



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

**CITY COUNCIL MEETING  
IN PERSON AND VIA ZOOM  
TUESDAY, AUGUST 15, 2023 – 7:00 PM  
CITY HALL – SECOND FLOOR**

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

Meeting ID: 599 786 6403

Passcode: 53538

Dial by Location

+1 312 626 6799

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**AGENDA**

1. **Call meeting to order**
2. **Roll call**
3. **Public Hearings – None**
4. **Public Comment:** *The City Council will receive comments from City residents. Comments are generally limited to three minutes per individual. Anyone wishing to speak is required to sign up in advance or state the following items for the record when called upon: name, address, subject matter, and contact information. No action will be taken on any public comments unless the item is also elsewhere on the agenda.*
5. **Consent Agenda:** *The Consent Agenda outlined below is hereby presented for action by the City Council. Items may be removed from the Consent Agenda on the request of any one Council member. Items not removed may be adopted by one action without debate. Removed items may be taken up either immediately after the Consent Agenda or placed later on the agenda at the discretion of the Council President.*
  - a. Review and possible action relating to the **minutes of the August 1, 2023 regular City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)

- b. Review and possible action relating to the **minutes of the August 8, 2023 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to the **minutes of the July 31, 2023 Police and Fire Commission** (Ebbert, Clerk/Treasurer/Finance Director)
- d. Review and possible action relating to **building, plumbing, and electrical permit report for July 2023** (Draeger, Building Inspector)
- e. Review and possible action relating to the City Clerk-issued **License and Permit Report for July 2023** (Ebbert, Clerk/Treasurer/Finance Director)
- f. Review and possible action relating **to City Sewer, Water, and Stormwater Utility Financial Statements** as of June 31, 2023 (Ebbert, Clerk/Treasurer/Finance Director)

**6. Petitions, Requests, and Communications:**

- a. Library Summer Reading presentation (Robinson, Library Director)

**7. Resolutions and Ordinances:**

- a. Third reading and possible action relating to an **Ordinance to amend Sections 58-197 and 58-202** of the City of Fort Atkinson Municipal Code relating to curfews for minors (Bump, Police Chief)
- b. Third reading and possible action relating to an **Ordinance relating to hours of operation for the Municipal Building** (Ebbert, Clerk/Treasurer/Finance Director)

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

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

**9. Unfinished Business – None**

**10. New Business:**

- a. Review and possible action related to replacement of **Digester Blowers #1 and #2 Variable Frequency Drives** for the Wastewater Treatment Facility (Christensen, Wastewater Superintendent)
- b. Review and possible action relating to a **contract with Trilogy Consulting LLC** for consulting services relating to the Wastewater Utility, Water Utility, and Stormwater Utility (Selle, Director of Public Works)

**11. Miscellaneous – None**

**12. Claims, Appropriations and Contract Payments:**

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

### **13. Adjournment**

*Date Posted: August 11, 2023*

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

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**CITY COUNCIL MEETING  
IN PERSON AND VIA ZOOM  
TUESDAY, AUGUST 1, 2023 – 7:00 PM  
CITY HALL – SECOND FLOOR**

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**1. CALL MEETING TO ORDER**

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

**2. ROLL CALL**

Present: Cm. Becker, Cm. Jaeckel, Cm. Lescohier, Cm. Schultz and President Johnson. Also present: City Manager, City Clerk/Treasurer, Building Inspector, Public Works Supervisor and Park & Recreation Director.

**3. PUBLIC HEARING – NONE**

**4. PUBLIC COMMENT:**

Kay Dries, 310 Zida Street – shared concern on the creation of an ordinance restricting vehicles from parking on residential streets. Does not support various parking on residential streets as it creates safety concerns.

Eugene Quies, 1409 Commonwealth Drive - stated he is a military disabled veteran and supports the use of ATV/UTV use on City streets.

Dean Trost, 1315 Montclair Place – supports the use of ATV/UTV use on City streets.

John Hausz, 104 Jefferson Street – commended the Police, Fire, WE and Public Works on the clean up effort from the weekend storms.

Mike Dudzek, 19 Wilson Avenue – supports the use of ATV/UTV use on City streets.

Nate Friedl, 430 N. High Street – supports the use of ATV/UTV use on City streets.

**5. CONSENT AGENDA:**

- a)** *Review and possible action relating to the minutes of the July 18, 2023 regular Fort Atkinson City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- b)** *Review and possible action relating to the minutes of the July 18, 2023 regular Fort Atkinson License Committee meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- c)** *Review and possible action relating to the minutes of the July 24, 2023 Police and Fire Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*

- d) Review and possible action relating to the minutes of the July 25, 2023 regular Fort Atkinson Plan Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- e) Review and possible action relating to the Police Chief's recommendations for Trick or Treat hours (10/29/23 1:00–4:00 p.m.) and Trunk or Treat hours (10/31/23 6:00–8:00 p.m. at Jones Park) (Bump)*

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

## **6. PETITIONS, REQUESTS, AND COMMUNICATIONS – NONE**

## **7. RESOLUTIONS AND ORDINANCES**

- a) Third reading of an Ordinance to adopt Zoning Text Amendments relating to medium industrial land uses, fencing, building maintenance, landscaping, signage and pools (Draeger, Building/Zoning Administrator)*

Inspector Draeger read the recommended sixteen zoning amendments. The amendments were provided at a previous Ordinance Committee meeting, Plan Commission meeting and two prior City Council meetings.

Cm. Lescohier moved, seconded by Cm. Becker to enact the proposed ordinance amending the City of Fort Atkinson Zoning Ordinance relating to medium industrial land uses, fencing, building maintenance, landscaping, signage and pools. Motion carried unanimously.

- b) Second reading of an Ordinance to amend Sections 58-197 and 58-202 of the City of Fort Atkinson Municipal Code relating to curfews for minors (Bump, Police Chief)*

Chief Bump discussed the Ordinance to be amended to allow Police Officers additional discretion when dealing with curfew related issues.

Cm. Becker moved, seconded by Cm. Jaeckel to recommend the City Manager prepare this ordinance amendment for a third and final reading at the August 15, 2023 City Council meeting. Motion carried unanimously.

- c) Second reading of an Ordinance relating to hours of operation for the Municipal Building (Ebbert, Clerk/Treasurer/Finance Director)*

Clerk/Treasurer Ebbert stated this ordinance would remove the requirement of summer and winter hours that are included in the Code of Ordinances for the municipal building and will allow Staff to adjust hours for varying times of the year including property tax collection and absentee voting for elections.

Cm. Becker moved, seconded by Cm. Schultz to recommend the City Manager prepare this ordinance amendment for a third and final reading at the August 15, 2023 City Council meeting. Motion carried unanimously.

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

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

No action required.

**9. UNFINISHED BUSINESS – NONE**

**10. NEW BUSINESS:**

*a) Review and possible action relating to an Extra-Territorial Certified Survey Map for the property located at W5250 State Road 106 E. (Selle, Director of Public Works)*

Inspector Draeger presented the request from the property owner that would like to break off a +/- 2 acre parcel from the parent parcel. This is within the 3-mile extra-territorial area of the City of Fort Atkinson, about 1.4 miles from the City boundary.

Cm. Jaeckel moved, seconded by Cm. Schultz I move to approve the Extra-Territorial Certified Survey Map for the property located at W5250 State Road 106 E. Motion carried unanimously.

**11. MISCELLANEOUS – NONE**

**12. CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS:**

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

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

**13. ADJOURNMENT**

Cm. Schutlz moved, seconded by Cm. Jaeckel to adjourn. Meeting adjourned at 7:40 pm.

