



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

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, AUGUST 16, 2022 – 7:00 PM
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/5997866403?pwd=alcreldSbGpNUVl1VnR1RWF5bXovdz09>

Meeting ID: 599 786 6403
Passcode: 53538

Dial by Location
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AGENDA

1. **Call meeting to order**
2. **Roll call**
3. **Public Hearings – 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 2, 2022 regular City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)

- b. Review and possible action relating to the **minutes of the August 1, 2022 Finance Committee meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to the **minutes of the August 2, 2022 Finance Committee meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- d. Review and possible action relating to the **minutes of the August 10, 2022 Finance Committee meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- e. Review and possible action relating to **building, plumbing, and electrical permit report for July 2022** (Draeger, Building Inspector/Zoning Administrator)
- f. Review and possible action relating to the City Clerk-issued **License and Permit Report for July 2022** (Ebbert, Clerk/Treasurer/Finance Director)
- g. **City Sewer, Water, and Stormwater Utility Financial Statements** as of July 31, 2022 (Ebbert, Clerk/Treasurer/Finance Director)
- h. Review and possible action relating to the Police Chief's recommendations for **Trick or Treat hours** (10/30/22 1:00–4:00 p.m.) and **Trunk or Treat hours** (10/31/21 6:00–8:00 p.m. at Jones Park) (Bump)
- i. Review and possible action relating to **Special Event: Unity Project Pride Rally**, Saturday October 8, 2022 at Main Street Bridge sidewalk (Ebbert, Clerk/Treasurer/Finance Director)

6. Petitions, Requests, and Communications:

- a. Review and possible action relating to an **Annexation Agreement** by and among the City of Fort Atkinson, Wisconsin and Tip of the Spear, LLC (LeMire City Manager)

7. Resolutions and Ordinances:

- a. Third and final reading of an **Ordinance Annexing** the territory located at W6490 Campus Drive and W6492 Campus Drive to the City of Fort Atkinson (Selle, City Engineer/Director of Public Works)

8. Reports of Officers, Boards, and Committees:

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

9. Unfinished Business – None

10. New Business:

- a. Review and possible action relating to the **State Municipal Agreement** for the Transportation Alternatives Program Projects (Selle, City Engineer/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, 2022

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

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

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, AUGUST 2, 2022 – 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 Attorney, City Engineer, City Clerk/Treasurer, Wastewater Superintendent and Park & Recreation Director.

3. PUBLIC HEARINGS – NONE

4. PUBLIC COMMENT

Jeanne Newbold, 411 McMillen Street. Her property is adjacent to property owned by Fort HealthCare. She has concerns for her property value and the future plans by Fort HealthCare to potentially raze houses and build a parking lot where residential houses exist. Her concerns include safety, drainage and noise.

Peter Olsen, 703 Florence Street. He spoke about the rezoning of properties owned by Fort HealthCare. He asked about water drainage and if it will be diverted to other properties, areas. He asked if property values will decrease due to the drainage.

Elliot Larson, 415 McMillen Street. He shared concerns about his property values in relation to the request to rezone property owned by Fort HealthCare.

5. CONSENT AGENDA:

- a) *Review and possible action relating to the minutes of the July 19, 2022 regular Fort Atkinson City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- b) *Review and possible action relating to the minutes of the July 26, 2022 regular Plan Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*

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

6. PETITIONS, REQUESTS, AND COMMUNICATIONS – NONE

7. RESOLUTIONS AND ORDINANCES:

a) Second reading of an Ordinance Annexing the territory located at W6490 Campus Drive and W6492 Campus Drive to the City of Fort Atkinson (Selle, City Engineer/Director of Public Works)
Engineer Selle introduced the subject properties are located immediately south of the City's property and planned neighborhood along Banker Road. Annexing the subject properties will allow them to be redeveloped in the City on municipal water and sewer and in accordance with the Comprehensive Plan. There is also an opportunity for these parcels to be developed in coordination with the City's planned neighborhood. The City is considering the creation of a Tax Increment District in this area, and including these parcels, this fall. The parcels must be located within the City limits in order to be included in the TID. The applicant has requested that the property be zoned RS-2, Single-family Residential – 2. In the short term, this district allows the continued use of the single-family dwelling on each parcel.

Cm. Hartwick moved, seconded by Cm. Johnson to direct the City Manager to prepare this Ordinance for a third and final reading at the City Council meeting on August 16, 2022. Motion carried.

b) Third and final reading of an Ordinance to amend the Official Zoning Map of the City of Fort Atkinson to change the zoning of the properties located at 603 N. Fourth Street, 609 N. Fourth Street, 615 N. Fourth Street, and 403 McMillen Street, from SR-5, Single-family Residential – 5, to I, Institutional (Selle, City Engineer/Director of Public Works)

Engineer Selle reviewed the past meetings this request was presented at including Plan Commission. Fort Healthcare, Inc. has requested a Zoning Map Amendment for the individual parcels located at 603 N Fourth St, 609 N Fourth St, 615 N Fourth St, and 403 McMillen St. Fort Healthcare is also the current owner of the proposed locations. Any plans for these properties would need to be reviewed by Plan Commission. Residents would be able to attend the meeting and be informed of any development.

Cm. Becker moved, seconded by Cm. Johnson to approve the Ordinance to amend the Official Zoning Map of the City of Fort Atkinson to change the zoning of the properties located at 603 N. Fourth Street, 609 N. Fourth Street, 615 N. Fourth Street, and 403 McMillen Street, from SR-5, Single-family Residential – 5, to I, Institutional. Motion carried.

8. REPORTS OF OFFICERS, BOARDS, AND COMMITTEES:

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

No action required.

9. UNFINISHED BUSINESS – NONE

10. NEW BUSINESS:

a) Review and possible action relating to a request for a Public Monument/Building Review for installation of a fishing boy statue on the Riverwalk (Franseen, Parks & Recreation Director)

Director Franseen shared a request from a donor to install a public art statue with a bronze memorial plaque along the Riverwalk. This type of request requires Plan Commission and City Council review and approval through the Public Monument/Building Review process. One of

the objectives of the Public Monument/Building Review process is to identify and explain the public purpose of a proposed public monument to ensure that it serves the community as a whole, not just an individual or group. The statue will include a memorial to an individual; however, as a piece of public art along the public Riverwalk, it will certainly serve the community as a whole by providing interest and attraction to the Riverwalk.

Cm. Hartwick moved, seconded by Cm. Johnson to approve the request for a Public/Monument Building Review for installation of a fishing boy statue on the Riverwalk at the location outlined in the staff report. Motion carried.

b) Review and possible action related to replacement and update of HVAC controls for the Wastewater Utility main control building at a cost of not more than \$43,952 (Christensen, Wastewater Utility Superintendent)

Superintendent Christensen reviewed the 2022 Wastewater Utility CIP that includes \$52,000 for the replacement and upgrade of the HVAC controls for the main control building. The current controls were installed in 1992 and are no longer supported, or repairable. There are five local control panels for each of the five air handler units (AHU's) in the main control building. Each AHU runs independently, with no unified control and no ability to use a schedule for temperature setbacks for energy efficiency. The upgrade would replace the current control panel for each AHU, and also add a unifying main HVAC control panel that would provide supervisory control of the system. The supervisory control panel would allow access to temperature settings and allow scheduling of temperature settings and setbacks.

Cm. Hartwick moved, seconded by Cm. Becker to approve the replacement and update of HVAC controls for the Wastewater Utility main control building at a cost of not more than \$43,952. 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. ADJOURNMENT

Cm. Hartwick moved, seconded by Cm. Johnson to adjourn. Meeting adjourned at 7:43 pm.

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



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

**FINANCE COMMITTEE MEETING
MONDAY, AUGUST 1, 2022 – 4:00 PM
CITY HALL
SECOND FLOOR CONFERENCE ROOM**

1. **CALL MEETING TO ORDER**

President Scherer called the meeting to order at 4 pm.

2. **ROLL CALL**

Present: Cm. Becker and President Scherer. Also present: City Manager and Police Chief.

3. **THE FINANCE COMMITTEE MAY CONSIDER A MOTION TO CONVENE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(E) TO DEVELOP NEGOTIATING STRATEGIES FOR COLLECTIVE BARGAINING WITH THE FORT ATKINSON PROFESSIONAL POLICE ASSOCIATION**

Cm. Becker moved, seconded by President Scherer to consider a motion to convene in Closed Session pursuant to State Stat. §19.85(1)(e) to develop negotiating strategies for collective bargaining with the Fort Atkinson Professional Police Association. Motion carried. The committee went into closed session at 4:01 p.m.

4. **ADJOURNMENT**

President Scherer moved, seconded by Cm. Becker to adjourn. Meeting adjourned at 4:58 pm

Respectfully submitted
Sarah Weihert
Public Relations Executive Assistant



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

**FINANCE COMMITTEE MEETING
TUESDAY, AUGUST 2, 2022 – 3:30 PM
CITY HALL**

COUNCIL CHAMBERS & SECOND FLOOR CONFERENCE ROOM

1. **CALL MEETING TO ORDER**

President Scherer called the meeting to order at 3:30 pm.

2. **ROLL CALL**

Present: Cm. Becker, Cm. Hartwick and President Scherer. Also present: City Manager and Police Chief.

3. **THE FINANCE COMMITTEE MAY CONSIDER A MOTION TO CONVENE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(E) TO CONDUCT LABOR NEGOTIATIONS WITH THE FORT ATKINSON PROFESSIONAL POLICE ASSOCIATION**

Cm. Hartwick moved, seconded by Cm. Becker to consider a motion to convene in Closed Session pursuant to State Stat. §19.85(1)(e) to conduct labor negotiations with the Fort Atkinson Professional Police Association. Motion carried.

4. **ADJOURNMENT**

President Scherer moved, seconded by Cm. Becker to adjourn. Meeting adjourned at 6:05 pm

Respectfully submitted
Sarah Weihert
Public Relations Executive Assistant



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

**FINANCE COMMITTEE MEETING
TUESDAY, AUGUST 10, 2022 – 8 AM
CITY HALL**

COUNCIL CHAMBERS & SECOND FLOOR CONFERENCE ROOM

1. **CALL MEETING TO ORDER**

President Scherer called the meeting to order at 8 am.

2. **ROLL CALL**

Present: Cm. Becker, Cm. Hartwick and President Scherer. Also present: City Manager and Police Chief.

