



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, FEBRUARY 20, 2024 – 7:00 PM
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/5997866403?pwd=alcreldSbGpNUVl1VnR1RWf5bXovdz09>

Meeting ID: 599 786 6403

Passcode: 53538

Dial by Location

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AGENDA

- 1. Call meeting to order**
- 2. Roll call**
- 3. Public Hearings**
- 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 February 6, 2024 License**

Committee meeting (Ebbert, Clerk/Treasurer/Finance Director)

- b. Review and possible action relating to the **minutes of the February 6, 2024 Fort Atkinson City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to the **minutes of the February 13, 2024 regular Fort Atkinson Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- d. Review and possible action relating to **building, plumbing, and electrical permit report for January 2024** (Draeger, Building Inspector/Zoning Administrator)
- e. Review and possible action relating to the City Clerk-issued **License and Permit Report for January 2024** (Ebbert, Clerk/Treasurer/Finance Director)
- f. Review and possible action relating to **City Sewer, Water, and Stormwater Utility Financial Statements** as of January 31, 2024 (Ebbert, Clerk/Treasurer/Finance Director)
- g. Review and Possible action on a **Special Event: Wings & Wheels Fly-In Breakfast, Sunday**, May 19, 2024, 6 a.m.-2 p.m. at Fort Atkinson Municipal Airport (Ebbert, Clerk/Treasurer/Finance Director)
- h. Review and possible action on a **Special Event: American Legion Memorial Day Parade** on Monday, May 27, 2024 from 10:30 a.m. to 12 p.m. starting at American Legion and ending at Evergreen Cemetery (Ebbert, Clerk/Treasurer/Finance Director)
- i. Review and possible action on a **Special Event: Baseball Fest**, Thursday, June 13-Sunday, June 16, 2024, various times at Jones Park (Ebbert, Clerk/Treasurer/Finance Director)
- j. Review and Possible action on a **Special Event: Duck Race & Day for Kids**, Saturday, August 10, 2024, 9 a.m.-2 p.m. at Lorman Bicentennial Park (Ebbert, Clerk/Treasurer/Finance Director)
- k. Review and possible action relating to **Renewal Alcohol Beverage License Application** for Fort Atkinson Generals Baseball Team, Class “B” Fermented Malt Beverage (Ebbert, Clerk/Treasurer/Finance Director)
- l. Review and possible action relating to **Renewal Alcohol Beverage License Application** for Fort Atkinson Lions Club, Class “B” Fermented Malt Beverage (Ebbert, Clerk/Treasurer/Finance Director)

6. Petitions, Requests, and Communications

- a. Review and possible action relating to a proclamation recognizing **February 18-24, 2024 as Engineer’s Week** in the City of Fort Atkinson (Houseman, City Manager)
- b. Review and possible action relating to a proclamation recognizing **February 8, 2024 as Monarch Pledge Day** in the City of Fort Atkinson (Houseman, City Manager)

7. Resolutions and Ordinances

8. Reports of Officers, Boards, and Committees

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

9. Unfinished Business

10. New Business

- a. Review and possible action relating to an **engagement letter with Baker Tilly US, LLP to file an Independent Attestation Report** with the Wisconsin Department of Transportation for the City's 2016 Transportation Economic Assistance (TEA) Grant (Houseman, City Manager)
- b. Review and possible action relating to **Alcohol Beverage License Agent Change Handyspot 105, LLC 303 S. Main Street** (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to the replacement of **two portions of the municipal roof and tuck pointing** (Draeger, Building/Zoning Administrator)
- d. Review and possible action on a **State Municipal Agreement for Carbon Reduction Grant** (Selle, Director of Public Works)
- e. Review and possible action on the **Design Contract for S Main St pedestrian path and road improvements** (Selle, Director of Public Works)

11. 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)

12. Miscellaneous

- a. 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** [annual performance review of the City Manager]

13. Adjournment

Date Posted: February 16, 2024

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

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**LICENSE COMMITTEE MEETING
IN PERSON AND VIA ZOOM
TUESDAY, FEBRUARY 6, 2024 – 6:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

President Johnson called the meeting to order at 6:00 pm.

2. ROLL CALL

Present: Cm. Jaeckel, Cm. Schultz and President Johnson. Also present: City Manager and City Clerk/Treasurer.

3. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO RENEWAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION FROM FORT ATKINSON LIONS CLUB FOR USE AT RALPH PARK FOR A CLASS "B" FERMENTED MALT BEVERAGE LICENSE FOR THE LICENSING PERIOD OF MAY 1, 2024 THROUGH OCTOBER 31, 2024. (EBBERT, CLERK/TREASURER)

Clerk Ebbert presented the application submitted by the Fort Atkinson Lions Club for their fermented malt beverage license. The Club operates the concession stand at Ralph Park during the adult softball season in evenings running May through early September.

Schultz moved, seconded by Jaeckel to recommend the City Council approve the Renewal Alcohol Beverage License application from Fort Atkinson Lions Club for use at Ralph Park for a Class "B" Fermented Malt Beverage license for the licensing period of May 1, 2024 through October 31, 2024. Motion carried.

4. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO RENEWAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION FROM FORT ATKINSON GENERALS BASEBALL TEAM FOR USE AT JONES PARK FOR A CLASS "B" FERMENTED MALT BEVERAGE LICENSE FOR THE LICENSING PERIOD OF APRIL 1, 2024 THROUGH SEPTEMBER 30, 2024. (EBBERT, CLERK/TREASURER)

Clerk Ebbert presented the General Baseball Team renewal application for their fermented malt beverage license. The Team sells beverages during their home games and Baseball Fest conducted in June. As required, they have licensed operators (bartenders) and take measures to ensure those purchasing and consuming are of legal drinking age. During Baseball Fest in June, the consumption will include the fenced horseshoe pits, carnival and concert.

Schultz moved, seconded by Jaeckel to recommend the City Council approve the Renewal Alcohol Beverage License application from Fort Atkinson Generals Baseball Team for use at Jones Park for a Class "B" Fermented Malt Beverage license for the licensing period of April 1, 2024 through September 30, 2024. Motion carried.

5. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO AN ALCOHOL BEVERAGE LICENSE AGENT CHANGE FOR HANDYSPOT 105, LLC 303 S. MAIN STREET FOR THE LICENSING PERIOD FEBRUARY 21, 2024 THROUGH JUNE 30, 2024. (EBBERT, CLERK/TREASURER)

Clerk Ebbert reviewed the submitted Agent change. A successful background check was performed.

Jaeckel moved, seconded by Schultz to recommend the City Council approve the Alcohol Beverage License Agent Change for Handyspot 105, LLC 303 S. Main Street for the licensing period of February 21, 2024 through June 30, 2024. Motion carried.

6. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO AN ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION FROM SUNNY'S QUICK MART, LLC FOR USE AT 1220 JANESVILLE AVENUE FOR A "CLASS A" INTOXICATING LIQUOR AND CLASS "A" FERMENTED MALT BEVERAGE LICENSE. (EBBERT, CLERK/TREASURER)

Clerk Ebbert provided that the gas station at 1220 Janesville Avenue has been operated by AARSAN Fort Plaza, LLC dba Sunny's Quick Mart since February 2023. The agent, Jay Patel stated he is selling the business and moving out of state. An Original Alcohol Beverage License application was submitted by Jatinder Kaur as Sunny's Quick Mart, LLC.

The following information needs to be provided prior to being submitted for City Council approval.

- Confirmation of Legal Name (corporation, limited liability company, partnership)
- Trade or Business Name
- Verification of Federal Identification Number
- Verification of Wisconsin Seller's Permit Number
- Background check on Agent/Applicant
- Payment of monies owed including License Fee
- Letter from AARSAN Fort Plaza, LLC dba Sunny's Quick Mart stating they will surrender the "Class A" Intoxicating Liquor and Class "A" Fermented Malt Beverage license contingent upon approval of applicant Jatinder Kaur as Sunny's Quick Mart LLC.

Schultz moved, seconded by Jaeckel to recommend to the City Council approve the Original Alcohol Beverage License application for Sunny's Quick Mart for use at 1220 Janesville Avenue for a "Class A" Intoxicating Liquor and Class "A" Fermented Malt beverage license subject to contingencies noted in the Staff report. Motion carried.

7. ADJOURNMENT

Jaeckel moved, seconded by Schultz to adjourn. Meeting adjourned at 6:16 pm.

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



**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, FEBRUARY 6, 2024 – 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. Becker, Cm. Jaeckel, Cm. Lescohier, Cm. Schultz and President Johnson. Also present: City Manager, City Attorney, City Engineer, City Clerk/Treasurer, Public Works Superintendent, Police Chief and Park & Recreation Director.

3. PUBLIC HEARINGS - NONE

4. PUBLIC COMMENT - NONE

5. CONSENT AGENDA:

a) *Review and possible action relating to the minutes of the January 16, 2024 regular Fort Atkinson City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)*

b) *b) Review and possible action on the minutes of the January 30, 2024 Police and Fire Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*

Cm. Becker moved, seconded by Cm. Schultz to approve the Consent Agenda as listed, items 5.a. though 5.b. Motion carried.

6. PETITIONS, REQUESTS, AND COMMUNICATIONS

a) *Honoring Fort Atkinson Police Officer Vanessa Leonard and Johnson Creek Police Officer Jay Leonard, for being awarded the Crisis Intervention Officers of the Year award (Bump, Police Chief)*

No action required.

7. RESOLUTIONS AND ORDINANCES

a) *Review and possible action relating to a Resolution recognizing World Migratory Bird Day on Saturday, May 11, 2024 (Houseman, City Manager)*

Cm. Schultz moved, seconded by Cm. Lescohier to adopt the Resolution recognizing World Migratory Bird Day on Saturday, May 11, 2024. Motion carried.

8. REPORTS OF OFFICERS, BOARDS, AND COMMITTEES

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

No action required.

9. UNFINISHED BUSINESS - NONE

10. NEW BUSINESS

a) Review and possible action on a purchase request for Mobile Data Computers with 2024 CIP funds for the Police Department at a cost not to exceed \$20,490 (Bump, Police Chief)

Chief Bump discussed the replacement of the MDCs for the Department's patrol vehicle fleet that was planned within the CIP. The current Getac tablets were installed in the fleet in 2019 and were identified to have a 5-year service life. The MDCs have continued to be within the annual CIP for 2024 since that 2019 purchase. Units within the squads have shown their age and are ready for replacement. In 2019 when the Getac platform was launched, Midwest Public Safety was used for that purchase. CDW-G has since become an authorized dealer of Getac and is a vendor the Department we use for other IT-related services and products.

Cm. Lescohier moved, seconded by Cm. Jaeckel to approve the purchase of six Mobile Data Computers with 2024 CIP funds for the Police Department at a cost not to exceed \$20,490 from Midwest Public Safety. Motion carried.

b) Review and possible action relating to the 2024 construction contract for water main replacement and street improvements (Selle, Director of Public Works)

Engineer Selle discussed the 2024 right-of-way work that will focus on water main replacement on Cloute St (all), Zaffke (Caswell to Messmer), Caswell (Roosevelt to Zaffke) and Nelson St (Messmer to Madison Ave). In addition, sanitary sewer replacement will occur on Maple St (6th St to Park), Grant St (6th St to Park), Park St (Grant to Grove), and a short section of Grove St just south of Park St. All of Grove St between Park St and Rockwell Ave will be repaved. Staff sought proposals for this work through advertising in early December 2023. The result was a total of five construction firms returning proposals, which is the most staff has seen for this annual work. Forest Landscape and Construction provided the lowest proposal at \$2,723,061.50.

Selle continued, the Alternate D (replacing sanitary laterals along Maple and Grove) needs to be approved by Council, but will be a reimbursement to the City by residents who choose this option, thus not incurring costs to the wastewater utility. The sidewalk Alternatives C, will be reduced to focus on Cloute St only (estimated at \$100K). The Base Bid can be awarded in its entirety. In light of this, the staff recommendation is to award the Base Bid, that portion of Alternate C (sidewalks) that may be applied to Cloute St within the 2024 Fund 5 budget, and all of Alternate D (new sewer laterals) with the understanding that any portion of Alternative D completed will be reimbursed to the City by the property owner desiring and receiving the benefit. Finally, as is past practice, staff requests a 10% contingency on the project Base Bid to manage throughout construction.

Cm. Jaeckel moved, seconded by Cm. Becker to approve the 2024 construction contract for water main replacement and street improvements with Forest Construction in an amount not to exceed \$2,480,329.00 with a 10% contingency to be managed by the Public Works Director and City Manager. Motion carried.

c) Review and possible action on a design contract for the City's 2025 water main replacement and street improvements (Selle, Director of Public Works)

Engineer Selle discussed that in 2025 the City will focus on Memorial Dr, Erick St, and McMillan St for water main replacement. These areas contain spun cast main which has been, and will

continue to be, the focus of water main replacement for the foreseeable future. Spun cast main was installed in the late 1940s to early 1970s in Fort Atkinson and has functionally failed due to a flawed manufacturing process. This work involves aspects of stormwater, water, wastewater, and road design and is assigned a percentage of the design fees to each of these four accounts within the three utilities and Fund 5 of the general fund.

Cm. Becker moved, seconded by Cm. Schultz to approve the design contract for 2025 water main replacement and street improvements with Ruekert Mielke in an amount not to exceed \$61,315. Motion carried.

d) Review and possible action on a design contract for the Riverside Drive water main and sanitary sewer improvements (Selle, Director of Public Works)

Engineer Selle provided the history that began with former City Engineer/Public Works Director Jeff Woods contacted WisDOT via email in December 2014 regarding the State's plans for improvements along the deteriorating section of Riverside Drive/Hwy 106. Additional notes indicated that several inquiries were made prior to 2014 as well. WisDOT finally provided a State Municipal Agreement in January 2020, which was approved by City Council, with a construction date of 2026. WisDOT completed survey and preliminary design in fall of 2022 and presented the City with Concept Plans that did not meet the City's needs or goals outlined in planning documents within the corridor. Staff have not provided detailed reviews of this information to date, despite multiple requests from WisDOT to do so. On December 15, 2023, during this solicitation for design, we were informed that all WisDOT projects had been rescheduled due to increasing costs and this project had been delayed until 2030. For this project, the City is responsible for the design related to any sanitary sewer or water main as they are City-owned infrastructure. The WisDOT is responsible for the right of way improvements and stormwater infrastructure. To that end, staff is provided a request for proposal for design services for the water main and sewer main within the corridor.

Cm. Schultz moved, seconded by Cm. Becker to approve the design contract with Graef for the Riverside Drive water main and sanitary sewer improvements in an amount not to exceed \$47,147. Motion carried.

e) Review and possible action on a contract for the design of the Banker Road Development public infrastructure (Selle, Director of Public Works)

Engineer Selle stated that a total of thirteen firms were solicited for the design of the Banker Rd public improvements. Design work will include roadway, curb and gutter, sidewalk, and below ground water, sewer, and storm water utility infrastructure. The City and chosen design engineer intend to have a bid package ready for early fall 2024 to potentially begin construction in the later months of 2024. Although all three roads will be designed, they may not all be constructed at once, a decision that will be made at a later date. Of the thirteen firms solicited, six provided proposals. Quam Engineering provided the proposal with the lowest cost and smallest number of hours. The City Council may recall that Quam Engineering was the design engineer for the attempted Copperhead Meadows Development in this area several years ago, which may be why the firm is proposing to spend the least amount of time on the project. Recently, Ryan Quam has received approval from Plan Commission for a multi-family development at the corner of Campus Dr and the future Hawthorne Dr.

Cm. Becker moved, seconded by Cm. Jaeckel to approve the design contract for the Banker Road Development public infrastructure with Quam Engineering in an amount not to exceed \$95,425 using funds received through the Note Anticipation Notes, Series 2024B. Motion carried.

11) MISCELLANEOUS - NONE

12) CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS

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

Cm. Jaeckel moved, seconded by Cm. Schultz to approve the Verified Claims as presented. Motion carried.

13) ADJOURNMENT

Cm. Becker moved, seconded by Cm. Jaeckel to adjourn. Meeting adjourned at 7:59 pm.

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



**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, FEBRUARY 13, 2024 – 4:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Plan Commission Members: Chairperson Houseman; Engineer Selle; Council Representative Schultz; and Commissioners, Highfield, Kessenich, and Shull. Also present: City Clerk/Treasurer, Building Inspector and Public Works Superintendent.

Absent: Commissioner Gray

3. NEW BUSINESS

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

Kessenich moved, seconded by Schultz to approve the minutes of the December 12, 2023 regular Plan Commission meeting.

b. CONCEPT PLAN: PLANNED UNIT DEVELOPMENT ON SOUTH MAIN STREET

Inspector Draeger introduced Ryan Schultz and Jason Schultz. Draeger referenced section 15.02.81 of the City of Fort Atkinson Zoning Ordinance that provides the purpose and intent of the Planned Unit Development overlay zoning district. The purpose of this district is to provide for the possible relaxation of certain development standards pertaining to the underlaying zoning district (such as use or setbacks). In exchange for such flexibility, it is expected that the development will reflect the City's planning policies as set forth in the Comprehensive Plan and offer additional advantages such as positively contributing to the appearance and function of land uses and site design; promoting a greater level of architectural quality; providing substantial buffers and transitions between different land uses; or other advantages outlined in the Zoning Ordinance.

Ryan Schultz began, as a local developer, he and his brother Jason are proposing to build 8 single family homes in a "Pocket Neighborhood" on a 2.11 acre parcel on South Main St. A pocket neighborhood is a type of planned community that consists of a grouping of smaller residences, often around a courtyard or common garden. The concept would create additional housing that the city needs. The proposed layout maximizes the available space by creating shared spaces while maintaining single family homes, at a high density within the available space. No public notice is required for the review of a PUD Concept Plan. Public notice is required for additional steps in the process.

The Schultz's have been working with the city staff over the last few months learning the procedure for a Planned Unit Development, which would be the zoning mechanism to allow this development. They have also been working with staff to determine the correct base zoning for their project as well as maintaining a concept that will be in concert with the city's Comprehensive Plan. The project location on South Main St. allows the project access to existing utilities in the public right of way. The parcel is currently in the Town of Koshkonong and would require annexation into the City. Upon annexation, a deferred assessment for the utility and road improvements, constructed in 1996, would be due in the amount of \$30,790. A repayment schedule will be developed in an agreement between the property owners and the City that would accompany the annexation request.

Highfield inquired on exterior maintenance including landscaping, mowing and snow removal. Ryan Schultz replied that was not decided upon yet but can be a future consideration in the planning.

Commission members shared support for the project and encouraged the developers to continue work on the project.

c. ADJOURNMENT

Kessenich moved, seconded by Schultz to adjourn. Meeting adjourned at 4:28 pm.

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



Permit Report

01/01/2024 - 01/31/2024

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

1/12/2024	24023	210 W Milwaukee Ave	Fort Healthcare	Add/Alter Commercial	Commercial alteration of 3,878 sf of the existing building to construct office and exam space.	551,572	\$1,373.40
1/4/2024	24006	1750 Janesville Ave	T-Mobile (Lessee) co SMJ International, LLC	Add/Alter Commercial	THE PROPOSED PROJECT INCLUDES INSTALLING EQUIPMENT CABINETS AND A GENERATOR ON A PROPOSED CONCRETE PAD INSIDE A 10' X 15' GROUND SPACE WITHIN THE EXISTING COMPOUND, AND INSTALLING NEW EQUIPMENT AND MOUNTS ON THE EXISTING TOWER.	30,000	\$435.00
1/18/2024	23707	511 Madison Ave	Darlene Meiners	Add/Alter Commercial	Adding office Space, permit expanded for additional area and new GC	30,000	\$820.00

							\$2,628.40
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Group Total: 3

Group: Commercial/ Industrial

1/28/2024	24062	600 Talcott Ave	City of Fort Atkinson	Commercial/ Industrial	New DPW & Razing / Demolition of Buildings. No fees will be assessed. City Project.	11,544,000	
1/11/2024	24022	600 Talcott Ave	City of Fort Atkinson	Commercial/ Industrial	3,240 SF salt storage shed with lean-to.	250,000	\$335.00
							\$335.00

Group Total: 2

Group: detached garage

1/18/2024	24045	1007 W Cramer St	Nancy Hucke	detached garage	24x24 detached garage, slab on grade	20,000	\$204.00
							\$204.00

Group Total: 1

Group: Electrical

1/31/2024	24073	809 N Main St	Suzanne & David Rahn	Electrical	Kitchen	0	\$107.50
1/31/2024	24070	54 E Rockwell Ave	Dave Wadman	Electrical	Apartment Remodel- with electrical panel	5,000	
1/26/2024	24061	627 Short St	Ellen Latorraca	Electrical	Removing Knob and Tube from second story and living room of 1st floor	13,000	\$68.50
1/26/2024	24060	312 Rogers St	Julia Hay	Electrical	Upgrade Electrical service	0	\$70.00
1/25/2024	24058	337 Roosevelt St	Fort Atkinson School District	Electrical	Security and Safety upgrades, plumbing, HVAC, Electric upgrades	1,500,000	\$420.00
1/25/2024	24057	821 Monroe St	Fort Atkinson School District	Electrical	Security and Safety upgrades,	3,000,000	\$495.00

					plumbing, HVAC, Electric upgrades		
1/25/2024	24056	925 Lexington Blvd	Fort Atkinson School District	Electrical	Security and Safety upgrades, plumbing, HVAC, Electric upgrades	660,000	\$110.00
1/25/2024	24055	719 S Main St.	Fort Atkinson School District	Electrical	Security and Safety Improvements. Plumbing upgrades.	2,000,000	\$470.00
1/25/2024	24054	201 Park St.	Fort Atkinson School District	Electrical	Electric Upgrades per the Scope of Work PDF attached.	0	\$695.00
1/25/2024	24053	1750 Janesville Ave	T-Mobile (Lessee) co SMJ International, LLC	Electrical	THE PROPOSED PROJECT INCLUDES INSTALLING EQUIPMENT CABINETS AND A GENERATOR ON A PROPOSED CONCRETE PAD INSIDE A 10' X 15' GROUND SPACE WITHIN THE EXISTING COMPOUND, AND INSTALLING NEW EQUIPMENT AND MOUNTS ON THE EXISTING TOWER.	30,000	\$95.00
1/24/2024	24051	1511 Lena Ln	Clayton Farrell	Electrical	Generator Installation	12,347	\$80.00
1/18/2024	24044	1005 Monroe St.	n/a	Electrical	Bsmt. Bathroom Wiring and	2,200	\$47.50

					misc. electrical improvements		
1/16/2024	24039	732 Schumacher St	Fort Healthcare	Electrical	New Service and updating electrical to equipment. moved from 403 McMillen St	8,000	\$140.00
1/16/2024	24038	724 Schumacher St	Fort Healthcare	Electrical	New service, reconnection of all equipment, some updated wiring. moved from 615 N. Fourth St	8,000	\$140.00
1/16/2024	24037	716 Schumacher St	Fort Healthcare	Electrical	Updating electric service, kitchen, Bathroom, furnace, water heater. moved from 603 N. Fourth St	8,000	\$140.00
1/15/2024	24031	1103 Grove St	Jenna Baumhofer	Electrical	KITCHEN REMODEL	4,800	\$51.00
1/16/2024	24021	708 Schumacher St	Fort Health Care	Electrical	New Electrical service	8,000	\$140.00
1/10/2024	24018	112 Roosevelt	Hugh Wakefield	Electrical	replacement furnace install	7,342	\$45.00
1/9/2024	24015	603 Cherokee Ln	Barbara Hansen	Electrical	Generator Installation 18KW Model # 7228	11,609	\$80.00
1/8/2024	24012	306 E Highland Ave	Mamaschu Investments	Electrical	Basement Finish	15,000	\$64.00
1/4/2024	24008	1102 Grant St	Paul Redenius	Electrical	Upgrade service, replace panel and subpanel	10,000	\$95.00
1/4/2024	24007	516 Lexington Blvd	Deborah J. Vose	Electrical	Addition of 4 season sun room off back of existing structure.	45,000	\$42.50