Respectfully submitted,

Michelle Ebbert

City Clerk/Treasurer/Finance Director



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

**PLAN COMMISSION MEETING  
IN PERSON AND VIA ZOOM  
TUESDAY, AUGUST 8, 2023 – 4:00 PM  
CITY HALL – SECOND FLOOR**

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**1. CALL MEETING TO ORDER**

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

**2. ROLL CALL**

Present: Commissioners Gray, Highfield, Kessenich, Schull, Councilperson Schultz (arriving 4:10 pm), Engineer Selle and Manager Houseman. Also present: City Attorney, Building Inspector and City Clerk/Treasurer.

**3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE JULY 25, 2023  
REGULAR PLAN COMMISSION MEETING**

Gray moved, seconded by Kessenich to approve the minutes of the July 25, 2023 regular Plan Commission meeting. Motion carried. Motion carried unanimously.

**4. REVIEW AND POSSIBLE ACTION RELATING TO A SITE PLAN REVIEW FOR THE CULVER'S  
PROPERTY LOCATED AT 1551 MADISON AVE. (SPR-2023-02) (DRAEGER)**

Inspector Draeger reviewed the submission from S&L Properties Fort Atkinson, LLC (Culvers) owns a 1.02-acre site that includes an approximately 3,272 square foot restaurant building with a drive through. The site is located at the intersection of Madison Avenue and the western entrance to Pick n' Save, on the northwest side of Fort Atkinson. The proposed development includes the reconfiguration of the drive-through and associated vehicle queuing area on the western side of the existing building. This will add a second drive-through lane (one today). Other components of the Site Plan include additional landscaping and the reconfiguration of parking stalls on the north side of the building and west side of the site.

Chris McGuire, representing Culver discussed the lighting and moving of a light pole. He is unsure if lighting will be transitioned to LED.

Kessenich requested a layout displaying painted crosswalks to allow more accommodations for pedestrians.

City staff recommends approval of the Site Plan, subject to the following conditions:

1. Require the applicant to add a minimum 6-inch curb to the Site Plan around the entirety of the proposed drive through island and along the full length of the eastern drive through, subject to approval by City staff.

2. Allow the drive-through lanes to have less than 100 feet of vehicle queuing area in front of the order station due to the existing site constraints.
3. Require the applicant to provide a proposed exterior lighting plan (photometrics plans and fixture types) that meets all requirements of the ordinance for the new light fixtures, subject to approval by City staff.
4. Any other recommendations of City staff and the Plan Commission including pedestrian accommodations connecting Madison Avenue to front entrance and paint layout plan displaying the drive thru lanes and pedestrian access.

Gray moved, seconded by Kessenich to approve the Site Plan Review for the Culver's property located at 1551 Madison Avenue subject to the conditions outlined in the Staff report. Motion carried unanimously.

5. **REVIEW AND POSSIBLE ACTION RELATING TO A SITE PLAN REVIEW RELATING TO SIGNAGE FOR T-MOBILE LOCATED AT 825 LEXINGTON BLVD. (SPR-2023-15) (DRAEGER)**

Inspector Draeger presented the T-Mobile request as they are proposing new signs located on the East and South facades of the building facing Madison Avenue and Lexington Blvd, as well as a tenant panel sign in the Group Development sign along the north side of Madison Ave in front of the building located at Lexington Blvd. The proposed wall signs and group development panel signs meet the requirements of the City's Zoning Ordinances and will be fitting for the surrounding commercial area. The owner of the building has provided an Owner's Authorization Letter approving of the proposed signage. City staff has reviewed the application and all comments have been included within this document.

Gray moved, seconded by Highfield to approve the Site Plan Review relating to signage for T-Mobile located at 825 Lexington Blvd. Motion carried unanimously.

6. **UPDATE AND SCHEDULE RELATING TO THE CONDITIONAL USE PERMIT FOR A GROUP DEVELOPMENT FOR FORT HEALTHCARE SIGNAGE (CUP-2023-01)**

The property owners were re-noticed, a new Class II notice was published and a public hearing is scheduled for August 22<sup>nd</sup> for Plan Commission review and City Council review on September 12<sup>th</sup>.

7. **ADJOURNMENT**

Kessenich moved, seconded by Gray to adjourn. Meeting adjourned at 4:26 pm.

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





City of Fort Atkinson  
City Clerk/Treasurer's Office  
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Fort Atkinson, WI 53538

**POLICE AND FIRE COMMISSION MEETING  
IN PERSON AND VIA ZOOM  
MONDAY, JULY 31, 2023 – 3:30 P.M.  
CITY HALL – SECOND FLOOR**

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**1. CALL MEETING TO ORDER**

Commissioner Jones called the meeting to order at 3:30 pm.

**2. ROLL CALL**

Commissioners: Hartwick, Jones, Schultz, and Raub. Also present: City Manager, City Deputy Clerk, and GovHR representative Tim Sashko. Excused absence: Turk

**3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE JULY 24, 2023 MEETING OF THE POLICE AND FIRE COMMISSION**

Hartwick moved, seconded by Schultz to approve the minutes of July 24, 2023 meeting of the Police and Fire Commission. Motioned carried unanimously.

**4. REVIEW AND POSSIBLE ACTION RELATING TO REVISIONS TO THE FIRE/EMS CHIEF POSITION DESCRIPTION (HOUSEMAN)**

Manager Houseman distributed the job description for review. The Commission discussed the *minimum training and experience required to perform essential job functions*.

The Commission recommended the following be considered for the job description:

- Bachelor's degree preferred in fire science, public administration, or closely related field.
- Five years of progressively responsible public safety experience with at least five years management experience at the Lieutenant level or above, or any combination of education and experience which provides equivalent knowledge, skills, and abilities.
- Must have demonstrated work history of working in a combination paid-on-call and career fire/EMS department.
- A valid Wisconsin motor vehicle operator's license.
- CPR certification required.
- Considerable knowledge in public safety administration, budgeting, employee relations, contract negotiations, records systems, public relations, and excellent interpersonal skills.
- Wisconsin State Fire Officer I Certification or IFSAC / ProBoard equivalent.
- Wisconsin State Fire Instructor I Certification or IFSAC / ProBoard equivalent.
- Wisconsin State Fire Inspector I Certification or IFSAC / ProBoard equivalent.

- Significant emergency management background with accelerated National Incident Management System (NIMS) training and experience (ICS100, ICS200, ICS300, ICS400, IS700, IS800 preferred).
- Continuous personal education and proficiency enhancement.
- Minimum EMS certification at the EMT-B level.

Hartwick moved, seconded by Schultz to approve the minimum training and experience required to perform job functions as discussed. Motion carried unanimously.

**5. ADJOURNMENT**

Schultz moved, seconded by Hartwick to adjourn. Meeting adjourned at 4:34 pm.

