



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, SEPTEMBER 20, 2022 – 7:00 PM
CITY HALL – SECOND FLOOR**

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

Meeting ID: 599 786 6403
Passcode: 53538

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If you have special needs or circumstances which may make communication or accessibility difficult at the meeting, please call (920) 397-9901. 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 September 6, 2022 regular City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)

- b. Review and possible action relating to the **minutes of the September 13, 2022 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to the **minutes of the September 13, 2022 Finance Committee meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- d. Review and possible action relating to the **minutes of the September 14, 2022 Parks & Recreation Advisory Board meeting** (Franseen, Parks and Recreation Director)
- e. Review and possible action relating to **building, plumbing, and electrical permit report for August 2022** (Draeger, Building Inspector/Zoning Administrator)
- f. Review and possible action relating to the City Clerk-issued **License and Permit Report for August 2022** (Ebbert, Clerk/Treasurer/Finance Director)
- g. **City Sewer, Water, and Stormwater Utility Financial Statements** as of August 31, 2022 (Ebbert, Clerk/Treasurer/Finance Director)

6. Petitions, Requests, and Communications:

- a. Presentation from Hoffman Development Group, LLC & CedarPrise, LLC relating to the **Banker Road Development Project** (LeMire, City Manager)
- b. Review and possible action relating to a **Master Development and Professional Services Agreement** between the City of Fort Atkinson and Hoffman Development Group, LLC and CedarPrise, LLC relating to the Banker Road Development Project (LeMire, City Manager)
- c. Review and possible action relating to a proclamation **recognizing Curt Witynski and Gail Sumi of the Wisconsin League of Municipalities** upon their retirement (LeMire, City Manager)

7. Resolutions and Ordinances:

- a. Second reading and possible third/final reading of an **Ordinance Annexing** the territory located at W6124 Sunset Ave. to the City of Fort Atkinson (Draeger, Building Inspector/Zoning Administrator)

8. Reports of Officers, Boards, and Committees:

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

9. Unfinished Business – None

10. New Business:

- a. Review and possible action relating to the **2023 Recycling Grant Application** to the Wisconsin Department of Natural Resources (LeMire, City Manager)
- b. Review and possible action relating to the **2023 Squad Car Bid and related equipment** at a cost not to exceed \$56,000 (Bump, Police Chief)

- c. Review and possible action relating to a preliminary **Certified Survey Map** for the property located on the 800 block of Messmer Street (Draeger, Building Inspector/Zoning Administrator)
- d. Review and possible action on the **rental agreement for agriculture land** at the Fort Atkinson Municipal Airport (LeMire, City Manager)
- e. Review and possible action on **rental agreement for agriculture land** on City owned property in the Klement Business Park (LeMire, City Manager)
- f. Review and possible action **on rental agreement for agriculture hay land** on City owned property in the Klement Business Park (LeMire, City Manager)
- g. Review and possible action **on rental agreement for hunting land** on City owned property near the Wastewater Utility (LeMire, City Manager)

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: September 15, 2022

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

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

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, SEPTEMBER 6, 2022 – 7:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Present: Cm. Becker, Cm. Hartwick, Cm. Johnson, Cm. Schultz and President Scherer. Also present: City Manager, City Attorney, City Engineer, City Clerk/Treasurer, Wastewater Superintendent, Park & Recreation Director, Building Inspector

3. PUBLIC HEARINGS – NONE

4. PUBLIC COMMENT - NONE

5. CONSENT AGENDA:

- a) *Review and possible action relating to the minutes of the August 16, 2022 regular Fort Atkinson City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- b) *Review and possible action relating to the minutes of the August 23, 2022 regular Plan Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- c) *Review and possible action relating to the minutes of the August 24, 2022 Loan Review Committee meeting (LeMire, City Manager)*
- d) *Review and possible action relating to the minutes of the August 29, 2022 Economic Development Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- e) *Review and possible action relating to the minutes of the August 30, 2022 Police and Fire Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- f) *Review and possible action relating to Special Event: St. Joseph Catholic Church Fall Fest, September 10-11, 2022 at St. Joseph Catholic Church (Ebbert, Clerk/Treasurer/Finance Director)*
- g) *Review and possible action relating to Special Event: Rotary Wine Walk, Friday, October 14, 2022 downtown Main Street (Ebbert, Clerk/Treasurer/Finance Director)*
- h) *Review and possible action relating to Special Event: Kiwanis Club Trunk or Treat, Monday, October 31, 2022 at Jones Park (Ebbert, Clerk/Treasurer/Finance Director)*
- i) *Review and possible action relating to Special Event: CLCA Fall Fest 2022, Saturday, Oct. 22, 2022 from 10 a.m. to 1 p.m. at CLCA campus (Ebbert, Clerk/Treasurer/Finance Director)*
- j) *Review and possible action relating to Temporary "Class B" Retailer's Licenses for the Rotary Club of Fort Atkinson (Ebbert, Clerk/Treasurer/Finance Director)*

- k) *Review and possible action relating to Temporary Class "B" Retailer's Licenses for St. Joseph's Catholic Church – St. Joseph's Fall Festival September 10-11, 2022 (Ebbert, Clerk/Treasurer/Finance Director)*

Cm. Becker moved, seconded by Cm. Schultz 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) *First reading of an Ordinance Annexing the territory located at W6124 Sunset Ave., to the City of Fort Atkinson (Selle, City Engineer/Director of Public Works)*

Engineer Selle stated this is the first reading of the Ordinance submitted by the property owner. Public utilities exist at the location and the owner will be connecting and abandoning the existing services. Per the City's Comprehensive Plan, this parcel is part of the South Neighborhood Planning Area, and the future land use is designated as Single-family Residential - Urban. The Proposed use is in concert with the City Comprehensive Plan. The parcel will continue as a single-family residence. The applicant has requested SR-2, Single-family Residential, zoning within the City. The Plan Commission reviewed and recommended approval of the annexation.

Cm. Hartwick moved, seconded by Cm. Johnson to direct the City Manager to prepare this Ordinance for a second reading at the City Council meeting on September 20, 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 Special Event: Adult Recess, Friday, Sept. 23, 2022 at Jones Park (Franseen, Parks and Recreation Director)*

Director Franseen presented the adult recess event that is a 21+ only free event that allows adults to be kids for a night. There will be nostalgic playground games, all of the favorite old hits, and food and beverages will be available for purchase through the General's concession stand. In addition to Cornhole, giant Jenga, giant Connect 4, glow Disc Golf (and more), there will be organized games such as kickball, capture the flag, and dodgeball. Staff will have a table for participants to sign the Parks and Recreation Liability Waiver. Additionally, staff will check ID's and issue a wristband. 200 participants are expected.

Cm. Schultz moved, seconded by Cm. Becker to approve the Special Event: Adult Recess, Friday, Sept. 23, 2022 at Jones Park. Motion carried.

b) Review and possible action relating to Alcohol Beverage License application for the licensing period of September 7, 2022 to June 30, 2023 (Ebbert, Clerk/Treasurer/Finance Director)

Clerk Ebbert reviewed the recommendation by the License Committee from Ruhani Gas & Food, Inc who has applied for a "Class A" Intoxicating Liquor and Class "A" Fermented Malt Beverage license for use at 1012 Whitewater Avenue. This location currently operates as NK Gas & Food with the same type of alcohol license. The intoxicating liquor license quota is at maximum therefore the license holder, Nirbhai Pangli of NK Gas & Food submitted a letter confirming they would surrender their license to applicant Jitendrakumar Patel for use 1012 Whitewater Avenue operating as Shell Food & Liquor.

Cm. Becker moved, seconded by Cm. Johnson to approve the Alcohol Beverage License application for the licensing period of September 7, 2022 to June 30, 2023 for Ruhani Gas & Food, Inc. d/b/a Shell Food & Liquor at 1012 Whitewater Avenue, conditioned upon a successful background check and all monies owed to the City are paid prior to issuance. Motion carried.

c) Review and possible action relating to a Letter of Engagement from Baker Tilly US, LLP for TID #7 100% Audit (LeMire, City Manager)

Manager LeMire discussed the last date to incur costs relating to TID #7 was January 18, 2022. The project plan was adopted in late 1999, amended in 2003 and 2011. As no new project costs may be incurred, the city is required to perform a 100% audit.

Cm. Schultz moved, seconded by Cm. Hartwick to authorize the City Manager to execute the Letter of Engagement from Baker Tilly US, LLP for TID #7 100% Audit to take place in 2023. Motion carried.

d) Review and possible action relating to a Letter of Engagement from Baker Tilly US, LLP for annual audit services for 2022-2024 (LeMire, City Manager)

Manager LeMire reviewed the long-standing relationship with Baker Tilley who has served as the auditor for many years. Additional work is noted due to receiving federal funds, new funds and GASB requirements. A three-year quote was provided that included a 2022 audit year fee increase of 10%. The costs of the audit are split amongst the general and utility funds.

Cm. Becker moved, seconded by Cm. Johnson to authorize the City Manager to execute the Letter of Engagement from Baker Tilly US, LLP for annual audit services for 2022-2024. Motion carried.

e) Review and possible action relating to a proposal from Artisan Graham to list the City-owned parcels in the Klement Business Park (LeMire, City Manager)

Manager LeMire reviewed the proposal from Brandon Housley and Jeff Hoeye, representing Artisan Graham Real Estate, in early August to represent the City in the marketing, listing, and sale of the City-owned parcels in the Klement Business Park. The current listing agent is for the Klement Business Park is Madison Commercial Real Estate, LLC. This firm has represented the

City since 2019. The current agreement expired on August 11, 2021. Prior to this agreement, the listing agent for the business park was CBRE, Inc. from 2016 to 2019.

The Artisan Graham proposal was reviewed and recommended by the Economic Development Commission. The firm is proposing a slight decrease in the cost per acre of the lots with Janesville Avenue frontage from \$40,000/acre to \$30,000/acre. Other parcels will remain at \$20,000/acre. The firm is proposing a discounted commission of 5%, which is paid from the proceeds of the sale at closing. The 5% commission represents a decrease of 1% from the current (but expired) listing contract with Madison Commercial Real Estate.

Cm. Hartwick moved, seconded by Cm. Schultz to authorize the City Manager to sign a two-year agreement with Artisan Graham Real Estate to list the City-owned parcels in the Klement Business Park. Motion carried.

f) Review and possible action relating to a Tentative Agreement between the Fort Atkinson Professional Police Association Local #40 and the City of Fort Atkinson (LeMire, City Manager)

Manager LeMire provided the tentative agreement that referenced remote appearance for court, salaries and cleaned up language regarding pay periods.

Cm. Becker moved, seconded by Cm. Johnson to approve the Tentative Agreement between the Fort Atkinson Professional Police Association Local #40 and the City of Fort Atkinson and authorize execution of the Agreement after final review by the Finance Committee, City Manager, and the Police Chief. Motion carried.

g) Review and possible action related to Wastewater Treatment Plant – Phase 2 improvements project change order 5 – Aeration Equipment Substitution (Christensen, Wastewater Utility Superintendent)

Wastewater Superintendent Christensen and Donohue Representative Kevin Berg discussed the Phase 2 Improvements project at the wastewater treatment plant (WWTP) includes the procurement and installation of new fine-bubble aeration equipment in Aeration Basins 1 and 4, and Aerobic Digesters 1, 2, and 3. These systems are critical to the treatment of wastewater and the stabilization of biosolids at the facility. The selected manufacturer of the equipment has gone out of business as of early August 2022. The Contractor has engaged an alternate supplier that can meet the project specifications. The cost of equivalent equipment has increased since bidding in March 2021 – resulting in the need for a change order to make up the cost differential. The Contractor has submitted a request for a change of \$28,184 to address this issue. A change of this value requires Council review and approval to move forward.

Cm. Hartwick moved, seconded by Cm. Becker to approve the Wastewater Treatment Plant – Phase 2 improvements project Change Order 5 – Aeration Equipment Substitution – in the amount of \$28,184. Motion carried. Motion carried.

h) Review and possible action related to Wastewater Treatment Plant – Phase 2 improvements project change order 6 – Influent Wastewater Valve Body Replacement (Christensen, Wastewater Utility Superintendent)

Wastewater Superintendent Christensen and Donohue Representative Kevin Berg reviewed the change order. Phase 2 Improvements project at the wastewater treatment plant (WWTP) included the refurbishment of existing ductile iron plug valves in the raw wastewater piping. These valves are original to 1971, but appeared to be in good condition at the time of design, aside from known difficulties operating the valves. Replacement of the rotating assembly while reusing the existing housing bodies was included in the design as a cost saving measure at the time of bidding. There was no reasonable way to isolate or inspect the valves to determine their exact condition at the time of design

Staab has provided an estimated value of the change at \$70,314. The value of the materials about \$36,000, and Staab has estimated the effort at about 280 hours of labor. This total includes setup/takedown of all rigging and equipment to facilitate the change, as well as direct labor to remove and install the valves. Staab confirms this change is provided as a cost not-to-exceed on a time and material. Donohue and the City will track the labor hours actually required to complete the work, and Staab's cost will not exceed \$70,314 without prior authorization from the City accompanied by reasonable justification from Staab.

Cm. Becker moved, seconded by Cm. Johnson to approve the Wastewater Treatment Plant – Phase 2 improvements project Change Order 6 – Influent Wastewater Valve Body Replacement – in an amount not to exceed \$70,314. Motion carried.

i) Review and possible action related to Wastewater Treatment Plant – Phase 2 improvements project change order 7 – Primary Clarifier Floor Replacement Credit (Christensen, Wastewater Utility Superintendent)

Wastewater Superintendent Christensen and Donohue Representative Kevin Berg reviewed the credit for the project. The Phase 2 Improvements project at the wastewater treatment plant (WWTP) included removal and replacement of the grout topping on the floor of both primary clarifier tanks. This work was included as Bid Alternate 2 which was accepted by the City at the time of bidding in March 2021. After taking both clarifiers out of service and evaluating the condition of the floors, the recommendation was made to leave the floors intact. The overall condition was acceptable, with no areas of loose or deteriorating material identified. Comparison to historical photos in the 1993 improvements project indicated similar condition, confirming that no long-term degradation appears to be occurring. The bid value of the alternate was \$42,000. Discussion with Staab indicates that no significant costs were incurred during the time of investigation, and the entire value of the Work will be returned to the City.

Cm. Hartwick moved, seconded by Cm. Johnson to approve the Wastewater Treatment Plant – Phase 2 improvements project Change Order 7 – Primary Clarifier Floor Replacement Credit – accepting a credit of \$42,000. Motion carried.

11. MISCELLANEOUS – NONE

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

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

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

13. **ADJOURNMENT**

Cm. Hartwick moved, seconded by Cm. Becker to adjourn. Meeting adjourned at 7:53 pm.

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



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

**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, SEPTEMBER 13, 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: Highfield, Lescohier, Schultz, Manager LeMire and Engineer Selle. Also present: Clerk/Treasurer, Building Inspector and Attorney. Kessenich absent.

**3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE AUGUST 23, 2022
REGULAR PLAN COMMISSION MEETING**

Highfield moved, seconded by Schultz to approve the minutes from the August 23rd, 2022 Plan Commission meeting as submitted. Motion carried.

**4. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO A
PRELIMINARY CERTIFIED SURVEY MAP FOR THE PROPERTY LOCATED ON THE 800 BLOCK
OF MESSMER STREET (CSM-2022-05) (SELLE)**

Engineer Selle reviewed the property owner's submittal to combine 3 separate lots into 2 lots on Messmer Street. The lots will remain residential use. The Zoning is SR-5, and requires a minimum lot depth of 120 FT, a minimum lot width of 65 FT, and a minimum area of 8,000 SF. The proposal CSM creates a sub-standard lot as the maximum depth on the lot is 93 FT, approximately 27' FT short of the required minimum. The topography of the area however is on the side of the hill, creating significant separation between the rear yard neighbor. In the opinion of staff this will accomplish the intent of the required SR-5 lot depth. All other SR-5 metrics are exceeded on the proposed lot

Cm. Schultz moved, seconded by Cm. Lescohier to recommend the City Council approve this preliminary Certified Survey Map with the addition of the required 12 foot front setback added to the CSM. Further, as noted in the submittal, the remainder of lot 34-049 shall be combined with existing lot 34-048 to create a single lot. Motion carried.

5. ADJOURNMENT

Schultz moved to adjourn, motion seconded by Highfield and adjourned at 4:10 pm.

Respectfully submitted
Michelle Ebbert
City Clerk/Treasurer/Finance Director



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

**FINANCE COMMITTEE MEETING
TUESDAY, SEPTEMBER 13, 2022 – 5:00 PM
CITY HALL – SECOND FLOOR CONFERENCE ROOM**

1. CALL MEETING TO ORDER

President Scherer called the meeting to order at 5:00 pm.

2. ROLL CALL

Cm. Becker, Cm. Hartwick and President Scherer. Also present: City Manager and City Clerk/Treasurer.

3. REVIEW OF PROPOSED 2023 FULL TIME, PART TIME, AND SEASONAL WAGES TO BE INCLUDED IN THE 2023 CITY OF FORT ATKINSON OPERATING BUDGET

4. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO THE PROPOSED 2023 FEE SCHEDULE RESOLUTION

Manager LeMire reviewed the provided documents and discussed financial impacts to the 2023 Budget related to the cost-of-living adjustments. Reviewed were 2023 Full-Time, Part-Time and Parks & Recreation Seasonal Wages. Also reviewed was the draft Fee Resolution shows the name of the license, permit, or fee; the 2022 amount; the proposed 2023 amount; and the unit/duration. Note that the 2023 fee amounts highlighted in yellow are proposed changes from 2022. New licenses, permits, or fees that did not exist in 2022 are highlighted across the row.

5. ADJOURNMENT

Cm. Becker moved, seconded by Cm. Hartwick to adjourn. Meeting adjourned at 5:57 pm.

Respectfully submitted
Michelle Ebbert
City Clerk/Treasurer/Finance Director



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

**PARKS AND RECREATION ADVISORY BOARD MEETING
IN PERSON AND VIA ZOOM
WEDNESDAY, SEPTEMBER 14, 2022 – 4:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call Meeting to Order

Vice Chairperson Johnson called the meeting to order at 4:05 p.m.

2. Roll Call

Present: Bruce Johnson, Robert Cassiday, and Steve Mahoney. Also present: Parks and Recreation Director Brooke Franseen, Becky Binz with MSA, and Emily Soderberg with MSA.

Absent: Michael Williams, Don Neste, Ryan Baldry, and Becky Romens

3. Review and possible action relating to the **minutes of the June 8, 2022 Parks and Recreation Advisory Board meeting**

There was no action taken due to the lack of a quorum and tabled to the next meeting.

4. Review and discussion relating to the **Comprehensive Outdoor Recreation Plan (CORP)** (Becky Binz, MSA)

Emily and Becky reviewed the results of the survey.

The majority of the responses who said they had not participated in Parks & Rec activities in the last year was due to COVID.