3. **THE FINANCE COMMITTEE MAY CONSIDER A MOTION TO CONVENE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(E) TO CONDUCT LABOR NEGOTIATIONS WITH THE FORT ATKINSON PROFESSIONAL POLICE ASSOCIATION**

Cm. Becker moved, seconded by Cm. Hartwick to consider a motion to convene in Closed Session pursuant to State Stat. §19.85(1)(e) to conduct labor negotiations with the Fort Atkinson Professional Police Association. Motion carried. Went into closed session at 8 am

4. **ADJOURNMENT**

Cm. Hartwick moved, seconded by Cm. Becker to adjourn. Meeting adjourned at 9:33 am.

Respectfully submitted
Sarah Weihert
Public Relations Executive Assistant



Permit Report

07/01/2022 - 07/31/2022

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

7/12/2022	22324	103 S Main St	Nordic Holdings LLC	Add/Alter Commercial	Interior Alteration	35,000	\$370.00
							\$370.00

Group Total: 1

Group: Deck

7/14/2022	22334	715 Monroe St	Sarah and Dan Michalak	Deck	Adding Railings	2,000	\$30.00
							\$30.00

Group Total: 1

Group: Electrical

7/29/2022	22353	308 W Hilltop Tr	Jeff	Electrical	4 receptacles	0	\$33.00
7/26/2022	22350	103 S Main St	Nordic Holdings	Electrical	New wiring office	0	\$51.25
7/21/2022	22344	820 Banker Rd	Ted Urdahl	Electrical	Service Change	0	\$60.00
7/14/2022	22333	1108 Grant St	Nickolas Gulig	Electrical	wiring for alteration	0	\$52.75
7/12/2022	22328	211 Talcott Ave	Aimee Metzger	Electrical	For AC	0	\$40.00
7/8/2022	22321	506 Hillcrest Dr.	Valeria Santana	Electrical	solar	13,536	\$305.00
7/7/2022	22318	803 Highland Ave.	Enbridge	Electrical	remodel	1,000	\$133.50
7/1/2022	22311	1315 Commonwealth	Tony Gugel	Electrical	basement wiring	0	\$63.75
							\$739.25

Group Total: 8

Group: Fence

7/14/2022	22331	237 E. Highland Ave	John Leum	Fence	Decorative Aluminum Black	8,000	\$55.00
7/14/2022	22330	200 W Cramer St	Kevin Belt	Fence	6' Treated Privacy	3,000	\$55.00

7/12/2022	22326	822 Florence St	Justin Veale	Fence	6ft treated wood	1,000	\$55.00
7/11/2022	22323	502 Grant St.	Marlene Reif	Fence	picket fence in front	6,200	\$55.00
							\$220.00

Group Total: 4

Group: HVAC

7/26/2022	22349	93 N Main St	Covenant LLC	HVAC	New AC unit	0	\$65.00
7/18/2022	22337	1600 Stacey Ln.	Gzim Rexhepi	HVAC	Replace AC	0	\$65.00
7/12/2022	22329	510 Nadig Ct	Rosanna Martinez	HVAC	Replace AC	0	\$65.00
7/12/2022	22327	211 Talcott Ave	Aimee Metzear	HVAC	Replace AC	0	\$65.00
7/1/2022	22306	100 N Main St.	City of Fort Atkinson	HVAC	Replace air handler	0	\$90.00
							\$350.00

Group Total: 5

Group: Plumbing

7/28/2022	22351	1272 Farmco Ln.	Daryl Spoerl	Plumbing	Bathroom	0	\$54.00
7/26/2022	22348	103 S Main St	Nordic Holdings	Plumbing	New ADA Bath	0	\$48.00
7/21/2022	22343	1512 Raveen St.	Jeanne Stark	Plumbing	shower	0	\$36.00
7/21/2022	22342	1510 Rangita St.	Barbara Ketterman	Plumbing	Shower	0	\$36.00
7/21/2022	22341	1518 Agnes Rd	Robert Krentz	Plumbing	new Bathroom in basement	0	\$48.00
7/1/2022	22308	208 Jefferson St.	Bare Properties	Plumbing	renovation	0	\$72.00
							\$294.00

Group Total: 6

Group: Right of Way Opening Permit

7/21/2022	22346	1220 W CRAMER ST		Right of Way Opening Permit	REPLACE DRIVEWAY	0	\$50.00
7/19/2022	22340	404/406 GROVE ST		Right of Way Opening Permit	DRIVEWAY APPROACH	0	\$50.00
7/19/2022	22339	GROVE ST, SPRY AVE, ADRIAN BLVD		Right of Way Opening Permit	MAIN REPLACEMENT	0	\$50.00
7/18/2022	22338	614 CLOUTE ST		Right of Way Opening Permit	REPLACING DRIVEWAY	0	\$50.00

7/8/2022	22320	1220 W CRAMER ST		Right of Way Opening Permit	DRIVEWAY APPROACH REPAIR/REPLACEMENT	0	\$50.00
7/7/2022	22319	1409 STACY LN		Right of Way Opening Permit	REPLACEING BROKEN WATER MAIN LINE	0	
7/7/2022	22317	1951 COMMERCE PRKWY		Right of Way Opening Permit	INSTALLING NEW FIBER OPTIC	0	\$50.00
7/7/2022	22316	1701 MONTCLAIR PL		Right of Way Opening Permit	INSTALL SHORT SIDE GAS SERVICE	0	\$50.00
7/7/2022	22315	1000 HARRIETTE ST		Right of Way Opening Permit	SIDEWALK REPLACEMENT	0	\$50.00
7/5/2022	22314	500 N HIGH ST		Right of Way Opening Permit	INSTALLING CONCRETE DRIVEWAY	0	\$50.00
7/1/2022	22313	1336 JAMESWAY		Right of Way Opening Permit	INSTALLING CATV SERVICE	0	\$50.00
							\$500.00

Group Total: 11

Group: Sign

7/18/2022	22336	1401 N High St	Abiding Shepherd Lutheran	Sign	new monument sign	0	\$55.00
7/8/2022	22322	600 Highland Ave	Christine Hanson	Sign	Dual Post Sign	0	\$55.00
7/1/2022	22310	601 Madison Ave	RTJH PROPERTIES LLC	Sign	Moving existing sign	0	\$55.00
							\$165.00

Group Total: 3

Group: Single Family Alteration/Addition

7/21/2022	22345	506 Hillcrest Dr.	Valeria Santana	Single Family Alteration/Addition	Egress window in basement	5,919	\$33.00
7/18/2022	22335	323 Merchants Ave	Greg Albert	Single Family Alteration/Addition	Repair porch floort	0	\$45.00
7/14/2022	22332	1108 Grant St	Nicholas Gulig	Single Family Alteration/Addition	converting existing porch to heated space	8,000	\$75.00
7/1/2022	22309	1315 Commonwealth	Tony Gugel	Single Family Alteration/Addition	Basement finish	6,800	\$175.05
7/1/2022	22307	610 Short St.	Linda Anderson	Single Family Alteration/Addition	Add egress window	6,195	\$30.00
							\$358.05

Group Total: 5

Group: Two Family Alteration

7/12/2022	22325	603 Talent TR	William Wild	Two Family Alteration	Repairs from fire	90,000	\$255.00
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							\$255.00
							Group Total: 1
							\$3,281.30
Total Records: 45							8/2/2022

Jedidiah Draeger

Jedidiah Draeger
Building Inspector/Zoning Administrator



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

MEMORANDUM

DATE: August 16, 2022

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 20, 2022 through August 16, 2022 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
Jerra Harvey	10-62 Saloon	X
Erika Ewelt	Fat Boyz	X
Chase Knoflicek	Country Inn & Suites	X
Alicia Christ	Fat Boyz	X
Gabriella Alvarado	Festival Foods	X
Julene Jaekel	Soup's On	X
Sadie Klitzke	Open	X
Cassidy Clark	Kwik Trip #439	X
Rebeca Dominguez	Lions Quick Mart	X
Paul Lacy	Iys Ventures Imart	X
Darcy Wargolet	Iys Ventures Imart	X
Randalyn Findlay	Iys Ventures Imart	X
Alexia Wargolet-Bray	Iys Ventures Imart	X
Kendra Dean	Lions Quick Mart	X

MOBILE MERCHANT

None

DOOR-TO-DOOR RESIDENTIAL / DIRECT SELLER[illegible]



POLICE DEPARTMENT

Adrian J. Bump
CHIEF OF POLICE

08-05-2022

To: Fort Atkinson City Council

From: Chief Adrian Bump

Trick or Treat & Trunk or Treat 2022

The purpose of this letter is to identify and recommended dates and times for Trick or Treat and Trunk or Treat in the City of Fort Atkinson in 2022.

Sunday, October 30, 2022, from 1:00pm-4:00pm would be an appropriate and safe time for Trick or Treat in the City. In addition to Trick or Treat, I think it is appropriate to set a tentative date for Trunk or Treat. The intended traditional focus of Trunk or Treat is to hold the event annually on Halloween. So, a recommendation to set the Trunk or Treat event for Monday, October 31, 2022, from 6:00pm-8:00pm at Jones Park would align with that tradition.

If City Council decides to identify a date and time for the events, additional police resources will be assigned to help increase safety in our residential neighborhoods and Jones Park for the date and times selected.

Respectfully submitted,

Adrian Bump
Chief of Police
City of Fort Atkinson



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

MEMORANDUM

DATE: TBD

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Special Event:
Unity Project: Main Street Bridge Pride

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: Pride Rally

Date and Hours of Event: Saturday, October 8, 2022 – 10:00 am to 11:30 am

Location: Main Street bridge sidewalk

Contact Person: Gina Elmore, ginae987@gmail.com

Estimated Number of Attendees: 40

The application and event information was routed to all City Departments with the following submitted comments:

Police Department

As with all of this groups past bridge area events, it is imperative that they in no way obstruct the travel of vehicles on the roadway or obstruct the travel of people walking the sidewalks who choose to be uninvolved. This location and the day/time of the event may require special

attention in ensuring they do not obstruct the sidewalk because of increase foot traffic caused by the Farmers Market. Setting up a table on the sidewalk of the Main St Bridge is not appropriate as we require the walkway to remain open and unobstructed. Additionally, in order for this rally to be deemed as a lawful assembly, there should be no flag poles, sticks or posts attached to any banners, signs, posters or flags as they are presented for viewing.

The contact for the event must have their phone on them and available for contact during the event by officers working that time. If things become dangerous or complaints are received, we would want to have immediate phone contact to address the concerns and have that point of contact address the issues immediately. It is also important that this point of contact works to also call us to ensure their safety or safety concerns while they peacefully gather.

An officer will be assigned to monitor from a distance. It is our wish and goal that the event is safe for those involved as well as those who choose not to be involved.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Unity Project: Main Street Bridge Pride on Saturday October 16, 2022 from 10:00 am to 11:30 am.

