



**AGENDA  
CITY COUNCIL MEETING  
MUNICIPAL BUILDING COUNCIL CHAMBERS  
101 N. MAIN STREET, FORT ATKINSON, WISCONSIN  
JANUARY 15, 2019 ~ 7:00 P.M.**

1. Call meeting to order.
2. Roll call.
3. Approval of minutes of January 3, 2019 regular Council meeting.
4. Public Hearings  
  
None.
5. Public Comment
6. Petitions, Requests and Communications  
  
None.
7. Resolutions and Ordinances
  - a. Resolution declaring official intent to reimburse expenditures on Fire Station renovation and expansion project from proceeds of borrowing.  
  
Action – Reject—Approve and adopt Resolution.
8. Reports of Officers, Boards and Committees
  - a. Building, Plumbing and Electrical Permit Report for December, 2018.  
  
Action – Accept and file.
  - b. Minutes of Ordinance Committee meeting held January 3, 2019.  
  
Action – Accept and file.

8. Reports of Officers, Boards and Committees (Continued)

- c. Minutes of Plan Commission meeting held January 8, 2019.

Action – Accept and file.

9. Unfinished Business

- a. Review and approve design and construction management services agreement for renovation and expansion project at Fire Station, as budgeted.

Action – Reject—Approve.

- b. Review and approve SCADA equipment and installation contracts as budgeted.

Action – Reject—Approve.

- c. Recommendation from Ordinance Committee to approve Ordinance pertaining to sale and possession of electronic cigarettes by minors.

Action – Reject—Approve; A—Move to second reading; or B—Move through second and third readings and approve and adopt Ordinance.

- d. Recommendation from Transportation & Traffic Review Committee to approve agency fare increase to \$8.50 for shared ride taxi program.

Action – Reject—Approve fare increase.

10. New Business

- a. Review and approve purchase of mobile data computers for police squads as budgeted.

Action – Reject—Approve quote.

11. Miscellaneous

- a. Denial of operator license.

Action – Reject—Approve denial.

- b. Granting operator licenses.

Action – Reject—Approve licenses.

- c. Temporary Class “B” Beer and/or Wine License for St. Joseph’s School Heart Gala to be held on January 26, 2019.

Action – Reject—Approve License.

- d. Temporary Class “B” Beer and/or Wine License for Lions Club Smelt Fry to be held at the Municipal Building on April 19, 2019.

Action – Reject—Approve License.

- e. Temporary Class “B” Beer and/or Wine License for Lions Club Corn and Chicken Dinner to be held at Jones Park on August 18, 2019.

Action – Reject—Approve License.

- f. Request to change April 2, 2019 City Council meeting to Thursday, April 4, 2019 due to election.

Action – Reject—Approve change of meeting date.

- g. Adjourn to closed session after regular Council meeting pursuant to Section 19.85 (1)(c), Wisconsin Statutes to conduct City Manager appraisal.

Action – Go into closed session – Council will not come back into open session.

12. Claims, Appropriations and Contract Payments

a. Verified claims.

Action – Motion to approve list of verified claims presented by the Director of Finance and to authorize payment.

13. Adjournment

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

**CITY OF FORT ATKINSON**  
**City Council Minutes ~ January 3, 2019**

CALL MEETING TO ORDER.

Pres. Becker called the meeting to order at 7:00 pm.

ROLL CALL.

Present: Cm. Johnson, Cm. Lescohier, Cm. Hartwick and Pres. Becker. Also present: City Manager, City Attorney, City Clerk/Treasurer, City Engineer, City Assistant Engineer and Public Works Supervisor.

Excused absence: Cm. Kotz.

APPROVAL OF MINUTES OF DECEMBER 18, 2018 REGULAR COUNCIL MEETING.

Cm. Johnson moved, seconded by Cm. Lescohier to approve the minutes of December 18, 2018 regular council meeting. Motion carried.

PUBLIC HEARINGS

None.

PUBLIC COMMENT

None.

PETITIONS, REQUESTS AND COMMUNICATIONS

None.

RESOLUTIONS AND ORDINANCES

None.

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

- a. *Minutes of Transportation & Traffic Review Committee meeting held December 13, 2018.*
- b. *Minutes of Public Works Committee meeting held December 18, 2018.*
- c. *Minutes of Historical Society Board meeting held November 18, 2018.*

Cm. Hartwick moved, seconded by Cm. Johnson to accept and file the Reports of Officers, Boards and Committees. Motion carried.

UNFINISHED BUSINESS

None.

NEW BUSINESS

- a. *Review and approve purchase of communication headset system for Department of Public Works as budgeted.*

Public Works Superintendent Kent Smith reviewed the quote for headsets. One set would be used by the sanitary sewer crew, the other two for the tree trimming crew. During the winter, all three sets would be used at the same time. The total cost for three Sonetics Communication Headsets is \$15,164. Funding sources include the 2019 Annual Budget (\$5,054.67), 2019 CIP Street Machinery (\$7,000) and DPW equipment sold on the Wisconsin Surplus Auction (\$3,109.33).

Cm. Lescohier moved, seconded by Cm. Johnson to approve the purchase of three Sonetics Community Systems for a price not to exceed \$15,164. Motion carried on a unanimous roll call vote.

*b. Review and approve quote for design services for 2019 roadway rehabilitation and water main replay projects.*

City Engineer Andy Selle presented the design services for 2019 to include the area of Roosevelt Street, Messmer Street, Zaffke Street, Cloute Street and a portion of Caswell Street. The area contains post WWII era water main, steep running slopes, complicated intersection geometry, unsafe crown and cross slopes. Due to the nature, it was suggested to hire a design engineering firm. Four firms provided bids for the design work: MSA, Ruekert and Mielke, SEH and Batterman. Staff evaluated the bids based on project approach, their team, project examples, scope and fee. Staff recommends SEH as a total of \$47,445. Selle reviewed in depth the comparison and analyzation of the bids received. Discussion continued on the various quotes and estimated hours of design work.

Cm. Lescohier moved, seconded by Cm. Johnson to approve the quote from SEH – Short Elliot Hendrickson, Inc for design services for 2019 roadway rehabilitation and water main replay project not to exceed \$47,445. Motion carried with Cm. Hartwick opposed.

#### MISCELLANEOUS

*a. Denial of operator license.*  
No action was taken.

*b. Denial of operator license.*  
No action was taken.

*c. Approve agent change for Class "B" Fermented Malt Beverage and "Class C" Wine License for Pizza Hut, 1550 Madison Avenue.*

Cm. Lescohier moved, seconded by Cm. Johnson to approve agent change for Class "B" Fermented Malt Beverage and "Class C" wine License for EYM Pizza of Wisconsin, LLC dba Pizza Hut at 1550 Madison Avenue. Motion carried.

*d. Adjourn to closed session after regular Council meeting pursuant to Section 19.85(1)(c), Wisconsin Statutes, to conduct City Manager appraisal.*

Cm. Hartwick moved, seconded by Cm. Johnson to adjourn to closed session after regular Council meeting pursuant to Section 19.85(1)(c), Wisconsin Statutes, to conduct City Manager appraisal. Motion carried on a unanimous roll call vote.

#### CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS

*a. Verified claims.*

Cm. Hartwick moved, seconded by Cm. Johnson to approve the list of verified claims submitted by the Director of Finance and authorize payment. Motion carried on a roll call vote.