MSA solicited feedback on the priority rankings of the preliminary recommendations. MSA suggested to keep more projects or items in the CORP to make it easier to apply for grants when appropriate instead of amending the CORP to include missing projects.

It was discussed to remove portable ballfield fences for Memorial Park. If Lacrosse comes to Fort Atkinson, it would either be played at the Football Fields, Endl Park, or possibly FAYSA soccer fields. Lacrosse is a spring sport and would conflict with baseball.

There was discussion on the labyrinth requested for Wilcox Park. There may not be enough acreage at Wilcox Park, but like the idea. Remove it from Wilcox Park and put it in a general recommendation for possible future parks.

Future land mixed use around the proposed neighborhood park #1 in the map of Proposed Parks & Trails.

MSA shared the map of a 10-minute walk radius from parks to homes in Fort Atkinson and it nearly covers the entire City. Meaning most houses in Fort Atkinson have a park they could walk to within 10 minutes.

MSA suggestion: splashpad at Ralph and connect to Glacial River Trail through the railroad. Opportunities may still use the railroad by Ralph Park. Trail funding is available for transitioning a trail on the railroad. Could couple splash pad with extension of trail connection for grant opportunities. It would also connect regional trails (outside of Fort). May be a parking issue if another amenity is added to Ralph Park. MSA is going to have their landscape architect look at the area near the Wheels Park to see if parking and splash pad is ideal. It's important to keep all pool amenities separate and spread out throughout the City.

DNR won't fund something that people have to pay for. For example, if there are admissions cost to enter a splash pad, the project would not be eligible for grants.

5. Next Meeting: **Wednesday, December 14 at 4:00 pm**

6. Adjournment

Cassiday moved, seconded by Mahoney to adjourn. Meeting adjourned at 5:40 p.m.

Respectfully submitted,
Brooke Franseen
Parks and Recreation Director



Permit Report

08/01/2022 - 08/31/2022

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

8/30/2022	22414					0	
8/30/2022	22411	1717 Montclair Pl.				0	
8/25/2022	22409	803 Highland Ave	Enbridge Energy			0	\$174.00
8/3/2022	22359					0	
							\$174.00

Group Total: 4

Group: Add/Alter Commercial

8/31/2022	22418	104 E Blackhawk Dr	Green Bay Packaging	Add/Alter Commercial	Addition	0	\$2,546.40
8/31/2022	22415	1750 Janesville Ave	T-Mobile (Lessee)	Add/Alter Commercial	New Tower Equipment	30,000	\$60.00
8/22/2022	22404	2 Madison Ave	Petes Tire	Add/Alter Commercial	Office Space	10,000	\$130.00
							\$2,736.40

Group Total: 3

Group: Deck

8/31/2022	22420	320 Jackson St	Amy Lueder	Deck	treated deck	0	\$59.40
							\$59.40

Group Total: 1

Group: Demo/Raze

8/1/2022	22354	1680 Janesville Ave	Kwik Trip Inc	Demo/Raze	remove old gas station	0	\$80.00
							\$80.00

Group Total: 1

Group: detached garage

8/22/2022	22403	100 Harrison St	James Hansen	detached garage	Garage Addition	4,000	\$72.00
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							\$72.00
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Group Total: 1

Group: Early Start

8/16/2022	22390	104 E Blackhawk Dr	Green Bay Packaging	Early Start	erosion control and footings	0	\$200.00
							\$200.00

Group Total: 1

Group: Electrical

8/31/2022	22419	1228 Erick St	Joel Kaiser	Electrical	Radon System	0	\$35.75
8/31/2022	22417	502 N High St	Redline Rentals	Electrical	outlets and lighting	0	\$36.00
8/25/2022	22410	813 East St	Cynthia Holt	Electrical	Solar	0	\$270.00
8/18/2022	22394	312 Adams St	Michael Engelhart	Electrical	Two exhaust fans	0	\$40.00
8/17/2022	22393	828 Boldt Street	Chuck Lungstrom	Electrical	Update Service	0	\$60.00
8/10/2022	22384	2 Madison Ave	PDC LLC	Electrical	New wiring and Sub panel	0	\$82.25
8/8/2022	22383	17 E Highland Ave	Doug+Tammy Studzinski	Electrical	20 amp to garage	0	\$39.75
8/5/2022	22376	214 Shirley St	Blue	Electrical	Garage wiring	0	\$41.00
8/5/2022	22374	414 Hillcrest Dr	Kimberly Loker	Electrical	Remodel	0	\$34.50
8/5/2022	22373	215 W Hilltop Tr	Sharon Trimmer	Electrical	Service upgrade 100amp	0	\$55.00
8/4/2022	22371	110 Radloff St	Mike Hintz	Electrical	Solar	20,388	\$425.00
8/4/2022	22370	329 Maple St	Jared Bowker	Electrical	Solar	32,800	\$245.00
8/4/2022	22369	702 Hillcrest Dr	James Debilzen	Electrical	basement bath/laundry	0	\$61.25
							\$1,425.50

Group Total: 13

Group: Fence

8/22/2022	22400	1113 N High St	Joe Mildenstein	Fence	Treated Privacy fence	5,000	\$55.00
8/22/2022	22399	718 Riverside Dr.	James Flanagan	Fence	6' Privacy	1,500	\$55.00
8/18/2022	22395	516 Clover Ln	Katelyn Huemmer	Fence	6' privacy in backyard	1,500	\$55.00
							\$165.00

Group Total: 3

Group: HVAC

8/31/2022	22416	603 Talent Tr	William Wild	HVAC	Repair ducting from fire	0	\$90.00
8/10/2022	22387	906 East St	Brad Nommensen	HVAC	Replace AC and Furnace	0	\$100.00
8/10/2022	22385	542 Wilcox St	David Westrick	HVAC	Replace Furnace	0	\$65.00
8/5/2022	22382	310 E Blackhawk Dr	Chris Vogelsberg	HVAC	Replace Furnace	0	\$65.00
8/5/2022	22381	307 S 3rd St	John Beauchamp	HVAC	Replace AC	0	\$65.00
8/5/2022	22380	1413 Greene St	Tina Dary	HVAC	Replace AC	0	\$65.00
8/5/2022	22379	603 Coventry Circle	Martha Firari	HVAC	Replace AC	0	\$65.00
8/5/2022	22378	115 Jackson St	Jacob Sheets	HVAC	Replace AC	0	\$65.00
8/5/2022	22377	1538 Radhika	Deb Hacht	HVAC	Replace AC	0	\$65.00
8/3/2022	22366	702 Hillcrest	James Debilzen	HVAC	Replace AC	0	\$65.00
8/3/2022	22365	1222 Riverside Dr	Wilbur Schomaker	HVAC	Replace AC	0	\$65.00
8/3/2022	22364	910 Banker Rd	Frank Falci	HVAC	Replace AC & Furnace	0	\$100.00
8/3/2022	22363	304 E Blackhawk Dr	Mary Beyerly	HVAC	Replace AC & Furnace	0	\$100.00
8/3/2022	22362	1104 Caswell	Doris Krueger	HVAC	Replace AC & Furnace	0	\$100.00
8/3/2022	22361		Timothy Dunlap	HVAC	Replace AC & Furnace	0	\$100.00
8/3/2022	22360	325 Martin St	Lawrence Gosdeck	HVAC	replace AC and Furnace	0	\$100.00
8/3/2022	22358	624 Lexington	Donna Schroeder	HVAC	Replace AC and Furnace	0	\$100.00
8/3/2022	22357	1104 Whitewater Ave	Dan Page	HVAC	Replace AC and Furnace	0	\$100.00
8/3/2022	22356	1518 Agnes Rd	Robert Krentz	HVAC	basement ductwork	0	\$60.00
							\$1,535.00

Group Total: 19

Group: New Single Family

8/30/2022	22413	1717 Montclair Pl	Roxolid Creations LLC	New Single Family	New 1 story	280,000	\$657.85
							\$657.85

Group Total: 1**Group: Plumbing**

8/16/2022	22392	312 Adams St	Michael Engelhart	Plumbing	new water heaters	0	\$42.00
8/16/2022	22389	110 Robert St.	Steve Piper	Plumbing	Water lateral	0	\$105.00
8/4/2022	22368	702 Hillcrest Dr	James Debilzen	Plumbing	basement bath/laundry	0	\$78.00
8/2/2022	22355	601 Handeyside Ln	Tamike	Plumbing	Plumbing for 10 unit building	0	\$360.00
							\$585.00

Group Total: 4**Group: Right of Way Opening Permit**

8/24/2022	22407	820 BANKER ROAD		Right of Way Opening Permit	NEW ELECTRIC SERVICE	0	\$50.00
8/23/2022	22406	1659 MONTCLAIR PL		Right of Way Opening Permit	DRIVEWAY	0	\$50.00
8/23/2022	22405	1659 Montclair Pl		Right of Way Opening Permit	driveway	0	\$50.00
8/19/2022	22398	726 W SHERMAN AVE		Right of Way Opening Permit	DRIVEWAY REPLACEMENT	0	\$50.00
8/19/2022	22397	726 Sherman Ave. W	Kristin Halverson	Right of Way Opening Permit	driveway	0	\$50.00
8/18/2022	22396	820 BANKER ROAD		Right of Way Opening Permit	NEW GAS SERVICE	0	\$50.00
8/12/2022	22388	69 Lucile St	Timothy Haak	Right of Way Opening Permit	driveway	0	\$50.00
8/5/2022	22375	510 Grant		Right of Way Opening Permit	driveway	0	\$50.00
							\$400.00

Group Total: 8**Group: Shed**

8/25/2022	22408	716 Van Buren St	Michael Becker	Shed	Pre built	11,446	\$73.20
8/22/2022	22402	518 Commander Court	Alison Griedl	Shed	10x18	5,000	\$47.70

8/10/2022	22386	1429 Jamesway	Gregory Nagy	Shed	Shed	3,800	\$48.00
							\$168.90

Group Total: 3

Group: Sign

8/30/2022	22412	1309 N High St	Uhaul	Sign	Building signs for Uhaul	0	\$230.00
							\$230.00

Group Total: 1

Group: Single Family Alteration/Addition

8/16/2022	22391	1117 Maple St	Heather Kuffer	Single Family Alteration/Addition	Egress Window and some basement finishing	5,100	\$46.80
8/4/2022	22372	1617 Ila St	Michael Gayhart	Single Family Alteration/Addition	Basement Finish	3,000	\$153.30
8/4/2022	22367	702 Hillcrest	James Debilzen	Single Family Alteration/Addition	basement bath/laundry	10,000	\$56.70
							\$256.80

Group Total: 3

Group: Windows/Doors

8/22/2022	22401	1300 Monroe St	Harold Ganser	Windows/Doors	Egress Windows	4,361	\$33.04
							\$33.04

Group Total: 1

							\$8,778.89
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Total Records: 67

9/6/2022

Jedidiah Draeger

Jedidiah Draeger
Building Inspector/ Zoning Administrator



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

MEMORANDUM

DATE: September 20th, 2022

TO: Fort Atkinson City Council

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

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

The following is a list of the Licenses and Permits issued by the City Clerk for the period of August 16, 2022 through September 20th, 2022 per the City of Fort Atkinson Municipal Code of Ordinances. No action is necessary by City Council, as these licenses and permits have already been issued. This report is for informational purposes only.

BEEKEEPING

None

OPERATOR

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

Applicant	Place of Employment	Recommended Approval by Fort Atkinson Police Department
Lori Jelinek	Open	X
Anthony Kobernick	Mr Brew's Taphouse	X
Karl Wetzel	Pick N Save	X
Karen Granzow	Pick N Save	X
Jacob Yandry	Rock River Lanes	X
Angela Henze	Rock River Lanes	X
Nathan Kozak	Festival Foods	X
Benjamin Mueller	Festival Foods	X
Tiffani Jane Perske	Open	X
Andrew Koehler	St Joseph Catholic Church	X
Jocelyn Strommen	Tavern on Rock	X
Rebecca Stoker	Iys Ventures Imart	X
Mckenna Knutson	Kwik Trip #1506	X

MOBILE MERCHANT

None

DOOR-TO-DOOR RESIDENTIAL / DIRECT SELLER

Benjamin Braun	Braun's All Year Landscaping	X
Eric Harmon	Guirdian Home Improvement	X
Carl Phillips	Guirdian Home Improvement	X
Marcus Moe	Guirdian Home Improvement	X



MEMORANDUM

DATE: September 20, 2022

TO: Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Review and possible action relating to a Master Development and Professional Services Agreement between the City of Fort Atkinson and Hoffman Development Group, LLC and CedarPrise, LLC relating to the Banker Road Development Project

BACKGROUND

In 2021, the City contracted with Vandewalle & Associates to create concept neighborhood plans for the City-owned property along Banker Road. In 2022, staff released the approved neighborhood plan, along with a Request for Interest (RFI), to the public and development community with the goal of finding a partner with which to work on the development of the City-owned land along Banker Road.

After reviewing three proposals, the City has determined that the best option will be to engage with Hoffman Development Group/CedarPrise on this development project. The Master Development and Professional Services Agreement (Agreement) that solidifies this relationship for an initial 12-month period is attached to this memorandum for the Council's review and consideration.

DISCUSSION

The Agreement outlines the roles and responsibilities of the parties as well as those of "NewCo" which will be a newly-formed entity created to own and operate the multi-family development, during this "pre-development" phase of the project. The Agreement also notes that there will be future Area Development Agreements entered into by the parties that will dictate the development of those individual areas.

In this initial Agreement, the City makes the following commitments:

- Use Tax Increment Financing and other public funding sources to assist in financing the project
 - Note that there is no TIF commitment in this Agreement; however, if Tax Increment District #9 is approved by the Joint Review Board, Plan Commission, and City Council, use of TIF will be option for financing of future Area Development Agreements.

- Commission a housing market study to inform the development from a third-party (complete)
- Wetland Delineation
- Environmental Phase 1 report
- Endangered Species Evaluation
- Surveying and Planning
- The total cost of which is not to exceed \$35,000.
 - Note that all studies, documents, and reports paid for by the City will be retained by the City if the Agreement is not extended past the initial one-year term.

Hoffman Development Group & CedarPrise make the following commitments:

- Perform the Wetland Delineation and produce the appropriate report
- Perform the Environmental Phase 1 assessment and produce the appropriate report
- Perform, or cause to be performed, the Endangered Species Evaluation and produce or transmit the appropriate report
- Perform the surveying, planning, and site pre-development work
- Determine feasibility of private financing for project
- Seek development partners (“NewCo”)

FINANCIAL ANALYSIS

Through this Agreement, the City is committing to pay for professional services and deliverables from Hoffman Development Group and CedarPrise in anticipation of future development of the Banker Road properties. The City is committing to up to \$35,000 for these efforts. All services and deliverables outlined in this Agreement will remain the property of the City if the Agreement expires after the initial 12-month term. However, it is the goal of the Parties to continue the partnership throughout the development of the entire 75 acres of City-owned land.

When the City purchased the Banker Road parcels in 2018, borrowed funds were used. As of January 1, 2022, there was \$126,139.44 remaining in this account to be used toward planning, annexation, project costs, and other items to support development in the area. Staff proposes that this account be used for the \$35,000 commitment outlined in this Agreement.

RECOMMENDATION

Staff recommends that the City Council approve the Master Development and Professional Services Agreement between the City of Fort Atkinson and Hoffman Development Group, LLC and CedarPrise, LLC, and authorize the City Manager to execute the Agreement. Staff further recommends that the \$35,000 in professional service fees be paid through account 01-60-0066-1700, Banker Road Borrowing.

ATTACHMENTS

Master Development and Professional Services Agreement between the City of Fort Atkinson and Hoffman Development Group, LLC and CedarPrise, LLC

FORT ATKINSON, WISCONSIN

MASTER DEVELOPMENT AND PROFESSIONAL SERVICES AGREEMENT

BANKER ROAD NEIGHBORHOOD DEVELOPMENT

This **MASTER DEVELOPMENT AND PROFESSIONAL SERVICES AGREEMENT** (this “**Agreement**”), with an original date of September __, 2022, by and among the City of Fort Atkinson, a Wisconsin municipal corporation (hereinafter referred to as “**Fort Atkinson**”), and **Hoffman Development Group, LLC**, a Wisconsin limited liability company (hereinafter referred to as “**HDG**”), and **CedarPrise, LLC**, a Wisconsin limited liability company (hereinafter referred to as “**CP**” and together with HDG, “**HDG/CP**”). Fort Atkinson and HDG/CP are hereinafter together referred to as the “**Parties**”.

RECITALS

WHEREAS, Fort Atkinson has designated several contiguous parcels of unimproved land (the “**Property**”) within the city limits of the City of Fort Atkinson for residential development hereinafter referred to as the “**Banker Road Development**” whose boundaries are shown in the attached **Exhibit A**; and

WHEREAS, HDG/CP responded to a RFI issued by Fort Atkinson and is prepared to act as the master developer and professional services provider for the Property comprising the Banker Road Development area; and

WHEREAS, HDG/CP and their affiliates, Hoffman Planning, Design & Construction, Inc. and Cedar Corporation (together the “**Affiliates**”), have trained staff who are experienced in the evaluation, assessment of feasibility, and development of residential projects composed of various housing types and styles, as well as their infrastructure needs; and

WHEREAS, HDG/CP and the Affiliates, individually and separately, are responsible for their respective services, and each of the Affiliates shall be engaged by HDG/CP to provide such services; and

WHEREAS, Fort Atkinson, as the current owner of the Property, desires to engage the services of HDG/CP to assist in the preliminary analysis of the development of the Property comprising the Banker Road Development area; and

WHEREAS, Fort Atkinson, as the current owner of the Property, agrees to transfer the Property to a newly formed entity (hereafter “**NewCo**”) at a price not less than \$1 per parcel or at a price not greater than the fair market value of the unimproved land value per acre of the Property or applicable portion thereof as determined by an appraisal of such Property or portion thereof obtained by Fort Atkinson from a qualified independent appraiser, at the close of financing, with the terms and conditions of such transfer to be outlined in the future pursuant to one or more development agreements to be entered into by and between the Parties with respect to development of the Property or a portion thereof (each an “**Area Development Agreement**” and collectively the “**Area Development Agreements**”), which will be entered into by

and between the Parties, if so agreed upon, as the details of development of each area of the Property (each an "Area" and collectively the "Areas") is developed; and

WHEREAS, Fort Atkinson intends to utilize Tax Incremental Financing and other public funding sources to assist in the financing and development of the Property comprising the Banker Road Development area; and

WHEREAS, Fort Atkinson will retain site control of the Property comprising the Banker Road Development area during the term of this Agreement, and until the Property is transferred to the NewCo; and

WHEREAS, HDG/CP is willing to provide significant professional consulting services with regard to planning, design, budgeting, construction, feasibility, timing, preliminary platting, and marketing of the Banker Road Development; and

WHEREAS, Fort Atkinson is willing to engage HDG/CP as the master developer for the term of this agreement for the Banker Road Development as outlined in **Exhibit A**; provided that after the expiration of this Agreement other developers may be considered. In the event this Agreement expires, and the HDG/CP work materials are shared with another developer, Fort Atkinson will indemnify and hold harmless HDG/CP from any claims or damages resulting from the use of the work product.