ATTACHMENTS

Special Event Application



CITY OF FORT ATKINSON Special Event Application

Name of Business/Group Organizing Event: <u>Unity Project</u>	
Contact Person for Event: <u>Gina Elmore</u>	
Phone Number: <u>(713) 677-0001</u>	Email: <u>ginae987@gmail.com</u>
Is the Business/Group Organizing Event: <input type="checkbox"/> For profit or <input checked="" type="checkbox"/> Non-Profit	
Special Event Details	
Event Name: <u>Unity Pride Rally</u>	
Event Date: <u>10/08/2022</u>	
Event Location: <u>Main St. bridge in Fort Atkinson</u>	
Estimated Number of Attendees: <u>40</u>	Hours of Event: <u>10 - 11:30 a.m.</u>
<p>Check all applicable boxes:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> I am renting a City Park <input checked="" type="checkbox"/> I will be having music <input type="checkbox"/> I will be closing a street(s) <input type="checkbox"/> I will be selling beer and/or wine* <input checked="" type="checkbox"/> I will be erecting a tent, canopy or other temporary structure. </div> <div style="width: 50%;"> <p>Attach copy of paid park rental from Parks & Recreation (920) 563-7781.</p> <p>Start and end time of music: <u>10-11:30 a.m.</u> <i>* Small radio - no projection</i></p> <p>Attach site diagram with details. Barricades can be provided by Public Works upon request (920) 563-7771.</p> <p>Attach Temporary License and Bartender/Operator Applications. Contact City Clerk (920) 563-7760</p> <p><i>*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.</i></p> </div> </div> <p><i>Group will Congregate on bridge sidewalk with flags + signs</i></p>	
<p>By signing, I agree to the following statements:</p> <p>I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I am responsible to contact each Department to arrange for assistance. I understand I am responsible for timely clean up after the event.</p> <p>Responsible Party Signature: <u>Gina Elmore</u></p>	

Date Submitted to Clerk: <u>8/2/22</u> Date Emailed to Departments: <u>8/2/22</u>	
Department	Office Use Only Comments, Concerns, Action(s) to be taken
<input type="checkbox"/> Clerk/Treasurer	
<input type="checkbox"/> EMS - Ryan Brothers Ambulance	
<input type="checkbox"/> Engineer and Building Inspection	
<input type="checkbox"/> Electrician	
<input type="checkbox"/> Fire and Rescue Department	
<input type="checkbox"/> Library and Museum	
<input type="checkbox"/> Parks & Recreation	
<input type="checkbox"/> Police Department	
<input type="checkbox"/> Public Works Department	
<input type="checkbox"/> Wastewater and Water Utility	
Date Reported to City Council (if necessary):	
Comments, Contingencies, Findings:	



MEMORANDUM

DATE: August 16, 2022

TO: Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Review and possible action relating to an Annexation Agreement between the City of Fort Atkinson and Tip of the Spear, LLC

BACKGROUND

Ryan Quam, on behalf of property owner Tip of the Spear, LLC, has requested the annexation of two properties located on the north side of Campus Drive from the Town of Koshkonong to the City of Fort Atkinson. The parcels (016-0614-3323-014 and 016-0614-3323-015) were purchased by Tip of the Spear in May 2021 with the goal of urban development within the City.

DISCUSSION

The request for annexation has been reviewed by the State Department of Administration and has been found to be in the public interest. The Plan Commission reviewed this request at the meeting on July 26th recommended that the Council perform two additional readings and adopt the Ordinance as presented. The City Council performed two readings of the ordinance annexing these parcels and is scheduled to perform the third reading on August 16th.

FINANCIAL ANALYSIS

Upon review of this request, staff found an outstanding special assessment on the parent parcel, from which these two parcels were split in the early 2000s. The deferred special assessment was for the water, sewer, sidewalk, and road improvements to Campus Drive completed in 1999, and totaled \$39,713.05 for parcel number 016-0614-3323-004.

Staff has been working with the property owner to negotiate an Annexation Agreement to determine how the special assessment would be addressed. The property owner has agreed to pay for half of the special assessment, or \$19,856.53 over ten years upon annexation. The remaining deferred special assessment will be associated with the parent parcel, 016-6014-3323-004, and be collected or negotiated upon annexation of the parent parcel and/or any additional parcels split from that parent parcel since the time of the special assessment (1998).

RECOMMENDATION

Staff recommends that the City Council review and approve the attached Annexation Agreement between the City of Fort Atkinson and Tip of the Spear, LLC.

ATTACHMENTS

Annexation Agreement with Exhibits A and B; Project D Special Assessment Documentation

ANNEXATION AGREEMENT

BY AND AMONG THE CITY OF FORT ATKINSON, WISCONSIN AND

TIP OF THE SPEAR, LLC

THIS ANNEXATION AGREEMENT is made and entered into on this ____ day of _____, 2022, by and among the City Fort Atkinson, a municipal corporation organized under the laws if the State of Wisconsin (hereinafter called “City) and Tip of the Spear LLC (hereinafter, called “Property Owners”).

WITNESSETH:

WHEREAS, the Property Owners filed petitions for direct annexation by unanimous approval pursuant to 66.0217(2), Wisconsin Statutes, with the Clerk of the City of Fort Atkinson on June 10, 2022, June 17, 2022, and July 7, 2022, for two parcels located in the Town of Koshkonong, addressed W6490 Campus Drive and W6492 Campus Drive; and

WHEREAS, the City requests an annexation agreement be entered into between the City and Property Owners that sets out the terms and conditions under which the City will consider the approval of an annexation ordinance, thereby accepting the annexation petition.

NOW, THEREFORE, in consideration of the mutual promises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

ARTICLE 1- DEFINITIONS

SECTIONS 1.1- In this Agreement, unless a different meaning clearly appears from the context, the following definitions shall apply:

- a) “Agreement” means this Annexation Agreement, by and between the City and Property Owners, together with any modifications, amendments or supplements as may be agreed upon related to the subject matter thereof.
- b) “Annexation Property” means the real property depicted in legally described in Exhibit A and depicted in Exhibit B consisting of approximately 5.387 acres.
- c) “City” means the City of Fort Atkinson, Wisconsin.
- d) “Council” means the City Council of the City of Fort Atkinson, Wisconsin.
- e) “County” means Jefferson County, Wisconsin.
- f) “Government Authorities” means the City, County, State of Wisconsin, and all other government bodies exercising permitting authority over the Developer’s development project.
- g) “Impact Fees” means fees established in accordance with State Statutes to establish the mechanism to finance the capital costs of acquiring, establishing, upgrading, expanding, and construction of public facilities that are necessary to accommodate development. It

is intended to assure that development bears an appropriate share of the cost of capital expenditures necessary to provide such public facilities within the City as are required to serve the needs arising out of development. The City Council has authorized water, sewer, fire, park, and library impact fees.

- h) "Municipal Code" means the City of Fort Atkinson Code of Ordinances in effect as of the date of this Agreement.

ARTICLE 2- REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

Section 2.1- The City's representations and warranties.

The City represents and warrants that the City of Fort Atkinson is a Wisconsin municipal corporation duly organized, existing, and in good standing under the laws of the State Wisconsin and is not in violation of any provisions of its corporate charter or bylaws and has full power and authority to enter into this Agreement and carry out its obligations hereunder.

Section 2.2-The Property Owner representations, warranties, and obligations.

- a) The undersigned Property Owners, by executing this Agreement, represent and warrant that they possess the requisite authority and capacity to enter into and to carry out their obligations hereunder.
- b) The Property Owners, as represented by the undersigned, hereby collectively warrant and represent to the City, as an inducement to the City entering into this Agreement, that they possess clear title to and the legal authority to encumber the properties identified herein accordance with the terms and conditions of this Agreement.
- c) There is a single family dwelling on private well and septic on each parcel. Both dwellings are currently occupied by individuals through a lease with the property owner. There are deferred Special Assessment outstanding of \$39,713.05 for improvements to Campus Drive from 1998. The parcels receive the benefit from the project that was special assessed in 1998.
- d) Upon annexation, the single family dwellings may continue to be occupied under the current City zoning ordinance while located within the City on private well and septic systems until such time that the parcels are redeveloped in concert with the City's Comprehensive Plan, or until June 30, 2025. If the two single family dwellings continue to exist and remain occupied on June 30, 2025, the dwellings will be required to hook into City provided water and sewer service at the expense of the property owner. Nothing in this agreement is meant to prohibit the houses from hooking into the City's water and sewer before June 30, 2025 if the septic fails or if so desired by the property owner, at the property owner's expense.
- e) Upon annexation, the property owner shall enter into a payment plan to pay for one-half of the outstanding deferred special assessment, or \$19,856.53 to the City. The property owner desires to enter into a payment plan with the City and pay annually over 10 years,

that payment plan and continued annual payments of \$1,985.65 with no interest. Upon sale of either parcel, the remaining deferred special assessment shall be paid in full to the City (total of \$19,856.53).

- f) All required impact fees for sewer, water, park, fire, and library services, unless expressly exempted by the Municipal Code or this Agreement, or as well as other impact fees at the time of development, shall be paid in the amount and at the time as specified, by Code.

ARTICLE 4- MISCELLANEOUS

Section 4.1- Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by any party to this Agreement to or on any other party, such notice or demand shall be delivered personally or mailed by United States Certified Mail (return receipt requested) to the Property Owners, Registered Agent- Ryan David Quam 4604 Siggelkow Rd, Ste A, McFarland, WI 53558-8853 and to City Clerk, Municipal Office, 101 N Main St, Fort Atkinson, WI 53538.

Section 4.2- Remedy for Default. Default by any Property Owner with respect to any of the terms of this Agreement shall automatically result in the suspension or withholding of all permits, licenses, occupancy certificates or other authorizations issued by the City in connection with that Parcel. The remedies afforded to the City under this section shall be in addition to any other remedies to which the City by law or other agreement.

Section 4.3- No Additional Waiver Implied by One Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder.

Section 4.4- Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Section 4.5- Release of All Oral or Written Agreements. Upon the signing of this Agreement, all prior oral and written agreements between the City and Property Owners are terminated and released, as this document contains the complete Agreement between the parties with respect to the Developer Property and construction of the improvements called for in this Agreement.

Section 4.6- Non-Waiver. The willingness of the City to enter into this Agreement shall not constitute a waiver of any of the City's rights or responsibilities under the law nor shall it constitute the approval of any of the permits, licenses, permissions or other authorization, which may be required in order for the Property Owners to implement development plans.