Respectfully submitted  
Courtney Thom  
City Deputy Clerk



# Permit Report

07/01/2023 - 07/31/2023

Permit Date	Permit #	Permit Location	Owner Name	Permit Type	Permit Description	Estimated Project Cost	Total Fees
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## Group:

7/10/2023	23401	1125 Whitewater Ave	Guanajuato Produce		Replacing sign face on existing pole sign	1,000	\$90.00
							<b>\$90.00</b>

Group Total: 1

## Group: Add/Alter Commercial

7/1/2023	23355	611 E Sherman Ave	Fort Healthcare	Add/Alter Commercial	Demolition and Expansion of north parking lot at Fort Memorial Hospital	1,856,446	\$1,885.00
							<b>\$1,885.00</b>

Group Total: 1

## Group: Commercial/ Industrial

7/13/2023	23413	1205 Industrial Dr.	Joe Salamone	Commercial/ Industrial	New multi unit storage building	80,000	\$1,905.00
							<b>\$1,905.00</b>

Group Total: 1

## Group: Deck

7/11/2023	23405	513 S Main	Cody Freidel	Deck	Replacing and expanding existing deck	2,200	\$110.50
							<b>\$110.50</b>

Group Total: 1

## Group: Demo/Raze

7/18/2023	23418	720 Messmer St	RTLE Properties LLC	Demo/Raze	Remove existing home	12,000	\$85.00
							<b>\$85.00</b>

Group Total: 1

## Group: Electrical

7/27/2023	23439		Cristine Trieloff	Electrical	roof mounted solar array	43,430	
7/26/2023	23438	211 Talcott Ave	Matthew metzger	Electrical	Front porch enclosure	8,000	\$38.75
7/26/2023	23437	414 Hillcrest Dr	KIMBERLY LOKER	Electrical	BATHROOM REMODEL, 10 OPENINGS. ADDING SUB-PANEL	1,000	\$67.50
7/25/2023	23432	626 Lexington Blvd	Ben Kraus	Electrical	Dual meter, one production one main	13,791	\$260.00
7/24/2023	23428	1639 Montclair Pl	Todd Wileman - Roxolid Creations LLC	Electrical	Temp Electrical Service/New House Construction	400,000	\$70.00
7/24/2023	23427	703 East St	Pat Heffron	Electrical	Service Upgrade overhead	3,000	\$70.00
7/19/2023	23423	1255 Talcott	Trent Erdman	Electrical	Egress Lighting Improvements/ Stoves/ Fire Alarm System Improvements	47,250	\$156.50
7/19/2023	23422	514 Van Buren St	W & J Rentals LLC	Electrical	2 a/c units for residential duplex	1,000	\$105.00
7/12/2023	23406	1265 Elsie St	Taylor Smithyman	Electrical	Electric for New Patio and Hot Tub	3,000	\$40.00
7/10/2023	23399	1258 Sioux Tr.	Josh Mohoney	Electrical	New AC circuit	0	\$45.00
7/6/2023	23394		LSM Fort Atkinson LLC	Electrical	(2) basement offices remodel	5,000	\$56.00
7/5/2023	23391	1750 Janesville Ave	Dish Wireless	Electrical	Collocating on an existing tower at address 1750 Janesville Ave on same parcel of listed property adding meter to open socket	30,000	\$70.00
							<b>\$978.75</b>

**Group Total: 12**

**Group: Erosion Control**

7/1/2023	23363	611 E Sherman Ave	Fort Health Care	Erosion Control	Demolition and Expansion of FHC North parking lot	1,032,959	\$125.00
							<b>\$125.00</b>

**Group Total: 1**

**Group: Fence**

7/25/2023	23433	1255 Talcott St	Christine Hansen	Fence	Replacing chain link fencing	10,000	\$85.00
7/19/2023	23421	624 Oak St.	Jesse Riedl	Fence	Removal of existing chain link fence, Install new chain link fence.	15,000	\$85.00
7/17/2023	23416	509 E Sherman Ave	David Guttenberg	Fence	Fence Addition	675	\$85.00
							<b>\$255.00</b>

**Group Total: 3**

**Group: HVAC**

7/17/2023	23417	1509 Agnes Rd	Brandon Hans	HVAC	Replace Furnace and AC	0	\$105.00
7/13/2023	23414	1258 Sioux Tr	Josh Mahoney	HVAC	Replacing AC Unit	6,948	\$70.00
7/13/2023	23412	615 Roosevelt St	Terese & David Block	HVAC	Furnace and AC 2-Ton Replacement like for like	13,253	\$105.00
7/5/2023	23390	210 Heritage Dr.	JT Developers and Construction	HVAC	New HVAC for condo, 210 only	0	\$217.40
							<b>\$497.40</b>

**Group Total: 4**

**Group: Plumbing**

7/30/2023	23440	1008 W Blackhawk Dr	Pinnacle Assisted Living	Plumbing	replace mixer valve and replace shower stall	5,897	\$41.00
7/19/2023	23420	814 Riverside Dr	MARK KUNHKE	Plumbing	BASEMENT REMODEL	10,500	\$65.00
7/18/2023	23419	615 Roosevelt St.	David Block	Plumbing	Remodel Basement	9,700	\$65.00

					Bathroom . Includes Toilet / Shower / Sink / Floor Drain / Washbox / Replace current waterheater with New		
7/11/2023	23403	109 Robert St.	Serv Pro - Michaels	Plumbing	Kitchen/Bath Repipe	2,988	\$65.00
							<b>\$236.00</b>

**Group Total: 4**

**Group: Pool/Hot Tub**

7/21/2023	23425	1000 Pawnee Ct	Kory Knickwrehm	Pool/Hot Tub	New Above Ground Pool	10,000	\$95.00
7/12/2023	23407	1409 Greene St	Ben Dauck	Pool/Hot Tub	installing new inground pool in the backyard	100,000	\$70.00
							<b>\$165.00</b>

**Group Total: 2**

**Group: Right of Way Opening Permit**

7/26/2023	23436	405 Grove St.		Right of Way Opening Permit	Curb replacement	0	\$50.00
7/26/2023	23435	334 Jackson St.		Right of Way Opening Permit	Driveway apron and 2 sidewalk squares	0	\$50.00
7/25/2023	23430	611 Sherman Ave	Fort Healthcare	Right of Way Opening Permit	Moving Electric in the ROW WR 4888912	0	\$50.00
7/25/2023	23429	Fort Memorial Hopsital North to Fort Atkinson Health Care Center	Fort Memorial Hospital	Right of Way Opening Permit	Directional Boring in the East ROW for Fort Memorial Hopsital North to Fort Atkinson Health Care Center	10	
7/21/2023	23426	720 Messmer St	RTLE Properties	Right of Way Opening Permit	Gas Retirement	0	\$50.00
7/10/2023	23400	1425 Janesville Ave	Cube smart	Right of Way Opening Permit	Apron, curb, and gutter replacement	660	\$50.00

7/10/2023	23398	1009 W Blackhawk Dr	Sheila Smith	Right of Way Opening Permit	driveway and approach	0	\$50.00
7/7/2023	23396	1200 Industrial Drive	OSI Industries LLC	Right of Way Opening Permit	Fiber Installation	100	\$50.00
7/6/2023	23395	312 Lincoln Street	Robert Poole	Right of Way Opening Permit	driveway apron	0	\$50.00
7/1/2023	23362	611 Sherman Ave, Fort Atkinson, WI 53538	Fort Health Care	Right of Way Opening Permit	For the road encroachment of temporary fencing and barricades along the east and west entrances of the Fort Health Care north lot expansion project	15,000	\$50.00
							<b>\$450.00</b>

**Group Total: 10**

**Group: Single Family Alteration/Addition**

7/25/2023	23431	626 Lexington Blvd	Ben Kraus	Single Family Alteration/Addition	solar Array on roof	13,791	\$35.00
7/20/2023	23424	211 Talcott Ave	Aimee Metzger	Single Family Alteration/Addition	Turning front porch into 3 season	2,500	\$59.00
7/16/2023	23415		Peter Ramirez	Single Family Alteration/Addition	Add on existing, updating to bedroom. Laundry room. Bathroom and entrance	18,000	\$147.75
7/12/2023	23411	Lot 4 Fort Healthcare Phase 1 Expansion	Fort Healthcare	Single Family Alteration/Addition	Existing house being moved from 615 N. Fourth St	125,000	\$135.00
7/12/2023	23410	Lot 2 Fort Healthcare Phase 1 Expansion	Fort Healthcare	Single Family Alteration/Addition	Existing house being moved from 609 N. Fourth St	125,000	\$135.00
7/12/2023	23409	Lot 3 Fort Healthcare Phase 1 Expansion	Fort Healthcare	Single Family Alteration/Addition	Existing house being moved from 603 N. Fourth St	125,000	\$135.00

