



# CITY COUNCIL MEETING IN PERSON AND VIA ZOOM TUESDAY, MARCH 7, 2023 – 7:00 PM CITY HALL – SECOND FLOOR

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

Meeting ID: 599 786 6403 Passcode: 53538

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# **AGENDA**

- 1. Call meeting to order
- 2. Roll call
- 3. Public Hearing None
- **4.** <u>Public Comment:</u> 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. <u>Consent Agenda:</u> 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 23, 2023 regular Fort Atkinson City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)
- Review and possible action relating to the minutes of the February 28, 2023 regular Fort Atkinson Plan Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action on **Special Event: Memorial Day Parade** on Monday, May 29, 2023 from American Legion to Evergreen Cemetery from 10 a.m. to 12 p.m. (Ebbert, Clerk/Treasurer/Finance Director)
- d. Review and possible action on **Special Event: Fort Atkinson Charity concerts** on June 14, June 28, July 12, July 26, Aug. 9, Aug. 23, 2023 from 6:30-8:30 p.m. at Barrie Park (Ebbert, Clerk/Treasurer/Finance Director)

# 6. Petitions, Requests, and Communications – None

# 7. Resolutions and Ordinances

a. Review and Possible action on a **resolution relating to "No Mow May," a temporary exception to Section 102-121(b)(1)** of the City of Fort Atkinson Municipal Code (LeMire, City Manager)

# 8. Reports of Officers, Boards, and Committees:

a. City Manager's Report (LeMire, City Manager)

# 9. <u>Unfinished Business</u> – None

# 10. New Business:

- a. Review and possible action relating to a Proposal from Bucklin's Tree Service for bulk brush grinding services, in the amount of \$9,300 (Williamson, Superintendent Public Works)
- Review and possible authorization relating to Water Utility Department truck, trailer, and accessory purchases at a cost not to exceed \$49,566 (Armstrong, Water Superintendent)
- c. Review and possible action on **Roof Replacement at Water Utility Department Office** at a cost not to exceed \$47,500 (Armstrong, Water Superintendent)
- d. Review and possible action relating to selection of Graef for a Traffic Impact Analysis for the area of Banker Road at a cost not to exceed \$20,000 (Selle, City Engineer/Director of Public Works)
- e. Review and possible action relating to a **Certified Survey Map** for RTLE Properties LLC., for the property located at 1531 and 1533 S. Main St. (Selle, City Engineer/Director of Public Works)

- f. Review and possible action relating to Wastewater Utility Phase II Improvements Project Change Order 9 Influent Wet Well Concrete Rehabilitation Project Update at a cost not to exceed \$54,682 (Christensen, Wastewater Utility Superintendent)
- g. Review and possible action relating to **Interceptor Sewer Cleaning by Northern Pipe, Inc.** for up to \$68,884.20 (Christensen, Wastewater Utility Superintendent)

# 11. Miscellaneous – None

# 12. Claims, Appropriations and Contract Payments:

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

# 13. Adjournment

Date Posted: March 3, 2023

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

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Note the City's new .gov domain name and new phone numbers. Visit our website for more information.



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

# CITY COUNCIL MEETING IN PERSON AND VIA ZOOM THURSDAY, FEBRUARY 23, 2023 – 7:00 PM CITY HALL – SECOND FLOOR

# 1. CALL MEETING TO ORDER

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

# 2. ROLL CALL

Present: Cm. Becker, Cm. Hartwick, Cm. Johnson, Cm. Schultz and President Scherer. Also present: City Manager, City Engineer, City Attorney, City Clerk/Treasurer/Finance Director, Public Works Superintendent, Building Inspector 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 February 7, 2023 regular City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)
- b) Review and possible action relating to the minutes of the February 14, 2023 regular Plan Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)
- c) Review and possible action relating to building, plumbing, and electrical permit report for January 2023 (Draeger, Building Inspector/Zoning Administrator)
- d) Review and possible action relating to the City Clerk-issued License and Permit Report for January 2023 (Ebbert, Clerk/Treasurer/Finance Director)
- e) City Sewer, Water, and Stormwater Utility Financial Statements as of January 31, 2023 (Ebbert, Clerk/Treasurer/Finance Director)
- f) Review and possible action relating to the Special Event: Fort Atkinson Parks & Recreation Easter Egg Hunt on Saturday, April 1, 9:30-11 a.m. at Ralph Park (Ebbert, Clerk/Treasurer/Finance Director)
- g) 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)
- h) 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)

Cm. Becker moved, seconded by Cm. Johnson to approve the Consent Agenda as listed, items 5.a. through 5.h. Motion carried.

# 6. PETITIONS, REQUESTS, AND COMMUNICATIONS

- a. Review and possible action relating to a proclamation recognizing February 7, 2023 as Monarch Pledge Day in the City of Fort Atkinson (LeMire, City Manager)
   Cm. Hartwick moved, seconded by Cm. Schultz to approve the proclamation recognizing February 7, 2023 as Monarch Pledge Day in the City of Fort Atkinson. Motion carried.
- Review and possible action relating to a proclamation recognizing February 19-25, 2023 as
   National Engineer's Week in the City of Fort Atkinson (LeMire, City Manager)
   Cm. Schultz moved, seconded by Cm. Johnson to approve the proclamation recognizing
   February 19-25, 2023 as National Engineer's Week in the City of Fort Atkinson. Motion carried.
- c. Presentation on 2022 Dwight Foster Public Library accomplishments (Robinson, Library Director)
  No action required.

# 7. RESOLUTIONS AND ORDINANCES - NONE

# 8. REPORTS OF OFFICERS, BOARDS, AND COMMITTEES:

a. City Manager's Report (LeMire, City Manager)No action required.

# 9. <u>UNFINISHED BUSINESS</u> – NONE

# 10. NEW BUSINESS:

 a. Review and possible action relating to a Proposal from Angus Young Architects for the design of a new Department of Public Works Operations facility (Williamson, Public Works Superintendent)

Superintendent Williamson reviewed the Council approval on January 3<sup>rd</sup>, 2023 to request proposals for architectural design and preparation of construction bid documents for a new Public Works Operations facility. This proposal includes the design process, construction bidding process, and final construction contracts within the 2023 calendar year.

Four proposals were received as follows:

Angus Young Architects - Total Fees (Revised) = \$475,000.00 Engberg Anderson Architects - Total Fees Proposed = \$577,810.00

Excel Engineering - Total Fees Proposed = \$987,000.00 (4.7% of Const. Costs)

Bloom Companies - Total Fees Proposed = \$1,077,000.00

Williamson discussed the project architectural design and plan bid set preparation is budgeted within the 2023 Capital Improvement Plan at \$300,000. \$100,000 of those funds were levied through the 2022 tax bills as part of the levy-funded CIP. The remaining \$200,000 were included in the "Other Funding Sources Table" on page 225 of the Budget, as proceeds from future

borrowing. The City intends to borrow funds for the construction of the Public Works Operations facility in 2024. Within 18 months of that intended borrowing, the City Council can spend funds and reimburse itself from proceeds of that borrowing. If the proposal is approved, staff intends to present a Resolution for Council consideration solidifying this intent.

Williamson noted that Staff recommends that the City Council authorize the City Manager to execute a contract with Angus Young Architects in an amount not to exceed \$475,000.00 for architectural design plans, and construction bidding document and specifications, for a new Public Works Operations Campus Facility, located at 700 James Place, using \$100,000 from the 2023 CIP and \$375,000 from the General Fund fund balance with the intent to reimburse the General Fund through proceeds from the 2024 borrowing.

Cm. Becker moved, seconded by Cm. Johnson to approve the proposal from Angus Young Architects for the design of a new Public Works Operations facility at a cost not to exceed \$475,000. Motion carried.

b. Review and possible action relating to Alcohol Beverage License application for AARSAN Fort Plaza, LLC the licensing period of February 24, 2023 to June 30, 2023 (Ebbert, Clerk/Treasurer/Finance Director)
Clerk Ebbert presented the application from AARSAN Fort Plaza, LLC for a "Class A" Intoxicating Liquor and Class "A" Fermented Malt Beverage license for use at 1220 Janesville Avenue. This location currently operates as Lions Quick Mart with the same type of alcohol license. A background check was successful with necessary application materials submitted. Additionally, the applicant applied for a Cigarette License.

Cm. Schultz moved, seconded by Cm. Johnson to approve the Alcohol Beverage License application for AARSAN Fort Plaza, LLC for use at 1220 Janesville Avenue for the licensing period of February 24, 2023 to June 30, 2023. Motion carried.

c. Review and possible action relating to the State Municipal Agreement (SMA) for S. Main St. Pedestrian Path (Selle, City Engineer/Director of Public Works)

Engineer Selle refreshed the Council of the Safe Routes to School (SRTS) study completed in 2016. The study 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 cost table in the SMA is shown below. Construction costs are based on 2021 estimates. The estimated expense in 2021 for design was \$87K, with about \$8K apportioned to the Town simply based on the linear feet of project in the Town vs City boundary. Design costs are 100% paid by the City/Town.

Selle continued on construction costs that were estimated at \$1.19M total. Of that, \$252K (20%) is the City's responsibility, with about \$67K of that apportioned to the Town, again along the S Main St alignment. The City's intent is to accommodate our portion of the construction

costs within the annual \$720K (2023 dollars) allocated to right of way improvements through the Transportation Fund (Fund 5). Borrowing may provide a secondary option if that option holds an advantage over budgeted funds. These decisions will become clear toward the end of the design phase when the project elements and associated construction costs are better developed. City staff hopes to move ahead with an RFP for design of the project in 2023 or 2024 depending on available budget, but has not discussed this schedule with the Town as of this writing.

Cm. Hartwick moved, seconded by Cm. Becker to approve the State Municipal Agreement (SMA) for S. Main St. Pedestrian Path and authorize the City Manager to execute. Motion carried.

- d. Review and possible action relating to a Certified Survey Map for CBF Investment Co. LLC., for the property located at 1504, 1520 and 1530 Madison Ave. (Selle, City Engineer/Director of Public Works)
  - Engineer Selle discussed the Staff review of the preliminary CSM and required the following additions to conform with the <u>Land Division and Development Ordinance</u> section 70.06.01, all items are minor and do not affect the overall intent of the land division, which is supported by staff. Additions to the Preliminary CSM include:
    - Easement document and CSM reference for private utilities noted on the north side of the parcel
    - Setback lines should be drawn on the CSM consistent with the suburban mixed use zoning
    - An easement document, including grantee, should be attached and the easement shown on the map for the private utilities shown to the north
    - Existing utilities should be shown on the map within the adjacent right of way and those stubbed to the proposed lot(s)

Cm. Becker moved, seconded by Cm. Schultz to approve a Certified Survey Map for CBF Investment Co. LLC., for the property located at 1504, 1520 and 1530 Madison Ave, subject to the conditions included in the staff report and Plan Commission recommendation. Motion carried. 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. Becker moved, seconded by Cm. Hartwick to approve the Verified Claims as presented.
   Motion carried.
- 13. THE CITY COUNCIL MAY CONSIDER A MOTION TO CONVENE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(C) TO CONSIDER EMPLOYMENT, PROMOTION, COMPENSATION, OR PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE

# GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY [ANNUAL PERFORMANCE REVIEW OF THE CITY MANAGER]

Cm. Hartwick moved, seconded by Cm. Becker to adjourn into closed session pursuant to State Stat. §19.85(1)(e) to conduct the annual performance evaluation of the City Manager. Motion carried.

# 14. ADJOURNMENT

Cm. Hartwick moved to adjourn the meeting. Seconded by Cm. Becker and adjourned at 8:44 pm.

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



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

# **MEMORANDUM**

DATE: March 7, 2023

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Special Event: American Legion Post 166

**Memorial Day Parade** 

# **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 29, 2023

**Location**: Beginning at 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:

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

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

# **RECOMMENDATION**

Staff recommends that City Council approve the Special Event for American Legion Post 166 – Memorial Day Parade on Monday May 29, 2023 and street closures as noted.

## **ATTACHMENTS**

Special Event Application, Event Description, Map with Route and Closures



# **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 Special Event Details	
Event Name: Fort Atkinson Memoria	al Day Parade	
Event Date: 29 May 23 (Monday)		
Event Location: American Legion Po	ost 166 to Evergreen Cemetery	
Estimated Number of Attendees: 1000	Hours of Event: 1000-1200	
Check all applicable boxes:		
I am renting a City Park	Attach copy of paid park rental from Parks & Recreation (920) 563-7781.	
I will be having music	Start and end time of music:	
XI I will be closing a street(s)	Attach site diagram with details. Barricades can be provided by Public Works upon request (920) 563-7771.	
I will be selling beer and/or wine*	Attach Temporary License and Bartender/Operator Applications. Contact City Clerk (920) 563-7760	
*Restroom Plan also required with sales o	of beer and/or wine. Refer to the Special Event Guide.	
I will be erecting a tent, canopy or othe	r temporary structure.	
By signing, I agree to the following stateme	ents:	
I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I am responsible to contact each Department to arrange for assistance. I understand I am responsible for timely clean up after the event.		
Responsible Party Signature:		
The state of the s		
	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, Secretary

W4887 State Rd 106 FORT ATKINSON, WI. 53538

February 6, 2023

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 29th, 2023 at 10 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.

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 Imsland(also VFW Commander) upon arrival.

Respectfully,

Daniel D. Juday

Memorial Day Secretary Phone: (920) 747-0691 IFish920@GMail.com



# Paul Frank Florine American Legion Post 166 Fort Atkinson, Wi

6 Feb 2023

Fort Atkinson Police Department 101 S. Water Street W Fort Atkinson, WI. 53538

Chief Bump,

On behalf of the Fort Atkinson Memorial Day Committee, I would like to request a lead and trail escort for this years' Memorial Day parade on May 29th, 2023.

The parade route will be begin at the Legion Dugout(201 S. Water Street Fort Atkinson) proceeding down Main Street heading north to the Evergreen cemetery. The parade will start at approximately 10:15 AM after the Marine Service at the American Legion.

We would also like you to be our guest for our Legion breakfast. The breakfast will be from 6:30am until 10:00am. You will be on the guest list so please let the ticket taker know who you are. If you have any questions, please feel free to contact me.

Please contact me as soon as possible with your response as I am trying to get the day organized. Thank you.

Respectfully,

Daniel Juday, MSgt, USAF (Ret)

Memorial Day Secretary

American Legion Post 166

Fort Atkinson, WI 920-747-0691

IFish920@GMail.com





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

# **MEMORANDUM**

DATE: March 7, 2023

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Special Event: FA Summer Charity

**Concerts** 

# **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**: FA Summer Charity Concerts

Date: Wednesdays: June 14, June 28, July 12, July 26, August 9, and August 23, 2023

**Location**: Barrie Park

Contact Person: Megan Hartwick
Hours of Event: 6:30 pm to 8:30 pm
Estimated Number of Attendees: 300+

Event information was routed to Departments without any concerns provided. Parks Department will provide proper receptacles.



# FINANCIAL ANALYSIS

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

# **RECOMMENDATION**

Staff recommends that City Council approve the Special Event FA Summer Charity Concerts in Barrie Park on Wednesday June 14, June 28, July 12, July 26, August 9, and August 23, 2023.

# **ATTACHMENTS**

**Special Event Application** 

Name of Business/Group Organizing Event:	Fort Atkinson Kiwanis Club
Contact Person for Event: Meaon	Hartwick
	061 Email: megankhartwickegmail.com
Is the Business/Group Organizing Event:	For profit or Non-Profit  Special Event Details
Event Name: FA Summer (	
	28, July 12, July 26, August 9, August 23
Event Location: Barrie Par	K
Estimated Number of Attendees: 300 /	Concert Hours of Event: 6:30 - 8:30pm
Check all applicable boxes:	
	Attach copy of paid park rental from Parks & Recreation (920) 563-7781.
I will be having music	Start and end time of music: 6:30 - 8:30 pm
I will be closing a street(s)	Attach site diagram with details. Barricades can be provided by Public Works upon request (920) 563-7771.
I will be selling beer and/or wine*	Attach Temporary License and Bartender/Operator Applications. Contact City Clerk (920) 563-7760
*Restroom Plan also required with sales of	f beer and/or wine. Refer to the Special Event Guide.
I will be erecting a tent, canopy or other	temporary structure.
Responsible Party Signature: Meg	
	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:	





# FA Summer Charity Concerts

# 2023 Sponsorship Opportunity



Sponsorships slots are available for the six FREE concerts at the bandshell this summer! The funds raised this year will continue to support the Lend a Hand program at BASE Fort Atkinson, our Kiwanis scholarship fund, and other community engagement initiatives. Since 2013, the charity concerts have donated a total of \$85,528 to these efforts!

# Gold Sponsor - \$1,000 (5 available)

Logo on Main Street banner Logo on bandshell banner Logo on Robert Street banner Logo on concert posters Facebook post mentions Media press releases Announcement at concerts

# Silver Sponsor - \$750 (5 available)

Logo on bandshell banner Logo on Robert Street banner Logo on concert posters Facebook post mentions Media press releases Announcement at concerts

# Bronze Sponsor - \$500 (10 available)

Logo on Robert Street banner Logo on concert posters Facebook post mentions Media press releases Announcement at concerts

# 2023 Concert Details:

6:30-8:30pm Barrie Park Bandshell

June 14th: 7000apart

June 28th: Altar Boy Picnic & Katie Scullin

July 12th: Driftless

July 26th: Fort Night Band

August 9th: John Masino Band

August 23rd: Matthew James & The Ramble

Please make sponsorship checks payable to "Kiwanis Club of Fort Atkinson" and note "charity concerts" in the memo

> Mail to: Kiwanis Club of Fort Atkinson Attn: Megan Hartwick P.O. Box 27 Fort Atkinson, WI 53538



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

# **MEMORANDUM**

DATE: March 7, 2023

TO: Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Review and Possible action on a resolution relating to "No Mow May," a

temporary exception to Section 102-121(b)(1) of the City of Fort Atkinson

**Municipal Code** 

# **BACKGROUND**

Heart of the City has expressed interest in introducing a temporary exception to Section 102-121(b)(1) of the City of Fort Atkinson Municipal Code, which would allow for grass to exceed the stated eight inch maximum to facilitate promotion and education of habitat necessary for successful emergence and survival of pollinators in the month of May. This effort is known as "No Mow May" and was successfully implemented in 2021 and 2022.

# **DISCUSSION**

This proposed exception would allow rear yards of residential properties and designated City owned property to be exempt from enforcement of Section 102-121(b)(1) throughout the month of May 2023.

The designated City-owned properties to be included in this exception are:

- Barrie Park near the playground on the corner
- North Main St. and N Fourth St by the train tracks
- A swatch near the electronic sign at Jones Park
- Wilcox Park section

# **FINANCIAL ANALYSIS**

No financial impact to the City is expected.

# RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution allowing for Temporary Exception to Section 102-121(b)(1) from May 1, 2023 to May 31, 20223 and declare the month "No Mow May" in the City of Fort Atkinson.