Section 4.7- Venue. The parties agree that no action, litigation or proceeding of any kind whatsoever whether in law or equity, or whether in contract or tort or otherwise, in any way relating to this Agreement or the transactions contemplated hereby, maybe commenced in any forum other than Jefferson County Circuit Court, State of Wisconsin, and each of the parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of such court. Each

of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and maybe enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 4.8- Binding Effect. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives and assigns and successors of the Parties.

Section 4.9- Survivability. All of the representations, warranties, and agreements made in this Agreement shall survive the date of Closing.

Section 4.10- Counter parts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 4.11- Time. Time is of the essence of this Agreement and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement unless so stated or unless obviously necessary from the context.

Section 4.12- Development. At the time of any future development or redevelopment of the Annexation Property, the owners shall adhere to the City's development review procedures and the development shall meet the requirements and design standards of the Municipal Code.

Sections 4.13- Headings. The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

ARTICLE 5- JOINER OF LANDOWNERS

Section 5.1- The owners of the Annexation Property and as signed below, are made parties to this Agreement for the specific purpose of obtaining their acknowledgment that the property which they currently own shall be burdened with the obligations set forth herein.

IN WITNESS WHEREOFF, the City caused this Agreement to be duly executed in their names and behalf and its seal to be hereunder duly affixed and Property Owners have caused this Agreement to be duly executed in its name and behalf and on the date first above written.

City of Fort Atkinson

By: _____
Rebecca Houseman LeMire, City Manager

Property Owners

By: _____
Tip of the Spear LLC by Ryan David Quam

Subscribed and sworn to before me
this _____ day of August, 2022.

Notary Public
My Commission Expires: _____

Subscribed and sworn to before me
this _____ day of August, 2022.

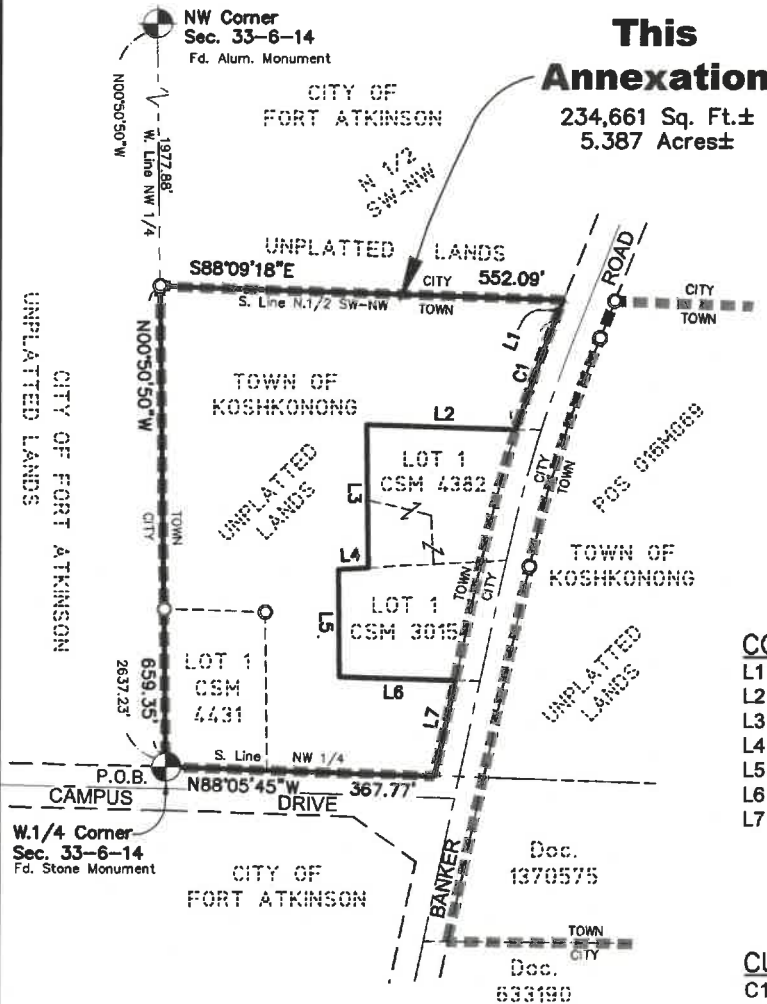
Notary Public
My Commission Expires: _____

Exhibits List:

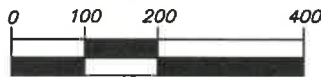
- A. Legal Description of Annexation Property
- B. Annexation Location Map

Exhibit A - Annexation Map

A part of the SW 1/4 of the NW 1/4, including all of Lot 1 of CSM 4431, of Section 33, T.6N., R.14E., Town of Koshkonong, Jefferson County, Wisconsin



GRAPHIC SCALE



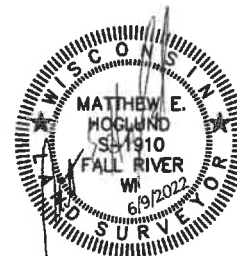
(IN FEET)

Notes:

1. Legal description is attached as Exhibit B.

LEGEND

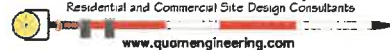
- Annexation Boundary
- - - Sectional Subdivision Line
- - - Existing R/W Line
- ===== Existing City Corporate Limits Line
- - - Existing Centerline
- - - Existing Parcel Line
- Found Property Iron



ANNEXATION TO THE CITY OF FORT ATKINSON ANNEXATION MAP

PROJECT NO. MC-37-20 SHEET 1 OF 2
June 9, 2022

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants



www.quamengineering.com

4604 Siggekow Road, Suite A - McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752

Exhibit B
Legal Description
Annexation to the City of Fort Atkinson

A part of the: Southwest one-quarter of the Northwest one-quarter, including all of Lot 1 of Jefferson County Certified Survey Map No. (CSM) 4431, recorded in Volume 22 of Certified Survey Maps on Page 168 as Document No. 1123862 of Jefferson County Records, of Section 33, Township 6 North, Range 14 East, Town of Koshkonong, Jefferson County, Wisconsin, being more particularly described as follows:

BEGINNING at the West one-quarter Corner of said Section 33;

thence, along the West line of said Northwest one-quarter, N00°50'50"W, 659.35 feet to the Northwest corner of the South one-half of said Southwest one-quarter of the Northwest one-quarter;

thence, along the North line of said South one-half of said Southwest one-quarter of the Northwest one-quarter, S88°09'18"E, 552.09 feet to its intersection with the Westerly right-of-way line of Banker Road;

thence, along said Westerly right-of-way line, S21°41'03"W, 30.72 feet to the beginning of a tangent curve, being concave Easterly, having a radius of 2031.17 feet and a chord which bears S19°26'49"W, 158.59 feet;

thence, continuing along said Westerly right-of-way line, Southerly, 158.63 feet along the arc of said curve through a central angle of 04°28'29" to its intersection with the North line of Lot 1 of CSM 4382;

thence, along last said North line, N88°09'15"W, 204.94 feet to the Northwest corner of said Lot 1 of CSM 4382;

thence, along the West line of said Lot 1 of CSM 4382 and its Southerly extension, S00°50'50"E, 196.47 feet to its intersection with the North line of Lot 1 of CSM 3015;

thence, along last said North line, S87°01'15"W, 41.54 feet to the Northwest corner of said Lot 1 of CSM 3015;

thence, along the West line of said Lot 1 of CSM 3015, S00°51'00"E, 147.22 feet to the Southwest corner of said Lot 1 of CSM 3015;

thence, along the South line of said Lot 1 of CSM 3015, S88°05'45"E, 159.14 feet to its intersection with aforesaid Westerly right-of-way line of Banker Road;

thence, along said Westerly right-of-way line, S12°07'17"W, 134.12 feet to its intersection with the South line of said Northwest one-quarter and the North right-of-way line of Campus Drive;

thence, along last said South line and North right-of-way line, N88°05'45"W, 367.77 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 234,661 square feet or 5.387 acres, more or less, and is subject to all easements and agreements, if any, of record and/or fact and is shown on the map, Exhibit A, by Quam Engineering, LLC for Project No. MC-37-20 dated June 9, 2022, and by this reference made a part hereof.

Project D

1998
(d)

BANKER RD. & CAMPUS DRIVE IMPROVEMENTS

*** TOWNSHIP ***						
Deferred						
Parcel #	Owner	(A) Sanitary Sewer	(B) Water Main	(C) Street Improv.	(D) Storm Sewer	TOTAL ASSESSMENT PER PARCEL
06-14-33-32-054	Bender N2696 Banker Rd.	\$ 7,800.87	\$ 3,656.73	\$ 6,860.70	\$ 4,430.58	\$ 22,748.88
06-14-33-23-004	Mehring N2719 Banker Rd.	13,618.09	6,383.61	11,976.82	7,734.53	39,713.05
		\$ 21,418.96	\$ 10,040.34	\$ 18,837.52	\$ 12,165.11	\$ <u>62,461.93</u>

COPY FOR YOUR
INFORMATION

MAY 6 1998



CITY OF FORT ATKINSON, WISCONSIN 53538

MUNICIPAL BUILDING

101 North Main Street

Finance Director - City Clerk

(608) 563-5581 (920) 563-7760

MEHRING
N2719 Banker Rd.

Township

May 7, 1998

Dear Property Owner:

Re: Parcel # 06-14-33-23-004

Enclosed please find a copy of the final resolution regarding improvements on Banker Road & Campus Drive which was approved at the April 21, 1998 council meeting.

The passing of this resolution results in special assessments being levied on your property. The following information on these assessments is for your future reference:

Sanitary Sewer	\$13,618.09
Water Main	6,383.61
Street Improvements (includes Curb & Gutter)	11,976.82
Storm Sewer	7,734.53
TOTAL ASSESSMENT AMOUNT	\$ 39,713.05 **

****The total assessment amount will be due upon annexation to the City of Fort Atkinson.**

If you have any questions, please feel free to call.

OFFICE OF CITY CLERK
101 N. MAIN ST.
FORT ATKINSON, WI 53538

Encl.

**COPY FOR YOUR
INFORMATION**

BENDER
N2696 Banker Rd.
Township



CITY OF FORT ATKINSON, WISCONSIN 53538

MUNICIPAL BUILDING

101 North Main Street

(920) 563-7760

Finance Director - City Clerk

May 7, 1998

Dear Property Owner:

Re: Parcel # 06-14-33-32-054

Enclosed please find a copy of the final resolution regarding improvements on Banker Road & Campus Drive which was approved at the April 21, 1998 council meeting.

The passing of this resolution results in special assessments being levied on your property. The following information on these assessments is for your future reference:

Sanitary Sewer	\$ 7,800.87
Water Main	3,656.73
Street Improvements (includes Curb & Gutter)	6,860.70
Storm Sewer	4,430.58
TOTAL ASSESSMENT AMOUNT	\$ 22,748.88 **

**The total assessment amount will be due upon annexation to the City of Fort Atkinson.

If you have any questions, please feel free to call.