1/2/2024	24002	99 Robert St	JN MODE RENTALS LLC	Electrical	ADD SUB-PANEL, 40 OPENINGS	5,000	\$90.00
1/18/2024	23711	511 Madison Ave		Electrical	Adding office Space, permit expanded for additional work and new contractor	10,000	\$171.25
							\$3,857.25

Group Total: 24

Group: Fence

1/31/2024	24069	700 Cherokee Ln	Cathy Onsrud	Fence	Update and repair current yard fence around swim spa and hot tub area. Add new fence next to backyard towards Monroe	1,500	\$85.00
							\$85.00

Group Total: 1

Group: HVAC

1/31/2024	24074	419 Converse St	SARAH FINDLAY	HVAC	replacement furnace with condensate pump & stand pipe	3,200	\$86.00
1/29/2024	24065	201 W Milwaukee Ave	Fort Healthcare	HVAC	Duct modifications, piping for hot water baseboard, and two (2) new exhaust fans.	98,000	\$303.90
1/23/2024	24049	225 S Water St E	Gajnath LLC	HVAC	Installation of 2 new furnaces in basement.	20,000	\$310.00
1/15/2024	24032	331 E Cramer St	THOMAS SCHRADER	HVAC	REPLACE EXISTING FURNACE WITH 96% 60K 2 STAGE VARIABLE	9,189	\$70.00

					SPEED FURNACE		
1/10/2024	24017	112 Roosevelt St	Hugh Wakefield	HVAC	Furnace Replacement	7,342	\$70.00
1/8/2024	24014	306 E Highland Ave	Mamaschu Investments	HVAC	Basement Finish	15,000	\$96.00
1/4/2024	24009	516 Lexington Blvd	Deborah J. Vose	HVAC	Addition of 4 season sun room off back of existing structure.	45,000	\$49.00
1/3/2024	24003	100 E Blackhawk Dr	Opportunities, Inc.	HVAC	Ductwork demolition and modifications	12,741	\$310.00
							\$1,294.90

Group Total: 8

Group: New Duplex

1/30/2024	24068	1714 Montclair Pl	Aeryn T Barry	New Duplex	Duplicate Permit to release 1714 for Occupancy	460,000	

Group Total: 1

Group: Plumbing

1/30/2024	24067	210 W Milwaukee Ave	Fort Healthcare	Plumbing	Plumbing Fixtures & Equipment Included: Business Health Quantity Tag Description 3 WC-1 Wall hung water closet with flush valve and carrier 1 L-1 Wall hung lavatory with trim 8 SK-1 Integral sink with trim 1 EWC-1 Single electric water cooler	69,057	\$125.00
1/29/2024	24066	99 Robert St	Nate mode	Plumbing	Home remodel	4,000	\$71.00
1/29/2024	24064	208 Heritage Drive	Timm Mepham	Plumbing	New Condo Plumbing	20,000	\$119.00

1/29/2024	24063	219 S Main	Paul & Rene Wieloch	Plumbing	Adding a handwash sink in kitchen	500	\$41.00
1/25/2024	24059	214 Shirley St	Ryatisima Blue	Plumbing	Water Heater Replacement 40 GAL A.O. SMITH GPVL-40-200	3,325	\$41.00
1/24/2024	24052	809 N Main St	DAVID AND SUE RAHN	Plumbing	KITCHEN SINK REPLACEMENT AND DISHWASHER REPLACEMENT	3,234	\$59.00
1/23/2024	24050	1233 Commonwealth Dr.	Josh	Plumbing	basement bathroom shower, toilet, and bathroom sink	5,000	\$53.00
1/18/2024	24043	1005 Monroe St	Beth Nelson	Plumbing	move shower drain and add sink	28,900	\$47.00
1/16/2024	24036	108 Monroe St.	Genoveva Medina	Plumbing	Replace Water Heater	2,500	\$41.00
1/8/2024	24013	306 E Highland Ave	Mamaschu Investments	Plumbing	Basement Finish	15,000	\$53.00
1/5/2024	24010	334 Jackson St	Steve Holston	Plumbing	basement bathroom add	5,000	\$53.00
1/3/2024	24005	100 E Blackhawk Dr	Opportunities Inc	Plumbing	Demolition of Plumbing	25,000	\$41.00
							\$744.00

Group Total: 12

Group: Pool/Hot Tub

1/18/2024	24047	703 Cherokee Ln	Sam Anhalt	Pool/Hot Tub	above ground pool in backyard	2,500	\$95.00
							\$95.00

Group Total: 1

Group: Right of Way Opening Permit

1/18/2024	24048	415 Foster St	Mary Wutke	Right of Way Opening Permit	WR4936677 Install of new Electric Service	0	\$50.00
1/16/2024	24035	Schumacher St.	WE Energies	Right of Way Opening Permit	WR4938341 Discontinue services ahead of new street.	0	\$50.00

1/16/2024	24034	Schumacher St.	WE Energies	Right of Way Opening Permit	WR4931206 New Utilities for Subdivision	0	\$50.00
1/15/2024	24030	1712 Montclair	Aeryn T Barry	Right of Way Opening Permit	WR4897587 New Gas Service	0	
1/15/2024	24029	314 N Fourth St	janice Orton	Right of Way Opening Permit	WR4897717 Replace Gas Service	0	
1/15/2024	24028	315 N Fourth St	Robert R Heussner	Right of Way Opening Permit	WR4897722 Replace Gas Service	0	
1/15/2024	24027	1501 Janesville Ave	Neim Bekiri	Right of Way Opening Permit	WR4922365 Gas Service Relocation	0	
1/15/2024	24026	700 James Pl	City of Fort	Right of Way Opening Permit	WR4894109 Electric Service Relocation	0	
1/15/2024	24025	610 Barrie St		Right of Way Opening Permit	WR4921939 Gas Service Replacement	0	
1/15/2024	24024	1265 Elsie St	Taylor Smithyman	Right of Way Opening Permit	WR4897678 Gas Service Replacement	0	\$50.00
1/10/2024	24019	415 Foster St	Mary Wutke	Right of Way Opening Permit	WR4936675 Install of new Gas service	0	\$50.00
1/3/2024	24004	301 Woodland Dr	knaack properties llc	Right of Way Opening Permit	4968839cit Install of UG CATV	0	\$50.00
							\$300.00

Group Total: 12

Group: Single Family Alteration/Addition

1/16/2024	24042	732 Schumacher St	Fort Healthcare	Single Family Alteration/Addition	New HVAC, WH, Roof, entry Stairs, driveway and walk, moved from 403 McMillen St	125,000	\$225.00
1/16/2024	24041	724 Schumacher St	Fort Healthcare	Single Family Alteration/Addition	New HVAC, WH, Entry stairs, driveway, walk, moved from 615 N. Fourth St	125,000	\$225.00

1/16/2024	24040	716 Schumacher St	Fort Healthcare	Single Family Alteration/Addition	updating kitchen, bathroom, doors, windows, siding, furnace, AC, WH, stairs, driveway, patio, moved from 603 N. Fourth St	125,000	\$287.50
1/16/2024	24033	99 Robert St.	Nathan and Jessica Mode	Single Family Alteration/Addition	Remodel Single Family Home, 2 baths and the kitchen. removing plaster , new electrical and plumbing for each.	25,000	\$123.50
1/16/2024	24020	708 Schumacher St	Fort Healthcare	Single Family Alteration/Addition	Adding garage to moved home. New entry stairs, driveway, sidewalk, patio.	125,000	\$225.00
1/9/2024	24016	1103 Grove St	Steve & Jenna Baumhofer	Single Family Alteration/Addition	remove interior wall/new kitchen	25,000	\$72.50
1/8/2024	24011	6 E Milwaukee Ave	Mitch & Erin Patterson	Single Family Alteration/Addition	Renovating Apartment. Creating 2 bedrooms, updating bathroom & kitchen	90,000	\$750.00
1/2/2024	24001	334 Jackson St	Steve Holston	Single Family Alteration/Addition	Adding basement Bathroom	10,000	\$47.00
							\$1,955.50

Group Total: 8

Group: Zoning

1/18/2024	24046	1007 W Cramer St	Nancy Hucke	Zoning	24x24 detached garage, slab on grade	0	\$50.00
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							\$50.00
							Group Total: 1
							\$11,549.05

Total Records: 74

2/6/2024



Jedidiah Draeger
 Building Inspector/Zoning Administrator



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

MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action relating to the City Clerk-issued License and Permit Report for January 2024 (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

The following is a list of the Licenses and Permits issued by the City Clerk for the period of January 16, 2024 through February 20, 2024 per the City of Fort Atkinson Municipal Code of Ordinances.

DISCUSSION

BEEKEEPING

None

OPERATOR

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

Applicant	Place of Employment	Recommended Approval by Fort Atkinson Police Department
Melanie Skow	Fat Boyz	Y
Angel Norrel	Fat Boyz	Y
Halle Boldt	Brickhouse & Mr. Brews Taphouse	Y
Jordyn Nicoson	Country Inn and Suites	Y
Amber Wardall	Proof Speakeasy	Y
Shelby Grigg	Family Dollar	Y
Kaytlynne Null	Family Dollar	Y

MOBILE MERCHANT

None

DOOR-TO-DOOR RESIDENTIAL / DIRECT SELLER

Applicant	Place of Employment	Recommended Approval by
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		Fort Atkinson Police Department
Aaron Schlitz	Everlight Solar	Y
Blake Herburger	Everlight Solar	Y
Brady Glause	Everlight Solar	Y
Chase Smelzer	Everlight Solar	Y
Dakota Wahl	Everlight Solar	Y
Derek Brellenthin	Everlight Solar	Y
Drew Reynolds	Everlight Solar	Y
Grady Geishirt	Everlight Solar	Y
HB Thomas Fagen	Everlight Solar	Y
Hunter Radloff	Everlight Solar	Y
Jacob Woods	Everlight Solar	Y
James Edwards	Everlight Solar	Y
Logan Collien	Everlight Solar	Y
Logan Ripley	Everlight Solar	Y
Samantha Cowan	Everlight Solar	Y
Wade Sheperd	Everlight Solar	Y
William Schmidt	Everlight Solar	Y

FINANCIAL ANALYSIS

In accordance with the City's Ordinances and fee schedule, a total of \$105 was collected for operator's licenses and \$425 for direct seller's permits.

RECOMMENDATION

These licenses have been issued by the City Clerk's Office in accordance with the City's Ordinances. No further action by the City Council is necessary.

ATTACHMENTS

None



MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and Possible action on a Special Event: Wings & Wheels Fly-In Breakfast, Sunday, May 19, 2024, 6 a.m.-2 p.m. at Fort Atkinson Municipal Airport (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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

DISCUSSION

Event: Wings & Wheels Fly-In Breakfast

Date: Sunday, May 19, 2024

Location: Fort Atkinson Municipal Airport, Hwy K

Contact Person: Alicia Norris

Hours of Event: 6:00am-2:00pm

Estimated Number of Attendees: 500-750

Event information was routed to Departments without any concerns provided.

FINANCIAL ANALYSIS

In accordance with the City's Ordinances and fee schedule, a total of \$25 was collected.

RECOMMENDATION

Staff recommends that City Council approve the Special Event for BASE: Wings & Wheels Fly-In Breakfast on Sunday May 19, 2024.

ATTACHMENTS

1. Special Event Application- BASE Wings & Wheels 2024
2. Wings & Wheels Fly In Map

<div></div> <div><div>CITY OF FORT ATKINSON</div><div>Special Event Application</div><div>Fee: \$25.00</div></div>	
Name of Business/Group Organizing Event:	
Contact Person for Event:	
Phone Number:	Email:
Day of Event Contact Person (if different from above):	Phone: Email:
Special Event Details	
Event Name:	
Event Date (mm/dd/yyyy):	
Event Location:	
Estimated Number of Attendees:	Hours of Event:
Event Setup Time:	Event Tear Down Time:
Event Description:	
Goal/Purpose of Event:	
Attach a map of the event including:	<div>Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians</div> <div><i>* If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking</i></div>
Check all applicable boxes:	
<input type="checkbox"/> I am renting a city park	<div>Attach copy of paid park rental from Parks & Recreation Department. Equipment rentals are reservable through the Parks & Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park & Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.</div>
<input type="checkbox"/> I am renting city equipment	<div>Please secure and submit payment for requested equipment prior to submitting Special Event Application. *Attach a map with a location for drop off of equipment with this application.</div> <div><div>8’ white plastic table (43 available; \$4.50/each)</div><div>Qty ____</div><div>Metal folding chair (190 available; \$0.75/each)</div><div>Qty ____</div><div>Additional Picnic Table (\$15/each; includes delivery & pick up)*</div><div>Qty ____</div><div>Additional Garbage/Recycling Can*</div><div>Qty ____</div><div>Barricades*</div><div>Qty ____</div><div>Traffic Cones*</div><div>Qty ____</div></div>
<input type="checkbox"/> Electrical Access	<div>The City Electrician may reach out to you to address any needs/concerns.</div> <div>Please specify if you have any requests or requirements beyond current access:</div>

<input type="checkbox"/> I will be having music	(Per City Ordinance 17.03) no person shall cause or allow loud, excessive or unusual noise that will disturb the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 p.m. City noise ordinance must be followed Start Time of Music: _____ End Time of Music: _____
<input type="checkbox"/> I will be closing a street(s)*	Barricades can be provided by Public Works upon request <i>* Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity</i>
<input type="checkbox"/> I will be selling beer and/or wine*	Alcohol license and licensed bartender(s) required. Contact City Clerk (920) 397-9901 prior to submitting this application. <i>*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.</i>
<input type="checkbox"/> I will be erecting a tent, canopy or other temporary structure.*	 <i>*Event coordinator is responsible for ensuring that the temporary structure is safely installed. Event Coordinator is required to contact Diggers Hotline at least 4 business days prior to the event. Diggershotline.com, 1-800-242-8511</i>
<input type="checkbox"/> I am having a walk/race*	<i>*See map instructions above. In addition to the previously listed map requirements, clearly mark your walk/race route on the map.</i>
<p align="center">By signing, I agree to the following statements:</p> <p>I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I understand that I may need to contact multiple Departments to arrange for assistance. I understand I am responsible for timely clean up after the event. I understand that additional charges may apply and that I can be billed after my event.</p> <p>Responsible Party Signature: _____</p> <p>Submission Date: _____</p> <p>For Office Use Only:</p> <p>Date Received: _____</p> <p>Date Paid: _____</p> <p>Council Approval / Denial Date: _____</p> <p>Date applicant notified of Council action and any event stipulations: _____</p> <p>Event Stipulations:</p>	





MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: American Legion Memorial Day Parade on Monday, May 27, 2024 from 10:30 a.m. to 12 p.m. starting at American Legion and ending at Evergreen Cemetery (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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

DISCUSSION

Event: Memorial Day Parade

Date: Monday, May 27, 2023

Location: Beginning at the American Legion and ending at Evergreen Cemetery

Contact Person: Dan Juday

Hours of Event: 10:00 am to 12:00 pm

Estimated Number of Attendees: 1000

Event information was routed to Departments without any concerns provided. While no concerns were noted, Chief Bump did comment in 2023 and 2024:

This is traditionally more of a procession that goes from the Legion event to the Cemetery event. It has limited participants and only lasts a few minutes. Even though the event is short, it requires manpower to support it and always falls on a holiday. This equals an expensive 1-2 hour event for the police department.

I support the event and think it is important, however, the two events and the 2 locations linked together with a procession makes it more challenging, more dangerous and requires additional manpower. I have safety concerns for these reasons. We now lack the ability to have safe, fun and family focused events in today's world without planning for all the what-ifs we have seen happen across the world.

A transition to another format would be great, but also take away from tradition.

FINANCIAL ANALYSIS

In accordance with the City's Ordinances and fee schedule, a total of \$25 will be collected. The event coordinator requested a check from the organization's treasurer.

RECOMMENDATION


Staff recommends that City Council approve the Special Event for American Legion Post 166 – Memorial Day Parade on Monday, May 27, 2024 and street closures as noted.

ATTACHMENTS

1. Memorial Day Parade Application 2024
2. Memorial Day Map



CITY OF FORT ATKINSON
Special Event Application

Name of Business/Group Organizing Event: American Legion Post 166	
Contact Person for Event: Daniel Juday	
Phone Number: (920) 747-0691	Email: IFish920@GMail.com
Is the Business/Group Organizing Event: For profit or <input checked="" type="checkbox"/> Non-Profit	
Special Event Details	
Event Name: Fort Atkinson Memorial Day Parade	
Event Date: 27 May 24 (Monday)	
Event Location: American Legion Post 166 to Evergreen Cemetery	
Estimated Number of Attendees: 1000	Hours of Event: 1030-1200
<p>Check all applicable boxes:</p> <p><input type="checkbox"/> I am renting a City Park Attach copy of paid park rental from Parks & Recreation (920) 563-7781.</p> <p><input type="checkbox"/> I will be having music Start and end time of music:</p> <p><input checked="" type="checkbox"/> I will be closing a street(s) Attach site diagram with details. Barricades can be provided by Public Works upon request (920) 563-7771.</p> <p><input type="checkbox"/> I will be selling beer and/or wine* Attach Temporary License and Bartender/Operator Applications. Contact City Clerk (920) 563-7760</p> <p><i>*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.</i></p> <p><input type="checkbox"/> I will be erecting a tent, canopy or other temporary structure.</p>	
<p>By signing, I agree to the following statements:</p> <p>I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I am responsible to contact each Department to arrange for assistance. I understand I am responsible for timely clean up after the event.</p> <p>Responsible Party Signature: </p>	

Office Use Only

Date Submitted to Clerk: _____ Date Emailed to Departments: _____

Department	Comments, Concerns, Action(s) to be taken
Clerk/Treasurer	
EMS - Ryan Brothers Ambulance	
Engineer and Building Inspection	
Electrician	
Fire and Rescue Department	
Library and Museum	
Parks & Recreation	
Police Department	
Public Works Department	
Wastewater and Water Utility	

Date Reported to City Council (if necessary):
Comments, Contingencies, Findings:

American Legion Post 166
Memorial Day Committee
Daniel Juday, Coordinator

W4887 State Rd 106
FORT ATKINSON, WI. 53538

January 31, 2024

City Council
City of Fort Atkinson
111 North Main St.
Fort Atkinson, WI. 53538

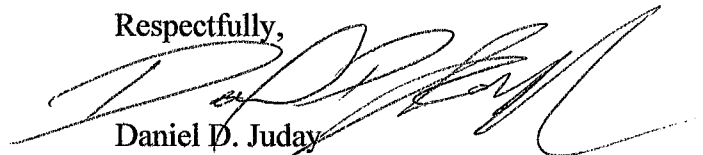
Re: Memorial Day Program

Councilmembers,

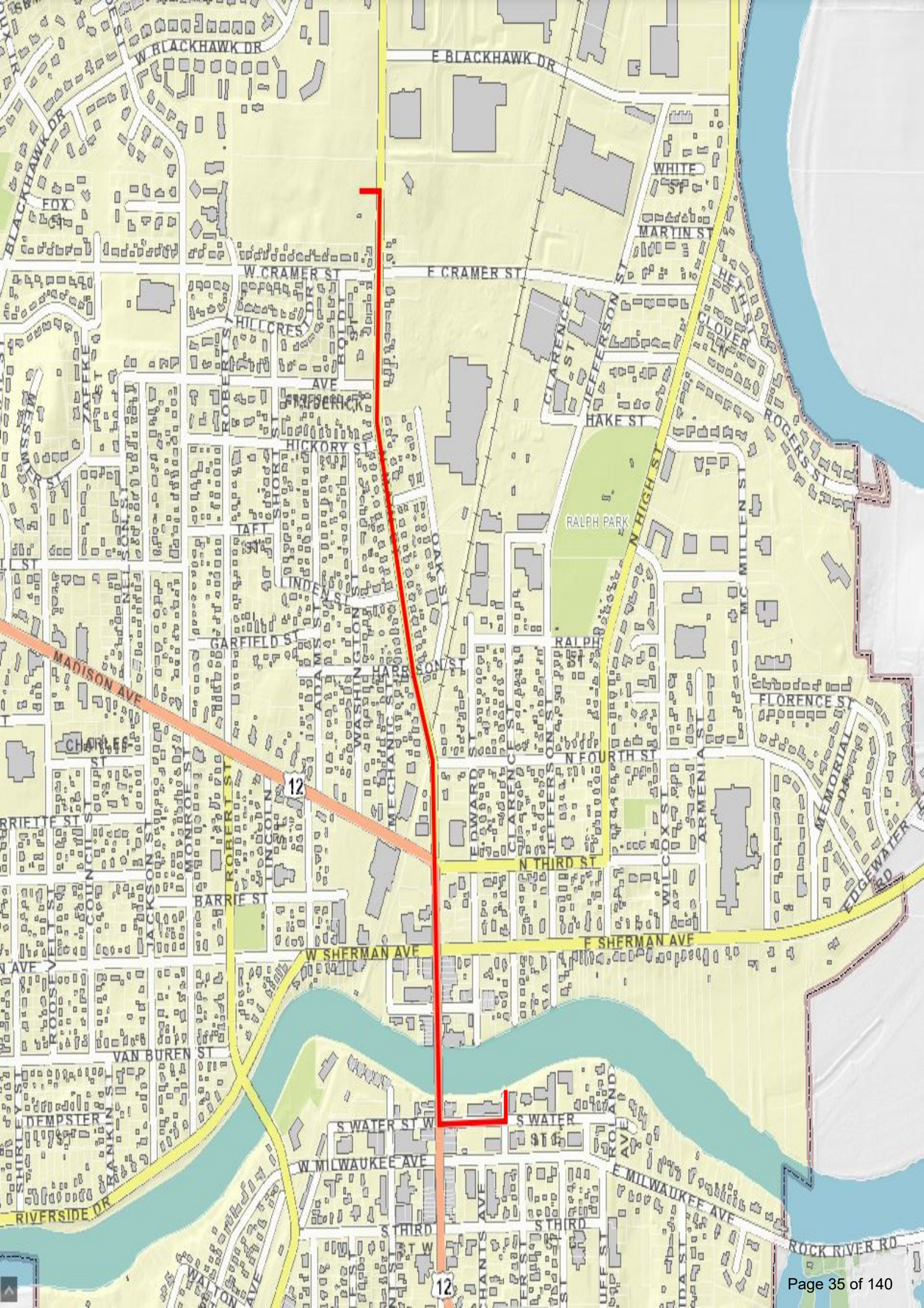
The Memorial Day Committee of Fort Atkinson respectfully requests permission to hold a parade on Monday, May 27th, 2024 at 10:30 AM for the purpose of honoring service members who have given the ultimate sacrifice in defense of our country. The parade/procession will begin at the American Legion Post 166(201 S Water St E.) in the city of Fort Atkinson and continue northbound on Main St. to the Evergreen Cemetery. The parade will follow the Marine Observance which is held promptly at 10AM.

