



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 2, 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

+1 312 626 6799

If you have special needs or circumstances which may make communication or accessibility difficult at the meeting, please call (920) 563-7760. Accommodations will, to the fullest extent possible, be made available on request by a person with a disability.

AGENDA

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

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)
- 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)

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 a request for a **Public Monument/Building Review** for installation of a fishing boy statue on the Riverwalk (Franseen, Parks & Recreation Director)
- 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)

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: July 29, 2022

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

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



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

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, JULY 19, 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 Engineer, City Clerk/Treasurer, City Attorney.

3. PUBLIC HEARINGS - NONE

4. PUBLIC COMMENT - NONE

5. CONSENT AGENDA:

- a) Review and possible action relating to the minutes of the June 30, 2022 Economic Development Committee meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- b) Review and possible action relating to the minutes of the July 5, 2022 regular City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- c) Review and possible action relating to the minutes of the July 5, 2022 License Committee meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- d) Review and possible action relating to the minutes of the July 13, 2022 Finance Committee meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- e) Review and possible action relating to building, plumbing, and electrical permit report for June 2022 (Draeger, Building Inspector/Zoning Administrator)*
- f) Review and possible action relating to the City Clerk-issued License and Permit Report for June 2022 (Ebbert, Clerk/Treasurer/Finance Director)*
- g) City Sewer, Water, and Stormwater Utility Financial Statements as of June 30, 2022 (Ebbert, Clerk/Treasurer/Finance Director)*
- h) Review and possible action relating to Special Event: Parks & Recreation Youth Triathlon, Saturday July 30, 2022 at Rock River Park, Aquatic Center and Montclair Subdivision (Ebbert, Clerk/Treasurer/Finance Director)*
- i) Review and possible action relating to Special Event: Lemke Legacy 5K, August 20, 2022 at Lion's Park Shelter, Glacier Trail (Ebbert, Clerk/Treasurer/Finance Director)*
- j) Review and possible action relating to Special Event: American Legion Post 166 2022 AA State Legion Baseball Tournament, July 29-August 2, 2022 at Jones Park (Ebbert, Clerk/Treasurer/Finance Director)*

- k) Review and possible action relating to Special Event: Lion's Club, Brat & Curd Stand, during Rhythm Remix, Saturday, August 27, 2022 at Lorman Bicentennial Park (Ebbert, Clerk/Treasurer/Finance Director)*

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

6. PETITIONS, REQUESTS, AND COMMUNICATIONS – NONE

7. RESOLUTIONS AND ORDINANCES:

- a) Review and possible action relating to a Resolution approving participation in the 2023 Jefferson County Road Aid Program and authorizing the City's contribution of \$6,191 from the 2022 Street Program budget (Selle, City Engineer/Director of Public Works)*

Engineer Selle reviewed the match program, known as the County Road Aid Fund. In place since 2005, the program allows municipalities to contribute cash to an account based upon the total length of streets in their jurisdiction. The County will in turn match that amount, effectively doubling the value. The work is then performed by the County crews, up to the amount available in the fund.

Cm. Becker moved, seconded by Cm. Schultz to approve the resolution to participate in the 2023 Jefferson County Road Aid Program and authorize the City's contribution of \$6,191 from the 2022 Street Program budget. Motion carried.

- b) Second 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 presented the second reading of the Ordinance. Said properties are owned by Fort HealthCare of Fort Atkinson. Comments were provided at the Plan Commission meeting but no other comments since that time.

Cm. Hartwick moved, seconded by Cm. Schultz to direct the City Manager to prepare this Ordinance for a third and final reading at the City Council meeting on August 2, 2022. Motion carried.

- c) Third and final reading of an Ordinance to amend the Official Zoning Map of the City of Fort Atkinson to change the zoning of 1205 Industrial Drive from HI, Heavy Industrial, to MI, Medium Industrial (Selle, City Engineer/Director of Public Works)*

Engineer Selle stated this is the third and final reading for the Ordinance. No feedback was received from the public for this request that has been reviewed at Plan Commission and City Council.

Cm. Becker moved, seconded by Cm. Schultz to approve the ordinance to amend the Official Zoning Map of the City of Fort Atkinson to change the zoning of 1205 Industrial Drive from HI, Heavy Industrial, to MI, Medium Industrial. Motion carried.

d) First 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 presented the first reading for these properties adjacent to the High School and Banker Road land owned by the City. This will also be presented to the Plan Commission.

Cm. Schultz moved, seconded by Cm. Becker to direct the City Manager to prepare this Ordinance for a second reading at the City Council meeting on August 2, 2022. 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 the repurchase of land per the Klement Business Park Covenants (LeMire, City Manager)

Manager LeMire reviewed the sale of land in 2020 of 7.80 acres to Mickelson Investments. After discussions with the property owner, the project plan is not compatible with the Klement Business Park covenants, the City Zoning Ordinance or the City's MS4 storm water discharge permit from the DNR.

Cm. Schultz moved, seconded by Cm. Becker to approve the repurchase of parcel number 226-0514-1742-000 in the Klement Business Park for \$153,246.97 per the Covenants, with a closing date of August 26, 2022. Motion carried.

b) Review and possible action relating to Alcohol Beverage License application for Guanajuato Produces for the licensing period of July 19, 2022 to June 30, 2023 (Ebbert, Clerk/Treasurer/Finance Director)

Clerk Ebbert reviewed the renewal application which included no changes to the premise or the agent of the business.

Cm. Becker moved, seconded by Cm. Hartwick to approve the Alcohol Beverage License application for Guanajuato Produces for the licensing period of July 19, 2022 to June 30, 2023 contingent upon payment of all monies owed to the City. Motion carried

c) Review and possible action relating to Alcohol Beverage License application for La Morenita, LLC for the licensing period of July 19, 2022 to June 30, 2023 (Ebbert, Clerk/Treasurer/Finance Director)

Clerk Ebbert presented the application for a license for the 303 S 3rd Street location. The applicant appropriately completed the application, passed a background check, provided proof of their seller's permit and federal ID number.

Cm. Becker moved, seconded by Cm. Schultz to approve the Alcohol Beverage License application for La Morenita, LLC for the licensing period of July 19, 2022 to June 30, 2023 contingent on completion of required Responsible Beverage Server course and payment of all monies owed to the City. Motion carried.

11. MISCELLANEOUS – NONE

12. CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS:

a) Review and possible action relating to a vehicle damage claim against the City of Fort Atkinson from an incident on June 27, 2022 (Ebbert, Clerk/Treasurer/Finance Director)

Clerk Ebbert reviewed the submitted notice of incident from June 27, 2022 submitted from a driver for damage to her vehicle that occurred that morning. She stated her vehicle sustained damage when she had to drive on the shoulder of Janesville Avenue in front of Kwik Trip, 1672 Janesville Avenue. She provided appropriate documentation which was turned over to LWMMI for review. Following Staff review, it was confirmed that the City gave permission to Kwik Trip to reroute traffic onto the shoulder of Janesville Ave while they constructed a turn lane. The shoulder was not constructed to withstand heavy traffic and had deteriorated forming potholes. The City was not aware of the potholes until the incident was reported on 6/27 and appropriately filled the potholes that same day. Statewide Services, Inc administers the claims for LWMMI and following review, have recommended the denial of the claim based on the fact that the investigation revealed no liability on behalf of the City.

Cm. Schultz moved, seconded by Cm. Becker to disallow the vehicle damage claim against the City of Fort Atkinson from an incident on June 27, 2022 pursuant to Wis. Stats. 893.80(1g), and as recommended by the City's insurance carrier and staff. Motion carried.

b) 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 presented by the Director of Finance and authorize payment. Motion carried.

13. ADJOURNMENT

Cm. Becker moved, seconded by Cm. Schultz to adjourn. Meeting adjourned at 7:34 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

**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, JULY 26, 2022 – 4:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Present: Cm. Kessenich, Cm. Lescohier, Cm. Schultz, Manager LeMire and Engineer Selle. Also present: City Attorney, Building Inspector and Clerk/Treasurer.

Absent: Cm. Highfield.

**3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE JUNE 28, 2022
REGULAR PLAN COMMISSION MEETING**

Cm. Lescohier moved, seconded by Cm. Schultz to approve the minutes from the June 28th Plan Commission meeting as submitted. Motion carried.

**4. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO AN
APPLICATION FOR ANNEXATION OF TERRITORY LOCATED AT W6490 CAMPUS DRIVE AND
W6492 CAMPUS DRIVE TO THE CITY OF FORT ATKINSON (PFA-2022-02) (DRAEGER)**

Inspector Draeger reviewed the submission from property owner Tip of the Spear, LLC to annex 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 that coincides with the Comprehensive Plan.

Cm. Schultz moved, seconded by Cm. Kessenich to recommend that the City Council perform two additional readings and then adopt an ordinance annexing the territory along the Campus Drive and Banker Road as depicted on the attached annexation exhibit, and assign a temporary zoning classification of SR-2, Single Family Residential 2. Motion carried.

**5. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO A
REQUEST FOR A PUBLIC MONUMENT/BUILDING REVIEW FOR INSTALLATION OF A FISHING
BOY STATUE ON THE RIVERWALK (PMR-2022-01) (FRANSEEN)**

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

Staff is requesting the review on behalf of a donor in memory of her son. The donor and staff worked together to select a statue that reflects the theme of the Riverwalk with a five-foot tall fishing boy fully funded by the donor.

Multiple locations were reviewed and staff is recommending to install the statue between the Wellington Place and the condos behind Public Parking Lot 8 on the Riverwalk. The statue would be installed by a bolt and anchor system under the tree stump and placed on the concrete ledge with the fishing pole faced towards the river. The bronze plaque would be installed directly under the fishing statue on the concrete ledge. Nearby is a light to illuminate the statue. Pictures of the preferred location of the statue and a draft of the plaque are provided in the packet of information.

The donor would like a 9" x 4" bronze plaque to say, "In Memory of Richard W. Milburn. For the fisherman, always a new horizon." The bronze plaque is consistent with the existing plaques along the Riverwalk.