THEREFORE, IN CONSIDERATION OF THE ABOVE RECITAL STATEMENTS, WHICH ARE A MATERIAL PART OF THIS AGREEMENT, AND OF THE OTHER MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED THAT:

1. Fort Atkinson will pay for a housing and commercial market study performed by an independent third party to assess the overall real estate and commercial market demand for the Banker Road Development.
2. HDG/CP will provide to Fort Atkinson professional development services for the Banker Road Development. These services shall initially include the following listed items, which are necessary to provide the Parties with the information to assess overall development feasibility including the creation of project costs and financial proformas, phasing, and timelines. These services are being contracted through this Agreement and include the following:
 - a. A review of the third-party housing and commercial market study.
 - b. Wetland Delineation for the entire Property comprising the Banker Road Development area.
 - c. Endangered Species Evaluation
 - d. Assist the City of Fort Atkinson with their investigation into the options as they relate to Regional Geothermal options
 - e. Environmental Phase I report to include all Property comprising the Banker Road Development area.
 - f. Survey map of the Property comprising Banker Road Development.
 - g. Planning level cost estimates and recommendations for phasing public

infrastructure associated with the full build out of Banker Road Development.

HDG/CP and the Affiliates and their subconsultants shall preform the scope of work stated above for a time and materials fee not to exceed \$35,000. All costs and administrative expenses greater than the \$35,000 incurred in the performance of the scope of work stated above and not identified in a separate agreement shall be the sole responsibility of HDG/CP. The scope of services listed above and the deadlines for completion of such services may be modified by agreement of the parties during the term of this Agreement, documented by a written amendment executed by each of the Parties and appended hereto. Fort Atkinson will furnish to HDG/CP upon request, at no cost to HDG/CP, all information, surveys, reports, and other relevant materials in the possession of Fort Atkinson and relating to the Property.

3. The professional services to be provided under this Agreement shall focus on the Conceptual Site Plan for Banker Road Development in its entirety.
4. Fort Atkinson and HDG/CP will provide in a timely manner all services necessary to complete their respective obligations for all aspects of the pre-development of the Banker Road Development as well as Area 1 based upon a Predevelopment Responsibility Matrix attached herein as **Exhibit B**, with the timing of such funding based upon the Predevelopment Calendar Timeline attached as **Exhibit C**, which, Predevelopment Calendar Timeline is subject to reasonable adjustment by HDG/CP.
5. Nothing in this Agreement shall require Fort Atkinson to grant variances, exceptions or conditional use permits or to grant any other approval of the individual site plans nor any amendments that are not in compliance with all applicable municipal zoning and building ordinances or state or federal standards where they apply.
6. As the work to create the Conceptual Site Plan described above is completed, and the Parties enter into new Area Development Agreements for each stand-alone Area in series, HDG/CP will develop additional development information and materials for each of the staged Area developments attached herein as **Exhibit D**, and HDG/CP will provide those to Fort Atkinson and/or its designees, for review and comment by Fort Atkinson. The work necessary to develop each future Area so identified will be incorporated within a stand-alone Area Development Agreement.
7. Notwithstanding Section 5 above, Fort Atkinson will provide and/or utilize to the maximum extent practicable and proper its municipal authority to assist in the analysis, structuring, and development of the Areas within the Banker Road Development by HDG/CP including, but not limited to, zoning, land use

requirements, assistance with permitting and facilitating the formation of a Mixed-Use Tax Incremental Financing District.

TERM

8. The term of the Agreement shall be for a period not to exceed twelve (12) months from the effective date this Agreement. The Parties shall extend this Agreement beyond the initial twelve (12) months with the execution of subsequent Area Development Agreements. These Area Development Agreements will include, at a minimum, deliverables and timelines associated with the corresponding Area developments. Subsequent Area Development Agreements shall be contingent upon the Parties' approval of mutually acceptable terms. In the event of typical Force Majeure events such as natural causes (fire, storms, floods), governmental or societal actions (war, invasion, civil unrest, labor strikes), infrastructure failures (transportation, energy), etc., performance deadlines may be extended.

FEES

9. Fort Atkinson shall pay HDG/CP for professional services as identified within this Agreement. Any additional services and fees identified and agreed to during the term of this Agreement and associated with the Property comprising the Banker Road Development area will be negotiated between the Parties and based upon estimates prepared by HDG/CP and approved by Fort Atkinson. Any feasibility studies developed by HDG/CP during the initial 12-month term hereof related to Area 1 shall be at its own expense and will not be reimbursed by Fort Atkinson. As such, any feasibility studies developed by HDG/CP shall be and remain the property of HDG/CP.

TERMINATION

10. This Agreement shall terminate at the end of the initial twelve (12) month period, unless extended through the execution by the Parties of one or more Area Development Agreements as detailed in Section 8 titled "TERM", or upon the election of either party following substantial breach of the terms and conditions of the Agreement by the other Party. If a Party believes that a substantial breach has occurred, that Party must provide written notice to the other Party of the alleged breach and the alleged breaching Party shall have a period of thirty (30) days (or such additional time as is reasonably required to effect such cure, as long as the breaching Party promptly commences such cure and diligently pursues it to completion) in which to correct the alleged breach. Causes of early termination attributable to either Party includes material or repeated failure to perform the obligations of the Party beyond the applicable cure period, and also include early termination if the Banker Road Development is deemed to not be feasible for development for any reason. The Parties shall have the rights and remedies

available under applicable law for a default under this Agreement; provided, however, that both parties hereby release any and all claims for incidental and consequential damages. This Agreement may also be terminated or extended by a written agreement of the Parties. If any part of this Agreement is unenforceable, the remainder of the Agreement shall remain in full force.

COMMUNICATION & NOTICES

11. The Parties agree to communicate with each other on a regular basis. HDG/CP shall provide at least monthly updates to Fort Atkinson as to the progress of the Banker Road Development project. HDG/CP shall, in accordance with this provision, establish a timeline, which shall be an estimate, but shall serve as a tool by which the Parties may gauge the progress of the Banker Road Development project, understanding that modification may be necessary due to changing market conditions, weather or other related matters that may interfere with the established timeline.

Counterparts/Electronic Signatures – this agreement may be executed in different counterparts and may be signed electronically. Any and all notices required or permitted by this Agreement shall be sent to the Parties at the following addresses:

If to Fort Atkinson: (to be completed) _____

If to HDG: (to be completed) _____

If to CP: (to be completed) _____

Copy to: (to be completed) _____

CONFIDENTIALITY AND NON- DISCLOSURE

12. The Parties acknowledge the confidential and proprietary nature of the information and contacts provided by HDG/CP and the Affiliates in pursuit of the development and financing of Banker Road Development as well as projects associated with future Area Development Agreements that will be determined at a later date and agree to hold and keep such information confidential and not use it for their own purpose or to circumvent the engagement of HDG/CP. Each Party's efforts to keep the information and contacts confidential shall be those employed by a reasonably prudent person to protect its most confidential information, or the same degree of care employed by the Party to protect its own confidential information. Notwithstanding the confidentiality and non- disclosure provision of this Agreement, HDG/CP acknowledges that all documents presented to Fort Atkinson may be subject to disclosure by law related to Wisconsin open public record. If Fort Atkinson receives a request for disclosure that is reasonably likely to incorporate information that might be considered confidential by HDG/CP, the City will provide HDG/CP with notice of that request, which, notwithstanding the notice provisions of Section 11 above, shall be deemed given when sent by Fort Atkinson within an email and acknowledged as received by HDG/CP. Within five (5) business days of receipt of the Fort Atkinson notice, HDG/CP will inform Fort Atkinson via email of any objection to the disclosure of the requested information and an indication of which, if any, portion of the requested information may be disclosed without objection. Each of HDG/CP and Fort Atkinson shall hold harmless the other Party from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request of information and the laws pertaining to public record.

COOPERATION

13. The Parties agree to cooperate and support each other's efforts to satisfy the requirements of this Agreement as it related to the Banker Road Development, and to negotiate in good faith with respect to the terms of the Area Development Agreements. The Area Development Agreements will incorporate specific language regarding the Parties' obligations to cooperate and provide support and will include limitations such that neither Party is unduly burdened by the other Parties' obligations.

MODIFICATION

14. This Agreement and the documents related hereto may be modified by written agreement of the Parties. Any modifications in the documents shall be a part if the

terms of this Agreement. All such document shall be attached to the Agreement as a modification of the Agreement with a signed execution page, indicating that the Parties have reviewed and agreed to the changes.

HOLD HARMLESS

15. Each Party shall indemnify and hold the other Party harmless from and against all claims, damages, losses, liabilities, or expenses whatsoever to the extent arising out of such Party's negligent acts, errors, or omissions; provided, however, that neither of the Parties shall be responsible to the other for incidental or consequential damages. HDG/CP understands that all terms and conditions within subsequent Area Development Agreements will be subject to the approval of the Fort Atkinson City Council.

AGREEMENT

16. This Agreement shall be governed by the laws of the State of Wisconsin. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto, their heirs, successors, and assigns. This Agreement represents the entire agreement between the parties, and may be executed in different counterparts and may be signed electronically.

This **Agreement** is effective as of the date first above written.

City of Fort Atkinson

By: _____

Rebecca Houseman LeMire, City Manager

Hoffman Development Group, LLC

By: _____

Samuel Statz, Co-Founder, Manager

By: _____







Steven Roark, Co-Founder, Manager



CedarPrise, LLC

By: _____


Dean Zanon, Manager

Banker Road Neighborhood Plan
Concept 2
Fort Atkinson, Wisconsin

Potential Home Sites		
Type	Units	%
 ~100'+ lots (wooded)	19	7%
 ~75-80' lots	44	17%
 ~60-65' lots	60	24%
 ~50' lots (Alley)	14	6%
 ~40' lots (Alley)	7	3%
 Duplexes	24	9%
 Townhomes	16	6%
 Multi Family	70	28%
~ 254		100 %

 Stormwater (~5.2 acres)
 Parks (~4.5 acres)
 Trails

Potential Streets	
Type	Linear Feet
80' row	~800
66' row	~3,250
60' row	~6,300
Total Linear Feet ~10,350	

 Potential Alleys	~1,150
--	--------

Outdoor Athletic Facilities

High School Access Point

Fort Atkinson High School

Legend

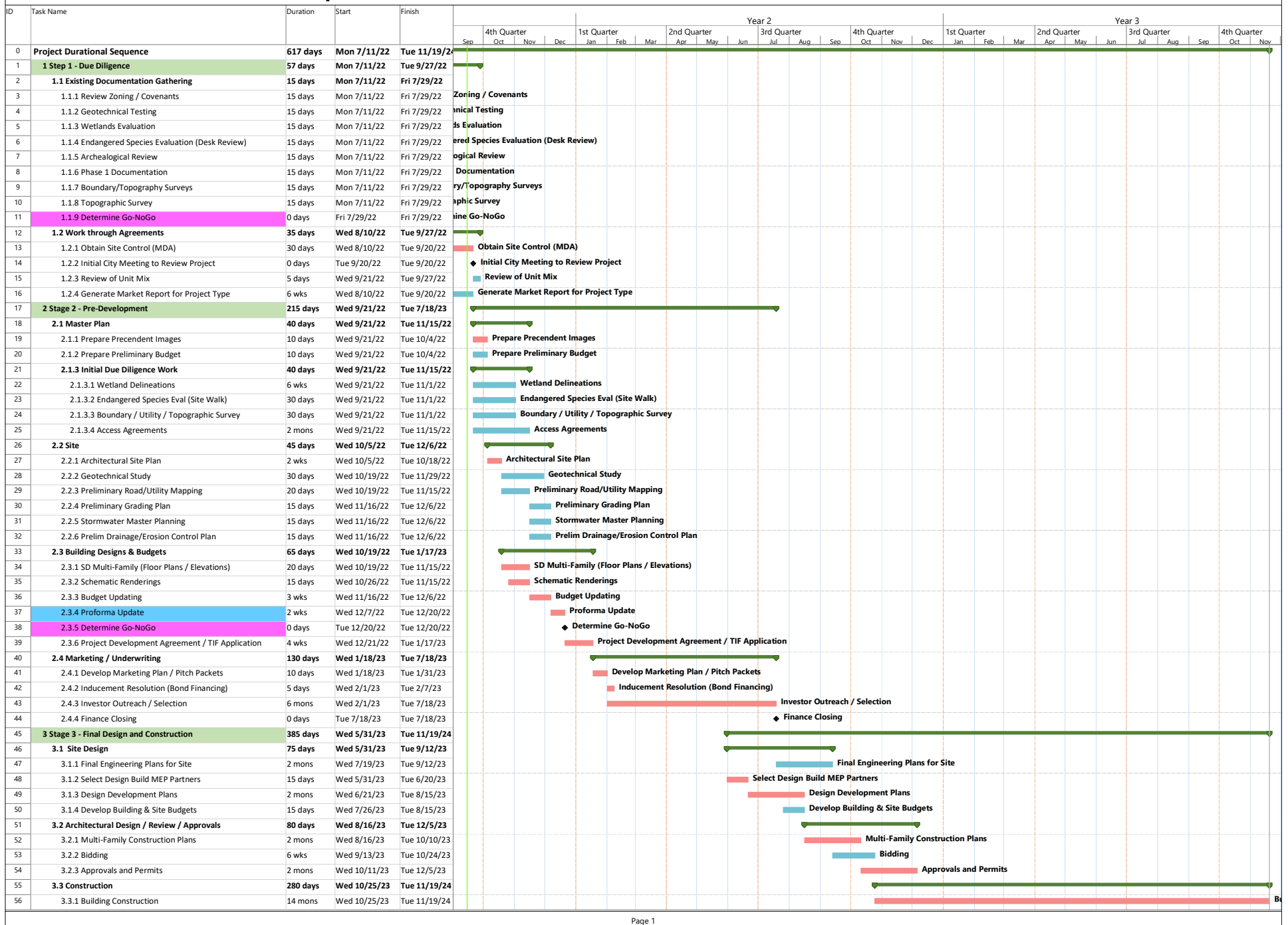
- Existing Mature Trees Intended to be Preserved on Private Lots
- Existing Mature Trees Intended to be Preserved in Parks
- Surveyed Trees (by others)
- Delineated Wetlands
- 2' Contours

0' 100' 200' 400'

Pre-Development Budget Worksheet				September 14, 2022				Hoffman Development Group / CedarPrise			
Fort Atkinson Development											

Fort Atkinson - Area 1 Development Schedule

Exhibit C



**PROCLAMATION
RECOGNIZING CURT WITYNSKI AND GAIL SUMI**

WHEREAS, since 1987, Curt Witynski has been providing leadership, guidance, and advocacy to benefit the cities and villages of Wisconsin; and

WHEREAS, since 2011, Gail Sumi has given voice to, and enlightened and informed Wisconsin's local leaders through her direction and coordination of the League of Wisconsin Municipalities' multiple channels of communication, including editing and production of *The Municipality*; and

WHEREAS, Mr. Witynski and Ms. Sumi have been thought leaders and trusted advisors for local officials, both elected and appointed; and

WHEREAS, Curt Witynski and Gail Sumi have contributed in countless ways to the prosperity and success of local government in Wisconsin; and

WHEREAS, in addition to their tireless efforts on behalf of municipal government, Curt Witynski and Gail Sumi have been role models for thousands of local leaders; and

WHEREAS, Mr. Witynski and Ms. Sumi will be retiring from daily service to local government at the end of calendar year 2022.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fort Atkinson, expresses its profound gratitude to Curt Witynski and Gail Sumi for their service; and

BE IT FINALLY RESOLVED that the City Council of the City of Fort Atkinson congratulates them both on their careers of leadership and wishes them well in future endeavors.

Proclaimed this 20th day of September, 2022.

CITY OF FORT ATKINSON

Christopher Scherer, Council President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: September 20, 2022

TO: Fort Atkinson City Council

FROM: Jed Draeger, Building Inspector/Zoning Administrator

RE: Second reading and possible third/final reading of an Ordinance Annexing the territory located at W6124 Sunset Avenue to the City of Fort Atkinson

BACKGROUND

Applicant and property owner Richard Weiss has requested the annexation of his property located at W6124 Sunset Avenue from the Town of Koshkonong to the City of Fort Atkinson, due to a failed septic system. The City's public utilities are in place on Sunset Ave. Mr. Weiss will hook up to City sewer and water and abandon the existing well.

DISCUSSION

Per the City's Comprehensive Plan, this parcel is part of the South Neighborhood Planning Area, and the future land use is designated as Single-family Residential - Urban. The Proposed use is in concert with the City Comprehensive Plan. The parcel will continue as a single-family residence. The applicant has requested SR-2, Single-family Residential, zoning within the City.

The Plan Commission reviewed this request at the meeting on August 23rd and recommended the Council review and adopt the Ordinance as presented. The Wisconsin Department of Administration has reviewed this request and found it to be in the public interest.

FINANCIAL ANALYSIS

The parcel has a deferred special assessment for the water, sewer, and road infrastructure on Sunset Avenue in the amount of \$12,947.28, which Mr. Weiss will pay upon annexation.

RECOMMENDATION

Staff recommends that the City Council perform the second reading of this Ordinance; suspend the rules to perform the third reading; and enact the Ordinance as proposed.

ATTACHMENTS

Plan Commission Staff Report with Attachments; Annexation Ordinance; DOA Review Letter



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

REQUEST FOR REPORT TO THE PLAN COMMISSION

DATE: August 23, 2022

FILE NUMBER: PFA-2022-03

PROPERTY ADDRESSES: W6124 Sunset Ave.

EXISTING ZONING: N/A

PARCEL NUMBERS: 016-0514-0941-007

EXISTING LAND USE: Rural Residential

OWNER: Richard Weiss

REQUESTED USES: SR-2 Single Family Residential

APPLICANT: Richard Weiss

REQUEST OVERVIEW:

Applicant and owner Richard Weiss has requested the annexation of the property located at W6124 Sunset Ave. from the Town of Koshkonong to the City of Fort Atkinson. Public utilities are in place on Sunset Ave. Mr. Weiss will hook up to City sewer and water and abandon the existing well. A deferred assessment is included on the property in the amount of \$12,947.28 which Mr. Weiss has agreed to pay.

PUBLIC NOTICE:

Annexation by Unanimous Consent does not require a public notice.