7/12/2023	23408	Lot 5 Fort Healthcare Phase 1 Expansion	Fort Healthcare	Single Family Alteration/Addition	Existing house being moved from 403 McMillen St	125,000	\$283.00
7/11/2023	23404	344 Merchants Ave	Kirk Weckler	Single Family Alteration/Addition	Remodel of kitchen and Two Baths	35,000	\$95.25
7/5/2023	23392	210 Heritage Drive	JT Developers LLC	Single Family Alteration/Addition	Finishing Part of Basement	10,000	\$175.00
							<b>\$1,200.00</b>

**Group Total: 9**

**Group: Zoning**


7/10/2023	23402	Front Yard	Evergreen Cemetery	Zoning	Flag Pole Installation	0	\$25.00
7/5/2023	23393	219 W Sherman Ave	Lindsay Maslowski	Zoning	Remove existing front porch and replace with a smaller front porch.	5,000	\$25.00
							<b>\$50.00</b>

**Group Total: 2**

							<b>\$8,032.65</b>
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**Total Records: 52**

**8/4/2023**



Jedidiah Draeger  
Zoning Administrator/Building Inspector





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

## MEMORANDUM

**DATE:** August 15, 2023

**TO:** Fort Atkinson City Council

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

**RE:** Monthly Report of Licenses and Permits Issued by the City Clerk

The following is a list of the Licenses and Permits issued by the City Clerk for the period of July 18, 2023 through August 15, 2023 per the City of Fort Atkinson Municipal Code of Ordinances. No action is necessary by City Council, as these licenses and permits have already been issued. This report is for informational purposes only.

### BEEKEEPING

None

### OPERATOR

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

Applicant	Place of Employment	Recommended Approval by Fort Atkinson Police Department
Karli Montgomery	Fort 88	Y
Ashlyn Anderson	Country Inn & Suites	Y
Benjamin Buckman	Bienfang's	Y
Dayna Roberts	Bienfang's	Y
Alexa Dahnert	American Legion	Y
Singh Gaganpreet	Handyspot 105	Y
Jennifer Seisser	Bienfangs	Y

### MOBILE MERCHANT

None

### DOOR-TO-DOOR RESIDENTIAL / DIRECT SELLER

Finnegan Crosthwait	Apptive Environmental	Y
Ylber Qerkini	Apptive Environmental	Y
Aron Alvarado	Apptive Environmental	Y
Martin Figueroa	Apptive Environmental	Y
Deven Ritayik	Apptive Environmental	Y
Jeremy Graff	Apptive Environmental	Y
Juan Balderas	Apptive Environmental	Y
Seth Edwards	Apptive Environmental	Y

Nikko Iruguin	Aptive Environmental	Y
Jeremy Harris	Aptive Environmental	Y
Jayse Shaw	Aptive Environmental	Y
Luke Lewis	Aptive Environmental	Y
Edgar Mondragon	Aptive Environmental	Y
Sergio Delgado	Aptive Environmental	Y
Sebastian Narvaez	Aptive Environmental	Y

\*\*The door-to-door permits for Aptive Environmental were revoked on Thursday August 3<sup>rd</sup>, the day after the applicants were provided their permit. Staff received many complaints on aggressive sales tactics, inappropriate comments, not displaying their permit upon requested and visiting Town properties where their permit strictly states they are not allowed.

Deputy Clerk Courtney Thom is taking the lead on reviewing the Ordinance, fees and making sure we continue to allow permits to be issued but also making sure our residents are treated respectfully.



## MEMORANDUM

**DATE:** August 15, 2023

**TO:** Fort Atkinson City Council

**FROM:** Adrian Bump, Chief of Police

**RE:** Third reading and possible action relating to an Ordinance to amend Sections 58-197 and 58-202 of the City of Fort Atkinson Municipal Code relating to curfews for minors

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### BACKGROUND

The purpose of this memo is to serve as background on the drafted changes to the curfew ordinance. The changes to the curfew ordinance are specific to sections 58-197 Hours Established and 58-202 Penalties. Changes in these 2 sections are focused on modernizing the ordinance so it is more consistent with other Wisconsin communities and more efficient and functional in its application by officers.

### DISCUSSION

#### 58-197 Hours Established

The current ordinance separates juveniles into two different groups. 13 years of age and under and then 14-17 years of age. The two age groups have different time restrictions and the language within each category is inconsistent.

Redrafting the Hours established section and joining all juveniles under one requirement will allow the ordinance to be more consistent in its understanding and application. This will be of value for parents who use the ordinance as guidance for their children and for the officers who apply the ordinance when necessary.

#### 58-202 Penalties

The Penalties section has a few areas that require attention. Its current language restricts officer discretion, requires transport of the juvenile to the police station before release and lastly doesn't allow for parental infractions until a 3<sup>rd</sup> violation occurs.

### Discretion

Enforcement of City Ordinances works best when they are applied by an officer who uses discretion. Not every violation requires a citation or arrest to gain compliance and for people to learn from their mistakes. Additionally, not every violation requires officers to give a warning. There are many occasions where officers need the ability to issue a citation based on the factors before them in each unique situation. Law enforcement's goal is to address issues and

change behavior for the better. The current ordinance requires all first violations to be handled with a warning. The ordinance also requires that on the 2<sup>nd</sup> and subsequent violations an officer “shall” issue a citation. This results in taking away officer discretion in every situation no matter the circumstances.

By redrafting this ordinance in a way that better utilizes the word “shall” we incorporate officer discretion that can be used at any level or step within the process and have an ordinance that allows discretionary enforcement that will be of value for the community.

### **Transport to Station**

The ordinance as written requires that every time we have a curfew violation, the juvenile must be taken into custody, transported to the police department, and then released to the parent. It is vital that officer time is utilized in the most efficient manner possible. We continue to struggle with manpower availability and this ordinance requires actions that can extend the call unnecessarily. There are many occasions where an officer is dealing with a curfew violation, and they can more easily transport the child home and make parental contact immediately or have the parent respond to the scene to take custody of their child.

Cleaning up this language in the ordinance will allow us to align with best practices and reduce unnecessary time to release the juvenile to a parent or guardian.

### **Parental Infractions**

When dealing with juveniles, one of the best tools we have is parents. However, not all parents are created equal. For every strong involved parent, there is another parent who is uninvolved, unsupportive, and struggling to parent their child. It is important to have a curfew ordinance that can be used to hold parents accountable for their actions or lack of action. It is also important to compel action, support, and involvement earlier for those who need additional motivation to accept that role and responsibility.

The current ordinance has a parental violation component, however it is very late in the escalation of violations and is often too little too late. The parental violation section is also written with the word “shall”. Again, we want to use the parental violation under officer discretion so we can utilize it to change behavior and address issues when it is appropriate based on the factors of each specific situation.

### **COMMUNITY IMPACT**

The impact and final goals are to improve officer time and efficiency, allow for officer discretion at all levels of curfew violations and provide for a more easily understood ordinance for all citizens and officers. Additionally, we want to decrease youth curfew violations while increasing parental involvement to reduce and/or eliminate repeat offenses.