OFFICE OF CITY CLERK
101 N. MAIN ST.
FORT ATKINSON, WI 53538

Encl.

**COPY FOR YOUR
INFORMATION**

A-1

FOR THE CONSTRUCTION OF SANITARY SEWER IN THE CITY OF FT. ATKINSON, 1972
AT \$ 33.77 PER LINEAL FOOT.

TOTAL ASSESSABLE \$7,800⁸⁷

TOTAL DEFERRED \$7,800⁸⁷

TOTAL NON - ASSESSABLE _____

TOTAL COST OF PROJECT _____

THIS DOCUMENT
PREPARED BY:
PaB
CHECKED BY:

APPROVED BY:

AGAINST LOT, PART OF LOT, OR LAND FRONTING ON CAMPUS DRIVE
FROM LEXINGTON BLVD. TO BANKER ROAD

FOR THE CONSTRUCTION OF SANITARY SEWER IN THE CITY OF FT. ATKINSON, 1992
AT \$ 33.77 PER LINEAL FOOT.

TOTAL ASSESSABLE \$13,618⁰⁹

TOTAL DEFERRED \$13,618⁰⁹

TOTAL NON - ASSESSABLE

TOTAL COST OF PROJECT \$13,618⁰⁹

THIS DOCUMENT
PREPARED BY:
Per B
CHECKED BY:

APPROVED BY:

B-1

TO Campus Drive

[illegible]

TOTAL COST OF PROJECT \$6,506¹³

THIS DOCUMENT
PREPARED BY:

CHECKED BY:

APPROVED BY:

C-1

FOR THE CONSTRUCTION OF Gas Line Surface IN THE CITY OF FT. ATKINSON, 1998
AT \$ 29.70 PER LINEAL FOOT.

TOTAL COST OF PROJECT \$ 15,285 ⁴⁰

THIS DOCUMENT
PREPARED BY:

CHECKED BY:

APPROVED BY:

D-1

FOR THE CONSTRUCTION OF Storm Sewer IN THE CITY OF FT. ATKINSON, 1998
AT \$ 19.18 PER LINEAL FOOT.

TOTAL ASSESSABLE \$9,871¹⁸

TOTAL DEFERRED \$4,430⁵⁸

TOTAL NON - ASSESSABLE _____

TOTAL COST OF PROJECT \$9,871¹⁸

THIS DOCUMENT
PREPARED BY:

CHECKED BY:

APPROVED BY:

D-2

FOR THE CONSTRUCTION OF Storm Sewer IN THE CITY OF FT. ATKINSON, 1998
AT \$ 19.18 PER LINEAL FOOT.

TOTAL ASSESSABLE \$ 7,734⁵³

TOTAL DEFERRED \$ 7,734⁵³

TOTAL NON - ASSESSABLE _____

TOTAL COST OF PROJECT \$ 7,734⁵³

THIS DOCUMENT
PREPARED BY:
RB
CHECKED BY:

APPROVED BY:



CITY OF FORT ATKINSON, WISCONSIN 53538

MUNICIPAL BUILDING

101 North Main Street 920-563-7760

Fax 920-563-7776

November 6, 2001

Mr. Bennett Brantmeier
KREK & ASSOCIATES, S.C.
323 S. Whitewater Ave.
Jefferson WI 53549

Re: Mehring Homestead

Dear Mr. Brantmeier:

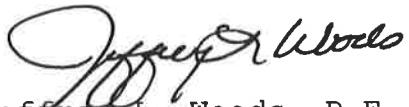
The property owned by the Mehrings on Banker road and Campus Drive does have an assessment on it as a result of the street and utility improvements. The costs of those special assessments are as follows:

Sanitary sewer	\$13,618.09
Water main	6,383.61
Street (including curb and gutter)	11,976.82
Storm sewer	<u>7,734.53</u>
Total assessment	\$39,713.05

This total amount would be due when the property is annexed into the City. I have enclosed a copy of a letter that was sent to the Mehrings in 1998 outlining these assessments.

Please contact me if you have any other questions or need additional information.

Sincerely,


Jeffrey L. Woods, P.E.
City Engineer and
Director of Public Works

JLW/lc

Enc.



CITY OF FORT ATKINSON, WISCONSIN 53538

MUNICIPAL BUILDING

101 North Main Street

Finance Director - City Clerk

(920) 563-7760

MEHRING
N2719 Banker R

Town

May 7, 1998

Dear Property Owner:

Re: Parcel # 06-14-33-23-004

Enclosed please find a copy of the final resolution regarding improvements on Banker Road & Campus Drive which was approved at the April 21, 1998 council meeting.

The passing of this resolution results in special assessments being levied on your property. The following information on these assessments is for your future reference:

Sanitary Sewer	\$13,618.09
Water Main	6,383.61
Street Improvements (includes Curb & Gutter)	11,976.82
Storm Sewer	7,734.53
TOTAL ASSESSMENT AMOUNT	\$ 39,713.05 **

****The total assessment amount will be due upon annexation to the City of Fort Atkinson.**

If you have any questions, please feel free to call.

OFFICE OF CITY CLERK
101 N. MAIN ST.
FORT ATKINSON, WI 53538

Encl.

**COPY FOR YOUR
INFORMATION**

LAW OFFICES OF
KREK & ASSOCIATES, S.C.
323 SOUTH WHITEWATER AVENUE
POST OFFICE BOX 399
JEFFERSON, WISCONSIN 53549-0399

BENNETT J. BRANTMEIER
COURT COMMISSIONER

November 2, 2001

TELEPHONE (920) 674-4567
FACSIMILE (920) 674-4726
E-MAIL: krek@jefnet.com

Jeff Woods, Engineer
City of Fort Atkinson Municipal Building
101 N. Main Street
Fort Atkinson, WI 53549

Re: Mehring Homestead

Dear Mr. Woods:

I have been retained by Ron Mehring in a pending family law matter in Jefferson County. It is claimed by Ron's wife that the property owned by the Mehrings on Bankers Road and Campus Drive, is ripe for development and therefore worth a "mint".

It is my understanding that if the property is annexed into the city there will be a bill for the cost of Campus Drive, etc.

The purpose of this letter is simply to request a letter itemizing the costs the city would tag onto the Mehring's should they wish to annex their property from the Town of Koshkonong.

I need this in writing so that it can be presented to the other attorney. If you would care to discuss this letter or have questions or comments about it, please call me direct.

Very truly yours,

KREK & ASSOCIATES, S.C.
Attorneys at Law



Bennett J. Brantmeier
State Bar #1019428

BJB:bah

cc: Attorney Anne Fellows (c)
Ron Mehring (c)

LAW OFFICES OF
KREK & ASSOCIATES, S.C.
323 SOUTH WHITEWATER AVENUE
POST OFFICE BOX 399
JEFFERSON, WISCONSIN 53549-0399

BENNETT J. BRANTMEIER
COURT COMMISSIONER

November 5, 2001

TELEPHONE (920) 674-4567
FACSIMILE (920) 674-4726
E-MAIL: krek@jefnet.com

Attorney Anne E. Fellows
Olm & Associates
162 W. Main Street
P.O. Box 37
Whitewater, WI 53190-0037

Re: Mehring Homestead

Dear Attorney Fellows:

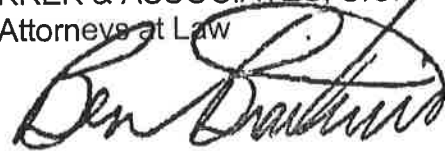
I do not have a problem with you dropping off the packet this week or the week after.

I do recall from the last status conference that you were going to contact Jim Buchta and have him reappraise the land for development. Have you done so? Would you like met to?

I have contacted Jeff Woods of the City of Fort Atkinson to get a list of the costs for annexation and will provide you that information upon receipt.

Very truly yours,

KREK & ASSOCIATES, S.C.
Attorneys at Law



Bennett J. Brantmeier
State Bar #1019428

BJB\bah
cc: Ron Mehring (c)



MEMORANDUM

DATE: August 16, 2022

TO: Fort Atkinson City Council

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

RE: Third/final reading of an Ordinance Annexing the territory located at W6490 Campus Drive and W6492 Campus Drive to the City of Fort Atkinson

BACKGROUND

Applicant Ryan Quam, on behalf of property owner Tip of the Spear, LLC, has requested the annexation of two properties located on the north side of Campus Drive from the Town of Koshkonong to the City of Fort Atkinson. The parcels (016-0614-3323-014 and 016-0614-3323-015) were purchased by Tip of the Spear in May 2021 with the goal of urban development within the City.

DISCUSSION

The subject properties are located immediately south of the City's property and planned neighborhood along Banker Road. Annexing the subject properties will allow them to be redeveloped in the City on municipal water and sewer and in accordance with the Comprehensive Plan. There is also an opportunity for these parcels to be developed in coordination with the City's planned neighborhood. The City is considering the creation of a Tax Increment District in this area, and including these parcels, this fall. The parcels must be located within the City limits in order to be included in the TID.

The Comprehensive Plan shows the future land use of these parcels as "Planned Neighborhood," which is described as a carefully planned mix of primarily single-family residential development, including some two-family, multi-family residential, and neighborhood businesses uses consistent with the residential character of the area and retaining the City's existing balance of residential types.

The applicant has requested that the property be zoned RS-2, Single-family Residential – 2. In the short term, this district allows the continued use of the single-family dwelling on each parcel. However, in the future, depended on the planned uses, the zoning may be changed to a denser residential or mixed use zoning district.

This request has been submitted to the State Department of Administration and has been found to be in the public interest. The Plan Commission reviewed this request at the meeting on July 26th recommended that the Council perform two additional readings and adopt the Ordinance as presented.

FINANCIAL ANALYSIS

Upon review of this request, staff found an outstanding special assessment on the parent parcel, from which these two parcels were split in the early 2000s. The deferred special assessment was for the water, sewer, sidewalk, and road improvements to Campus Drive completed in 1999. Staff has been working with the property owner to negotiate an Annexation Agreement to determine how the special assessment would be addressed. The Annexation Agreement is on the agenda tonight for Council review and possible action.

RECOMMENDATION

Staff recommends that the City Council perform the third reading of this Ordinance and take action to adopt it as drafted.

ATTACHMENTS

Plan Commission Staff Report; Annexation Ordinance; DOA Review Letter



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

REQUEST FOR REPORT TO THE PLAN COMMISSION

DATE: July 26, 2022

FILE NUMBER: PFA-2022-02

PROPERTY ADDRESSES: W6490 Campus Dr.
and W6592 Campus Dr.