On behalf of the Memorial Day Committee, I would further like to invite the members of the City Council, as well as the City Manager, to participate in the Memorial Day Parade. Transportation will be provided to the cemetery for the honor event and back to the American Legion Dugout upon completion. We would ask that all who wish to participate, please show at the Legion Dugout at no later than 9:45 am on that day. Contact parade vehicle marshal Bill Imstrand upon arrival of your intention.

Respectfully,



Daniel D. Juday
Memorial Day Coordinator
Phone: (920) 747-0691
IFish920@GMail.com





MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Baseball Fest, Thursday, June 13-Sunday, June 16, 2024, various times at Jones Park (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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DISCUSSION

Event: Fort Atkinson Generals Baseball Festival

Dates and Hours of Event:

Thursday June 13 th	6:00 pm to 11:59 pm
Friday June 14 th	6:15 pm to 11:59 pm
Saturday June 15 th	10:00 am to 11:59 pm
Sunday June 16 th	12:00 pm to 4:00 pm

Location: Jones Park, 600 Janesville Avenue

Contact Person: Tim Garant, fortgeneralsbaseball@gmail.com

Estimated Number of Attendees: 2,500 over 4 days

Please refer to the attached event description that detail health, safety measures and the layout with increased restrooms and washing stations.

Event information was routed to Departments without any concerns provided. Parks and Public Works Departments will assist with proper refuse receptacles and barricades. Chief Bump indicated extra Patrol will be provided which may result in overtime for the Police Department.

There is live music scheduled on Friday, June 14 and Saturday, June 15 from approximately 7:00 pm to 11:00 pm.

FINANCIAL ANALYSIS

In accordance with the City's Ordinances and fee schedule, \$25.00 was collected.

RECOMMENDATION

Staff recommends that City Council approve the Fort Atkinson General Baseball Festival Special Event on June 13th thru June 16th at Jones Park.

ATTACHMENTS

1. 2024 General Baseball Fest Special Event Application_Map
2. 2024 General Baseball Fest Special Event Application_Map

 **Represents Porta Potties**

S 6th St

S 6th St

S 6th St

S 6th St

**BARRICADE
TO CLOSE ACCESS**

**ENTERTAINMENT
TENT**

**FOOD
TRUCKS**

**CARNIVAL SETUP
AND RIDES**

**PARKING
OVERFLOW**

Jones Park

Park St

Park St

Google

Park St

 Represents Porta Potties

S 6th St

S 6th St

S 6th St

S 6th St

 BARRICADE
TO CLOSE ACCESS

 ENTERTAINMENT
TENT

 FOOD
TRUCKS

 CARNIVAL SETUP
AND RIDES

 PARKING
OVERFLOW



MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and Possible action on a Special Event: Duck Race & Day for Kids, Saturday, August 10, 2024, 9 a.m.-2 p.m. at Lorman Bicentennial Park (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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DISCUSSION

Event: Duck Race & Day for Kids

Date: Saturday, August 10, 2024

Location: Fort Atkinson Lorman Bicentennial Park, Milwaukee Ave W

Contact Person: Alicia Norris

Hours of Event: 9:00am-2:00pm

Estimated Number of Attendees: 200

FINANCIAL ANALYSIS


In accordance with the City's Ordinances and fee schedule, a total of \$25 was collected.

RECOMMENDATION

Staff recommends that City Council approve the Special Event for BASE: Duck Day Race & Day for Kids on Saturday, August 10, 2024.

ATTACHMENTS

1. Special Event Application- BASE Duck Race 2024
2. Lorman Bicentennial Park Map

<div></div> <div><div>CITY OF FORT ATKINSON</div><div>Special Event Application</div><div>Fee: \$25.00</div></div>	
Name of Business/Group Organizing Event:	
Contact Person for Event:	
Phone Number:	Email:
Day of Event Contact Person (if different from above):	Phone: Email:
Special Event Details	
Event Name:	
Event Date (mm/dd/yyyy):	
Event Location:	
Estimated Number of Attendees:	Hours of Event:
Event Setup Time:	Event Tear Down Time:
Event Description:	
Goal/Purpose of Event:	
Attach a map of the event including:	<div>Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians</div> <div><i>* If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking</i></div>
Check all applicable boxes:	
<input type="checkbox"/> I am renting a city park	<div>Attach copy of paid park rental from Parks & Recreation Department. Equipment rentals are reservable through the Parks & Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park & Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.</div>
<input type="checkbox"/> I am renting city equipment	<div>Please secure and submit payment for requested equipment prior to submitting Special Event Application. *Attach a map with a location for drop off of equipment with this application.</div> <div><div>8’ white plastic table (43 available; \$4.50/each)</div><div>Qty ____</div><div>Metal folding chair (190 available; \$0.75/each)</div><div>Qty ____</div><div>Additional Picnic Table (\$15/each; includes delivery & pick up)*</div><div>Qty ____</div><div>Additional Garbage/Recycling Can*</div><div>Qty ____</div><div>Barricades*</div><div>Qty ____</div><div>Traffic Cones*</div><div>Qty ____</div></div>
<input type="checkbox"/> Electrical Access	<div>The City Electrician may reach out to you to address any needs/concerns.</div> <div>Please specify if you have any requests or requirements beyond current access:</div>

<input type="checkbox"/> I will be having music	(Per City Ordinance 17.03) no person shall cause or allow loud, excessive or unusual noise that will disturb the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 p.m. City noise ordinance must be followed Start Time of Music: _____ End Time of Music: _____
<input type="checkbox"/> I will be closing a street(s)*	Barricades can be provided by Public Works upon request <i>* Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity</i>
<input type="checkbox"/> I will be selling beer and/or wine*	Alcohol license and licensed bartender(s) required. Contact City Clerk (920) 397-9901 prior to submitting this application. <i>*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.</i>
<input type="checkbox"/> I will be erecting a tent, canopy or other temporary structure.*	 <i>*Event coordinator is responsible for ensuring that the temporary structure is safely installed. Event Coordinator is required to contact Diggers Hotline at least 4 business days prior to the event. Diggershotline.com, 1-800-242-8511</i>
<input type="checkbox"/> I am having a walk/race*	<i>*See map instructions above. In addition to the previously listed map requirements, clearly mark your walk/race route on the map.</i>
<p align="center">By signing, I agree to the following statements:</p> <p>I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I understand that I may need to contact multiple Departments to arrange for assistance. I understand I am responsible for timely clean up after the event. I understand that additional charges may apply and that I can be billed after my event.</p> <p>Responsible Party Signature: _____</p> <p>Submission Date: _____</p> <p>For Office Use Only:</p> <p>Date Received: _____</p> <p>Date Paid: _____</p> <p>Council Approval / Denial Date: _____</p> <p>Date applicant notified of Council action and any event stipulations: _____</p> <p>Event Stipulations:</p>	

Rock River

Lorman
Bicentennial
Park

Glacial River Trail

S Water St W

Fort Atkinson
Police Department

Lumber St



Fort Atkinson
Fire Department

Milwaukee Ave W

Milwaukee Ave W



MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

FROM:

RE: Review and possible action relating to Renewal Alcohol Beverage License
Application for Fort Atkinson Generals Baseball Team, Class "B" Fermented
Malt Beverage (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

The State of Wisconsin regulates alcohol licensing for local governments through Chapter 125. Local governments are given the authority to issue licenses where alcohol is consumed in a public place in accordance with requirements set forth by Statute. There are three classes of Licenses: Class A, Class B, and Class C. "Class C" pertains strictly to wine with consumption on-site in a restaurant. The difference between Class A and B is where alcohol is authorized for sale and for consumption. Class A generally offers sale of alcohol on-site with consumption off-site (e.g. grocery or liquor store, gas station or convenience store). Class B allows for on-site sale and on-site consumption (e.g. Restaurant, Bar, Bowling Alley, Tavern). Class A can easily be remembered as you consume alcohol Away from the premises. Likewise, Class B you consume on-site, for example *Bar*.

A Class "B" beer license may be issued for any six-month period in a calendar year at 50% of the regular annual fee, but such licenses may not be renewed during the calendar year (sec. 125.26(5)).

State Statutes have established quotas for "Class B" Intoxicating Liquor licenses issued by municipalities. Statutes do not provide quotas for Class "B" Fermented Malt Beverage licenses; however, Statutes do allow municipalities to establish such quotas.

The City of Fort Atkinson does not have a quota on Class "B" Fermented Malt Beverage licenses.

DISCUSSION

The General Baseball Team submitted a renewal application for their fermented malt beverage license. The Team sells beverages during their home games and Baseball Fest which is conducted in June. As required, they have licensed operators (bartenders) and take measures to ensure those purchasing and consuming are of legal drinking age.

Applicant: Fort Atkinson Generals Baseball Team Inc.

License: Class “B” Fermented Malt Beverage

Licensing period: April 1, 2024 to September 30, 2024

Agent: Tim Garant

Premise: Jones Park concession stand, grandstand and whole park.

During Baseball Fest in June, the consumption will include the fenced horseshoe pits, carnival and concert.

FINANCIAL ANALYSIS

License fees are determined locally, but must be within the statutory maximum and minimum. Municipalities are free to set the fee anywhere within the statutory range without justifying their costs. A six-month license will be one-half of the annual license fee for such a license. A Class “B” Fermented Malt Beverage license is \$100.00 per licensing period, July 1 to June 30. The six-month license fee would be \$50.00 and a \$30.00 publication fee for a license renewal.

RECOMMENDATION

Renewal Alcohol Beverage License Application – Fort Atkinson General Baseball Team, Inc

ATTACHMENTS

1. CC Memo General Six Month 2024



MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Renewal Alcohol Beverage License Application for Fort Atkinson Generals Baseball Team, Class "B" Fermented Malt Beverage

BACKGROUND

The State of Wisconsin regulates alcohol licensing for local governments through Chapter 125. Local governments are given the authority to issue licenses where alcohol is consumed in a public place in accordance with requirements set forth by Statute. There are three classes of Licenses: Class A, Class B, and Class C. "Class C" pertains strictly to wine with consumption on-site in a restaurant. The difference between Class A and B is where alcohol is authorized for sale and for consumption. Class A generally offers sale of alcohol on-site with consumption off-site (e.g. grocery or liquor store, gas station or convenience store). Class B allows for on-site sale and on-site consumption (e.g. Restaurant, Bar, Bowling Alley, Tavern). Class A can easily be remembered as you consume alcohol *Away* from the premises. Likewise, Class B you consume on-site, for example *Bar*.

A Class "B" beer license may be issued for any six-month period in a calendar year at 50% of the regular annual fee, but such licenses may not be renewed during the calendar year (sec. 125.26(5)).

State Statutes have established quotas for "Class B" Intoxicating Liquor licenses issued by municipalities. Statutes do not provide quotas for Class "B" Fermented Malt Beverage licenses; however, Statutes do allow municipalities to establish such quotas.

The City of Fort Atkinson does not have a quota on Class "B" Fermented Malt Beverage licenses.

DISCUSSION

The General Baseball Team submitted a renewal application for their fermented malt beverage license. The Team sells beverages during their home games and Baseball Fest conducted in June. As required, they have licensed operators (bartenders) and take measures to ensure those purchasing and consuming are of legal drinking age.

Applicant: Fort Atkinson Generals Baseball Team Inc.

License: Class “B” Fermented Malt Beverage

Licensing period: April 1, 2024 to September 30, 2024

Agent: Tim Garant

Premise: Jones Park concession stand, grandstand and whole park.

During Baseball Fest in June, the consumption will include the fenced horseshoe pits, carnival and concert.

FINANCIAL ANALYSIS

License fees are determined locally, but must be within the statutory maximum and minimum. Municipalities are free to set the fee anywhere within the statutory range without justifying their costs. Six-month license will be one-half of the annual license fee for such license. A Class “B” Fermented Malt Beverage license is \$100.00 per licensing period, July 1 to June 30. The six-month license fee would be \$50.00 and a \$30.00 publication fee for a license renewal.

RECOMMENDATION

Staff recommends that the City Council approve the Renewal Alcohol Beverage License for a Class “B” Fermented Malt Beverage for Fort Atkinson Generals Baseball Team Inc for use at Jones Park from April 1, 2024 to September 30, 2024.

ATTACHMENTS

Renewal Alcohol Beverage License Application – Fort Atkinson General Baseball Team, Inc



MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action relating to Renewal Alcohol Beverage License Application for Fort Atkinson Lions Club, Class "B" Fermented Malt Beverage (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

The State of Wisconsin regulates alcohol licensing for local governments through Chapter 125. Local governments are given the authority to issue licenses where alcohol is consumed in a public place in accordance with requirements set forth by Statute. There are three classes of Licenses: Class A, Class B, and Class C. "Class C" pertains strictly to wine with consumption on-site in a restaurant. The difference between Class A and B is where alcohol is authorized for sale and for consumption. Class A generally offers sale of alcohol on-site with consumption off-site (e.g. grocery or liquor store, gas station or convenience store). Class B allows for on-site sale and on-site consumption (e.g. Restaurant, Bar, Bowling Alley, Tavern). Class A can easily be remembered as you consume alcohol *Away* from the premises. Likewise, Class B you consume on-site, for example *Bar*.

A Class "B" beer license may be issued for any six-month period in a calendar year at 50% of the regular annual fee, but such licenses may not be renewed during the calendar year (sec. 125.26(5)).

State Statutes have established quotas for "Class B" Intoxicating Liquor licenses issued by municipalities. Statutes do not provide quotas for Class "B" Fermented Malt Beverage licenses; however, Statutes do allow municipalities to establish such quotas.

The City of Fort Atkinson does not have a quota on Class "B" Fermented Malt Beverage licenses.

DISCUSSION

The Fort Atkinson Lions Club submitted a renewal application for their fermented malt beverage license. The Club operates the concession stand at Ralph Park during the adult softball season in evenings running May through early September. As required, they have licensed operators (bartenders) and take measures to ensure those purchasing and consuming alcohol

are of legal drinking age.

Applicant: Fort Atkinson Lions Club – SCARP (Selling Concessions at Ralph Park)

License: Class “B” Fermented Malt Beverage

Licensing period: May 1, 2024 to October 31, 2024

Agent: Michelle Ebbert

Premise: Ralph Park concession stand and storage in block building. Consumption on grass, concrete, bleachers, softball fields, dugouts, pavilions and restrooms. Records are maintained in the Agent’s office, 101 N. Main Street.

FINANCIAL ANALYSIS

License fees are determined locally, but must be within the statutory maximum and minimum. Municipalities are free to set the fee anywhere within the statutory range without justifying their costs. Six-month license will be one-half of the annual license fee for such license. A Class “B” Fermented Malt Beverage license is \$100.00 per licensing period, July 1 to June 30. The six-month license fee would be \$50.00 and a \$30.00 publication fee for a license renewal.

RECOMMENDATION

Staff recommends that the City Council approve renewing the Annual Alcohol Beverage License for a Class “B” Fermented Malt Beverage for Fort Atkinson Lions Club for use at Ralph Park from May 1, 2024 to October 31, 2024.

ATTACHMENTS

1. 2024 Lions Club SCARP License App

Renewal Alcohol Beverage License
Application

FOR CLERKS ONLY

Municipality

License Period

License(s) Requested

- ☐ Class "A" Beer \$ _____ ☐ "Class A" Liquor \$ _____
- ☐ Class "B" Beer \$ _____ ☐ "Class B" Liquor \$ _____
- ☐ "Class C" Wine \$ _____ ☐ "Class A" Liquor (Cider Only) \$ 0
- ☐ Reserve "Class B" Liquor \$ _____ ☐ "Class B" (Wine Only) Winery \$ _____

License Fees	\$
Publication Fee	\$
Background Check	\$
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)
2. Trade Name or DBA
3. Premises Address
4. County 5. Municipality 6. Aldermanic District
7. Mailing Address (if different from premises address)
8. FEIN 9. Wisconsin Seller's Permit Number
10. Premises Phone 11. Premises Email
12. Entity Type (check one)
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization
13. Describe your premises in detail. Attach a floor plan if possible. If you do not want to change your premises description, use the same language previously approved by your municipality, which may be found on your most recent license certificate. Requested changes to the premises description must be approved by the municipal governing body.

Part B: Questions

1. Have you added or removed any partners, officers, directors, or managing members since your most recent application was submitted? ☐ Yes ☐ No

If yes to question 1, please list the names, titles, and phone numbers of any changed persons, and attach Form AT-103 for all NEW members.

First Name	Last Name	
Phone	Title	<input type="checkbox"/> Add <input type="checkbox"/> Remove
First Name	Last Name	
Phone	Title	<input type="checkbox"/> Add <input type="checkbox"/> Remove
First Name	Last Name	
Phone	Title	<input type="checkbox"/> Add <input type="checkbox"/> Remove

Part B: Questions Cont.

2. Has any partner, officer, director, managing member, or agent had any changes to their most recently filed Form AT-103 including updated contact information, changes in address, criminal history, interest restrictions, etc? If yes, attach a new Form AT-103 reflecting the updated information ☐ Yes ☐ No
3. Does the licensee or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets if necessary ☐ Yes ☐ No
4. Have the partners, agent, or sole proprietor, satisfied the responsible beverage server training requirement for this license period? ☐ Yes ☐ No
5. Is the person or business identified in Part A, the genuine seller of alcohol beverages and operator of the business (e.g., reporter of profit/loss from the sale of alcohol beverages on their income tax return, holder of the seller's permit for the business location, payer of employees, taxes, utilities, and other expenses for the business, etc.)? ☐ Yes ☐ No
6. Is the business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☐ No
7. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☐ No

Part C: For Corporate/LLC Applicants Only:

1. Has your designated agent changed since your most recent application? If yes, list the new agent name below and attach Form AT-103 for that person and a Form AT-104 ☐ Yes ☐ No
- | | | |
|--------------------|------------------|--------------------|
| 2. Agent Last Name | Agent First Name | Agent Phone Number |
|--------------------|------------------|--------------------|

Part D: Attestation

Who must sign this application?

- sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature		Date
Name (Last, First, M.I.)		
Title	Email	Phone

Part E: For Clerk Use Only

Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

Form AT-115 Instructions

Alcohol Beverage License Application Renewal

When should I use AT-115?

- You hold an expiring alcohol beverage retail license and would like to renew the license.
- If your legal business entity has changed or you are moving your premises to a new location outside your current municipality, use Form AT-106, *Original Alcohol Beverage License Application*.
- If you are applying for a new alcohol beverage license, you must use Form AT-106.

Who issues alcohol beverage licenses?

Municipal clerks of cities, villages, and towns issue alcohol beverage licenses after the governing body (city council, town or village board) grants the license.

How to fill out AT-115?

License Period:

- Annual licenses start July 1 and expire June 30 the following year except licenses issued by the City of Milwaukee. Annual licenses issued by the City of Milwaukee may be issued at any time throughout the year and are valid for one year from the date of issuance.

Licenses Requested and License Fees:

- Select all the alcohol beverage license(s) you would like to apply for.
- Generally, you may apply for no more than two licenses for the same premises. Further, some license combinations are not acceptable, (e.g., "Class A" and a Class "B").
- For descriptions of each of the alcohol beverage licenses and their authorizations, see [Publication 302, Information for Wisconsin Alcohol Beverage and Tobacco Retailers](#).
- License costs are determined by the municipality within a range set by state law. Ask your clerk how much the license, background check, and publication fees in that municipality cost.
- License fees for licenses issued for less than 1 year must be prorated according to the number of months or fraction of months remaining in the licensing year.

Part A: Premises/Business Information

- Enter the legal business name in box 1.
- Enter the trade name or "doing business as" name in box 2, if different than the name in box 1.
- All requests for "premises" information are requests for the physical location within the municipality and contact information to reach the business during open hours.
- Check one entity type in box 12 to indicate how the business is legally organized.
- Box 9: For questions about obtaining a seller's permit, see [Sellers Permit Common Questions](#).
- Box 13: Describe your premises in detail. Attach a floor plan if possible. If you do not want to change your premises description, use the same language previously approved by your municipality, which may be found on your most recent license certificate. Requested changes to the premises description must be approved by the municipal governing body.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Part B: Questions

- Question 1: Answer yes if you have added a new partner, officer, director, managing member, or if someone left your business' organization.

Provide basic information for all NEW persons involved in the applicant business, including:

- Partners of a partnership
- Officers, directors, and agent of a corporation or nonprofit organization
- Managing members and agent of a limited liability company

Example titles: Director, Chief Financial Officer, Member, Partner, etc.

- Include a Supplemental Questionnaire (Form AT-103) for each person added in this section with the submission of this application.