Cm. Kessenich moved, seconded by Cm. Lescohier to approve the application and recommend that the City Council consider the Public Monument Request for a statue at the designated location on the Riverwalk. Motion carried.

6. REVIEW AND POSSIBLE ACTION RELATING TO A REQUEST FOR A 1-LOT CERTIFIED SURVEY MAP IN THE CITY'S EXTRATERRITORIAL JURISDICTION FOR PARCEL NUMBER 016-0514-0914-070 IN THE TOWN OF KOSHKONONG (CSM-2022-04) (SELLE)

Engineer Selle presented the request for property on Main Street. The property owner would like to break off a +/- 2 acre parcel to sell to the adjacent landowner. This is within the extra-territorial area of the City of Fort Atkinson, abutting the City boundary on 3 sides of the proposed parcel.

Cm. Schultz moved, seconded by Cm. Lescohier to approve the Preliminary CSM with the condition that the final map for signature indicate the officially mapped right of ways noted on both the parent parcel and the newly created parcel and recommend consideration by the City Council. Motion carried.

7. REVIEW AND POSSIBLE ACTION ON A SITE PLAN REVIEW FOR GREEN BAY PACKAGE EXPANSION (SPR-2022-04) (SELLE)

Engineer Selle introduced the submission from Green Bay Packaging whom owns a 10-acre site that includes an approximately 143,000 square foot facility within the City's Gordan F. Day Industrial Park (northeast area). Today, the eastern side of the site includes an ingress/egress point from Blackhawk into the site for truck loading/unloading. The other two access points (further west) are for employee and visitor parking. The company has been located in Fort Atkinson since the early 90's with over 70 employees.

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

- The applicant has indicated that there will be a roof-mounted RTU for the office expansion area, however it was not identified on the submitted plans. Require the applicant to provide the location and screening plans that meet all Zoning Ordinance requirements, subject to approval by City staff.
- Waive the requirement for at least one bicycle and pedestrian access point and minimum bicycle parking stalls. There is no existing sidewalk along Blackhawk Drive to connect to and the western side of the building has an existing bicycle rack provided.
- Waive the requirements for curbing along the northern edge of the parking and access entryway (industrial uses must have curbing in the front yard) to accommodate the stormwater management plans.
- Require the applicant to provide signage plans (if desired) that meets the requirements of the Zoning Ordinance, subject to approval by City staff.
- Require the applicant to provide a stormwater maintenance agreement for the structure proposed and record said agreement with the County
- Require the applicant to provide a comprehensive construction site erosion control plan for approval by City Staff prior to issuance of building permits.
- Any other recommendations of City staff and the Plan Commission.

Cm. Kessenich moved, seconded by Cm. Schultz to approve the Site plan for Green Bay Packaging with the conditions noted by staff in the memo. Motion carried.

8. ADJOURNMENT

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

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



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

MEMORANDUM

DATE: August 2, 2022

TO: Fort Atkinson City Council

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

RE: Second 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 staff will include the findings from the DOA when available. 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

Staff does not expect this annexation ordinance to impact the City financially.

RECOMMENDATION

Staff recommends that the City Council perform the second reading of this Ordinance and direct the City Manager to prepare the Ordinance for a third/final reading on August 16, 2022.

ATTACHMENTS

Plan Commission Staff Report; Draft Annexation Ordinance



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.

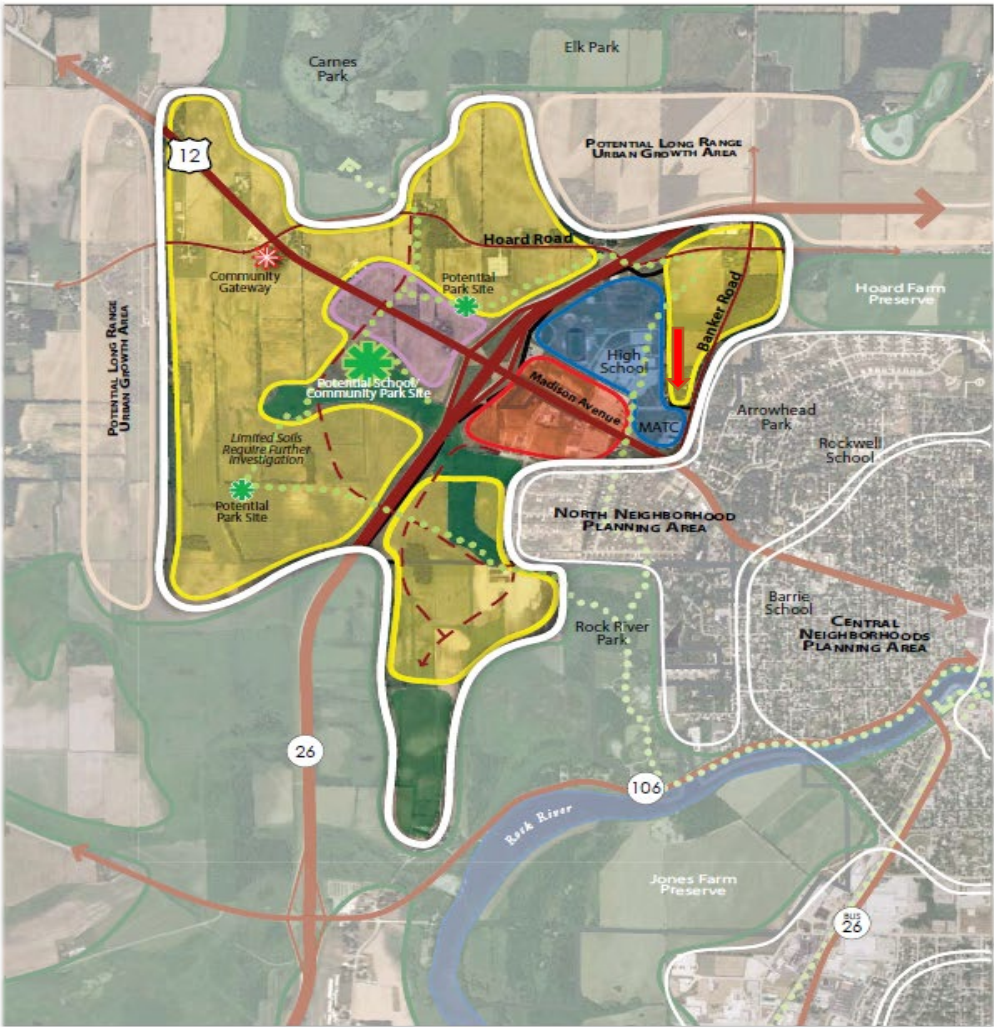
COMPREHENSIVE LAND USE PLAN (2019):

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;

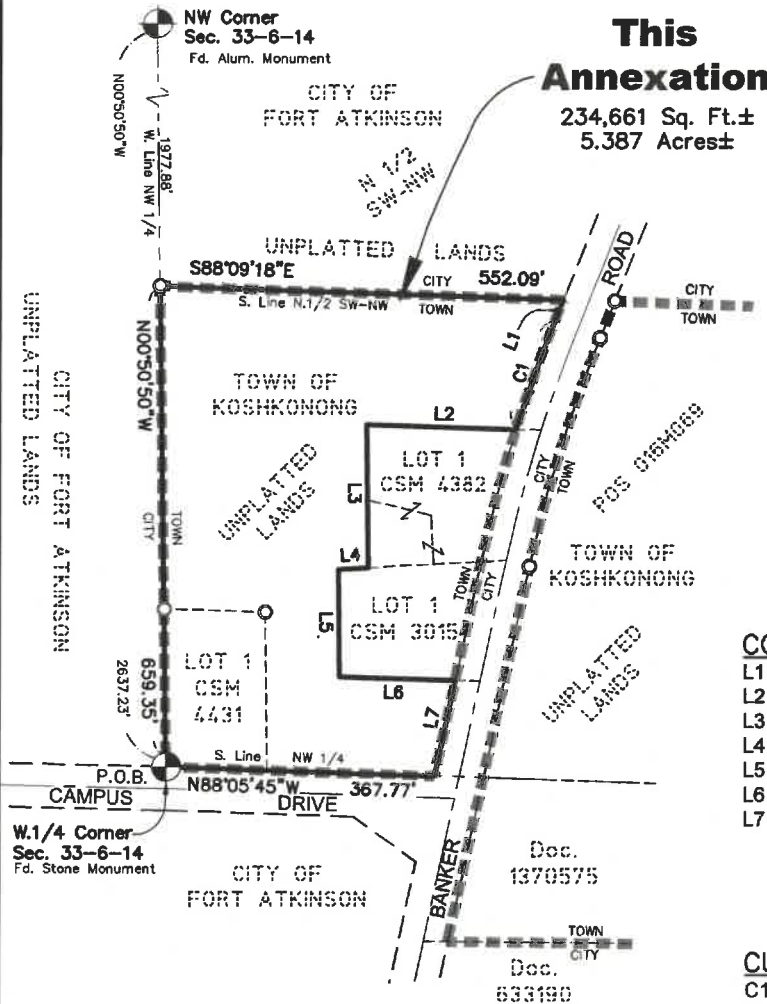
thence, along said Westerly right-of-way line, S12°07'17"W, 134.12 feet to its intersection with the South line of said Northwest one-quarter and the North right-of-way line of Campus Drive;

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



GRAPHIC SCALE



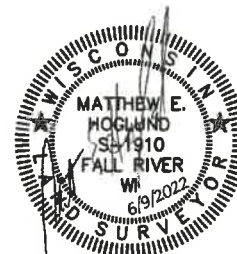
(IN FEET)

Notes:

1. Legal description is attached as Exhibit B.

LEGEND

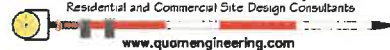
- Annexation Boundary
- - - Sectional Subdivision Line
- - - Existing R/W Line
- ===== Existing City Corporate Limits Line
- - - Existing Centerline
- - - Existing Parcel Line
- Found Property Iron



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

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



MEMORANDUM

DATE: August 2, 2022

TO: Fort Atkinson City Council

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

RE: Third/final reading of an Ordinance to amend the Official Zoning Map of the City of Fort Atkinson to change the zoning of 603 N Fourth St., 609 N Fourth St., 615 N Fourth St., and 403 McMillen St. from SR-5, Single Family Residential, to I, Institutional

BACKGROUND

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.