#### ADJOURNMENT

Lesciher Moved, seconded Hartwick by to adjourn the meeting. Meeting adjourned at 741

Respectfully submitted  
Michelle Ebbert  
City Clerk/Treasurer

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**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** January 9, 2019

**TO:** City Council

**FROM:** Matt Trebatoski, City Manager

**SUBJECT:** Intent to Borrow Resolution for Fire Station Renovation and Expansion Project

**Discussion:**

The purpose of the attached resolution is to declare the following:

1. The city's desire to proceed with the fire station renovation and expansion project;
2. The city's official intent to finance the project on a long-term basis by issuing tax-exempt bonds, the principal amount of which is not expected to exceed \$6,000,000; and
3. The city's official intent to advance moneys from its funds on hand on an interim basis to pay the costs of the project until the bonds are issued.

**Financial Analysis:**

The total budget for the fire station renovation and expansion project is around \$5,500,000. The total estimated cost with financing is \$8,250,175. This translates to an average debt service amount of approximately \$412,500 per year. A preliminary example financing plan is attached.

We purposely planned for this project to occur when the annual debt service amount for the General Fund is set to decrease by approximately \$300,000 in 2020, in order to minimize the impact to the tax levy. A table with our existing General Fund debt outstanding and repayment schedule is attached. Due to the drop in the existing annual debt service amount, only a portion of the new debt service amount (\$112,500) would actually increase the property tax levy for 2020.

Using 2018 assessed value and holding all other things equal, the new debt would increase the city tax rate by approximately \$0.13 per thousand of assessed value. This would equate to an estimated increase of \$26 per year on a \$200,000 property.

Without the dip in the existing debt repayment schedule, the full effect of the fire station project would result in a much larger city tax rate increase of approximately \$0.47 per thousand of assessed value. This would calculate out to an estimated increase of \$94 per year on a similarly valued property.

**Recommendation:**

City staff recommends approval of the resolution as presented.

The review and approval of the design contract with Keller will come up as a separate item on the agenda.

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RESOLUTION NO. \_\_\_\_\_

**RESOLUTION DECLARING OFFICIAL INTENT  
TO REIMBURSE EXPENDITURES ON FIRE STATION RENOVATION AND  
EXPANSION PROJECT FROM PROCEEDS OF BORROWING**

**WHEREAS**, the City of Fort Atkinson, Jefferson County, Wisconsin (the "Issuer") plans to undertake a fire station renovation and expansion project (the "Project");

**WHEREAS**, the Issuer expects to finance the Project on a long-term basis by issuing tax-exempt bonds or other tax-exempt obligations (collectively, the "Bonds");

**WHEREAS**, because the Bonds will not be issued prior to commencement of the Project, the Issuer must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

**WHEREAS**, the City Council (the "Governing Body") of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Issuer that:

**Section 1. Expenditure of Funds.** The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Project until proceeds of the Bonds become available.

**Section 2. Declaration of Official Intent.** The Issuer hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$6,000,000.

**Section 3. Unavailability of Long-Term Funds.** No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

**Section 4. Public Availability of Official Intent Resolution.** The Resolution shall be made available for public inspection at the office of the Issuer's Clerk within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

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**Section 5. Effective Date.** This Resolution shall be effective upon its adoption and approval.

Approved: January 15, 2019.

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Matt Trebatoski  
City Manager

ATTEST:

(SEAL)

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Michelle Ebbert  
City Clerk/Treasurer

[After adoption, please return a copy of this Resolution to Quarles & Brady LLP, Bond Counsel,  
at 411 East Wisconsin Avenue, 27th Floor, Milwaukee, Wisconsin 53202-4497, Attention:  
Brian G. Lanser.]

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## Total General Fund Debt Outstanding Without TIF

	<u>Principal</u>	<u>Interest</u>	<u>BABs Subsidy</u>	<u>Total</u>
Total Amount	\$ 6,899,962.87	\$ 2,796,551.17	\$ (605,319.18)	\$ 9,091,194.86
Amount Paid	\$ 1,771,598.00	\$ 1,397,131.32	\$ (346,393.18)	\$ 2,822,336.14
Oustanding 12/31/2018	\$ 5,128,364.87	\$ 1,399,419.85	\$ (258,926.00)	\$ 6,268,858.72

<u>Repayment Schedule</u>	<u>Principal</u>	<u>Interest</u>	<u>BAB Subsidy</u>	<u>Total</u>
2019	\$ 741,032.00	\$ 194,852.09	\$ (36,282.00)	\$ 899,602.09
2020	\$ 458,155.00	\$ 176,216.01	\$ (34,573.00)	\$ 599,798.01
2021	\$ 467,632.00	\$ 161,245.76	\$ (32,123.00)	\$ 596,754.76
2022	\$ 449,969.87	\$ 145,880.68	\$ (29,517.00)	\$ 566,333.55
2023	\$ 374,487.00	\$ 130,542.14	\$ (26,761.00)	\$ 478,268.14
2024	\$ 286,286.00	\$ 116,505.10	\$ (23,796.00)	\$ 378,995.10
2025	\$ 293,311.00	\$ 103,121.34	\$ (22,268.00)	\$ 374,164.34
2026	\$ 300,333.00	\$ 89,292.19	\$ (18,706.00)	\$ 370,919.19
2027	\$ 307,430.00	\$ 74,928.04	\$ (14,949.00)	\$ 367,409.04
2028	\$ 280,150.00	\$ 60,436.00	\$ (10,973.00)	\$ 329,613.00
2029	\$ 292,462.00	\$ 45,374.00	\$ (6,720.00)	\$ 331,116.00
2030	\$ 299,804.00	\$ 29,682.00	\$ (2,258.00)	\$ 327,228.00
2031	\$ 92,234.00	\$ 20,127.00	\$ -	\$ 112,361.00
2032	\$ 94,725.00	\$ 16,886.00	\$ -	\$ 111,611.00
2033	\$ 97,370.00	\$ 13,472.25	\$ -	\$ 110,842.25
2034	\$ 100,084.00	\$ 9,964.50	\$ -	\$ 110,048.50
2035	\$ 102,900.00	\$ 6,342.25	\$ -	\$ 109,242.25
2036	\$ 30,000.00	\$ 2,520.00	\$ -	\$ 32,520.00
2037	\$ 30,000.00	\$ 1,522.50	\$ -	\$ 31,522.50
2038	\$ 30,000.00	\$ 510.00	\$ -	\$ 30,510.00
	\$ 5,128,364.87	\$ 1,399,419.85	\$ (258,926.00)	\$ 6,268,858.72



FORT • ATKINSON

## Permit Report

12/01/2018 - 12/31/2018

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
<b>Group: Add/Alter Commercial</b>						
20328	250 E. Blackhawk Dr.	K&F Auto	Add/Alter Commercial	Remodeling existing building space to create new offices and bathrooms	70,000	\$296.00
						<b>\$296.00</b>

**Group Total: 1**

### Group: Electrical

20316	514 Commander Ct.	Kaylin Hetts	Electrical	New Home Electrical	0	\$150.00
20317	518 Commander Ct.	Alison Griedl	Electrical	New Home Electrical	0	\$150.00
20318	1355 N. High St.	Superwash	Electrical	2 heating devices	0	\$40.00
20320	524 Jackson St.	Amy Miles	Electrical	Exhaust fan	0	\$35.00
20321	1110 Jefferson St	Mark Macholl	Electrical	Subpanel; 14 openings;	0	\$46.50
20323	210 Madison Ave.	Jeff Peterson	Electrical	17 openings	0	\$42.75
20324	222 1/2 S. Main St.	Connor Nelan	Electrical	20 openings	0	\$45.00
20326	710 McMillen St.	Mike Topel	Electrical	100 amp service (on garage U.G.); 30 openings	0	\$77.50
20327	1030 Monroe St. - 1200 Blackhawk	Patti Dalby	Electrical	20 openings	0	\$45.00

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
20331	130 N. Main St.	RUDA Rentals LLC	Electrical	Wiring for apartments	0	\$323.50
						<b>\$955.25</b>