NOTE: If your business entity changed (e.g., from an LLC to a Corporation) you may not use this form. Please apply for your license with Form AT-106.

- Question 2: Answer yes to this question if any of your continuing partners, officers, directors, managing members, or agent have had changes in any information that's reported on AT-103 including:
 - Contact information
 - Address
 - Interest restrictions
 - Criminal history

Include an updated Form AT-103 for any persons that require reporting of changes.

- Question 3: Wisconsin law generally prohibits businesses and individuals from having an interest in more than one tier of the alcohol beverage industry (production, wholesale, and retail). Some examples of prohibited interest restrictions are described in Administrative Code ([Tax 8.87](#), Wis. Adm. Code).
- Question 6: A licensee may only buy liquor or beer for cash or on credit terms for a period not to exceed:
 - Beer - 15 days
 - Liquor - 30 days

A person may not be issued a license if they are indebted to a wholesaler in excess of these limits

- Question 7: Renewal of licenses may be denied pursuant to a local ordinance if the licensee owes municipal taxes, assessments, or other fees.

Part C: For Corporate/LLC Applicants Only

- Complete this section if you checked corporation or a limited liability company in box 12, Part A.
- Question 1: Answer yes to this question if your business has a new appointed agent. Include an AT-103 for that person and an AT-104 with this application.

Part D: Attestation

- Read the attestation carefully, then sign and date.

Part E: For Clerk Use Only

- “Date license granted” means the date the municipal governing body approved the license to be issued.
- “Date license issued” means the date the municipal clerk issued the license certificate document.

Completion and Submission of AT-115

- Submit the completed application to the clerk of the municipality in which you are applying for a license.
 - License applications must be filed with the municipal clerk at least 15 days before they can be approved by the governing body, except licenses issued by municipalities within Milwaukee County. Governing bodies of municipalities within Milwaukee County establish their own period that applications must be filed with the municipal clerk.
 - In addition to Form AT-115, include:
 - Form AT-103 for the sole-proprietor; all officers, directors, and agent of a corporation or nonprofit organization; all members/partners of a partnership; all managing members and agent of a limited liability company.
 - Form AT-104 for corporation and LLC applicants
 - License and publication fees as required by your municipality
 - Responsible beverage server training course completion certificate or other acceptable replacement document described in Part B, Question 4.
 - Proof the applicant holds a seller's permit, such as a copy of the seller's permit document
- Note** see [Publication 206](#), *Sales Tax Exemptions for Nonprofit Organizations*, for information on when a nonprofit organization may be exempt from holding a seller's permit.
- All other information and documents required by your municipality

NOTE: You are required by federal law to register as an Alcohol Dealer with the federal Alcohol and Tobacco Tax and Trade Bureau (TTB) before beginning business. Use [Form TTB F 5630.5d Alcohol Dealer Registration](#) and return the form to the address listed on the instructions.

Open Records

This application is an open record under state law (sec. [19.35](#), Wis. Stats.) and may be provided to the public. If this license is issued by your municipality, your municipality must report the license to the Wisconsin Department of Revenue. The department will not disclose personal information such as residential addresses, home phone numbers, social security numbers, age, birth date, and place of birth of individuals, including partners, officers, directors, members, managers, and agents of corporations or LLCs.

Assistance

This form is designed by the Department of Revenue for use by municipal governments. If you require assistance with this form, consider reaching out to your local clerk for assistance with the following:

- Submission of this application and associated forms
- Availability and cost of certain licenses in a community

If you have questions about alcohol beverage laws and regulations, you may contact the Department of Revenue using the contact information below.

Website: [DOR Alcohol Beverage \(wi.gov\)](http://DORAlcoholBeverage.wi.gov)

Write: DORAlcoholTobaccoEnforcement@wisconsin.gov

Call: (608) 264-4573

Resources Provided by the Department of Revenue

[Publication 302](#) *DOR Alcohol Beverage Laws for Retailers Licenses*

[Publication 309](#) *Retail Alcohol Beverage Licensing Guide for Municipalities*

[Fact Sheet 3101](#) *Licenses for Retail Sale of Alcohol Beverages*

[Fact Sheet 3103](#) *Licensed or Permitted Premises Description*

[Fact Sheet 3116](#) *Reserve "Class B" Liquor Licenses*

[Fact Sheet 3118](#) *"Class B" Liquor License Quotas*



MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: Review and possible action relating to a proclamation recognizing February 18-24, 2024 as Engineer's Week in the City of Fort Atkinson (Houseman, City Manager)

BACKGROUND

February 18-24, 2024 is recognized as Engineer's Week by the National Society of Professional Engineers. It was initiated in 1951 and is dedicated to ensuring a diverse and well-educated future engineering workforce by increasing understanding of and interest in engineering and technology careers.

Today, Engineer's Week is a formal coalition of more than 70 engineering, education, and cultural societies, and more than 50 corporations and government agencies. Dedicated to raising public awareness of engineers' positive contributions to quality of life, this observance promotes recognition among parents, teachers, and students of the importance of a technical education and a high level of math, science, and technology literacy, and motivates youth, to pursue engineering careers in order to provide a diverse and vigorous engineering workforce. Each year, Engineer's Week reaches thousands of schools, businesses, and community groups across the U.S.

DISCUSSION

Engineers use their scientific skills and specialized knowledge and abilities in creative and innovative ways to fulfill society's needs. The City's Engineer does important work solving problems in the City and planning for the future. He is responsible for managing the City's utilities, road infrastructure, airport, and supervising staff in the Public Works Department, among many other special projects and programs. City Engineer Andy Selle is a valuable member of the City's management team and significantly contributes to the high quality of life in the City of Fort Atkinson.

FINANCIAL ANALYSIS

Approving the proclamation is not expected to have a financial impact on the City.

RECOMMENDATION

Staff recommends the City Council approve the proclamation recognizing Engineer's Week to recognize the great work done by the City's Engineering Department each day and recognize City Engineer/Public Works Director Andy Selle.

ATTACHMENTS

1. 2024 Engineers Week Proclamation

**PROCLAMATION
RECOGNIZING NATIONAL ENGINEERS WEEK
FEBRUARY 18-24, 2024**

WHEREAS, engineers use their scientific skills and specialized knowledge and abilities in creative and innovative ways to fulfill society's needs; and

WHEREAS, engineers help solve major technological challenges of our time - from designing efficient building systems to rebuilding cities and towns devastated by natural disasters; and

WHEREAS, engineering has been called the invisible or stealth profession because everything around us and things we use every day have been engineered in some way, yet we may not see the engineers behind the scenes or know much about engineering; and

WHEREAS, founded in 1951, National Engineers Week (EWeek) is dedicated to ensuring a diverse and well-educated future engineering workforce by increasing understanding of, and interest in, engineering and technology careers; and

WHEREAS, Engineer's Week is a formal coalition of more than 70 engineering, education and cultural societies, with more than 50 corporations and government agencies dedicated to raising public awareness of engineers' positive contributions to quality of life; and

WHEREAS, Engineer's Week promotes recognition among parents, teachers and students of the importance of a technical education and a high level of math, science and technology literacy, and motivates youth to pursue engineering careers in order to provide a diverse and vigorous engineering workforce; and

WHEREAS, the City of Fort Atkinson, Jefferson County, Wisconsin does observe National Engineers Week, February 18-24, 2024.

NOW, THEREFORE, I, Bruce Johnson, City Council President of the City of Fort Atkinson, Wisconsin do hereby proclaim February 18-24, 2024 as

"NATIONAL ENGINEER'S WEEK"

in the City of Fort Atkinson, and urge all citizens to join me in recognizing the important contributions of engineers to our daily lives.

Bruce Johnson, City Council President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: Review and possible action relating to a proclamation recognizing February 8, 2024 as Monarch Pledge Day in the City of Fort Atkinson (Houseman, City Manager)

BACKGROUND

The monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans. Both the western and eastern monarch populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent. For the first time in 2022 the City of Fort Atkinson took the Mayor's Monarch Pledge. The City took the pledge again for 2023 and 2024.

Found across the United States, monarch butterflies numbered around 1 billion in 1996. Today, their numbers have declined significantly as a result of numerous threats, particularly the loss of habitat due to cropland conversion, urban development, and agricultural practices. Degradation of wintering habitat in Mexico and California has also had a negative impact on the species.

Through the National Wildlife Federation's [Mayors' Monarch Pledge](#), cities and municipalities commit each year to create habitat and educate residents on how to make a difference at home or in their community. Cities that take the pledge commit to at least three of 30 action items to help save the monarch butterfly.

DISCUSSION

The City of Fort Atkinson recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife.

On February 8, 2024, the City of Fort Atkinson committed to launching a public communication effort to encourage residents to plant monarch gardens at their homes or in their neighborhoods, committed to issuing this proclamation to raise awareness about the decline of the monarch butterfly and the species' need for habitat, and committed to support the

maintenance of a monarch and pollinator-friendly demonstration garden and display educational signage at the monarch garden and pollinator habitat.

Monarch and pollinator-friendly demonstration gardens have been planted at the Hoard Historical Museum and may be planted on other City-owned land this spring.

FINANCIAL ANALYSIS

Approving the proclamation is not expected to have a financial impact on the City.

RECOMMENDATION

Staff recommends the City Council approve the proclamation for Monarch Pledge Day to raise awareness about the issues pollinators face.

ATTACHMENTS

1. Proclamation Monarch Pledge Day 2024

**PROCLAMATION
RECOGNIZING MONARCH PLEDGE DAY**

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, both the western and eastern monarch populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent; and

WHEREAS, the City of Fort Atkinson recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife; and,

WHEREAS, Cities, towns and counties have a critical role to play to help save the monarch butterfly, and the City of Fort Atkinson is striving to become a leader; and

WHEREAS, Every resident of the City of Fort Atkinson can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

WHEREAS, on February 8, 2024, the City of Fort Atkinson has committed to launching a public communication effort to encourage residents to plant monarch gardens at their homes or in their neighborhoods, committed to issuing this proclamation to raise awareness about the decline of the monarch butterfly and the species' need for habitat, committed to planting a monarch and pollinator-friendly demonstration garden at a prominent location in the City and display educational signage at the monarch garden and pollinator habitat.

NOW, THEREFORE, I, Bruce Johnson, as City Council President of the City of Fort Atkinson, do here by recognize February 8, 2024, as Monarch Pledge Day in the City of Fort Atkinson, and encourage all residents to participate in community activities that support and celebrate monarch conservation.

Proclaimed this 20th day of February 2024.

CITY OF FORT ATKINSON

Bruce Johnson, Council President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: Review and possible action relating to an engagement letter with Baker Tilly US, LLP to file an Independent Attestation Report with the Wisconsin Department of Transportation for the City's 2016 Transportation Economic Assistance (TEA) Grant (Houseman, City Manager)

BACKGROUND

In 2016, the City of Fort Atkinson received a Transportation Economic Assistance (TEA) Grant from the Wisconsin Department of Transportation in support of the Rockwell Avenue reconstruction project. The TEA grant required an agreement between the City and a private company indicating that the company would create and retain a certain number of jobs over a period of time.

DISCUSSION

The City partnered with the Jones Dairy Farm, which created 30 new jobs due to the additional infrastructure constructed with the Rockwell Avenue project. Part of the Agreement between the City, Jones Dairy Farm, and the DOT required that there be an independent attestation report conducted after seven years to ensure that the number of jobs agreed to be created were indeed created, and have since been retained.

City staff sought out a proposal from the City's contracted auditor, Baker Tilly, to provide such a report to meet the DOT's requirements. Baker Tilly provided the attached proposal to create the required independent attestation report.

FINANCIAL ANALYSIS

The City received a TEA grant in the amount of \$1,000,000 to assist with the Rockwell Avenue project. The proposal from Baker Tilly includes an amount not to exceed \$10,000 to create the report, which includes working with Jones Dairy Farm to review the number of jobs created and retained, as well as the salaries for those jobs and other pertinent data. The cost of this report was not budgeted in 2024 due to the fact that staff was not aware of the seven-year report requirement. However, the Rockwell Avenue construction project costs were split between the water, sewer, and stormwater utilities and the transportation fund. Staff proposes to split the cost of this report among these funds as well per the table below.

Funding Sources - Independent Attestation Report for TEA Grant

Fund	Account Number	Amount
Water Utility	03-33-0092-3000	\$ 2,500.00
Wastewater Utility	02-82-0856-0200	\$ 2,500.00
Stormwater Utility	10-52-5251-0300	\$ 2,500.00
Transportation Fund	05-60-0064-3100	\$ 2,500.00
	TOTAL:	\$ 10,000.00

RECOMMENDATION

Staff recommends that the City Council approve the proposal from Baker Tilly in an amount not to exceed \$10,000 to prepare an independent attestation report as required by the Wisconsin DOT per the TEA Grant requirements.

ATTACHMENTS

1. City of Fort Atkinson 2023 TEA Grant AUP - Engagement letter
2. Signed Job Guarantee 10.3.2016

Baker Tilly US, LLP
4807 Innovate Ln
PO Box 7398
Madison, WI 53707-7398
United States of America

T: +1 (608) 249 6622
F: +1 (608) 249 8532

bakertilly.com

February 7, 2024

To the City Council
City of Fort Atkinson
111 N. Main St
Fort Atkinson, Wisconsin 53538-1896

Dear Council Members :

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our, us) as your accountants and business advisors.

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for City of Fort Atkinson (the City, Client, you, your).

Services and Related Report

We currently expect to perform the agreed-upon procedures specified and agreed to by you and Jones Dairy (the "specified parties") on the reporting requirements outlined in Trans. 510.08(1)(a) and (b) of the State of Wisconsin administrative code, as of December 2, 2023. The reporting requirements are your responsibility. The intended purpose of this engagement is for Baker Tilly to fulfill the roles and responsibilities of the "CPA" as outlined in Trans. 510.08(1)(a) and (b) of the State of Wisconsin administrative code. Specifically, the specified parties must provide the following to the Wisconsin Department of Transportation (WisDOT) at job reporting time:

- Letter from TEA business (Jones Dairy) to TEA governing body (the City) confirming they followed the reporting requirements as outlined in TEA application and agreements. This letter should identify if job goal was met, missed, or exceeded. Enclosed with the letter, there should be the following documents completed by CPA or applicable as defined in; (1) independent attestation report signed by CPA or applicable as defined in, (2) agreed-upon procedures for determining if job goals were met, (3) recap of jobs created/retained.
- Letter from governing body to WisDOT TEA program manager confirming what the TEA business is reporting in job creation/retention and attesting to the accuracy of the jobs reported and supporting documentation provided.

Prior to the completion of the engagement, you agree to provide us with written agreement and acknowledgment that the procedures performed are appropriate for this intended purposes.

To the City Council
City of Fort Atkinson

February 7, 2024
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We expect to issue a written report addressed to you and use of the specified parties, upon the completion of our engagement that lists the procedures performed and our findings. You understand that our report is intended solely for your information and use and the information and use of the specified parties, and should not be used by anyone else and that this restriction will be indicated in a separate paragraph in our report. Our report will also contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. If, for any reason, we are unable to complete any of the procedures, or if we determine in our professional judgment the circumstances necessitate, we will describe in our report any restrictions on the performance of the procedures, or may withdraw and decline to issue a report as a result of this engagement.

Our Responsibilities and Limitations

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Determining the sufficiency of the procedures performed and their relationship to the intended purpose of the engagement is solely your responsibility and the responsibility of the specified parties. Consequently, we make no representation regarding the sufficiency of the procedures performed as a part of this engagement either for the intended purpose for which this report has been requested or for any other purpose.

Because the agreed-upon procedures specified do not constitute an examination or review, we will not express an opinion or conclusion on the reporting requirements. In addition, we have no obligation to perform any procedures beyond those specified by you and the specified parties.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the reporting requirements that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the reporting requirements, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Management's Responsibilities

You are responsible for providing us with (1) access to all information of which the appropriate parties are aware is relevant to the performance of the agreed-upon procedures, (2) additional information that we may request from the appropriate parties for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the appropriate parties from whom we determine it necessary to obtain evidence related to the performance of the agreed-upon procedures.

At the conclusion of our engagement, you agree to provide certain representations in the form of a representation letter. We will also request certain written representations in the form of a representation letter from Jones Dairy.

If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, you agree to provide a written representation that you have obtained from those additional specified parties, agreement to the procedures performed and acknowledgment that those procedures are appropriate for their purposes.

Nonattest Services

Prior to or as part of our engagement, it may be necessary for us to perform certain nonattest services.

To the City Council
City of Fort Atkinson

February 7, 2024
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Nonattest services that we will be providing are as follows:

- > Financial statement preparation
- > Adjusting journal entries
- > Compiled regulatory reports
- > CIVIC Systems Software

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Timing and Fees

We plan to begin our procedures as soon as we receive the necessary information and, unless unforeseeable problems are encountered, the engagement should be completed by April 15, 2024. Completion of our work is subject to, among other things, (i) appropriate cooperation from the City's and Jones Dairy's personnel, including timely preparation of necessary schedules and (ii) timely responses to our inquiries. When and if for any reason the City is unable to provide such schedules, information and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the engagement.

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City agrees to be responsible for all expenses of collection including related attorneys' fees.

We estimate that our fees for these services will be up to \$10,000 for the agreed-upon procedures.

To the City Council
City of Fort Atkinson

February 7, 2024
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Our fees, as summarized above, are based upon attestation standards established by the American Institute of Certified Public Accountants that have been issued and are effective as of the date of this letter. Should additional standards be issued subsequent to, or become effective for, the periods covered by this engagement, our estimated fees will be adjusted accordingly. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of separate arrangements.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City, unless otherwise prohibited. In the event we are requested by the City or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City if disclosure of confidential information is necessary for peer review purposes.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed-upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third party claim, relating to or arising as a result of the services, or this Engagement Letter.

To the City Council
City of Fort Atkinson

February 7, 2024
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Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, City personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

The documentation for this engagement, including the working papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City hereby authorizes us to do so.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees to Baker Tilly, it is hereby agreed that the City will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly US, LLP for a period of twelve (12) months following the date of conclusion of this engagement. If the City violates this nonsolicitation clause, the City agrees to pay to Baker Tilly a fee of equal to the hired individual's new annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

To the City Council
City of Fort Atkinson

February 7, 2024
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The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City by Baker Tilly ("Online Offering") constitute the entire agreement between the City and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

To the City Council
City of Fort Atkinson

February 7, 2024
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If there are any questions regarding the Engagement Letter, please contact Andrea Jansen, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards. Andrea Jansen is available at 608 240 2338.

Sincerely,

BAKER TILLY US, LLP

A handwritten signature in black ink that reads "Baker Tilly US, LLP". The signature is written in a cursive, flowing style.

The services and terms as set forth in this Engagement Letter are agreed to by:

Official Signature

Title

Date



TEA JOB GUARANTEE

Wisconsin Department of Transportation
DT1286 11/2015



The City of Fort Atkinson ("Applicant") agrees to authorize the inclusion of, and be bound by, this repayment provision in the separate State-Municipal Agreement (SMA) that will be executed between it and the Wisconsin Department of Transportation (WisDOT) as part of WisDOT's approval of Applicant's request for assistance under the Transportation Facilities Economic Assistance and Development (TEA) program.

The City of Fort Atkinson agrees, in this repayment provision, to reimburse WisDOT for up to the full grant amount if employment within the economic development project (Reconstruction of Rockwell Ave.) fails to meet the following goals:

From a baseline employment of 352 jobs:

- (1) Creation of 30 new jobs within three years after the SMA is executed; and, retention of said 30 new jobs seven years after the SMA is executed
- (2) In addition to said new jobs, retention of 352 jobs three years, and seven years, after the SMA is executed

Total number of jobs to be retained at both the three-year and seven-year reporting dates: 382

For purposes of this provision, a job is defined to be consistent with Ch. Trans. 510, Wis. Adm. Code. It will include all new non-retail jobs and exclude jobs obtained through geographic job transfers within Wisconsin except those that would be lost to the state. Eligible jobs include full time equivalents (FTE's).

At three years and again at seven years after the SMA is executed, the City of Fort Atkinson will report to WisDOT the number of FTE jobs that were created and/or retained. For TEA grants of \$100,000 or more, the reports will be accompanied by an attestation report created and signed by an independent Certified Public Accountant licensed or certified under ch. 442, Wis. Stats., expressing an opinion on the number of eligible jobs; the director or principal officer of the City of Fort Atkinson will also attest, including by signature, to the accuracy of the job numbers.

If the job guarantee is not satisfied, WisDOT will evaluate the job benefits that have been obtained in order to determine if reimbursement of either the full grant amount or a reduced amount, based on a prorated share related to the number of jobs that have materialized as a result of the economic development project, is appropriate, or other remedy under s. Trans 510.08(3), Wis. Adm. Code.

The full grant amount involved here, of which partial or total reimbursement may be required, is \$1,000,000.00.

X Mark Gottlieb

(Signature of WisDOT Secretary)

Mark Gottlieb, P.E.
Secretary,
Wisconsin Department of Transportation

10/3/2016

(Date - m/d/yy)

X Matt Trebatoski

(Signature of the Applicant's Authorized Representative)

Matt Trebatoski, City Manager
(Print Name and Title of Representative)

101 N. Main Street
(Street, PO Box)

Fort Atkinson, 53538
(City, ZIP Code)

9/7/16
(Date - m/d/yy)



MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action relating to Alcohol Beverage License Agent Change Handyspot 105, LLC 303 S. Main Street (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

The State of Wisconsin regulates alcohol licensing for local governments through Chapter 125. Alcohol Licenses issued to Limited Liability Companies must appoint an agent to operate the business. Agent responsibilities per Statute are listed below:

(6) Licenses to corporations and limited liability companies; appointment of agents.

125.04(6)(a)(a) Agent. No corporation or limited liability company organized under the laws of this state or of any other state or foreign country may be issued any alcohol beverage license or permit unless:

125.04(6)(a)1. 1. The entity first appoints an agent in the manner prescribed by the authority issuing the license or permit. In addition to the qualifications under sub. (5), the agent must, with respect to character, record and reputation, be satisfactory to the issuing authority.

125.04(6)(a)2. 2. The entity vests in the agent, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the licensee or permittee could have and exercise if it were a natural person.

125.04(6)(b) (b) Successor agent. A corporation or limited liability company may cancel the appointment of an agent and appoint a successor agent to act in the agent's place, for the remainder of the license year or until another agent is appointed, as follows:

125.04(6)(b)1. 1. The successor agent shall meet the same qualifications required of the first appointed agent.