### **RECOMMENDATION**

The Ordinance Committee reviewed this Ordinance at the meeting on July 6, 2023 and recommended that the City Council perform three readings and then adopt the ordinance

amendments. The City Council performed a first reading at the meeting on July 18 and the second reading on August 1.

Staff recommends that the City Council preform the third reading and adopt the ordinance.

**ATTACHMENTS**

Division 3. – Curfew (from Code of General Ordinances); Draft Ordinance Curfew Ordinance Amendments (redline)

### ***DIVISION 3. CURFEW***

#### **Sec. 58-196. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Guardian* means any person appointed through the legal proper channels required by law as having the care and custody of a minor.

*Juvenile* means any person who comes under the jurisdiction of the juvenile court, which legally means any person under 18 years of age.

*Loiter* means to remain idle or stand around, wander, saunter, stroll, play in or upon, or lag behind.

*Minor* means any person under the age of 18.

*Other adult person* means a person having legal care and custody by due process of law.

*Parent* means any natural parent of a minor, or a parent through adoption by law, 18 years of age or over.

*Place open to the public* means any privately owned place of business carried on for profit or any place of amusement or entertainment to which the public is invited.

*Prima facie evidence* means a fact presumed to be true unless disproved by some evidence to the contrary.

*Public place* means any public street, highway, road, river, alley, park, schoolground, playground, dock, public building or vacant lot.

*Vehicle* means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway.

(Code 1969, § 22.01(H))

Cross reference(s)—Definitions generally, § 1-2.

#### **Sec. 58-197. Hours established.**

- (a) It shall be unlawful for any person 13 years of age or under to be on foot, bicycle or in any type of vehicle on any public street, avenue, alley, park, school grounds or other public place in the city between the hours of 10:00 p.m. and 5:00 a.m. Sunday through Thursday and 11:00 p.m. and 4:00 a.m. on Friday and Saturday.
- (b) It shall be unlawful for any person 14 through 17 years of age to loiter, loaf or idle on foot, bicycle or in any type of vehicle on any public street, avenue, alley, park, school ground or other public place in the city between the hours of 11:00 p.m. and 5:00 a.m. Sunday through Thursday and 12:00 midnight and 5:00 a.m. Friday and Saturday.

(Code 1969, § 22.01(A), (B))

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## **Sec. 58-198. Defenses.**

It is a defense to prosecution under section 58-197 that the minor was:

- (1) Accompanied by the minor's parent or guardian;
- (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
- (3) In a motor vehicle involved in interstate travel;
- (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
- (5) Involved in an emergency;
- (6) On the sidewalk abutting the minor's residence or abutting the residence of a next door neighbor if the neighbor did not complain to the police department about the minor's presence;
- (7) Attending an official school, religious or other recreational activity supervised by adults and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious or other recreational activity supervised by adults and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor;
- (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
- (9) Married or had been married or had disabilities of minority removed.

(Code 1969, § 22.01(A)—(C))

## **Sec. 58-199. Responsibility of parents.**

It shall be unlawful for any parent, guardian or other person having the lawful care, custody and control of any person under the age of 18 years to allow or permit such person to violate the provisions of section 58-197.

(Code 1969, § 22.01(D))

## **Sec. 58-200. Responsibility of owners of businesses.**

- (a) It shall be unlawful for any person operating or in charge of any place of amusement, entertainment, refreshment or other place of business to permit any minor under the age of 18 years to loiter, loaf or idle in such place during the hours prohibited by this division.
- (b) Whenever the owner or person in charge of or in control of any place of amusement, entertainment, refreshment or other place of business, during the hours prohibited by this division, shall find persons under the age of 18 years loitering, loafing or idling in such place of business, he/she shall immediately order such person to leave; and if such person refuses to leave the place of business, the operator shall immediately notify the police department and inform them of the violation.

(Code 1969, § 22.01(E))

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### **Sec. 58-201. Arrest powers of police.**

Any member of the police force is authorized to arrest, with or without warrant, any person or persons violating the provisions of any of sections 58-197—58-200, and any child unaccompanied by a parent, guardian or other adult person having the lawful care and custody of the minor child.

(Code 1969, § 22.01(F))

### **Sec. 58-202. Penalties.**

(a) *Procedure.*

(1) *First violation.* Any person found violating the provisions of section 58-197 shall be taken to the police station where a written record shall be made, and the minor shall be released to his/her parents or guardian at the police station.

(2) *Second violation.*

a. Any person found violating the provisions of section 58-197 for a second time shall be taken to the police station, where a written record shall be made; and the minor shall be released to his/her parents or guardian at the police station.

b. Any person found violating the provisions of subsection 58-197(b) shall be issued a municipal citation.

(3) *Third violation.*

a. Any person found violating the provisions of section 58-197 for a third time shall be taken to the police station, where a written record shall be made; and the minor shall be released to his/her parents or guardian at the police station.

b. Any person found violating the provisions of subsection 58-197(b) shall be issued a municipal citation.

c. Any person found violating the provisions of section 58-199 shall be issued a municipal citation.

(b) *Penalties.* Any person violating the provisions of this division shall be fined not less than \$25.00, nor more than \$100.00 and the costs of prosecution.

(Code 1969, § 22.01(G))

### **Secs. 58-203—58-222. Reserved.**



ORDINANCE NO. \_\_\_\_

AN ORDINANCE  
TO AMEND SECTIONS 58-197 AND 58-202 OF THE CITY OF FORT ATKINSON MUNICIPAL CODE  
RELATING TO CURFEWS FOR MINORS

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

**Section 1.** Section 58-197 of the City of Fort Atkinson Municipal Code is hereby amended to read as follows:

"Sec. 58-197. – Hours established.

(a) It shall be unlawful for any person under the age of 18 years to loiter, loaf or idle on foot~~13 years of age or under to be on foot~~, bicycle or in any type of vehicle on any public street, avenue, alley, park, school grounds or other public place in the city between the hours of 11:00 p.m. and 5:00 a.m. Sunday through Thursday and 12:00 midnight~~11:00 p.m. and 5:00 a.m. on Friday and Saturday.~~

~~(b) It shall be unlawful for any person 14 through 17 years of age to loiter, loaf, idle on foot, bicycle or in any type of vehicle on any public street, avenue, alley, park, school grounds or other public place in the city between the hours of 11:00 p.m. and 5:00 a.m. Sunday through Thursday and 12:00 midnight and 5:00 a.m. Friday and Saturday.~~

(Code 1969, §22.01(A), (B))"

**Section 2.** Section 58-202 of the City of Fort Atkinson Municipal Code is hereby amended to read as follows:

"Sec. 58-202. – Penalties.