**Group Total: 10**

**Group: HVAC**

20313	1642 Janesville Ave.	Griffin Ford	HVAC	New Furnace	0	\$90.00
20329	250 E. Blackhawk Dr.	K&F Auto	HVAC	New Furnace & A/C for remodel	0	\$135.00
						<b>\$225.00</b>

**Group Total: 2**

**Group: Plumbing**

20312	121 N. Main St.	Steve Lehmann	Plumbing	2 fixtures	0	\$42.00
20314	514 Commander Ct.	Kaylin Hetts	Plumbing	21 fixtures	0	\$156.00
20315	514 Commander Ct.	Kaylin Hetts	Plumbing	New home	0	\$105.00
20319	524 Jackson St.	Amy Miles	Plumbing	Water Heater	0	\$36.00
20325	401 Cherokee Ln.	Steve Fiege	Plumbing	sink & clothes washer	0	\$42.00
20330	87 N. Main St.	Blue Fire Arts	Plumbing	1 sink	0	\$36.00
						<b>\$417.00</b>

**Group Total: 6**

**Group: Two Family Alteration**

20322	1200 Blackhawk Dr.	Jeff LeFave & Patti Dalby	Two Family Alteration	Adding two bedrooms in basement	15,000	\$79.50
						<b>\$79.50</b>

**Group Total: 1**

						<b>\$1,972.75</b>
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Submitted this 2nd day of Jan., 2019.

**1/2/2019**

*Brian Juarez*  
 Brian Juarez, Building Inspector  
*lc*

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8-b

**CITY OF FORT ATKINSON**  
**Ordinance Committee ~ January 3, 2019**

CALL TO ORDER.

Pres. Becker called the Ordinance Committee meeting to order at 6:00 pm.

ROLL CALL.

Present: Cm. Lescohier, Cm. Hartwick and Pres. Becker. Also present: City Manager, City Clerk/Treasurer and Police Chief.

REVIEW ORDINANCE PERTAINING TO SALE AND POSSESSION OF ELECTRONIC CIGARETTES BY MINORS.

Chief Bump shared research amongst other jurisdictions in the State and that several of these jurisdictions were developing the same ordinance. The ordinance is a city wide approach that will hold vendors who sell these devices to minors and/or adults who assist minors in obtaining these devices accountable for their actions.

Cm. Hartwick shared great appreciation for the presented ordinance. Pres. Becker and Lescohier confirmed their support.

Cm. Hartwick moved, seconded by Cm. Lescohier to recommend to Council the Ordinance pertaining to sale and possession of electronic cigarettes to minors. Motion carried.

ADJOURNMENT

Cm. Lescohier moved, seconded by Cm. Hartwick to adjourn the meeting at 6:14 pm. Motion carried and meeting adjourned.

Respectfully submitted  
Michelle Ebbert, City Clerk/Treasurer

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8-C

**CITY OF FORT ATKINSON**  
**Plan Commission ~ January 8, 2019**  
**1,003rd Meeting**

CALL TO ORDER.

The meeting was called to order by Manager Trebatoski in the Council Chambers of the Municipal Building at 4:00 pm.

ROLL CALL.

Present: Commissioners, Scherer, Kutz, Lescohier, Greenhalgh, Engineer Selle and Manager Trebatoski. Also present: Building Inspector and City Clerk/Treasurer.

Excused absence: Cm. Frame

APPROVAL OF MINUTES OF DECEMBER 11, 2018 PLAN COMMISSION MEETING.

Cm. Greenhalgh motioned, seconded by Cm. Scherer to approve the minutes of the December 11, 2018 Plan Commission meeting. Motion carried.

REVIEW AND APPROVE COLOR SCHEME AND GENERAL AESTHETICS FOR BUILDING IMPROVEMENTS AT CASEY'S GENERAL STORE, 342 WHITEWATER AVENUE

Engineer Selle reminded the Commission of the site plan previously approved on August 28, 2018 with contingencies. The updated submittals include color scheme and general aesthetics. A new façade will be installed to match Casey's color schemes. The main material is split face block, the original submission was to match the existing. Underneath the windows is an antique red brick. The back will be mainly a stucco finish with a beige finish applied over existing.

Cm. Greenhalgh inquired on the landscaping. No change from the original plans. All contingencies have been met.

Cm. Greenhalgh moved, seconded by Cm. Kutz to approve the color scheme and general aesthetics for building improvements at Casey's General Store, 342 Whitewater Avenue. Motion carried.

ADJOURNMENT.

Cm Scherer moved, seconded by Cm. Greenhalgh to adjourn. Meeting adjourned at 4:04 pm.

Respectfully submitted  
Michelle Ebbert  
City Clerk/Treasurer

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9-a

**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** January 10, 2019

**TO:** City Council  
**FROM:** Daryl Rausch, Fire Chief  
**SUBJECT:** Fire Station Design Services

### **Background**

For more than 10 years the City and fire department staff have been planning for a new station to address the problem of a seriously deficient operating facility. Numerous safety issues, maintenance needs, improvements and space-needs issues have been pushed back in order to address all issues collectively with a renovation and construction project to be completed in 2020. This project has been part of the City capital improvement plan for a quite a number of years.

Beginning in early 2018, the City began a process to identify solutions to renovate, expand and modernize the current fire station. In February, 2018, we released a Request for Proposals, requesting a current facility condition report; immediate and future space needs assessment, example floor plan and elevation drawings.

We received four proposals detailing the requested work and met with three of the vendors to discuss their proposals. After those discussions, and upon my recommendation, Keller Planners & Architects (*the lowest cost bid received*) was selected to complete the work.

At the outset of the discussions with Keller, we set certain goals and parameters which needed to be met, including:

- ❖ The desire to stay on the current site.
- ❖ The ability to develop the facility without the need to purchase additional property.
- ❖ The ability to expand the operation to include EMS housing at the current site without additional construction in the future.
- ❖ The requirement to address existing firefighter health and safety issues and requirements contained in WI Administrative Code SPS 330 and National Fire Protection Association recommendations.
- ❖ The need to address existing multi-gender and diversity housing issues.
- ❖ The ability to reuse as much of the current building as was practical.
- ❖ The need to stage the construction in such a manner so the department could continue to function from the site throughout construction.

Throughout the process, Keller has been very attentive to our needs and has helped craft a logical, efficient solution for providing an adequate facility design that will serve the department and community for the next 40-50 years.

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## Discussion

Keller has provided exceptional support and valued input, including solutions City staff had not or would not have considered without the expertise of Devin Flanagan, Rob Lindstrom and their associates. We are now requesting to take their work to the next step of developing the needed documents and approvals to enable this project to be put out to bids in time for 2020 construction. These documents include developing and coordinating construction documents for civil, architectural, mechanical, electrical, fire protection, plumbing and specifications to be used for bidding individual bid units and construction.