125.04(6)(b)2. 2. The entity shall immediately notify the issuing authority, in writing, of the appointment of the successor agent and the reason for the cancellation and new appointment.

125.04(6)(c) (c) Authority of successor. A successor agent shall have all the authority, perform all the functions and be charged with all the duties of the previous agent of the corporation or limited liability company until the next regular or special meeting of the issuing authority if a license is held. However, the license of the corporation or limited liability company shall cease to be in force if, prior to the next regular or special meeting of the issuing authority, the clerk of the licensing authority receives notice of disapproval of the successor agent by a peace officer of the

municipality issuing the license.

DISCUSSION

Handyspot 105 LLC, located at 303 S Main Street, has submitted a request for an agent change. Agents for licensed establishments manage many aspects of a business including scheduling, hiring, ordering of product, and managing finances. A background check was performed on the applicant without concerns.

FINANCIAL ANALYSIS

There is a \$10 fee associated with an agent change.

RECOMMENDATION

The License Committee met on February 6, 2024 and recommended that the City Council approve the agent change. Staff recommends that the City Council approve the agent change for Handyspot 105 LLC, 303 S Main Street for Juljit Paul Singh for the licensing period February 21, 2024 through June 30, 2024.

ATTACHMENTS

1. Handyspot Agent App

Alcohol Beverage License Application
Supplemental QuestionnaireDate
01/05/2024

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

Part A: Premises/Business Information

1. Registered Entity Name (or individual name if sole proprietor)	
HANDYSPOT LLC	
2. Trade Name or DBA	
HANDYSPOT LLC	
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization

Part B: Individual Information

1. Name (Last, First, M.I.)			
KULJIT PAUL SINGH			
2. Relationship to Registered Entity (Title)		3. Email	4. Phone
			269 861-1800
5. Home Address			
5719 LAKE EDGE ROAD			
6. City	7. State	8. Zip Code	9. Date of Birth
MCFARLAND	WI	53558	09/08/1976
10. Drivers License/State ID Number		11. Drivers License/State ID State of Issuance	
S520-5157-6256			

Part C: Address History

List in chronological order your last two residence addresses within the last 5 years.	
Previous Address 1	
1007, EAST MARQUETTE WOODS ROAD	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)
St. Joseph, MI, 49085	2008 - till date
Previous Address 2	
1007, EAST MARQUETTE WOODS ROAD	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)
ST. JOSEPH, MI, 49085	2008 - till date

Part D: Employment History

List in chronological order your last two employers within the last 5 years.	
Employer's Name	
MS PETROLEUM	
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)
2670, M139, BENTON HARBOR, MI, 49022	Jan/2015 - Dec/2016
Employer's Name	
HANDYSPOT KP SINGH	
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)
509, CLEVELAND EYE HIGHWAY 29, MI, 46368	Jan/2017 - Dec/2022

Part E: Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No
- If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No
- If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part F: Questions

1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2. MI, CH, IL, GA, VA ☒ Yes ☐ No
2. How long have you continuously lived in Wisconsin prior to the date of application? Years Months
3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. ☐ Yes ☒ No

Part G: Attestation

READ CAREFULLY BEFORE SIGNING: I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature <u>K. Paul Smith</u>	Date <u>01/05/2023</u>
--------------------------------	------------------------



MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Building/Zoning Administrator

RE: Review and possible action relating to the replacement of two portions of the municipal roof and tuck pointing (Draeger, Building/Zoning Administrator)

BACKGROUND

The municipal building roofs have been in place for many years and have been repaired several times during the lifespan. Roofs of this nature typically have a life expectancy of 15–20 years. The city does not know the exact date of installation of the current roof system. However, most assessments have the life of the roof at 30 or more years. This assessment of the current age of the roof and the expected life of a roof system prompted staff to budget for a partial replacement of the roof in the 2024 CIP.

Since 2022, the municipal building has been experiencing leaks in several areas of the building, resulting in visible deterioration of areas in the interior of the building. The deterioration is leading to the need for additional repairs to the building and possible structural failures if left in disrepair.

In addition to the failing roofs of the municipal building, there are some areas of the brick facade and parapet that also require immediate repair to aid in the prevention of leaks and, in some areas, prevent failure of the facade.

DISCUSSION

Three roofing contractors and three masonry contractors were invited to assess the roofs and the brick facade and to provide quotes for repairs and replacement. The contractors highlighted several deficiencies in the current roofs and facade, including failing roof membranes, flashing, and brick that compromise the integrity of the structure.

Two of the three roofing contractors recommended immediate full replacement of the roof in two of the sections that are currently experiencing leakage. The third contractor acknowledged that the roofs should be replaced soon but that a repair could extend the life a few more years without a guarantee. It should also be mentioned that the third contractor did not provide a quote for the replacement or the repairs. All the roofing contractors recommended budgeting for replacement of all roof sections within 5 years.

All three masonry contractors recommended immediate repairs to several areas of the brick facade and parapets as well as the need to budget for tuck pointing and replacement or repair of several window lintels within the next 2–3 years. One contractor provided a quote for the repairs and the whole project, one local contractor provided a quote for the repairs but indicated that the whole project was too large, and the third did not provide a quote for either part of the project.

After the assessments of all the building's roof sections and the masonry of the building, it was determined that there are two sections that are failing as well as several areas of the masonry that are either contributing to the leaks or are in danger of developing new leaks in other parts of the building.

FINANCIAL ANALYSIS

In the 2024 budget, Section Q, the 2024 Capital Improvements Budget, \$55,000 was budgeted for the replacement of the western section of the municipal building roof that is experiencing leakage and some masonry repairs. The source of these funds is the American Rescue Plan Act (ARPA) fund as shown on page 219. Staff solicited proposals for the replacement of two sections of the municipal building's failing roof sections and for repairs of the masonry in need of immediate attention. The City received two proposals for the replacement of the two roof sections and also received two proposals for masonry repairs shown in the following table.

Roofing Contractor	Location	Price	Warranty
Great Lakes Roofing	Germantown, WI	\$67,600.00	20-year manufacturer 15-year labor installer
Pioneer Roofing	Johnson Creek, WI	\$121,403.00	20-year manufacturer

Masonry Contractor	Location	Price	Warranty
Holton Brothers, Inc.	Grafton, WI	\$28,185.00	None Specified
Masonry by Design	Fort Atkinson, WI	\$30,000.00	None Specified

Great Lakes Roofing can complete the project in 2024 and Pioneer has an availability to complete the project in 2025. Additionally, the Great Lakes Roofing proposal is significantly less expensive than Pioneer. Holton Brothers, Inc. and Masonry by Design can complete their portions of the project in 2024, and the Holton Brothers, Inc. proposal is less expensive than Masonry by Design.

The budget in the CIP was based on an estimate for one section of roof repair in 2023 and did not include the cost of the tuck pointing. As such, the total cost of this project is \$95,785, well beyond what was included in the 2024 CIP. However, there are additional ARPA funds available that can be used for this necessary project. Note that all ARPA funds must be allocated to

specific projects by the end of 2024. Staff intends to provide a report and proposal for allocation of the remaining funds to the City Council this summer. Including this project, about \$200,000 of ARPA funds are budgeted to be expended in 2024.

RECOMMENDATION

Staff recommends that the City Council authorize staff to accept the proposal from Great Lakes Roofing for the replacement of sections 1 and 2 of the municipal building roof and the proposal from Holton Brothers, Inc. for the repairs of the buildings facade and parapets at a cost not to exceed \$95,785.00.

ATTACHMENTS

1. Great Lakes Section 1 Proposal 2024
2. Great Lakes Section 1 images 2024
3. Great Lakes Section 2 Proposal 2024
4. Great Lakes Section 2 images 2024
5. HOLTON BROTHERS REPAIRS QUOTE 2024
6. HOLTON BROTHERS REPAIRS IMAGE 2024
7. Great Lakes Overview 2024
8. Great Lakes Safety 2024
9. Immediate Tuckpointing locations 2024



Corporate Office

W194 N11095 Kleinmann Drive
Germantown, WI 53022
Phone 262.437.0600
Fax 262.437.0800
Toll Free 800.871.5151

www.greatlakesroofing.net

January 2, 2024

Project Name and Location:

City of Fort Atkinson
101 N. Main St.
Fort Atkinson, WI 53538

SCOPE OF WORK: FURNISH AND INSTALL PERMASEAL HOT-AIR SEAM WELDED REINFORCED MEMBRANE

- * Pre-job project profile has been submitted to Technical Department for approval of roof details.
- * Pre-job inspection has been completed with Great Lakes Roofing and owner's representatives.
- * Set up required safety equipment at site needed to comply with OSHA construction guidelines (i.e.: approved barricades, safety lines, rubbish chutes, etc.).
- * Great Lakes Roofing Corporation's written HAZZ/COMM Program and SDS sheets will be on job site at all times.
- * Roof top needed equipment and materials to install new, high quality roofing system covered and secured against wind and water damage.
- * Safely remove **Loose Pea Gravel** and dispose of debris.
- * Remove wet roofing and insulation then build up to existing height as needed on a time and material basis.
- * Repair possible deck material deterioration on a time and material basis.
- * Disconnection and reconnection of **HVAC Unit / Conduit** is owner's responsibility.
- * Furnish and install **.5" Recovery Board** roofing insulation and secure using approved fastening patterns.
- * Furnish and install new reinforced roof membrane with galvanized metal plates and high quality deck fasteners using

approved fastening patterns. Membrane is U.L. Class A fire rated.

- * Furnish and install corner and boot flashing accessories to ensure quality. Weld to manufacturer's approved details.
- * Flash all units, vents, stacks, and penetrations as needed using approved materials.
- * Completely seal all units, vents, stacks, and penetrations as needed using approved sealant.
- * Flash parapet walls using approved details to include securement at base of wall on **North / South / East / West**.
- * Wrap parapet walls using membrane and terminate where appropriate on **North / South / East / West**.
- * Furnish and install OSB to parapet walls as needed.
- * Furnish and install new retrofit drain inserts and seal according to manufacturer's approved detail.
- * Clean up project work area and dispose of our debris safely.
- * Complete all paperwork as needed for issuance of roof warranty.
- * **Twenty (20) year** manufacturer's membrane warranty.
- * **Fifteen (15) year** Great Lakes Roofing Corporation's Labor Warranty.

Investment Total Section 1: \$45,000.00

Submitted by: Matthew Wurth

ACCEPTANCE:

The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract.

Owner/Customer: _____

Signed By: _____

Date: _____

Great Lakes Roofing Corporation reserves the right to withdraw this scope of work.

WE HOLD THESE AWARDS:

WISCONSIN CORPORATE SAFETY AWARD

BETTER BUSINESS BUREAU TORCH AWARD FOR BUSINESS
ETHICS AND INTEGRITY

ROOFING CONTRACTOR MAGAZINE'S COMMERCIAL ROOFING
CONTRACTOR OF THE YEAR

WISCONSIN CORPORATE CITIZENSHIP AWARD

BOND COTE: TOP QUALITY CONTRACTOR AWARD

FUTURE 50 AWARD

GOVERNOR'S AWARD: 1ST "GOVERNOR'S SAFETY
COMMENDATION"

NRCA GOLD CIRCLE AWARD

STEVENS AND BONDCOTE ROOFING SYSTEMS' WISCONSIN
CONTRACTOR OF THE YEAR

NATIONAL RECOGNITION FOR:

OUR LADY OF GOOD HOPE CHURCH

ST. ROBERT BELLARMINE CHURCH

ST. RITA'S CHURCH

Visit us online at: www.greatlakesroofing.net

Thank you for choosing Great Lakes Roofing Corporation (contractor) for your roofing needs. We appreciate the confidence you have placed in us!

Terms and Conditions

- Delivery date, when given, shall be deemed approximate and performance shall be subject to delays caused by weather, fires, acts of God and/or other reasons not under the control of the contractor including the availability of materials. The customer agrees to obtain all necessary permits required for the described work.
- Most flat roofs pond water. The contractor cannot and will not, under any circumstances, guarantee that your roof will not pond water.
- Customer acknowledges that it is often difficult or impossible to determine the extent of repairs before work begins. Owner agrees that if additional or different scope of work is required to complete the project, owner shall pay for the additional and/or different work on a time and materials basis.
- Any installation of plumbing, electrical, flooring, decorating or any other construction work that is requested and not specifically set forth herein will be billed & performed on a time & material basis. In the event hidden or unknown contingencies arise, all additional work will be performed and billed on a time & material basis. This includes any items the presence of which cannot be determined until roof work commences.
- Any/all stated "R values" are per insulation manufacturers' specifications
- We (contractor) agree that we will perform this contract in conformity with customary industry practices. The customer agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full.
- Payments are to be made as follows:
1/3 upon approval 1/3 upon start 1/3 upon completion
- In order for any warranty to be effective, Owner must pay all sums owed to contractor under the agreement, including any work performed outside of scope. Upon completion of the project and payment in full, contractor shall provide owner with a copy of the warranty. **EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS OR IN THE WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CONTRACTOR.**
- Indemnification: Customer/Owner shall indemnify, defend and hold harmless contractor, its officers, employees, agents, directors, and representatives, from and against any and all claims, of whatever nature, for injuries or losses, or damages arising out of customer's gross negligence or intentional misconduct of customer's officers, employees, agents, directors, and/or representatives.
- Contractor's liability on any claim of any kind for any loss, damage, injury, liability or expense arising out of or in connection with or resulting from this project or from contractor's performance shall in no case exceed the price allocable to the work. **WITHOUT LIMITING THE GENERAL APPLICABILITY OF THE FOREGOING, CONTRACTOR SHALL IN NO EVENT HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REPUTATION OR LOSS OF GOODWILL, EVEN IF CONTRACTOR HAS BEEN ADVISED IN ADVANCE OF THE SAME.**
- Contractor's liability on any claim of any kind for any loss, damage, liability or expense arising out of or in connection with or resulting from this project or from contractor's performance shall in no case exceed the price allocable to the work.
- **AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**
- **AS REQUIRED BY THE ILLINOIS MECHANICS LIEN ACT, THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING LABOR, SERVICES, MATERIAL, FIXTURES, APPARATUS OR MACHINERY, FORMS OR FORM WORK BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR.**
- Delays in payment shall be subject to interest rates of 18% per annum but in no event higher than the interest rate allowed by law. If the contractor is required to engage in the service of a collection agency or attorney, the customer agrees to reimburse contractor for any amounts expended in order to collect the unpaid balance, including without limitation, actual attorney fees and costs.
- Any unresolved controversy or claim arising from this contract shall be settled by arbitration, through the WI Better Business Bureau or any other arbitration the contractor chooses. This agreement sets forth the entire agreement between the parties.
- To the extent a party must pursue remedies in court for claims that are not covered by the agreement to arbitrate, the parties hereby waive their right to seek a jury. The parties also consent to personal jurisdiction and venue in the circuit court in Washington County, WI
- This agreement sets forth the entire agreement between the parties. Any and all prior agreements, warranties or verbal representations made are superseded by this agreement.
- This agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin, regardless of conflicts of law provisions.
- Failure of contractor to enforce any of these terms or conditions or to exercise any right accruing through the default of owner/customer shall not affect contractor's rights in case such default continues or in case of any subsequent default of owner/customer, and such failure shall not constitute a waiver of other or future defaults by owner/customer.
- Owner/customer agrees to the terms as stated above and acknowledges receipt of a copy.



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NE corner

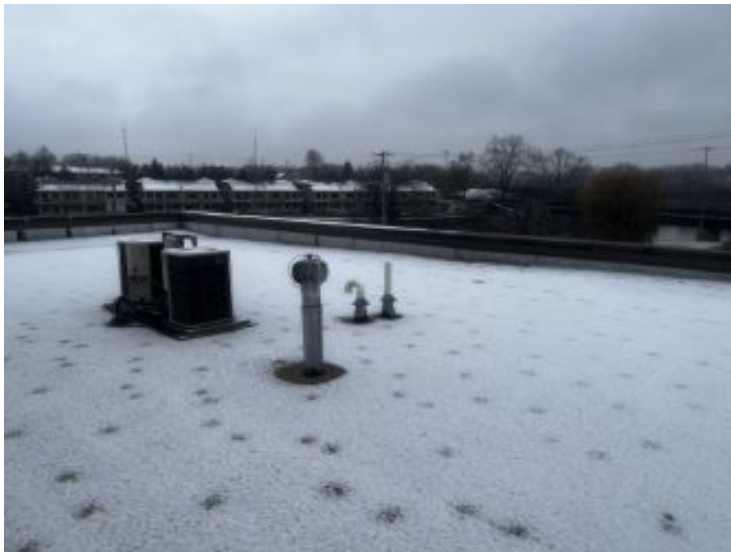
Great Lakes Roofing Corporation -



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NE looking NW

Great Lakes Roofing Corporation -



IMG_6564.JPG

NE looking SW

Great Lakes Roofing Corporation -



IMG_6565.JPG

NE looking SE

Great Lakes Roofing Corporation -



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SW corner

Great Lakes Roofing Corporation -



IMG_6575.JPG

SW looking SE

Great Lakes Roofing Corporation -



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SW looking NE

Great Lakes Roofing Corporation -



IMG_6577.JPG

SW looking NW

Great Lakes Roofing Corporation -



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roof edge

Great Lakes Roofing Corporation -



Sections Overhead.jpg

reroof sections

Great Lakes Roofing Corporation -



Corporate Office

W194 N11095 Kleinmann Drive
Germantown, WI 53022
Phone 262.437.0600
Fax 262.437.0800
Toll Free 800.871.5151

www.greatlakesroofing.net

January 2, 2024

Project Name and Location:

City of Fort Atkinson
101 N. Main St.
Fort Atkinson, WI 53538

SCOPE OF WORK: FURNISH AND INSTALL PERMASEAL HOT-AIR SEAM WELDED REINFORCED MEMBRANE

- * Pre-job project profile has been submitted to Technical Department for approval of roof details.
- * Pre-job inspection has been completed with Great Lakes Roofing and owner's representatives.
- * Set up required safety equipment at site needed to comply with OSHA construction guidelines (i.e.: approved barricades, safety lines, rubbish chutes, etc.).
- * Great Lakes Roofing Corporation's written HAZZ/COMM Program and SDS sheets will be on job site at all times.
- * Roof top needed equipment and materials to install new, high quality roofing system covered and secured against wind and water damage.
- * Safely remove **Loose Pea Gravel** and dispose of debris.
- * Remove wet roofing and insulation then build up to existing height as needed on a time and material basis.
- * Repair possible deck material deterioration on a time and material basis.
- * Disconnection and reconnection of **HVAC Unit / Conduit** is owner's responsibility.
- * Furnish and install **1.5" Polyisocyanurate** roofing insulation and adhere using approved adhering methods.
- * Furnish and install new reinforced roof membrane using approved adhering methods. Membrane is U.L. Class A fire

rated.

- * Furnish and install corner and boot flashing accessories to ensure quality. Weld to manufacturer's approved details.
- * Flash all units, vents, stacks, and penetrations as needed using approved materials.
- * Completely seal all units, vents, stacks, and penetrations as needed using approved sealant.
- * Flash parapet walls using approved details to include securement at base of wall on **North / South / East / West**.
- * Wrap parapet walls using membrane and terminate where appropriate on **North / South / East / West**.
- * Furnish and install OSB at parapet walls as needed.
- * Reflash through wall scuppers to approved details.
- * Clean up project work area and dispose of our debris safely.
- * Complete all paperwork as needed for issuance of roof warranty.
- * **Twenty (20)** year manufacturer's membrane warranty.
- * **Fifteen (15)** year Great Lakes Roofing Corporation's Labor Warranty.

Investment Total Section 2: \$22,600.00

Submitted by: Matthew Wurth

ACCEPTANCE:

The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract.

Owner/Customer: _____

Signed By: _____

Date: _____

Great Lakes Roofing Corporation reserves the right to withdraw this scope of work.

WE HOLD THESE AWARDS:

WISCONSIN CORPORATE SAFETY AWARD

BETTER BUSINESS BUREAU TORCH AWARD FOR BUSINESS ETHICS AND INTEGRITY

ROOFING CONTRACTOR MAGAZINE'S COMMERCIAL ROOFING CONTRACTOR OF THE YEAR

WISCONSIN CORPORATE CITIZENSHIP AWARD

BOND COTE: TOP QUALITY CONTRACTOR AWARD

FUTURE 50 AWARD

GOVERNOR'S AWARD: 1ST "GOVERNOR'S SAFETY COMMENDATION"

NRCA GOLD CIRCLE AWARD

STEVENS AND BONDCOTE ROOFING SYSTEMS' WISCONSIN CONTRACTOR OF THE YEAR

NATIONAL RECOGNITION FOR:

OUR LADY OF GOOD HOPE CHURCH

ST. ROBERT BELLARMINE CHURCH

ST. RITA'S CHURCH

Visit us online at: www.greatlakesroofing.net

Thank you for choosing Great Lakes Roofing Corporation (contractor) for your roofing needs. We appreciate the confidence you have placed in us!

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- Customer acknowledges that it is often difficult or impossible to determine the extent of repairs before work begins. Owner agrees that if additional or different scope of work is required to complete the project, owner shall pay for the additional and/or different work on a time and materials basis.
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- Any/all stated "R values" are per insulation manufacturers' specifications
- We (contractor) agree that we will perform this contract in conformity with customary industry practices. The customer agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full.
- Payments are to be made as follows:
1/3 upon approval 1/3 upon start 1/3 upon completion
- In order for any warranty to be effective, Owner must pay all sums owed to contractor under the agreement, including any work performed outside of scope. Upon completion of the project and payment in full, contractor shall provide owner with a copy of the warranty. **EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS OR IN THE WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CONTRACTOR.**
- Indemnification: Customer/Owner shall indemnify, defend and hold harmless contractor, its officers, employees, agents, directors, and representatives, from and against any and all claims, of whatever nature, for injuries or losses, or damages arising out of customer's gross negligence or intentional misconduct of customer's officers, employees, agents, directors, and/or representatives.
- Contractor's liability on any claim of any kind for any loss, damage, injury, liability or expense arising out of or in connection with or resulting from this project or from contractor's performance shall in no case exceed the price allocable to the work. **WITHOUT LIMITING THE GENERAL APPLICABILITY OF THE FOREGOING, CONTRACTOR SHALL IN NO EVENT HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REPUTATION OR LOSS OF GOODWILL, EVEN IF CONTRACTOR HAS BEEN ADVISED IN ADVANCE OF THE SAME.**
- Contractor's liability on any claim of any kind for any loss, damage, liability or expense arising out of or in connection with or resulting from this project or from contractor's performance shall in no case exceed the price allocable to the work.
- **AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**
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- Delays in payment shall be subject to interest rates of 18% per annum but in no event higher than the interest rate allowed by law. If the contractor is required to engage in the service of a collection agency or attorney, the customer agrees to reimburse contractor for any amounts expended in order to collect the unpaid balance, including without limitation, actual attorney fees and costs.
- Any unresolved controversy or claim arising from this contract shall be settled by arbitration, through the WI Better Business Bureau or any other arbitration the contractor chooses. This agreement sets forth the entire agreement between the parties.
- To the extent a party must pursue remedies in court for claims that are not covered by the agreement to arbitrate, the parties hereby waive their right to seek a jury. The parties also consent to personal jurisdiction and venue in the circuit court in Washington County, WI
- This agreement sets forth the entire agreement between the parties. Any and all prior agreements, warranties or verbal representations made are superseded by this agreement.
- This agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin, regardless of conflicts of law provisions.
- Failure of contractor to enforce any of these terms or conditions or to exercise any right accruing through the default of owner/customer shall not affect contractor's rights in case such default continues or in case of any subsequent default of owner/customer, and such failure shall not constitute a waiver of other or future defaults by owner/customer.
- Owner/customer agrees to the terms as stated above and acknowledges receipt of a copy.