(a) *Procedure.*

(1) *First violation.* Any person found violating the provisions of section 58-197 shall be subject to a penalty not less than \$25.00, nor more than \$100.00 and the costs of prosecution. ~~taken to the police station where a written record shall be made, and the minor shall be released to his/her parents or guardian at the police station.~~

(2) *Second and Subsequent violations.*

a. Any person found violating the provisions of section 58-197 for ~~a second~~ and subsequent offenses shall be subject to a penalty not less than \$25.00, nor more than \$150.00 and costs of prosecution. ~~time shall be taken to the police station, where a written record shall be made; and the minor shall be released to his/her parents or guardian at the police station.~~

- b. Any parent or guardian found violating the provisions of Section 58-199 shall be subject to a penalty of not less than \$25.00, nor more than \$150.00 and the costs of prosecution. ~~person found violating the provisions of subsection 58-197(b) shall be issued a municipal citation.~~

~~(3) Third violation.~~

- a. ~~Any person found violating the provisions of section 58-197 for a third time shall be taken to the police station, where a written record shall be made; and the minor shall be released to his/her parents or guardian at the police station.~~
- b. ~~Any person found violating the provisions of subsection 58-197(b) shall be issued a municipal citation.~~
- c. ~~Any person found violating the provisions of section 58-199 shall be issued a municipal citation.~~

~~(b) Penalties. Any person violating the provisions of this division shall be fined not less than \$25.00, nor more than \$100.00 and the costs of prosecution.~~

(Code 1969, § 22.01(G))”

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

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

**Fort Atkinson City Council**

\_\_\_\_\_  
**Bruce Johnson, President**

ATTEST:

\_\_\_\_\_  
Michelle Ebbert, City Clerk/Treasurer/Finance Director

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE  
TO AMEND SECTIONS 58-197 AND 58-202 OF THE CITY OF FORT ATKINSON MUNICIPAL CODE  
RELATING TO CURFEWS FOR MINORS**

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

**Section 1.** Section 58-197 of the City of Fort Atkinson Municipal Code is hereby amended to read as follows:

“Sec. 58-197. – Hours established.

(a) It shall be unlawful for any person under the age of 18 years to loiter, loaf or idle on foot, bicycle or in any type of vehicle on any public street, avenue, alley, park, school ground or other public place in the city between the hours of 11:00 p.m. and 5:00 a.m. Sunday through Thursday and 12:00 midnight and 5:00 a.m. on Friday and Saturday.  
(Code 1969, §22.01(A), (B))”

**Section 2.** Section 58-202 of the City of Fort Atkinson Municipal Code is hereby amended to read as follows:

“Sec. 58-202. – Penalties.

(a) *Procedure.*

(1) *First violation.* Any person found violating the provisions of section 58-197 shall be subject to a penalty not less than \$25.00, nor more than \$100.00 and the costs of prosecution.

(2) *Second and Subsequent violations.*

- a. Any person found violating the provisions of section 58-197 for second and subsequent offenses shall be subject to a penalty not less than \$25.00, nor more than \$150.00 and costs of prosecution.
- b. Any parent or guardian found violating the provisions of Section 58-199 shall be subject to a penalty of not less than \$25.00, nor more than \$150.00 and the costs of prosecution..

(Code 1969, § 22.01(G))”

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

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

**Fort Atkinson City Council**

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**Bruce Johnson, President**

ATTEST:

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Michelle Ebbert, City Clerk/Treasurer/Finance Director



## MEMORANDUM

**DATE:** August 15, 2023

**TO:** Fort Atkinson City Council

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

**RE:** Third reading and possible action relating to an Ordinance relating to hours of operation for the Municipal Building

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### BACKGROUND

The City of Fort Atkinson Code of Ordinance Sec. 2-1. outlines the **hours for municipal building**. It reads: *After January 4, 1994, business hours for the municipal building shall be from 8:00 am to 5:00 pm; except that summer hours, beginning the first Monday in June and ending the Friday before Labor Day, shall be 8:00 am to 4:30 pm.*

Staff unsuccessfully researched history that led to the purpose of creating an ordinance directing hours for the municipal building. This ordinance only applies to the municipal building. It seems that summer hours began in 1994, and at that time, Staff and Council felt it was necessary to establish an ordinance versus establishing building hours that were set by Management and/or City Council.

### DISCUSSION

The Clerk/Treasurer/Finance Department and Parks & Recreation Department adhere to the hours established by the Ordinance as there are several staff members within the departments. The Engineering Department, Building Inspector, City Manager, Clerk of Courts are able to adjust their hours as needed as these positions are more specialized and singular in nature.

During the "winter hours," the municipal building is open 8:00 am to 5:00 pm, with a 1-hour staff lunch. The Parks & Recreation office closes during the lunch hour, but the Clerk's office does not. During "summer hours," the municipal building is open from 8:30 a.m. to 4:30 p.m. Staff generally take a 30-minute lunch break. The Management Team is generally flexible and can accommodate needs for appointments while retaining appropriate office coverage.

With the advancement of technology, the City has been able to offer more services more efficiently to our community through the City's website. Examples include: accepting debit/credit cards for utility bill payments (currently 1,568 utility customers using Xpress Bill Pay); online applications and payments for Park & Recreation programming and rentals; online payment of municipal court citations; and most recently online applications and payments for

building permits. These conveniences, along with the Covid-19 pandemic, have generally decreased foot traffic in the municipal building.

Staff reviewed other municipal building office hours in the area for additional information:

- City of Milton: Monday-Thursday 8:00 am to 4:30 pm; Friday 8:00 am to 12:00 pm
- City of Jefferson: Monday-Friday 8:00 am to 5:00 pm
- City of Watertown: Monday-Friday 8:00 am to 4:30 pm
- City of Lake Mills: Monday-Friday 8:00 am to 5:00 pm
- City of Whitewater: Monday-Friday 8:00 am to 4:30 pm
- City of Beaver Dam: Monday-Friday 7:30 am to 4:00 pm
- City of Stoughton: Monday-Friday 8:00 am to 4:00 pm
- City of Edgerton: Monday-Friday 7:30 am to 4:00 pm
- City of Oconomowoc: Monday-Friday 7:30 am to 4:30 pm
- Village of Cottage Grove: Monday-Thursday 8:00 am to 4:30 pm; Friday 8:00 am to 2:00 pm
- Village of Johnson Creek: Monday-Friday 8:00 am to 4:00 pm

### **FINANCIAL ANALYSIS**

Staff does not feel that changing office hours will have a negative financial impact on the City's budget, nor a negative impact on residents, visitors, and guests. Staff have requested this change to increase employee satisfaction.

### **RECOMMENDATION**

The Ordinance Committee reviewed and discussed the possibility of removing the municipal building hours from the City's Code of General Ordinance at the meeting on July 6<sup>th</sup>. The Committee recommended that staff prepare an Ordinance doing the same for City Council review. The City Council reviewed and performed a first reading of this ordinance amendment at the meeting on July 18, 2023. The second reading was performed by City Council August 1, 2023.

Staff recommends that the City Council perform the third reading and adopt the ordinance repealing Section 2-1 of the Municipal Code relating to hours for municipal building.

Note that, upon repeal, the current "summer hours" at the Municipal Building of 8:00 a.m. to 4:30 p.m. would remain in effect throughout the year. In the future, any permanent changes to hours of operation at the Municipal Building would be done through a policy with City Council approval. The City Manager would retain the authority to temporarily close the building due to inclement weather or other emergency situations.

### **ATTACHMENTS**

Section 2-1: Hours for municipal building.; Draft Ordinance repealing Section 2-1 of the Municipal Code

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**Sec. 2-1. Hours for municipal building.**

After January 4, 1994, business hours for the municipal building shall be from 8:00 a.m. to 5:00 p.m.; except that summer hours, beginning the first Monday in June and ending the Friday before Labor Day, shall be from 8:00 a.m. to 4:30 p.m.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE  
TO REPEAL SECTION 2-1 OF THE CITY OF FORT ATKINSON MUNICIPAL CODE  
RELATING TO HOURS FOR MUNICIPAL BUILDING**

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

**Section 1.** Section 2-1 of the City of Fort Atkinson Municipal Code is hereby repealed as follows:

“Sec. 2-1. – ~~Reserved~~Hours for municipal building.