This Request for a Zoning Map Amendment came before the Plan Commission at a Public Hearing for that purpose on June 27, 2022. Please see the attached Plan Commission staff report for an analysis of the request against the criteria set forth in Section 15.10.31 of the City's Zoning Ordinance.

There were several residents in the Public Hearing at the Plan Commission meeting. Most were looking for additional clarity on the proposed Zoning Map Amendment and associated expansion of the Fort Healthcare campus. After discussion, the Plan Commission unanimously recommended that the proposed Zoning Map Ordinance move on to the first reading of the proposed Zoning Map Ordinance at Council.

DISCUSSION

As a result of the feedback during the Public Hearing, Fort Healthcare Inc, developed a letter to residents within the area and was mailed on June 30, 2022. The letter is attached here for Council's review. A representative of Fort Healthcare will be present at the meeting to present the project to Council and answer questions.

The City Council reviewed this matter and performed readings of the Ordinance at the meetings on July 5th and July 19th.

FINANCIAL ANALYSIS

Staff does not expect this ordinance to impact the City financially.

RECOMMENDATION

Staff recommends that the City Council perform the third reading and adopt the Ordinance as presented.

ATTACHMENTS

6.28.22 PC Staff Report Packet ZMA-2022-02; Draft Ordinance Amending the Official Zoning Map; Letter from Fort Healthcare to Residents

ORDINANCE NO. ____

**AN ORDINANCE
TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF FORT ATKINSON**

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

Section 1. Section 15.02.03 of the City of Fort Atkinson Zoning Ordinance, adopting the Map of Standard Zoning Districts, is hereby amended to change the zoning classification of the following described properties from SR-5, Single-family Residential – 5, to I, Institutional:

Lot 10 of the George Whitmore Plat, consisting of approximately 0.251 acres of land in the City of Fort Atkinson, Jefferson County, Wisconsin (a/k/a 603 N Fourth Street, Parcel Number 226-0514-0321-011);

Lot 11 of the George Whitmore Plat, consisting of approximately 0.243 acres of land in the City of Fort Atkinson, Jefferson County, Wisconsin (a/k/a 609 N Fourth Street, Parcel Number 226-0514-0321-012);

Lot 2 of Block 1 of the Weidemann's First Addition, consisting of approximately 0.260 acres of land in the City of Fort Atkinson, Jefferson County, Wisconsin (a/k/a 615 N Fourth Street, Parcel Number 226-0514-0321-004); and

Lot 1 of Block 1 of the Weidemann's First Addition, consisting of approximately 0.220 acres of land in the City of Fort Atkinson, Jefferson County, Wisconsin (a/k/a 403 McMillen Street, Parcel Number 226-0514-0321-003).

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Enacted by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin,
this _____ day of _____, 2022.

CITY OF FORT ATKINSON

Christopher Scherer, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



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

REQUEST FOR ZONING MAP AMENDMENT REPORT TO THE PLAN COMMISSION

DATE: June 28, 2022

FILE NUMBER: ZMA-2022-02

PROPERTY ADDRESSES: 603 N Fourth St.
609 N. Fourth St. 615 N Fourth St.
403 McMillen St.

EXISTING ZONING: RS-5, Single-family Residential
District – 5

PARCEL NUMBERS: 226-0514-0321-011
226-0514-0321-012, 226-0514-0321-004
226-0514-0321-003

EXISTING LAND USE: Four Single-family Homes

PROPOSED ZONING: I, Institutional

OWNER: Fort Healthcare Inc.

REQUESTED USES: Parking Lot Expansion

APPLICANT: Fort Healthcare Inc.

REQUEST OVERVIEW:

Applicant and property owner Fort Healthcare Inc. has requested a Zoning Map Amendment to change the existing zoning of the four parcels outlined above from RS-5, Single-family Residential – 5, to I, Institutional. Fort Healthcare intends to expand the hospital parking lot to the north, and changing the zoning classification is the first action toward that goal. Fort Healthcare intends to move and/or demolish the four existing houses and vacate a section of North 4th Street in the future.

Fort Healthcare parcel to the north of the hospital campus that is currently used for remote parking. One of the goals in changing the zoning classification of these parcels and expanding parking to the north is to eliminate the need for the remote parking area. The remote parking parcel may be used for new housing development in the future.

The Plan Commission will hold a public hearing at the meeting on June 28th and may make a recommendation for action by the City Council based on the criteria outlined in the Zoning Ordinance, the analysis by staff, conformance with the Comprehensive Plan, and information gathered at the public hearing.

PUBLIC NOTICE:

Zoning Map Amendment applications require a Class 2 Public Notice and notification of surrounding property owners. A public notice was published in the *Jefferson County Daily Union* on June 14th and June 21st. A notice of this public hearing at the Plan Commission was mailed to property owners within 100 feet of the subject property on May 26, 2022.

COMPREHENSIVE LAND USE PLAN (2019):

Future land use for this site is listed as Institutional. Per the City Comprehensive Plan, this district is intended to permit both large- and small-scale institutional development including those on single sites within larger areas of both residential and nonresidential zoning districts. Residential uses are intended to occur at an approximate density of 1 dwelling unit per acre. This district avoids the creation of commercial spot zone intrusions in primarily residential or industrial areas where spots of commercial zoning may be incompatible.

Since the Comprehensive Plan was adopted in 2019, Fort Healthcare has made the decision to invest in its existing hospital facility rather than building a new facility in a new location. Part of the investment strategy is to consolidate certain operations within the hospital facility with the goal of possible redevelopment of other parcels currently used for parking and/or medical office uses in the area. The “healthcare center” concept in the Comprehensive Plan may be more centralized on the existing hospital site, while the northern parcels may become available for future redevelopment to support the housing needs of the community.

REVIEW BY ZONING ADMINISTRATOR AND CITY STAFF:

Section 15.10.31 of the City’s Zoning Ordinance outlines the process for Zoning Map Amendments. Section 15.10.31 (4) includes the following criteria for review by the Zoning Administrator and City staff in crafting a recommendation to the Plan Commission. The criteria from the Ordinance is in italics, and staff analysis is below.

- (a) Does the request advance the purpose of this Chapter as outlined in Section 15.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency?*

The purpose of the Zoning Ordinance is to protect the health, safety, morals, comfort, convenience, and general welfare of the public. It is designed to control and lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote adequate light and air; to protect surface water and groundwater resources; to prevent the overcrowding of land; to avoid undue concentration of population; to preserve, protect, and promote property values; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public facilities; to preserve the character of historic areas; and to preserve burial sites as defined in Sec. 157.70(1)(b), Wisconsin Statutes. It is also the intent of this Chapter to implement certain goals and objectives of the City of Fort Atkinson Comprehensive Plan, which are best addressed through zoning approaches, as enabled by Wisconsin Statutes.

This request does advance the purpose of the Zoning Ordinance.

- (b) Is the request in harmony with the Comprehensive Plan? If the proposed amendment is not in harmony, a Comprehensive Plan Amendment is required prior to rezoning.*

Yes – the request is in harmony with the Comprehensive Plan (see above).

(c) Does the request maintain the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning district?

Yes – The subject parcels are adjacent to an Institutional zoning district and were identified in the Comprehensive Plan as parcels that may be appropriate for future institutional uses.

(d) Does the request address any of the following factors that are not properly addressed on the current Official Zoning Map?

- a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.*
- b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.*
- c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a difference zoning district.*
- d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.*

The current zoning designation does not conform to the Comprehensive Plan. The requested change would bring the land into conformity.

Section 15.10.31(7) directs the Plan Commission to consider items (a) through (d), as well as the following, when making a recommendation to the City Council:

(e) Do the public benefits outweigh any and all potential adverse impacts of the proposed amendment?

Supporting the investment in and expansion of a healthcare facility in the City of Fort Atkinson outweighs any potential minor adverse impacts.

RECOMMENDATION:

Staff recommends that the Plan Commission recommend that the City Council approve the requested Zoning Map Amendment to change the zoning of the properties located at 603 N Fourth St., 609 N. Fourth St., 615 N Fourth St., and 403 McMillen St. from (SR-5) Single Family Residential -5, to (I) Institutional based on its compatibility with the Comprehensive Plan and compliance with Section 15.10.31(4) of the Zoning Ordinance.

The City Council is expected to review this request at the regular meetings on July 5th and July 19th.

ATTACHMENTS:

Application requesting the Zoning Map Amendment; Explanation of Request; Notice to the Public with Zoning Exhibit

City of Fort Atkinson Procedural Checklist for Zoning Map Amendments (Rezoning) Requirements per Section 15.10.31

This form is designed to be used by the Applicant as a guide to submitting a complete application to amend the Official Zoning Map and by the City to process the application.

Name, company, and client (if applicable): Fort Health Care, Inc

Phone number: 920-568-5490 Email: james.nelson@forthc.com

Property address of requested zoning change: 603 N Fourth Street; 609 N Fourth Street;
615 N Fourth Street; 403 McMillen Street

Zoning change request from SR5 to Institutional

I Application Packet Requirements

The Applicant shall submit an electronic or paper copies, as may be required by the City, of the application.

- ☐ A map of the subject property to scale, depicting the following:
 - ☐ All lands for which the zoning is proposed to be amended and all other lands within 100 feet of the boundaries of the subject property.
 - ☐ All parcel numbers for the subject property.
 - ☐ Current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control.
 - ☐ All lot dimensions of the subject property.
 - ☐ A graphic scale and north arrow.
- ☐ Legal description of the property.
- ☐ Written justification for the proposed Official Zoning Map amendment, including evidence that the application is consistent with the Comprehensive Plan.
- ☐ Any further information needed by the Plan Commission to facilitate the making of a comprehensive report to the Plan Commission and City Council.