IMG_6590.JPG

NE corner

Great Lakes Roofing Corporation -



IMG_6591.JPG

NE scupper

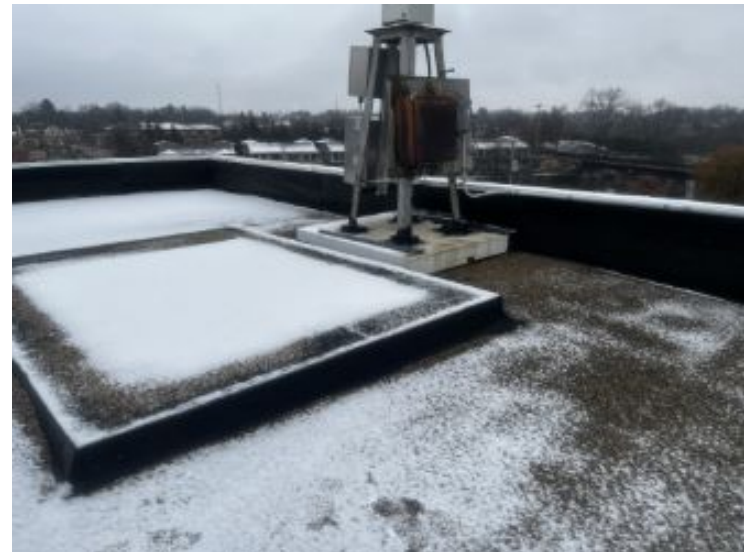
Great Lakes Roofing Corporation -



IMG_6592.JPG

SW corner

Great Lakes Roofing Corporation -



IMG_6593.JPG

NE looking SW

Great Lakes Roofing Corporation -



IMG_6594.JPG

NE looking SE

Great Lakes Roofing Corporation -



IMG_6595.JPG

conduit on W wall

Great Lakes Roofing Corporation -



IMG_6596.JPG

legs

Great Lakes Roofing Corporation -



IMG_6597.JPG

SW corner

Great Lakes Roofing Corporation -



IMG_6598.JPG

SW looking SE

Great Lakes Roofing Corporation -



IMG_6599.JPG

SW looking NE

Great Lakes Roofing Corporation -



IMG_6600.JPG

SW looking NW

Great Lakes Roofing Corporation -



IMG_6601.JPG

legs

Great Lakes Roofing Corporation -



IMG_6602.JPG

Great Lakes Roofing Corporation -



IMG_6610.JPG

conduit over wall

Great Lakes Roofing Corporation -



IMG_6609.JPG

conduit on wall

Great Lakes Roofing Corporation -



IMG_6611.JPG

conduit

Great Lakes Roofing Corporation -



IMG_6612.JPG

ladder

Great Lakes Roofing Corporation -



IMG_6613.JPG

ladder

Great Lakes Roofing Corporation -



Holton Brothers, Inc. Contractors

1257 Terminal Road
Grafton, WI 53024

Phone: 262-377-7887
Fax: 262-377-0615

Masonry Repairs - Tuckpointing - Caulking – Waterproofing

☐ Please check if project is tax exempt (attach certificate of exemption)

Number AABQ24965

Date Feb 7, 2024

Proposal Submitted To:

Fort Atkinson, City of
30 North Water Street W
Fort Atkinson, WI 53538-1896

Project Site

Municipal Building

Your Sales Rep

Mike Lempke
Sales Representative
262-377-7887
Mike@holtonbrothers.com

Attn: Mrs. Brooke Franseen
Director of Parks and Rec

We hereby propose to furnish, labor, materials, equipment and insurance complete in accordance with the following specifications.

EXTERIOR RESTORATION

The interior of the parapets on roof levels 3 and 4 along with both the limestone copings and the exterior northwest and southwest corners of roof level 3 have been visually inspected by this contractor. It is my opinion the proper procedure for repair should be as outlined in the following specifications. Note: cost includes a (40') lift rental to access exterior corners.

TUCKPOINTING OF BRICK MASONRY

All exterior brick masonry above in mentioned areas shall be inspected and tested for soundness. Mortar joints which are visibly loose or eroded from adjoining brick masonry shall be cut out with a power-driven abrasive wheel to a minimum depth of three-quarter inch (3/4") and as much more as conditions require. After cleaning and flushing with water or compressed air, joints which have been cut out and all voids in mortar shall be filled with special tuckpointing mortar and finished off with a tooled surface to match adjoining areas as closely as possible. Completed work shall be wet down to insure proper curing of the mortar. NOTE: hairline cracks in mortar shall not be deemed defective and are not included in the quote.

REPLACEMENT OF SEVERELY DAMAGED AND SPALLED BRICK MASONRY

Severely damaged and spalled brick masonry on the interior parapet walls shall be chopped out. After proper preparation of areas where brick have been removed, new brick shall be relayed. New brick shall match surrounding brick masonry as closely as possible. Note: Interior walls shall be plastered to match adjacent masonry after tuckpointing and brick repairs are complete.

RELAYING OF LOOSE OR SEVERELY SHIFTED BRICK MASONRY

All loose or severely shifted brick masonry on the northwest corner exterior wall shall be removed. After proper preparation of areas where brick have been removed, brick shall be relayed.

CONCRETE RESTORATION

All exterior reinforced concrete on the southwest corner roof copings shall be inspected and tested for soundness. Loose, honeycombed or spalled concrete shall be removed to a sound base. Exposed reinforcing steel required for structural purposes shall be wire-brushed and treated with a rust-inhibitive paint. Superfluous exposed steel such as stirrups shall be removed. The areas to be patched will then be primed with a concrete bonding primer and the areas filled with a waterproof Portland cement and sand mortar and finished off to match existing concrete areas as closely as possible. Patches shall be reinforced as necessary with concrete anchors, galvanized mesh or wire. Suitable forming shall be used where conditions require.

EXTERIOR CAULKING IN THE FOLLOWING AREAS

1) All butt joints in limestone copings on roof levels 3 and 4

The above mentioned areas shall be sealed with Tremco Dymonic, a one part urethane sealant. Sealant shall be white or colored as required to match existing work.

Joint backing where necessary shall be close-cell, non-staining polyethylene in round or square shapes, such as ethafoam joint backing. Joint backing shall be compatible with sealants used.

PREPARATION OF JOINTS

Building joints shall be examined prior to application and any conditions detrimental to achieving a positive weather-tight seal shall be remedied.

All openings, joints or channels to be sealed shall be thoroughly clean, dry and free from dust, oil, grease or any other foreign matter.

Where joints are deeper than 1/2", polyethylene joint backing shall be used and packed into the joint at within 1/2" of the surface. A size shall be selected so as to allow for a minimum of 30% compression of the backing when inserted into the joint. Where joints are 3/4" wide, the backing shall be placed so the depth of the joint to receive the sealants does not exceed 1/4".

APPLICATION OF SEALANTS

Sealants shall be gun applied through a nozzle of such diameter so the full bead of sealant is gunned into the joint, filling the joint completely.

All beads shall be tooled immediately after application to insure firm, full contact with the inner faces of the joints. Excess material shall be struck off with a tooling stick or knife.

The finished bead shall be flush with the surfaces or as otherwise indicated. Caulking shall be outlined with masking tape so as to obtain a neat and uniform appearance. Movement and structural cracks which are caulked shall be dusted with a fine grade lake sand so as to attain the appearance as closely as possible of mortar.

UTILITIES (For Northwest Corner Repairs)

It will be the responsibility of the property owner or Management Company to secure working electrical facilities. Should power interruption be necessary, the tenants and the property owner and or managers will hold harmless Holton Brothers, Inc. from all claims resulting from power interruption. Interruption is necessary at times because OSHA requires that there be a 20' clearance between workers and live electric wires. The Electric Company will move the wires, if necessary and charge the owner. For underground digging or any related excavating, it will be the responsibility of the property owner or Management Company to contact Diggers Hotline to verify location of wires prior to Holton Brothers proceeding with the work. It will also be the responsibility of the property owner or manager(s) to notify tenants and local utilities of any need to interrupt power services. The tenants and the property owner and or managers will hold harmless Holton Brothers, Inc. from all claims resulting from power interruption.

SubTotal	\$28,185.00
Total	\$28,185.00

TERMS AND CONDITIONS

The following terms and conditions (these 'Terms') between Holton Brothers, Inc., ('HB') and HB's customer identified in the Proposal to which these Terms are attached ('Contracting Party') (Contracting Party is one of the following: 'Property Owner' or 'Management Company as Authorized Agent for Property Owner' or 'General Contractor'), together with the Proposal, represent the agreement between the parties for construction and other contracted services to be performed at the location listed on the Proposal.

PROPOSAL TERMS

1. **Payment Amount:** The amount due to HB from Contracting Party is the amount listed on the Proposal as the 'Total Amount,' plus the total sum of all change orders referenced in Paragraph 6, and any fees or interest assessed pursuant to these Terms.
2. **Payment Due Date:** As agreed upon by the parties, HB may require periodic payments during the construction period. Payment in full must be received by HB no later than the 30th day after the work has been completed.
3. **Late Payments:** Any invoice amounts outstanding after the 30th day following the completion of the work will result in a late payment fee of 1.5% of the outstanding balance, assessed monthly until paid in full. In addition to a late payment fee, HB reserves its right to pursue all available remedies, including filing and perfection of a lien as described in Paragraph 4.
4. **LIEN NOTICE:** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, HB HEREBY NOTIFIES CONTRACTING PARTY AND PROPERTY OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON PROPERTY OWNER'S LAND MAY HAVE LIEN RIGHTS ON PROPERTY OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO HB, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CONTRACTING PARTY OR PROPERTY OWNER OR THOSE WHO GIVE THE CONTRACTING PARTY OR PROPERTY OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, CONTRACTING PARTY OR PROPERTY OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO CONTRACTING PARTY'S OR PROPERTY OWNER'S MORTGAGE LENDER, IF ANY. HB AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
5. **Work Performed:** All work performed by HB is subject to the Proposal, which lists all of the work specifications, as well as all change orders (as of the date of the Proposal) contemplated in Paragraph 6.
6. **Changes to Proposed Work:** Any alterations or deviations from the work specifications included in the Proposal that result in additional costs shall be agreed to via written agreement between the parties. Any costs associated with the changes shall be paid by Contracting Party. All written change orders shall be considered a part of the original proposal.
7. **Work Schedule:** Work shall commence on a date agreed upon by both parties. HB shall perform the work during normal business hours. As the project progresses, the parties may agree to vary the work schedule and adjust the costs accordingly.
8. **Work Completion:** The completion date shall be date Contracting Party receives a final invoice from HB. HB shall provide such notice when the work specified in the Proposal has been completed, inclusive of all change orders contemplated in Paragraph 6, and HB has removed all of its materials from the project location.
9. **Workmanlike Manner:** HB shall complete all work in a workmanlike manner according to standard industry practices.
10. **Agreement Applies to General Contractor:** Where this agreement includes language making a section applicable to a general contractor, it is assumed that HB is acting as the subcontractor, was hired by, and will be paid by the general contractor. Where HB acts as the subcontractor, the guarantees on the Signature Page are assumed to be made to the general contractor and not to the property owner. In the event that the property owner pursues an action against HB based on those guarantees, general contractor agrees to indemnify and defend HB in such action. General Contractor guarantees that the property owner is aware of all responsibilities and liabilities listed in these terms and conditions.
11. **Subcontractors:** HB reserves the right to hire subcontractors at its discretion to fulfill the proposed work specifications, and agrees to pay the subcontractors for their efforts at an agreed upon price.
12. **Force Majeure:** HB is not liable for the failure to complete the work specifications included in the Proposal when the failure is caused by acts of God, such as, but not limited to, fire, tornado, flooding, and other natural disasters, labor disputes, strikes, materials shortages, terrorist activities, or government action affecting construction.
13. **Suspension of Work:** HB may suspend work on account of weather or natural disasters, LATE PAYMENTS BY CONTRACTING PARTY, government action, or other emergencies not anticipated by this agreement. Any additional charges that result from the suspension shall be paid for by Contracting Party.
14. **Clean-up:** HB shall dispose of materials used in construction, including hazardous materials, and will leave the worksite in a clean and orderly condition following completion of construction.
15. **HB's Insurance and Hiring Practices:** HB shall carry general liability insurance, employer's liability insurance, worker's compensation insurance, and automotive insurance. HB shall provide a certificate evidencing such policies upon request by Contracting Party. HB shall seek and retain qualified and skilled craftspeople to complete the proposed work and will not discriminate on the basis of race, color, sex, age, handicap, veterans status, religious belief, or national origin when hiring its employees.
16. **Information and Access:** Contracting Party shall provide HB directly with all relevant information necessary to complete construction, and shall do so in a timely manner. Contracting Party will be responsible for any resulting defects, damage, or additional costs caused by a failure to provide HB with such relevant information. Contracting Party shall provide HB and any subcontractors retained by HB with ready access to the work site.
17. **Property Owner's Insurance:** The property owner shall maintain general liability and property insurance, including waiver of subrogation, where applicable. The property owner shall provide a certificate evidencing such policies if requested by HB.
18. **Termination:** HB reserves the right to terminate this agreement, at its discretion, in the event that Contracting Party is late in procuring payment, or if HB has a reasonable belief that Contracting Party will not pay following the completion of the proposed work.
19. **Governing Law and Dispute Resolution:** This agreement is governed by the laws of the State of Wisconsin, irrespective of conflicts of laws principles. Any disputes or claims arising under the Proposal, these Terms, or any contract entered into thereunder shall be resolved by binding arbitration administered by a single arbitrator in accordance with the American Arbitration Association's Construction Industry Arbitration Rules in effect as of the date of submission of any such dispute or claim. All disputes or claims shall be aggregated and resolved in one arbitration proceeding. The arbitration proceeding shall take place in Milwaukee, WI.
20. **Attorneys' Fees:** Contracting Party shall be liable for HB's attorneys' fees incurred in connection with enforcing these Terms and/or the Proposal, collecting payment, or defending or pursuing claims in which HB is the prevailing party.
21. **Waiver:** Any exception made to any of these Terms or any extension granted by HB to any of the deadlines described in these Terms shall not be considered as a waiver of that provision.
22. **Complete Agreement:** These Terms shall be read in conjunction with the accompanying Proposal, shall constitute the final and complete agreement of the parties, and shall supersede any conflicting terms contained in any other document, or expressed orally. Any amendments to the Proposal in the form of change orders shall be considered as part of the original agreement and also subject to these Terms.
23. **Execution of the Proposal; Right of Rescission:** By signing the Proposal, Contracting Party accepts both the Proposal and these Terms and consequently agrees to be bound by them. CONTRACTING PARTY MAY TERMINATE THIS AGREEMENT WITH HB BY PROVIDING WRITTEN NOTICE TO HB OF ITS ELECTION TO DO SO WITHIN THREE DAYS OF THE DATE OF THE PROPOSAL.

PAYMENT TO BE MADE WITHIN 30 DAYS OF COMPLETION OF WORK - Or a 1 1/2% Service Charge per month for any past due amount along with all attorney fees involved with collection.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed upon written and/or verbal orders, and will become an extra charge over and above the estimate. This agreement is contingent upon weather, strikes, accidents or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

ACCEPTANCE OF PROPOSAL

The work specifications, pricing, payment terms, and other terms and conditions (including the attached Proposal Terms, which are incorporated by reference) are hereby accepted; and Holton Brothers is hereby authorized to perform the proposed services in accordance with the foregoing Proposal. Holton Brothers reserves the right to withdraw or modify this proposal at any time prior to acceptance.

CUSTOMER (please sign and return one executed contract)

Owner/Authorized Officer or Agent:

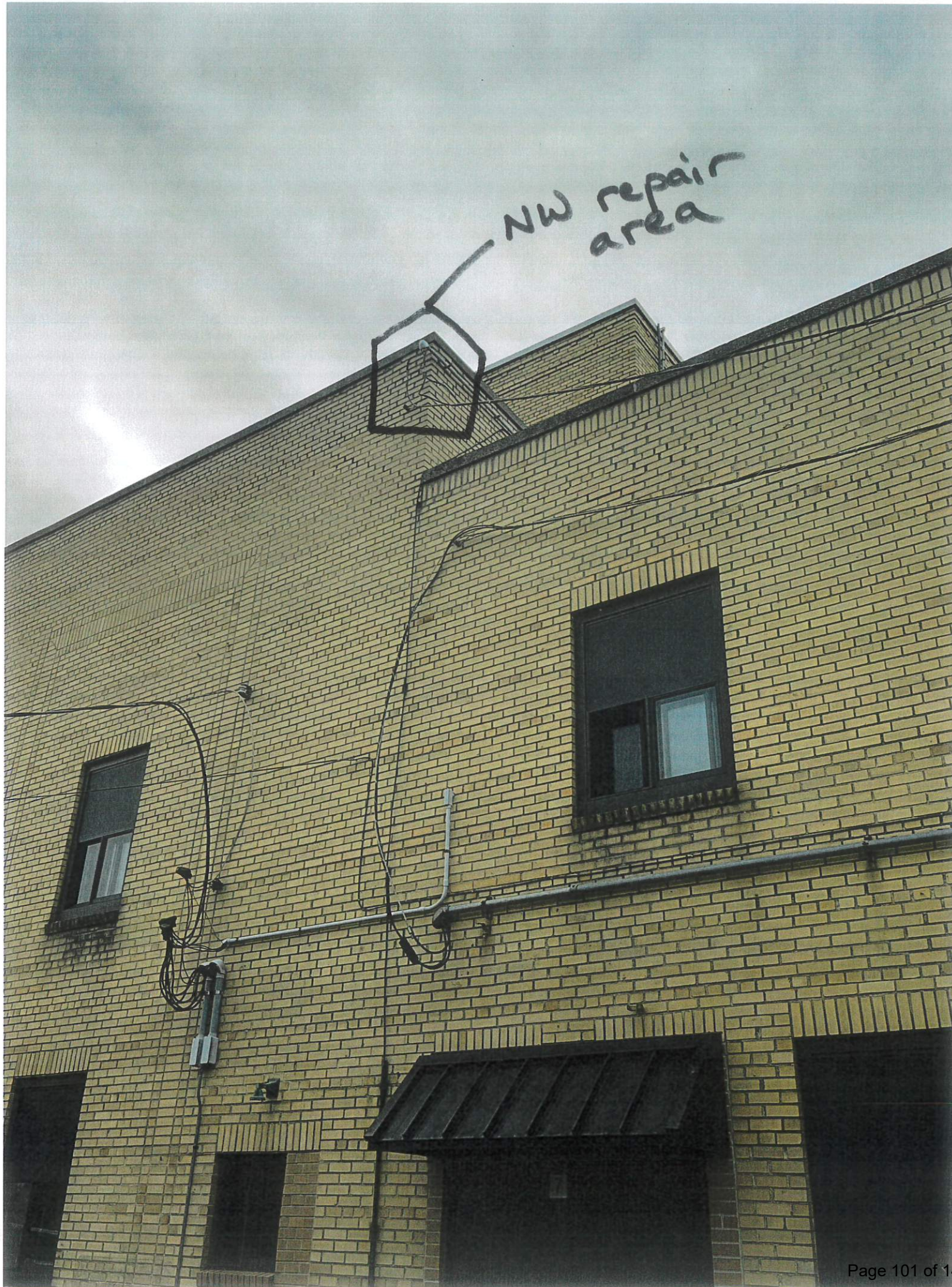
(Name)

Date Accepted: _____

HOLTON BROTHERS, INC.

By: *Mike Lempke*

Mike Lempke
Sales Representative



SW repair
area



COMMERCIAL & INDUSTRIAL ROOFING SOLUTIONS

Providing award winning, full-service roofing solutions since 1983



SAFETY

Safety guides everything we do.
Our proven safety record also saves you money.



QUALITY

From the products we use to the people we employ, Great Lakes Roofing Corp. offers nothing but the best.



COMMUNITY

Our Helping Hands program gives back to the communities we call home.

Past Awards, Current Practices

Roofing Contractor Magazine's Commercial Contractor of the Year

for demonstrating excellence in the industry

Better Business Bureau Torch Award

for business ethics & integrity

Wisconsin Corporate Safety Award

*for safe business practices
and an outstanding safety record*

ROOFING SERVICES

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Call 1-800-871-5151 for roofing solutions that last.

Central Wisconsin	608-838-9900
Northern Wisconsin	920-996-9550
Southeast Wisconsin	262-253-9550
Northern Illinois	847-731-7200

WE ARE COMMITTED TO SAFETY

Safety is not an option. It's our way of life.

We've earned OSHA's title of *Premier Contractor*. Among the handful of roofers nationwide that have earned this status, we consistently have the **lowest MOD rating**.

Our safety program includes:

- Mandatory weekly safety meetings
- All-day training intensive Safety Day each Spring
- Annual employee drug testing with a zero tolerance policy
- Annual OSHA 10 Training certification

Our commitment to safety is recognized by the **Wisconsin Corporate Safety Award** (awarded nine times), the **OSHA Perfect Record Award** and the **ABC National Safety Merit Award**.

"GLR takes pride in getting the job done correctly. We've had no safety issues, and as industries nationwide are making a swing toward safety, we need all the good examples we can get."