EXISTING ZONING: N/A

PARCEL NUMBERS: 016-0614-3323-014 and
016-0614-3323-015

EXISTING LAND USE: Vacant Land and Rural
Residential

OWNER: Ryan D. Quam

REQUESTED USES: SR-2 Single Family Residential

APPLICANT: Tip of the Spear LLC

REQUEST OVERVIEW:

Applicant and Property owner Tip of the Spear, LLC has requested the annexation of the property located on the northwest corner of the intersection of Campus Drive and Banker Road from the town of Koshkonong to the City of Fort Atkinson. Tip of the Spear, LLC purchased the two parcels in May of 2021. Public utilities are in place on Campus Dr.

PUBLIC NOTICE:

Annexation by Unanimous Consent does not require a public notice.

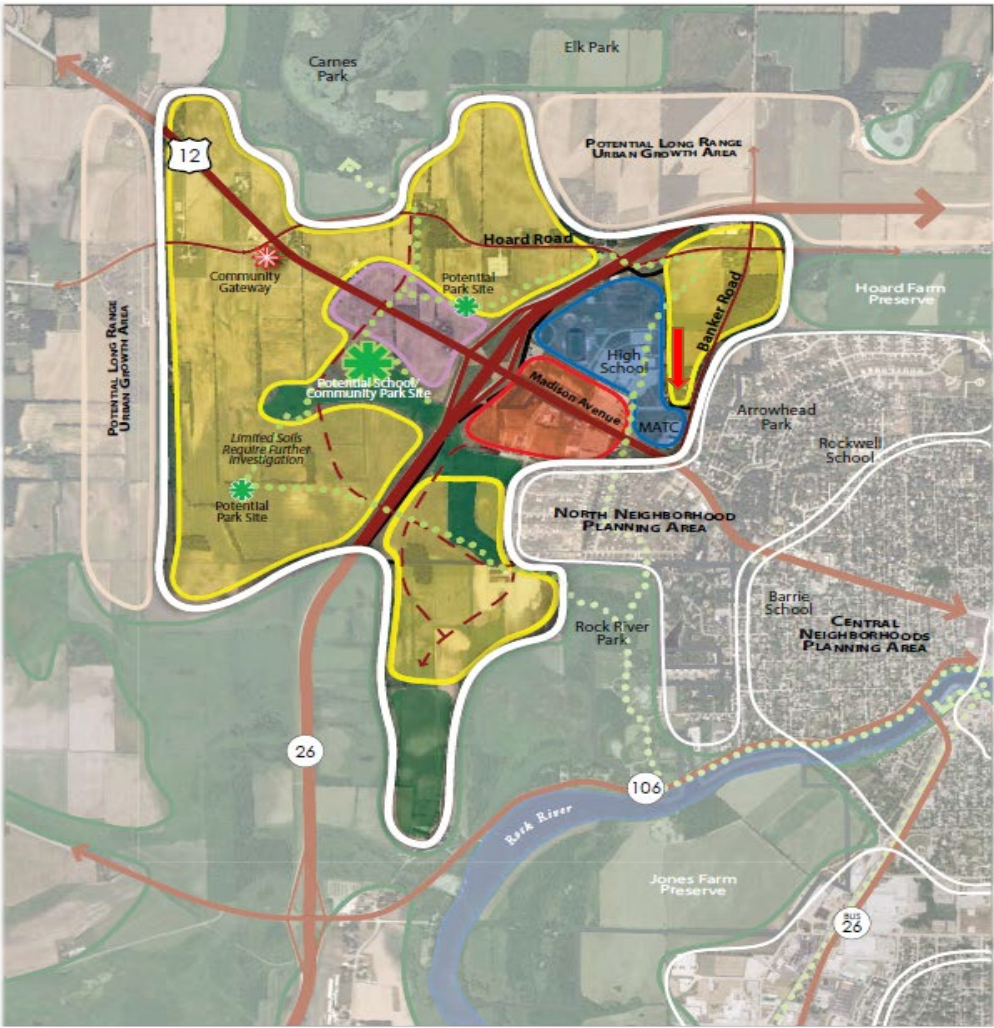
COMPREHENSIVE LAND USE PLAN (2019):

Future land use for this site is listed as Neighborhood. Per the City Comprehensive Plan, this parcel is part of the Northwest Quadrant Planning Area. The Proposed use is in concert with the City Comprehensive Plan. No future use for the parcel has been identified.

NORTHWEST QUADRANT PLANNING AREA

FIGURE: 2.12

CITY OF FORT ATKINSON
FUTURES OPEN HOUSE



REVIEW BY ZONING ADMINISTRATOR AND CITY STAFF:

City Council heard the first reading of the annexation ordinance at their July 19th meeting and moved it on to a second reading. There was no public comment.

The applicant has requested that the property be zoned SR-2, Single Family. The zoning request was made to meet the requirements set forth in the Fort Atkinson Zoning Ordinance for the existing structure.

The city is considering the creation of a Tax Increment District in this area, including these parcels, later this summer. The parcels must be located within the city limits to be included in the TID.

RECOMMENDATION:

Staff recommends the Plan Commission recommend the City Council perform two additional readings; adopt the ordinance annexing the territory as depicted on the attached annexation exhibit; and assign a zoning classification of SR-2 Single Family.

The City Council is expected to review this request at the regular meetings on August 2nd and August 16th.

ATTACHMENTS:

- Tip of the Spear Annexation Application
- Petition for Annexation
- Annexation Map
- Legal description
- Annexation Ordinance



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

PETITION FOR ANNEXATION TO THE CITY OF FORT ATKINSON

Address(es) of Property: W6490 Campus Drive and W6492 Campus Drive, Fort Atkinson, WI


Parcel Number(s): 016-0614-3323-014 and 016-0614-3323-015

The current population or territory to be annexed and/or attached is 4 persons.

We, the undersigned, constituting all of the owners of the real property in Jefferson County, Wisconsin, lying contiguous to the City of Fort Atkinson, respectfully petition the City Council of the City of Fort Atkinson to annex the territory described and shown on the attached scale map to the City of Fort Atkinson, Jefferson County, Wisconsin. (Plat of Annexation or Attachment must include a legal description of the subject property.)

We the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

We further respectfully request that this property be zoned SR-2.

Owner/Petitioner Signature:	Print Name:	Address:	Date:
	Ryan D. Quam	4604 Siggelkow Rd, Suite A, McFarland WI 53558	6-10-2022


Personally came before me this 10th day of June, 2022, the above named,

(day)

(month)

(year)

Ryan Quam to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Notary Public, Dane County, Wisconsin (SEAL)

My Commission is permanent or expires on: 6-14-2024



Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645, Madison WI 53701
608-264-6102
wimunicipalboundaryreview@wi.gov
<https://doa.wi.gov/municipalboundaryreview>

Petitioner Information

Name: **Tip of the Spear, LLC Ryan D. Quam, Owner**

Phone: **608-332-2790**

Email: **rquam@quamengineering.com**

Contact Information if different than petitioner:

Representative's Name:

Phone:

E-mail:

1. Town where property is located: **Koshkonong**

2. Petitioned City or Village: **City of Fort Atkinson**

3. County where property is located: **Jefferson**

4. Population of the territory to be annexed: **4**

5. Area (in acres) of the territory to be annexed: **5.4**

6. Tax parcel number(s) of territory to be annexed (if the territory is part or all of an existing parcel):
016-0614-3323-014 AND 016-0614-3323-015

Include these required items with this form:

1. ☐ Legal Description meeting the requirements of [s.66.0217 \(1\)\(c\)](#) [see attached annexation guide]
2. ☐ Map meeting the requirements of [s. 66.0217 \(1\)\(g\)](#) [see attached annexation guide]
3. ☐ Signed Petition or Notice of Intent to Circulate [see attached annexation guide]
4. ☐ Check or money order covering review fee [see next page for fee calculation]

(2021)

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$200 Initial Filing Fee (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

\$800 Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

\$1,000 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Include check or money order, payable to: **Department of Administration**

DON'T attach the check with staples, tape, ...

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Shaded Area for Office Use Only

Date fee & form received: _____

Payer: _____

Check Number: _____

Check Date: _____

Amount: _____

Exhibit B
Legal Description
Annexation to the City of Fort Atkinson

A part of the: Southwest one-quarter of the Northwest one-quarter, including all of Lot 1 of Jefferson County Certified Survey Map No. (CSM) 4431, recorded in Volume 22 of Certified Survey Maps on Page 168 as Document No. 1123862 of Jefferson County Records, of Section 33, Township 6 North, Range 14 East, Town of Koshkonong, Jefferson County, Wisconsin, being more particularly described as follows:

BEGINNING at the West one-quarter Corner of said Section 33;

thence, along the West line of said Northwest one-quarter, N00°50'50"W, 659.35 feet to the Northwest corner of the South one-half of said Southwest one-quarter of the Northwest one-quarter;

thence, along the North line of said South one-half of said Southwest one-quarter of the Northwest one-quarter, S88°09'18"E, 552.09 feet to its intersection with the Westerly right-of-way line of Banker Road;

thence, along said Westerly right-of-way line, S21°41'03"W, 30.72 feet to the beginning of a tangent curve, being concave Easterly, having a radius of 2031.17 feet and a chord which bears S19°26'49"W, 158.59 feet;

thence, continuing along said Westerly right-of-way line, Southerly, 158.63 feet along the arc of said curve through a central angle of 04°28'29" to its intersection with the North line of Lot 1 of CSM 4382;

thence, along last said North line, N88°09'15"W, 204.94 feet to the Northwest corner of said Lot 1 of CSM 4382;

thence, along the West line of said Lot 1 of CSM 4382 and its Southerly extension, S00°50'50"E, 196.47 feet to its intersection with the North line of Lot 1 of CSM 3015;

thence, along last said North line, S87°01'15"W, 41.54 feet to the Northwest corner of said Lot 1 of CSM 3015;

thence, along the West line of said Lot 1 of CSM 3015, S00°51'00"E, 147.22 feet to the Southwest corner of said Lot 1 of CSM 3015;

thence, along the South line of said Lot 1 of CSM 3015, S88°05'45"E, 159.14 feet to its intersection with aforesaid Westerly right-of-way line of Banker Road;