II Criteria Used to Evaluate the Proposed Zoning Map Amendment

The Zoning Administrator shall review the complete application and evaluate whether the proposed amendment:

1. Advances the purposes of this Chapter as outlined in Section 15.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency.
2. Is in harmony with the Comprehensive Plan.
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.

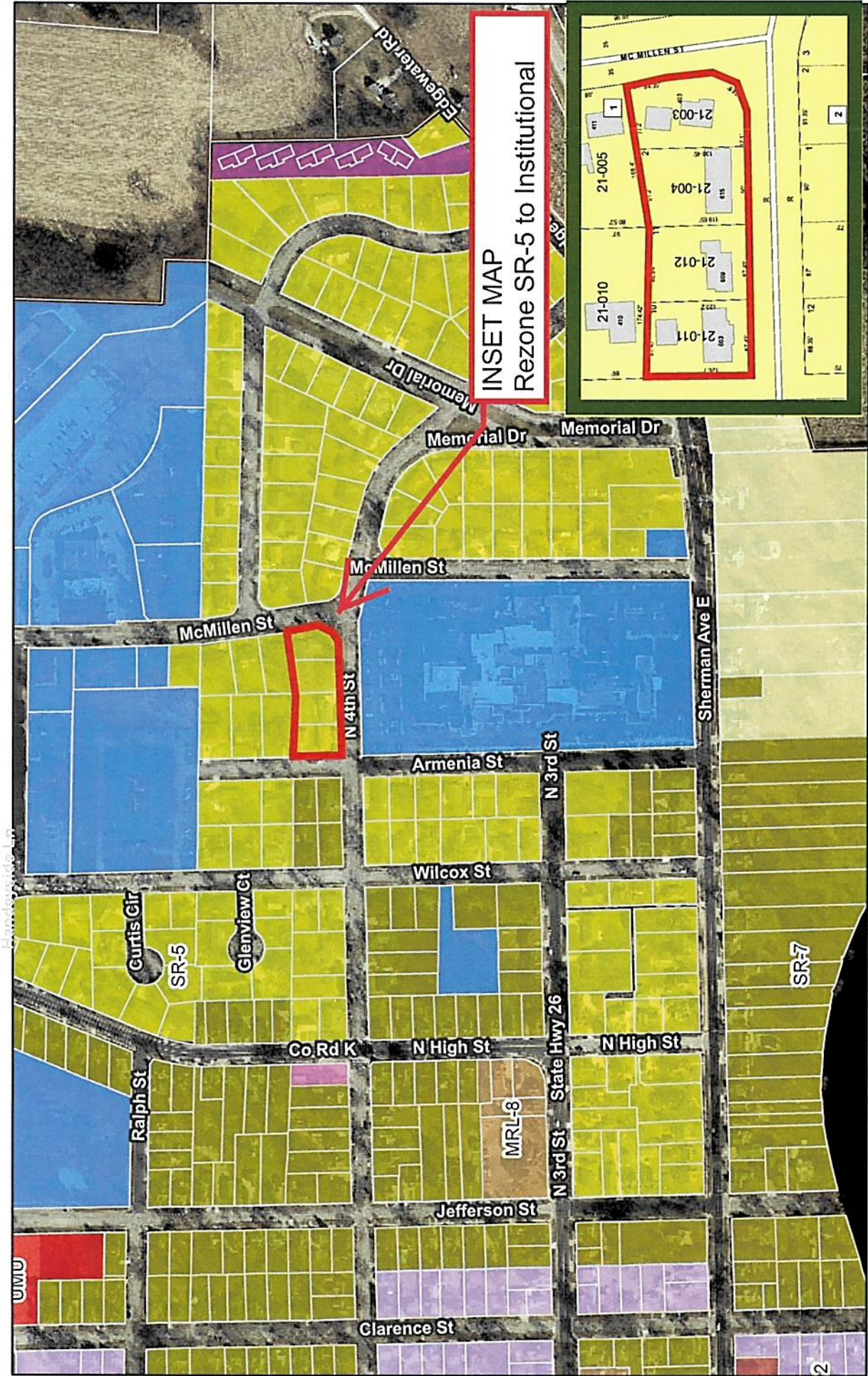
4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
- a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
 - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

III Process Checklist

- | | |
|--|-----------------------|
| <input type="checkbox"/> Staff-Applicant meeting (if applicable) | Date: _____ |
| <input type="checkbox"/> Application fee of \$200.00 received by City Clerk | Date: <u>SW</u> ✓ |
| <input type="checkbox"/> Reimbursement of professional consultant costs agreement executed. | Date: <u>SW</u> ✓ |
| <input type="checkbox"/> Receipt of complete application packet by Zoning Administrator | Date: _____ |
| <input type="checkbox"/> City Staff input | Date: <u>sw</u> _____ |
| <input type="checkbox"/> Class 2 legal notice sent to official newspaper by City Clerk | Date: <u>sw</u> _____ |
| <input type="checkbox"/> Class 2 legal notice published on <u>6.14.22</u> and <u>6.21.22</u> | Date: <u>sw</u> _____ |
| <input type="checkbox"/> Notification of neighboring property owners within 100 feet of the petition | Date: _____ |
| <input type="checkbox"/> Notification of clerks of municipalities within 1,000 feet of the petition | Date: _____ |
| <input type="checkbox"/> Notification of airports within 1 mile of the petition | Date: _____ |
| <input type="checkbox"/> Plan Commission Public Hearing, review and recommendation | Date: _____ |
| <input type="checkbox"/> City Council review and action | Date: _____ |
| | Date: _____ |



Fort Healthcare Rezoning Map



5/4/2022, 5:55:15 PM

CITY OF FORT ATKINSON

Jefferson County Tax Parcels

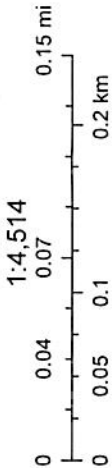
City of Fort Atkinson Municipal Boundary 2021 (incl. Preliminary Annexation)

City of Fort Atkinson Base Zoning

SR-2 - Single Family Residential - 15,000sf

SR-5 - Single Family Residential - 8,000sf

SR-7 - Single Family Residential - 6,000sf





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

CITY OF FORT ATKINSON
COST RECOVERY AGREEMENT

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

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

Applicant Name: Fort HealthCare, Inc

Project Name: Rezone 4 parcels to Industrial

Project Address: see attached

Parcel Number: see attached

Dated this 5 day of May, 2022.

Agreement signed and entered into by:

The City of Fort Atkinson

City Manager

Property Owner Information:

Applicant Information (if different):

Owner Name: Fort HealthCare, Inc

Applicant Name: _____

Owner Signature: James Nelson SOP/CEO

Applicant Signature: _____

Address: 611 Sherman Ave, E

Address: _____

Phone Number: 920-568-5490

Phone Number: _____

Email Address: james.nelson@Fortho.com

Email Address: _____

Fort HealthCare, Inc
Rezoning Request SR5 to Industrial / Cost Recovery Agreement
5-May-22

<u>Property Address</u>	<u>Parcel Number</u>
603 N Fourth Street	226-0514-0321-011
609 N Fourth Street	226-0514-0321-012
615 N Fourth Street	226-0514-0321-004
403 McMillen Street	226-0514-0321-003



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

May 26, 2022

NOTICE TO THE PUBLIC

The City of Fort Atkinson Plan Commission will hold a public hearing on **Tuesday, June 28, at 4 p.m.**, or as soon thereafter as the matter can be heard, to review and make a recommendation to the City Council on a request for a **Zoning Map Amendment** for the properties located at **603 N. Fourth St., 609 N. Fourth St., 609 N. Fourth St., 615 N. Fourth St. and 403 McMillen St.** in the City of Fort Atkinson. The public hearing and Plan Commission meeting will take place both in-person at 101 N. Main Street, Fort Atkinson and via Zoom:

<https://us02web.zoom.us/j/82214860406?pwd=TEVyUVdQM05VNFVzb0E2TUNTU0VnZlZz09>

Meeting ID: 822 1486 0406

Passcode: 53538

Dial by your location

+1 312 626 6799

The Zoning Map Amendment has been brought forward to change from Single Family Residential, SR5, to Institutional, I, to accommodate the expansion of the Fort HealthCare campus.

The Plan Commission is seeking input from the public. For more information, please contact City Engineer Andy Selle at aselle@fortatkinsonwi.net or (920) 563-7760. You may attend the public hearing via Zoom or submit a letter or email expressing your thoughts to City Engineer Selle.

Andy Selle, P.E.
City Engineer/Dir. of Public Works

AS/sw

Fort Healthcare Rezoning Map

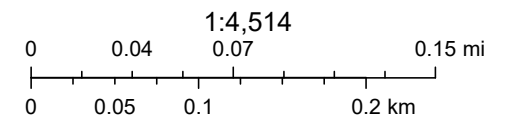


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- CITY OF FORT ATKINSON
- Jefferson County Tax Parcels
- City of Fort Atkinson Municipal Boundary 2021 (incl. Preliminary Annexation)

City of Fort Atkinson Base Zoning

- SR-2 - Single Family Residential - 15,000sf
- SR-5 - Single Family Residential - 8,000sf
- SR-7 - Single Family Residential - 6,000sf





James J. Nelson,
Senior V. P. Finance & Strategic Development/CFO
Fort HealthCare, Inc.
611 Sherman Avenue E
Fort Atkinson, WI 53538
james.nelson@forhc.com
920-568-5490 FAX 920-568-5412

June 30, 2022

Name

Address

Fort Atkinson, WI 53538

Dear Neighbors,

Thank you to those that came to the Fort Atkinson Planning Commission on Tuesday, June 28. I sincerely appreciated the concerns you expressed and ability to discuss those concerns with you during and after the meeting. I also appreciated the city engineer's willingness to stick around after the meeting to help answer a few questions. The main concerns I heard in the meeting were concerns over drainage, noise, light pollution, and traffic flow. Fort HealthCare is working on the "parking plan" for the four lots. We have hired an engineering firm to help us make sure we meet all the City's requirements as well as address the concerns you raised. We should have a good draft "parking plan" by the end of summer. Before we are able to proceed with the construction of the parking space for our employees, the City will require that we bring the "parking plan" to the Planning Commission for their approval. Before we submit our "parking plan" to the Planning Commission, we will invite you to sit down with us to go over the plan to make sure we eliminate as many of the concerns as possible.