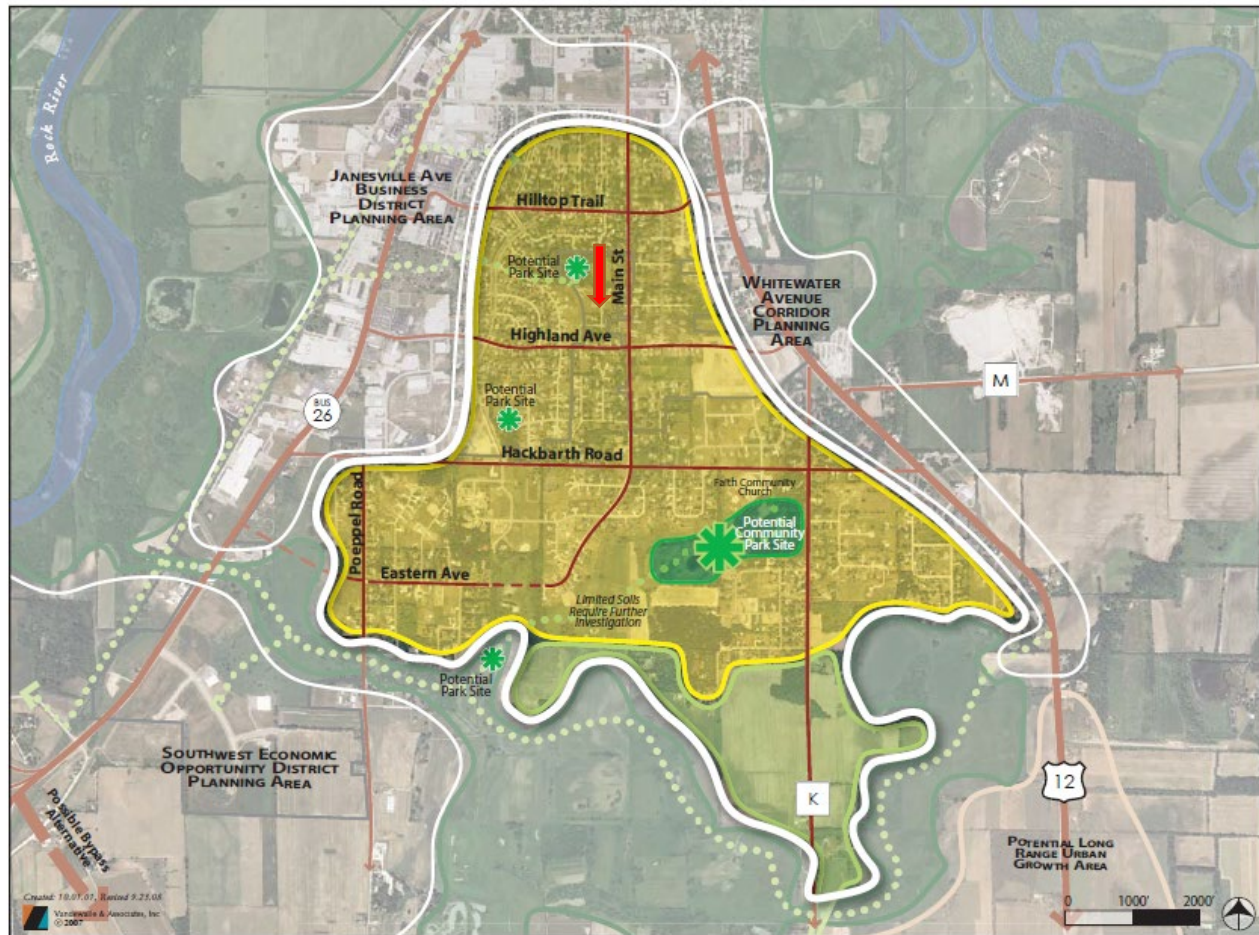
COMPREHENSIVE LAND USE PLAN (2019):

Future land use for this site is listed as Neighborhood. Per the City Comprehensive Plan, this parcel is part of the South Neighborhood Planning Area. The Proposed use is in concert with the City Comprehensive Plan. The parcel will continue as residential.

REVIEW BY ZONING ADMINISTRATOR AND CITY STAFF:

The parcel has a residential use now and so will be zoned SR-2 – Single Family. Staff have no other concerns.

SOUTH NEIGHBORHOOD PLANNING AREA



RECOMMENDATION:

Staff recommends the Plan Commission recommend the City Council perform three 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 9/6, 9/20, and 10/4.

ATTACHMENTS:

Annexation Application

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: Richard W. Weiss

Phone: 920-397-6033

Email: None (Send to: staudenhomes@gmail.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: Fort Atkinson

3. County where property is located: Jefferson

4. Population of the territory to be annexed: 1

5. Area (in acres) of the territory to be annexed: .4 Acres

6. Tax parcel number(s) of territory to be annexed(if the territory is part or all of an existing parcel):

016-0514-0941-007

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]

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

\$200 **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

\$400 **TOTAL FEE DUE** (Add the Filing Fee to the Review Fee)

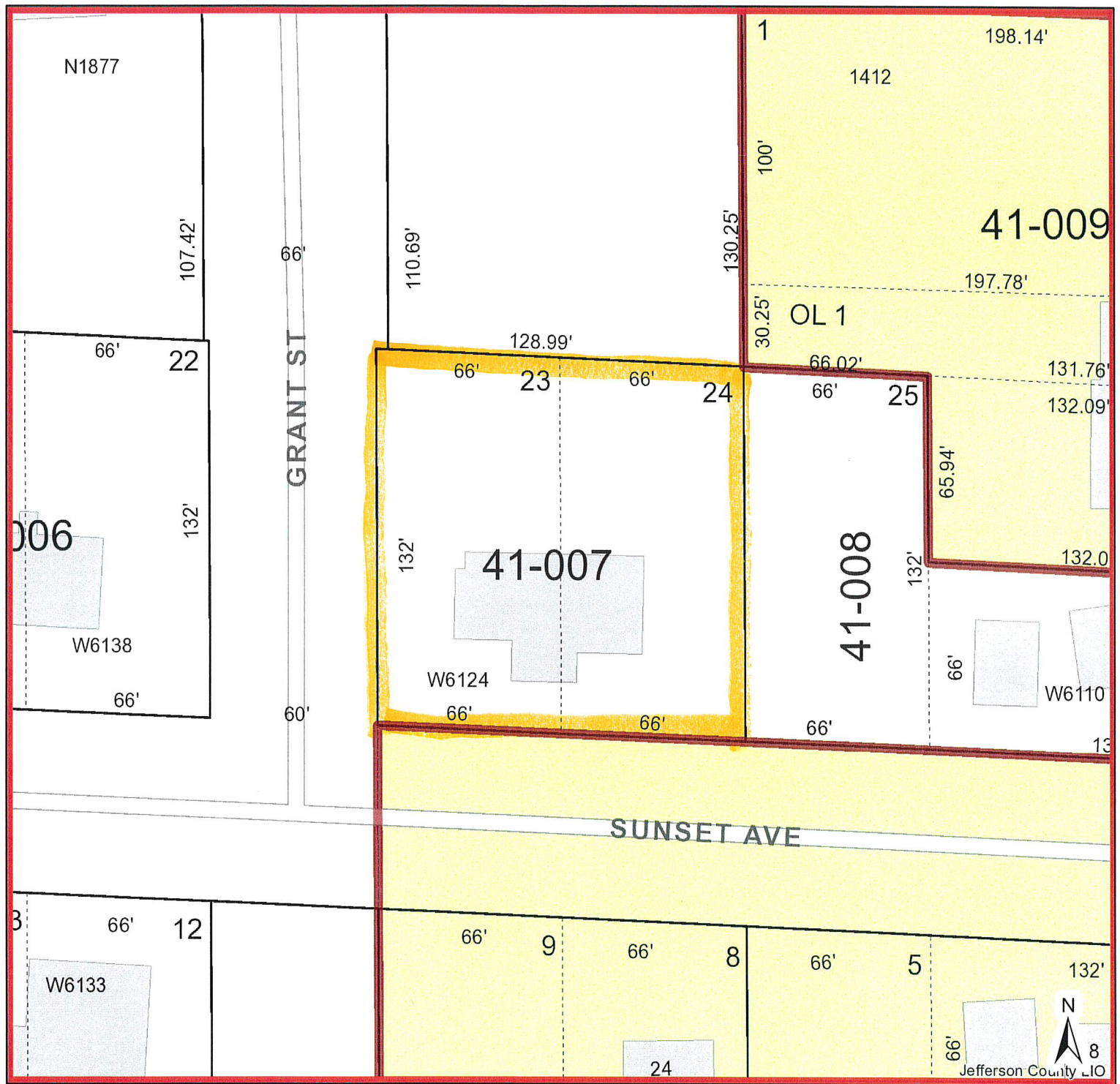
Include check or money order, payable to: **Department of Administration**

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**

Jefferson County Land Information



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



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: W6124 Sunset Ave, Fort Atkinson, WI

Parcel Number(s): 0160-5140-941-007

The current population or territory to be annexed and/or attached is 1 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 Residential.

Owner/Petitioner Signature:	Print Name:	Address:	Date:
<input checked="" type="checkbox"/> <u>Richard W. Weiss</u>	<u>Richard W. Weiss</u>	<u>W6124 Sunset Ave</u> <u>Fort Atkinson</u>	<u>7-29-22</u>

☒ Personally came before me this 1 day of Aug, 2022, the above named,

(day)

(month)

(year)

Richard W Weiss to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Mahbert

Notary Public, Jefferson County, Wisconsin (SEAL)

My Commission is permanent or expires on: 7/29/2025

CAITLIN KINCANNON, TRES
W5609 STAR SCHOOL RD
FORT ATKINSON WI 53538
www.koshkonongwi.com
(920) 563-4510

**2021 REAL ESTATE
PROPERTY TAX BILL
STATE OF WISCONSIN
JEFFERSON COUNTY
TOWN OF KOSHKONONG**

WEISS, RICHARD W
Parcel #: 016-0514-0941-007
Bill Number: 1335

Important: See reverse side for important information.

Be sure this description covers your property. Note that this description is for property tax bill only and may not be a full legal description.

0.400 ACRES

Document No: 1369424/1204285/1201316

W6124 SUNSET AVE

LOTS 23 & 24 OPPER'S SUNSET ADD

**RICHARD W WEISS
W6124 SUNSET AVE
FORT ATKINSON WI 53538**

Please inform treasurer of address changes.

Assessed Value Land	Assessed Value Improvements	Total Assessed Value	Average Assessment Ratio	Net Assessed Value	.017504892
31,200	137,700	168,900	92.47%	Rate (Does NOT reflect credit)	
Est. Fair Market Land	Est. Fair Market Improvement	Total Est. Fair Market	School Taxes Reduced By School Levy Tax Credit	A star in this box means unpaid prior year taxes	
33,700	149,000	182,700	304.58		
Taxing Jurisdiction	2020 Est. State Aids Allocated Tax Dist	2021 Est. State Aids Allocated Tax Dist	2020 Net Tax	2021 Net Tax	%Tax Change
JEFFERSON COUNTY	237,548	250,179	687.99	760.28	10.5
TOWN OF KOSHKONONG	231,695	235,618	243.47	363.17	49.2
FORT ATKINSON SCH DT	5,198,161	5,426,139	1,488.73	1,686.02	13.3
MATC	343,379	382,656	143.09	147.11	2.8
		Total	2,563.28	2,956.58	15.3
		First Dollar Credit	76.86	81.87	6.5
		Lottery & Gaming Credit	188.35	290.37	54.2
		Net Property Tax	2,298.07	2,584.34	12.5
			Net	Property Tax	2,584.34
			GARBAGE REMOVAL		155.88
			Total		2,740.22
FOR INFORMATIONAL PURPOSES ONLY - Voter Approved Temporary Tax Increase			TOTAL DUE FOR FULL PAYMENT		
Taxing Jurisdiction	Total Additional Taxes	Year Increase Ends	Pay by JANUARY 31, 2022		
KMR Road Project	\$56,770	2023	\$2,740.22		
Koshkonong 2019 Road Work Proj	\$172,300	2023	INSTALLMENT OPTIONS		
Koshkonong 2021 Road Work	\$316,500	2026	Pay by JANUARY 31, 2022		
Fort Atkinson RF-4955	\$736,907	2023	\$1,303.22		
			Pay by JULY 31, 2022		
			\$1,437.00		
			Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and if applicable penalty.		
			Failure to pay on time See Reverse.		

REMIT THIS STUB WITH FULL PAYMENT OR 1st INSTALLMENT

2021 REAL ESTATE Bill Number 1335

Correspondence should refer to
Parcel # 016-0514-0941-007
TOWN OF KOSHKONONG

RICHARD W WEISS
W6124 SUNSET AVE
FORT ATKINSON WI 53538

To: TOWN OF KOSHKONONG
CAITLIN KINCANNON, TRES
W5609 STAR SCHOOL RD
FORT ATKINSON WI 53538

☐ FULL PAYMENT \$2,740.22 BY JANUARY 31, 2022
OR
☐ FIRST INSTALLMENT \$1,303.22 BY JANUARY 31, 2022

To receive receipt, enclose a self-addressed stamped envelope

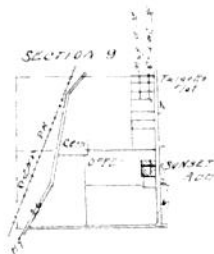
W6124 Sunset Ave
Fort Atkinson, WI 53538

OPPER'S SUNSET ADDITION
TO
FORT ATKINSON, WISCONSIN
IN THE NORTH HALF OF SOUTHEAST
QUARTER OF SECTION 9, TOWNSHIP
5 NORTH, RANGE 14 EAST OF 4.R.M
JEFFERSON COUNTY, WISCONSIN.

SCALE 1 INCH=60 FEET

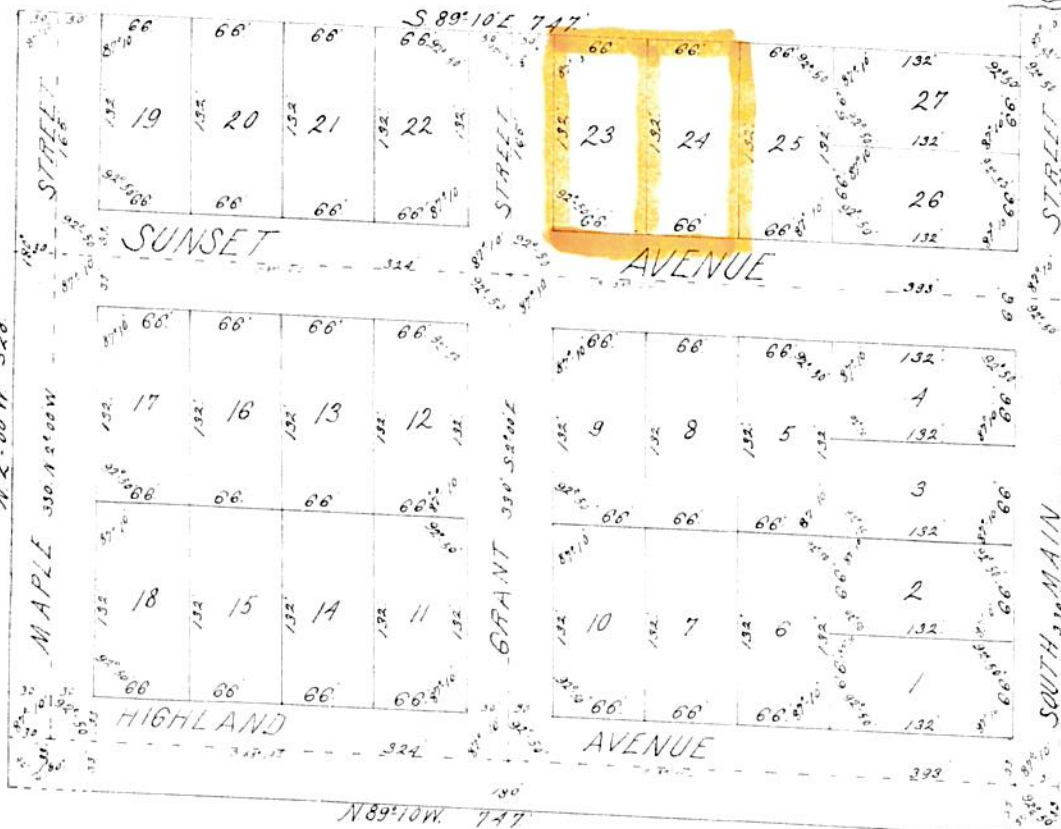
CA ROCKWELL, C.E.
OCTOBER 4, 1947.

Dec. 12, 1947
6:00 P.M.
City of Atkinson



N
↑

1" = 60'



STATE OF WISCONSIN } SS I.C.A.
JEFFERSON COUNTY }
Surveyor

I, the undersigned, do hereby certify that by the order and under the direction of Leon Oppen and Eva Oppen, I have surveyed and mapped the following described property, situated in the County of Jefferson, State of Wisconsin, to wit: Commencing at the East one quarter corner of Section 9, Township 5 North, Range 14 East, thence South 89 degrees 10 minutes East (S 89° 10' E) on East line of said Section 9, a distance of four hundred twelve and two tenths (412.2) feet to place of beginning, thence South 2 degrees 30 minutes East (S 2° 30' E), a distance of five hundred ninety eight (598) feet; thence North 89 degrees 10 minutes West (N 89° 10' W), a distance of seven hundred forty seven (747) feet; thence North 2 degrees 30 minutes West (N 2° 30' W), a distance of five hundred ninety eight (598) feet; thence South 89 degrees 10 minutes East (S 89° 10' E), a distance of seven hundred forty seven (747) feet to place of beginning.

Also that the within plat is a correct representation of the exterior boundaries of the land surveyed and the land divisions thereof made and that I have fully complied with the provisions of Chapter 236 of the Statutes of Wisconsin in surveying mapping and platting said lands. All corners and boundaries marked by iron pipe 1 1/2 by 3/4, stones 6x4x3 1/2, are at 400', and at 55' from Sec. 9.

Witnessed by
C.A. Rockwell
Professional Engineer
No. 2585

Subscribed and sworn to this day
1947.

STATE OF WISCONSIN } SS As undersigned
JEFFERSON COUNTY } we certify that
we have caused the land described
in the foregoing affidavit of C.A.
Rockwell Surveyor to be surveyed,
mapped and located as represented
on this plat
Leon Oppen
Eva Oppen

Witnessed by
H. A. ...
J. C. ...

STATE OF WISCONSIN } SS Be it
JEFFERSON COUNTY } remanded
that on this 4 day of
1947, personally appeared before
me Leon Oppen and Eva Oppen, known
to me to be the persons whose names
the foregoing certificate and who
acknowledges the same.

Like to them
Atty. Gen. ...
Notary Public

Resolved that the plat known as
Oppen's Sunset Addition to Fort
Atkinson, Wisconsin, and in the North
half of Southeast quarter of Section 9,
T5N, R14E, Jefferson County, be and
the same is hereby approved.

STATE OF WISCONSIN } SS E. F.
JEFFERSON COUNTY }
CITY OF FORT ATKINSON } Clerk of the
City of Fort Atkinson, Jefferson County,
Wisconsin, do hereby certify that the
foregoing is a true and correct copy
of a resolution adopted by the Com-
mon Council of said City of Fort
Atkinson, on the 2nd day of December, 1947.
E. F. Clement
City Clerk

Resolved that the plat known as
Oppen's Sunset Addition to Fort
Atkinson, Wisconsin, and in the North
half of Southeast quarter of Section 9,
T5N, R14E, Jefferson County, be and
the same is hereby approved.