- ❖ Building plans, including
  - Floor plans
  - Wall, roof and floor sections and details
  - Renovation design for existing apparatus bays
  - Demolition plan(s) of existing administrative and dormitory area
  - Interior and exterior finishes schedule
  - Structural engineering calculations for all required elements
  - Heat loss calculations, state form SBD-118, submission to the state, and compliance statement upon completion of the project.
  - Lighting plans, to include general lighting, exterior lighting, egress lighting, electrical service, power distribution, standby power generator, and associated automatic transfer switch(es).
  - Energy efficiency evaluation of all lighting and HVAC systems
  - Solar energy integration plan (*if selected for inclusion*)
  - Communication infrastructure design for voice, data, and video.
  - Fire Alarm Systems
  - Rough-in boxes and conduits to support security systems (surveillance video, access control) provided and installed by the Fire Department's security systems vendor
  - Wisconsin DSPS approval submittals (Energy Code; Egress Lighting performance modeling)
  - Electrical plans and wiring schedules
  - Plumbing plans and schedules
  - Sanitary, vent, natural gas, air, and water piping design.
  - Plumbing isometrics
  - Fire Protection density area definitions, location of Fire Protection service and routing of fire protection mains
  - HVAC plans and schedules
  - HVAC Load calculations
- ❖ Coordination and design of a source capture exhaust system
- ❖ Review balancing report and site photos for compliance statement
- ❖ Apply for and negotiate state approvals of all building plans
- ❖ Develop all construction documents
- ❖ Develop all long form specification books and front-end bid documents for bidding.
- ❖ Answer questions and prepare addenda as needed during the bidding process.
- ❖ Answering contractors' questions, RFI's, CB's during contrition
- ❖ Evaluation of civil and site plans and soil sampling (*conducted by a third party*)

Additionally, Keller will manage the advertisement for bids, beginning in December, 2019; evaluation and tabulation of bids; and make recommendations to the City Council for approval of all construction bids received by March, 2020.

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It is our intention to also employ Keller as construction managers for the project in 2020, we are asking for council approval of the design services as included in our 2019 capital improvement budget. Further we are asking the city council to approve Keller as the construction manager in accordance with the attached contract.

It is important to note that this requested 2019 expenditure is part of the total project cost which is estimated to be \$5.5 - \$5.7 million dollars.

#### **Financial Impact & Funding Source**

The cost of these detailed design services is approximately \$240,000. Funding for the design process is part of the planned borrowing and debt service for the project.

#### **Recommendation**

We recommend that Keller Planners be approved to complete the design and construction document preparation and project management in accordance with the attached contract with 2019 expenditures not to exceed \$240,000.



ADDRESS N216 State Road 55  
P.O. Box 620  
Kaukauna, WI 54130-0620  
PHONE 920\*766\*5795  
1\*800\*236\*2534  
FAX 920\*766\*5004  
WEB SITE www.kellerbuilds.com

## FOR OFFICE USE

Job No.: \_\_\_\_\_  
Customer No.: \_\_\_\_\_  
Construction Mgr.: Devin Flanigan  
D/P Paid: \_\_\_\_\_  
WI Registered Building Contractor No.: #270016

### CONSTRUCTION MANAGEMENT AGREEMENT (Management and Subcontracting Directly with Keller, Inc.)

THIS AGREEMENT made by and between **KELLER, INC.**, a Wisconsin corporation, having its principal place of business at Kaukauna, Wisconsin (hereinafter referred to as "Manager"), and **THE CITY OF FORT ATKINSON** CITY: **FORT ATKINSON** STATE: **WISCONSIN** (hereinafter referred to as "Owner"); on whose property the Project is to be placed at the following location; State of **Wisconsin** County **Jefferson** Township or City **Fort Atkinson** Section or Street **128 Milwaukee Ave W, Fort Atkinson, WI 53538**.

For valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

- Project.** The Project is generally described to include the following: **Design and Construction Management Services for a Municipal Building.**
- Project Construction and Installation.** Project construction and installation will be performed by multiple subcontractors entering written contract agreements with the Manager based upon competitive bidding for providing labor, materials, and contract supervision in accordance with the terms and conditions of each respective contract between the Manager and the contractors retained to construct and install the Project.
- Manager's Responsibilities.** Manager will perform all those responsibilities pertaining to Design/Construction Management Services as set forth in the Keller, Inc. Design/Construction Management Proposal accepted in writing by the Owner. Manager will be serving as a contractor and will be providing, or arranging for, the labor or materials for the construction of the project. Included as part of the Management Fee, Manager shall also provide onsite superintendent, mobilization, concrete test cylinders, construction trailer, general cleanup, dumpster and debris removal, project signs, barricade/fencing, temporary power, temporary water, toilets, project safety measures, and first aid.
- Owner's Responsibilities.** The Owner is responsible to comply with the terms of this Agreement. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authentication. That person's name is \_\_\_\_\_.
- Commencement and Completion of Work.** Manager and Owner plan that the contractors retained by Manager shall commence the work for the Project approximately **Spring 2020** and said contractors will be scheduled to substantially complete the Project as soon as practice and due diligence will permit, and in accordance with time limits for substantial completion and final completion as stated in those Contracts. Delays due to acts of God, adverse weather, unavailability of materials, labor disputes or change orders shall extend completion dates accordingly.
- Substantial Completion Defined.** As used herein "substantial completion" means that all materials and services required of the contractors retained by the Owner shall have been furnished and the Project completed with the exception of work equivalent to 5% of the total cost of labor and materials included in the Project.
- Price and Terms.** The Owner agrees to pay the Management Fee to the Manager for the services and material provided or arranged by Manager pursuant to this Agreement. The Management Fee will be paid on a monthly basis for work completed with the sums due within (30) days from owner's receipt of invoice subject to 1.5% interest per month thereafter. Fees are as follows:

1. Design Fees:	4.9% of Total Building Costs (Architectural, Structural, Mechanical, Electrical, Plumbing & HVAC)
2. Construction Management Fee:	8% of Building and Site Costs (Overhead & Profit)
3. General Condition Costs:	9.5% of Building and Site Costs
4. Civil Engineering Site Design:	Not-to-Exceed \$35,000
5. Soil Borings:	Not-to-Exceed \$5,000

Any change requested by the Owner after final plan approval that results in an "add" or "deduct" to the Contract Amount would have a ten percent (10%) markup by the Manager for Supervision, Coordination and Administration

- Project Funding.** Owner shall furnish to Manager written loan commitment verification from the financial institution financing the Project. Alternatively the Owner shall submit financial status verification satisfactory to the Manager that Owner can pay for all Project costs for labor and materials through the completion of the Project.
- Remedies.** Upon any default on payment, which continues beyond five days of written notice of payment due, Manager may cease providing further services under this Agreement, and exercise all remedies for Default.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. NOTICE TO THE OWNER: DO NOT SIGN THIS BEFORE YOU READ IT, INCLUDING REVERSE SIDE AND ALL EXHIBITS ATTACHED, OR IF IT CONTAINS ANY BLANK SPACE, EVEN IF OTHERWISE ADVISED. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. GENERAL CONDITIONS OF AIA DOCUMENT 201-2007 ARE PART OF THIS AGREEMENT.

SUBMITTED BY: Devin Flanigan  
Keller, Inc. Representative

OWNER: \_\_\_\_\_

#### OWNER'S CONTACT INFORMATION

Method of Payment: \_\_\_\_\_  
Funds to be obtained from \_\_\_\_\_

Person to Contact \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_

Keller, Inc. is authorized to use photographs, company name, or press release in their advertising and marketing program, without payment to the Owner.