As was relayed at/after the Planning Commission meeting, Fort HealthCare has been actively participating in the City's Comprehensive Planning process since its inception. Even before the initial Comprehensive Plan in 2008/9 was put into place we had identified any growth for us to be towards the other medical buildings toward the north. That is why the City placed the block north of Fourth Street between Armenia and McMillen in the "Community Facilities" category in their "Future Land Use" maps. This is also why we have been purchasing the houses as they've become available on this block since 2005. To date, we own 7 of the 12 properties on this block.

We know living on the edges of a hospital campus has its challenges. We appreciate your patience with us as we grow and address the changing needs of a community hospital.

Respectfully,

James J. Nelson
SVP/CFO
Fort HealthCare, Inc.



MEMORANDUM

DATE: August 2, 2022

TO: Fort Atkinson City Council

FROM: Brooke Franseen, Parks & Recreation Director

RE: Review and possible action relating to a request for a Public Monument/Building Review for installation of a fishing boy statue on the Riverwalk

BACKGROUND

Staff in the Parks and Recreation Department has been working with a donor to install a public art statue with a bronze memorial plaque along the Riverwalk. This type of request now 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.

Staff is requesting the review on behalf of a donor in memory of her son. The donor and staff worked together to select a statue that reflects the theme of the Riverwalk with a five-foot tall fishing boy fully funded by the donor.

DISCUSSION

Multiple locations were reviewed and staff is recommending to install the statue between the Wellington Place and the condos behind Public Parking Lot 8 on the Riverwalk. The statue would be installed by a bolt and anchor system under the tree stump and placed on the concrete ledge with the fishing pole faced towards the river. The bronze plaque would be installed directly under the fishing statue on the concrete ledge. Nearby is a light to illuminate the statue. Pictures of the preferred location of the statue and a draft of the plaque are provided in the packet of information.

The donor would like a 9" x 4" bronze plaque to say, "In Memory of Richard W. Milburn. For the fisherman, always a new horizon." The bronze plaque is consistent with the existing plaques along the Riverwalk.

FINANCIAL ANALYSIS

The Parks and Recreation Department maintains the Riverwalk, including painting over graffiti. This specific location was chosen due to the consistent illumination in the area, which may reduce the chance of vandalism. In the event of the statue being graffitied, Randolph Rose recommends paint thinner to remove any graffiti and staff will perform the work to remove potential graffiti. In the event of a broken piece, such as a fishing rod or fish, City staff will do our best to fix it with the resources available. The donor has acknowledged if the statue needs a new fishing pole or fish due to vandalism, there is a chance it may not get replaced unless funded by the donor. The donor would be notified with the chance to replace the broken pieces.

RECOMMENDATION

Staff recommends that the City Council approve this request for a Public Monument/Building Review allowing the installation of the fishing boy statue at the designated location on the Riverwalk.

ATTACHMENTS

Plan Commission Memo; Application; Fishing Boy Statue Pictures; Fishing Boy Plaque; Location of Statue; Demonstration Placement Photo; Listing of Public Art in Fort Atkinson



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

REQUEST FOR PUBLIC MONUMENT/BUILDING REVIEW REPORT TO THE PLAN COMMISSION

DATE: July 26, 2022

APPLICANT: Brooke Franseen, Parks & Recreation
Director

PROPERTY ADDRESSES: Unaddressed
property at the southeast corner of the
Riverwalk and the Glacial River Trail
Pedestrian Bridge

FILE NUMBER: PMR-2022-01

EXISTING ZONING: DR-8, Duplex Residential

PARCEL NUMBER: N/A

EXISTING LAND USE: Riverwalk

OWNER: City of Fort Atkinson

REQUESTED USES: Public Art

REQUEST OVERVIEW:

Staff in the Parks and Recreation Department has been working with a donor to install a public art statue with a bronze memorial plaque along the Riverwalk. This type of request now requires Plan Commission and City Council review and approval through the Public Monument/Building Review process.

Staff is requesting the review on behalf of a donor in memory of her son. The donor and staff worked together to select a statue that reflects the theme of the Riverwalk with a five-foot tall fishing boy fully funded by the donor.

Multiple locations were reviewed and staff is recommending to install the statue between the Wellington Place and the condos behind Public Parking Lot 8 on the Riverwalk. The statue would be installed by a bolt and anchor system under the tree stump and placed on the concrete ledge with the fishing pole faced towards the river. The bronze plaque would be installed directly under the fishing statue on the concrete ledge. Nearby is a light to illuminate the statue. Pictures of the preferred location of the statue and a draft of the plaque are provided in the packet of information.

The donor would like a 9" x 4" bronze plaque to say, "In Memory of Richard W. Milburn. For the fisherman, always a new horizon." The bronze plaque is consistent with the existing plaques along the Riverwalk.

PUBLIC NOTICE:

Public notice is not required for the Public Monument Review process. City staff has reviewed this request and has no objections to the statue, the location, or the memorial plaque.

COMPREHENSIVE LAND USE PLAN (2019):

The Comprehensive Plan outlines cultural resource goals, objectives, and policies in Chapter 5: Cultural Resources. It encourages the enhancement and beautification of downtown, commercial corridors, and other key places throughout the community with increased landscaping, signage, public infrastructure, and public art. Further, the Plan identifies the goal of preserving, enhancing, and promoting the City's unique character and cultural and historic assets. An objective within this goal is to promote the City's unique cultural assets as a source of community pride and as an attraction.

As can be seen in the attached Public Art in Fort Atkinson document, the City enjoys a wide variety of public art within the parks, open spaces, and public areas of the City. Note most of the statues are built in a similar scale, theme, and color palate, as the City has used Randolph Rose as the vendor for majority of the statues. The fishing boy has been purchased through Randolph Rose to stay consistent with the statues within the City.

The proposed statute is in line with and furthers the objective of using such public art as a source of community pride and attraction.

PUBLIC MONUMENT PURPOSE:

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.

MAINTENANCE PLAN FOR MONUMENT:

Another objective of the Public Monument/Building Review process is to identify the short and long-term maintenance needs of the monument or building and properly plan for them, with the hope that all future maintenance, repair, and replacement of structures does not fall onto the City.

The Parks and Recreation Department maintains the Riverwalk, including painting over graffiti. This specific location was chosen due to the consistent illumination in the area, which may reduce the chance of vandalism. In the event of the statue being graffitied, Randolph Rose recommends paint thinner to remove any graffiti and staff will perform the work to remove potential graffiti. In the event of a broken piece, such as a fishing rod or fish, City staff will do our best to fix it with the resources available. The donor has acknowledged if the statue needs a new fishing pole or fish due to vandalism, there is a chance it may not get replaced unless funded by the donor. The donor would be notified with the chance to replace the broken pieces.

RECOMMENDATION:

Staff recommends that the Plan Commission review the application and recommend that the City Council approve this request for a Public Monument/Building Review allowing the installation of the fishing boy statue at the designated location on the Riverwalk.

ATTACHMENTS:

Application; Fishing Boy Statue Pictures; Fishing Boy Plaque; Location of Statue; Demonstration Placement Photo; Listing of Public Art in Fort Atkinson

City of Fort Atkinson Procedural Checklist for Public Monument/Building Review Requirements per Wis. Statutes 62.23 (5) and Section 15.10.42 of the Zoning Ordinance

This form is designed to be used by the Applicant as a guide to submitting a complete application for a site plan and by the City to process the application.

Name, company, and client (if applicable): Brooke Franseen, City of Fort Atkinson Parks and Recreation Department on behalf of a donor

Phone number: 920-563-7781 Email: bfranseen@fortatkinsonwi.net

Property address for site plan: Riverwalk near condos off of Glacial River Trail

I Applicability

Site plan review and approval shall be required for changes to site characteristics (listed in Section 15.10.42).

II Application Requirements

The Applicant shall submit an electronic copy or paper copies, if required by the City, of the application. Applications for site plans shall contain all of the following, unless specific application requirements are waived in writing by the Zoning Administrator.

- ☐ Written description of the intended use describing in reasonable detail the following:
 - ☐ Existing zoning district(s) and proposed zoning district(s), if different.
 - ☐ Existing and proposed land uses, including a survey of existing buildings or monuments onsite.
 - ☐ Projected number of residents, employees, and/or daily customers.
 - ☐ Demonstration of compliance with the applicable standards and requirements of the City of Fort Atkinson Municipal Code.
 - ☐ Demonstration of consistency with the Comprehensive Plan.
 - ☐ Fencing materials (Section 15.06.40).
 - ☐ Explanation of the purpose of the public monument or building (must serve a public purpose)
 - ☐ Any other information pertinent to adequate understanding by the Plan Commission of the intended use and its relation to nearby properties.
- ☐ A small location map showing the subject property and illustrating its relationship to the nearest street intersection.
- ☐ Pre-Development Site Information.
 - ☐ Legal description of the subject property.
 - ☐ Existing property lines and setback lines.
 - ☐ Existing structures and paved areas.
 - ☐ Existing right of way lines with bearings and dimensions clearly labeled.