STATE OF WISCONSIN } SS I. Carlin
JEFFERSON COUNTY }
TOWN OF KASHANONG }
Clerk of the
Town of Kashanong, Jefferson County,
Wisconsin, do hereby certify that the
foregoing is a true and correct copy
of a resolution adopted by the Town
Board of the Town of Kashanong, on the
15 day of November, 1947.

Witnessed by
I. Carlin
Clerk of the Town
of Kashanong, Clerk of Jefferson
County, Wisconsin, do hereby certify that there
are no unpaid taxes or liens on the above
described land, as shown on any of the enclosed in the above
plat.

Full Legal Description For W6124 Sunset Ave, Fort Atkinson:

Lots 23 and 24, according to the recorded plat of Oppers Sunset Addition to Fort Atkinson, Wisconsin, in the N. $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of Section 9, Township 5 north, range 14 east of the 4th principal meridian, Jefferson County Wisconsin

ORDINANCE NO. ____

**AN ORDINANCE ANNEXING
THE TERRITORY LOCATED AT W6124 SUNSET AVENUE
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 Richard W. Weiss, as the property owner, the following described territory in the Town of Koshkonong, Jefferson County, Wisconsin, is hereby annexed to the City of Fort Atkinson, Wisconsin:

Lots 23 and 24, according to the recorded plat of Oppers Sunset Addition to Fort Atkinson, Wisconsin, in the N. ½ of S.E. ¼ of Section 9, Township 5 north, range 14 east of the 4th principal meridian, Jefferson County, Wisconsin (a/k/a parcel number 016-0514-0941-007, consisting of approximately 0.40 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 13 of the City of Fort Atkinson, subject to all

ordinances, rules, and regulations of the City. Population of this territory is one (1) on the effective date of this Ordinance.

Section 6. DEFERRED SPECIAL ASSESSMENT. The subject property benefited from road, water, and sewer improvements on Sunset Avenue. The subject property was then located in the Town of Koshkonong, and the City established a deferred special assessment for the value of those improvements in the amount of \$12,947.28. The property owner has agreed to pay this amount upon annexation.

Section 7. 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 8. EFFECTIVE DATE. This Ordinance shall take effect upon passage and publication.

Adopted this _____ day of _____, 2022.

CITY COUNCIL OF THE CITY OF FORT ATKINSON

Christopher Scherer, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



TONY EVERS

GOVERNOR

KATHY BLUMENFELD

SECRETARY-DESIGNEE

Municipal Boundary Review

PO Box 1645, Madison WI 53701

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

Email: wimunicipalboundaryreview@wi.gov

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

September 06, 2022

PETITION FILE NO. 14523

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

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

Subject: WEISS ANNEXATION

The proposed annexation submitted to our office on August 17, 2022, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city..." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the City of Fort Atkinson, which is able to provide needed municipal services.

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

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

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14523 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2597>
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner



MEMORANDUM

DATE: September 20, 2022

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to the 2023 Recycling Grant Application to the Wisconsin Department of Natural Resources

BACKGROUND

The 2023 Recycling Grant Application has been completed and is attached for reference.

DISCUSSION

This is an annual grant program through the Wisconsin Department of Natural Resources. The grant award supplements the cost of both recycling and composting for the City. The City's estimated recycling expenditures in 2023 is \$225,262.10, as outlined in the table on page 2 of this memo. The total represents an estimated increase of 2.5% over estimated 2022 recycling expenditures. The WDNR has provided around \$35,000 in grant funds over the last several years. In 2023 WDNR is expected to provide a similar amount.

FINANCIAL ANALYSIS

If the application is approved, staff will budget a similar amount of revenue in the State Recycling revenue account (01-42-0042-6600) in the 2023 budget.

RECOMMENDATION

Staff recommends that the City Council approve the 2023 Recycling Grant and authorize staff to sign and submit the application to the Wisconsin Department of Natural Resources.

ATTACHMENT

2023 Recycling Grant Application



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

view chart list.

Recycling Expenditures UCA #53565 (including yard waste & waste tires)	A. Education	B. Collection (Curbside &/or Drop-off)	C. Processing & Marketing	D. Compliance & Enforcement	E. Estimated Total Costs
1. Salaries/Wages & Employee Benefits	0.00	46,158.10	0.00	0.00	46,158.10
2. Consulting & Professional Services	425.00	0.00	0.00	0.00	425.00
3. Utility Services	0.00	0.00	0.00	0.00	0.00
4. Purchased Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00
5. Purchased Services Printing & Advertising	0.00	0.00	0.00	900.00	900.00
6. Purchased Services Other(contractual svcs)	0.00	175,574.00	0.00	0.00	175,574.00
7. Office Supplies	0.00	0.00	0.00	0.00	0.00
8. Subscriptions & Dues	360.00	0.00	0.00	0.00	360.00
9. Employee Travel & Training	325.00	600.00	0.00	0.00	925.00
10. Operating Supplies & Expenses	320.00	0.00	0.00	0.00	320.00
11. Repair & Maintenance Supplies	0.00	600.00	0.00	0.00	600.00
12. Insurance	0.00	0.00	0.00	0.00	0.00
13. Rents & Leases	0.00	0.00	0.00	0.00	0.00
14. Depreciation(Total depreciation costs in Row 14 Column E)	0.00	0.00	0.00	0.00	0.00
15. Hourly Equipment Use Charges(Total hourly use charges in Row 15 Column E)	0.00	0.00	0.00	0.00	0.00
16. Cost Allocations	0.00	0.00	0.00	0.00	0.00
17. Cost Allocations Other (not #53635)	0.00	0.00	0.00	0.00	0.00
Total	1,430.00	222,932.10	0.00	900.00	225,262.10

2023 Recycling Grants to Responsible Units Application Form

Form 8700-2220 Rev. 6-16
State of Wisconsin Dept. of Natural Resources

Submit By: October 1, 2022*

Responsible Unit (RU)
City of Fort Atkinson
Muni Code: 28226
County: Jefferson
Population: 12458
RU Category: Single

DNR Contact Information
Bureau of Community Financial Assistance - CF/2
Wendy Soleska
wendy.soleska@wisconsin.gov
608-852-1358

For instructions, please click

*NOTICE: This form is authorized by Chapter 287, Wis. Stats., and Chapter NR 542, Wis. Adm. Code. To be eligible to receive a grant, completion of this form is mandatory. Failure to submit the completed form to the department by October 1, 2022 will result in denial or reduction of grant funds for 2023. Personally identifiable information on this form is intended to be used by the Department for recycling program purposes, but may be made available to requesters as required by Wisconsin's Open Records law (ss.19.31-19.39, Wis. Stats.).

SECTION 1: CONTACT INFORMATION

Note: You are not able to add or update any authorized representative or contact information on the application this year. If you have changes, please contact Rachel Stark by email at DNRWAFacilityContactRegistry@wisconsin.gov or by phone at 920-650-9426.

A. Authorized Representative

The DNR central office has the responsible unit's authorizing resolution on file. According to our records, the authorizing resolution names the position of City Manager as the authorizing representative.

Rebecca Houseman LeMire
101 N Main St
Fort Atkinson WI 53538-1861
City Manager
920-397-9901 -
rlemire@fortatkinsonwi.gov

B. Primary Contact

Andy Selle
101 N Main St
Fort Atkinson WI 53538-1861
920-397-9901
aselle@fortatkinsonwi.gov

Section 2: RU PROGRAM INFORMATION

A. Multiple Member Information

As a single member RU, this section does not apply.

Does the RU plan to add or remove members in 2023?

☐ Yes

☒ No

If any of the above information is incorrect or if the join date or join type need to be modified, please contact DNRRecycling@wisconsin.gov.

B. Cooperative Agreement Information

If the responsible unit signed a cooperative agreement with at least one other responsible unit for the purpose of implementing efficiencies related to conducting one or more effective recycling program activities, add and complete the information requested.

Section 3: ELIGIBLE PROGRAM COSTS AND ESTIMATED COLLECTION TONNAGE

Fill in estimated recyclables collection in tons. Eligible program costs are determined by completing the estimated costs worksheet. Please remember that grant assistance is provided only for the single family and 2-4 unit residential portion of your recycling program. To print a blank estimated costs worksheet to work from before entering the final amounts into the online form, select the following link. [Blank Estimated Costs Worksheet](#)

Estimated collection in tons

1,100

2023 - Estimated Budget Spreadsheet
Form 8700-222B (Rev. 2-10)

Enter all anticipated 2023 recycling and yard waste program expenses by breaking them down by column and row. Costs should be entered in whole dollar amounts only. The expenses listed in the rows correspond to the Uniform Chart of Accounts (UCA) object codes. Scroll down to view entire list.

Recycling Expenditures UCA #53565 (including yard waste & waste tires)	A. Education	B. Collection (Curbside &/or Drop-off)	C. Processing & Marketing	D. Compliance & Enforcement	E. Estimated Total Costs
1. Salaries/Wages & Employee Benefits	0.00	46,158.10	0.00	0.00	46,158.10

2. Consulting & Professional Services	425.00	0.00	0.00	0.00	425.00
3. Utility Services	0.00	0.00	0.00	0.00	0.00
4. Purchased Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00
5. Purchased Services Printing & Advertising	0.00	0.00	0.00	900.00	900.00
6. Purchased Services Other(contractual svcs)	0.00	175,574.00	0.00	0.00	175,574.00
7. Office Supplies	0.00	0.00	0.00	0.00	0.00
8. Subscriptions & Dues	360.00	0.00	0.00	0.00	360.00
9. Employee Travel & Training	325.00	600.00	0.00	0.00	925.00
10. Operating Supplies & Expenses	320.00	0.00	0.00	0.00	320.00
11. Repair & Maintenance Supplies	0.00	600.00	0.00	0.00	600.00
12. Insurance	0.00	0.00	0.00	0.00	0.00
13. Rents & Leases	0.00	0.00	0.00	0.00	0.00
14. Depreciation(Total depreciation costs in Row 14 Column E)	0.00	0.00	0.00	0.00	0.00
15. Hourly Equipment Use Charges(Total hourly use charges in Row 15 Column E)	0.00	0.00	0.00	0.00	0.00
16. Cost Allocations	0.00	0.00	0.00	0.00	0.00
17. Cost Allocations Other (not #53635)	0.00	0.00	0.00	0.00	0.00
Total	1,430.00	222,932.10	0.00	900.00	225,262.10

19. Costs - Recycling of banned items s. 287.07(1m), Wis. Stats. (Lead Acid Batteries, Electronics, Major Appliances and Oil)	0.00
20. Revenue - Sale of Recyclables	0.00
21. Total Ineligible Costs & Revenues (total of lines 19 and 20)	0.00
22. Total Eligible Recycling Costs (line 18 minus line 21)	225,262.10
Summary of Costs	
Total costs of recycling program (Worksheet Line 18, Column E)	225,262.10
Total ineligible costs and revenue (Worksheet Line 21, Column E)	0.00
Total eligible recycling costs (Worksheet Line 22, Column E)	225,262.10

SECTION 4: CERTIFICATION

RU Name : City of Fort AtkinsonMunicipal Code : 28226

This section must only be completed by your responsible unit's authorized representative or authorized representative's designee.

Authorized Representative
This application is not complete unless it is signed by the authorized representative or authorized representative's designee as appointed by the Responsible Unit in an authorizing resolution properly adopted by the Responsible Unit and on file with the DNR. We recommend that position title, rather than names of individuals, appear on the authorizing resolution. Doing so minimizes the need to revise the authorizing resolution when staff changes occur. Authorizing resolutions remain in effect until modified by the Responsible Unit and submitted to the DNR.

Certification

⊗

I hereby acknowledge that an Annual Report of Recycling Program Accomplishments and Actual Costs for 2023 will be due by April, 30 2024 and that failure to submit this report could cause my 2023 grant to be delayed and/or withheld.

I hereby certify that as part of effective recycling program, I understand I am obligated to notify the DNR

⊗

I hereby certify that to the best of my knowledge, the information contained in this application and application attachments is correct and true. I understand and agree that any grant monies awarded as a result of this application shall be used in compliance with ch. 287, Wis. Stats., and chs. NR 542 and NR 544, Wis. Adm. Code.



By typing my name below and clicking submit, I certify on behalf of City of Fort Atkinson that the information entered in this Responsible Unit Basic and Consolidation Grant form is true and complete. Note: As of January 1, 2022, this online certification submittal is replacing the submittal of a printed signature page. Remember to save or print your report. An automated confirmation will be emailed to contacts.



Signature

Authorized
Representative:

Rebecca, Houseman LeMire

Submit Date:

8/18/2022

Submitted By:

Sarah Weihert

Confirmation #:

198841-S-20220818:091819



MEMORANDUM

DATE: September 20, 2022

TO: Fort Atkinson City Council

FROM: Adrian Bump, Chief of Police

RE: Review and possible action relating to the 2023 Squad Car Bid and related equipment at a cost not to exceed \$56,000

BACKGROUND

The Police Department is scheduled to replace one (1) police vehicle in 2023. In 2022, the City borrowed for projects in 2022 and 2023. The purchase of one squad car was included in this borrowing. Funds will be established in the 2023 Budget under the Police Outlay Account in the amount of \$56,000.00 for this purchase. The Police Department requested bids for the 2023 Ford Interceptor SUV, and receive two qualified bids from Ewald Ford and Griffin Ford.

DISCUSSION

Ford set an early Fall deadline for all 2023 police vehicle orders. There will also be an estimated 4-6 month delivery time for the order. Due to the fact that the City already provided funding with the 2022 borrowing for this vehicle and the required lead time, staff is requesting that the City Council authorize ordering this vehicle at this time (2022). Payment for the vehicle is due upon delivery, which will not occur until 2023.

FINANCIAL ANALYSIS

Ewald Commercial Vehicle Services. Ewald is the bid winner for the Wisconsin State contract for 2023 Ford Squad cars. Their price was the lowest bid from all submitting dealers in the State. 2023 quote for the Ford SUV: **\$38,619.00**.

Griffin Ford. Our local dealer, Griffin Ford also provided a competitive quote for the same Ford Interceptor Squad. 2023 quote for the Ford SUV: **\$38,774.00**

Staff intends to use additional funds within the Outlay Account for the squad cars beyond the vehicle purchase price for squad specific equipment and change over fees. Staff requests pre-approval to move forward with those purchases after the vehicle arrives in or around April 2023.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the order through Griffin Ford for one (1) new squad car for \$38,774. Although this purchase through Griffin Ford is

\$155.00 more than Ewald quote, there is a benefit to ordering from the dealership located within the City.

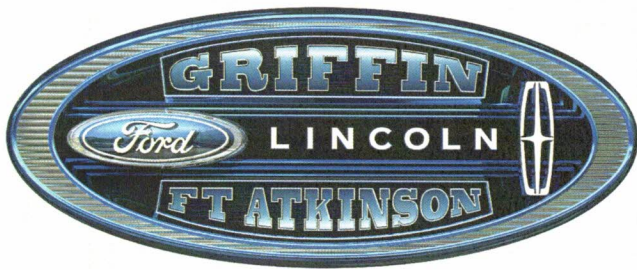
Staff further recommends that the City Council authorize the purchase of the additional equipment and squad transition with the budgeted funds with the understanding that no purchases, equipment acquisition, or spending will occur until after January 2, 2023.

Total Funds used from the Outlay Account for the Squad and equipment will not exceed \$56,000.

ATTACHMENTS

Ewald Automotive Group Quote

Griffin Ford Quote



1642 Janesville Ave. • Fort Atkinson, WI 53538
920-568-4444

September 7, 2022

To whom it may concern:

We would like to submit a bid for the 2023 Police Interceptor. Our bid matches the specifications from Chief Bump. Our price is \$38236 plus \$349 services fee plus title and license. The expected production date is the first week of January.

Thank you for the opportunity

A handwritten signature in black ink that reads "Dennis R. Mitchell". The signature is fluid and cursive, with the first name "Dennis" being the most prominent.

Dennis Mitchell

CNGP530

VEHICLE ORDER CONFIRMATION

09/07/22 11:32:01

==>

Dealer: F41379

2023 EXPLORER 4-DOOR

Page: 1 of 2

Order No: F999 Priority: A1 Ord FIN: QI278 Order Type: 5B Price Level: 320

Ord Code: 500A Cust/Flt Name: FORTATKINSON

PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$47165

59E KEY CODE 1435X \$50

.119" WHEELBASE

66A FRONT HDLMP PKG 895

E3 ARIZONA BEIGE

.GRILL WIRING

9 CLTH BKTS/VNL R

67V CONNECTOR KIT 185

6 EBONY

.WIRING KIT-RR

500A EQUIP GRP

.WIRING KIT-FRT

.AM/FM STEREO

86T RR TAILLAMP HSG 60

99B 3.3L V6 TI-VCT (2830)

FLEX-FUEL

44U 10SPD AUTO TRAN NC

TOTAL BASE AND OPTIONS 47855

FLEET SPCL ADJ NC

TOTAL 47855

17T CARGO DOME LAMP 50

THIS IS NOT AN INVOICE

425 50 STATE EMISS NC

43D COURTESY DISABL 25

51T SPT LAMP DR LED 420

* MORE ORDER INFO NEXT PAGE *

55F KEYLESS - 4 FOB 340

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC06143

CNGP530

VEHICLE ORDER CONFIRMATION

09/07/22 11:32:13

==>

Dealer: F41379

2023 EXPLORER 4-DOOR

Page: 2 of 2

Order No: F999 Priority: A1 Ord FIN: QI278 Order Type: 5B Price Level: 320
Ord Code: 500A Cust/Flt Name: FORTATKINSON PO Number:

RETAIL

RETAIL

153 FRT LICENSE BKT NC
SP DLR ACCT ADJ
SP FLT ACCT CR
FUEL CHARGE
B4A NET INV FLT OPT NC
DEST AND DELIV 1495

TOTAL BASE AND OPTIONS 47855

TOTAL 47855

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F7=Prev

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC06143

Date: **09/07/2022 10:49 AM**Salesperson: **Dennis Mitchell**Manager: **John Chady****FOR INTERNAL USE ONLY**

BUSINESS NAME	CITY OF FORT ATKINSON P.D.	Home Phone: (920) 563-7777
CONTACT	A. Bump	
	101 N MAIN ST	
Address :	FORT ATKINSON, WI 53538	Work Phone: (920) 563-7777
	JEFFERSON CO	
E-Mail :		Cell Phone: (920) 222-1550

VEHICLE

Stock # :	New / Used : New	VIN :	Mileage : 0
Vehicle : 0		Color :	
Type :			

TRADE IN

Payoff :	VIN :	Mileage :
Vehicle :		Color :
Type :		

Selling Price	47,855.00
Discount	9,619.00
Adjusted Price	38,236.00
Total Purchase	38,236.00
Trade Allowance	
Trade Difference	
Service Fee	349.00
Non Tax Fees	189.00
Trade Payoff	
Cash Deposit	
Balance	38,774.00

Customer Approval: _____

Management Approval: _____

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



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Fort Atkinson Police Department

Prepared For: Adrian Bump

920-563-7777

abump@fortpd.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD



Quote Worksheet

		MSRP
Base Price		\$41,110.00
Dest Charge		\$1,495.00
Total Options		\$688.00
Subtotal		\$43,293.00
Subtotal Pre-Tax Adjustments		\$0.00
Less Customer Discount		(\$4,674.00)
Subtotal Discount		(\$4,674.00)
Trade-In		\$0.00
Subtotal Trade-In		\$0.00
Taxable Price		\$38,619.00
Sales Tax		\$0.00
Subtotal Taxes		\$0.00
Subtotal Post-Tax Adjustments		\$0.00
Total Sales Price		\$38,619.00

Comments:

2023 Ford Interceptor Utility Non-Hybrid to your specs as detailed. (similar to '22 order). Registration fees are not included. Delivery can not be anticipated due to current market conditions.