– Knox, BASF Corporation-Paper Chemicals



All operators certified
for crane safety



Additional training to recognize
and prevent construction hazards



Certified in torch application for
fire-safe results



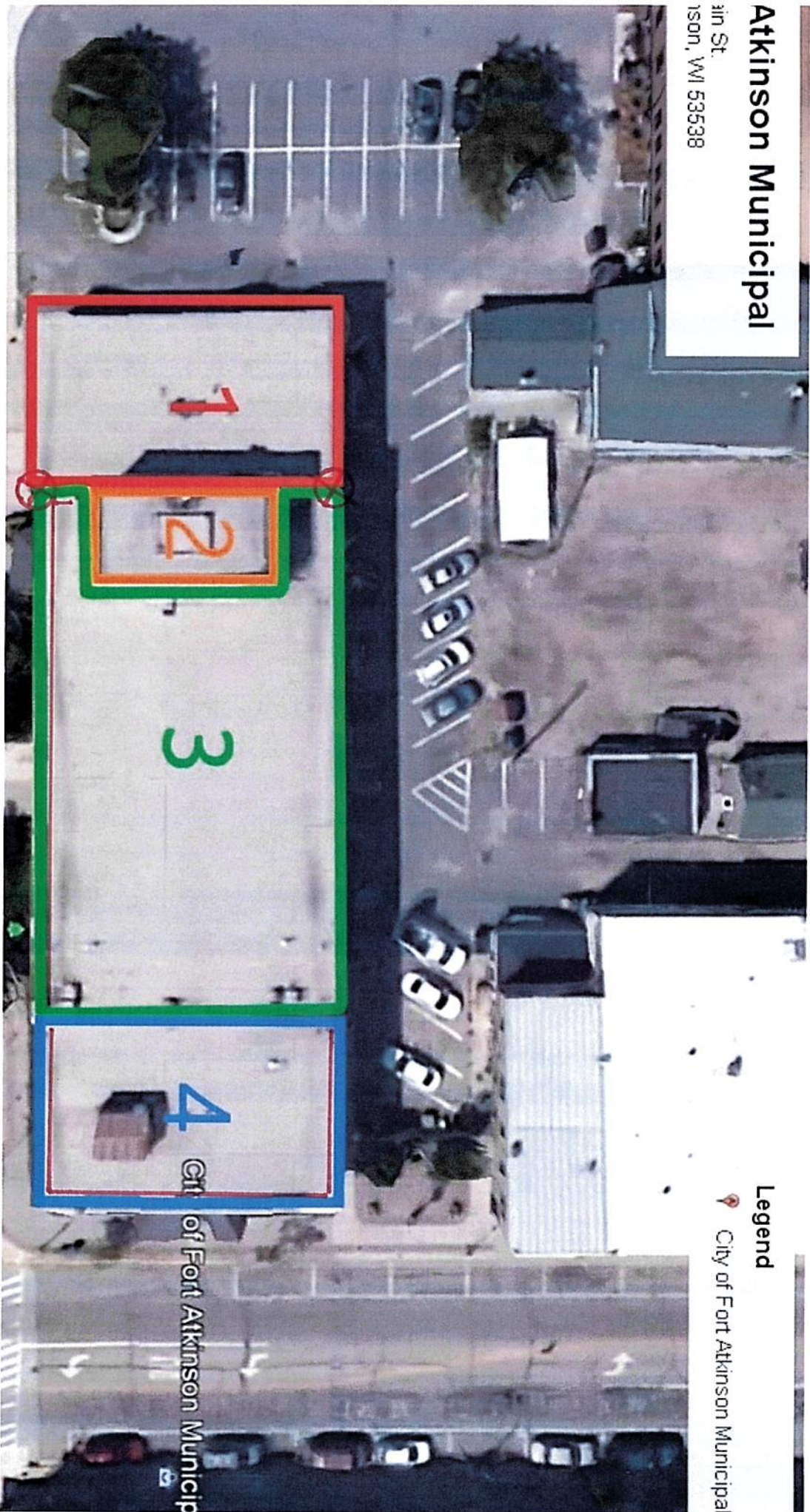
Call 1-800-871-5151 for roofing solutions that last.

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847-731-7200

Atkinson Municipal

in St.
nson, WI 53538





MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

FROM: Andy Selle, Director of Public Works

RE: Review and possible action on a State Municipal Agreement for Carbon Reduction Grant (Selle, Director of Public Works)

BACKGROUND

The City applied for a Carbon Reduction Grant through WisDOT in April 2023. The grant provided funds for a variety of carbon reduction strategies within municipalities, one of which was the improvement to traffic flow and reduction in idling time within cities. The signals through the City's downtown are all timed without any adjustment available for traffic volumes throughout the day. Adding smart signals at the four controlling intersections of Main Street and Madison Ave, Sherman Ave, Milwaukee St, and S Third St will help reduce idling time in the City and increase traffic efficiency.

DISCUSSION

The grant application was developed and submitted in 2023. In fall of 2023, WisDOT indicated the grant award was awaiting extension into federal fiscal year 2024. Staff just received word that this extension has been granted. The grant award is for a \$184,000 project, of which the City pays 20% (\$36,800). Preliminary bids from October 2023 for the improvements to the signals were just under \$200,000. The signature of this SMA does not bind the City to the project should the updated costs increase well above expectations or the City's budgeted share.

FINANCIAL ANALYSIS

The City's portion of the work, budgeted at \$36,800, plus anything above the \$184,000 project limit may be approved by Council through the award of the work following competitive bidding. \$37,000 was included in the 2024 Capital Improvements Budget for this project with ARPA as the funding source (page 219 of budget document). Approval of this SMA does not commit the City to the expenditure of any funds at present.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to sign the SMA with WisDOT for the Carbon Reduction Grant Award for the Main Street signal project.

ATTACHMENTS

1. CL_CofFortAtkinson_CRP
2. 3991-00-20_CofFortAtkinson_TrafficSignal_SMA

WisDOT Division of Transportation System Development
Southwest Region – La Crosse Office
3550 Mormon Coulee Road
La Crosse, WI 54601

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (608) 789-7879
FAX: (608) 785-9969
Email: robert.winterton@dot.wi.gov



June 28, 2023

ANDY SELLE
DIRECTOR OF PUBLIC WORKS
CITY OF FORT ATKINSON
101 N. MAIN STREET
FORT ATKINSON, WI 53538

Mr. Selle:

Enclosed for signature is the project agreement for the following project that has approved funds in the Carbon Reduction Program (CRP).

Project I.D.: 3991-00-20
C Fort Atkinson, Main Street
Madison Ave. to S. 3rd St.

Please sign and return one (1) copy of the agreement. Electronic signatures are acceptable. Return the copy of the agreement by e-mail to the Department with signatures by July 31, 2023:

robert.winterton@dot.wi.gov

Note the cost ratios for each project phase and any federal/state funding limits which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding limits, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed until a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) ***MUST NOT*** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

Our office will be working with the local sponsor as we move forward with these design and construction projects. Della Koenig is the Local Program Project Manager (LPPM) for these projects, and you can contact her at: (608) 246-7963 or della.koenig@dot.wi.gov.

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (608) 789-7879 or robert.winterton@dot.wi.gov.

Sincerely,

Robert Winterton

Robert Winterton, P.E.
Local Programs Engineer – SW Region



**STATE/MUNICIPAL AGREEMENT
FOR CARBON REDUCTION
PROGRAM PROJECTS**

**Program Name: Carbon Reduction
Program (CRP)**

Sub-Program #: 206

Cycle: FFY23

Date: June 28, 2023

I.D.: 3991-00-20

WisDOT UEI: CBE4JHP1S8H7

Project Sponsor UEI#: TBD

Project Title: C Fort Atkinson, Main Street

Location/Limits: Madison Ave to 3rd St.

Project Length: N/A

Project Sponsor: City of Fort Atkinson

County: Jefferson

The signatory, the **City of Fort Atkinson**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Authority for the State to enter into this agreement is 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), and implementing federal requirements in the Code of Federal Regulations to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.

Authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by s. 66.0301(2), Wis. Stats

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Roadway/Equipment - Describe and give reason for request: **Four signal controlled intersections along Main Street in downtown Fort Atkinson are manually timed, required frequent reset, do not include pedestrian activated crossings, and often create stoppage and associated idling without cause.**

Proposed Improvement - Nature of work: **Four traffic signals along Main Street will be upgraded with an optical based smart traffic management system that evaluates real time traffic queues and adjusts signal timings at the intersections and with in the corridor to reduce idle time, improve traffic continuity and ensure coordination with newly installed pedestrian active requests for crossing.**

The Project Sponsor agrees to the following project funding conditions:

All Project Sponsors and processes, including environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$147,216** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the federal funding maximum, in accordance with CRP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2024**. Sunset Date: **June 30, 2029**.

Sunset Date is determined based on the date a project is scheduled to be authorized. All projects must be completed by **6/30/2026**.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project. The final project sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS

PHASE	Total Est. Project Cost	Federal Funds	%	Municipal Funds	%
ID 3991-00-20					
Participating Construction	\$ 184,020	\$ 147,216	80%	\$ 36,804	20% + BAL
Non-Participating Construction	\$ 0	\$0	0%	\$ 0	100%
<i>Project total</i>	<i>\$ 184,020</i>	<i>\$ 147,216</i>		<i>\$ 36,804</i>	
Total Est. Cost Distribution	\$ 184,020	\$ 147,216		\$ 36,804	

*This project has a CRP federal funding maximum of \$ 147,216. This maximum is cumulative for all federally funded project phases. Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3–9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: City of Fort Atkinson	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State	
Name (print)	Title
Signature	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Federal and state legal requirements that govern the CRP Program, including but not limited to [23 USC, Section 175](#) to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature’s Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation’s plan to appropriate federal aid. [GDAD1]

4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - b. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Carbon Reduction Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind. (ROW projects to improve traffic flow may not allow for the construction of new capacity.
 - b. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, and staking.
 - c. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects. [GDAD2][SJD3]
 - d. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.
 - e. State Review Services.
6. Project items purchased with federal funding are for the primary use of the CRP project.
7. State Disbursements:
 - a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the CRP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.[GDAD4]
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities. (ROW projects to improve traffic flow may not allow for the construction of new capacity)
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

- f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).[GDAD5][SJD6]
 - h. Preliminary Engineering
9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to 23 U.S.C. [Section 175](#) to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.
 10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR Part 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
 11. The improvement will be completed in conformance with the e standards in this agreement unless an exception to standards is granted by the State in writing prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
 12. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
 13. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
 14. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
 15. 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.
 16. 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 upon demand.
 17. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
 18. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and its auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).
 19. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or

other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

20. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32 (13m), Wis. Stats. or national origin.

21. When applicable to the project, the Project Sponsor will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

22. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement. (ROW Projects must not include construction of new capacity)
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
23. The subject **project must be completed by the project sunset date, listed on page 2** of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

24. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

25. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29,

certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

- 26. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 27. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
- 28. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
- 29. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

- 30. *Non-Appropriation of Fund:* With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
- 31. *Maintenance of Records:* During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

32. The Project Sponsor agrees to the following State Fiscal Year 2023 CRP project funding conditions:

a. ID 3991-00-20: Construction:

i. Costs for purchase of optical based smart traffic management system are funded with 80% federal funding up to **\$147,216** federal funding limit, when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the **\$147,216** federal funding limit. These costs are subject to the cumulative project federal funding cap.

ii. Non-participating costs for installation are funded 100% by the Project Sponsor.

b. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$147,216** is cumulative for all federal funded project phases.

[End of Document]

MEMORANDUM

DATE: February 20, 2024

TO: Fort Atkinson City Council

FROM: Andy Selle, Director of Public Works

RE: Review and possible action on the Design Contract for S Main St pedestrian path and road improvements (Selle, Director of Public Works)

BACKGROUND

The Safe Routes to School (SRTS) study, completed in 2016, indicated the need for a number of improvements within the City for safer pedestrian access. The completion of this study qualifies the City to pursue grant funding to implement certain elements of the plan. The City submitted a grant application in March 2022 under the Transportation Alternatives Program (TAP) and was awarded \$961K, or 80% of the costs of the \$1.2M project extending a path along S Main St.

The project area, beginning at Rockwell and moving south to the City limit encompasses about 4600 LF with only 1400 LF of sidewalk on one side. An additional 700 LF is in the Town of Koshkonong just before the Hackbarth Rd intersection.

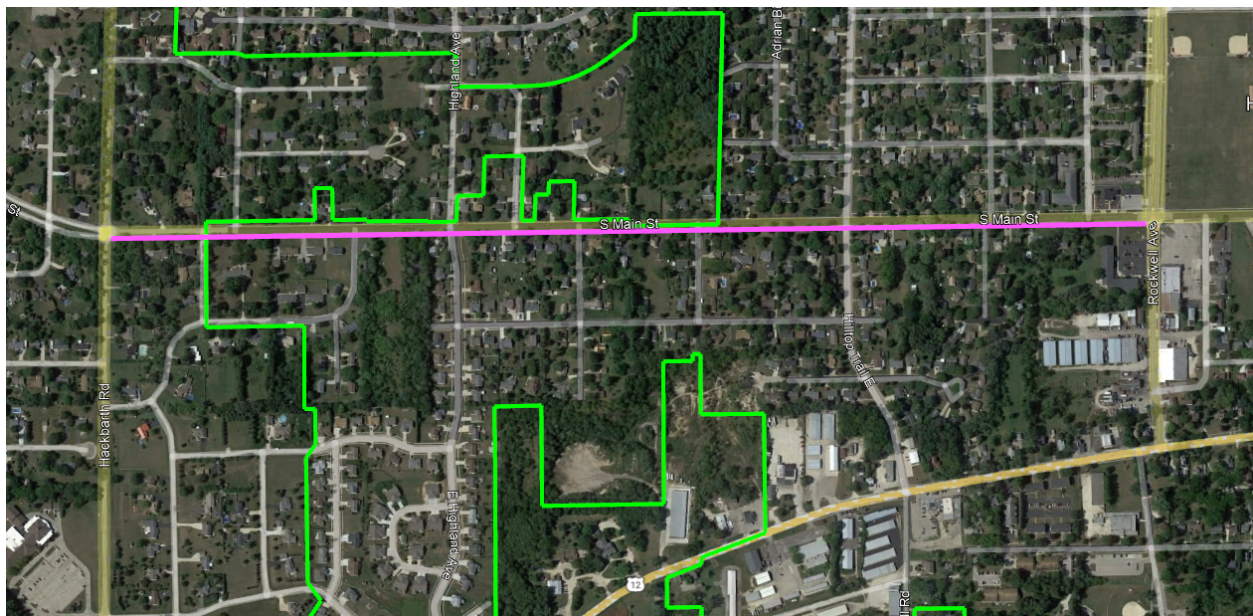


Figure 1: South is left. Proposed path along South Main St. shown in pink. Note the Town of Koshkonong has recently indicated an interest in the Riggert Rd route instead of S Main as it

nears Hackbarth Rd.

Conceptual plans are for the street to be narrowed within the City limits; curb and gutter removed and replaced on one side; and repaved in conjunction with the project to accommodate an 8-10 FT path on the east side. The current street is over forty feet wide, more than enough to accommodate parking and travel lanes.

The City Council approved the SMA in February 2023 for this project. In December 2023, a Request for Proposals was issued by the City, two firms responded with proposals for the project.

DISCUSSION

The two proposals were provided by MSA and Ruekert Mielke, both of which have worked in the City previously. Both proposals were evaluated and found to be largely equal (see attached). The decision then rested on the cost proposal, which was slightly less expensive through MSA. It should be noted that the estimate for design fees on this project were \$87K in 2021. The increase in costs can be attributed to both inflation and the requirements relating to the WisDOT design process.

The Town of Koshkonong remains a partner on the project. The increase in design costs will be something they consider at their meeting on March 13, 2024. Staff intends to attend this meeting and provide a similar status update.

FINANCIAL ANALYSIS

Design for this was budgeted in the borrowing for 2024 at \$100,000. The approximately \$60,000 dollar increase in cost for design will be attributed to Fund 5, Roadway improvements, and that portion that can be attributed to the Water, Wastewater, and Stormwater Utilities. These proportions will be determined during the design process, as it remains to be seen the impact to each of these pieces of infrastructure. Invoices will be allocated among these four accounts.

RECOMMENDATION

Staff recommends the City Council approve the design contract with MSA in an amount not to exceed \$159,991 for the South Main Street Pedestrian Path and Road Improvements project.

ATTACHMENTS

1. Full Signed 3991-00-01_71_3-23
2. Evaluation Table
3. MSA_Fort_Atkinson_S_Main_Street_Pedestrian_Path_Pro_12.22.23

CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE

DATE: March 3, 2023

SUBJECT: Project Agreement

Project ID#'s: 3991-00-01/71

City of Fort Atkinson, S. Main Street Path

The Attached Agreement Is Recommended for Approval:

WISDOT PROGRAM: Transportation Alternatives Program

LEGISLATIVE SUBPROGRAM: 290

CONCEPTS COVERED by this AGREEMENT: In 2017 the City of Fort Atkinson along with the School District of Fort Atkinson completed a Safe Routes to School Plan. The study identified the South Main St. corridor as a significant gap, lacking pedestrian facilities. The path will provide access to a grocery store as well as an employment center. The path will also connect to the Glacial River Trail adding an additional 20 miles of multi-modal connection beyond Fort Atkinson.

ESTIMATED COST: \$1,213,275 total, \$961,212 Federal, \$252,063 local sponsor

PARTICIPATION: 80% TAP to limit of \$961,212. The City of Fort Atkinson is responsible for the remaining costs above the federal funding limit.

EXECUTED BY: City of Fort Atkinson

DATE: 3/1/2023Currently a Local LET - DATE: 11/25/2024

NOTES:

REGION REVIEWER:

Michael Erickson

REGIONAL PROGRAM COORDINATOR

REGION: SW

3/3/2023

DATE



**STATE/MUNICIPAL
AGREEMENT
FOR A INFRASTRUCTURE
TRANSPORTATION
ALTERNATIVES
PROGRAM (TAP)
PROJECT**

Subprogram #: 290
Program Name: TAP

Date: **October 19, 2022**

I.D.: **3991-00-01/71**

WisDOT UEI (Unique Entity Identifier) #: **CBE4JHP1S8H7**

Project Sponsor UEI #: **To Be Determined**

FAIN ID: **To Be Determined**

Project Title: **C Fort Atkinson S. Main St. Path**

Location/Limit: **Hackbarth Road to Rockwell Avenue**

Project Length (if applicable): **1.0 miles**

Project Sponsor: **City of Fort Atkinson**

County: **Jefferson**

MPO Area (if applicable): **N/A**

The signatory, the **City of Fort Atkinson**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility – In 2017 the City of Fort Atkinson along with the School District of Fort Atkinson completed a Safe Routes to School Plan. The study identified the South Main St. corridor as a significant gap, lacking pedestrian facilities. The path will provide access to a grocery store as well as an employment center. The path will also connect to the Glacial River Trail adding an additional 20 miles of multi-modal connection beyond Fort Atkinson.

Proposed Improvement – The project proposes to construct a 5,300-foot long off-street pedestrian path that will end at two elementary schools and begin at the southern limit of the City of Fort Atkinson. The path will connect to an existing east/west path on Rockwell Avenue.

The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$961,212 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$961,212 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: 8/25/2022

Commencement deadline: 8/25/2026

Completion deadline: 6/30/2029

The project commencement deadline is fixed by statute and may not be extended.



The subject project must be completed by 6/30/2029, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
Design ID 3991-00-01					
Design	\$0	\$0	0%	\$0	0%
State Review	\$11,760	\$0	0%	\$11,760	0%
<i>Project Totals</i>	<i>\$11,760</i>	<i>\$0</i>		<i>\$11,760</i>	
Construction ID 3991-00-71					
Participating Construction	\$1,185,915	\$948,732	80%	\$237,183	20% + BAL
State Review	\$15,600	\$12,480	80%	\$3,120	20% + BAL
Non-Participating Construction	\$0	\$0	0%	\$0	100%
<i>Project Totals</i>	<i>\$1,201,515</i>	<i>\$961,212</i>		<i>\$240,303</i>	
Total Est. Cost Distribution	\$1,213,275	\$961,212	MAX*	\$252,063	N/A

*This project has a TAP federal funding maximum of \$961,212. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: <u></u> (please sign in blue ink)		
<u>Andy Seitz, TE</u>	<u>Dir. of Public Works</u>	<u>3/1/2023</u>
Name	Title	Date
Signed for and in behalf of the State <u></u> (please sign in blue ink)		
<u>WisDOT SW Region</u>		
<u>Stephen Flottmeyer</u>	<u>Planning Chief</u>	<u>3/7/2023</u>
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Preliminary Engineering.
 - i. State Review Services.
 - j. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all

contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. 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.
21. 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 upon demand.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

24. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.
 - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
28. It is further agreed by the Project Sponsor that:
- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
 - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
32. *Contract Modification: This State/Municipal Agreement* can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
33. **Binding Effects:** All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
34. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. **Non-Appropriation of Fund:** With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$961,212 is cumulative for all federal funded project phases.

[END OF DOCUMENT]

FIRM	SCOPE / APPROACH	VALUE	PM / TEAM EXPERIENCE	VALUE	PROJECT EXAMPLES	VALUE	ADHERANCE TO FORMAT	VALUE	COST PROPOSAL*	VALUE	TOTAL VALUE
MSA	1. <i>Tasks clearly defined:</i> Yes, each step clearly laid out with reference to WisDOT tasks	5	PROS: Good team		PROS: Specific experience WisDOT and trail experience		PROS: Requested format met and appreciated		943 h. \$159,991 Avg - \$170/h		31
	2. <i>Schedule clearly defined:</i> Clear but does not meet DRAFT PSEs in September 2024	1									
	3. <i>WisDOT Process Understood :</i> Refrence to TAP requirements and FDM	5	CONS: None	3	CONS: None	5	CONS: None	3			
	4. <i>Review of Background Data:</i> A few pictures were not of the project area included. Overall as expected	3									
	5. <i>Overall Scope Quality :</i> As requested	3									
RUEKERT MIELKE	1. <i>Tasks clearly defined:</i> Yes, each step clearly laid out	5	PROS: Good team		PROS: Specific experience with utilities		PROS: Requested format met and appreciated		1221 h. \$184,458 Avg - \$151/h		31
	2. <i>Schedule clearly defined:</i> Clear and as requested in RFP.	3									
	3. <i>WisDOT Process Understood :</i> As requested, reference to DSR and Env Permitting provided	3	CONS: None	3	CONS: No path experience noted or WisDOT experience	3	CONS: None	3			
	4. <i>Review of Background Data:</i> Reviewed GIS, noted the Town partnership	5									
	5. <i>Overall Scope Quality :</i> As requested	3									

1 Fails to meet expectations

3 Meets expectations

5 Exceeds expectations



1702 Pankratz Street
Madison, WI 53704
(608) 242-7779
www.msa-ps.com

December 22, 2023

Andy Selle, City Engineer
City of Fort Atkinson
101 North Main Street
Fort Atkinson, WI 53538

Re: Proposal for S Main Street Pedestrian Path, Road Rehabilitation, Water Main Replacement

Dear Andy,

Selecting the best consultant for a project requires thoughtful consideration. You know what qualifications and qualities you and your colleagues are looking for, but how do you convey every detail of your expectations to interested firms, weigh all the pros and cons of their responses, and select a team who will truly and effectively act as an extension of your staff? We believe that this proposal will demonstrate MSA Professional Services, Inc. (MSA) is best suited to help the City of Fort Atkinson complete the S Main Street Pedestrian Path, Road Rehabilitation, Water Main Replacement project.