- ☐ Existing easements and utilities.
- ☐ Existing and proposed topography with a maximum contour interval of 2 feet, except where existing ground is on a slope of less than 2 percent where one foot contours shall be shown.
- ☐ The outer edges of all natural resource areas (i.e. floodplains, shorelands, wetlands, drainageways, woodlands, steep slopes).
- ☐ Proposed Post-Development Site Information.
 - ☐ Property lines and setback lines.
 - ☐ Location of all proposed structures and use areas, including paved areas, building entrances, walks, drives, decks, patios, fences, utility poles, and drainage facilities.
 - ☐ Proposed right of way lines with bearings and dimensions clearly labeled.
 - ☐ Proposed access points onto public streets and access drives on the subject property.
 - ☐ Location and dimension of all on-site parking (and off-site provisions if they are to be employed), including a summary of the number of parking stalls provided.
 - ☐ Location of all proposed parking and traffic circulation areas.
 - ☐ Location and configuration of all visibility triangles proposed on the subject property.
 - ☐ Location and dimension of all loading and service areas on the subject property.
 - ☐ Location of all outdoor storage areas and the design of all screening devices.
 - ☐ Location of all rooftop, wall-mounted, and ground-mounted mechanical equipment, and the design of all screening devices.
 - ☐ Location and type of all stormwater facilities and management approach to be employed and a copy of the proposed maintenance agreement.
 - ☐ Location of snow storage areas, except for single family and two family residential.
 - ☐ Proposed easement lines and dimensions with a key provided and explanation of ownership and purpose. Easement documents governing public access or cross access should be provided for review.
 - ☐ Location and size of all gas, electric, water, storm and sanitary utilities serving the parcel.
 - ☐ Location, type, height, size, and lighting of all signage on the subject property.
 - ☐ In the legend, include the following data for the subject property: lot area, flood area, floor area ratio, impervious surface area, impervious surface ratio, and building heights.
 - ☐ Proposal short and long-term maintenance plan for proposed buildings and/or monuments.
- ☐ Detailed Landscaping Plan. If required, a landscape plan depicting the location, type, and size at time of planting and maturity of all landscaping features as required in Article VIII.
- ☐ Grading and Erosion Control Plan. Scaled drawing depicting existing and proposed grades, including retention walls and related devices, and erosion control measures. Written erosion control plan indicating pre-site disturbance elements, maintenance and inspection timing of same during construction, provisions for temporary stabilization during construction and final stabilization plan.
- ☐ Elevation Drawings.
 - ☐ Elevations of proposed buildings or proposed remodeling of existing buildings showing finished exterior treatment and all rooftop, wall-mounted, and ground-mounted mechanical equipment.
 - ☐ Depict exterior materials, texture, color, and overall appearance.

- ☐ Perspective renderings of the proposed project and/or photos of similar structures may also be submitted, but not in lieu of drawings showing the actual intended appearance of the building(s).
- ☐ Photometric Plan
 - ☐ Location, type, height, design, illumination power, and orientation of all exterior lighting on the subject property.
 - ☐ Impact of lighting across the entire property to the property lines rounding to the nearest 0.10 foot candles.
- ☐ Operational Plan.
 - ☐ Describe the proposed hours of operation and traffic generation.
 - ☐ Describe the goal of this monument or building including how it will serve the public and improve the site on which it may be located.
 - ☐ Procedures for snow removal, except for single and two family residential.

III Process Checklist

- | | |
|--|-------------|
| <input type="checkbox"/> Pre-Application conference with Staff (recommended) | Date: _____ |
| <input type="checkbox"/> Reimbursement of professional consultant costs agreement executed | Date: _____ |
| <input type="checkbox"/> Receipt of final application packet by Engineering | Date: _____ |
| <input type="checkbox"/> City Staff input | Date: _____ |
| <input type="checkbox"/> Review and action by Engineering and Zoning Administrator | Date: _____ |
| <input type="checkbox"/> Plan Commission review and recommendation _____ | Date: _____ |
| <input type="checkbox"/> Review and action _____ | Date: _____ |





9.00"

In Memory of
Richard W. Milburn

**For the fisherman,
always a new horizon**

4.00"



Rock River

Glacial River Trail

Rock River

Wellington Place
at Fort Atkinson

Glacial River Trail

Lorman
Bicentennial
Park

Public parking Lot 8

Grant St

S Water St W

S Water St W

S Water St W

Fort Atkinson





City of Fort Atkinson
Parks and Recreation's Office
30 N. Water St. W.
Fort Atkinson, WI 53538

PUBLIC ART IN FORT ATKINSON

Updated 5/24/22

Rock River Park



Rotary Arch

\$6,896



Football Field Entrance

\$3,000



Puppy Serenade

\$10,093

Jones Park



Pitcher/Catcher Entrance

\$3,747



Sullivan Memorial

\$1,700



City of Fort Atkinson
Parks and Recreation's Office
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South Entrance

\$3,500



North Entrance

\$8,000

Riverwalk



Fallen Soldier

\$2,500



Al Haukom Plaque

\$3,000

Downtown



City of Fort Atkinson
Parks and Recreation's Office
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Library

\$40,000



Schink Memorial

\$3,600



Park & Rec

\$1,500



Park & Rec

\$2,000



Police Fountain

\$2,500



City of Fort Atkinson
Parks and Recreation's Office
30 N. Water St. W.
Fort Atkinson, WI 53538



Firefly

\$11,740



Barie Park Fountain

\$10,000



Native American Statues along Main St. Bridge

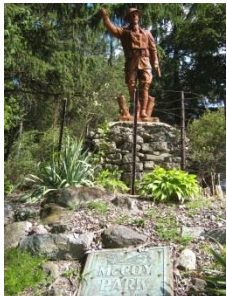
\$20,000



Pocket Park Clock

\$15,000

McCoy Park



McCoy Park Memorial

\$5,000



City of Fort Atkinson
Parks and Recreation's Office
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Fort Atkinson, WI 53538



Veteran's Memorial

\$76,500



War Dog Memorial

\$62,000

Memorial Park



Memorial Park

\$6,500

Lions Park



Vorpall Memorial

\$2,200



Lion

\$1,000



City of Fort Atkinson
Parks and Recreation's Office
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Lion

\$1,000



Klatt/Abendroth Sculpture

\$12,000



Starkweather sculpture

\$10,000



Folk Art Pole

\$5,000



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Parks and Recreation's Office
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Fort Atkinson, WI 53538

Bicentennial Park



Helping Hands Fountain

\$5,022



McKee Memorial

\$16,500

Glacial River Bike Trail



Entrance Arch

\$14,100



Swing Kids

\$2,775



City of Fort Atkinson
Parks and Recreation's Office
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Fort Atkinson, WI 53538



Endless Days

\$4,000



Bike Club Sculpture

\$2,500



Dog Club Sculpture

\$5,000



Roahen Sculpture

\$12,000



Ensweiler Sculpture

\$6,000



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Parks and Recreation's Office
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Fort Atkinson, WI 53538



Lorine Niedecker

\$2,000



"Is It Art?"

\$1,000

Wheels Park



Freestyle Skateboarder

\$4,380

TOTAL

\$405,253



MEMORANDUM

DATE: August 2, 2022

TO: Fort Atkinson City Council

FROM: Paul Christensen, Wastewater Utility Supervisor

RE: Review and possible action related to replacement and update of HVAC controls.

BACKGROUND

The 2022 Wastewater Utility CIP 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.

DISCUSSION

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.

FINANCIAL ANALYSIS

We solicited and received three proposals for the upgrade project.

AES, Inc. of Milwaukee, WI	\$68,238
Helm Group of Freeport, IL	\$43,952
Basset Mechanical of Kaukauna, WI	\$51,512

RECOMMENDATION

Staff recommends the proposal from the Helm Group of Freeport, IL for the cost of \$43,952 to replace and upgrade the HVAC controls for the Wastewater Utility main control building. Funding for this project is budgeted from the 2022 CIP program.

ATTACHMENTS

Proposals attached.

July 18, 2022

Fort Atkinson WWTP
1600 Farmco Ln
Fort Atkinson, WI 53538
Att: Mr Paul Christensen
REVISED : BAS Upgrade

Dear Paul

Helm Group would like to thank you for your time and the opportunity to provide this proposal for your consideration for the existing Building Automation System (BAS). Partnering with us for this work will ensure you are receiving the highest technical expertise in our industry. Our proposal is based on our site review with you and the existing American Auto Matrix (AAM) system that is there. We are offering a two-step solution for your control system. As discussed, the base project would consist of installing a Tridium Niagara N4 JACE system on top of the existing system. We can talk to that system and bring in a graphical front end for you to operate the system through this. It will provide alarms, trends, histories, setpoints, scheduling, etc. This JACE device can sit on your existing IP network and can be viewed with proper passwords to those whom you wish to access the system from any standard PC. It also could be tied to a wireless in which then it could be accessed by iPhones / Ipads or Android type devices if desired. The networking part would be up to what the City or Township would allow. The second step would be if you also wanted to replace the AAM controllers in addition to the first step.

Step One Scope

- Furnish / Install Tridium N4 JACE with Panel
- Tie in existing Communication PUP buss to New JACE Hardware
- Furnish Integration of existing AAM Controllers
 - (5) AAM RT AHUs
 - (1) DX-1 Boiler / Chiller Controller
- Furnish Graphics, Histories, Trends, Alarming for existing systems
- Furnish onsite training with users
- Note: We assumed that the DX-1 in the Boiler / Chiller room is connected to the AHUs communication buss.
- Note: IP Network cabling or Wireless Routers are not covered under this proposal amount. This will be provided by Fort Atkinson WWTP. We can assist with the requirements.

FOR THE SUM OF: _____ \$ 20, 475.00**Step Two Scope Add**

- Furnish / Install (6) New DDC Controllers to replace existing AAM Controllers in existing cabinets
- Furnish Programing of new controllers for:
 - (5) AHUs
 - (1) Boiler / Chiller Controller
- Note: We will reutilize all existing end devices: sensors, valves, damper actuators, relays, etc. If components are found to be defective, we will assess and take each item as a case by case and provide additional pricing if needed.

FOR THE SUM OF: _____ \$ 23, 477.00



Exclusions / Clarifications

- No Overtime Included
- No tax included in proposal amount
- All IP Networking / Routing by others
- Excludes diagnosis, parts, repairs out side of scope defined.

Please review and if there are questions or if additional information is needed, feel free to contact me.

Respectfully,

A handwritten signature in black ink that reads "Jay Pitcher".

Jay Pitcher ME, CEM
Controls Division Manager
Advanced Automation Solutions Group – Helm Group

Customer Signature

Customer acknowledges all terms and conditions within the document

Date



TERMS & CONDITIONS

No other terms, including those on Applicant's Purchase Order, may add to, modify, supersede or otherwise alter the TERMS contained herein, without the express written approval by an authorized representative of Helm Group / Mechanical Inc. All other terms are hereby rejected. By allowing Helm Group / Mechanical to complete work described herein, Customer hereby agrees to the following terms and conditions.