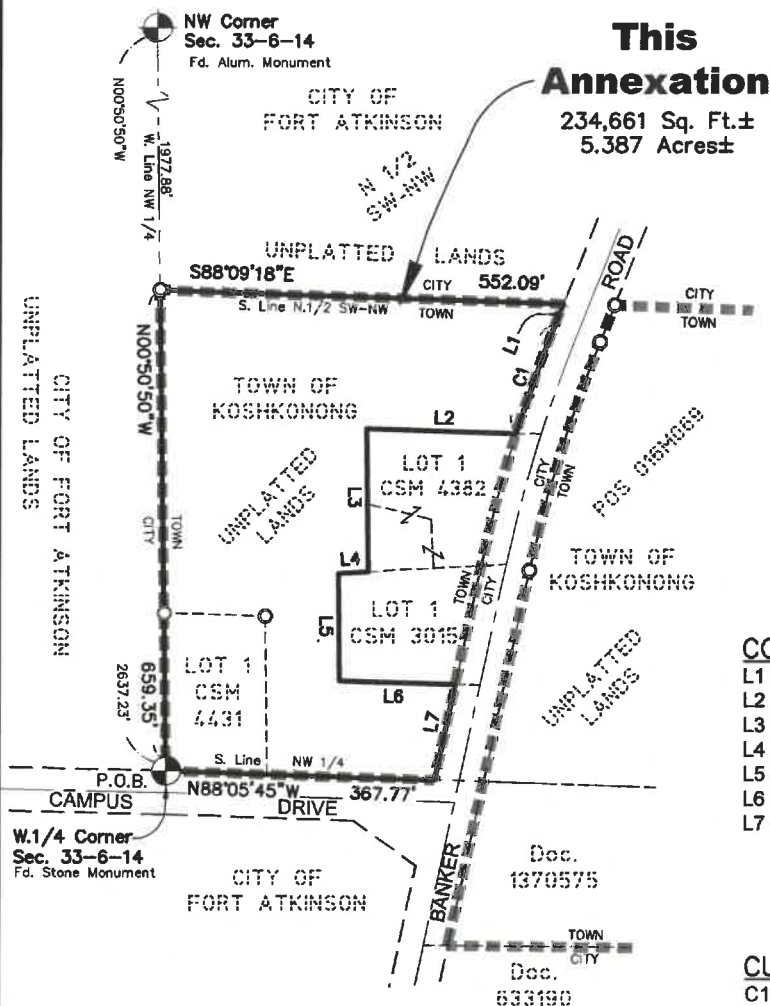
thence, along said Westerly right-of-way line, S12°07'17"W, 134.12 feet to its intersection with the South line of said Northwest one-quarter and the North right-of-way line of Campus Drive;

thence, along last said South line and North right-of-way line, N88°05'45"W, 367.77 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 234,661 square feet or 5.387 acres, more or less, and is subject to all easements and agreements, if any, of record and/or fact and is shown on the map, Exhibit A, by Quam Engineering, LLC for Project No. MC-37-20 dated June 9, 2022, and by this reference made a part hereof.

Exhibit A - Annexation Map

A part of the SW 1/4 of the NW 1/4, including all of Lot 1 of CSM 4431, of Section 33, T.6N., R.14E., Town of Koshkonong, Jefferson County, Wisconsin



Bearings are referenced to the West line of the NW 1/4 of Section 33, which bears North 00°50'50\"

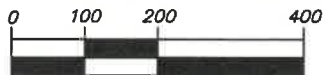
COURSE DATA:

L1 - S21°41'03\"W, 30.72'
L2 - N88°09'15\"W, 204.94'
L3 - S00°50'50\"E, 196.47'
L4 - S87°01'15\"W, 41.54'
L5 - S00°51'00\"E, 147.22'
L6 - S88°05'45\"E, 159.14'
L7 - S12°07'17\"W, 134.12'

CURVE DATA:

C1
Radius = 2031.17'
Delta = 04°28'29\"
Length = 158.63'
Chord = S19°26'49\"W, 158.59'

GRAPHIC SCALE



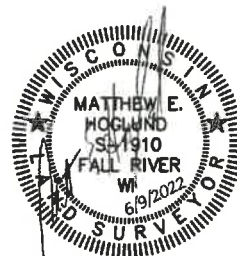
(IN FEET)

Notes:

1. Legal description is attached as Exhibit B.

LEGEND

- Annexation Boundary
- - - Sectional Subdivision Line
- - - Existing R/W Line
- ===== Existing City Corporate Limits Line
- - - Existing Centerline
- - - Existing Parcel Line
- Found Property Iron



ANNEXATION TO THE CITY OF FORT ATKINSON
ANNEXATION MAP

PROJECT NO. MC-37-20 SHEET 1 OF 2
June 9, 2022

QUAM ENGINEERING, LLC

Residential and Commercial Site Design Consultants



www.quamengineering.com

4604 Siggekow Road, Suite A - McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752



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

**PETITION FOR ANNEXATION
TO THE CITY OF FORT ATKINSON**

Address(es) of Property: W6490 Campus Dr. + W6492 Campus Drive

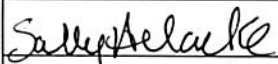

Parcel Number(s): 016-0614-3323-014 & 016-0614-3323-015

The current population or territory to be annexed and/or attached is 4 persons.

We, the undersigned, constituting all of the owners of the real property in Jefferson County, Wisconsin, lying contiguous to the City of Fort Atkinson, respectfully petition the City Council of the City of Fort Atkinson to annex the territory described and shown on the attached scale map to the City of Fort Atkinson, Jefferson County, Wisconsin. (Plat of Annexation or Attachment must include a legal description of the subject property.)

We the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

We further respectfully request that this property be zoned SR-2.

Owner/Petitioner Signature:	Print Name:	Address:	Date:
	SALLY Clarke	W6492 Campus Dr	6-17-2022
	Jerry Clarke	W6492 Campus Dr	6-17-2022

Personally came before me this 17 day of JUNE, 2022 the above named,

(day)

(month)

(year)

Sally Clarke Jerry Clarke to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Notary Public, Jefferson County, Wisconsin (SEAL)



My Commission is permanent or expires on: 10-11-25



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

**PETITION FOR ANNEXATION
TO THE CITY OF FORT ATKINSON**

Address(es) of Property: W6490 Campus Dr. + W6492 Campus Dr.

Parcel Number(s): 016-0614-3323-014 + 016-0614-3323-015

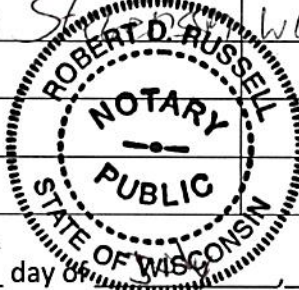
The current population or territory to be annexed and/or attached is 4 persons.

We, the undersigned, constituting all of the owners of the real property in Jefferson County, Wisconsin, lying contiguous to the City of Fort Atkinson, respectfully petition the City Council of the City of Fort Atkinson to annex the territory described and shown on the attached scale map to the City of Fort Atkinson, Jefferson County, Wisconsin. (Plat of Annexation or Attachment must include a legal description of the subject property.)

We the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

We further respectfully request that this property be zoned SR-2.

Owner/Petitioner Signature:	Print Name:	Address:	Date:
	Darryl L. Maasz Sr.	W6490 Campus Dr.	7/17/22
	Sam Stevenson	W6490 Campus Dr.	7/17/22



Personally came before me this 7th day of July, 2022, the above named, Darryl L. Maasz Sr. (day) (month) (year)
Sam Stevenson to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Jefferson County, Wisconsin (SEAL)

My Commission is permanent or expires on: 1-3-2024

Annexation Map



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



Jefferson County Geographic Information System

500 250 0 500 Feet
1 inch = 500 feet

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

Printed on: July 13, 2022

Author: Public User

ORDINANCE NO. ____

**AN ORDINANCE ANNEXING
THE TERRITORY LOCATED AT W6490 CAMPUS DRIVE AND W6492 CAMPUS DRIVE
TO THE CITY OF FORT ATKINSON**

NOW, THEREFORE, The City Council of the City of Fort Atkinson, Wisconsin, does hereby ordain as follows:

Section 1. TERRITORY ANNEXED. That pursuant to Sec. 66.0217 of the Wisconsin Statutes, and the Petition for Annexation filed by Ryan D. Quam, agent for Tip of the Spear, LLC, as the property owner, and all four residents of voting age, the following described territory in the Town of Koshkonong, Jefferson County, Wisconsin, is hereby annexed to the City of Fort Atkinson, Wisconsin:

A PART OF THE: SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, INCLUDING ALL OF LOT 1 OF JEFFERSON COUNTY CERTIFIED SURVEY MAP NO. (CSM) 4431, RECORDED IN VOLUME 22 OF CERTIFIED SURVEY MAPS ON PAGE 168 AS DOCUMENT NO. 1123862 OF JEFFERSON COUNTY RECORDS, OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 14 EAST, TOWN OF KOSHKONONG, JEFFERSON COUNTY, WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 33; THENCE, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, N00°50'50"W, 659.35 FEET TO THE NORTHWEST CORNER OF THE SOUTH ONE-HALF OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER; THENCE, ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, S88°09'18"E, 552.09 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF BANKER ROAD; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S21°41'03"W, 30.72 FEET TO THE BEGINNING OF A TANGENT CURVE, BEING CONCAVE EASTERLY, HAVING A RADIUS OF 2031.17 FEET AND A CHORD WHICH BEARS S19°26'49"W, 158.59 FEET; THENCE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTHERLY, 158.63 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°28'29" TO ITS INTERSECTION WITH THE NORTH LINE OF LOT 1 OF CSM 4382; THENCE, ALONG LAST SAID NORTH LINE, N88°09'15"W, 204.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 OF CSM 4382; THENCE, ALONG THE WEST LINE OF SAID LOT 1 OF CSM 4382 AND ITS SOUTHERLY EXTENSION, S00°50'50"E, 196.47 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF LOT 1 OF CSM 3015; THENCE, ALONG LAST SAID NORTH LINE, S87°01'15"W, 41.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 OF CSM 3015; THENCE, ALONG THE WEST LINE OF SAID LOT 1 OF CSM 3015, S00°51'00"E, 147.22 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 OF CSM 3015; THENCE, ALONG THE SOUTH LINE OF SAID LOT 1 OF CSM 3015, S88°05'45"E, 159.14 FEET TO ITS INTERSECTION WITH AFORESAID WESTERLY RIGHT-OF-WAY LINE OF

BANKER ROAD; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S12°07'17"W, 134.12 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER AND THE NORTH RIGHT-OF-WAY LINE OF CAMPUS DRIVE; THENCE, ALONG LAST SAID SOUTH LINE AND NORTH RIGHT-OF-WAY LINE, N88°05'45"W, 367.77 FEET TO THE **POINT OF BEGINNING**. (A/K/A PARCEL NUMBERS 0614-0614-3323-014 AND 016-0614-3323-015, CONSISTING OF APPROXIMATELY 5.387 ACRES OF LAND).