2023 Model year ordering due to open up on 8/11/22.

Dealer Signature / Date

Customer Signature / Date



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
Transmission: 10-Speed Automatic (STD)
3.73 Axle Ratio (STD)
50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
80-Amp/Hr 800CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
GVWR: 6,840 lbs (3,103 kgs)
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel


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Data Version: 16763. Data Updated: Jun 20, 2022 6:40:00 PM PDT.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Exterior

Spare Tire Mounted Inside Under Cargo

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Auto On/Off Projector Beam Led Low/High Beam Headlamps

LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display

Integrated Roof Antenna

1 LCD Monitor In The Front

Interior

8-Way Driver Seat

Passenger Seat

35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Interior

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fleet Telematics Modem Selective Service Internet Access

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Systems Monitor

Redundant Digital Speedometer


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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Interior

Trip Computer
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
K8A	2022 Ford Police Interceptor Utility AWD	\$41,110.00

COLORS

CODE	DESCRIPTION
HG	Smokestone Metallic

ENGINE

CODE	DESCRIPTION	MSRP
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	(\$3,370.00)

TRANSMISSION

CODE	DESCRIPTION	MSRP
44U	Transmission: 10-Speed Automatic (44U)	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
500A	Order Code 500A	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
—	3.73 Axle Ratio (STD)	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
HG	Smokestone Metallic	\$0.00

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (Complete)

SEAT TYPE

CODE	DESCRIPTION	MSRP
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
51T	Driver Only LED Spot Lamp (Whelen)	\$420.00
59E	Keyed Alike - 1435x	\$50.00
66A	Front Headlamp Lighting Solution -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	\$895.00
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	\$60.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	\$50.00
55F	Remote Keyless Entry Key Fob w/o Key Pad -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike	\$340.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Inc.
67V	Front & Rear Police Wire Harness Connector Kit -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	\$185.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	Delivery from Hartford Ford to Fort Atkinson	\$58.00
Price	2023 Model Year Price Increase	\$2,000.00
Options Total		\$688.00


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Data Version: 16763. Data Updated: Jun 20, 2022 6:40:00 PM PDT.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Price Summary

PRICE SUMMARY		MSRP
Base Price		\$41,110.00
Total Options		\$688.00
Vehicle Subtotal		\$41,798.00
Destination Charge		\$1,495.00
Grand Total		\$43,293.00

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Data Version: 16763. Data Updated: Jun 20, 2022 6:40:00 PM PDT.



MEMORANDUM

DATE: September 20, 2022

TO: Fort Atkinson City Council

FROM: Jed Draeger, Building Inspector/Zoning Administrator

RE: Review and possible action relating to a preliminary Certified Survey Map for the property located on the 800 block of Messmer Street

BACKGROUND

The applicant and property owner have requested to combine three separate lots into two lots to create one buildable lot for a new single-family dwelling. The location is on the 800 block of Messmer St. adjacent to Cloute Hill.

DISCUSSION

The zoning of the property is SR-5, and requires a minimum lot depth of 120', a minimum lot width of 65', and a minimum area of 8,000 SF. The proposal CSM creates a sub-standard lot as the maximum depth on the lot is 93', approximately 27' short of the required minimum. Due to the topography of the area, there is significant separation between the rear yard of the proposed buildable lot and the rear yard neighbor. In the opinion of staff this will accomplish the intent of the required SR-5 lot depth.

Locating a house on the lot will require the application of section 15.04.30 of the Zoning Code that allows front setbacks to be adjusted based on the neighboring homes already constructed. This provision allows in-fill residential homes to be constructed that may not meet the setback of current zoning rules. In this situation, the front setback will be 12 FT from the lot line, based on the average front setback along Messmer St. All homes along this dead end are set close to the front property line to avoid the significant topography in the rear yard.

FINANCIAL ANALYSIS

Approval of this CSM will create a buildable lot for a new single-family dwelling, which will have a positive financial impact by expanding the City's tax base.

RECOMMENDATION

Staff recommends the City Council approve this Certified Survey Map as submitted, with the condition that the property owner of the remainder of parcel 34-049 and parcel 34-048 combine those lots into one lot, containing a single-family dwelling and accessory structure.

ATTACHMENTS

Plan Commission Memo; Certified Survey Map Application; Final Moran Plat of Survey; Moran Concept (showing lot combination included in staff recommendation)



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

CERTIFIED SURVEY MAP REPORT TO THE PLAN COMMISSION

DATE: September 13, 2022

FILE NUMBER: CSM-2022-05

PROPERTY ADDRESS: Messmer St.

EXISTING ZONING: SR-5, Single-family Residential

PARCEL NUMBER: 226-0614-3334-050; 049;
048

PROPOSED ZONING: SR-5, Single-family Residential

OWNER: Jake Pederson

EXISTING LAND USE: Vacant / Single Family
Residence

APPLICANT: Scott Moran / Jake Pederson

REQUESTED USES: N/A

REQUEST OVERVIEW:

The property owner would like combine 3 separate lots into 2 lots. The location is on Messmer St in Fort Atkinson, a neighborhood platted in 1952, on Cloute Hill.

PUBLIC NOTICE:

Public Notice is not required.

COMPREHENSIVE LAND USE PLAN (2019):

The subject parcel will continue the residential use noted in the Comprehensive Plan.

OFFICIAL MAP (2022):

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

DISCUSSION:

The Zoning is SR-5, and requires a minimum lot depth of 120 FT, a minimum lot width of 65 FT, and a minimum area of 8,000 SF. The proposal CSM creates a sub-standard lot as the maximum depth on the lot is 93 FT, approximately 27' FT short of the required minimum. The topography of the area however is on the side of the hill, creating significant separation between the rear yard neighbor. In the opinion of staff this will accomplish the intent of the required SR-5 lot depth. All other SR-5 metrics are exceeded on the proposed lot.



Figure 1: Lot location

Locating a house on the lot will require the application of section 15.04.30 of the Zoning Code that allows front setbacks to be adjusted based on the neighboring homes already constructed. This provision allows in-fill residential homes to be constructed that may not meet the setback of current zoning rules. In this situation, the front setback will be 12 FT from the lot line, based on the average front setback along Messmer St. All homes along this dead end are set close to the front property line to avoid the significant topography in the rear yard.



Figure 2: A view of Messmer St homes very close to the right of way

RECOMMENDATION:

Staff recommends that the Plan Commission recommend the City Council approve this preliminary Certified Survey Map with the addition of the required 12 foot front setback added to the CSM.

ATTACHMENTS:

Preliminary CSM Application and Materials



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

City of Fort Atkinson Certified Survey Map Application

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

APPLICANT Name, company, and client (if applicable): _____

Phone number: _____ Email: _____

OWNER Name, company, and client (if applicable): _____

Phone number: _____ Email: _____

Postal address for proposed CSM: _____

Parcel Identification Numbers Involved: _____

Brief description of proposed division or combination and purpose: _____

I Application Packet Requirements

The Applicant shall submit one electronic copy of the application.

- ☐ A map of the subject property to scale depicting:
 - ☐ All lands and boundaries for the parcel(s)
 - ☐ 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 a north arrow.
- ☐ Legal Description
- ☐ All easements, setbacks or land restrictions on the parcel(s)



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

II Process Checklist

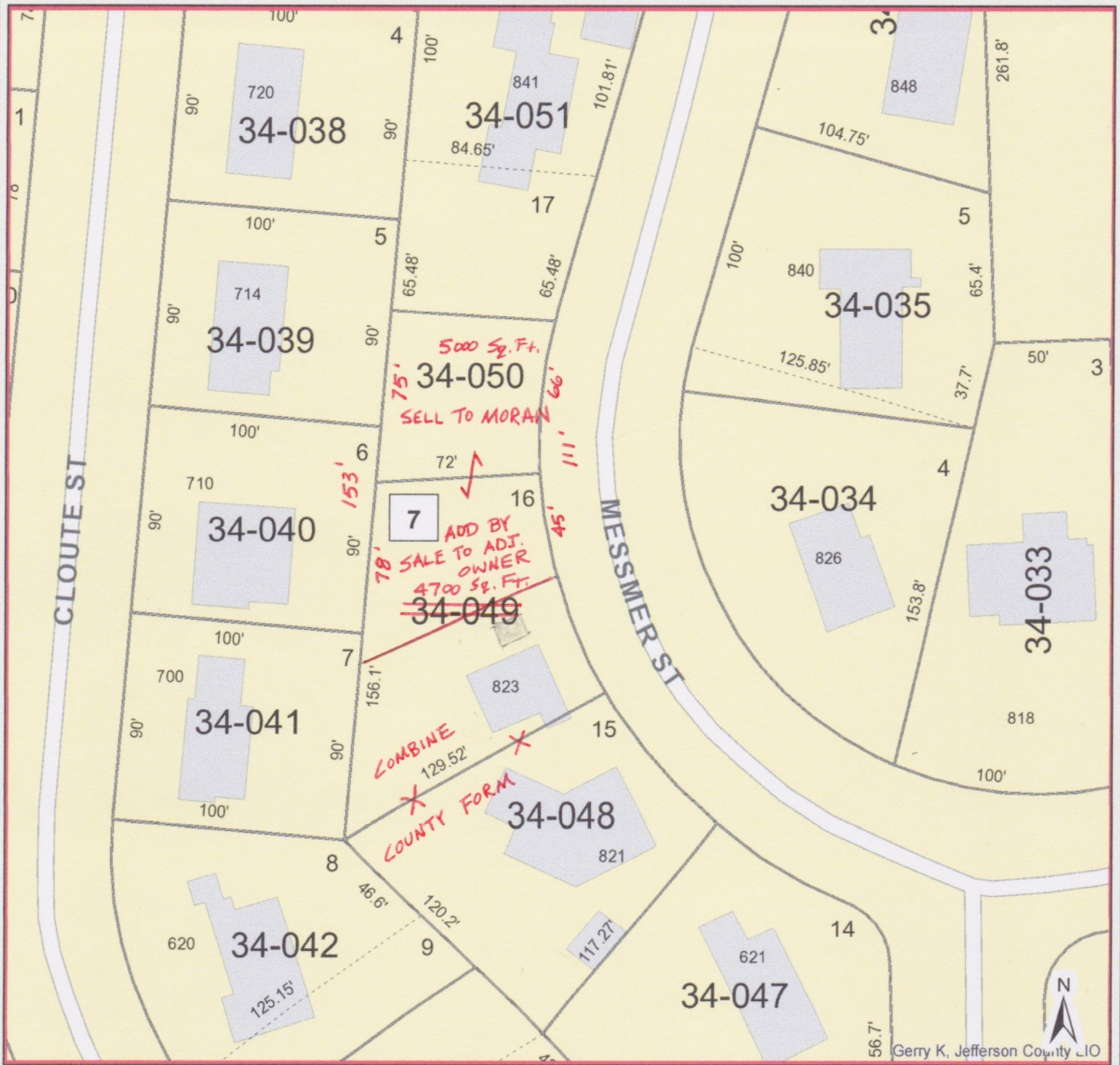
- | | |
|---|-------------|
| <input type="checkbox"/> Application fee of \$10.00/Lot received by City Treasurer | Date: _____ |
| <input type="checkbox"/> Receipt of complete application packet by Zoning Administrator | Date: _____ |
| <input type="checkbox"/> City Staff Review | Date: _____ |
| <input type="checkbox"/> Plan Commission Public Hearing, review and recommendation | Date: _____ |
| <input type="checkbox"/> City Council review and action | Date: _____ |

Dated this ____ day of _____, 20 ____

Respectfully submitted,

(Signature of Applicant)

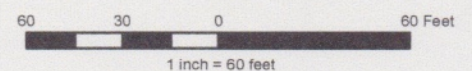
Jefferson County Land Information



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



Jefferson County Geographic Information System



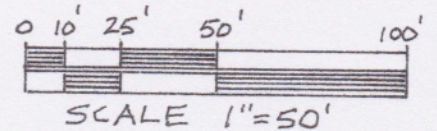
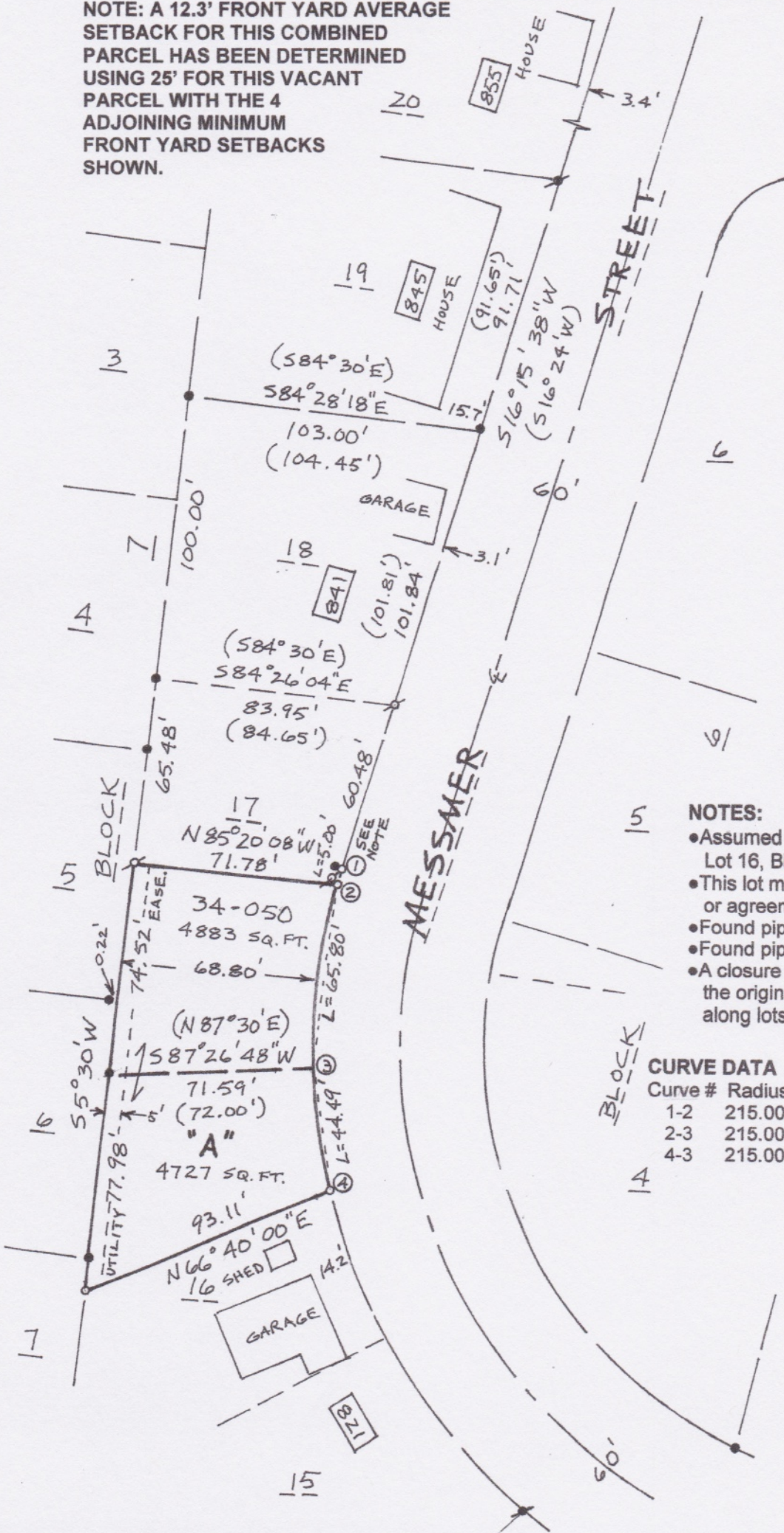
DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning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

Printed on: June 21, 2022

Author: Public User

PLAT OF SURVEY

NOTE: A 12.3' FRONT YARD AVERAGE SETBACK FOR THIS COMBINED PARCEL HAS BEEN DETERMINED USING 25' FOR THIS VACANT PARCEL WITH THE 4 ADJOINING MINIMUM FRONT YARD SETBACKS SHOWN.



Prepared For:
Scott Moran
662 US Hwy. 12 & 18
Cambridge, WI 53523

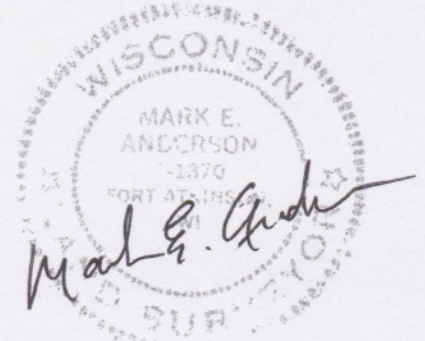
- Found 1½" Iron Pipe
- Found 1¼" Iron Pipe
- Found 1" Iron Pipe
- Set ¾"x18" Iron Rod
- () Indicates Recorded Data
- Indicates Parcel Address

NOTES:

- Assumed North referenced to the west line of Lot 16, Block 7 bearing S5°30'W.
- This lot may be subject to any and all easements or agreements either recorded or unrecorded.
- Found pipe N82°W, 0.62' of set rod at ①
- Found pipe N80°W, 0.83' of set rod at ②
- A closure error was found on Lot 21, Block 7 on the original subdivision plat resulting in shortages along lots westerly of Messmer Street.

CURVE DATA

Curve #	Radius	Central Angle	Bearing	Chord Distance
1-2	215.00'	1°19'56"	S15°42'38"W	5.00'
2-3	215.00'	17°32'06"	S6°16'37"W	65.54'
4-3	215.00'	11°51'26"	N8°25'09"W	44.41'



9-7-22

PLAT OF SURVEY

EXISTING PARCEL – 226-0614-3334-050

Lot 17 except that portion of said Lot 17 previously conveyed to Ronald F Gilligan and Rose Marie H Gilligan, his wife, by Warranty Deed dated February 21, 1966 and recorded on April 11, 1966 in Volume 382 (shown as "386" in error on previous deed) of Records, Page 107, as Document No. 660841, in Block 7, Cloute Brothers 2nd Addition to the City of Fort Atkinson, Jefferson County, Wisconsin. Containing 4883 square feet.