The Owner authorizes only these designated people to make changes during the construction phase:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Street **101 N. Main Street**  
City, State, Zip **Fort Atkinson, WI, 53538**  
Phone (920) 563-7760  
Fax (920) 563-7776  
E-Mail **M.Trebatoski@fortatkinsonwi.net**

Approved \_\_\_\_\_ Date \_\_\_\_\_  
(Sales Manager)

Approved \_\_\_\_\_ Date \_\_\_\_\_  
(Credit)

1/10/19

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## ADDITIONAL CONDITIONS

1. **Acceptance.** This Construction Agreement ("Contract") together with these additional conditions shall not be binding on the Manager until and unless it is accepted and executed by a duly authorized representative of the Manager at its office in Kaukauna, Wisconsin, and down payment is made in cash or cash equivalent. Acceptance of this Contract is expressly limited to the terms and conditions contained herein, including all terms and conditions set forth on the face hereof.
2. **Credit Investigation.** The Owner hereby authorized the Manager to conduct a credit investigation on the Owner and spouse, which investigation may include, without limitation, verification of employment and bank accounts, information on the Owner's character and general reputation, and past credit history.
3. **Changes in Construction Project.** The Owner may, without affecting the validity of this Contract or any term or provision hereof, order additional work or make changes by altering, adding to or deducting from the construction project as described on Proposals or Specifications. No such change order shall be valid and binding on the Manager, however, unless such order is reduced to writing, signed by the Owner, Manager, and contractor and the net effect of the change in the construction project price is so stated on the change order. The amended price, if any, shall be immediately computed and paid by the Owner or credited by the Manager or subcontractor as applicable, depending on the nature of the change and the stage of construction. Should the Owner authorize Manager to proceed with changes to the project prior to a signed change order, the Owner accepts responsibility for all costs based upon Manager's or subcontractor's validation of additional work.
4. **Site Responsibility.** The site responsibilities shall be as follows:
  - a. The Owner shall have the sole responsibility, and hereby assumes liability unless otherwise specified, for: (i) any unsafe condition at the construction site; (ii) cleaning up all debris in and around the construction site; (iii) any conditions which exist or are present at the construction site, including but not limited to any hazardous or toxic material or substance, prior to commencement of construction by the contractor(s) (see 4.b below); (iv) machinery or equipment present on the construction site or; (v) any of the Owner's employees, any employees of any other direct contractor (or a subcontractor or supplier of such direct contractor) or the Owner or the Owner's guests, frequenters or invitees present at, or in the vicinity of, the construction site. The Owner or Owner's agent shall notify Manager 24 hours in advance of their intention to access the construction site and shall conform with and abide by all OSHA and Manager safety standards when on site.
  - b. **Hazardous Materials.** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos, PCB, lead paint, etc., encountered on the site by the Manager or any contractor, the Manager shall, if upon recognizing the condition, immediately stop work in the affected area and report the condition to the Owner in writing. When the Owner has taken the necessary steps to render the material or substance harmless, work in the affected area shall resume upon written agreement of the Owner and the Manager. The contract schedule and cost shall be adjusted appropriately.

To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Manager, and its directors, agents, and employees, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work in the affected area, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

If, without negligence on the part of the Manager is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing work as required by the Management Agreement and Proposal, the Owner shall indemnify the Manager for all cost and expense thereby incurred.
5. **Construction Lien.** As required by the Wisconsin construction lien law, the Manager hereby notifies the Owner that persons or companies furnishing labor, materials, or services for the construction on the Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to the Manager, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, the Owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. The Manager agrees to cooperate with the Owner and its lender, if any, to see that all potential lien claimants are duly paid.
6. **Default.** If either party hereto should be adjudged bankrupt, make a general assignment for the benefit of creditors, have a receiver appointed or otherwise become insolvent, or if the premises of the Owner which are the subject of this contract become the subject of a foreclosure or any other legal action or process, or the Owner fails to make the payments required hereunder or otherwise refuses or fails to perform in accordance with the terms of this Contract, or the Manager should refuse, fail or be unable to perform under the provisions of this Contract, such party shall be considered to be in default.
  - a. **Owner's remedies.** In the event that the Manager is in default hereunder for any reason, the Owner may, without prejudice terminate this contract and retain a substitute construction manager for the project by whatever method he may deem expedient; provided, however, that before hiring or contracting with any other person or company he shall give the Manager not less than fourteen (14) days notice of his intention to proceed under this paragraph of the Contract. In such case the Manager shall not be entitled to receive any further payment until the project is completed and if the unpaid balance due to the Manager is in excess of the actual expense of completing the project, such excess shall be paid to the Manager. In the event that such additional expense of the Owner exceeds the unpaid balance, the Manager shall pay the difference to the Owner.
  - b. **Manager's remedies.** In the event of the Owner's default, the Manager may cease all operations and remove from the project all materials supplied whether or not incorporated into any structure. In such case, the Manager shall account to the Owner for all costs incurred by it to the date work is stopped, as well as all labor incurred in removing its materials from the site. From the amount so computed, the Manager shall subtract payments made by the Owner and the salvage value, if any, of material removed. The unpaid balance, if any, shall be paid to the Manager by the Owner. If the amount of payments and credits of the Owner exceed the Manager's cost, the Manager shall refund any difference to the Owner.
  - c. **Waiver of breach.** The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.
  - d. **Collection costs and expenses.** A party who successfully brings an action for the enforcement or collection of anything due hereunder shall be entitled to recover interest on any unpaid amount at the highest legal rate, plus its reasonable costs of collection and expense, including attorney's fees, to the fullest extent permitted by applicable law.
7. **Owner's Representation and Warranties.** The Owner warrants that it has good and merchantable title to the premises, excepting only those mortgages and liens previously disclosed to the Manager; that it has financing available and committed to it to enable the Owner to make the payments required hereunder in the amounts and on the dates specified; and that the legal description of the premises as set forth on the front side is an accurate and complete legal description of such premises.
8. **Insurance.** Provisions of AIA Document 201-2007 will apply.

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# City of Fort Atkinson Fire Dept

PO BOX 620 N216 STATE ROAD 55  
KAUKAUNA WI 54130-0620  
Phone: (920)766-5795  
Fax: (920)766-5004  
sales@kellerbuilds.com

Est Date: 08/10/2018  
Est #: 18374 BW  
Estimator: Bill Willmer / Project Manager :Devin Flanigan

ItemCode	Description	TotalCost	OtherTotal
<b>BUDGET FOR PHASE 1 NEW OFFICE ADDITION</b>			
02221.122	CONCRETE REMOVAL	6,280.00	
02224.217	DEMOLITION	8,711.00	
02316.128	EXCAVATING	64,200.00	
02316.128	POOR SOIL BUDGET	30,000.00	
02749.903	ASPHALT PAVING/BLACKTOP	9,000.00	
02820.024	TRANSFORMER GATE	1,850.00	
02920.010	LANDSCAPING BY OWNER		
03310.433	BUILDING CONCRETE	95,160.00	
03410.322	FLOOR PRECAST	46,800.00	
04000.010	MASONRY	392,782.00	
05120.998	2ND FLOOR PATIO RAILING	8,500.00	
05120.998	CURVED ENTRANCE ROOF	22,000.00	
05120.998	EXT STRUCTURAL STEEL STUD WALLS	144,293.00	
05120.998	STRUCTURAL STEEL AND METAL DECK	198,850.00	
06110.000	WOOD BLOCKING & MISC. WOOD FRAM	5,800.00	
06200.049	FINISH CARPENTRY	39,000.00	
06400.009	CABINETS AND COUNTER	15,000.00	
07140.029	FLUID APPLIED WATERPROOFING	1,580.00	
07210.216	INSULATION	12,800.00	
07320.027	PAVERS AND RUBBER 2ND FL PATIO	9,855.00	
07420.010	HWP PANEL	30,660.00	
07460.901	SOFFIT	2,500.00	
07530.019	ROOF ELASTOMERIC/PLASTOMERIC	38,450.00	
07920.010	CAULKING AND SEALANTS	25,000.00	
08211.500	DOORS, HWH & INT GLASS	44,235.00	
08330.050	COILING KITCHEN DOOR	3,800.00	
08410.011	ALUMINUM ENTRANCE AND STOREFRO	58,320.00	
09110.090	METAL STUDS INTERIOR FRAMING	59,858.00	
09250.905	DRYWALL	66,467.00	
09510.081	CEILING TILE	26,342.00	
09610.900	FLOORING	79,800.00	
09910.065	PAINTING AND STAINING	78,212.00	
10350.900	FLAGPOLES	5,000.00	
10520.900	FIREMANS TRAINING TOWER	10,000.00	
14209.902	ELEVATOR	88,800.00	
<b>* Total BUDGET FOR PHASE 1 NEW OFFICE A</b>		<b>1,729,905.00</b>	
<b>BUDGET FOR PHASE 2 NEW APPARATUS ADDITION AND DEMO OF EXISTING OFFICE</b>			
01450.109	ASBESTES REMOVAL	13,000.00	
02224.217	DEMOLITION	51,000.00	
02749.903	ASPHALT PAVING/BLACKTOP	4,000.00	
03310.433	BUILDING CONCRETE	68,090.00	
04000.010	MASONRY	168,428.00	
05120.998	STRUCTURAL STEEL AND METAL DECK	65,220.00	
07420.010	HWP PANEL	27,860.00	
07530.019	ROOF ELASTOMERIC/PLASTOMERIC-S	39,480.00	
07920.010	CAULKING AND SEALANTS-SUB	3,500.00	
08211.500	DOORS & HWD	8,600.00	
08360.050	OVERHEAD DOOR AND OPERATOR-SU	25,000.00	
08410.011	ALUMINUM ENTRANCE AND STOREFRO	4,920.00	