Customer agrees to promptly notify us of any unusual operating conditions of the subject equipment or problems with workmanship in regard to work that was performed as defined by the proposal attached with this form. **Customer understands that Helm Group / Mechanical has a 24 hour, 7 day a week answering service to respond to any issues.** Customer further understands and agrees that if customer fails to so notify Helm Group / Mechanical in a timely manner, of any problems or unusual operating conditions of the subject equipment or problems with workmanship, then Helm Group / Mechanical, shall not be liable for any and all claims, losses, costs, and damages, including but not limited to attorney's fees and other such damages to the extent caused by the customer's failure to provide the required notification. During the performance of any work under this agreement, The Helm Group / Mechanical agrees to carry commercial general liability insurance and worker's compensation insurance in the amount required by the Customer or contract as required.

Damages of any type relating to the installed system or its operation within new or existing facilities; even if by our negligence, will be limited by to the total amount of funds received for the total of this contract amount.

Helm Group / Mechanical Inc. is not responsible for viruses and/or network issues that may arise from any/all field laptops that connect to a customer's LAN, WAN, or other computer network. Problems relating to abuse, vandalism, power failure or power quality issues, misuse, fire, lightning, flood, or other Acts of God or acts of third parties other than Helm Group / Mechanical, or its employers, subcontractors or agents are not covered. Repairs necessitated by these items will be billed to the customer at our normal rates.

The Helm Group / Mechanical will not be responsible for any problems, costs, liabilities, damages, etc. caused by another firm, company or individual not directly employed or authorized by Helm Group / Mechanical who tampers with, changes, modifies or services any part of the system referenced by this contract.

PAYMENT TERMS

Payment terms include monthly progress billings and are due on a net thirty (60) days basis. Work described by this proposal could be suspended if monthly progress payments are not made on a timely basis. Should this account be referred to a collection agency or attorney for failure to pay in accordance with the terms and conditions of this agreement, the customer agrees to all collection costs, reasonable attorney fees, and 18% interest annually or 1.50% per month until date of full payment. All warranty coverage listed herein will be suspended until such time as any and all past due payments are received by Helm Group / Mechanical.

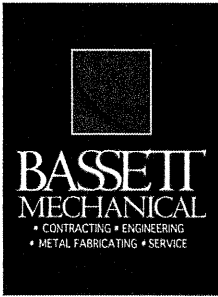
System's operational compliance with the specifications will be demonstrated to the customer or customer's representative at "substantial completion" of this project. This compliance may not be passed to the customer in its entirety until final payment is received by Helm Group / Mechanical.

I/we have read and agree to the terms and conditions as listed above.

Customer or Authorized Agent: _____
Printed Name

Signature

Date: _____



Fort Atkinson Waste Water Plant DDC Upgrade Proposal REV A

PREPARED FOR:

Paul Christensen
City of Fort Atkinson
1600 Farmco Ln
Fort Atkinson, WI 53538

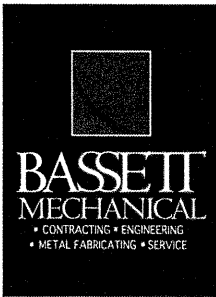
PREPARED BY:

Patrick Mikol
HVAC Control Project Manager
Bassett Mechanical
Phone: 920-462-1853
Patrick.mikol@bassettmechanical.com



1215 Hyland Avenue
Kaukauna, WI 54130
920-759-2500
800-236-2500
FAX: 920-759-2525
www.bassettmechanical.com

Date: July 27, 2021
Proposal Number: 21-2379



PROJECT / PROPOSAL AGREEMENT

July 27, 2021

Paul Christensen
City of Fort Atkinson
1600 Farmco Ln
Fort Atkinson, WI 53538

RE: DDC Upgrade
Proposal #: 21-2379

Bassett Mechanical is pleased to provide pricing for upgrading 5 air handling controllers with new Carrier controllers. Carrier is an open platform control system. This means you own the software, and all the control programs are viewable in i-Vu. The Carrier i-Vu system can email or text out system alarms, and trend input and output points. It also can be expanded to control or monitor multiple system and buildings. The Carrier direct digital control system is accessible on any standard web browser on the network. If outside access is allowed, the system can be viewed anywhere you have web access. This requires static IP addresses.

Scope of work

- Provide i-Vu Pro software to be installed on the buildings network.
- Provide BACnet router for the controller's communication bus.
- Provide and install 5 new controllers for air handling units 1-5.
- We will reuse the existing wiring and relays and replace the temperature sensor with new.
- Provide and install new Belimo heating and cooling control valves on the 5 air handling units.
- Provide labor for programming and graphics.
- Verify operation of new installed Carrier system.
- Provide 4 hours of customer training.

General Information

- All work has warranty for (1) year from install.
- Carrier i-vu open controllers have a (2) Year manufactures warranty.
- All mileage and truck charges are included.
- Bassett Mechanical will provide (1) printed copies of O/M manuals and user manuals, as well as (1) electronic copy for the customer's file

ISO9001
CERTIFIED

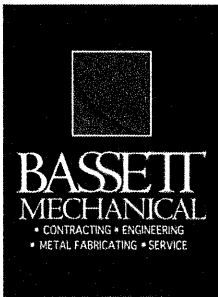
1215 Hyland Avenue
Kaukauna, WI 54130
920-759-2500
800-236-2500
FAX: 920-759-2525
www.bassettmechanical.com

General Exclusions

- Additional cost for any work performed during premium time.
- Providing a Computer for the Software.
- Any Data networking drops to the system.
- Wiring that is over 50 volts. Unless stated above
- 100% conduit installation.
- Installation of control valves or Dampers.
- Repair of mechanical equipment for to be not in working order

Total cost for the work described above:

\$51,512.00



Prior to Bassett formally accepting your approval for this proposed project, we request a verbal review of job scope, project schedule and inclusions/exclusions to ensure we are in alignment on expectations for a successful project.

NOTICE: Bassett Mechanical reserves the right to seek an excusable extension of time if Bassett Mechanical's work is delayed, disrupted, suspended or otherwise impacted by circumstances outside of Bassett's control including: (i) disruptions to material and/or equipment supply; (ii) illness of Bassett's workforce and/or unavailability of labor; (iii) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions and/or directives; (iv) Owner or Contractor restrictions and/or directives; (v) fulfillment of Bassett's contractual or legal health and safety obligations. Bassett Mechanical will use its best efforts to meet contractual obligations, including scheduled completion or delivery date(s). To the extent that work is suspended or interrupted pursuant to the terms of this proposal or supplier or subcontractor pricing increases, Bassett Mechanical reserves the right to seek additional costs associated with any such event.

Due to the volatility of current market conditions, the price(s) included in this proposal for the material, labor, subcontractor costs, and equipment component(s) identified herein shall remain in effect through and including 15 days from the date of this proposal. Thereafter, Bassett Mechanical may in good faith adjust such prices to reflect increases in the costs or availabilities of such price components. At the time of shipping, any surcharges from our supplier will be added to the costs of this proposal.

ACCEPTANCE OF PROPOSAL — Please sign, date and return one copy as acceptance of this proposal. Return via fax, e-mail or postal delivery.

Payment Plan - 1/3 down, followed by monthly progress billings.




1215 Hyland Avenue
Kaukauna, WI 54130
920-759-2500
800-236-2500
FAX: 920-759-2525
www.bassettmechanical.com

Terms Net 30 Days

CONTRACTOR

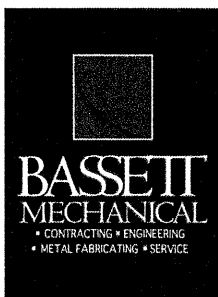
CUSTOMER

Signature 
Name Patrick Mikol
Title HVAC Control Project Manager
Date July 27, 2021

Signature/P.O. # _____
Name _____
Title _____
Date _____

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices and per attached "Terms & Conditions" and "Exclusions" pages. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry life, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. Information presented in this quotation is considered proprietary and the sole property of Bassett Mechanical.





INCLUSIONS / EXCLUSIONS

Any products or services not specifically mentioned on this proposal shall be the responsibility of others.

Bassett Mechanical will provide for the complete:

- | | | |
|---|---------------------------------------|---|
| <input type="checkbox"/> Design/Engineering | <input type="checkbox"/> Installation | <input checked="" type="checkbox"/> Replacement |
| <input type="checkbox"/> Retrofit / Repair | <input type="checkbox"/> Modification | <input type="checkbox"/> Fabrication |

The following checked items will be included in this proposal:

(Any items not checked are excluded from this proposal.)