LEGAL DESCRIPTION – PARCEL "A"

Part of Lot 16, Block 7, CLOUTE BROTHERS SECOND ADDITION, in the SW¼ of Section 33, T6N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin to-wit:

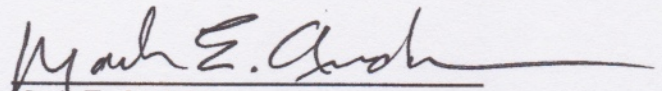
Beginning at a 1½" iron pipe at the NW corner of said Lot 16; thence S5°30'00"W, along the west line of said Lot 16, 77.98 feet to a ¾" iron rod; thence N66°40'00"E, 93.11 feet to ¾" iron rod on a the westerly line of Messmer Street; thence along said westerly line being the arc of a curve, concave easterly, having a radius of 215.00 feet and a chord that bears N8°25'09"W, 44.41 feet to the NE corner of said Lot 16; thence S87°26'48"W, 71.59 to the point of beginning, containing 4727 square feet..

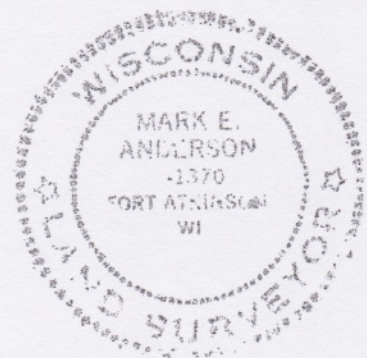
This parcel is created for a sale of land between adjacent owners and may not be sold as a separate parcel or used as a separate building site unless brought into full compliance with all applicable zoning and subdivision ordinances.

CERTIFICATION

I hereby certify that the property described above has been surveyed under my responsible direction and supervision and that this map is an accurate representation of the lot lines and dimensions thereon to the best of my knowledge and belief.

Date: 9-7-22


Mark E. Anderson
Professional Land Surveyor, S-1370





MEMORANDUM

DATE: September 20, 2022

TO: Fort Atkinson City Council

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

RE: Review and possible action on the rental agreement for agriculture land at the Fort Atkinson Municipal Airport

BACKGROUND

The City owns the Fort Atkinson Airport. The Parcel Identification Numbers of said lands are 226-0614-2332-000, 226-0614-2711-002. The City has traditionally rented the agricultural land at the Airport, and the current lease ends on December 31, 2022.

DISCUSSION

Staff sought bids for the agricultural land rental at the Municipal Airport for the term of January 1, 2023 through December 31, 2025. The lease is for 42.3 acres of land. Staff advertised the availability of the agricultural land lease in the *Jefferson County Daily Union* on August 26th and September 2nd. Staff also posted information on the City's website and Facebook page. Staff opened sealed bids on Thursday, September 15th at 2:00 p.m. in the Municipal Building.

FINANCIAL ANALYSIS

The bids received were as follows:

<u>BIDDER</u>	<u>PRICE/ACRE/YEAR</u>
Broedlow Farms LLC	\$200/acre/2023, \$210/acre/2024, \$220/acre/2025
Charlie Wright	\$200/acre
Andrew Luebke	\$150/acre

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the agricultural land lease for the Fort Atkinson Municipal Airport with Broedlow Farms LLC for \$26,649 or \$200 per acre in 2023, \$210 per acre in 2024 and \$220 per acre in 2025 for the 2023-2025 term.

ATTACHMENTS

Broedlow bid documents; Wright bid documents; Luebke bid documents; Draft Rental Agreement and Map

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and _____
_____ (hereinafter Renter),

RECITALS:

- A. The City owns the Fort Atkinson Airport. A portion of these lands as noted on the attached exhibit totaling approximately 42.3 acres is available for agricultural use. The Parcel Identification Number of said lands are 226-0614-2332-000, 226-0614-2711-002.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1). That Renter shall rent 42.3 acres more or less of the aforementioned parcel from the City.
- 2). The term of the lease shall be from January 1, 2023 to December 1, 2025.
- 3). The purpose of said lease is for the planting, growing and harvesting of crops by Renter.
- 4). The rent to be paid by Renter is:

\$ _____ per acre, or \$ _____ total rent in 2023
\$ _____ per acre, or \$ _____ total rent in 2024
\$ _____ per acre, or \$ _____ total rent in 2025

Said rent is to be paid by Renter in two equal payments. The first payment is to be paid on or before July 30 of the Agreement year. The second payment is to be paid on or before December 30 of the Agreement year. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

- 5). Renter or his agents may enter onto the aforementioned property from Airport boundaries noted in the parcel numbers above. Heavy equipment may not cross asphalt areas. Renter may bring unto said property such equipment as may be necessary to plant, maintain and harvest crops with the understanding that no damage is done to the City's property while doing so. Renter shall protect and maintain any property irons that are located on said property.
- 6). Renter shall remove all crops/stalks from said property on or before December 1 of the Agreement year. The Renter shall coordinate any fall plowing with the City.
- 7). The City has the right to land-apply biosolids to this parcel and Renter shall coordinate his work with the Fort Atkinson Wastewater Utility concerning the land application of bio-solids on this parcel.
- 8). The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond

December 1, 2025. The City reserves the right to terminate the Agreement at any time with a 90-day written notice to the Renter.

- 9). Renter should note the provision for only low growing crops within 250 FT of the centerline of the runway as noted in the exhibit. Beans are considered low growing. Corn is not.
- 10). Renter shall employ good farming techniques that are standard and customary in the area while farming on said property so that no damage is done to same.
- 11). Neither party may assign their respective interest in this agreement without the written consent of the other party.
- 12). This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

RENTER

By: _____
Rebecca Houseman LeMire
City Manager

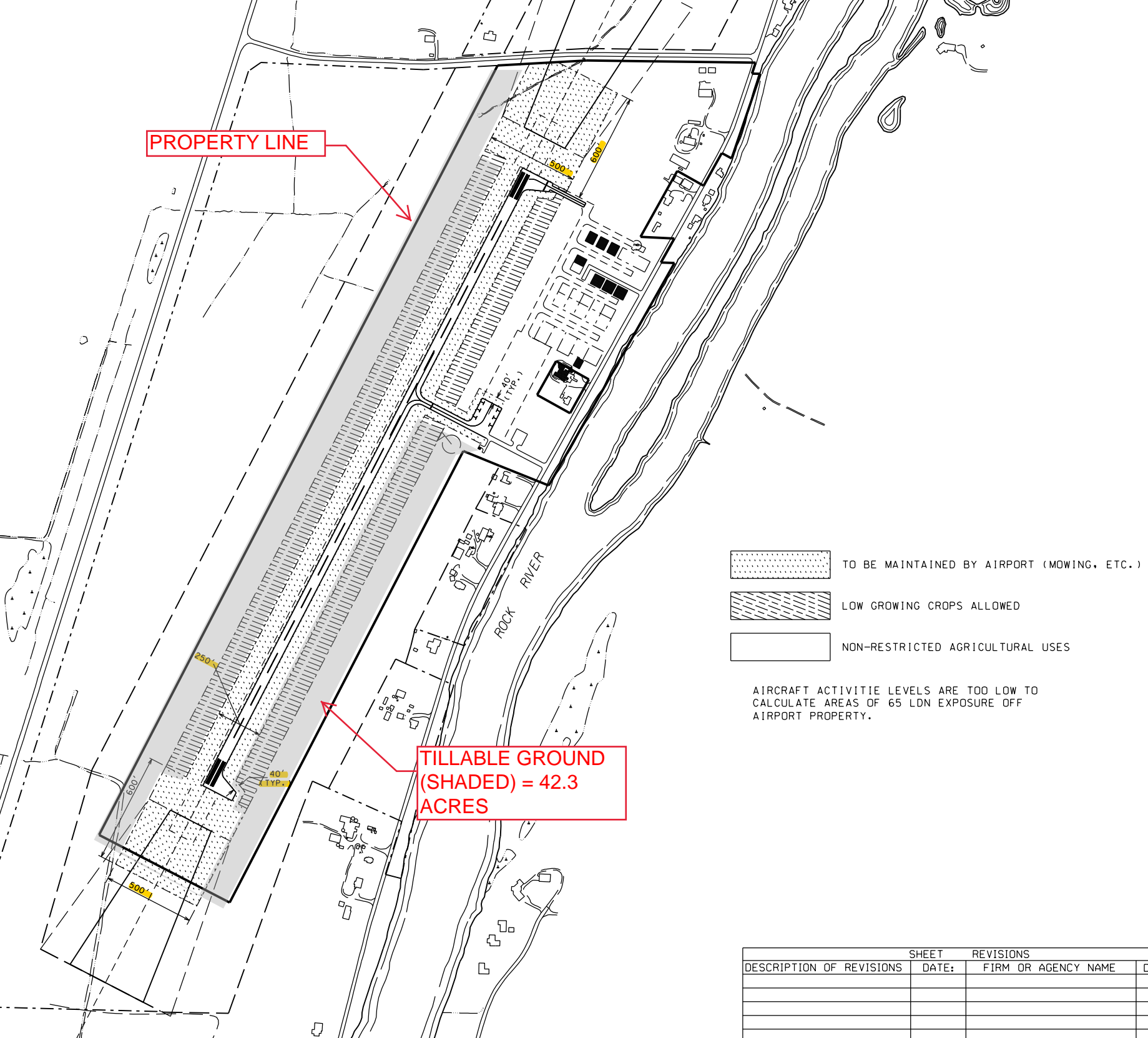
By: _____

Date: _____

Date: _____

By: _____
Michelle Ebbert, City Clerk

Date: _____

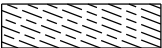


PROPERTY LINE

TILLABLE GROUND
(SHADED) = 42.3
ACRES



TO BE MAINTAINED BY AIRPORT (MOWING, ETC.)



LOW GROWING CROPS ALLOWED



NON-RESTRICTED AGRICULTURAL USES

AIRCRAFT ACTIVITIE LEVELS ARE TOO LOW TO
CALCULATE AREAS OF 65 LDN EXPOSURE OFF
AIRPORT PROPERTY.

SHEET		REVISIONS	
DESCRIPTION OF REVISIONS	DATE:	FIRM OR AGENCY NAME	



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

BID
42.3 Acres of Ag Land at Fort Atkinson Airport

UNITS	DESCRIPTION	BID AMOUNT
42.3 acres	Rental of agricultural land at Airport (per attached map) three year lease	\$ <u>200.⁰⁰</u> /acre (2023)
		\$ <u>210.⁰⁰</u> /acre (2024)
		\$ <u>220.⁰⁰</u> /acre (2025)

Bidder Signature: Brady Broedlow

Bidder Name: Brady Broedlow

Address: N4704 South Farmington Road Helenville WI 53137

Phone: 262-949-0991

Email: broedlowfarms@gmail.com

Bid Total: \$ 26,649.⁰⁰ /Three years

RECEIVED

SEP 15 2022

CITY OF FORT ATKINSON
CITY MANAGER



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

BID
42.3 Acres of Ag Land at Fort Atkinson Airport

UNITS	DESCRIPTION	BID AMOUNT
42.3 acres	Rental of agricultural land at Airport (per attached map) three year lease	\$ 200.- /acre (2023)
		\$ 200.- /acre (2024)
		\$ 200.- /acre (2025)

Bidder Signature: _____

Bidder Name: _____

Address: _____

Phone: _____

Email: _____

Bid Total: $\$8460.00/\text{yr} = \$25,380/3\text{yr}$ Three years

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SEP 15 2022

CITY OF FORT ATKINSON
CITY MANAGER



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

BID
42.3 Acres of Ag Land at Fort Atkinson Airport

UNITS	DESCRIPTION	BID AMOUNT
42.3 acres	Rental of agricultural land at Airport (per attached map) three year lease	\$ 150 /acre (2023)
		\$ 150 /acre (2024)
		\$ 150 /acre (2025)

Bidder Signature: 

Bidder Name: Atk Lucbke Farms LLC

Address: N1494 County Road K Fort Atkinson WI

Phone: 920-723-6110

Email: Andy.Lucbke79@gmail.com

Bid Total: \$19,035 /Three years

RECEIVED

SEP 15 2022

CITY OF FORT ATKINSON
CITY MANAGER



MEMORANDUM

DATE: September 20, 2022

TO: Fort Atkinson City Council

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

RE: Review and possible action on rental agreement for agriculture land on City owned property in the Klement Business Park

BACKGROUND

The City owns land in the Klement Business Park. The Parcel Identification Number of said lands are 226-0514-1632-004, 226- 0514-1632-001 and 226-0514-1633-000. The City has traditionally rented the agricultural land in the Klement Business Park that is undeveloped, and the current lease ends on December 31, 2022.

DISCUSSION

Staff sought bids for the agricultural land rental at the Klement Business Park for the term of January 1, 2023 through December 31, 2025. The lease is for 27.6 acres of land. Staff advertised the availability of the agricultural land lease in the *Jefferson County Daily Union* on August 26th and September 2nd. Staff also posted information on the City's website and Facebook page. Staff opened sealed bids on Thursday, September 15th at 2:00 p.m. in the Municipal Building.

The City received three bids for the agriculture land at the Klement Business Park. The lease is for 27.6 acres of land.

FINANCIAL ANALYSIS

The bids received were as follows:

<u>BIDDER</u>	<u>PRICE/ACRE</u>
Wilharm Hay Sales	\$250/acre
Andrew Luebke	\$225/acre
Kimberly Gailloreto	\$205/acre/2023, \$215/acre/2024, \$210/acre/2025

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the agricultural land lease for the lands in the Klement Business Park with Wilharm Hay Sales for \$20,700 or \$250 per acre for the 2023-2025 term.

ATTACHMENTS

Wilharm bid documents; Luebke bid documents; Gailloreto bid documents; Draft Rental Agreement and Map

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and _____
_____ (hereinafter Renter),

RECITALS:

- A. The City owns lots within the Klement Business Park. The Parcel Identification Number of said lands are 226-0514-1632-004 (1.7ac), 226-0514-1632-001 (9.3ac), and 226-0514-1633-000 (17.1ac).

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1). That Renter shall rent 27.6 acres more or less of the aforementioned parcel from the City.
- 2). The term of the lease shall be from January 1, 2023 to December 1, 2025.
- 3). The purpose of said lease is for the planting, growing and harvesting of crops by Renter.
- 4). The rent to be paid by Renter is:

\$ _____ per acre, or \$ _____ total rent in 2023
\$ _____ per acre, or \$ _____ total rent in 2024
\$ _____ per acre, or \$ _____ total rent in 2025

Said rent is to be paid by Renter in two equal payments. The first payment is to be paid on or before July 30 of the Agreement year. The second payment is to be paid on or before December 30 of the Agreement year. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

- 5). Renter or his agents may enter onto the aforementioned property from Business Highway 26. Renter may bring unto said property such equipment as may be necessary to plant, maintain and harvest crops with the understanding that no damage is done to the City's property while doing so. Renter shall protect and maintain any property irons that are located on said property.
- 6). Renter shall remove all crops/stalks from said property on or before December 1 of the Agreement year. The Renter shall coordinate any fall plowing with the City.
- 7). The City has the right to land-apply biosolids to this parcel and Renter shall coordinate his work with the Fort Atkinson Wastewater Utility concerning the land application of bio-solids on this parcel.
- 8). The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond December 1, 2025. The City reserves the right to terminate the Agreement at any time with a 90-day written notice to the Renter.

- 9). Renter shall employ good farming techniques that are standard and customary in the area while farming on said property so that no damage is done to same.
- 10). Neither party may assign their respective interest in this agreement without the written consent of the other party.
- 11). This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

RENTER

By: _____
Rebecca Houseman LeMire
City Manager

By: _____

Date: _____

Date: _____

By: _____
Michelle Ebbert, City Clerk

Date: _____



DISCLAIMER
This map is not a substitute for an actual field survey or on sight investigation. The accuracy of this map is limited by the quality of the records from which it was assembled. Other inherent inaccuracies occur during



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

BID
Agriculture Land at Klement Business Park

UNITS	DESCRIPTION	BID AMOUNT
27.6 acres	Bids are being solicited for the rental of 27.6 acres of agricultural in the Klement Business Park for a three (3) year period.	\$ <u>205</u> /acre (2023) \$ <u>215</u> /acre (2024) \$ <u>210</u> /acre (2025)

Bidder Signature: Kimberly Gailloro
Bidder Name: Kimberly Gailloro DBA Sleepy Hollow Dairy
Address: N815 McIntyre Rd.
Phone: 920-723-3143
Email: Kimmer-28@hotmail.com

Bid Total: \$ 17,388.00 /Three years

RECEIVED

SEP 15 2022
CITY OF FORT ATKINSON
CITY MANAGER



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

BID
Agriculture Land at Klement Business Park

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
27.6 acres	Bids are being solicited for the rental of 27.6 acres of agricultural in the Klement Business Park for a three (3) year period.	\$ <u>225</u> /acre (2023) \$ <u>225</u> /acre (2024) \$ <u>225</u> /acre (2025)

Bidder Signature: _____

Bidder Name: _____

Address: _____

Phone: _____

Email: _____

Bid Total: _____

\$18,630 /Three years

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SEP 15 2022

CITY OF FORT ATKINSON
CITY MANAGER



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

BID
Agriculture Land at Klement Business Park

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
27.6 acres	Bids are being solicited for the rental of 27.6 acres of agricultural in the Klement Business Park for a three (3) year period.	\$ <u>250</u> /acre (2023) \$ <u>250</u> /acre (2024) \$ <u>250</u> /acre (2025)

Bidder Signature: _____

Bidder Name: _____

Address: _____

Phone: _____

Email: _____

Bid Total: \$20,700 /Three years

RECEIVED
SEP 15 2022
CITY OF FORT ATKINSON
CITY MANAGER



MEMORANDUM

DATE: September 20, 2022

TO: Fort Atkinson City Council

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

RE: Review and possible action on rental agreement for agricultural hay land on City owned property in the Klement Business Park

BACKGROUND

The City owns the land in the Klement Business Park. The land can be used for haying only. The Parcel Identification Number of the lands are 226-0514-1741-001 (11.2), 226-0514-1744-001 (13.8), 226-0514-1744-000 (16.4), 226-0514-1742-000 (7.8ac), 226-0514-1742-003 (2.9ac), 226-0514-1741-004 (5.8ac). The City has traditionally rented this land for haying, and the current lease ends on December 31, 2022.

DISCUSSION

The available acreage for haying is smaller than the total parcel size noted, however, bids will be based on the total parcel's acreage. The lease is for 57.9 acres of land. Staff sought bids for the land rental for the term of January 1, 2023 through December 31, 2025. Staff advertised the availability of the agricultural land lease in the *Jefferson County Daily Union* on August 26th and September 2nd. Staff also posted information on the City's website and Facebook page. Staff opened sealed bids on Thursday, September 15th at 2:00 p.m. in the Municipal Building.

The City received two bids for the hay land rental on City owned property at the Klement Business Park.