~~After January 4, 1994, business hours for the municipal building shall be from 8:00 a.m. to 5:00 p.m.; except that summer hours, beginning the first Monday in June and ending the Friday before Labor Day, shall be from 8:00 a.m. to 4:30 p.m.”~~

**Section 2.** This ordinance shall take effect starting upon passage, posting, or publication as provided by law.

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

**Fort Atkinson City Council**

\_\_\_\_\_  
**Bruce Johnson, President**

ATTEST:

\_\_\_\_\_  
Michelle Ebbert, City Clerk/Treasurer/Finance Director



ORDINANCE NO. \_\_\_\_

**AN ORDINANCE  
TO REPEAL SECTION 2-1 OF THE CITY OF FORT ATKINSON MUNICIPAL CODE  
RELATING TO HOURS FOR MUNICIPAL BUILDING**

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

**Section 1.** Section 2-1 of the City of Fort Atkinson Municipal Code is hereby repealed as follows:

“Sec. 2-1. – Reserved.”

**Section 2.** This ordinance shall take effect starting upon passage, posting, or publication as provided by law.

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

**Fort Atkinson City Council**

\_\_\_\_\_  
**Bruce Johnson, President**

ATTEST:

\_\_\_\_\_  
Michelle Ebbert, City Clerk/Treasurer/Finance Director



## MEMORANDUM

**DATE:** August 15, 2023

**TO:** Fort Atkinson City Council

**FROM:** Paul Christensen, Wastewater Superintendent

**RE:** Review and possible action related to Replacement of Digester Blowers #1 and #2 Variable Frequency Drives for the Wastewater Treatment Facility

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### BACKGROUND

The aerobic digesters use compressed air as an oxygen source to support biological activity in the treatment process. Air is supplied by a positive displacement blower. Each digester blower is speed-controlled using a variable frequency drive (VFD). The VFD's for blowers #1 and #2 were purchased in 1999 and 2000.

### DISCUSSION

In December 2022 the VFD for blower #3 failed. That VFD was purchased in 2001. The replacement was ordered on December 5, 2022, and is expected to arrive within 2 weeks. L.W. Allen/Altronex is the sole process control and SCADA equipment supplier to the Wastewater Utility. The City uses L.W. Allen/Altronex ("LW Allen") as the supplier, and the company gathers proposals from manufacturers for these VFDs and similarly-integrated equipment for the SCADA system.

The City ordered an Allen-Bradley VFD for blower #3 through LW Allen in December 2022 as an emergency purchase, with Council approval in January 2023. On July 3<sup>rd</sup>, Allen-Bradley notified LW Allen that delivery would now be February 2024. Due to the necessity of this equipment, LW Allen investigated options from other manufacturers for a quicker delivery. LW Allen found that ABB could now provide a replacement in 4-6 weeks. As such, the order was switched to an ABB ASC 580 VFD.

Because of the critical nature of the aerobic digestion process and due to the age of the VFDs for blowers #1 and #2, LW Allen recommended that the City replace these VFDs at this time in case of failure.

### FINANCIAL ANALYSIS

The options for purchasing these replacements is limited by delivery time. ABB has provided a 4-6 week delivery window and has been delivering on time. Allen-Bradley and Eaton are quoting 8-14 months.

In the January 17, 2023, memo to the City Council regarding the purchase of the replacement VFD for blower #3, staff received the following pricing options from L.W. Allen/Altronex:

<i>150 HP Allen-Bradley Powerflex 753, 22-24 Week Delivery</i>	<i>\$24,380</i>
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<i>150 HP ABB ASC 580, 25-30 Week Delivery</i>	<i>\$26,600</i>
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<i>150 HP Eaton DG1, 48 Week Delivery</i>	<i>\$21,800</i>
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As mentioned previously, delivery times have changed drastically since that time. Eaton and Allen-Bradley are now 8-14 months, but ABB has dropped to a 4-6 week delivery. Staff received a proposal from LW Allen for two ABB ASC 580 VFDs including installation as follows:

LW Allen 150 HP ABB ASC 580 (2 Units), 4-6 week delivery	\$53,560.00
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LW Allen has offered savings on the cost of installation based on work that staff completes ahead of their installation as well as help staff provides during the installation. Final labor charges will be adjusted based on actual time spent. Note that, if approved by the City Council, the City is contracting with LW Allen, who will secure the VFDs from ABB.

#### **RECOMMENDATION**

Staff recommends the purchase and installation of 2 ABB 150 HP ASC 580 VFDs through LW Allen for the total cost not to exceed \$53,560.00. Funding will come from the Wastewater Utility Equipment Replacement funds (02-00-1001-2500).

#### **ATTACHMENTS**

L.W. Allen/Altronex Proposal



Name	Customer	Proposal#	Due/Bid Date
Fort Atkinson, WI - WWTP - Digester Blowers No.1 and No.2 VFDs	Fort Atkinson, WI - WWTP	20232687	7/4/2023, 12:34 PM

**Scope**

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

**Replace Digester Blowers No.1 and 2 VFDs  
(This VFD has a 4-6 week factory lead time)**

- 150 HP (Constant torque also known as Heavy Duty) ABB ASC580 VFD
- Includes keypad and necessary I/O modules

**Services:**

1. Installation and programming of the drive (reuse the existing harmonic filter)
2. Startup and Commissioning
3. Warranty (1 year)

**Clarifications:**

1. The existing flexible conduits and wiring to and from the existing VFD are to be reused, if new conduits and or wiring are required at the time of installation the customer will be invoiced for the additional materials.

**Items specifically not included in this proposal**

1. Sales or use tax
2. Performance, payment, or equipment bond of any kind

**Proposal Amount \$ 53,560.00 USD****Freight Terms: FOB Origin, Freight Prepaid and Add**

Respectfully submitted by,

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Print/Type

\_\_\_\_\_  
Official Position

\_\_\_\_\_  
Date



# Standard Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Indemnification and Default:** In addition to all other amounts due hereunder, Buyer shall reimburse SJE in full for all collection costs or charges, including reasonable attorney fees, which SJE may incur in the collection of any past due amounts from Buyer, including applicable interest on overdue accounts. If Buyer is in default under this or any other agreement with SJE, SJE may defer performance hereunder until such default is resolved. SJE shall have no obligation to provide factory startup assistance or factory training (when requested) until all invoices (including retentions) for equipment have been paid in full. Furthermore, SJE shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any Goods, or failure to utilize the Goods properly.

**Warranty and Liability:** During the warranty period, Buyer's exclusive remedy will be either repair or replacement, at the sole discretion of SJE and subject to the Terms and Conditions of any component which proves to be defective due to defective materials or workmanship of SJE.

*SJE DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND SJE SHALL NOT, IN ANY MATTER, BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, OR PENALTIES THAT RESULT FROM A BREACH OF CONTRACT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SJE'S LIABILITY TO BUYER OR ANY OTHER PARTY EXCEED THE LESSER OF (i) THE COST OF REMEDIATING ANY DEFECT OR DEFICIENCY IN THE PERFORMANCE OF SJE HEREUNDER OR (ii) THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH THE CLAIM IS MADE.*

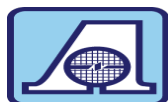
*ANY ELECTRICAL WIRING AND SERVICING OF THE GOODS MUST BE PERFORMED BY A LICENSED ELECTRICIAN. WARRANTY CLAIMS FOR GOODS WHICH WERE AT ANY TIME WIRED OR SERVICED BY ANYONE OTHER THAN A LICENSED ELECTRICIAN SHALL NOT BE HONORED IN WHOLE OR PART BY SJE.*

*Furthermore, this warranty shall not apply to: (a) damage due to any weather-related or other conditions beyond the control of SJE; (b) defects or malfunctions resulting from the Goods not installed, operated, or maintained in accordance with instructions provided, applicable local codes, ordinances, or accepted trade practices; (c) failures resulting from abuse, misuse, accident, or negligence; or (d) Goods repaired and/or modified without prior written authorization from SJE.*

*Some states do not allow limitations on implied warranty duration, as such, this limitation may not apply to Buyer. Some states do not allow the exclusion or limitation of incidental or consequential damages, as such, these limitations or exclusions may not apply to Buyer. The above-described warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.*

**TO OBTAIN WARRANTY SERVICE:** Buyer shall assume all responsibility and expense for removal, reinstallation, and freight associated with any warranty service. Any Goods to be repaired or replaced under this warranty must be returned to SJE, or such place as designated by SJE. Buyer can contact SJE Service Center at 218-847-1317 or toll free at 888-342-5753 for an RMA on any Goods being submitted for a warranty claim.