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# City of Fort Atkinson Fire Dept

PO BOX 620 N216 STATE ROAD 55  
KAUKAUNA WI 54130-0620  
Phone: (920)766-5795  
Fax: (920)766-5004  
sales@kellerbuilds.com

Est Date: 08/10/2018  
Est #: 18374 BW  
Estimator: Bill Willmer / Project Manager :Devin Flanigan

ItemCode	Description	TotalCost	OtherTotal
09670.013	EPOXY FLOOR-SUB	32,077.00	
09910.065	PAINTING AND STAINING-SUB	9,135.00	
<b>* Total BUDGET FOR PHASE 2 NEW APPARAT</b>		<b>520,310.00</b>	
<b>BUDGET FOR PHASE 3 REMODLING OF THE EXISTING BUILDING</b>			
02221.122	CONCRETE REMOVAL	7,500.00	
02224.217	DEMOLITION	4,500.00	
03310.433	FLOOR REPLACE MENT @ OFFICE/MEZ	10,560.00	
03410.322	MEZZAINIE TOPPING	6,675.00	
04000.010	MASONRY-SUB	35,560.00	
05120.998	MEZZANINE STEEL	14,580.00	
05120.998	ROOF REINFORCING	24,872.00	
06200.049	FINISH CARPENTRY	18,000.00	
06400.009	CABINETS AND COUNTER	8,600.00	
07420.010	HWP PANEL	24,080.00	
07530.019	ROOF ELASTOMERIC/PLASTOMERIC	75,164.00	
07920.010	CAULKING AND SEALANTS	4,500.00	
08112.000	DOORS & HWD	15,800.00	
08360.050	OVERHEAD DOOR AND OPERATOR-SU	45,000.00	
09670.013	EPOXY FLOOR-SUB	66,700.00	
09910.065	PAINTING AND STAINING-SUB	16,900.00	
10990.900	DUMPSTER & SHOP OFFICE 124	12,000.00	
<b>* Total BUDGET FOR PHASE 3 REMODLING O</b>		<b>390,991.00</b>	
<b>BUDGET FOR MEPs, AND OTHER ITEMS THAT PRETAIN TO ALL (3) PHASES</b>			
01110.054	CIVIL ENGINEERING	40,000.00	
02754.894	EXTERIOR CONCRETE	28,294.00	
10430.036	EXTERIOR AND INTERIOR SIGNAGE	10,000.00	
15300.900	FIRE PROTECTION (SPRINKLER )-SUB	58,000.00	
15400.900	PLUMBING	415,000.00	
15700.010	HVAC-SUB	337,000.00	
16100.900	ELECTRICAL	363,000.00	
16200.900	GENERATOR ELECTRICAL BUDGET	60,000.00	
16700.900	COMMUNICATION	15,000.00	
<b>* Total BUDGET FOR MEPs, AND OTHER ITEM</b>		<b>1,326,294.00</b>	
<b>CONTINGENCY</b>			
01741.000	CONTINGENCY	100,000.00	
<b>* Total CONTINGENCY</b>		<b>100,000.00</b>	
<b>Total Gross Cost</b>		<b>4,067,500.00</b>	
<b>260.320</b>			

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# City of Fort Atkinson Fire Dept

PO BOX 620 N216 STATE ROAD 55  
KAUKAUNA WI 54130-0620  
Phone: (920)766-5795  
Fax: (920)766-5004  
sales@kellerbuilds.com

Est Date: 10/16/2018  
Est #: 18374 BW  
Estimator: Bill Willmer / Project Manager :Devin Flanigan

ItemCode	Description	TotalCost	OtherTotal
<b>BUDGET TOTAL FOR ALL 3 PHASES (INCLUDES CONTINGECY)</b>			
01741.100	BUILDING TOTAL ALL 3 PHASES	4,067,500.00	
	* Total BUDGET TOTAL FOR ALL 3 PHASES (I	4,067,500.00	
<b>DESIGN COST 4.9%</b>			
01110.068	DESIGN FEES	199,307.00	
	* Total DESIGN COST 4.9%	199,307.00	
<b>GENERAL CONDITIONS 9.5%</b>			
01110.069	GENERAL CONDITIONS	405,347.00	
	* Total GENERAL CONDITIONS 9.5%	405,347.00	
<b>CM FEE 8%</b>			
01110.070	CM FEES	373,772.00	
	* Total CM FEE 8%	373,772.00	
<b>INSURANCE .055%</b>			
01110.071	INSURANCE	27,753.00	
	* Total INSURANCE .055%	27,753.00	
<b>PERFORMANCE BOND .065%</b>			
01110.072	PERFORMANCE BOND	32,978.00	
	* Total PERFORMANCE BOND .065%	32,978.00	
<b>INFLATION FOR 2020 BUILD</b>			
01741.100	3% INFLATION FOR 2020 SPRING STAR	153,200.00	
	* Total INFLATION FOR 2020 BUILD	153,200.00	
<b>FURNISHINGS</b>			
12400.010	FURNISHINGS (F. F. & E.)	67,000.00	
	* Total FURNISHINGS	67,000.00	
<b>GENERATOR</b>			
16200.900	GENERATOR	100,000.00	
	* Total GENERATOR	100,000.00	
<b>PLYMOVENT</b>			
15700.010	PLYMVENT SYSTEM	72,000.00	
	* Total PLYMOVENT	72,000.00	
	Total Gross Cost	5,498,857.00	
351.927			

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City of Fort Atkinson Fire Dept

PO BOX 620 N216 STATE ROAD 55  
KAUKAUNA WI 54130-0620  
Phone: (920)766-5795  
Fax: (920)766-5004  
sales@kellerbuilds.com

Est Date: 08/10/2018  
Est #: 18374 BW  
Estimator: Bill Willmer / Project Manager :Devin Flanigan

ItemCode	Description	Quantity	UM	TotalCost	OtherTotal
<b>SOLAR SYSTEM</b>					
15701.900	SOLAR SYSTEM	1.00	LS	93,000.00	
	<b>* Total SOLAR SYSTEM</b>			<b>93,000.00</b>	
	<b>Total Gross Cost</b>			<b>93,000.00</b>	
5.952					

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**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** January 11, 2019

**TO: City Council**

**FROM: Tim Hayden –Water Utility Manager**

**SUBJECT: SCADA INSTALLATION CONTRACT**

**Background:**

As previously presented to the council, the current SCADA system used by the Water Department to control all aspects of the water utility is outdated and is in need of replacement. This system is approximately 15 years old and many of the components such as the Programmable Logic Controls are beginning to fail and have been discontinued by the manufacturer. The SCADA system is the water department's most vital tool, therefore, we need to move forward with replacing it with a system that will serve the Utility for another 15 years. Due to the importance and complexity of this system we hired MSA as our consultant to design, bid, and help oversee the installation of our new SCADA system. With their help we have prepared plans and sent out bids to integrators who will perform the installation. Two companies responded and submitted bids. We met with these companies several times during this process and interviewed them about their proposals. This project also includes some tasks that need to be done by an electrician. We met with two local electricians and took them around to all the locations to ensure they understood the scope of the project. Only one of them submitted a bid.