# **ATTACHMENT**

Resolution allowing for temporary exemption to Section 102-121(b)(1) for May 2023

# RESOLUTION NO.

# RESOLUTION ALLOWING FOR TEMPORARY EXCEPTION TO SECTION 102-121(B)(1) OF THE CITY OF FORT ATKINSON MUNICIPAL CODE RELATING TO VEGETATION, ALSO KNOWN AS "NO MOW MAY"

**WHEREAS**, City of Fort Atkinson residents require food to sustain their lives and one of every three bites of food consumed requires pollinators; and

**WHEREAS,** the City has a strong public interest in and duty toward the continuing survival of its residents; and

WHEREAS, the pollinators whose activities generate our food include bees, butterflies, moths, birds, as well as many others, and these pollinator species are in decline due to pesticide treatments and mowing, urban sprawl, habitat loss, disease, and parasites; and

WHEREAS, the formative period for establishment and nourishment of pollinator species occurs in late Spring and early Summer upon emergence from hibernation, and at the same time supporting plants emerge and blossom, offering them habitat and forage opportunities; and

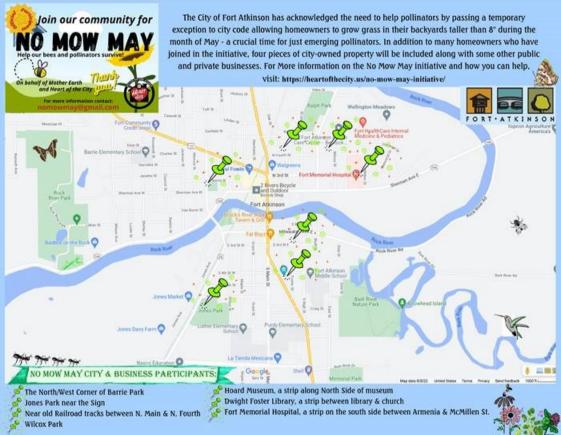
**WHEREAS**, the United States Environmental Protection Agency recognizes the necessity of protecting pollinators by establishing a "National Pollinator Week" proclamation for the week of June 19-25, 2023; and

**WHEREAS**, pollinator foraging and development is reduced by leaf removal and mowing of grass.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Fort Atkinson recognizes and supports the "No Mow May" initiative for promotion and education about this critical period for pollinator emergence and survival, allowing for the creation of crucial pollinator-supporting habitat and early Spring foraging opportunities.

**BE IT FURTHER RESOLVED,** that in the rear yards of residential properties and on designated City-owned properties, from May 1, 2023 through May 31, 2023, the City of Fort Atkinson shall temporarily suspend enforcement of Section 102-121(b)(1) of the City of Fort Atkinson Municipal Code relating to the prohibition of grass and weeds over eight inches tall on improved, unimproved or vacant properties.

Adopted this 7th day of March 2023	
Effective the 1st day of May 2023 through the 31st	day of May 2023.
	CITY OF FORT ATKINSON
	-
	Christopher Scherer, President
ATTEST:	
Michelle Ebbert, City Clerk/Treasurer/Finance Dire	<u></u> ctor





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

# **MEMORANDUM**

DATE: March 7, 2023

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action relating to a Proposal from Bucklin's Tree Service

for bulk brush grinding services, in the amount of 9,300.00.

# **BACKGROUND**

The Department of Public Works operates and maintains the City of Fort Atkinson Compost Site just east of 520 Riverside Drive (Memorial Park). A large portion of the site is dedicated to the public drop-off and storage of residential brush materials. These materials must be reduced in size yearly to allow for proper hauling and disposal to accommodate the following years collection of brush. In years past, the operation of the site utilized the practice of mass burning these materials, but five (5) years ago the City opted to take a more environmentally friendly approach to reducing (grinding into shreds/chips) the material stockpile down to a manageable size that can utilized by the citizens of Fort Atkinson or hauled off-site. This new model requires the Department to hire a mobile process bulk grinding service company to come in and process these materials using a large scale mobile grinder and excavator (shown below).



# **DISCUSSION**

The Department releases an RFP for process bulk grinding of the brush stockpile, located at the existing City Compost Site, yearly to providers of this service. This year we reached out to four service providers: Bucklin's Tree Service out of Menasha, WI; Droprite Tree Service out of Kenosha, WI; Oconomowoc Landscape out of Oconomowoc, WI; and DRP Mobile Services, out of Waterford WI. We received one proposal response, to the RFP, from Bucklin's Tree Service (BTS) in the amount ranging from \$9,300.00 to 10,650.00, dependent upon the length of time it takes to process the stockpile (proposed at 12 to 14 hours). The company we contracted with last year (DRP Mobile Services) is no longer in business. The company we have utilized in previous years (Oconomowoc Landscape) expressed no interest in bidding this service for us this year and Droprite Tree Service, Kenosha WI, did not respond to the RFP.

# **FINANCIAL ANALYSIS**

The Department budgeted 26,250.00 for salaries and maintenance of the Compost Site in Fund 01-54-5471-0500 for calendar year 2023. The Department proposes the use of funds from the 2023 budgeted Compost Site maintenance account in an amount not to exceed \$9,300.00 to grind and process the existing brush stockpile. Staff firmly believes the pile can be processed in twelve (12) hours with Department staff assistance.

## RECOMMENDATION

Staff recommends that the City Council authorize the Public Works Superintendent to execute a contract with Bucklin's Tree Service in an amount not to exceed \$9,300.00 for the process bulk grinding of brush at the City Compost Site, using funds from the Compost Maintenance Account budgeted for 2023.

# **ATTACHMENTS**

2023 Brush Grinding RFP released by the Public Works Department; Bucklin's Tree Service Proposal Submitted January 18, 2023.





# **Professional Services Agreement**

Date: 01/18/2023

 $Bucklin\ Tree\ Service,\ LLC\ ("BTS")\ agrees\ to\ provide\ services\ in\ accordance\ with\ the\ terms\ and\ conditions\ of\ this\ Professional\ Services\ Agreement\ (the\ "Agreement"):$ 

Customer Name	erty of fort fithingen				
920-397-9909 (Cell Phone) (Work Phone)			twilliamson@fortatkinsonwi.gov		
Customer Williamson		,	Tom (First)		
	(Cell Phone)	(Work Phone)		·mail)	
Billing Address	,	James Place	Fort Atkinson	WI	53538
Service	Brush Pile @ N	(Address) Municipal Compost Site	(City) Fort Atkinson	(State) WI	(Zip Code) 53538
Location		(Address)	(City)	(State)	(Zip Code)

BTS hereby proposes to furnish the materials and perform the labor necessary for the following project (the "Project"):

# **GRINDING SERVICE**

- Bucklin Tree Service, LLC will provide grinder service to grind brush pile. Grinder billed at \$525.00 per hour. Excavator billed at \$150.00 per hour.
- Customer will provide operator and support equipment to push up tailings when grinding.
- Bucklin's will provide all fuel for Bucklin equipment.
- Mobilization fee of \$1200.00.
- No haul out.
- Estimated to take approximately 12-14 hours to complete grinding.

Bucklin's does not grind dirt, rocks, metal or aged compost. Any damage incurred to grinder may be charged to customer. Bucklin's is not responsible for flying debris.

Terms of Payment: All accounts are net payable upon receipt of the invoice. A service charge of 1.67% will be added to accounts not fully paid 30 days subsequent to the invoice date.

Acceptance of proposal. The above price, specifications, and conditions are satisfactory and hereby accepted. Bucklin Tree Service, LLC is authorized to do the work as specified. Payment within 30 days upon completion.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF A FULL COPY OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS CONTAINED ON THE BACK OF THIS AGREEMENT, WHICH ARE HEREBY DEEMED INCORPORATED BY REFERENCE. BY SIGNING BELOW, CUSTOMER FURTHER ACKNOWLEDGES ACCEPTANCE OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

BUCKLIN TREE SERVICE, LLC:	CUSTOMER:	
By:		
Name:	Print Name:	
Title:		

## **Terms and Conditions**

- 1. Applicability; Entire Agreement: These terms and conditions are the only terms, which govern the Project set forth on the reverse side of these terms from BTS. The Agreement, including these terms, comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties and communications, both written and oral. These terms prevail over any of Customer's general terms and conditions. This Agreement expressly limits Customer's acceptance to the terms of this Agreement.
- **2. Performance of Services:** BTS shall provide services to Customer as described in this Agreement. BTS shall use reasonable efforts to meet any performance dates specified in the Agreement, and any such dates shall be estimates only.
- 3. Customer's Obligations: Customer shall: (a) cooperate with BTS in all matters relating to the Project and provide such access to Customer's premises and other facilities, as BTS may reasonably request for the performance of its work pursuant to the Project; (b) respond promptly to any request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for BTS to perform its work in accordance with the requirements of this Agreement; and (c) remove any personal property, including, without limitation, vehicles, furniture and yard ornaments from Customer's premises in advance.
- 4. Customer's Acts or Omissions: In the event any act or omission of Customer or its agents, subcontractors, consultants or employees prevents BTS from performance of its obligations under this Agreement, BTS shall not be in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 5. Underground Utilities: BTS shall notify Digger's Hotline to mark underground utilities including water, gas, electric, and cable, if BTS deems necessary. At BTS's request and as otherwise set forth in the Agreement, Customer shall arrange for a professional underground line service to mark any other lines for sprinkler lines, dog fences, septic systems, or other electric wires.
- 6. Price: The price for BTS's work performed on the Project is the price stated on the reverse side of these terms from BTS. Work performed on a time and materials basis includes all labor and materials supplied by BTS for performance of the Project, including, without limitation, travel to and from the work site, time spent performing work on the Project, time spent cleaning and organizing after work on the Project is completed, and debris disposal. Any additional work or equipment required by BTS to complete the Project caused by:

  (a) Customer's failure to make a condition known; (b) previously unknown circumstances; or (c) any other condition

- not apparent in estimating the Project cost, shall be paid for by the Customer on a time and materials basis. All prices are subject to sales tax.
- Payment Terms: Unless otherwise noted in the Agreement, payment is due upon invoice. BTS shall issue an invoice to Customer on or any time after performance of the work on the Project. Customer shall make all payments hereunder in US dollars by cash, check or credit card. Deposits are non-refundable. In the event BTS does not receive payment within five (5) days after becoming due, BTS may (a) charge interest on any such unpaid amounts at a rate of one and onehalf percent (1.5%) per month, or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (b) suspend any further performance until Customer pays in full. If any payment obligation under this Agreement is not paid when due, Customer shall pay all costs of collection, including attorneys' fees, whether or not a lawsuit is commenced as part of the collection process.
- 8. Customer's Right to Cancel: PER ATCP 110 AND WISCONSIN STATUTE CHAPTER 423, YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT BY MAILING A WRITTEN NOTICE TO BUCKLIN TREE SERVICE, LLC, 936 APPLETON ROAD, MENASHA, WI 54952 BEFORE MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER YOU, THE CUSTOMER, SIGNED THIS AGREEMENT. IF YOU, THE CUSTOMER, WISH, YOU MAY USE THIS PAGE AS THAT NOTICE BY WRITING "I HEREBY CANCEL" AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS PAGE IS PROVIDED BY BTS FOR YOUR RECORDS.
- Wisconsin Construction Lien **Notice:** REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT (BTS) HEREBY NOTIFIES OWNER (CUSTOMER) THAT **PERSONS** OR PERFORMING, FURNISHING, **COMPANIES** OR PROCURING LABOR. SERVICES. MATERIALS. PLANS. OR **SPECIFICATIONS** FOR CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, 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. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
- 10. Limitation of Liability: IN NO EVENT SHALL BTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11. Indemnity and Hold Harmless Agreement: Customer agrees to indemnify and hold harmless BTS and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, for bodily injury, illness, or death, or for property damage, including loss of use, which are caused in whole or in part by the negligence, act or omission of the Customer, or that of anyone employed by them for whose acts Customer may be liable. Customer's obligation hereunder shall be excused only if the claims, damages, losses and expenses stem from BTS's negligence or other tortious acts.
- 12. Insurance: BTS will maintain insurance in commercially reasonable amounts calculated to protect itself from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this Agreement. BTS maintains workers compensation coverage on all employees, as well as a comprehensive general liability policy.
- 13. Changes in Work: Customer reserves the right to order work changes in the nature of additions, deletions or modifications, without invalidating this Agreement. Except as set forth, below, all such changes shall be memorialized in a written change request (a "Change Request") and be signed by both parties. BTS specifically reserves the right to refuse to honor any Change Requests if they are not in writing signed by both BTS and Customer. However, if BTS completes any changes in work based upon the verbal instruction of Customer, Customer will unconditionally pay and accept the cost of such materials and labor associated with the Change Request. BTS preserves its right to collect all sums due and owing for that work regardless of whether or not the Change Request was in writing. All Change Requests shall also include reasonable conforming changes in the price and the likely time required to implement the change.
- 14. Customer's Representations and Warranties: Customer warrants that: (a) Customer is the owner of all property where the specified work on the Project is to be performed; (b) Customer has the necessary rights and authority

- to enter into and perform under this Agreement; and (c) all trees listed as part of the Project are located on Customer's property, and, if not, that the Customer has received full permission from the true property owner to allow BTS to perform the work specified as part of the Project.
- **15. Cancellation:** Customer cannot terminate, cancel or modify this Agreement, in whole or in part, except with BTS's written consent.
- **16. Waiver:** No delay or failure by BTS in exercising any right under this Agreement, nor any partial or single exercise of such right, shall constitute a waiver of that right or any other right.
- 17. Force Majeure: BTS shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including but not restricted to acts of God, war, terrorism, civil commotion, acts of government, fire, theft, corrosion, floods, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief.
- and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin in each case located in the city of Green Bay and County of Brown, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 19. Attorneys' Fees and Costs: In any legal suit, action or proceeding arising out of this Agreement, including, without limitation, a collections action, the parties agree that the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- 20. Binding Effect: This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors or assigns.
- 21. Severability: If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in effect.
- 22. Entire Agreement: Each of the parties hereto agree and represent that this Agreement comprises the full and entire agreement between the parties affecting the Project and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized and that all negotiations, acts, work performed or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement. This Agreement may not be modified unless done so by written agreement.

- 23. Signatures: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- **24. Photo Release:** Customer hereby agrees that BTS may use images from the Project for purposes of advertising, website, blog and magazine submissions and any other means of promotion of BTS's business. BTS hereby waives any right to payment, royalties or any other consideration for the use of images.



# CITY OF FORT ATKINSON, WI RFP FOR BRUSH GRINDING SERVICES

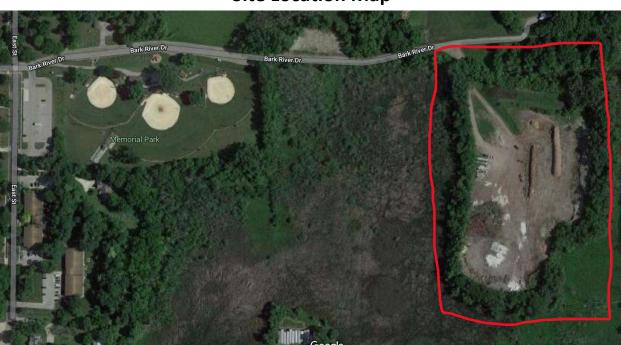
Contact: Tom Williamson – 920.397.9909 twilliamson@fortatkinsonwi.gov

Proposal Deadline: January 20, 2023, at 12 PM – email proposals only.

# 1. PROJECT OVERVIEW

This is a Request for Proposals (RFP) for processing of a large municipal brush pile.

The City of Fort Atkinson has owned and operated a municipal compost site for many years. Part of the facility is used for resident brush collection storage and residential brush drop-off. This large pile of brush requires processing, through grinding, to reduce the pile to a more manageable size for Public Works Staff to deal with.



**Site Location Map** 





# 2. CITY PROVISIONS

The City of Fort Atkinson Department of Public Works will provide one (1) Front End Loader and one (1) Operator to assist the grinding operation in the management of materials. No trucking of processed material is required, and all processed materials may remain onsite for City use or disposal.

# 3. REQUIRED SCOPE OF WORK

Please provide a detailed proposal of costs for the processing of brush. Include a detailed description of the proposed work and a breakdown of hourly costs for equipment and labor.

# 4. SCHEDULE

The City would like to schedule this work over the remaining winter months from February thru March and is willing to work at the convenience of the chosen contractor to assist in controlling costs.

## 5. PROPOSAL FORMAT

Approach to Work – your best pitch, what differentiates you from competitors, be succinct.

Examples of Work – provide weblinks only to 2 recent similar sized projects for similar clients.

Scope of Work – detail any assumed contractor responsibilities among the work noted in the required scope of work.

Fees – (1 page) provide the total budget with estimated hours by individual and task, such that the scope task is clearly matched to the hours. Please include a current hourly rate table.

Schedule – detail of dates proposed to complete the processing.

# 6. PROPOSAL DEADLINES

- a. Proposal Deadline: January 20, 2023 12 PM.
- b. Email proposals to: twilliamson@fortatkinsonwi.gov

Please feel free to contact the Department of Public Works to arrange a site visit to evaluate the work, should you desire, prior to submitting your proposal.

# 7. PROPOSAL EVALUATION

Proposals will be objectively evaluated based upon the submitted materials. Cost, approach, and schedule will be the most prominent factors. The City reserves the right to select the firm best suited for the work without regard to total proposed design budget submitted.



Agenda Water Utility Department 37 N. Water St. West Fort Atkinson, WI 53538

## **MEMORANDUM**

DATE: March 7, 2023

TO: Fort Atkinson City Council

FROM: Jeff Armstrong, Water Utility Superintendent

RE: Review and possible authorization relating to Water Department Truck, Trailer,

and accessory purchases at a cost not to exceed \$49,566

# **BACKGROUND**

At the July 5, 2022, City Council meeting, the Council approved the purchase of a Ford Transit Van for \$51,262.08 from Griffin Ford of Fort Atkinson for the Water Utility based on a request from the former Water Utility Superintendent. This purchase was included in the approved 2022 Capital Improvements Budget, using Water Utility funds.

The van was ordered but the delivery date remains unknown. It was scheduled to replace the 2008 Ford truck which has suffered several breakdowns. In order to replace the 2008 truck efficiently, Water Utility staff has determined that a 4-wheel drive pick-up style truck would meet the needs of the Department in both productivity and safety better than a van. Staff also proposes to purchase an enclosed utility trailer. Griffin Ford has allowed the department to cancel the van order without penalty.

The trailer would allow the department to store service material in it for a water emergency. Productivity would be increased by having all the material needed for the emergency already loaded on the trailer and ready to respond. Safety would be increased by the ability to fold down a rear walk-up ramp, so that employees do not have to lift heavy items up and into the back of a van. This trailer could be towed to a water emergency by any of the department trucks.

## **FINANCIAL ANALYSIS**

Griffin Ford Fort Atkinson was the only quote received, and the state procurement vendor was unable to provide options at this time. One other local dealer was contacted with no response.