FINANCIAL ANALYSIS

The bids received were as follows:

<u>BIDDER</u>	<u>PRICE/ACRE</u>
Wilharm Hay Sales	\$100/acre
Andrew Luebke	\$140/acre

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the agricultural hay land lease for the lands in the Klement Business Park with Andrew Luebke for \$24,318 or \$140 per acre for the 2023-2025 term.

ATTACHMENTS

Wilharm bid documents; Luebke bid documents; map

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and _____
_____ (hereinafter Renter),

RECITALS:

- A. The City owns lots in Klement Business Park. The Parcel Identification Number of said lands are 226-0514-1741-001 (11.2) , 226-0514-1744-001 (13.8), 226-0514-1744-000 (16.4), 226-0514-1742-000 (7.8ac), 226-0514-1742-003 (2.9ac), 226-0514-1741-004 (5.8ac)
- B. These parcels compromise approximately 57.9 Acres, a portion of which can be cut and baled for hay, other portions are not suitable for haying.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. That Renter shall rent acres of the aforementioned parcels from the City.
- 2. Land may only be used for haying. No other ground disturbance is allowed. Bales stored on-site must be removed by December 1 of each year, unless otherwise agreed in writing.
- 3. The term of the lease shall be from January 1, 2023 to December 1, 2025.
- 4. The rent to be paid by Renter is:

\$ _____ per acre, or \$ _____ total rent in 2023
\$ _____ per acre, or \$ _____ total rent in 2024
\$ _____ per acre, or \$ _____ total rent in 2025

Said rent is to be paid by Renter in two equal payments. The first payment is to be paid on or before July 30 of the Agreement year. The second payment is to be paid on or before December 30 of the Agreement year. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

- 5. Renter or his agents may enter onto the aforementioned property from Business Highway 26. Renter may bring unto said property such equipment as may be necessary to maintain and harvest hay with the understanding that no damage is done to the City's property while doing so. Renter shall protect and maintain any property irons that are located on said property.
- 6. The City has the right to land-apply biosolids to this parcel and Renter shall coordinate his work with the Fort Atkinson Wastewater Utility concerning the land application of bio-solids on this parcel.
- 7. The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond December 1, 2025. The City reserves the right to terminate the Agreement at any time with a 90-

day written notice to the Renter.

8. The City reserves the right to sell any of the land covered by this Rental Agreement at any time without notice to the Renter. If any land covered by this Rental Agreement is sold, Renter will not be responsible for the rent on the sold acres.
9. Renter shall employ good farming techniques that are standard and customary in the area while haying on said property so that no damage is done to same.
10. Neither party may assign their respective interest in this agreement without the written consent of the other party.
11. This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

RENTER

By: _____

Rebecca Houseman LeMire
City Manager

Date: _____

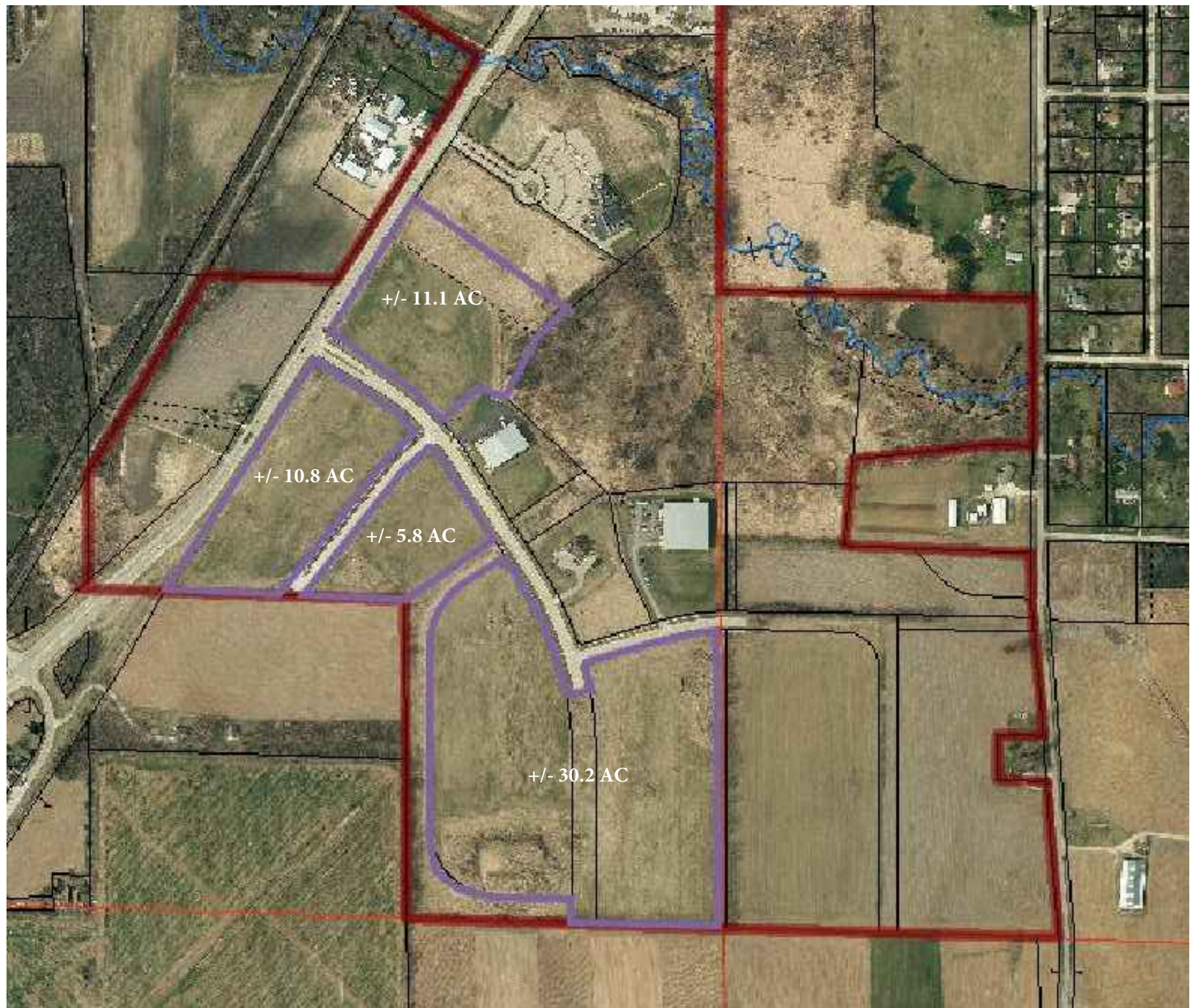
By: _____

Date: _____

By: _____

Michelle Ebbert, City Clerk

Date: _____

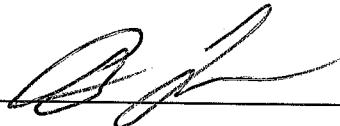




City of Fort Atkinson
City Manager's Office
101 N. Main Street
Fort Atkinson, WI 53538

BID
Hay Production Land at Klement Business Park

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
57.9 acres	Bids are being solicited for the rental of 57.9 acres of land in the Klement Business Park for a three (3) year period. The land can be used for haying only. The available acreage for haying is smaller than the total parcel size noted, however, bids will be based on the total parcel's acreage based on the boundaries noted in the bid map.	<u>\$140</u> /acre (2023) <u>\$140</u> /acre (2024) <u>\$140</u> /acre (2025)

Bidder Signature: 

Bidder Name: Aak Luebke Farms LLC

Address: 11494 County Road K Fort Atkinson, WI

Phone: 920-723-6110

Email: AndyLuebke79@gmail.com

Bid Total: 24,318 /Three years

RECEIVED

SEP 15 2022

CITY OF FORT ATKINSON
CITY MANAGER



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

BID
Hay Production Land at Klement Business Park

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
57.9 acres	Bids are being solicited for the rental of 57.9 acres of land in the Klement Business Park for a three (3) year period. The land can be used for haying only. The available acreage for haying is smaller than the total parcel size noted, however, bids will be based on the total parcel's acreage based on the boundaries noted in the bid map.	\$ <u>100</u> /acre (2023) \$ <u>100</u> /acre (2024) \$ <u>100</u> /acre (2025)

Bidder Signature: _____

Bidder Name: _____

Address: _____

Phone: _____

Email: _____

Bid Total: 17,370 /Three years

RECEIVED

SEP 15 2022

CITY OF FORT ATKINSON
CITY MANAGER



MEMORANDUM

DATE: September 20, 2022

TO: Fort Atkinson City Council

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

RE: Review and possible action on rental agreement for hunting land on City owned property near the Wastewater Utility

BACKGROUND

The City owns the land adjacent to the Wastewater Treatment Facility in the Town of Koshkonong. A portion of these lands totaling approximately 70 acres is available for hunting use. The Parcel Identification Number of said lands are 0842-000, 0843-000, 0844-002.

DISCUSSION

All legal hunting is allowed with rights exclusive to the signatory of this lease or their designee. All persons on the property must carry written signed permission of the signatory and present to any City representative if requested. Subleasing is prohibited. Restrictions on the land include: no permanent structures, no earthmoving, no tree removal greater than 6", mowing only to establish trails of less than six feet, no planting and no other use of the property.

Staff sought bids for the hunting lands for a term beginning upon approval through August 1, 2025. The lease is for approximately 70 acres of hunting land. Staff advertised the availability of the land in the *Jefferson County Daily Union* on August 26th and September 2nd. Staff also posted information on the City's website and Facebook page. Staff opened sealed bids on Thursday, September 15th at 2:00 p.m. in the Municipal Building.

The City received four bids for the hunting land rental near the Wastewater Utility. The lease is for 70 acres of land.

FINANCIAL ANALYSIS

The bids received were as follows:

<u>BIDDER</u>	<u>PRICE/ACRE/YEAR</u>
Terrance Siglinsky	\$13.25/acre
John Andrews	\$10/acre
Timothy Williamson	\$17/acre/2022, \$17.40/acre/2023, \$17.80/acre/2024
Matt Christiansen	\$15/acre/2022, \$20/acre/2023, \$25/acre/2024

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the hunting land lease for the City-owned property adjacent to the Wastewater Treatment Facility with Matt Christiansen for \$4,200 or \$15 per acre in 2022, \$20 per acre in 2023 and \$25 per acre in 2024 for the term described above.

ATTACHMENTS

Siglinsky bid documents; Andrews bid documents; Williamson bid documents; Christiansen bid documents; Draft Rental Agreement and Map

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and _____
(hereinafter Renter),

RECITALS:

- A. The City owns the land adjacent to the Wastewater Treatment Facility. A portion of these lands as noted on the attached exhibit totaling approximately 70 acres is available for hunting use. The Parcel Identification Number of said lands are 0842-000, 0843-000, 0844-002.
- B. All legal hunting is allowed with rights exclusive to the signatory of this lease or their designee
- C. All persons on the property shall carry written signed permission of the signatory and present such to any City representative if requested.
- D. Subleasing is prohibited
- E. Restrictions
 - a. No permanent structures may be constructed on the land.
 - b. No earthmoving activity
 - c. No tree removal greater than 6" DBH
 - d. Mowing only to establish trails no wider than 6 FT
 - e. No planting is allowed
 - f. No other use is allowed on the property
- F. The leasee assumes all liability associated with their activity on the site and agrees to hold the City of Fort Atkinson harmless to any claim.
- G. Trespass on adjacent lands without written permission of the landowner is cause for termination of the lease.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. That Renter shall rent 70 acres more or less of the aforementioned parcel from the City.
- 2. The term of the lease shall be from insert date of agreement to August 1, 2025.
- 3. The purpose of said lease is for the hunting by Renter.
- 4. The rent to be paid by Renter is:

\$ _____ per acre, or \$ _____ total rent in 2023
\$ _____ per acre, or \$ _____ total rent in 2024
\$ _____ per acre, or \$ _____ total rent in 2025

Said rent is to be paid by Renter in two equal payments. The first payment is to be paid on or before July 1 of the Agreement year. The second payment is to be paid on or before December 1 of the Agreement year. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

5. Renter or their agents may enter onto the aforementioned property ONLY from the access provided at the end of Farmco Lane. Renter shall protect and maintain any property irons that are located on said property.
6. The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond August 1, 2025. The City reserves the right to terminate the Agreement at any time with a 90-day written notice to the Renter.
7. This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

RENTER

By: _____
Rebecca Houseman LeMire
City Manager

By: _____

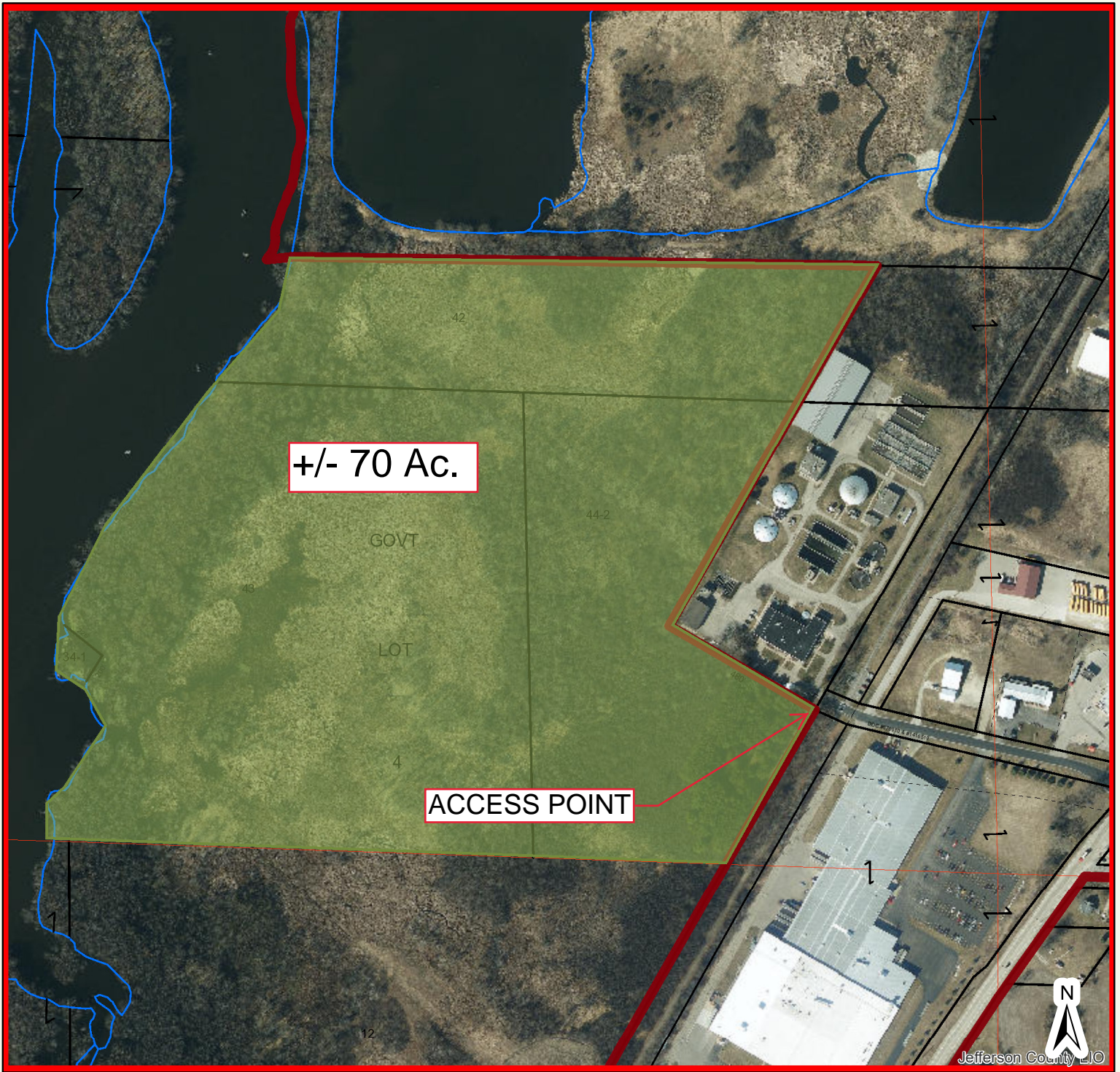
Date: _____

Date: _____

By: _____
Michelle Ebbert, City Clerk

Date: _____

Jefferson County Land Information



Municipal Boundaries

Road Right of Ways

Parcel Lines

Property Boundary

Section Lines

Old Lot/Meander Lines

Surface Water

Rail Right of Ways

Map Hooks

Tax Parcels



Jefferson County Geographic Information System

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

400 200 0 400 Feet
1 inch = 400 feet

Printed on: August 17, 2022

Author: Public User



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

BID
Hunting Land at Wastewater Utility

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
70 acres	Bids are being solicited for the rental of 70 acres of hunting land at the Wastewater Utility for a three (3) year period.	\$ <u>17.00</u> /acre (2023) \$ <u>17.40</u> /acre (2024) \$ <u>17.80</u> /acre (2025)

Bidder Signature: _____

Bidder Name: _____

Address: _____

Phone: _____

Email: _____

Bid Total: \$ 3,654.00 /Three years

RECEIVED

SEP 15 2022

CITY OF FORT ATKINSON
CITY MANAGER



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

BID
Hunting Land at Wastewater Utility

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
70 acres	Bids are being solicited for the rental of 70 acres of hunting land at the Wastewater Utility for a three (3) year period.	\$ <u>13.25</u> /acre (2023) \$ <u>13.25</u> /acre (2024) \$ <u>13.25</u> /acre (2025)

Bidder Signature: _____

Bidder Name: _____

Address: _____

Phone: _____

Email: _____

Bid Total: \$ 2782.50 /Three years

RECEIVED

SEP 15 2022

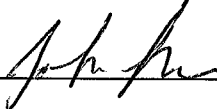
CITY OF FORT ATKINSON
CITY MANAGER



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

BID
Hunting Land at Wastewater Utility

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
70 acres	Bids are being solicited for the rental of 70 acres of hunting land at the Wastewater Utility for a three (3) year period.	\$ <u>10</u> /acre (2023) \$ <u>10</u> /acre (2024) \$ <u>10</u> /acre (2025)

Bidder Signature: 

Bidder Name: John Andrews

Address: 1131 N High St., Fort Atkinson, WI 53538

Phone: (920) 723-4825

Email: andrewsfmly@yahoo.com

Bid Total: \$ 2,100.00 /Three years

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SEP 15 2022

CITY OF FORT ATKINSON
CITY MANAGER



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

BID
Hunting Land at Wastewater Utility

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
70 acres	Bids are being solicited for the rental of 70 acres of hunting land at the Wastewater Utility for a three (3) year period.	\$ <u>15.00</u> /acre (2023) \$ <u>20.00</u> /acre (2024) \$ <u>25.00</u> /acre (2025)

Bidder Signature: _____

Bidder Name: _____

Address: _____

Phone: _____

Email: _____

Bid Total: _____

\$ 4200.00

/Three years

RECEIVED

SEP 15 2022

CITY OF FORT ATKINSON
CITY MANAGER