- | | |
|--|---|
| <input type="checkbox"/> Ductwork | <input type="checkbox"/> Mechanical equipment screens |
| <input type="checkbox"/> Duct cleaning | <input type="checkbox"/> Structural steel & structural engineering |
| <input type="checkbox"/> Thermostat(s) | <input type="checkbox"/> Freight |
| <input type="checkbox"/> Insulation | <input type="checkbox"/> Local fees |
| <input type="checkbox"/> Louvers | <input type="checkbox"/> State approval |
| <input type="checkbox"/> Exhaust vent piping | <input type="checkbox"/> Taxes |
| <input type="checkbox"/> Grille(s) and diffuser(s) | <input type="checkbox"/> Certified air and/or water balancing |
| <input type="checkbox"/> Motor starter(s) & disconnects(s) | <input type="checkbox"/> Temporary heating / cooling dehumidification |
| <input type="checkbox"/> Control wiring | <input type="checkbox"/> Final adjustment and calibrations |
| <input type="checkbox"/> Power wiring | <input type="checkbox"/> System commissioning |
| <input type="checkbox"/> Cutting, patching, painting | <input type="checkbox"/> Process safety management |
| <input type="checkbox"/> Roof cutting and patching | <input type="checkbox"/> Preventive maintenance agreement |
| <input type="checkbox"/> Roof curb blocking | <input type="checkbox"/> Systems training program |
| <input type="checkbox"/> Exterior caulking | <input type="checkbox"/> Premium time labor |
| <input type="checkbox"/> Equipment pad | <input checked="" type="checkbox"/> Operation and maintenance manual(s): 2 Copies |
| <input type="checkbox"/> Equipment disposal | <input type="checkbox"/> Equipment warranty per manufacturer: |
| <input type="checkbox"/> Equipment leasing option | <input checked="" type="checkbox"/> Parts warranty per manufacturer: 1 year |
| <input type="checkbox"/> High Lift rental | <input checked="" type="checkbox"/> Parts warranty: 1 year |
| <input type="checkbox"/> Crane rental | <input checked="" type="checkbox"/> Workmanship: 1 year |
| <input type="checkbox"/> State inspections | <input type="checkbox"/> Freight Company – fuel surcharge |
| <input type="checkbox"/> Duct Smoke Detectors | <input type="checkbox"/> Bassett Mechanical Insulation Specification |
| <input type="checkbox"/> Bassett Mechanical Piping Specification | |

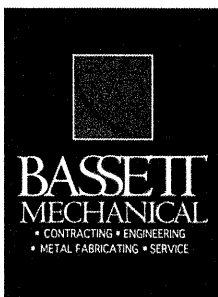
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CERTIFIED

1215 Hyland Avenue
Kaukauna, WI 54130
920-759-2500
800-236-2500
FAX: 920-759-2525
www.bassettmechanical.com

Mike Bassett

Excluded from this proposal are the following:

- ☒ Asbestos removal



TERMS & CONDITIONS

- Customer acknowledges that by signing this **Project/Proposal** Agreement, customer has read and understands the **Project/Proposal** Agreement including the attachments, **Inclusions/Exclusions** and **Terms & Conditions**, and accepts the same without modification or alteration and any attempt to do so which is not expressly set forth in a written amendment to this **Project/Proposal** Agreement signed by an officer of Bassett Inc. is null and void.
- Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
- Contractor warrants that the workmanship hereunder shall be free from defects for time indicated within the proposal from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
- Customer will promptly pay invoices within thirty (30) days of receipt. Any payment which is not made when due shall bear interest from the date due until the date paid at a rate of interest equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum interest allowed under applicable law. Should a payment become sixty (60) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
- In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorney's fees incurred by Contractor.
- Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts civil or military authority, priority regulations, insurrection or riot, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.
- To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
- Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Customer of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Contractor be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect or consequential damages.

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1215 Hyland Avenue
Kaukauna, WI 54130
920-759-2500
800-236-2500
FAX: 920-759-2525
www.bassettmechanical.com

Will answer to you

PROPOSAL: 22-0157

April 30, 2022

City of Fort Atkinson
Attn: Paul Christenson

Project: DDC Controls Upgrade At Building 010 for Fort Atkinson WWTP
Project Number: 22-0157
Addendum: 0

Dr.

SCOPE OF WORK:

Option 1 - Replace AHU controllers and Valves with a new front end, user interface, new operator work station and BAS system to be completely off City of Fort Atkinson's IT Infrastructure = \$48,250

- a. Reuse existing control panel cabinets, sensors, damper actuators and wiring.
- b. Provide new BacNet communication between supervisory controller (JACE) and new AHU controllers
- c. Furnish and install new fully modulating Belimo control valves for HW and CW service to AHU's
- d. Provide new user interface on a new computer furnished by AES connected to a TOSIBOX with separate internet connection provided by the site internet service provider.

Option 2 - Replace boiler and chiller plant controls = \$19,988

- a. Reuse existing control panel cabinet, sensors and wiring except outdoor air/humidity sensor
- b. Integrate boiler and chiller plants into front end and supervisor installed in option 1

Option 3 - Integrate Building 068 Controls Into Supervisor Using Tosibox = TBD
SCOPE TBD. Coordinating with Donohue and Assoc.

NOTE: All new wiring is assumed to be free-air cabling unless existing conduit is run between the areas that allow for low voltage control wiring to be run. All communication wiring will be either 22/2 twisted pair or CAT 6 ethernet.

CORONAVIRUS PANDEMIC: The Parties acknowledge the cost, supply chain, and scheduling issues resulting from the coronavirus pandemic. AES, Inc. will use commercially reasonable efforts to staff and supply this project to meet the scheduled completion date and at the agreed upon costs. Notwithstanding the foregoing, in the event that AES, Inc., its subcontractors, or its suppliers cannot maintain planned crew sizes due to illness, supply shortages, or governmental restraints on business, travel, and assembly, AES, Inc. will not be in breach of its obligations under

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WISCONSIN NEBRASKA
Green Bay Eau Claire Milwaukee Omaha
1-866-399-8226

this agreement and the time period in which AES, Inc. is required to perform its services will extend by the amount of time such illness, supply shortage, or governmental restrictions last. Additionally, in the event AES, Inc.'s costs rise more than 5 % from the time the fees for its services are quoted, AES, Inc.'s fees will increase by the increase in such costs. The additional costs incurred is at the discretion of AES, Inc.

Remit Payment to:

AES, Inc.
PO Box 5066
De Pere, WI 54115

Contract

Clarifications:

1. Ability to remote into the system from outside the facility for improved response time and full access to alarming.
2. 30% down for engineering and mobilization, progress billing thereafter.

Exclusions

- Furnishing or Installation of Air Flow Station/Damper Assemblies.
- Furnishing or Installation of VFDs.
- Smoke Detectors.
- Lighting Controls.
- Occupancy Sensors.
- Permits.
- Bid, Payment, or Performance Bonds.
- Cutting, Patching, or Painting.
- Backdraft Dampers.
- Fire or Smoke Dampers, Detectors, Annunciators, and Actuators.
- Premium Labor.
- Any Labor over 50V.
- Any additional work other than what is listed in the scope of work above.

**Agreement is subject to Customer's acceptance of the attached Terms and Conditions
And is valid 90 Days from proposal date:**

	Automated Energy Solutions, Inc.
	<i>Joseph Schmidt</i>
Customer Acceptance	AES, Inc. Authorized Representative Joseph Schmidt
Printed Name	Printed Name
Title	Title
Purchase Order	4/30/2022
Acceptance Date	Signature Date

TERMS AND CONDITIONS

By accepting this proposal, purchaser agrees to be bound by the following terms and conditions.
(Automated Energy Solutions, Inc. hereafter referred to as AES.)

- SCOPE OF WORK:** This proposal is based upon the use of straight time labor only. Plastering, patching, painting, general construction, electrical, asbestos abatement, and plumbing are excluded, unless otherwise specified. Purchaser agrees to provide AES with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. AES agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge AES for any costs or expenses without AES's written consent.
- INVOICING & PAYMENTS:** AES may invoice purchaser monthly for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Purchaser shall pay AES at the time purchaser signs this agreement an advance payment equal to 30% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay AES additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If our invoice is not paid within 10 days of its issuance, it is delinquent. Invoices not paid within 30 days will bear interest at the rate of 1 ½% per month (18% annum).
- MATERIALS:** If the materials or equipment included in the proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of AES, then in the case of such temporary unavailability, AES shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the costs of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- WARRANTY:** AES warrants that the installation shall be free from defects in workmanship for one (1) year from the date of installation. AES will repair installation defects at no charge to the customer. Any and all warranties upon any equipment shall be those of the manufacturer, subject to any limitations thereon. AES will assist purchaser in any warranty claims made to manufacturer. This warranty does not cover damage caused by misuse or negligence and does not apply to the equipment installed nor work done by others. This warranty shall be voided if the work performed by AES is repaired by others or in any way abused, altered or misused or which has not been properly and seasonably maintained. THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
- LIABILITY:** AES shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

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Green Bay Eau Claire Milwaukee Omaha
1-866-399-8226

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6. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes unless required by federal, state or local law. Purchaser shall pay in addition to the stated price, all taxes not legally required to be paid by AES or, alternatively, shall provide AES with acceptable tax exemption certificates. AES shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
 7. **PERMITS & FEES:** The price of the proposal does not include any amount for local or state fees, permits, or drawings, unless otherwise indicated on the contract.
 8. **DELAYS:** AES shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond AES's control, including, but not limited to, acts of God, fire, riots, labor disputes, acts or omissions of the purchaser, owner or other contractors or delays caused by suppliers or subcontractors of AES, etc.
 9. **COMPLIANCE WITH LAWS:** AES shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. This proposal does not include the amount for local or state permit fees or drawings, unless otherwise specified.
 10. **ATTORNEY'S FEES:** Purchaser agrees that they will pay and reimburse AES for any and all reasonable attorney's fees which are incurred by AES in the collection of amounts due and payable hereunder.
 11. **INSURANCE:** Insurance coverage in excess of AES's standard limits will be furnished when requested and required. No credit will be given or premium paid by AES for insurance afforded by others.
 12. **INDEMNITY:** The parties hereto agree to indemnify each other from any and all liabilities, claim, expenses losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.
 13. **OCCUPATIONAL SAFETY AND HEALTH:** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
 14. **ENTIRE AGREEMENT:** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
 15. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon AES unless accepted by AES in writing.
 16. **LIEN NOTICE:** Upon acceptance of this proposal you will be sent the appropriate lien notice if applicable. This lien notice will be for AES's payment protection.
 17. **CORONAVIRUS PANDEMIC:** The Parties acknowledge the cost, supply chain, and scheduling issues resulting from the coronavirus pandemic. AES, Inc. will use commercially reasonable efforts to staff and supply this project to meet the scheduled completion date and at the agreed upon costs. Notwithstanding the foregoing, in the event that AES, Inc., its subcontractors, or its suppliers cannot maintain planned crew sizes due to illness, supply shortages, or governmental restraints on business, travel, and assembly, AES, Inc. will not be in breach of its obligations under this agreement and the time period in which AES, Inc. is required to perform its services will extend by the amount of time such illness, supply shortage, or governmental restrictions last. Additionally, in the event AES, Inc.'s costs rise more than 5 % from the time the fees for its services are quoted, AES, Inc. reserves the right to proportionally fees will increase by the increase in such costs.