List Price \$ 45,115.00Purchase Price \$ 40,466.00

# Trailer- 12x6 Enclosed, aluminum frame, single axle with fold down rear door:

I90 Enterprise Newville, WI.
Hwy 51 Trailer Sales Stoughton, WI.
TBE Trailer Watertown, WI.
\$ 7,150.00
\$ 7,543.00

In addition to the truck and trailer, staff proposes to make the following purchases for outfitting:

Bed style toolboxes from Northern Tool at a cost of \$1,500

- Water Utility in house trailer add-ons at a cost of \$600
- Truck box spray coating at a cost of \$450
- Generac 2500-Watt Inverter with mounting hardware from Northern Tool at a cost of \$900.

The total cost for the truck, trailer, and accessories is \$49,566, which is \$1,698.08 less than the amount authorized in 2022 for the purchase of the Ford Transit Van.

# **RECOMMENDATION**

Staff recommends the City Council authorize the purchase of the 2022 Fort F150 4-wheel drive pickup from Griffin Ford Fort Atkinson at a cost of \$40,466, a utility trailer from I 90 Enterprise in Newville at a cost of \$5,650, and various accessories, for a total cost of **\$49,566** to be paid for using Water Utility funds.



Worksheet

Date: 02/15/2023 5:06 PM
Salesperson: Timothy Maney John Chady

Manager: Paul Schepp

## FOR INTERNAL USE ONLY

BUSINESS NA	ME CITY OF FORT ATKINSON	Home Phone: (920) 397-9905	
CONTACT			
Address :	101 N MAIN ST FORT ATKINSON, WI 53538 JEFFERSON CO	Work Phone: <b>(920) 563-7775</b>	
E-Mail:	blindsey@fortatkinsonwi.gov	Cell Phone: (920) 728-4734	
VEHICLE			
Stock # .=#	31010 New / 656d .	VIN 4ETDEODTOLEFORMATE IVIIIcage 29730	
Vehicle: 2	20 T Old F 250	Color: RED	
Type:	NEM 2033	F1570 F2B - NKF30630	
TRADE IN			
Payoff :	VIN:	Mileage :	
Vehicle :		Color:	
Туре :			
	Selling Price	45,115.00	
	Discount	5,187.00	
	Adjusted Price	39,928.00	
	Total Purchase	39,928.00	
	Trade Allowance Trade Difference		
	Service Fee	349.00	
	Non Tax Fees	189.00	
	Trade Payoff		
	Cash Deposit		
	Balance	40,466.00	

Customer Approval:

Management Approval:

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

920 397 9916

Gasoline Vehicle

EPA Fuel Economy and Environment

T-150

NK F30630

# EXTERIOR WHITE OXFORD WHITE INTERIOR DARK SLATE CLOTH 40/20/40 2022 F-150 4X4 REGULAR CAB 141" WHEELBASE 2-7L V6 ECOBOOST ELEC TEN-SPEED AUTO W/TOW M

Go Further ford.com

 DYNAMIC HITCH ASSIST
 ELECT 4X4 SHIFT-DN-FLY CURVE CONTROL 4" PRODUCTMITY SCREEN

• DUAL SUNWSORS

• MESSAGE CTR: OUTSIDE TEMP,

COMPASS, TRIP COMPUTER POWERPOINTS - 12V
 TILT/TELESCOPE STR COLUMN ANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE - BAYTIME RUNNING LAMPS
- EASY FIGG CAPESS FILLER
- FULLY BOXED STEEL FRAME
- HALDGEN H-ADLAMPS
- HEAD LAMPS - ALTO HIGH BEAM
- HEAD LAMPS - ALTO LAMP

· AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT · AIRBAGS - SAFETY CANOPY® · CTR HIGH MOUNT STOP LAMP · SECURLOCK® ANTI-THEET SYS - 3YR/36/00: BUMPER / BUMPER - SYR/60/00: POWERTRAIN - 5YR/60/00: ROADSIDE ASSIST - 8YR/100/00: HYBRID SATTERY SOS POST-CRASH ALERT SYS"
 TIRE PRESSURE MONIT SYS WARRANTY FAL SAFE COOLING SYSTEM

\* FOUR ASS CONCINCT \*\* 46

HOTSPOT TELEMATICS MODEM

\* GAS-CHARGES BIOCKS

\*\* OUTBOARD WITH REAR \*\* NOCKS

\*\* PRE-COLLISION ASSIST WARE

\*\* PWRTACK AND PNION STEEK

\*\* FRAR YINN CAMERA.

LOCKING REMOVABLE TAILGATE PICKUP BOX TIE DOWN HOOKS TRAILER SWAY CONTROL
WIPERS-INTERMITTENT

\$36,835.00 7,735.00 44,576.00 46,365.00 750.00 TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY **TOTAL BEFORE DISCOUNTS** PRICE INFORMATION
BASE PRICE
TOTAL OPTIONS/OTHER XL HIGH DISCOUNT

XL HIGH DISCT CHROME TOTAL SAVINGS

> - 50.00 1,325.00 00:560'1

STATE EMISSIONS
TO START-STOP REMOVAL
ALLER TOW PACKAGE
4 OFF-ROAD PACKAGE

NO CHARGE NO CHARGE NO CHARGE

6778 17 85W ALL-TERRAIN 5 ELECTRONIC LOCK HR AXLE 58 SCWAW PACKAGE 6WILLICENSE PLATE BRACKET GWE BLOCK HEATER

PTIONAL EQUIPMENT/OTHER

POWER EQUIPMENT GROUP REVERSE SENSING SYSTEM

QUIPMENT GROUP 101A

100.00

L CHROME APPEARANCE PACKAGE CHROME FRONT/REAR BUMPERS

SILVEH PAINTED ALLIMINUM ACY GLASS

CCIS

FORD CREDIT This label is affared pursuant to the Federal Automobile information Disclosure Act. Genoline, License, and Title Fees. State and Local some are not included. Tester installed SB-L055 O/T 2 CONVOY

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit

\$45,115,00

TOTAL MSRP

Fuel Economy

highway

5.0 gallons per 100 miles

Annual fuel COSt

Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 142 MPGe.

\$2,250 You spend

more in fuel costs

over 5 vears compared to the

average new vehicle.

9

Fuel Economy & Greenhouse Gas Rating (talpipe only) Smog Rating (talpipe only)

This vehicle emits 453 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and bistributing fuel also create emissions; learn more at fueleconomy gov.

\$1,750



Smartphone QR Code"



fueleconomygov



F-SERIES AMERICA'S BES' SELLING TRUCK

\*\*\*\*

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Overall Vehicle Score

The FordPass" Connect modern is active and sending vehicle data (e.g., diagnostics) to Ford,\*\* See in-veh settings for connectivity options.

\*\*\*

\* \* \* \* \* Not Rated

Front seat Rear seat

of similar size and weight.

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles

Passenger

Driver

Frontal Crash \*Based on 1977–2021 CY total sales.

Star ratings range from 1 to 5 stars (★★★★), with 5 being the highest.

\*\*\*

Based on the risk of injury in a side impact

Crash Side

Rollover

Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

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MARNING: Operating, servicing and mainfaining a passenger vehicle, pickup truck, van, or off-toad webrieke can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth effects or other reproductive harm. To minimize exposure, avoid breathing achaeut, do not file the engine except as necessary, service your vehicle in a well-venifiated are and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Wamings.ca.gov/passenger-vehicle.

2202209190100

NJ122 N RB 2X 265 003997 09 12 22

400 E State Road 59 Edgerton, WI 53534

# **Estimate**

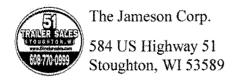
Date	Estimate #
3/1/2023	30

Name / Address		
City of Fort Atkinson	· · ·	

Project

Description	Qty	Cost	Total
2022 Lighting 6'x12' Cargo Trailer	1	5,650.00	5,650.00
Model - LTF612SA			
Vin - 5NHULT219NA130504			
This unit includes the following upgrades:			
-6" Additional Height			
-Rear Ramp Door			
-Rear Stabilizer Jacks			
-(4) Recessed Floor D-Rings			
Standard features may include:			
-All Aluminum Frame with A-Frame Tongue			
-Spring Axle w/EZ Lube Hubs			
-(1) 12V LED Double Dome Light w/Switch			
-Powder-Coated Door Hardware			
-Screwless .030 Aluminum Exterior			
-L.E.D. Lights			
-2' V-Nose (Sloped)			
-15" Radial Tires			
-Tongue Jack			
-3/4" Plywood Floor			
024 Bonded Seamless Aluminum Roof			
-32" Pre-Hung Side Access Door w/ Flushlock			
-16" Aluminum Stoneguard (Sloped) -Roof Vent			
-Root vent -16" O/C Wall Construction			
Sales Tax		5.50%	0.00
Outo 1 un		5.5070	
		Total	\$5,650.00

Customer Signature	
--------------------	--



# **Estimate**

Date	Estimate #
3/1/2023	186

Name / Address	
Fort Atkinson Water Utility	······································
920-397-9916	
armstrong@fortatkinsonwi.gov	

			Project
Description	Qty	Cost	Total
2023 Xpress 6x12 Enclosed Trailer with Ramp VIN#TBD Standard Features: All-Aluminum Construction, Integrated Frame Design Front Style: V-Front, 24" 2"x3" Integrated Frame 24" O/C Floor & Roof Studs 16" O/C Wall Studs Screwless .030 Bonded Sides One Piece Aluminum Roof Axles: 1-3K Idler Leaf Spring Axle w/ 4" Drop (5-6-wide SA) 24" Stoneguard 2" Coupler w/ Safety Chains 2000lb Center Jack w/ Foot (6-wide) 5/8" Water Resistant Decking 3/8" Water Resistant Interior Walls Interior Cove Trim 3" Exterior Trim (1) Dome Light w/ Switch Exterior LED Lighting Plastic Salem Vents Rear Ramp w/ Spring Assist w/ Aluminum Hardware 32"x66" Side Door w/ Paddle Handle & Piano Hinge		500.00	6,500.00T
6" Extra Height Stabilizer Jacks (Pair) Sales Tax	1	150.00 -5.50%	150.00T -393.25
		Total	₹ 7150.09 \$7,543.25•

Customer Signature	
Oustomer Orginature	

# Jeff Armstrong

Jen Amistrong			
From: Sent: To: Subject:	Joe Quaden <joe@tbeec Thursday, March 2, 2023 Jeff Armstrong Trailer Quote</joe@tbeec 	•	
3K Spring Axle, 18" Slant Automotive Undercoating 7/16" OSB WAlls, 3/4" Hig 32" Side Door Options Requested:	" Enclosed Trailer Steel Frame: V-Nose, 24" OC Wall Post, 24" OC	ior, Screwed Exterior, Black	
the following upgrades: Aluminum Frame 24" Slant Nose Front Ston .030 Exterior-Screwless Steel Wheels W/Chrome 2-LED Dome Lights			up from a Quake and will include
\$ 7543.00 W	/eight: 1272 Pounds		
Build time is about 8 wee	ks from time of order.		`
Please contact me with a	ny questions, and we thank you f	or the opportunity to do bu	isiness.
			ago: Armay
			•
Best Regards,			
			•
Joe			· ·

www.TBEEquipment.com

https://www.facebook.com/TbeEquipment



#### **MEMORANDUM**

DATE: March 7, 2023

TO: Fort Atkinson City Council

FROM: Jeff Armstrong, Water Utility Superintendent

RE: Review and possible action on Roof Replacement at Water Utility Department

Office at a cost not to exceed \$47,500

#### **BACKGROUND**

The roof at the Water Department Office located at 37 N. Water Street West is in need of replacement. The current roof is over 20 years old. The cost of a new roof was estimated at \$55,000 and included in the 2023 Capital Improvements Project Budget adopted by the City Council in November 2022.

#### **FINANCIAL ANALYSIS**

The Water Department received proposals from three roofing contractors for this project:

US Roofing, Watertown, WI. \$ 68,423.00
Pioneer Roofing, Johnson Creek, WI. \$ 65,834.00
Great Lakes Roofing, Germantown, WI. \$ 47,500.00

The roof replacement will include a 20 year manufacturer's membrane warranty and a 15 year Great Lakes Roofing Corporation Labor warranty.

#### **RECOMMENDATION**

Staff recommends the City Council approve the proposal from Great Lakes Roofing to replace the roof at the Water Department office located at 37 N. Water Street West for \$47,500.

#### **ATTACHMENT**

Water Department Main Station Roof Proposals



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

Toll Free 800.871.5151
www.greatlakesroofing.net

October 24, 2022

# **Project Name and Location:**

Fort Atkinson Municipal Bldg. 37 N Water St W

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.
- \* 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 roof edge according to approved termination detail.
- \* Furnish and install new retrofit drain inserts and seal according to manufacturer's approved detail.
- \* 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: \$47,500.00

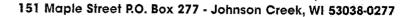
Submitted by: Matthew Wurth

## 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.





PHONE (920) 699-2731 FAX (920) 699-2733

August 10, 2022

Jeff Armstrong City of Fort Atkinson 101 N Main St Fort Atkinson, WI 53538-1896

Phone 920-397-9916 jarmstrong@fortatkinsonwi.gov

RE:

Fort Atkinson Water Department 37 N Water St

Fort Atkinson, WI

Approximately 3,100 Square Feet

#### Dear Jeff:

Thank you for giving us the opportunity to present you with our quotation for the roofing and sheet metal work at the above referenced project, to be completed according to the following conditions and specifications.

- 1) Tear-off existing roofing and insulation down to the structural roof deck.
- 2) Replace areas of unsound structural deck on a Time and Material basis as necessary.
- 3) Install 3" polyisocyanurate insulation board to the deck.
- 4) Fully adhere 60 mil EPDM membrane in accordance with manufacturer's recommendations and specifications.
- 5) Install wood blocking to the top of the parapet wall.
- 6) Install 24-gauge kynar finished steel coping cap to the outside perimeter walls.
- 7) Fifteen-year warranty.

PRICE FOR THE PROPOSED WORK:  $\rightarrow$   $\rightarrow$   $\rightarrow$   $\rightarrow$   $\rightarrow$  \$65.834.00

P.O. Box 520, Watertown, WI 53094 920.261.7023, Fax: 920.261.2283

#### NEORIZORATED

Serving Wisconsin's Commercial and Industrial Roofing Needs Since 1979

2/2/2023

City of Fort Atkinson Water Dept

37 N. Water Street W

Fort Atkinson 53538

US Roofing Inc, Proposes to furnish labor, equipment and materials to install a Versico (by Carlise) .60 mil. Thermoplastic Polyolefin TPO membrane roofing system to the about address as follow

- We will prepare the roof for installation of new roofing system by removing old exiting roof system and dispose of it. (Note: the old roof system has an old BUR roof which may contain asbestos. Testing would be at owners expenses) the presence of asbestos would change the pricing of reroofing.
- 2. We will furnish and install 2 Layers of 2" Iso insulation by mechanically attaching to deck.
- 3. We will furnish and install the Versiweld TPO 60 mil. membrane over the new Iso insulation by mechanically attaching.
- 4. We will run membrane up and over the parapet walls and terminate on the outside of building.
- 5. We will heat weld all seams to insure a watertight seal. We will furnish and install pre-fabricated stacks, boots and accessories that are required for completion of job.
- 6. Provide the Versiweld TPO .60mil mechanically Roof System (white in color). A 20 year warranty is included

THE ABOVE WORK WILL	BE COMPLETED	IN ITS	ENTIRETY
for the sum of	><	\$6	8.423.00



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

# **MEMORANDUM**

DATE: March 7, 2023

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to proposals from consultants for a Traffic

Study for the Banker Road area

#### **BACKGROUND**

A number of upcoming developments with the Banker Rd area necessitate the study of traffic in the area to ensure challenges are anticipated and mitigated ahead of their occurrence. A traffic impact analysis, is the term applied to this study, typically conducted by a firm with expertise in these matters. The area of study is below.



Figure 1: Study Area (extended).

Two firms were engaged to provide a proposal, Graef and TADI. Both have worked with the City previously with good outcomes. The elements of the study were as follows:

- Phase 1 Evaluate the addition of 216+ housing units along with a new proposed east/west road to the area, in particular the Banker Rd / Madison Ave intersection.
   Evaluate the need for a north south road along the high school
- Phase 2 Evaluate the Phase 1 condition with the addition of a middle school in the area, the partial closure of Campus Dr, and the potential extension of Reena Ave to the high school campus
- Phase 3 Evaluate Phase 1 and 2 with a full buildout of the proposed Banker Rd
   Development, with an additional +/- 200 residential units

Rough timing of the construction of buildings currently moving through review by Planning Commission is as follows:

- 36 unit building with underground parking (Quam) Leasing 2<sup>nd</sup> Quarter 2024
- 144+ units across 3 buildings (HDG/Cedarprise) Leasing 4<sup>th</sup> Quarter 2024 / 1<sup>st</sup> Quarter 2025

#### DISCUSSION

Both firms provided a similar scope of work for the study. These studies are somewhat common and there were not any complexities that would lead us to look at various types of in-house expertise on each team. Cost was the main driver, in addition to schedule. Graef provided a proposal at a not to exceed cost of \$20,000, and the TADI proposal was \$38,000. The minor differences in scope between the proposals did not justify the difference in cost.

#### **FINANCIAL ANALYSIS**

Cost for this effort will be paid initially out of the remaining funds borrowed for the purchase of the City's properties along Banker Road. There is approximately \$110,995.05 remaining in this account (01-60-0066-1700). The cost will be shared among the various beneficiaries including the City, SDFA, and the two developers building in the area. The details of those cost sharing allowances will be formalized at a later date.

#### RECOMMENDATION

Staff recommends the Council authorize the City Manager to contract with Graef for a Traffic Impact Analysis at a cost not to exceed \$20,000.

#### **ATTACHMENTS**

Graef Proposal; TADI Proposal

The Avenue 275 W Wisconsin Avenue, Suite 300 Milwaukee, WI 53203 414 / 259 1500 414 / 259 0067 fax www.graef-usa.com



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February 22, 2023

Mr. Andy Selle, PE
Director of Public Works/City Engineer
City of Fort Atkinson
101 N Main Street
Fort Atkinson, WI 53538

SUBJECT: Banker Road Developments

Traffic Impact Analysis Study

Dear Mr. Selle:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and the City of Fort Atkinson, WI (Client).

This proposal is for the Banker Road housing developments and potential middle school relocation (Project). It is our understanding that the nature of the Project is the preparation of a Traffic Impact Analysis (TIA) study for various developments located north of Campus Drive and west of Banker Road. The developments include two 36-unit multi-family housing developments, three 48-unit multi-housing developments, a middle school, and a single-family neighborhood development. Access will be provided on Campus Drive and an extension of the high school circulation driveway on the north side of the developments to Banker Road. A portion of the high school circulation driveway may be converted to a public street to provide additional access.