**Financial Analysis:**

In the 2018 Water Utility's CIP \$197,000 was budgeted for this project. The total cost of this project, with design, installation, and electrical will be \$291,763.00. The Water Utility intends to fund the additional cost of this project by removing the elevated tank mixer from the 2019 CIP at a cost of \$80,000. In addition, our 2018 budget for large meter sets was not fully expended, leaving a \$12,000 surplus. Using these two funding sources, we are only \$2,763 short of the funds needed. This money will come from cash reserves on hand.

**Recommendation:**

After reviewing the bids and interviewing the two companies, the Water Utility recommends awarding the contract to Altronex Control Systems for the installation of our new SCADA system in the amount of \$233,400.00.

Only one electrician submitted a bid for the project. Therefore the Water Utility recommends awarding the contract to Jefferson Current Electric, Inc. in the amount of \$23,113.00.

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PROJECT APPROACH / UNDERSTANDING			TEAM		Location		PROJECT EXAMPLES		SCOPE		FEE		SCHEDULE		Candidate Summary	
Altronex	PROS: Understand our systems needs. User friendly approach to how their SCADA system operates.	PROS: Very knowledgeable, have worked on our system in the past.	They are located in Madison. Response time approximately 45 minutes or less.		PROS: Baraboo Water & Wastewater, Beaver Dam Water & Wastewater, JunEAU Water & Wastewater		PROS: Well thought out and easy to understand.		Base Fee: \$233,400.00		Final Completion in 110 days from the date the contract is awarded.		Altronex is a local company with an excellent reputation. The system they designed is user friendly. I am completely familiar with how it works so I will be able to immediately be able to take advantage of its features without any learning curve. Being located in Madison will allow for quick response times during emergency. This will save the utility money in the future as repairs are needed to maintain the system.			
	CONS: None	CONS:			CONS: None											
Automatic Systems	PROS: Clear understanding of the scope of the project.	PROS: Team is experienced	They are located in Chicago, IL and Lansing, MI		PROS: Danvers, IL water, Apple Valley, MN water, Maple Grove, MN water		PROS: Well done. Covers all aspects of the project.		Base Fee: \$246,047.00		Final completion by 5-10-13.		Automatic Systems is clearly an experienced company. Their system is well put together, however, it doesn't appear to be intuitive to use. Also, their location would result in added response time during emergencies resulting in higher costs over time.			
	CONS: None	CONS: Technicians may be located as far away as St. Paul, MN	CONS: Response time would be longer and travel expenses would be higher. This would result in higher repair costs in the future.		CONS: None											



## POLICE DEPARTMENT

Adrian J. Bump  
CHIEF OF POLICE

12-07-18

To: Fort Atkinson Ordinance Committee  
City Manager Trebatoski

From: Adrian Bump, Chief of Police

**Re: Draft Ordinance for Vape Pipe/E Cigarette Paraphernalia Possession by Minor**

By request of City Councilman Jude Hartwick, I have performed research and worked with City Attorney Westrick in the development of a draft ordinance related to the possession of vape devices by minors. This ordinance would be in addition to possession of nicotine to include nicotine vape used in these vape devices.

Through our research we found that more and more jurisdictions are taking on this research and development of ordinances. Each jurisdiction has approached the enforcement in different ways. However, after information sharing that has occurred among the Wisconsin Chiefs of Police Association membership we have found that a few agencies have developed and passed or are in the process of passing a similar ordinance. Additionally as part of the drafting and research of this ordinance, the Fort Atkinson School District also provided input and support for the ordinance.

Our draft ordinance is focused on preventing juveniles from possessing and purchasing vape and vape devices in our community. The ordinance is a city wide approach that will also hold vendors who sell these devices to minors and/or adults who assist minors in obtaining these devices accountable for their actions.

After further research and the development of this ordinance, I support and encourage the passing of this drafted ordinance as written by the City of Fort Atkinson.

Respectfully,

Adrian Bump  
Chief of Police

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

The City Council of the City of Fort Atkinson does hereby ordain as follows:

That Chapter 58, OFFENSES AND MISCELLANEOUS PROVISIONS, Article V, Minors, Sec. 58-148, Sale and Possession of Electronic Cigarettes by Minors be created as follows:

**Sec. 58-148. Sale and Possession of Electronic Cigarettes by Minors**

**(a) DEFINITIONS**

- (1) "Electronic smoking device" means an electronic device that can be used to deliver an inhaled dose of nicotine or any other substance intended for human consumption that may be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. It includes any such device whether manufactured, distributed, marketed, or sold as an electronic cigarette, commonly known as e-cigarettes; an electronic cigar; an electronic cigarillo; an electronic pipe; an electronic hookah; vape pen; or any other product name or descriptor.
- (2) "Electronic smoking device paraphernalia" means a cartridge, cartomizer, e-liquid, smoke juice, tip, atomizer, electronic smoking device battery, electronic smoking device charger, and any other item specifically designed for the preparation, charging, or use of electronic smoking devices. It does not include any cigarette, as defined in s. 139.30(1m) Wis. Stats., nicotine product, as defined in s. 134.66(1)(f), Wis. Stats., or tobacco products, as defined in s. 139.75(12), Wis. Stats.
- (3) "Person" means any individual, partnership, firm, organization, association, corporation, trustee, or other legal entity of any kind.
- (4) "Vending machine" means any mechanical device that automatically dispenses electronic smoking devices or electronic smoking device paraphernalia when money or tokens are deposited in the device in payment for electronic smoking devices or electronic smoking device paraphernalia.

**(b) PROHIBITION.**

- (1) No person may sell or give any person under the age of 18 any electronic smoking device or electronic smoking device paraphernalia at any time.
- (2) No person under 18 years of age may purchase or possess an electronic smoking device or electronic smoking device paraphernalia.
- (3) No person may purchase electronic smoking devices or electronic smoking device paraphernalia on behalf of, or to provide to, any person who is under 18 years of age.
- (4) No person may provide for nominal or no consideration an electronic smoking device or electronic smoking device paraphernalia to any person except in a place where no person younger than 18 years of age is present

or permitted to enter unless the person who is younger than 18 years of age is accompanied by his or her parent or guardian or by his or her spouse who has attained the age of 18 years.

(c) REGULATIONS.

- (1) The owner or operator of an establishment that sells electronic smoking devices or electronic smoking device paraphernalia shall post a sign in the immediate area where those products are sold stating that the sale of any electronic smoking devices or electronic smoking device paraphernalia to a person under the age of 18 is unlawful under this section.
- (2) A person or vending machine operator may not sell electronic smoking devices or electronic smoking device paraphernalia from a vending machine, except in an establishment where individuals under the age of 18 are not present or permitted at any time, as provided in s. 21 CFR Part 1140. 16 (c)(2)(ii).

(d) DEFENSE OF SELLER.

Proof of all the following facts by a person who sells electronic smoking devices or electronic smoking device paraphernalia to a person under the age of 18 is a defense to any prosecution for a violation of sub. 2-a:

- (1) "That the purchaser falsely represented that he or she had attained the age of 18 and presented an identification card, and
- (2) That the appearance of the purchaser was such that an ordinary and prudent person would believe that the purchaser had attained the age of 18, and
- (3) That the sale was made in good faith, in reasonable reliance on the identification card and appearance of the purchaser and in the belief that the purchaser had attained the age of 18,

(e) PENALTIES.