Here are a few reasons why we feel we can help your project go smoothly:

- **Relationship with the City and WisDOT.** We value our relationship with the City of Fort Atkinson and WisDOT. MSA understands the WisDOT process for TAP grants and deliverables needed to keep the project moving.
- **Related Experience.** MSA has completed numerous other TAP grant projects and understands the overall WisDOT process, and timing. TAP grant projects are locally let and follow WisDOT requirements for review and approval. Our experience will deliver this project in a timely and efficient manner.
- **Project Budget.** We know there are always tough decisions when it comes to balancing the needs with the overall budget. We will provide the City with pertinent project information to make smart and timely decisions.

Included with this proposal, you will find our project team, qualifications, project scope, schedule, cost estimate and project examples. Thank you for another opportunity to work with you! Please feel free to contact me at (608) 242-6617 or at klord@msa-ps.com with any questions.

Sincerely,
MSA Professional Services, Inc.

A handwritten signature in black ink that reads "Kevin Lord". The signature is written in a cursive, flowing style.

Kevin Lord, PE, PLS, ENV SP
Project Manager | Client Liaison

PROJECT MANAGER



Kevin Lord, PE, PLS, ENV SP

PROJECT MANAGER

Education: B.S., Civil Engineering, University of Wisconsin-Platteville

Registration | Certification: Professional Engineer, W | Professional Land Surveyor, WI

Envision Sustainability Professional

Kevin has served as project manager on numerous municipal projects. He understands the importance of staying within budget and is able to provide clients with guidance, helping them understand the long-term implications and goals of every project. Kevin is experienced in surveying and municipal engineering. His experience with municipal projects includes design, permitting, inspection and construction staking of municipal and WisDOT projects. Kevin understands municipal budgets and working with WisDOT on projects including roadway and utilities. Kevin will guide our team and the City of Fort Atkinson through the project.

ORGANIZATIONAL CHART | PROJECT TEAM ROLES

Our team is staffed to handle the needs of your projects. We are a group of experienced engineers and surveying specialists backed by more than 400 other technical specialists who are accustomed to working together on similar projects. Our familiarity with each other will enable us to meet your workload and timeline requirements. **Specifically for this project, we have chosen a team that reflects the needs for this project, including familiarity with similar-sized projects, and the expertise to explore all viable alternatives.**



Kevin Lord, PE, PLS, ENV SP

Role: Project Manager



Bill Pinnow, PE

Role: Client Liaison



Tyler Michlig, PE

Role: Engineer



Anne Holzem, PE, PTOE

Role: WisDOT Coordinator



Erin Isenring

Role: Surveyor

PROJECT UNDERSTANDING

The City of Fort Atkinson has received Transportation Alternatives Program (TAP) funding for the South Main Street Pedestrian Path. The pedestrian path is ultimately the outcome for a Safe Routes To School Study to provide a safe route to the school area. The pedestrian path will ultimately connect the surrounding southside neighborhood to Purdy Elementary School and the downtown corridor. The path expansion will provide opportunities for connecting with residential development south of Hackbarth Road and routes to schools. In preparing for this project, MSA visited the project site to take photos and to familiarize ourselves with the existing conditions, terrain and vegetation throughout the greenbelt.

The project will be completed in a single phase. Highlighting the phase will be the South Main Street Pedestrian Path which will provide a 10-foot wide asphalt paved path beginning at the south side of Rockwell Avenue that parallels South Main Street and ending at Hackbarth Road for a total of 1.0 mile. The entire project is expected to be completed within established right-of-way. The greater connectivity will also provide better non-motorized transportation options that currently do not exist along the southside neighborhoods for connections to the schools. Watermain replacement will be included as well as possible sewer and storm repairs.

PROJECT SCOPE

South Main Street Pedestrian Path – Rockwell Avenue to Hackbarth Road (approximately 1.0 mile)

- Project within City parcels.
- Off-street, 10-foot-wide, multi-use path within greenway.
- Right of way is not anticipated.
- Utility Replacement
- Challenges include:
 - Relocation of storm sewer inlets due to road narrowing
 - Existing conflicts on either side of roadway for pedestrian path
 - Tying in driveways with road narrowing
 - Conflicts with existing utilities within roadway and terraces
 - Maintaining private drainage from residences to greenway
 - Private property improvements
 - Multi-jurisdictional coordination

DESIGN SERVICES

All roadway and path design and documentation is required to comply with the Sponsor's Guide to Non-Traditional Transportation Project Implementation as published by the WisDOT Local Program. The MSA project team understands the project scope and

deliverables required, as detailed in the RFQ and in the following project approach section. TAP grant projects are locally let projects that follow WisDOT requirements for review and approval. MSA anticipates a locally let set of plans and bidding through Quest.

MSA will assist the City in meeting the following goals:

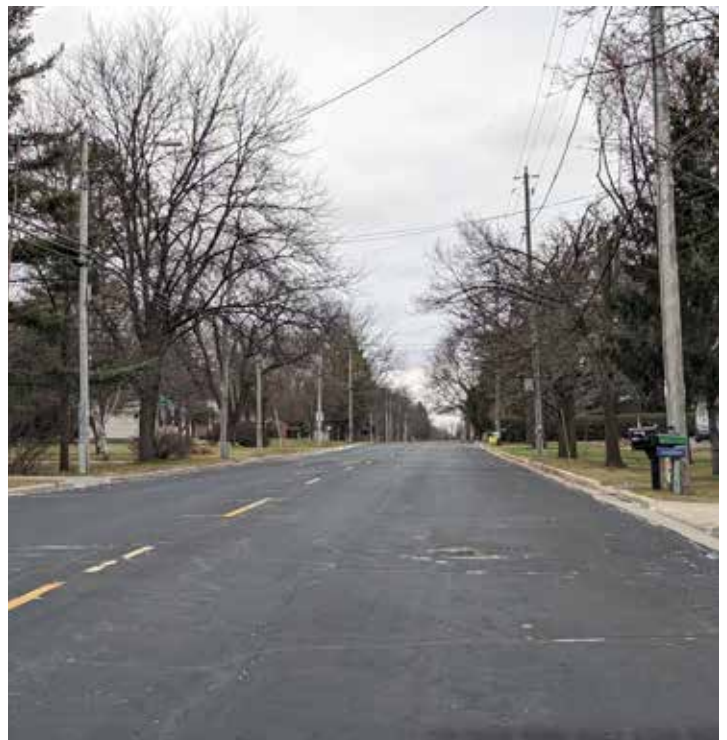
- Design pedestrian path improvements that connect the desired areas.
- Work with the City to adhere to scope, schedule and budget.
- Develop documentation that adheres to the Sponsor's Guide.

MSA will maintain consistent communication and coordination with the City through progress meetings and other correspondence as needed.

PROJECT APPROACH

MSA's approach to successful completion of the South Main Street Pedestrian Path project involves developing a strong and meaningful project management plan, project budget, and schedule, along with a clear development of improvement concepts and thorough design of the final project plan set. Our experience initiating projects shown by the examples in this SOQ has proven successful by building a foundation that involves:

- Providing strong and effective project management that stays one step ahead to meet project budget/timelines.
- Engaging and supporting all City officials and department leaders in a meaningful and constructive way that results in



consensus and community buy-in.

- Conducting a robust analysis of design alternatives, developed with an eye toward balancing the needs and impacts to the surrounding area with the constraints of budgets and schedules.

CRITICAL SUCCESS FACTORS

- Working with community stakeholders to gather input regarding access desires.
- Following the WisDOT Facilities Development Manual (FDM) process and working with WisDOT to follow all steps necessary to make the project eligible for TAP funding.
- Prioritizing continued coordination with the City using email, teleconference, Microsoft Teams and/or in-person meetings throughout the duration of the project. MSA's scope outlines a core list of meetings that will help guide the project.

DESIGN

The opportunity to plan and design this project is as exciting as it may be challenging. Coordinating with the public, City, Township, agencies, utilities and roadways are some of the required steps in the project process, as well as discussing important decisions to make along the way that will impact the outcome of the project design. MSA is excited for the opportunity to work alongside the City of Fort Atkinson to help you make those decisions and fulfill the steps necessary to complete your project and build smarter.

Topographic Survey

MSA will immediately work to complete the field survey and create a base map of the area showing the existing utilities, roadway and right-of-way. MSA will field review the site to determine the anticipated path location in order to identify the survey limits anticipated. All field data will be collected horizontally on Jefferson County coordinates and NAVD vertical datum. MSA will coordinate with the City and Township to obtain permission to access lands and research the public record for property surveys within the corridor. MSA will coordinate with Diggers Hotline for utility locates within the project limits.

Prepare Topographic Survey

Topographic survey of the selected route will be performed using GPS and robotic total stations to gather all data necessary to develop a base map for design purposes. Cross-sections will occur at a minimum of 50-foot intervals along the trail alignment and extend beyond the right-of-way on each side of the road. MSA will locate property information in order to determine private property boundaries in order to maintain the project within the public properties.

General Topographic Information

- Utility marking locates will be requested through Diggers Hotline.
- Survey control will be provided.
- This project will be based on WISCRS with a project-specific control set.
- Benchmarks and control point elevations will be established.
- Trimble Business Center will be used for data reduction and adjustments.
- AutoCAD Civil 3D will be used for base map creation.

Deliverables

- Points file (in .txt, or .csv format), if requested.
- Hard copy contour mapping and parcel lines.
- Survey maps and data.
- Permanent horizontal and vertical control.

Assumptions Made for Estimating and Scoping

- Site information provided by online sources, public records, and individual/entities with knowledge of the site will be accepted in good faith to be true and accurate.
- Access to the site is authorized.
- Diggers Hotline representatives mark all utilities completely and on time.
- No special or extraordinary training or equipment is necessary to collect data.
- Base mapping will be used by MSA for design purposes.



Soil Borings

MSA will coordinate soil borings with CGC, Inc. as a subconsultant for this project. Soils report with necessary information for a multi-use pedestrian path.

Deliverables

Soils investigation report.

Utility Coordination

Coordinating with local utility companies will contribute to the successful implementation of the project from the early stages. MSA will coordinate project impacts with local gas, electric and communication utilities to make them aware of the project planning and incorporate their comments by mapping proposed utility corridors.

Watermain exists from the intersection of Rockwell Avenue to Radloff Street and is planned for replacement with the project. The City will provide televising tapes and review recommendations for repairs of sanitary and storm sewer within the corridor.

Since it would be a local let project through the TAP program, this project is a Non-TRANS 220 project.

- Utilities will be invited to the Operational Planning Meeting (OPM) and potential impacts discussed at that time. No separate utility site review meeting is anticipated.
- Project plans will be sent to utilities to allow for necessary adjustments.

Right of Way Plat – Not Anticipated

Reports Per FDM Requirements for a TAP- Funded Project Design

- A Pavement Type Selection Report (assume asphaltic pavement) — included within the Design Study Report.
- Design Study Report (DSR).
- Utility Status Report.
- Traffic Management Plan (TMP) - Type 1 (basic) anticipated.

Environmental Documentation

- Native American tribal letters.
- Categorical Exclusion Checklist (CEC) Environmental Report.
 - No impacts to archaeological or historical properties are anticipated.
- Archaeology or history.
 - Surveys might be needed for archeology and history. Should an investigation be needed, MSA will subconsult with Commonwealth Heritage Group, LLC. (not included in current cost.)
- Phase 1 Hazardous Material research and report.

- Field surveys for bats or other endangered or threatened species are not anticipated.
- 4(f) impact evaluation and documentation (school district and greenbelt.)

Agency Coordination

- DNR notice at preliminary and final design stages.

Community Engagement

- One (1) Community Engagement Forum (CEF).
- Draft the invitation letters, draft news release, displays, handouts and other necessary items.
- Public involvement plan.

Preliminary Design, Plans, and Estimate

MSA will comply with the revised Sponsor's Guide to Non-Traditional Project Implementation published by WisDOT as well as the Wisconsin Bicycle Facility Design Handbook during the complete design phase for this project.

- Prepare trail plans and provide to the City and WisDOT in PDF format.
- Collect information from as-built drawings, existing right of way utility contact lists and utility maps.
- Design alignments to FDM standards.
- Preliminary plan and profile sheets will be developed with cross-sections.
- Cost estimate and real estate impacts (not anticipated) estimate will be provided.
- Title sheet and typical section.
- General notes.
- Erosion control plans and plan sheets at 100 scale.
- Construction detail sheets.
- Plan and profile — multi-use trail based.
- Roadway crossing details.



Meetings

- 30% Plan and Profile Review Meeting with City staff.
 - This meeting will address 30% engineering plan and profile sheets.
- PIM to review 30% plans with the public stakeholders.

Deliverables

- Topographic base map: two electronic files, one (1) AutoCAD Civil3D dwg format (points and line work only) and one (1) PDF format.
- Preliminary plans: one (1) PDF file of the preliminary plans, and construction cost estimate for owner review.
- Preliminary construction cost estimate.

Final Design, Specifications and Estimate

- Construction detail sheets.
- Plan and profile for multi-use trail and watermain replacement.
- Storm sewer and sanitary sewer plans as necessary
- Permanent signing and marking plans on plan sheets at 100 scale for multi-use trail accommodations and street crossings.
- Erosion control plans on plan sheets at 100 scale.
- Traffic control details.
- Cross sections.
 - Scale will be 1 inch = 10 feet horizontal and vertical on 11x17-inch sheets. Cut cross sections every 50 feet.
- Develop construction specifications.
- Preliminary cost estimates will be developed using WisDOT bid price data. One (1) preliminary estimate.
 - Major work items such as pavement, base course, earth work and drainage will be provided at approximately 60%. One final estimate with itemized breakdown will be provided with final plan route for the multi-use trail.
- Project bid package will be prepared with required permits

for a locally let project.

- MSA will use MSA and WisDOT standard specifications to prepare bidding documents.

Permits

Prepare permit application and required attachments for:

- WDNR construction site and/or post-construction site erosion control and stormwater management.
- WDNR watermain extension permit is included if alignment is altered in the design.

Meetings

- 60% Plan and Profile Review Meeting with the City (Virtual).
 - This meeting will address 60% engineering plan and coordinate final plan edits from the City of Fort Atkinson.
- 90% Plan and Profile Review Meeting with the City (Virtual).
 - This meeting will address 90% engineering plan and coordinate final plan edits from the City of Fort Atkinson.

Since TAP funding federal/state funds are planned to be used on this project, any real estate purchased for the project must follow federal laws and regulations as well as state statutes and policy must be followed. Though not anticipated, if real estate is needed, the City would need to acquire a state-certified real estate acquisition specialist to sign off on the project. MSA would be willing to assist, however hours are not included at this time.

Deliverables

- Final plans: one (1) PDF file of the final plans and construction cost estimate, for owner review.
- Final construction cost estimate.

Bidding – Anticipated bidding will be completed by the City of Fort Atkinson, and MSA will be available for questions throughout the process.



SCHEDULE

TASK	TIMEFRAME
Notice to Proceed MSA Begins Survey Work, Soil Borings Operational Planning Meeting	January 2024
30% Preliminary Plans	June 2024
Environmental Document Submitted	July 2024
60% Plans and Design Study Report	August 2024
Final PS&E	December 2024
Bidding Process	January 2025
Owner Awards and Executes Construction Contract	February 2025
Construction	May 2025 to November 2025
Project Closeout	November 2025



COST ESTIMATE

Pedestrian Path, Road Rehabilitation, Water Main Replacement																
JOB DESCRIPTION EMPLOYEE NAME RATE	PHASE	TASK DESCRIPTION	TASK	LEAD	TECH	WISDOT	Survey	ADMIN	COPIES	EQUIP	MILES	SUB-				
				Pinnow	Michlig	Holzern	Isentring	Deauchars						COST		
				\$210	\$140	\$170	\$100	\$85	\$0.15	\$20.00	\$0.655	(LABOR+				
				hours	hours	hours	hours	hours	copies	hours	miles	DIRECT)				
100	DESIGN															
		Project Administration	101	8	16			6				\$5,230				
		Existing Information Review	102	2	8	24						\$5,380				
		Review Known Conditions with Staff	103	4	4	8					70	\$2,686				
		Correspondence	104	10	16							\$5,060				
		Utility Coordination	105		2	16						\$2,660				
		Research	106			8						\$1,680				
		Topographic Survey	107		8		70			50	560	\$10,047				
		Preliminary Design	108	8	16	96			100			\$18,175				
		Preliminary Cost Estimate	109		6	8						\$2,380				
		Meetings - City	110	6	9	16					210	\$5,288				
		Meetings - PIM	111	4	6	8	6				70	\$4,126				
		Erosion Control Plans	112			20						\$2,800				
		Traffic Control Plans	113			12	4					\$2,360				
		Watermain Design	114		6	32						\$5,740				
		Sanitary and Storm Sewer Design	115		4	16						\$3,080				
		WisDOT Design Reports	116		8	4	45					\$9,890				
		Environmental Documentation	117		12	16	55					\$14,110				
		Agency Coordination	118		8		30					\$6,780				
		Final Plans	119	8	16	140			200			\$24,350				
		Final Cost Estimate	120		4	8						\$1,960				
		Specifications	121	2	16	12		6				\$5,890				
		WisDOT NOI	122		2	12						\$2,100				
		Watermain Permits	123		2	12						\$2,100				
		Bidding Administration	124		12	4		4				\$3,420				
		QA/QC	125	8	4							\$2,200				
		Soil Boring - Subconsultant										\$10,500				
		SUBTOTAL HOURS/MI		60	193	464	140	70	300	50	910	943				
		SUBTOTAL COST		\$10,200	\$40,530	\$64,960	\$23,800	\$7,000	\$45	\$1,000	\$596	\$159,991				



TRILLIUM LANE MULTI-USE TRAIL

Rib Mountain, WI

The Town of Rib Mountain is known for its great outdoor culture and variety of recreational opportunities, home to Rib Mountain State Park which contains a large, quartzite rock knob with “ribs” and Granite Peak Ski Area, one of the first ski areas in North America. Residents and visitors can also enjoy water-based activities along the adjacent Wisconsin River, a number of community bicycle and pedestrian trails and the popular Doecke Recreation Area.

Over the years, the greater Wausau region has invested in a growing network of trails, many of which were constructed to fulfill the vision of the Wausau Area Metropolitan Planning Organization’s (MPO) Bicycle and Pedestrian Plan, adopted in 2015. As part of this vision, the Town of Rib Mountain realized an opportunity to increase linkage within the network and hired MSA to provide trail design and construction administration services for the creation of a new north-south connector trail. The trail would serve to join together existing trails/ bike routes, boost circulation, and provide a safer route through the area. It would also establish a connection to other areas within the community including the nearby recreation area and state park. MSA worked in close collaboration with Town officials, the Wisconsin DOT, and Janke General Contractors, Inc. on the vision and execution of the trail, with MSA leading both design as well as construction administration and oversight.

The result is the Trillium Trail, which adds over one mile of new 10-foot-wide paved trail that connects to existing routes, provides safe, accessible access over USH 51/139 and links to the Wisconsin River pedestrian bridge — and, ultimately, surrounding communities. The new paved trail extends from Foxglove Road to the south end of Trillium Lane and features paved pathways and boardwalks through wetland areas. The project also provides additional off-street and on-street bicycle and pedestrian accommodations along Trillium Lane up to County N, including widening and paving of road shoulders and the addition of pedestrian crossing beacons. Ultimately, the MPO intends to have a connection between the Trillium Trail and the Mountain-Bay State Trail, the longest rail-trail in Wisconsin (83 miles) and named for the two geological features at either end: Green Bay and Rib Mountain.

REFERENCE INFORMATION

Scott Turner, Streets and Parks Superintendent
227800 Snowbird Avenue, Wausau, WI 54401
(715) 842-0983 ext. 21
sturner@townofribmountain.org

RECENT RELATED PROJECT EXAMPLES



ATWOOD AVENUE PROJECT

Madison, WI

Atwood Avenue is a minor arterial within the City of Madison connecting the City of Monona to the downtown isthmus. This one-mile segment of roadway is bound by primarily residential property and parkland. The City of Madison’s goals are to improve safety and traffic operations while enhancing multimodal connectivity and mobility.

The existing roadway is a four-lane roadway. Typical sections were evaluated, and a review of the traffic volumes indicated that while two lanes were necessary in one direction, only a single lane was needed in the opposing direction. The proposed typical section includes a three-lane section with the inclusion of a raised median to provide refuge areas within the park limits and shorten the crossing distance to provide enhanced safety for pedestrians.

This project proposes to include enhancements to bike and pedestrian safety by providing an off-street multi-use facility with a new enhanced pedestrian bridge. Connectivity to the existing Capital City Trail will be provided along Walter Street. On-street bike facilities are included at the eastern limits of the project to connect into Monona Drive to the south. This project required additional effort to make sure the NEPA process was followed. The project was adjacent to a major city park, waterways, a regional tourist destination and a school—while also requiring the design team to consider environmental justice. With that, an extensive public involvement plan was utilized that included three public outreach opportunities in the preliminary design phase prior to determining the preferred alternative. These meetings consisted of information gathering, presentation of alternatives and selection of a preferred alternative. The project is scheduled to be constructed in the summer of 2023.

REFERENCE INFORMATION

Chris Petykowski, PE, Deputy City Engineer
210 Martin Luther King Jr. Blvd, Room 115, City County Building, Madison, WI 53703
(608) 267-8678
cpetykowski@cityofmadison.com