For this Project, GRAEF proposed to provide the following Basic Services:

#### **Traffic Impact Study**

- 1) The study area will include the following six intersections:
  - a) Madison Avenue (US 12) and Banker Road (Partial-Stop Controlled)
  - b) Madison Avenue (US 12) and Lexington Boulevard (Signalized)
  - c) Banker Road and Campus Drive (Partial-Stop Controlled)
  - d) Lexington Boulevard and Campus Drive (Partial-Stop Controlled)
  - e) Campus Drive and Private High School Driveway (Uncontrolled)
  - f) Banker Road and North Access Point (New Intersection)
- 2) The TIA will analyze the weekday morning and evening peak hours under the existing volumes, and three build out scenarios:
  - a) Phase 1 (Year 2024): Both multi-family housing developments
    - i) With all access on Campus Drive and new north road extension (no access on existing high school driveway)
    - ii) With access on Campus Drive, new north road extension, and existing high school driveway
  - b) Phase 2 (Year 2024): Middle school Development, with west section of Campus Drive vacated and Reena Avenue extension



- c) Full Build (Year 2034): Single Family Developments west and east of Banker Road
- 3) Data Collection: GRAEF to collect intersection turning movement counts for a typical weekday at the following locations
  - a) 13-hour count from 6:00 AM 7:00 PM
    - i) Madison Avenue (US 12) and Banker Road
  - b) Weekday morning (6:00 9:00 AM) and evening (3:00 6:00 PM) peak periods
    - i) Madison Avenue (US 12) and Lexington Boulevard
    - ii) Banker Road and Campus Drive
    - iii) Lexington Boulevard and Campus Drive
  - c) 5-Year Crash History at the Madison Avenue and Banker Road intersection
- 4) Prepare an existing transportation detail for the study area intersections showing the intersection traffic control, geometrics and speed limits.
- 5) Develop the Year 2024 (Phase 1 and Phase 2) and Year 2034 (Full Build) background traffic forecasts for the weekday morning and evening peak hours based on historic WisDOT volumes.
- 6) Complete traffic operational analysis for the study area intersections for the Year 2024 and Year 2034 background traffic to determine the traffic operations without the development traffic. Identify improvements to accommodate the Year 2024 and Year 2034 background traffic conditions.
- Review crash history at the Madison Avenue and Banker Road intersection and provide recommended countermeasures to address any safety concerns. No crash diagrams will be prepared.
- 8) Trip Generation: Identify the volume of traffic expected to be generated by the two initial multi-family housing developments, the middle school, and the single-family development during the weekday morning and evening. Trip generation will be based on trip data published in the ITE Trip Generation 11<sup>th</sup> Edition, and on information provided by the City and developers.
- 9) Develop directional trip distribution for the development based on expected travel patterns and existing historic roadway volumes. The traffic generated by the development will be assigned to the study area intersections.
- 10) The new traffic generated by the multi-family housing developments and middle school will be added to the Year 2024 and Year 2034 background volumes. The new traffic generated by the single-family development will be added to the Year 2034 background traffic. These will be the Total Peak Hour Volumes, accounting for both background traffic and new development trips.



- 11) Complete traffic operational analysis for the study area intersections for the Year 2024 and Year 2034 build traffic to determine the traffic operations with the development traffic.
- 12) Complete a signal warrant analysis in accordance with the MUTCD for the Madison Avenue and Banker Road intersection, based on existing and full build volumes.
- 13) GRAEF will identify improvements to accommodate the Year 2024 and Year 2034 build traffic conditions. Recommended improvements could include improvements already planned for the region as a result of previous studies and discussions with the City.
- 14) A Draft TIA Report summarizing the procedures and findings of the traffic impact study will be prepared and submitted to the City for review. The Final TIA Report will be submitted after City comments have been addressed.
- 15) Attendance up to three project meetings.

#### Additional Services

At your request, GRAEF can provide the following Additional Services for additional compensation:

- Additional traffic analysis scenarios (time periods or intersections)
- Off-Site developments
- Intersection Control Evaluation (ICE) reports
- Roadway and Traffic Signal Design

GRAEF can provide a scope and fee for requested Additional Services.

GRAEF will endeavor to perform the proposed Basic Services based upon the following schedule.

Notice to Proceed March 8, 2023

Data Collection Week of March 13, 2023

Trip Generation & Operations Analysis March/April 2023

Draft Report May 1, 2023

Final Report May 15, 2023

It is our understanding that you will provide the following services, items and/or information:

Updated information regarding full build out development plans and timelines.

You agree to compensate GRAEF for all additional Basic Services noted above on an hourly rate and direct expense basis not to exceed \$20,000. The fee is further broken down as follows:



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Data Collection	\$ 2,500
Trip Generation & Operations Analysis	\$ 9,000
Reports & Meetings	\$ 8,500
Total	\$20,000

To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project.

We look forward to working with you on this exciting project. Please call Alex at (414) 266-9108 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.	Accepted by: City of Fort Atkinson
allylandria Moth	
Alexandria Motl, P.E., PTOE, RSP <sub>1</sub> Traffic Engineer	(Signature)
André Ost	(Name Printed)
Andre Ost, P.E., PTOE Principal	(Title)
	(Date)



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#### **Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on February 22, 2023 (Agreement) by and between Graef-USA Inc. (GRAEF) and the City of Fort Atkinson, WI (Client):

<u>Standard of Care</u>: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

<u>Limitation of Liability</u>: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt** and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this **Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, provided that the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



#### **Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)**

<u>Insurance</u>: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to independent professional associate(s) subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

<u>Pricing Estimates</u>: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

**Dispute Resolution:** GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

<u>No Assignment</u>: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

<u>Severance of Clauses</u>: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

**Integrated Agreement**: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.

#### AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between the **City of Fort Atkinson** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to conduct a Traffic Study/Traffic Impact Analysis (TIA) for the proposed development phasing of multi-family developments, new middle school, single family development and various street extensions and removals with various development phases (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

- 1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
- 2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Invoices for additional work shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
- 3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
- 4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
- 5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
- 6. Not withstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.

- 7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.
- 8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
- 9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.
- 10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.
- 11. Any notice required by this Agreement shall be made in writing to the address specified below:

Client: City of Fort Atkinson Municipal Building 101 N. Main Street

Fort Atkinson, WI 53538

Attn: Mr. Andy Selle, City Engineer

Engineer: Traffic Analysis & Design, Inc. (TADI)

P.O. Box 128

Cedarburg, WI 53012

Attn: Mr. John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of February 15, 2023.

City of Fort Atkinson (Client)	Traffic Analysis & Design, Inc. (Engineer)
Ву:	By: John A. Bieberitz, P.E., PTOE
Title:	. Diesette, F.E., FTOE
Date:	Date: 2/15/23

# **ATTACHMENT A**

# SCOPE OF SERVICES

Traffic Analysis & Design, Inc. (Engineer) will provide the Services described below for a Traffic Study/Traffic Impact Analysis (TIA) for various phases of development north of USH 12 and west of Banker Road in Fort Atkinson. The three (3) phases of development to be analyzed consist of:

- Phase 1: Multi-Family Development of 72 units and 144 units with the Reena Avenue extension north of Doris Drive to the High School with the east side school access road being two-way.
- Phase 2: Phase 1 plus the addition of the Middle School with the removal of Campus Drive from Lexington Boulevard to the high school east access road.
- Phase 3: Phase 1 and 2 plus the full buildout of the Vandewalle Development

Each phase will be analyzed with recommendations of roadway, intersection and traffic control improvements documented for each phase. A report will be provided documenting the data collection, traffic generation, traffic assignments, analysis, and recommendations for each phase with text, tables, exhibits and appendix of all traffic counts and analysis.

#### TASK 1 – DATA COLLECTION

Engineer will collect current peak hour turning movement counts on a typical weekday with school in session from 7 AM to 9 AM and 2:30 PM to 6 PM to capture the school peak arrival and dismissal hours as well as the traditional AM and PM peak commuter rush hours at the following eight study area intersections:

- 1. USH 12 with Reena Avenue
- USH 12 with Lexington Boulevard
- 3. USH 12 with Banker Road counts will be conducted from 7 AM to 7 PM for a signal warrant study
- 4. Reena Avenue with Doris Drive
- 5. Lexington Boulevard with Campus Drive
- 6. Campus Drive with the eastern school ring road
- 7. Campus Drive with Banker Road
- 8. South school ring road with the internal eastern school road

All traffic turning movement counts will include autos, trucks, busses, bikes and pedestrians counted separately in 15-minute intervals. Engineer will compile all the traffic count data and will balance the traffic counts for the weekday AM and PM peak hours.

During the data collection effort, Engineer will document operational issues, safety issues and queuing issues and when they occurred. Engineer will also document intersection and roadway geometrics, posted speed limits, traffic control, and other physical features within the study area.

Engineer will coordinate with WisDOT and the City to obtain the traffic signal timing plans for the USH 12 intersections with Reena Avenue and Lexington Boulevard.

## TASK 2 – TRAFFIC ANALYSIS

# <u>Phase 1: Multi-Family Development (72 units plus 144 units) and Reena Avenue extension</u> north to the High School and the east high school ring road being two-way

## Trip Generation and Distribution

Engineer will estimate the volume of traffic expected to be generated by the proposed multi-family developments (72 units plus 144 units) based on trip generation rate data documented in the *ITE Trip Generation Manual*, 11th Edition. Traffic will be generated for the weekday AM and PM peak hours as well as for the 24-hour weekday time period. The AM and PM peak traffic generated will be distributed to the study area intersections with the eastern school ring road being two-way based on existing traffic patterns in the area.

Engineer will reassign the High School AM and PM peak hour traffic with the Reena Avenue extension to the High School.

The additional traffic to/from the multi-family development and the reassigned High School traffic will be added to the existing traffic to develop the Phase 1 Build Total Traffic for the weekday AM and PM peak hours.

# Traffic Operational Analysis

Engineer will analyze the eight study intersections (previously defined) for the weekday AM and PM peak hours for the following scenarios:

- Existing conditions (to provide a basis of comparison)
- Phase 1 Build Total Traffic Conditions with Reena Avenue extension north to the High School and the east school ring road being two-way with improvements.

Engineer will make recommendations on intersection geometrics, traffic signal modifications, traffic control, intersection turning movements/prohibitions, turn bay length extensions and other improvements (if needed), required to provide LOS 'D' or better for all traffic movements at the study area intersections. Engineer will conduct a queuing analysis for the study area intersections as a basis to determine turn lane storage needs.

# <u>Phase 2: Addition of the Middle School with the removal of Campus Drive from Lexington Boulevard to the school east access road.</u>

# Trip Generation and Distribution

To accurately determine the volume and arrival/departure times of the traffic to/from the Middle School, Engineer will conduct traffic counts at the existing Middle School. More specifically, Engineer will conduct traffic counts at the following locations on a typical weekday from 7 AM to 9 AM and 2:30 PM to 6 PM with school in session:

- High Street traffic counts for parent pick-up/drop-off
- 4<sup>th</sup> Street counts for busses/parent pick-up/drop-off
- 4<sup>th</sup> Street south parking lot driveway
- 4<sup>th</sup> Street north parking lot driveway

Engineer will compile the traffic count data to determine the amount of traffic generated per 15 minutes to/from the existing Middle School. Engineer will then transfer this traffic generated by the Middle School to the new site for the weekday AM and PM peak hours. Engineer will assign the

Middle School traffic to the study area roadways and intersections with Campus Drive removed from Lexington Boulevard to the High School east ring road.

Engineer will reassign the existing traffic on Campus Drive between Lexington Boulevard and the High School east ring road to the other study area roadways for the weekday AM and PM peak hours due to this roadway removal with the Middle School.

Engineer will add the total traffic from Phase 1 plus the relocated traffic on Campus Drive and the Middle School traffic to determine the Phase 2 Build Total Traffic for the weekday AM and PM peak hours.

#### Traffic Operational Analysis

Engineer will analyze the eight study intersections (previously defined) for the weekday AM and PM peak hours for the following scenarios:

- Phase 2 Build Total Traffic Conditions (with removal of Campus Drive between Lexington Boulevard and the High School east ring road) - with no additional improvements above the Phase 1 recommended improvements
- Phase 2 Build Total Traffic Conditions with additional improvements above the Phase 1 recommended improvements, as needed.

Engineer will make recommendations on intersection geometrics, traffic signal modifications, traffic control, intersection turning movements/prohibitions, turn bay length extensions and other improvements (if needed), required to provide LOS 'D' or better for all traffic movements at the study area intersections. Engineer will conduct a queuing analysis for the study area intersections as a basis to determine turn lane storage needs.

Engineer will conduct a traffic signal warrant analysis with the Phase 2 Build Total Traffic Conditions traffic at the USH 12 intersection with Banker Road for the hours of 7 AM to 7 PM. The traffic signal warrant analysis will be conducted utilizing traffic signal warrants outlined in the Manual on Uniform Traffic Control Devices (MUTCD) to determine if traffic signals would be expected to be warranted. If traffic signals are shown to be warranted, it will require coordination with WisDOT as well as a WisDOT ICE analysis and report for WisDOT approval, which is not included in this agreement and will be considered additional work requiring a contract amendment.

# <u>Phase 3: Addition of the full buildout of the Vandewalle Planned development along Banker</u> Road

## Trip Generation and Distribution

Engineer will estimate the volume of traffic expected to be generated by the proposed Vandewalle planned residential development along Banker Road based on trip generation rate data documented in the *ITE Trip Generation Manual*, 11th Edition. Traffic will be generated for the weekday AM and PM peak hours as well as for the 24-hour weekday time period. The AM and PM peak traffic generated will be distributed to the study area intersections based on existing traffic patterns in the area.

The additional traffic to/from the residential development will be added to the Phase 2 Build Total Traffic to develop the Phase 3 Build Total Traffic for the weekday AM and PM peak hours.

#### Traffic Operational Analysis

Engineer will analyze the eight study intersections (previously defined) for the weekday AM and PM peak hours for the following scenarios:

- Phase 3 Build Total Traffic Conditions (with Phase 1 and Phase 2 Build Total Traffic Conditions)
   with no additional improvements above the Phase 2 recommended improvements
- Phase 3 Build Total Traffic Conditions with additional improvements above the Phase 2 recommended improvements, as needed.

Engineer will make recommendations on intersection geometrics, traffic signal modifications, traffic control, intersection turning movements/prohibitions, turn bay length extensions and other improvements (if needed), required to provide LOS 'D' or better for all traffic movements at the study area intersections. Engineer will conduct a queuing analysis for the study area intersections as a basis to determine turn lane storage needs.

Engineer will conduct a traffic signal warrant analysis with the Phase 3 Build Total Traffic Conditions traffic at the USH 12 intersection with Banker Road for the hours of 7 AM to 7 PM. The traffic signal warrant analysis will be conducted utilizing traffic signal warrants outlined in the Manual on Uniform Traffic Control Devices (MUTCD) to determine if traffic signals would be expected to be warranted. If traffic signals are shown to be warranted, it will require coordination with WisDOT as well as a WisDOT ICE analysis and report for WisDOT approval, which is not included in this agreement and will be considered additional work requiring a contract amendment.

### **TASK 4 - REPORT**

A "draft" Traffic Impact Study report documenting the findings of the analysis will be prepared by the Engineer and submitted to the Client/City for review and comments. The report will include text, tables and exhibits for each phase of development. The Client shall provide comments to the Engineer so the Engineer can finalize the report and submit a final electronic pdf copy to the Client/City. No paper copies of the report will be provided.

#### **TASK 5 - MEETINGS**

No meetings are included as part of this Scope of Services. If a meeting or meetings requiring attendance by the Engineer are requested by the Client, it will be considered as additional services requiring a supplemental agreement.

# **SCHEDULE**

Engineer will submit a draft report to the Client within four to five weeks (due to winter data collection and school schedules) of receiving a signed agreement. Engineer will finalize the report within two days after receiving Client comments on the draft report. Engineer will submit the final TIA in PDF format to the Client.

Should Client identify a need to expedite this schedule, every effort will be made to meet the Client's needs.

# **COMPENSATION**

For the services described in Tasks 1-5, Client shall pay Engineer based on billing rates as shown below to a fee not to exceed Thirty-Eight Thousand Five Hundred Thirty Dollars and forty cents (\$38,530.40).

# **TADI 2023 Billing Rates:**

• Project Manager/Principal Engineer: \$180.90 per hour

• Senior Traffic Engineer: \$167.40 per hour

Junior Traffic Engineer: \$98.55 per hour

• Traffic Technician: \$54.00 per hour

Expenses (mileage) billed at cost at \$0.655 per hour.

All services not cited in Attachment A, Scope of Services, will be conducted as additional services.