**Applicable Law and Forum:** Any disputes between Buyer and SJE shall be venued in Becker County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.





## MEMORANDUM

**DATE:** August 15, 2023

**TO:** Fort Atkinson City Council

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

**RE:** Review and possible action relating to a contract with Trilogy Consulting LLC for consulting services relating to the Wastewater Utility, Water Utility, and Stormwater Utility

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### BACKGROUND

Trilogy Consulting LLC is a municipal utility advisement firm that specializes in helping municipal utilities (stormwater, water, and wastewater) develop rate structures, forecast operating and CIP budget impacts on rate structures, and perform financial modeling to ensure solid fiscal forecasting. Trilogy Consulting was last engaged by the City in 2020 and helped with the successful examination of Wastewater rates to accommodate the \$13M in upgrades to the Wastewater Treatment Facility, and also aided in the successful request to the PSC for an increase in rates to provide dedicated funds for water main replacement, one of only 3 communities in the state to accomplish such.

### DISCUSSION

City staff have been well served by their counsel and would like to engage their services again to answer questions related to all three of our utilities as we continue to navigate various capital and budgetary expenses and the associated impact on rates. The attached scoping letter provides more detail on the initial scope of services. This contract is open and may have tasks added to it as additional needs arise. Staff seeks to develop a long-term relationship with Trilogy, similar to what we have with long-term auditors Baker Tilly and financial advisors at Baird. Staff will provide an update on contract progress and billing to Council at regular intervals.

### FINANCIAL ANALYSIS

Each Utility will bear the cost of their respective portion of the Trilogy Consulting invoice. To begin, we have indicated a cap of \$7500 per utility on each of the initial questions we are investigating. Tasks may be added to this base contract in writing by the City Engineer/Public Works Director with approval from the City Manager.

Utility	Account Number	Amount
Wastewater Utility	02-82-0831-0200	\$7,500
Water Utility	03-33-0092-3000	\$7,500
Stormwater Utility	10-51-5142-0600	\$7,500

**RECOMMENDATION**

Staff recommends the City Council authorize the City Manager to enter into a contract with Trilogy Consulting per the attached engagement letter and with costs defined in the financial analysis section of this memo.

**ATTACHMENTS**

Trilogy Engagement Letter





July 31, 2023

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

RE: Engagement letter and required disclosures pertaining to consulting services for the water, stormwater, and wastewater utilities.

Dear Mr. Selle:

Trilogy Consulting is pleased to provide the City with this engagement letter to provide consulting services for the City's water, stormwater, and wastewater utilities. Services may include the following as needed and requested for each utility:

1. Water: Review of current rates and planning for scheduled simplified rate increases; review and assistance with PSC reporting.
2. Stormwater: Review of current rates and budget, financial planning, TMDL compliance projects, planning for future borrowing.
3. Wastewater: Review of current rates, review of upcoming PFAS regulations and any needed upgrades, assistance in future utility rates to incorporate future borrowing for collection system and lining projects.

Trilogy Consulting, LLC offers local governments and utilities an objective, independent perspective on planning, administrative and financial issues. Our core services include sewer, stormwater and water user charge rate studies and financial plans; utility customer demand studies; funding for capital improvement plans; economic feasibility studies; ordinance preparation; intergovernmental cooperation studies and agreements; and impact fees and other development fees.

Trilogy was formed in November 2011 and is jointly owned by our principals, Erik Granum and Christine DeMaster. Together, Erik and Christine have 42 years of experience working with many municipalities and utilities on a wide variety of issues related to managing, operating, regulating, and funding local government infrastructure and services, particularly sanitary sewer service, water service and stormwater management.



Trilogy Consulting, as well as each of our principals, is a registered municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board. As registered municipal advisors, we provide independent advice to our client communities regarding potential funding and financial plans.

Trilogy's qualifications and experience includes:

- Preparing dozens of rate studies and financial plans for municipal utilities in Wisconsin, Illinois, and South Dakota.
- Detailed analysis of customer demand data to identify demand patterns for different categories or classes of customers.
- Implementation of a wide variety of water, sewer, and stormwater rate structures.
- Preparing long-range financial plans for utilities that incorporate forecasts of changes in customer demand and expenses, alternative funding plans for capital improvements, existing and recommended cash reserve levels, debt service, and debt coverage, to forecast future rate increases and test the sensitivity of changes in capital financing, customer demand and other variables.
- Christine is a member of the Rates and Charges Committee of the American Water Works Association, and coauthored "Cash Reserve Policy Guidelines", published by AWWA in 2018. A copy of the whitepaper can be found at:
  - <https://www.awwa.org/Portals/0/AWWA/ETS/Resources/awwacashreservepolicynew.pdf?ver=2018-12-17-161414-370>.

A portion of our consulting services related to the City's water, stormwater, and wastewater utility rates and finances may constitute Advice as defined in 17 CFR 240.15Ba1-1(d)(1)(ii) (amended by the Dodd-Frank Act of 2010), specifically any advice regarding the feasibility of issuing municipal securities to finance capital improvements. To the extent that our recommendations constitute Advice, Trilogy may act as a Municipal Advisor to the City in the provision of consulting services.

Regulations for Municipal Advisors require that we provide written documentation of our municipal advisory relationship to the Utility, including the following documentation and disclosures:

1. Trilogy Consulting, LLC is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.

2. The Municipal Securities Rulemaking Board's website address is <http://www.msrb.org>.
3. Posted on the website of the Municipal Securities Rulemaking Board is a Municipal Advisory Client Brochure that describes the protections that may be provided by the MSRB rules, and procedures to file a complaint with the appropriate regulatory authority.
4. Our compensation for services is on an hourly basis at our current rate of \$120 per hour, not to exceed \$7,500 per utility, unless amended by mutual agreement of the City and Trilogy.
5. There are no known material conflicts of interest that would impair Trilogy's ability to provide advice to the City in accordance with the standards of conduct required for a Municipal Advisor.
6. As of the date of this letter, Trilogy has no legal or disciplinary events requested by the Securities and Exchange Commission, as reported on Form MA. An electronic copy of Trilogy's most recent Form MA may be obtained at: <https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001623550&owner=exclude&count=40>
7. Trilogy's municipal advisory relationship with the City for the purposes of these disclosures is limited to consulting with City regarding utility rates, cost of service studies, financial planning and related issues for the water, stormwater, and wastewater utilities, as may be amended by mutual agreement of the City and Trilogy.
8. Our municipal advisory relationship with the City, for the purposes of these disclosures, shall continue unless terminated by the City or Trilogy.

If you have any questions regarding this information and disclosures, please contact me at (262) 470-2277, or [ccramer@trilogy-llc.com](mailto:ccramer@trilogy-llc.com).

Sincerely,



Christine DeMaster, Principal  
Trilogy Consulting, LLC