Section 2. EFFECT OF ANNEXATION. From and after the effective date of this Ordinance the territory described in Section 1 above shall be part of the City of Fort Atkinson for any and all purposes provided by law and any persons coming or residing within such territory shall be subject to all Ordinances, rules, and regulations governing the City of Fort Atkinson.

Section 3. PAYMENT TO THE TOWN OF KOSHKONONG. The applicant has requested annexation to the City per Section 66.0217(2) – Direct Annexation by Unanimous Approval. As such, no payment to the Town of Koshkonong is required (Wis. Stats. 66.0217(14)(a)).

Section 4. ZONING CLASSIFICATION. A) The Territory annexed to the City of Fort Atkinson by this Ordinance is designated to be part of the following district of the City for zoning purposes and subject to all provisions of Title 15 of the Code of General Ordinances in the City of Fort Atkinson entitled “Zoning Ordinance” relating to such district classifications and to zoning in the City: SR-2, Single-family Residential District – 2.

Section 5. WARD DESIGNATION. A) The territory described in Section 1 of this Ordinance is hereby made part of Ward 12 of the City of Fort Atkinson, subject to all ordinances, rules, and regulations of the City. Population of this territory is four (4) on the effective date of this Ordinance.

Section 6. SEVERABILITY. If any provision of this Ordinance is found to be invalid or unconstitutional or if the application of this Ordinance or any person or circumstance is invalid or unconstitutional such invalidity or unconstitutionality shall not affect the other provisions or application of this Ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

Section 7. EFFECTIVE DATE. This Ordinance shall take effect upon passage and publication.

Adopted this _____ day of _____, 2022.

CITY COUNCIL OF THE CITY OF FORT ATKINSON

Christopher Scherer, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



TONY EVERS

GOVERNOR

KATHY BLUMENFELD

SECRETARY-DESIGNEE

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview>

August 02, 2022

PETITION FILE NO. 14517

MICHELLE EBBERT, CLERK
CITY OF FORT ATKINSON
101 N MAIN STREET
FORT ATKINSON, WI 53538-1861

BRIDGET WOODS, CLERK
TOWN OF KOSHKONONG
W5609 STAR SCHOOL RD
FORT ATKINSON, WI 53538-9359

Subject: QUAM ET AL ANNEXATION

The proposed annexation submitted to our office on July 13, 2022, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city..." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the City of Fort Atkinson, which is able to provide needed municipal services.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14517 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2591>
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner



MEMORANDUM

DATE: August 16, 2022

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to the State Municipal Agreement for the Transportation Alternatives Program Projects

BACKGROUND

The City applied for and received funding for two Planning Grants through the Transportation Alternative Program (TAP). The projects are focused on the Main Street corridor through downtown and the Janesville Ave corridor from Robert St to the south edge of the City. Both planning projects are for the Federal FY 2022 funding cycle and have a tight timeline for the award – less so with completion of the work.

DISCUSSION

The Main Street study area is a 2-lane roadway with on-street parking in the downtown business district with a combination of retail and office spaces with existing pedestrian accommodations. The planning area would be from Madison Avenue south to the split with Whitewater Avenue and encompass a block or two in the east/west direction as well. The corridor encompasses the City's historic downtown district and is approximately a half mile long. The existing pedestrian facilities are in need of attention. There are no pedestrian activated signals in the area.

The City's Comprehensive Plan identified the corridor as a priority area to create a safer, consistent, and more pleasing streetscape. The plan stated elements should include; improved pedestrian access such as lighted crosswalks, curb bump outs for shorter crossings, strategic vegetation placement, lighting improvements, traffic light coordination, public bike rack placement and stormwater treatment infrastructure.

The Janesville Avenue study area is 2.8 miles long and consists of 4 travel lanes. The corridor includes parks, greenway, industrial development, residential development and commercial development. Pedestrian accommodations are present intermittently along the corridor. The 4 lane undivided road creates significant safety issues for pedestrians to cross. One location in particular is between Jones Park and Jones Market. Safety at this location is of concern to City staff.

The City's Comprehensive Plan instructed City staff to "Prepare and implement a Unified Corridor Plan for Janesville Avenue." Elements of the plan should include; "encouraging additional entertainment, retail, hospitality, and dining uses along the corridor; address detailed opportunities for enhancing the character of the corridor by installing unified streetscaping features, additional bicycle and pedestrian connections, and traffic and pedestrian management features to interconnect this corridor with adjacent neighborhoods; preserve existing mature trees along the corridor and incorporate into the overall aesthetic."

The goal of both projects will be to increase pedestrian safety, improve area aesthetics, reduce the negative impact of vehicles and create a safer and efficient traffic pattern. The request for proposals from consultants will go out in the next few weeks and proposals will come before Council for approval.

FINANCIAL ANALYSIS

The Main Street project is estimated at \$35,000 with 80% federal funding (\$28,000) and 20% City funding (\$7,000).

The Janesville Avenue project is estimated at \$40,000 with 80% federal funding (\$32,000) and 20% City funding (\$8,000).

The City budgeted in the 2022 CIP a total of \$45,000 for these two planning studies.

RECOMMENDATION

Staff recommends that the City Council authorize signature of the State Municipal Agreement for the Main Street and Janesville Avenue Corridor Plans.

ATTACHMENTS

Fort Atkinson Main Street Plan SMA; Fort Atkinson Janesville Avenue Corridor Plan



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

Subprogram #: 290

Program Name: TAP

Date: August 9, 2022

I.D.: 1009-22-10

DUNS ID: **DUNS PROJECT ID (TBD)**

FAIN ID: Federal Award Identification Number (TBD)

Project Title: Fort Atkinson Main Street Plan

Location/Limit: Madison Avenue to S 3rd Street

Project Length (if applicable): N/A

Project Sponsor: **City of Fort Atkinson**

County: **Jefferson**

MPO Area (if applicable):

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

Wis. Stats. sec. 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Wis. Stats. secs. 86.25(1), (2), and (3) and Wis. Stats. sec. 66.0301.

NEEDS AND ESTIMATE SUMMARY:

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

Existing Facility – **This section of Main Street is a 2-lane roadway with on-street parking in the downtown business district with a combination of retail and office spaces with existing pedestrian accommodations.**

Proposed Improvement – **Main Street corridor plan from Madison Avenue to S. 3rd Street.**

The Project Sponsor agrees to the following TAP program funding conditions, updated as of June 2022:

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

The subject project is funded with 80% federal funding up to a maximum of \$28,000 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$28,000 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

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

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

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

Project Award date: July 26, 2022

Commencement deadline: July 26, 2026

Sunset (Completion) Date: June 30, 2029

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

The subject project must be completed by June 30, 2029, and the Project Sponsor must submit a project completion certificate to the State on or before this date. Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

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

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID					
1009-22-10	\$35,000	\$28,000	80%**	\$7,000	BAL *
Total Est. Cost Distribution	\$35,000	\$28,000	MAX	\$7,000	N/A

*This project has a TAP federal funding maximum of \$28,000. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–8) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: _____(please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State _____(please sign in blue ink)		
Merrill Mechler-Hickson <i>Name</i>	Chief, Local Program and Finance Section <i>Title</i>	_____ <i>Date</i>

GENERAL TERMS AND CONDITIONS:

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

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in the State's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. Preliminary Engineering, Plan Development, Planning Study.
 - b. State Review Services.
 - c. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.

7. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of reimbursement requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of State payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. This line intentionally left blank
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and federal law.
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. sec. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR sec. 172 and procedures published in the WisDOT FDM,) Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the Federal and State rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. This line intentionally left blank
15. This line intentionally left blank
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School (SRTS) eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
24. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR s. 200.331(a).
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats. sec. . 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats sec. 51.01 (5), sexual orientation as defined in Wis. Stats sec. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - b. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
28. It is further agreed by the Project Sponsor that:
 - a. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - b. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to the State on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

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

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. secs. 4331 - 4332, 23 U.S.C. sec. 138 or Public Law 91-646 (1971).

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

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

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local)

transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- c. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

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

PROJECT FUNDING CONDITIONS

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

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete. Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

- 38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$28,000.00 is cumulative for all federal funded project phases.



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

Subprogram #: 290

Program Name: TAP

Date: August 9, 2022

I.D.: 1009-22-12

DUNS ID: **DUNS PROJECT ID (TBD)**

FAIN ID: **Federal Award Identification Number (TBD)**

Project Title: Janesville Avenue Corridor Plan

Location/Limit: Madison Avenue to 3rd Street

Project Length (if applicable): N/A

Project Sponsor: **City of Fort Atkinson**

County: **Jefferson**

MPO Area (if applicable):

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

Wis. Stats. sec. 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Wis. Stats. secs. 86.25(1), (2), and (3) and Wis. Stats. sec. 66.0301.

NEEDS AND ESTIMATE SUMMARY:

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

Existing Facility – This section of Janesville Avenue is 2.8 miles long and consists 4 travel lanes. The corridor includes parks, greenway, industrial development, residential development and commercial development. Pedestrian accommodations are present intermittently along the corridor.

Proposed Improvement – Comprehensive Plan for Janesville Avenue.

The Project Sponsor agrees to the following TAP program funding conditions, updated as of June 2022:

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

The subject project is funded with 80% federal funding up to a maximum of \$32,000 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$32,000 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

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

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

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

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

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID					
1009-22-12	\$40,000	\$32,000	80%**	\$8,000	BAL *
Total Est. Cost Distribution	\$40,000	\$32,000	MAX	\$8,000	N/A

*This project has a TAP federal funding maximum of \$32,000. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–8) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: _____(please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State _____(please sign in blue ink)		
Merrill Mechler-Hickson <i>Name</i>	Chief, Local Program and Finance Section <i>Title</i>	_____ <i>Date</i>

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
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6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.

7. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of reimbursement requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of State payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. This line intentionally left blank
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and federal law.
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. sec. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR sec. 172 and procedures published in the WisDOT FDM,) Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the Federal and State rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. This line intentionally left blank
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16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School (SRTS) eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
24. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR s. 200.331(a).
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats. sec. . 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats sec. 51.01 (5), sexual orientation as defined in Wis. Stats sec. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - b. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
28. It is further agreed by the Project Sponsor that:
 - a. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - b. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to the State on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

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

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. secs. 4331 - 4332, 23 U.S.C. sec. 138 or Public Law 91-646 (1971).

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

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

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local)

transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- c. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

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

PROJECT FUNDING CONDITIONS

36. *Non-Appropriation of Fund:* With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Wisconsin Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
37. *Maintenance of Records:* During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.
- In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete. Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.
38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$32,000.00 is cumulative for all federal funded project phases.