# Fort Atkinson - Banker Road/Campus Drive/Lexington Traffic Study

TASK	PM	Sr Eng	Jr. Eng	Tech	TOTAL	Expenses	FEE	
	\$ 180.90	\$ 167.40	\$ 98.55	\$ 54.00			1	
Traffic Data Collection and Base Maps- TIA PHASE	_				_			
Project Management and Administration	4				4	***	\$ 723.60	
Traffic Count: USH 12 with Reena Ave - 7-9 AM, 2:30-6 PM			1	12	13	\$197	\$ 943.55	
Traffic Count: USH 12 with Lexington Blvd - 7-9 AM, 2:30-6 PM			1	12	13	\$197	\$ 943.55	
Traffic Count: USH 12 with Banker Road - 7 AM to 7 PM - 12 hour count for warrants			2	18	20	\$197	\$ 1,366.10	
Traffic Count: Reena Ave/Doris Drive - 7-9 AM, 2:30-6 PM			1	12	13	\$197	\$ 943.55	
Traffic Count: Lexington Blvd with Campus Drive - 7-9 AM, 2:30-6 PM			1	12	13	\$197	\$ 943.55	
Traffic Count: Campus Drive with School Ring Road - 7-9 AM, 2:30-6 PM			1	12	13	\$197	\$ 943.55	
Traffic Count: Campus Drive with Banker Road - 7-9 AM, 2:30-6 PM			1	12	13	\$197	\$ 943.55	
Traffic Count: South School Ring Road with Internal Eastern School Road- 7-9 AM, 2:30-6 P	M		1	12	13	\$197	\$ 943.55	
Compile Traffic count data - determine peak hours, prepare base maps			8		8		\$ 788.40	
Coord with WisDOT/City for signal timings plans at Reena and Lexington and compile data		3			3		\$ 502.20	
								\$ 9,985.15
Traffic Analysis - Phase 1 Analysis - Multi-Family Dev (72 units plus 144 units)					_		• ••••	
Trip Generation - Multi-Family Dev - 72 unit development and 144 unit development		2			2		\$ 334.80	
Trip Distribution		1			1		\$ 167.40	
Traffic Reassignment with Reena Drive extension to the school - occurs with this phase		4			4		\$ 669.60	
Traffic Assignment: Modify east ring road to two-way		2			2		\$ 334.80	
Build Traffic - Year 2019		4			4		\$ 669.60	
Traffic Operational Analysis - Existing Conditions - 8 int - AM, PM		8			8		\$ 1,339.20	
Traffic Operational Analysis - Build Conditions with Reents Extension - 8 int - AM, PM with in		8			8		\$ 1,339.20	
Recommendations for Phase 1	1	2			3		\$ 515.70	
Traffic Analysis - Phase 2 - Addition of Middle School					_		•	\$ 5,370.30
Trip Generation of Existing Middle School (conduct counts at existing middle school)					0		\$ -	
High Street Counts for parent pick-up/drop-off - 7-9 AM, 2:30-6 PM (2 staff)			2	24	26	\$394	\$ 1,887.10	
4th Street Counts for busses/parent pick-up/drop-off - 7-9 AM, 2:30-6 PM			1	12	13	\$197	\$ 943.55	
4th Street parking lot south driveway count - 7-9 AM, 2:30-6 PM			1	12	13	\$197	\$ 943.55	
4th Street parking lot north driveway count - 7-9 AM, 2:30-6 PM			1	12	13	\$197	\$ 943.55	
Relocate Middle School traffic to new site and assign traffic to street system - AM & PM pea	KS	4			4		\$ 669.60	
Relocate/Reassign Campus Drive traffic due to street removal		4			4		\$ 669.60	
Total Traffic - with new Middle School and Campus Drive removal		4			4		\$ 669.60	
Traffic Operational Analysis - with new Middle School without additional improvements - AM &	& PM peaks	8			8		\$ 1,339.20	
Traffic Operational Analysis - with additional improvements		8			8		\$ 1,339.20	
Traffic Signal Warrant Analysis - USH 12 with Banker Road - with new Middle School		10	4		14		\$ 2,068.20	
Recommendations	1	2			3		\$ 515.70	
Traffic Analysis - Phase 3 - Addition of Vandewalle Development on Banker Road		•			•		Ф 204.00	\$ 11,988.85
Trip Generation of full buildout of Vandewalle residential development area		2			2		\$ 334.80	
Traffic Assignment of Vandewalle Residential Development		3			3		\$ 502.20	
Total Traffic - Phase 1 + Phase 2 + Phase 3	0:	4			4		\$ 669.60	
Traffic Operational Analysis - Phases 1+2+3, with no additional improvements above Phase	2 improveme				8		\$ 1,339.20	
Traffic Operational Analysis - with additional improvements for Phase 3- AM and PM		8	0		8 8		\$ 1,339.20 \$ 1,201.50	
Traffic Signal Warrant Analysis - USH 12 with Banker Road - with Phase 3	4	6 2	2		8 3		+ .,	
Recommendations	1	2			3		\$ 515.70	Ф F 000 00
Papart & Mastings								\$ 5,902.20
Report & Meetings Draft and Final Report	4	16	12		32		\$ 4,584.60	
·	4	3	2		32 5		\$ 4,584.60	\$ 5,283.90
TIA Revisions - addressing comments		3	2		э		ψ 099.30	ψ 0,203.9U
Total Hours	11	126	42	162	341	\$2,561	\$ 38,530.40	\$ 38,530.40
Labor				\$ 8,748.00		Ψ2,301	Ψ 50,550.40	Ψ 50,550.40
Expenses (mileage)	ψ 1,505.50	Ψ 21,002.40	Ψ 7,100.10	Ψ 0,7 70.00	\$2,561			
Expenses (mileage)					Ψ2,301			
TOTAL					\$ 38,530.40			
IVIAL					ψ 30,330.40			



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

#### **MEMORANDUM**

DATE: March 7, 2023

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to a Certified Survey Map RTLE Properties

LLC., for the property located at 1531 and 1533 S. Main St.

#### **BACKGROUND**

The proposed CSM will break the lot into 3 additional lots from the parent parcel. Two of the lots will be used to construct a twin house using the zero-lot line zoning mechanism. The third lot along Riggert Rd may be platted as a condominium allowing the development of multiple units on the parcel.

#### DISCUSSION

The Zoning is DR-8 - Duplex Residential which allows for the planned uses noted above. City utilities are present at the north edge of the lot on Riggert Rd and to the intersection at Radloff in S Main St. The applicant is aware of the need to construct additional utility stubs to serve the parcels.

There are minor elements of the Preliminary Map that should be added to be in concert with the City's Land Development and Division Code. Noted below, these are minor and can be added prior to signature by the City Clerk, but should be noted as a requirement in this approval.

- Property setback lines for the DR-8 zoning
- Easements for existing utilities serving the parent parcel
- Location of existing City sewer/water in Riggert and S Main St
- Location of existing sewer and water laterals serving the existing home
- An inset map showing the location of the parcel relative to the City of Fort Atkinson
- Property corners found and set

#### **FINANCIAL ANALYSIS**

There is no financial impact to the City.

#### RECOMMENDATION

The Plan Commission recommended approval of the Certified Survey Map with the above noted additions on the Final CSM. Staff recommends the City Council approve this Certified

Survey Map with condition that the additions noted above are added to the Final CSM prior to City signature.

# **ATTACHMENTS**

February 28, 2023 Memo to the Plan Commission; Preliminary CSM Application



# CERTIFIED SURVEY MAP (EXTRA-TERRITORIAL) REPORT TO THE PLAN COMMISSION

**DATE:** February 28, 2023 FILE NUMBER: CSM-2023-04

**PROPERTY ADDRESS:** 1531, 1533 S. Main **EXISTING ZONING:** DR-8 - Duplex Residential

St.

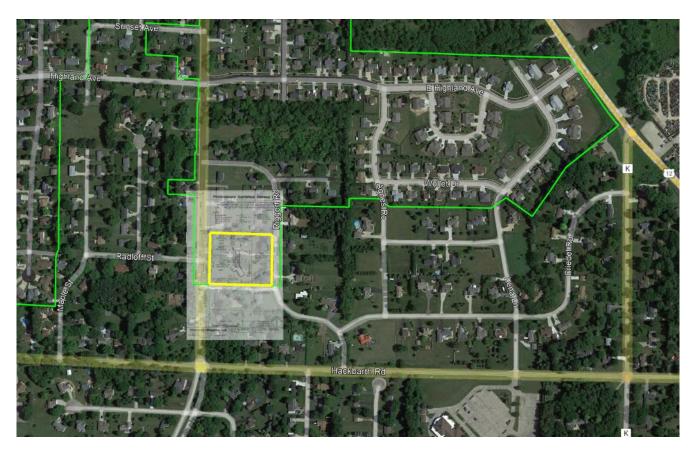
PARCEL NUMBER: 226 0514 1033 016 PROPOSED ZONING: N/A

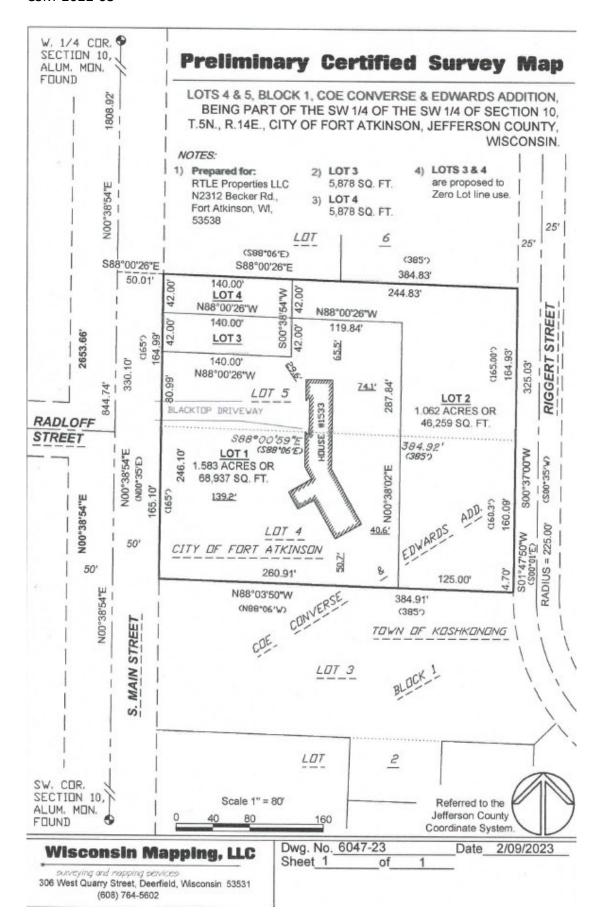
**OWNER:** RTLE Properties **EXISTING LAND USE:** Residential / Vacant

APPLICANT: Ryan and Tara Foust REQUESTED USES: N/A

#### **REQUEST OVERVIEW:**

The proposed CSM will break the lot into 3 additional lots from the parent parcel. Two of the lots will be used to construct a twin house using the zero-lot line zoning mechanism. The third lot along Riggert Rd may be platted as a condominium allowing the development of multiple units on the parcel.





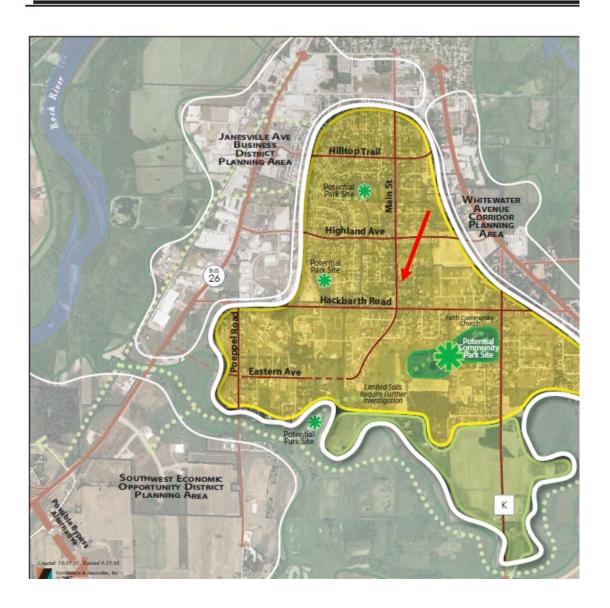
#### **PUBLIC NOTICE:**

Public Notice is not required.

# **COMPREHENSIVE LAND USE PLAN (2019):**

The subject parcel lies within the South Neighborhood Planning Area. A possible park site is noted on the larger parent parcel, otherwise the corridor is noted to be residential. A multi-use path is planned for the S Main St corridor. In summary, this split is in concert with the comprehensive plan.

# SOUTH NEIGHBORHOOD PLANNING AREA



Certified Survey Map July 26, 2022 CSM-2022-03

# OFFICIAL MAP (2022):

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

#### **DISCUSSION:**

The Zoning is DR-8 - Duplex Residential which allows for the planned uses noted above. City utilities are present at the north edge of the lot on Riggert Rd and to the intersection at Radloff in S Main St. The applicant is aware of the need to construct additional utility stubs to serve the parcels.

There are minor elements of the Preliminary Map that should be added to be in concert with the City's Land Development and Division Code. Noted below, these are minor and can be added prior to signature by the City Clerk, but should be noted as a requirement in this approval.

- Property setback lines for the DR-8 zoning
- Easements for existing utilities serving the parent parcel
- Location of existing City sewer/water in Riggert and S Main St
- Location of existing sewer and water laterals serving the existing home
- An inset map showing the location of the parcel relative to the City of Fort Atkinson
- Property corners found and set

#### **RECOMMENDATION:**

Staff recommends that the Plan Commission recommend the City Council approve this preliminary Certified Survey Map with the condition that elements noted above are added to the Final Map prior to signature.

#### **ATTACHMENTS:**

**Preliminary CSM Application** 



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

# City of Fort Atkinson Certified Survey Map Application

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

APPLICANT Name, company, and client (if applicable): RTLP. PROPERTIES, LCC
RYAN FOUST, TARA FOUST
Phone number: 608-209-805 Email: RYAN, FOUSTING COMADC. C
OWNER Name, company, and client (if applicable): RTLF PROPERTIES, LLC RYPN FOUNT, TARA FOUNT
Phone number: 600 - 709 - 8645 Email:
Postal address for proposed CSM: 1531 3 1533 S. MAIN ST.
Parcel Identification Numbers Involved: 22.6 - 0514 - 1033 - 016
Brief description of proposed division or combination and purpose: CREATE
I Application Packet Requirements
The Applicant shall submit one electronic copy of the application.
<ul> <li>☑ A map of the subject property to scale depicting:</li> <li>☑ All lands and boundaries for the parcel(s)</li> </ul>
Current zoning of the subject property and its environs, and the jurisdiction(s) whichmaintains that control.
All lot dimensions of the subject property.
✓ A graphic scale and a north arrow.
☐ Legal Description
All easements, setbacks or land restrictions on the parcel(s)



(Signature of Applicant)

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

II Process Checklist	
☐ Application fee of \$100 plus \$10 per additional lot received by City Treasurer	Date:
(Maximum \$500)	Date:
☐ Receipt of complete application packet by Zoning Administrator	Date:
☐ City Staff Review	Date:
Plan Commission Public Hearing, review and recommendation	Date:
☐ City Council review and action	
Dated this 10 day of FEBRUARY, 2023	
Respectfully submitted,	
11 4	



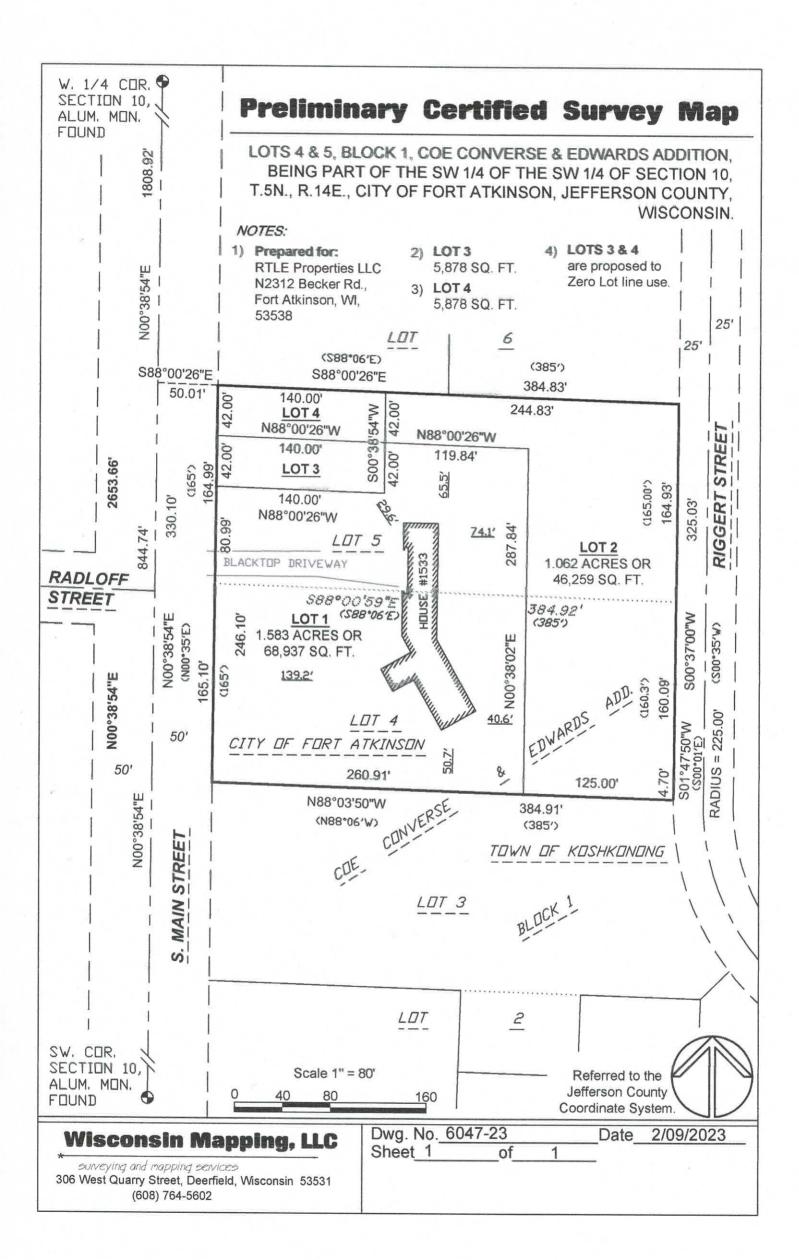
City of Fort Atkinson City Manager's Office 101 N. Main Street Fort Atkinson, WI 53538

# CITY OF FORT ATKINSON COST RECOVERY AGREEMENT

The City of Fort Atkinson may retain the services of **professional consultants** (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and/or other experts) to assist in the City's review of a development proposal that may be scheduled for review and action by the Plan Commission and/or City Council. The submittal of a development proposal or land use application by an Applicant shall be construed as an **agreement to pay for such professional services** applicable to the proposal or application. The City may apply reasonable charges for these services to the Applicant through invoices. The City may delay acceptance of the proposal or application as complete, or may delay final approval of the proposal, until the Applicant pays such fees. In the event invoices become delinquent, finance charges will accrue at 1% per month, 30 days after the due date. Review fees invoiced to the Applicant, which are not paid in a timely manner, may be assigned by the City as a special assessment to the subject property. The Applicant hereby waives any notice and hearing requirements provided in Wis. Stats. § 66.0701 or any additions or amendments to this section. The City will provide notice to the applicant of the need to hire a professional consultant.

The Applicant is required to provide the City with an executed copy of this Cost Recovery Agreement as part of the land use application process. Applications are not considered complete and will not be considered by the Plan Commission without this executed Agreement.

Applicant Name: RTLF PROPERTIES	Project Name: SAND STONE
Project Address: 1531 \$ 1533 5. MOTH	Parcel Number: 226.0514 - 1033 - 016
Dated this 10 TH day of FFROM 2023.	
Agreement signed and entered into by:	The City of Fort Atkinson
	Citable
	City Manager
Property Owner Information:	Applicant Information (if different):
Owner Name: RTLF, PROPERTIES  RYAN FOUNT	Applicant Name:
Owner Signature:	Applicant Signature:
Address: NZ312 BROKER RD. FT. ATK.	Address:
Phone Number: (000, -209 - 3645	Phone Number:
Email Address: REAN FRATTING & COMPANY COM	Fmail Address:





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

#### **MEMORANDUM**

DATE: March 7, 2023

TO: Fort Atkinson City Council

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

Paul Christensen, Wastewater Superintendent

**Kevin Berg, Donohue & Associates** 

RE: Review and Possible Action Related to Wastewater Utility – Phase II

Improvements Project Change Order 9 Influent Wet Well Concrete

**Rehabilitation Project Update** 

#### **BACKGROUND**

The Phase II Improvements project at the Wastewater Utility includes new process systems, and the replacement and rehabilitation of many of the existing plant processes. Work began March 2021 and is expected to finish November 2023. As work progresses there are change orders required for many reasons including corrections, improvements, changed conditions, and suppliers going bankrupt among others. Some changes are large and addressed immediately with a Change Order, and some are small and accumulated until combined with others to make a Change Order. City staff have committed to keeping Council apprised of progress on this very long project among both the work being completed and the financial implications.

#### **DISCUSSION**

Change Order 9 is related to the rehabilitation of the concrete walls and floors in the influent wet well area. The wet well was constructed in 1972-1973. The concrete condition was worse than anticipated and beyond the scope of the contract. The work was completed on a time and material basis.

Attached is a memo from Project Engineer Kevin Berg of Donohue. It details the costs of the work and time required by the contractors to restore the surface to a usable finish to allow the protective coatings to be applied.

#### **FINANCIAL ANALYSIS**

The cost of Change Order 9 is \$54,682. The beginning balance of the project contingency was \$669,250. Including this Change Order, the project contingency total amount utilized is \$398,321 or about 60% of the beginning balance.

The remaining contingency balance would be \$270,929. Additional detail is provided in the attached memo.

#### **RECOMMENDATION**

Staff recommends the approval of Change Order 9 to cover the cost of the additional concrete rehabilitation and associated expenses for the cost of \$54,682.

# **ATTACHMENTS**

Donohue Memo Staab Change Order Proposal



# Memorandum

Date: February 22, 2023

**To:** Paul Christensen

**Copy:** Andy Selle, Erin Sweeney – Fort Atkinson

Nathan Cassity - Donohue

From: Kevin Berg, PE

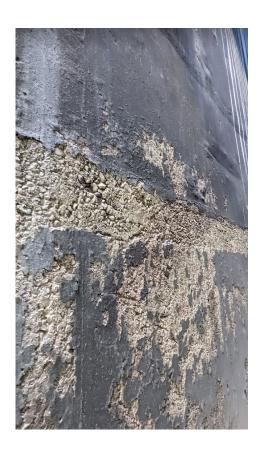
Re: Change Order 009 – Wet Well Concrete Rehabilitation

Ft Atkinson WWTP - Phase 2 Improvements Construction

#### **Summary**

This change order compensates the Contractor additional scope required to rehabilitate concrete in the influent wet well. The existing concrete surface was found to be worse condition than anticipated, requiring additional time and material related to removal of unsound surfaces and build-back of those areas, prior to application of the specified coating system. Examples of the existing condition are shown below.

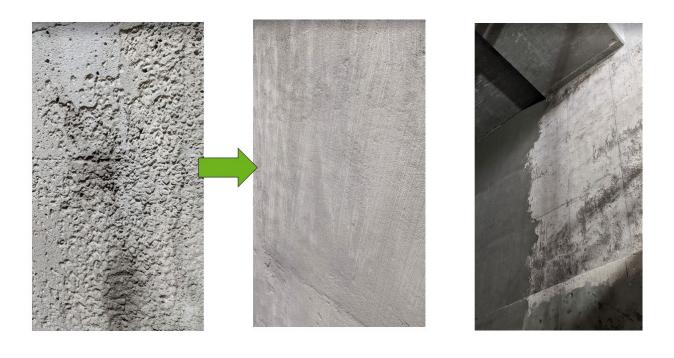






An example of the existing condition after abrasive blasting and cleaning is shown below.

Examples of the build back process are shown below. The existing condition following blasting is on the left, the finished product is in the middle, and an example of finished build-back adjacent to an unfinished area appears at right.



#### **Cost Implications**

The work was completed on a time and material basis – with credit given for the base bid work and costs tracked for the work performed. The net value of these is the value of this change order. City, Donohue, and the general contractor's staff were present throughout the Work and have agreed on the time recorded.

The general contractor incurred additional costs associated with the work, in addition to the coating contractor's work. The general contractor included costs associated with crane time, GC labor to assist with removal and build-back, and one additional week of bypass pumping equipment rental time. This time is justified as the additional work in the wet well was on the critical path of construction, delaying other work resulting in the additional equipment rental period.

The items included in this change order result in a net cost increase of \$54,682. Refer to the attached change order for the specific values. Generally the change order is made up of the following individual components:

Credited Work from Base Bid	DEDUCT	(\$8,139)
Additional Coating Contractor Time and Material	ADD	\$45,608
Additional General Contractor Time and Materials	ADD	\$6,547
Added Bypass Rental Time	ADD	\$7,955
Subtotal	ADD	\$51,971
Markup/Bonds/Insurance	ADD	\$2,711
Grand Total	ADD	\$54,682

The beginning balance of the project contingency was \$669,250. As of February 2023, the project has enacted formal changes totaling \$343,639, or about 51% of the project contingency.

Inclusion of this proposed change order along with already approved changes results in a net addition to the project of \$398,321 or about 60% of the original contingency.

The remaining value of the contingency is about \$270,929.

#### **Schedule Implications**

These changes delayed the work in the wet well area approximately 1 week, which was reflected in the change order pricing. This change order has no effect on the overall project contract dates.

#### Recommendation

Donohue recommends the City authorize these this change as presented.

Page 3



3311 WEEDEN CREEK ROAD

## **Staab PM Change Order Estimate**

**KEVIN BERG** File: 4611- CO **DONOHUE & ASSOCIATES INC** Date: 11/02/2022

> 4611- FORT ATKINSON WWTF Project:

SHEBOYGAN, WI 53081 REVISED Extra work to blast and repair Str10 upper concrete

Phase	Description	Comments	Qty	UM	Material	Indirect	Rent	Hours	Rate	Labor	Sub	Equip	Totals
24110	Concrete Demo (Hand)		0	CF				21	119	2,499			2,499
99100	Painting	SCC Material Handling	7	LS			1,668	6	119	714	45,608		47,990
99100-001-	PAINTING	Blast Credit	1	LS							(8,139)		(8,139)
400593-010-	Str 10 - Bypass Rental/Install		0		7,955								7,955
400593-015-	Str 10 - Operation/Maintenance		2	WKS				14	119	1,666			1,666
	Total Cost				7,955		1,668	41		4,879	37,469		51,971
	Percent Margin				0.00%		15.00%				5.00%		
	Margin						250				1,873		2,124
	Contract Price Sub-Total				7,955		1,918			4,879	39,342		54,095
12200	BONDS												587
	Contract Price Total												54,682

#### Clarifications / Exceptions:

Cost for extra work to blast and repair Str 010 upper concrete.

NOTE: T & M Sheets Attached

Project Manager: April Anderson

LAH

leon.haffenbredl@staabco.com

The contract completion date to be increased

Price subject to change after 30 days.

PCO:

PCO Item #:

TBD

calendar days.

LEON HAFFENBREDL

p. 715-387-8429201 f. 715-384-4846



JOB:	4611	Ft	Atks	insor
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Describe Work: Lemo concrete for surface repair (500 10)												9-20-22 Date			
Job Conditions (weather, etc	ar Sum	74											File No.	- Annual Constitution	
Reason: Omission from Plans & Specs Change in Design Owner's Request Type: Unit Price: Quantity Other - Describe Different Site Conditions Lump Sum										Plan Sheet Notity Installed =  ☐ Time & Mtl (Cost Plus)	ı(s).				
EQUIPMENT	HOURS		CHARGE ATE / HR*		\$	LABO	OR / NAME	HOURS		IARGE RATE		\$	MATERIALS / SUBCONTRACT		\$
Excavator 350		\$	233.00	\$	_	Project Mgr			\$	137.00	\$	-		\$	
Loader		\$	144.00	\$	-	Supervisor			\$	131.00	\$	_		\$	
Dozer 700		\$	218.00	\$	-	Field Crew	Josh	6/2	\$	119.00	\$	-		\$	
Tractor Backhoe (TBL)		\$	90.00	\$	-	Field Crew			\$	119.00	\$	-		\$	
Compactor - Bomag		\$	106.00	\$	-	Field Crew			\$	119.00	\$	_	markup materials - 15%	\$	
Crane - CK850		\$	278.00	\$	100									\$	_
Skidsteer		\$	70.00	\$	30	Yard			\$	65.00	\$	-		\$	
Truck Crane (mileage)		\$	2.50	\$	-	Fab Shop			\$	105.00	\$	-		\$	
Truck Crane (rental)		\$	110.00	\$	-									\$	
*click here for external re	ntal rates												markup subcontract - 5%	\$	_
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JOB:	4611	I Ft A	tks	inson
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Describe Work: demo	Conure	te for	sirfac	<u>u (</u>	repair (	STR 1	0)		······································			9-21-27 Date		
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Reason: Omission from Other - Describ		S	☐ Char	-	Design Site Conditions	☐ Owner's Reque	st	Туре:		Jnit Price: .ump Sum		Plan Sheet No tity Installed =  Time & Mtl (Cost Plus)	o(s).	
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Loader		\$ 144.00	\$	-	Supervisor			\$	131.00	\$	-		\$	
Dozer 700		\$ 218.00	\$	-	Field Crew	Josh	9	\$	119.00	\$	-		\$	~
Tractor Backhoe (TBL)		\$ 90.00	\$	-	Field Crew			\$	119.00	\$	-		\$	-
Compactor - Bomag		\$ 106.00	\$	-	Field Crew			\$	119.00	\$	~	markup materials - 15%	\$	
Crane - CK850		\$ 278.00	\$	-									\$	-
Skidsteer		\$ 70.00	\$	<b>1</b> 23	Yard			\$	65.00	\$	-		\$	_
Truck Crane (mileage)		\$ 2.50	\$	-	Fab Shop			\$	105.00	\$	-		\$	
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JOB: 4611 Ft Atksinson

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100 N 72 <sup>nd</sup> Avenue Wausau, N	Wisconsin 54401
November 17, 2022	
RFC #: 13 CREDIT FOR BLAST Date: 10-17- 2022 Project: Ft Atkinson WWTP	
Request Description: Credit for upper blast of wet	well ST 10
1. Blast coating from wall	
SCE is providing a credit for blast of upper wall. concrete and do bug hole repair.	The new requirement is to remove bad
• Blast credit (\$8,139.00)	
The above work is subject to the same conditions unless otherwise stipulated. Please respond to this	as specified in the original contract is request within 5 working days.
Upon approval the sum of \$8,139.00 will be deduc	cted to the Contract price.
Total contract This request Pending requests	\$284,443.00 (\$8,139.00) \$13,803.92
Total Contract plus pending RFC's	\$290,107.92
Requested by: Javier Sanchez	
Approved by:Please sign and return by email to: <u>Javier@sanche</u>	Date: ezce.com. Thank You.

# SCE anchez Coating & Environmental Inc.

100 N 72<sup>nd</sup> Avenue Wausau, Wisconsin 54401

January 16, 2023	
RFC #: 18 Date: 1-20-2023 Project: Ft Atkinson WWTP	
Request Description: Blast lower area where back	d concrete was chiseled.
Kyle Blast hours 3.5 x 125	\$437.5
Media \$105.00 Fuel	\$105.00 \$87.00
Dr2300 5 kits at \$125	\$625.00
Labor for Dr2300 7 x \$125 Includes 2-3 lifts`over blasted areas, smooth Staal	\$875.00 b patches, fixing lower concrete holes,
Labor \$1,312.5 Material \$817.00	
Total \$2,129.5	
The above work is subject to the same conditions unless otherwise stipulated. Please respond to the	as specified in the original contract is request within 5 working days.
Upon approval the sum of \$2,129.5 will be added	from the Contract price.
Total contract This request Pending requests Credit for blast Total Contract plus pending RFC's Requested by: Javier Sanchez	\$284,443.00 \$2,129.5 \$71,683.42 (\$8139.00) <u>\$350,116.00</u>
Approved by: Please sign and return by email to: <u>Javier@sanche</u>	Date:
i lease sign and return by email to. Javier@sanche	ezce,com. Thank You.

We are your source for painting, lead testing & abatement, pressure washing and abrasive blasting 24/7 state wide.

# CE anchez Coating & Environmental Inc.

November 17, 2022

RFC #: 14

Date: 10-17-2022

Project: Ft Atkinson WWTP

Request Description: T&M for blast and wall repair week of November 6, 2022 Blast coating from wall, remove bad concrete, apply DR 2300. Section 1

#### Equipment

High pressure compressor rental Lincoln Contractor Supply \$2110.00

• Equipment blast pot, scaffold, tools \$1,285.00

#### Media

• 2 pallets for entire job \$2373.00

Fuel - Monday for blast \$147.98 and return \$113.68 \$261.66

Mob 6 hours – move compressors / truck fuel \$750.00

Duraplate 2300 18 kits at \$125 \$2250.00

Labor Rate \$125.00 x 166.75 \$20843.75

Monday 16 Tuesday 34 Wednesday 34 Thursday 31

Friday 21.75

Javier Sanchez 30 hours for week

Travel Rate \$40 hour \$420.00 Per diem \$20 \$140.00

Hotel expense 3 guys \$886.57

Sundries \$39.81

Total for week \$31,359.79

We are your source for painting, lead testing & abatement, pressure washing and abrasive blasting 24/7 state wide.

Sanchezce.com

# SCE anchez Coating & Environmental Inc.

100 N 72<sup>nd</sup> Avenue Wausau, Wisconsin 54401

Request Description: T&M for blast and wall repair week of December 4, 2022 Finish install of Dr2300, stone walls, clean media. Section 2

Labor Rate \$125.00 x 100.5 hours

\$12,562.25

Tuesday

35.5

Wednesday

27

Thursday

28

Javier

10 hours

Travel Rate \$40 hour 7 hours

\$420.00

Per diem \$20

\$160.00

Hotel

\$727.76

Total for week

\$13,870.00

Request Description: T&M for blast and wall repair week of December 4, 2022 Finish install of Dr2300, stone walls, clean media. Section 3

Labor Rate \$125.00 x 67 hours

\$8,375.00

Monday 21 Tuesday 15 Wednesday 21

Javier 10 hours

Travel Rate \$40 hour 7 hours

\$420.00

Per diem \$20

\$120.00

Hotel

\$707.21

Total per week

\$9622.21

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated. Please respond to this request within 5 working days.

Upon approval the sum of \$54,852.00 will be added from the Contract price.

We are your source for painting, lead testing & abatement, pressure washing and abrasive blasting 24/7 state wide.

# SCE anchez Coating & Environmental Inc.

## 100 N 72<sup>nd</sup> Avenue Wausau, Wisconsin 54401

Total contract	\$284,443.00
This request	\$54,852.00
Pending requests	\$13,803.92
Credit for blast	(\$8139.00)
Total Contract plus pending RFC's	\$344,959.92
Requested by: Javier Sanchez	
Approved by:	Date:
Please sign and return by email to: Javier@sanch	ezce com Thank You

# GARNET ABRASIVE & WATER FILTRATION, INC.

**PO BOX 507** 

MILWAUKEE, WI. 53201

Phone #

Fax#

E-mail

(414)342-0682

(414)342-6063

garnetdave@sbcglobal.net

Invoice

Invoice #	
00/102	

Date 10/18/2022

Bill To		
SANCHEZ COATI 100 N. 72ND AVE WAUSAU, WI 5440	}	

Customer ID:

SANC-COAT

P.O. No.		Terms	Due Date	Ship Via
	BELOW	Net 30	11/17/2022	PREPAID
Quantity Description			Rate	Amount
****JOB: FORT ATKINSON WASTE WATER 240/50# BAGS MEDIUM BLACK BEAUTY PREPAID FREIGHT THANK YOU!			8.00 357.00	1,920.00T 357.00
		Subtotal		\$2,277.00
	Thank You for your business!	Sales Tax (5.0%	)	\$96.00
Total			\$2,373.00	



Questions? Please Call: 800-242-1255

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT TO:

Lincoln Contractors Supply PO Box 270168 Milwaukee, WI 53227

Cust#

STATEMENT	STAT	ΓEN	E٨	IT
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Statement Date 12/31/22 12441

Statement Date 12/31/22 12441

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SANCHEZ COATING & ENVIR LLC T

0 100 N 72 AVE WAUSAU WI 54401

SANCHEZ COATING & ENVIF 100 N 72 AVE WAUSAU WI 54401

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DOCUMENT DATE	DOCUMENT#	DOCUMENT T	YPE / DUE DATE	DOCUMENT AMOUNT	A/R BALANCE	DOCUMENT#	DOCUMENT AMOUNT
11/29/22 12/02/22 12/03/22 12/05/22 12/19/22 12/30/22 12/31/22	R04620 R04777 S70000 R04871 S70282 I29698 FC1222	CR MEMO INVOICE INVOICE INVOICE PAYMENT	E 12/29/22 D 01/01/23 E 01/02/23 E 01/04/23 E 01/18/23 D 01/29/23 D 01/30/23	305.95- 1251.05 908.36 1053.83 5323.24-	3361.05 4269.41 5323.24 0.00	S70000 R04871 S70282 I29698	2415.95 305.95- 1251.05 908.36 1053.83 5323.24- 31.65
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CURRENT 160.36	31-	60	61-90	OVER 90 128.71-	31.65	PLEASE PAY	31.65

Kwik Trip 1680 Janesville Ave

> Ft Atkinson WI 53538 (920)563-4100

Store #: 1506 Ticket: 1124981 Date: 11/7/2022 Time: 5:07:05 PM

D2 Pump Number : 20 Gallons 28.447 Price/Gal \$5.199 Total Fuel \$147.90

Total Sale \$147.90 Visa \$147.90

All Taxes Included In Fuel Price.

TID: RA1094001506706 Appr: 00348G

Mbbi: 6624

Visa

XXXXXXXXXXXXX7592 Contactless

Capture

USD\$ 147.90 CAPITAL ONE VISA Mode: Issuer

AID: A000000031010

TVR: 0000000000 IAD: XXXXXXXXXXXXXXX

TSI: 0000 ARC: 00 ARQC:

ACF667EAD0B0EF0F

11/07/2022 17:03:43

I agree to pay the Above Total Amount according to Card Issuer Agreement.

confuer

MADMAX 4513 565 N. PIONEER FOND DU LAC, WI 54937 920-921-1500 1960426 4513 565 N. Pioneer Fond Du Lac WI 54937

Description Qty Amount
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OFF ROAD CA #07 24.7186 113.68
SELF @ 4.599/ G

Subtotal 113.68
Tax 0.00

CREDIT \$ 113.68

SALE Receipt

CAPITAL ONE VISA USD\$113.68 Acct/Card #: \*\*\*\*\*\*\*\*\*7592

Entry: Chip Read Auth #: 00222G Resp Code: 000 Stan: 10757622027 Invoice #: 545950

AuthNet: VISA MODE: Issuer

AID: A0000000031010 BP SITE ID: 1960426

VISA

MERCHANT COPY

Save up to 15 cents off per gallon. Find out how at bp.com/localheroes APPROVED

REWARD

Acct/Card #: \*\*\*\*\*\*\*\*\*7592

Stan: 10757622027

ST# 4513 TILL XXXX DR# 1 TRAN# 1020587 CSH: 4 11/11/22 1:33:42 PM

Return ProteC Compresses

THANK YOU FOR SHOPPING AT FORT HARDWARE 10 MADISON AVENUE FORT ATKINSON WI 53538 (920) 563-6677

PLEASE KEEP YOUR RECEIPT FOR ALL RETURNS 11/08/22 9:19AM KR 580 56 2 EA = \$3.69 EA **FASTENERS** \$7.38 56 EA \$3.19 EA **FASTENERS** \$6.38 SUB-TOTAL: \$ 13.76 TAX: \$ .76 TOTAL: \$ 14.52 BC AMT: 14.52 BK CARD#: XXXXXXXXXXXX7592 MID: \*\*\*\*\*\*\*\* 5889 TID: \*\*\*3024 AUTH: 07850G 14.52 Host reference #:369372 Bat#

Authorizing Network: VISA

Chip Read

CARD TYPE: VISA

AID : A0000000031010 TVR: 0080008000

IAD : 06011203602002

TSI : E800 ARC: 00

MODE : Issuer

CVM :

Name : CAPITAL ONE VISA

ATC:027E

AC : 99A872A74E052A2D

TxnID/ValCode: 153014

Bank card

USD\$

EXPR: XXXX

# STATE OF THE PROPERTY OF THE P

JRNL#D69372/2 CUST NO: \*2

<<==

THANK YOU JAVIER SANCHEZ FOR YOUR PATRONAGE REWARDS 1D # 1993137412

\* CUSTOMER FT ATKINSON

'omer Copy

STER 30 DAYS

THANK YOU FOR SHOPPING AT FORT HARDWARE 10 MADISON AVENUE FORT ATKINSON WI 53538 (920) 563-6677

PLEASE KEEP YOUR RECEIPT FOR ALL RETURNS

11/08/22 12:18PM KR 580 SALE 3022332 BULB-250W DBL-ENDED HALD \$7,99 3338910 i EA \$6.99 EA BULB HALOGEN DE 300W \$6.99 3406188 \$8.99 EA 1 EA BULB T3 9500-LUMEN HAL \$8.99

SUB-TOTAL:\$ 23.97 TAX: \$ 1:32 TOTAL: \$ 25.29 BC AMT: 25.29

XXXXXXXXXXXXX7592 BK CARD#: MID: \*\*\*\*\*\*\*5889 TID: \*\*\*3024

AUTH: 05543G AMT: \$ 25.29 Host reference #:369471 Bat#

Authorizing Network: VISA

Chip Read

CARD TYPE: VISA EXPR: XXXX

AID : A0000000031010 TVR : 0080008000 TAD : 06011203602002 TSI : E800

ARC : 00 MODE : Issuer CVM :

Name : CAPITAL ONE VISA

ATC :027F

AC : 2FD35438655851CF TxnID/ValCode: 153093

L...k card

USD\$ 25,29

<<==

---> JRNL#069471/2 CUST NO:\*2

> THANK YOU JAVIER SANCHEZ FOR YOUR PATRONAGE

ACE REWARDS ID # 1993137412

Acct:

CASH CUSTOMER ET ATKINSON

Customer Copy

NO RETURNS AFTER 30 DAYS

Employee Name <u>CAICHEZ</u> CONTINGS Week Ending <u>11/13/22</u>

Time Sheet represents actual hours:

Signature: 

Myan Tacket

	M. J. D.	-	Time in	Time out	Job Total	Daily Total	Trave
Date/Location	Work Done	dol	time in	Time out	hours	hours	hours
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TUESDAY	1	John St.	200A	400P	8		
11/8 xx	PICKUP ELZ TRUCK VAULT 12 SET CT FOR BIAST, HOLE	the property					
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JY CON	WATCH, FEED TANK WITH MEDIA, PREAK DOWN SETUP	OVTHER					
WEDNESDAY	SET UP FOR BIAST.		800A	300 P	7		
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10°			tunidas phi Municipal de				
FRIDAY	WET WALLS, HELP MIX 2300 COMPOUND		800A	200 P	le		
	STONE WALLS, CLEAN		00			6	
100 A	BOXTRUCK, CLEAN					* .	
100		ena de la companya de					
SATURDAY	ay ya a ya ay ay ay ay ay ay anan an an an ay ay a haray an ay ay ay ay a a a a hara ay a shanada a a a shanada A a a a a a a a a a a a a a a a a a a		,				
11/1/	المراحظة والحديد فريون الراجعان ويعطمه فيها والعابية المراجع المدار الراجعان والراجع						
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	er gen flygteringeren i skierre er en en flyt freuwen it eren er en		•				

Hotel Reimbursement \$	Total Weekly nours	5
# Per Diem nights	Total Travel hours	

Time Sheet represents actual hours:

Signature: Mudauth

Date/Location	Work Done	Job	Time in	Time out	Job Total hours	Daily Total	Travel hours
MONDAY 11-7 12	Set even fling up	#4.AH	9:15	5:30	8.25	8.25	1275
TUESDAY	And David						
TUESDAY  11-8	Fret Deric set up Jast - Figure cont game place Then 5/9st	,	7	4		9	
	then slast vest of day.					/	
WEDNESDAY	Chean media up + get it happed out More Scarold Than finish blagt		8	6	10	(4)	
	Set up phasher - Clean up top while Blaze washes-					10	
THURSDAY	Wire brush/sand/wash/pash) some U-polt melds on darither Than france art plan u/2300 and do that nest of day-		8	5	9	9	
	plan u/ 2300 and do that nest of day-	-					
FRIDAY	Hep on Scatfold ul Devic - 2300 walls	<b>1</b>	8	11:45	3.75	225	½.75
						2.73	
SATURDAY							

Hotel Reimbursement \$ _	Paid	
# Per Diem nights	4	

Total Weekly hours \_\_\_\_\_\_\_

Employee Name_		121	C	Peeler	/
	1.5		~ ~		

Time Sheet represents actual hours:

Neek Ending 11-12-22	
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Signature: Rouc Pulloc

Date/Location	Work Done	Job	Time in	Time out	Job Total hours	Daily Total	Travel hours
MONDAY	Finished Cleaning	P. peline	9:30	1:00	5/2	3/2	
Vaulta							
	Set up for blast and Storted blasting	<u>FA</u>	8:00	4:00	_8	8	
FOR AHL WEDNESDAY	Set up for blast and						
9	set up for blast and started blasting	FA_	8:00	3:00		7	
THURSDAY	BPR J 2360	FA.	8:00	11.04			
10		<u> </u>	0.00	4:08	_8	8	
FRIDAY E	Apply 2300	1.5					
		<u>FA</u>	8:00	2:00	6_	6	
SATURDAY							and the second
12							

Hotel Reimbursement \$	Total Weekly hours <u> </u>
# Per Diem nights	Total Travel hours

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				p				0	n	

JOB: 4611 Ft Atksinso	JOB:	4611	Ft	Atksinso	
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construct	ion					5.00							11/2/22	
Describe Work: Extra B	Slasting			······································									Date	уддасцийшахайдынны колукон, торондон, торондон,
angung constant of more and the constant of th	_						nschlachteninger vor den ummer verschen und der der expressionen der expre		-		Судиранняюн		File No.	ectodoxicalizad, spiritoxicalizado, per spiritoxicalizado de disconición de constitución de co
Job Conditions (weather, etc	):												Plan Sheet No	(s).
Reason: Omission from F		s			nange in fferent S	Design lite Conditions	☐ Owner's Request	:	Туре		nit Pric		ity Installed = Time & Mtl (Cost Plus)	
EQUIPMENT	HOURS		HARGE TE/HR*		ŝ	LABO	OR / NAME	HOURS		HARGE RATE		\$	MATERIALS / SUBCONTRACT	8
Excavator 350		\$	233.00	\$	- 2 5	Project Mgr	i i i i i i i i i i i i i i i i i i i		\$	137.00	\$	-		\$ -
Loader		\$	144.00	\$	*	Supervisor			\$	131.00	\$			\$ -
Dozer 700		\$	218.00	\$	***	Field Crew	Kyhe	8	\$	440-90	\$			\$ -
Tractor Backhoe (TBL)		\$	90.00	\$	*	Field Crew	Blater	8	\$	119,00	\$	-		\$ -
Compactor - Bomag		\$	106.00	\$		Field Crew			\$	119.00	\$		markup materials - 15%	\$ -
Crane - CK850	1/2	\$	278.00	\$	-	1	Tapy	1/2						\$ -
Skidsteer		\$	70.00	\$	10.	Yard	141		\$	65.00	\$	.380		\$ -
Truck Crane (mileage)		\$	2.50	\$	-	Fab Shop			\$	105.00	\$			\$ -
Truck Crane (rental)		\$	110.00	\$	-4	minal	4 Pallet					engaga aki ji damberah Perili Mellipake		\$ -
*click here for external re	ental rat <b>e</b> s										ower-water	5. S	markup subcontract - 5%	\$ -
Subtotal		7		\$	-par	Subtotal		/		<u> </u>	\$		Subtotal	<b>S</b> -
TOTAL		en en sin gible billion en co		\$	-			16						
*includes fuel & mainte											С	opled to	o:   Owner   Inspector   Eng	jineer
Method of Payment		_	ge Order - O			Back Charge - Sup ,	/ Sub			R. L.P	1	سلم	CIA farter	
Owner's Rep / Engr / Su	ip / Sub S	ignal	ture & Pri	nted N	lame				Sta	Const	ructio	n Corp	oration Signature & Printed Name	

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and the late of the late of	C	O	r	p	8	r	a	t	į	0	B	

JOB:	461	1	Ft	Atksi	nsor
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construct	ion												11/0/22	
Describe Work: 200	Blak	La					T.						Date	matic i provincia de la compansión de la c
		J		F									File No.	
Job Conditions (weather, etc.	):												Plan Sheet No	(s).
Reason: Omission from F	Plans & Spec	S			hange in	Design	☐ Owner's Reque	st	Турс	e: 🗆 U	nit Price	e: Quant	ity Installed =	
Other - Describe					)ifferent S	ite Conditions				□ t	ımp Su	m	Time & Mtl (Cost Plus)	
EQUIPMENT	HOURS		HARGE TE/HR*		\$	LAB	OR / NAME	HOURS	C	HARGE RATE		\$	MATERIALS / SUBCONTRACT	\$
Excavator 350		\$	233.00	\$	ea	Project Mgr			\$	137.00	\$	-		\$ -
Loader		\$	144.00	\$	**	Supervisor			\$	131.00	\$	**		\$ -
Dozer 700		\$	218.00	\$	-	Field Crew	Kyle	51	\$	119.00	\$	ant		\$ -
Tractor Backhoe (TBL)		\$	90.00	\$	**	Field Crew	Denil	18/2	\$	140.00	\$	***		\$ -
Compactor - Bomag		\$	106.00	\$	_	Field Crew	8 K/0-7	8/2	\$	119.00	\$	that Tall-that and interestive tights	markup materials - 15%	\$ -
Crane - CK850	ı.	\$	278.00	\$	Les		Blose	12						\$ -
Skidsteer		\$	70.00	\$	-	Yard	Trey	1	\$	65.00	\$			\$ -
Truck Crane (mileage)		\$	2.50	\$	ven.	Fab Shop	111		\$	105.00	\$			\$ -
Truck Crane (rental)		\$	110.00	\$	-	NEW DOMESTIC								\$ -
*click here for external re	ental ra <b>tes</b>				. + 1	myknej	1 pallet				epitologisti maja la	263 C	markup subcontract - 5%	\$ -
Subtotal				\$	-	Subtotal			······		\$	MA THE STREET	Subtotal	\$ -
TOTAL				\$				134	)					
*includes fuel & mainte	enance; d	loes	not inclu	ıde o	perator	,		31						
IMPORTANT - TI	HIS RE	PO	RT TO	BE	TUR	NED IN DA	AILY				C	opied to	e:   Owner   Inspector   Eng	ineer
Method of Payment		Change	e Order - O	wner		Back Charge - Sup	/ Sub				09	ther		
									ر	911 82	2/3/2		CIP Fants	
Owner's Rep / Engr / Su	ip / Sub S	ignat	ure & Pri	nted	Name			-	St	ab Cons	ructio	n Corp	oration Signature & Printed Name	

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Describe	Worl	Z	X)	Y	<u>.</u>	0	2	ెక	1
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Job Conditions (weather, etc):

Method of Payment

Reason: Omission from Plans & Specs

# **EXTRA WORK LOG**

Owner's Request

☐ Change in Design

Hi	stry	<u> </u>			Date File No.		ns	on			
Plan Sheet No(s).  Unit Price: Quantity Installed =  Lump Sum											
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			markı	ıp subcontract -	- 5%	\$		-			
	\$	*	Subtotal			\$		-			
<b>作</b> ;*	. 1	4)	ggyppy enemininki ja								

Engineer

Inspector

Copied to: Owner

Construction Corporation Signature & Printed Name

Other - Describe	e				Different S	ite Conditions				LJ U	ump Sui	Π	I Time a mu (cost rias)	
EQUIPMENT	HOURS	CHAI RATE		i	\$	LAB	OR / NAME	HOURS	-	CHARGE RATE		8	MATERIALS / SUBCONTRACT	5
Excavator 350		\$ 23	33.00	\$	**	Project Mgr			\$	137.00	\$			\$ -
Loader		\$ 14	44,00	\$	paragagga nyinadi salpininini di dilibidika usir	Supervisor			\$	131.00	\$			\$ -
Dozer 700		\$ 2'	18.00	\$		Field Crew	Kile	2	\$	119.00	\$	-		\$ -
Tractor Backhoe (TBL)		\$ 9	90.00	\$	-	Field Crew	Dirride	2	\$	119.00	\$	-		\$ -
Compactor - Bomag		\$ 10	06.00	\$	-	Field Crew	Elizak	2.	\$	119.00	\$	-	markup materials - 15%	\$ -
Crane - CK850		\$ 2	78.00	\$			Blake	2	T					\$ -
Skidsteer		\$	70.00	\$	y mighty and the property of the second	Yard	-	1/2	\$	65.00	\$	,ns		\$ -
Truck Crane (mileage)	<del>                                     </del>	\$	2.50	\$		Fab Shop	PP		\$	105.00	\$			\$ -
Truck Crane (rental)	-	\$ 1	10.00	\$	***				T				Security of the security of th	\$ -
*click here for external re	ental rates	3							T				markup subcontract - 5%	\$ -
Subtotal				\$	Salara Maria Carana da Maria C	Subtotal				R R HW. V. V S	\$	*	Subtotal	\$ -
TOTAL	**************************************			\$	ne hee	/			-		1	\		- I make address on the committee of the
*includes fuel & maint	enance: o	ioes no	t incl	ude d	perato	1 10	vier total h	one 34	1	ran this	do	w/		

IMPORTANT - THIS REPORT TO BE TURNED IN DAILY

☐ Change Order - Owner

Owner's Rep / Engr / Sup / Sub Signature & Printed Name

☐ Back Charge - Sup / Sub

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JOB: 4611 Ft At	ksins	son
11/10/22		
Date		
. PRESENTATION OF THE PROPERTY		mucolohirininin
File No.		
Plan Sheet No(s	i).	Marketing and State of State o
ed ==		
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ATERIALS / SUBCONTRACT	ş	
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markup materials - 15%	\$	=0
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otal	\$	-
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3/31/2021

Describe Work: 2360	Blaste	d Apens	10			angan ngalangan na angan a					Date	
ramanen er der eine von der den gegende zon zugen den er er den	and the second s	AND THE PERSON NAMED AND T			ndunca da recharic tra distra quante e langularina e provincia quandido y del hast "pida	n gan af ngina kalana na katangan an katangan an at tanggan ang an ang bera an an atanah binad			-	Supplier Section des sectorités de l'estables de l'estable	File No.	gg-programment Annual Control of the
ob Conditions (weather, etc.	:			<del>(100-100-100-100-100-100-100-100-100-100</del>					<u> </u>		Plan Sheet No	p(s).
Described Omission from P		s		Change in Different :	Design Site Conditions	Owner's Reque	st			nit Price: Quanti imp Sum	ty Installed =  Time & Mti (Cost Plus)	
QUIPMENT	HOURS	CHARGE RATE / HR		\$	LAB	OR / NAME	HOURS	CHARG RATE		\$	MATERIALS / SUBCONTRACT	\$
excavator 350		\$ 233.0	0 \$	oracy application States with	Project Mgr			\$ 137	.00	\$ -		\$ -
oader		\$ 144.0	0 \$	<b>1</b>	Supervisor	Javier	8	\$ 131	.00	\$ -		\$ -
Oozer 700		\$ 218.0	0 \$	w.	Field Crew	81,20	B	\$ 119	.00	\$ -		\$ -
ractor Backhoe (TBL)		\$ 90.0	0 \$	ve	Field Crew	Dernile	8	\$ 119	.00	\$ -		\$ -
Compactor - Bomag		\$ 106.0	0 \$	_	Field Crew	Elizah	8	\$ 119	.00	\$ -	markup materials - 15%	\$ -
Crane - CK850		\$ 278.	0 \$	+		Kyle	1					\$
Skidsteer		\$ 70.	0 \$	de	Yard	*		\$ 65	.00	\$ -		\$
ruck Crane (mileage)		\$ 2.	50 \$		Fab Shop			\$ 105	00.	\$ -		\$
ruck Crane (rental)		\$ 110.	00 \$		K. 35 &	*	46					\$
click here for external re	ental rates	2			2200	72 25 30				aledeb 3 2	markup subcontract - 5%	\$
Subtotal			\$	-	Subtotal					\$ -	Subtotal	\$
TOTAL			\$	~			(34					
*Includes fuel & maintenance; does not include operator  IMPORTANT - THIS REPORT TO BE TURNED IN DAILY  Method of Payment												
Owner's Rep / Engr / Su	ip / Sub S	ignature &	Printed	Name			montanagens	Staab C	onst	ruction Corp	oration Signature & Printed Name	ng pragmany aban-oklohopononin'nyo. Surinin
JST\_P4611 Fort Atkinson W\	WTF\FILES -	- Project Spe	ific\_Cha	ange Orde	rsW611 Extra Worl	k Log MASTER.xlsx					Fr. 20 - 5	

Employee Name	tyle Schweller
Week Ending	12-11-22

Time Sheet represents actual hours:

	T	Т	<del></del>				
Date/Location	Work Done	Job	Time in	Time out	Job Total hours	Daily Total	Travel hours
MONDAY 12-5 22	High set up for blast then continue blasting - Start clean up clark in touch up clarkier P-wash hart of uh	3	<i>10:30</i>	6:30	-/	8	1.75
TUESDAY 12-6	Pip Plastic from ceith and Plastic Finish Pressine washing 500 then do that all day-	35	7:co	6:00	//_	//	
WEDNESDAY 12-7	Pull equipment from have for flost - Stup. Blost - Blussh - 2300 Last lefthe 3x6 area to Poured concrete		7.00	5:15	10.75	10-25	
THURSDAY 12-8	Stine cut 1300 - Marsin 3' line Tape up. Sprant backed!- Teke out frask.	•	7:00	12:30	5.5	5.5	1.75
FRIDAY 12-9							
SATURDAY							

Hotel Reimbursement \$ _	fuid
# Per Diem nights	3

Total Weekly hours 34.75

Total Travel hours 3.5

Employee Name Deric Peeler

Week Ending 12-10 - 22

Time Sheet represents actual hours:

Signature: Deric Peeler

		1					
Date/Location	Work Done	dot	Time in	Time out	Job Total hours	Daily Total	Travel hours
MONDAY	The state of the s						
5			-				
	and the second contract the second contract to the second contract t	and the same of th					
	A Million of the residence of the service of the se						
TUESDAY	the last of the P. D. S ine wheels, not sand botts all in basement of thickening	0 201	7:43	4.2.	5 20 mis	5	
6	ine wheels nots and	Lunch	7:40	1:20	3	5 20 m	
1.2.5	bolts all in	1:5+				9	
17	basement of thickening						
101				- Andrews - Andr			
WEDNESDAY	Finish remidder of	ก	0.		= 10		
7 /	1. ps line wheels nots and bolts all in basement of thickening	Punch	8:00	1.30	5/2	5/2	:
1.25	basement of thickening	9115+				d	
	dis to the financial design of the financial department and the financial department of the financial department and the financial department of the financial department	,					
J1							
THURSDAY	Did the top inner	0 1					
8 /	Did the top inner part of two pump Stands More nots and holts Start prepping big tank on	Punch	8:00	5:00	9		i i i i i i i i i i i i i i i i i i i
A.P.S	bolls Start prepping	1:51				9	
/	big tank oh						
	first floor						
FRIDAY	Still working on lank Pirst floor in thickening	2 1	e)		0		
9 105	LUST HOOF IN thickening	Punch	<b>8</b> :00	5:00	7	9	
1.10	and the second s	list	of P. Control and P.		***	1	
101	The state of the s					THE COMPANY OF THE CO	
SATURDAY	ar tigler-trive and property and the property of the corps of the corp						
10	and the second of the second o						
	A TO A STATE TO THE AMERICAN CONTRACTOR OF THE STATE OF T						
	And therefore is about the first time and the second of th						

Hotel Reimbursement \$	Total Weekly hours 28 30 m
# Per Diem nights	Total Travel hours
all Items are on punch list	

Employee Name <u>Syncher Coating</u>
Week Ending <u>12/11/22</u>

Time Sheet represents actual hours:

Signature: Aljal Pack

						1	
Date/Location	Work Done	dot	Time in	Time out	Job Total hours	Daily Total hours	Trave hours
MONDAY 12/5 12/5 12/5 12/5 12/5 12/5 12/5 12/5	SET UP FOR BLAST, CLEAN STRUTURE. HOLE WATCH, FEED TANK WITH MEDIA.	#10 STRVUTURE	800A	5008	9	9	٠
TUESDAY 12/10 proper	HOLE WATCH FOR PRESSURE WASH, 2300 WALLS, PAINT CLAYIFIELD	STRUBURE	8007	6007	10	10	
WEDNESDAY 12/7 RIVINGOV	SET UP FOR BLAST HOLE WATCH FOR BLAST SET UP FOR POWER WASH HOLE WATCH FOR POWER WAS 2300 WALLS	STRUCTURE	800A	500?	9_	9	
THURSDAY  12/8  JONES  JONES	TAPED FAIT, MOTERS AND PIPES REMOVE TAPE OFF ALL, DND SAND, AND TAPED, B. g TANK THICKERMS BID	IPS	800A	500 P	9_	9	
FRIDAY 12/9 Lynn	PAINTE BIGTANK THICKENING BID	IPS	800A	1100 A	3	3	
SATURDAY / 2 / /D							

Hotel Reimbursement \$	Total Weekly hours
# Per Diem nights	Total Travel hours

JOB: 4611 Ft Atksinson

12-5-22 Date

Blasting only

File No.

Plan Sheet No(s).

Job Conditions (weather, etb): Tinsi de Wetruell

Describe thort: Block & Duraplate (2000 ( Mathewall ( Mall's

Omission from Plans & Specs ☐ Other - Describe

Reason:

☐ Change in Design ☐ Different Site Conditions

☐ Owner's Request

☐ Unit Price: Quantity Installed = \_\_\_\_\_\_ ☐ Lump Sum ☐ Time & Type:

Time & Mtl (Cost Plus)

MENT	HOURS		ę	AND DESCRIPTION OF THE PARTY OF	7753	CHSBGR			
	rao	RATE / HR"	P CETAN	LABOR / NAME	HOURS		C/S	MATERIAL C. C.IDCONTES.OT	•
THE CONTRACTOR OF THE PROPERTY	Section Section	South and the second se			34	HAIR		こうちょうこうこう こうしん	<b>V</b> P
vator 350	-	\$ 233.00	¥		-		Company of the Compan		Contract of the Contract of th
		֡							

		1000			A	·				
EQUIPMENT	HOURS	RATE / HR	€ <b>®</b>	- CAE	LABOR / NAME	HOURS	CHARGE	c/9	MATERIALS / SUBCONTRACT	55
Excavator 350		\$ 233.00	45	Project Mor				4		67.78
		- 5					\$ 137.UU	A		69
Loader		\$ 144.00	6/>	Supervisor			\$ 131.00	69		6
Dozer 700		\$ 218.00	· · ·	Field Crew	1/2 1/0	D	\$ 119.00	65		7
Tractor Backhoe (TBL)		\$ 90.00	67	Field Crew	200	73				n
			+-	1	1784	-	-	P.		·
compactor - pormag		\$ 106.00	; 69	Field Crew	15.18	£	\$ 119.00	1	markup materials - 15%	e
Crane - CK850		\$ 278.00	69							•
		1								65
okidsteer		\$ 70.00	6/9	Yard	The state of the s	**************************************	\$ 65.00	€9		9
Truck Crane (mileage)		\$ 2.50	49	Fab Shop			105 m	4		
Truck Crane (rental)		\$ 110.00	65	7	1		- 1			J/D
A		- 1	-	7	Delect male					69
CION TREE TO EXTERNAL RATES	la rates				-	***************************************			markup subcontract - 5%	÷
Subtotal			63	Subtotal	24 O. S. ORING A. SAN W. J. S.		F 62 55 55			9
10101								, 9	Subtotal	69
			1 69.	_						

"includes fuel & maintenance; does not include operator (5 hrs friday total

IMPORTANT - THIS REPORT TO BE TURNED IN DAILY

☐ Back Charge - Sup / Sub ☐ Change Order - Owner

Method of Payment

Owner's Rep / Engr / Sup / Sub Signature & Printed Name

Engineer

☐ Inspector

Copied to: 
Owner

Construction Corporation Signature & Printed Name

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Describe Work: Duraplate lawer wehmen walls

JOB: 4611 Ft Atksinson

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Date

File No.

Plan Sheet No(s).

Job Conditions (weather, etc): Linite withy

Omission from Plans & Specs
 Other - Describe

Reason:

☐ Change in Design ☐ Different Site Conditions

Owner's Request

☐ Unit Price: Quantity Installed = \_\_\_\_\_ ☐ Lump Sum ☐ Time & Mt Typa:

Time & Mtd (Cost Plus)

w
MATERIALS / SUBCONTRACT
<b>69</b>
CHARGE
HOURS
LABOR / NAME
49
CHARGE RATE / HR*
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EQUIPMENT

		The second secon											
EQUIPMENT	HOURS	CHARGE RATE / HR	in je	wa.	LABC	LABOR / NAME	HOURS	CHARGE RATE	<b>(4)</b>		MATERIALS / SUBCONTRACT	w	
Excavator 350		\$ 233.00	\$ 00.	1	Project Mar			\$ 137.00	₩	3		1 <del>6/</del> 3	
Loader		\$ 144.00	.00	,	Supervisor	Jonnie	3	\$ 131.00	63>			1 69	***************************************
Dozer 700		\$ 218.00	.00	ŧ	Field Crew	Kule	M	\$ 119.00				69	
Tractor Backhoe (TBL)		\$ 90.	90.00	3	Field Crew	Bloze	3	\$ 119.00	. \$	MCI-365		1 69	
Compactor - Bomag		\$ 106.00	.00	1	Field Crew	Slivab	୯୦	\$ 119.00	69-	I	markup materials - 15%	1 69	
Crane - CK850		\$ 278.00	.00	ŧ	i i	0						· ·	
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Excavator 350		\$ 233.00	<del>(3</del>	Project Mgr			\$ 137.00			€9
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☐ Inspector

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Employee Name Sancher (catings)
Week Ending 11/18/22

Time Sheet represents actual hours:

Signature: Blych Tuhun

Date/Location	Work Done	dot	Time in	Time out	Job Total hours	Daily Total hours	Travi
MONDAY  IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	V-12 Setup, HOIEMATO V-7 Setup, MOUR BRATE CLEAN MEDIA, VIO SET UP, CLEAN MEDIA, V9 SET UP HOIEMATCH, V-11 SET UP, HOIE WATCHA	S PIPELINE	815A	4158	8	8	
TUESDAY	STONE WATIS  MITY COMPOUND HOLE WATCH ELECTRICALRM 2300 WALL HANDWIPE, ALCOHOL WIPE, PANT  PIPE HACCOPTORY AND TAPE	TRUTTURE	800A	5/SP	9 14	914	
WEDNESDAY /							
THURSDAY	MIX COMPOUNDS, HOIE WATCH, STONE WALLS TAPED ELECTRICAL SET UP FOR PAINTING WALL ELECTRICAL RM	AID STRUCTURE BM	800A	515P	914	9/4	
FRIDAY B	STONE WALL CLEAN FLOOR, PULL BUCKETS OUT HOLE, FINISH FLOOR SECUND COAT ON WALLS IN ELECTRICAL RM	HID STRUCTURE	<u>8004</u>	1230f	4/2	4/2	
SATURDAY /							

Hotel Reimbursement \$	Total Weekly hours 3
# Per Diem nights	Total Travel hours

Employee Name Deric Peeler

Time Sheet represents actual hours:

Week Ending 10-19-22

Signature: Doce Poelor

Date/Location	Work Done	Job	Time in	Time out	Job Total	Daily Total hours	Travel hours
MONDAY 14	Suching media off the floors and sumps of vaults 12,7,10,9 and 11	Pipeline	8:15	4:15	-&	liou.s	nours
Vaults TUESDAY							
TUESDAY	Applying 2300	<u>FA</u>	8 00	<u>5:13</u>	9/4		
F PI WEDNESDAY	02244.24.22.65						
16	APP14174 2300	ÉA	8:00	<u>5:15</u>	914		and the contract of the contra
FH THURSDAY	AP241174 2300 and		6				*3
17	Applying 2300 and preppedelectrical	FA	8:00	5:00	9		
FRIDAY	Stoned top of walls		Δ	_			
18	and cleaned bottom of wet well and finished first coat on electrical room	FA	8:00	12:3c	4 /2		
SATURDAY 19							
Col.							

	Hotel Reimburser	ment \$			Total Weekly hours 40	Preppin
3 hours	#Per Diem nights Milwakee		ao hours	øf	Total Travel hours	Spray.

Employee Name Blaze Kesan
Week Ending 11/19/27

Time Sheet represents actual hours:

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Date/Location	Work Done	Job	Time in	Time out	Job Fotal hours	Daily Total hours	Travel hours
WI 4 Fort	hole tinish blest to hole tinish blest some comes in	# 10	11:36	5:45	6.25	6.25	1.75
TUESDAY 11/15 Fort Alkinson	duraptal st 10. and st10 electrical clean up media trom blest yesterday	\$ 10	<b>4</b> .00	5:30	9.5 (A)	9.5	
WEDNESDAY 11/16 Total	duraplate rest of	410	4:00	\$ 15	9.25	7.25	
THURSDAY	stlo finished 2300 en hale perco fur aint in electrical store viestlo	st 10	3'00	7.12	11.25	11.25	and the second s
RIDAY IN	VIC STILL						
	time periot in 10 electrical	<del>410</del>	<u>96:45</u>	10:30	3.75	3.75	1.75
	The state of the s				. As a manufacture of the same		

Hotel	Reimbursement	\$		-10-
# Per	Diem nights	4	nights	

Total	Weekly hou	rs 4	0	
Total	Travel hour	3	5	

Employee Name <u>Kyle Shueller</u>
Week Ending <u>///20/22</u>

Time Sheet represents actual hours:

Signature: Lyle durk

Date/Location	Work Done	Job	Time in	Time out	Job Total hours	Daily Total	Travel hours
MONDAY 72	What Place of the Aff. Sef up for Glast Blast big pipe, bothers it electroom, and rest of black of top- Little clean up		12:00		6= 5	6.3	1.75
TUESDAY  ///S	Stert wrapphe up blast stoff and cleaning up media. 2300 halls after		7_	5.30	10.5	10.5	
WEDNESDAY	2300 all day			5:15	9.25	9.25	
	thish 2300. More to electrom - sweep t vac, clean out water, tape up and stort Springt backwill. SW Run		7:30	7:15	11. %	11.75	
11/18	Continue paints by clace worm until I		7:15	9:45	2.5	2.5	1.75
SATURDAY							

Hotel Reimbursement \$ _	Doi d
# Per Diem nights	9

Total Weekly hours 40

Total Travel hours 3-5



Describe Work: 2,300 € 10

# **EXTRA WORK LOG**

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Tractor Backhoe (TBL)		\$	90.00	\$	-	Field Crew	Slijeh	8	\$	119.00	\$	-		\$	*
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Skidsteer		\$ 70.00	\$	_	Yard			•	AT AA			\$ -
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Agenda City of Fort Atkinson City Manager's Office 101 N. Main Street Fort Atkinson, WI 53538

#### **MEMORANDUM**

DATE: March 7, 2023

TO: Fort Atkinson City Council

FROM: Paul Christensen, Wastewater Utility Superintendent

RE: Review and Possible Action relating to Interceptor Sewer Cleaning by Northern

Pipe, Inc. for up to \$68,884.20

#### **BACKGROUND**

Wastewater from the City makes its way to the Wastewater Treatment Facility via an approximately 67 mile network of laterals, collector mains, and interceptor sewers. The sanitary sewer collector mains are cleaned on a regular and rotating basis. Most of that system is cleaned every 2 years, with some areas cleaned more often.

The exception to this are the large interceptor sewers. These sewers are too large for the sewer cleaning equipment owned by the Utility. When interceptors need cleaning, contractors are hired to provide the service.

#### **DISCUSSION**

During the ongoing Phase II Improvement Project at the Wastewater Utility, by-pass pumping was required to allow construction and rehabilitation of the influent wet well area. To accomplish the by-pass, pumps were placed in the 42" interceptor sewer to the North of the wet well at three locations. The by-pass system was in-place for approximately 5 months. The placement of the pumps caused some minor backing up of wastewater in the interceptor during the by-pass. This also caused deposition of material in the interceptor.

This, along with decades of already accumulated material needs to be removed from the interceptor to protect the new influent screening equipment recently installed.

#### **FINANCIAL ANALYSIS**

Sewer cleaning services were contacted to provide pricing to clean, remove and dispose of materials from the interceptor to approximately 2,000 feet North of the wet well. Also included are estimated costs of grouting manhole leaks, and televising the interceptor to confirm condition after cleaning. The Utility contacted two companies that have recently completed projects for the City and were capable of cleaning 42" interceptor sewers.

The following proposals were requested, with only one contractor returning a proposal.

Northern Pipe, Inc. of Green Bay, WI

\$57,419.20

Visu-Sewer, Inc. of Pewaukee, WI

Did not return a proposal

Note that there are two items on the proposal that are estimates: the number of tons of materials to be landfilled and the hours spent inspecting and grouting leaking manholes. In addition to the proposed cost from Northern Pipe, staff is requesting authorization for an additional \$11,465 to pay for up to 100 tons of material to be landfilled (\$6,825) and another 16 hours of time to inspect and grout leaking manholes (\$4,640). The additional funds will allow the work to continue if volumes of waste and hours of work associated with manholes exceed estimates.

Funds for this project will come from the Sewage System Maintenance – Supplies and Expenses account. The 2023 budget for this account is \$418,000.

#### **RECOMMENDATION**

Staff recommends that the City Council approve the proposal from Northern Pipe, Inc. of Green Bay, WI for \$57,419.20 with an additional \$11,465 in reserve for unexpected conditions on the project.

#### **ATTACHMENTS**

Northern Pipe Proposal



Quote

2094 County Road QQ Green Bay, WI 54311 Phone (920) 655-8049 adamtierney@northernpipeinc.com www.northernpipeinc.com

Date	Quote #
1/6/2023	1192

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

Quote Good Thru		Payment Terms		Sales Rep					
	Net 30		AWT						
Description	Unit of Measure	Qua	ntity	Unit Price	Total				
City of Fort Atkinson Interceptor Sewer Cleaning									
Mobilization and Demob of Vactor Truck	and Crew	Lump Sum		1	2,150.00	2,150.00			
Clear Brush for Access to Manholes 4, 5	and 6	Lump Sum		1	750.00	750.00			
Easement Machine and Crew		Hour		60	110.00	6,600.00			
Heavy Cleaning of Interceptor Sewer (42 *estimated quantity; invoice will reflect to *additional hours needed for disposal haufrom landfill	Hour		70	275.00	19,250.00				
By-Pass Pumping Rentals and Set-Up		Week		1	8,624.20	8,624.20			
Waste Management Profile - testing sedir landfill approval *approval could take 2-3 weeks	Lump Sump		1	1,200.00	1,200.00				
Landfill Permit		Lump Sum		1	500.00	500.00			
Disposal at Landfill *estimated quantity; invoice will reflect to	Ton		50	136.50	6,825.00				
Mobilization and Demob of Grout Truck	Lump Sum		1	1,450.00	1,450.00				
Inspect and Grout Leaking Manholes *estimated quantity; invoice will reflect to	Hour		16	290.00	4,640.00				

Please notify Northern Pipe, Inc. within 30 days if the quotation is accepted and the above prices will be honored.

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standarad practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. If prevailing wagpagely - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quote amount. If applicable, add the amount (s) to this quote.

**Total** 



Quote

2094 County Road QQ Green Bay, WI 54311 Phone (920) 655-8049 adamtierney@northernpipeinc.com www.northernpipeinc.com

Date	Quote #
1/6/2023	1192

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

Quote Good Thru	Payment Terms			Sales Rep					
		Net 30		AWT					
Description	Unit of Measure	Quai	ntity	Unit Price	Total				
AV-100 Grout *estimated quantity; invoice will reflect to	otal gallons	Gallon		150	15.00	2,250.00			
*Optional*									
Mobilization and Demob of TV Truck an	d Crew	Lump Sum		1	1,325.00	1,325.00			
Televise Sewer After Cleaning *estimated quantity; invoice will reflect to	Hour		7	265.00	1,855.00				
Customer is responsible for supplying wa	ter.								
Project is slated for February completion.									
If approved, please sign and return.									

Please notify Northern Pipe, Inc. within 30 days if the quotation is accepted and the above prices will be honored.

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standarad practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. If prevailing wagpagely- this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quote amount. If applicable, add the amount (s) to this quote.

Total

\$57,419.20