- (1) Any person convicted of violating this section, shall be subject to the following forfeitures:
  - a. Not less than \$100 nor more than \$400 if the person has not committed a previous violation within 12 months of the violation.
  - b. Not less than \$200 nor more than \$500 if the person has committed a previous violation within 12 months of the violation.

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

This ordinance shall take effect and be in force from and after the date of its passage and publication.

Adopted: \_\_\_\_\_, 2019.

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Pres. of the City Council

ATTEST:

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Michelle Ebbert, City Clerk

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9-d

**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** January 3, 2019

**TO:** Traffic and Transit Review Committee

**FROM:** Andy Selle, PE

**SUBJECT:** 2019 Shared Ride Taxi Review

**Background:** 2019 was a procurement year for the Shared Ride Taxi Service in Fort Atkinson. Brown Cab was awarded the contract for 2019.

The contract total is paid from a combination of Federal and State subsidy (projected at 56% of the contract value in 2019) and the City General fund (44%). Historically the City portion of the contract has been offset by fares collected from passengers, resulting in no cost to the City. Success is not guaranteed, noted most recently in 2015. This management goal remains intact for the 2019 program. Table 1 below provides metrics for the last several years of the contract.

**Table 1: Shared Ride Taxi metrics**

	2019	2018	2017	2016	2015	2014	2013
<b>Elderly Adult</b>	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
<b>Base Adult</b>	\$ 3.25	\$ 3.25	\$ 3.25	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
<b>Student</b>	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
<b>After 10 PM</b>	\$ 5.00	\$ 5.00	\$ 5.00	N/A	N/A	N/A	N/A
<b>Agency Fare</b>	\$ 6.25	\$ 6.25	\$ 6.25	\$ 4.60	\$ 4.60	\$ 4.60	\$ 4.60
<b>Extra Mileage</b>	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50
<b>Public Trips</b>	36000	35,244	34,600	33,692	38,131	43,783	43,471
<b>Agency Trips</b>	12000	12,000	11,476	11,311	12,632	13,344	9,327
<b>Total Trips</b>	48000	47,244	46,249	45,003	50,763	57,127	52,798
<b>Hourly Rate</b>	\$ 30.49	\$ 26.76	\$ 26.27	\$ 25.98	\$ 25.93	\$ 25.93	\$ 26.19
<b>Contract Hours</b>	15900	14835	14835	14835	14800	14803	14802
<b>Total Contract</b>	\$ 484,791	\$ 396,985	\$ 389,715	\$ 385,413	\$ 383,764	\$ 383,842	\$ 387,664
<b>Collected Fares</b>	\$ 190,000	\$ 178,000	\$ 187,945	\$ 155,785	\$ 165,610	\$ 164,070	\$ 146,930
<b>Federal Subsidy</b>	\$ 264,211	\$ 224,415	\$ 219,410	\$ 220,803	\$ 224,847	\$ 224,893	\$ 214,402
<b>Total</b>	\$ 454,211	\$ 402,415	\$ 407,355	\$ 376,588	\$ 390,458	\$ 388,963	\$ 361,332
<b>City Outlay</b>	\$ 30,580	\$ (5,431)	\$ (17,639)	\$ 8,825	\$ (6,694)	\$ (5,121)	\$ 26,333
	= estimated						

1 of 4

## Discussion:

The new contract with Brown Cab features several improvements over previous years, noted below:

- Required an annual marketing plan across several media types to ensure ridership will increase
- Added an additional 1,065 hours (7% increase) to ensure service meets demand
- Required additional service on New Years Eve and during special events such as Rhythm on the River.

The cost of the 2019 contract will be \$87,806 more than the 2018 contract, due to an increase in contract hours and an increase in the hourly rate of \$3.73/hr.

Approximately 54% (\$47,415) of the additional cost will be covered by the federal subsidy, leaving \$40,390 to be covered by the City. This balance is what the City expects to be covered by the fares charged to riders.

Looking at historic data, ridership has been increasing slowly over the last several years, creating more revenue from fares. However, the increase in the contract value for 2019 is not likely to be offset by the trend in increased ridership alone. To ensure the potential cost to the City is minimized, an increase in the agency fare is proposed.

Table 2: Fare structure of nearby cities

SRT System Rates-2018 App	Base	Youth/ Students	Senior/ Disabled	Agency
City of Baraboo	\$4.00	\$3.00	\$3.00	\$4.50
City of Beaver Dam	\$3.00	\$2.50	\$1.50	\$7.00
City of Edgerton	\$3.50	\$2.50	\$2.25	
City of Fort Atkinson	\$3.25	\$2.50	\$2.00	\$6.25
City of Jefferson	\$3.00	\$3.00	\$2.00	\$6.25
City of Lake Mills	\$3.00	\$2.00	\$1.75	
City of Monroe	\$3.00	\$2.50	\$2.25	\$5.00
City of Stoughton	\$4.50	\$4.50	\$3.25	
City of Sun Prairie	\$4.00	\$2.00	\$2.00	
City of Watertown	\$3.75	\$2.75	\$2.50	\$9.00
City of Waupaca	\$3.75	\$2.50	\$2.50	\$6.50
City of Waupun	\$3.50	\$2.50	\$2.50	\$7.00
City of Whitewater	\$3.25	\$2.50	\$2.25	\$6.50
City of Wisconsin Rapids	\$3.50	\$2.75	\$2.00	\$4.00
County of Ozaukee	\$3.00	\$2.75	\$2.50	\$10.00
AVERAGE	\$3.47	\$2.68	\$2.28	\$6.55
MEDIAN	\$3.50	\$2.50	\$2.25	\$6.50



The agency fare is the amount charged for ride vouchers to operators of adult care facilities within the City. These vouchers include additional management beyond the usual public fare and the State allows an increased charge for these rides to capture that effort. Agency fares and additional fares within the region are noted in Table 2. An increase in the agency fare of \$2.25 would reduce the projected \$30,000 shortfall that the City would have to pay under the current estimate of 2019 ridership.

**Table 3: Estimated impact of an increase to the agency fare in 2019**

	INCREASE AGENCY FARE	NO FARE CHANGE
Agency Fare	\$ 8.50	\$ 6.25
Agency Trips	11400	11400
Collected Fares	\$ 215,650	\$ 190,000
Federal Subsidy	\$ 264,211	\$ 264,211
Contract Total	\$ 479,861	\$ 454,211
City Outlay	\$ 4,930	\$ 30,580

**Recommendation:**

I would recommend the committee enact an increase of \$2.25 to the Agency Fare.

**TRANSPORTATION & TRAFFIC REVIEW COMMITTEE MINUTES  
CITY OF FORT ATKINSON  
CONFERENCE ROOM, POLICE DEPARTMENT  
DECEMBER 13, 2018 - 2:00 p.m.**

6. Transit Items:

- b. Review and discuss 2019 and 2020 Shared Ride Taxi Program, including possible fare increase.

Selle indicated in the request for proposals, it was required that there be a marketing plan put in place, the annual hours of service were increased to 15,900, additional hours were added for New Years' Eve and special events such as Rhythm on the River.

Selle said annually it is hoped that the fares collected will cover the City's share of the Shared Ride Taxi Program. The proposed contract price for 2019 is quite a bit higher than 2018, but he said it is hoped that if the agency fare were increased, it would help offset the City's share of the shared ride taxi program cost. The agency fare is a fare collected from managed care organizations such as Care Wisconsin. Selle indicated he had talked to a representative of Care Wisconsin regarding the possibility of increasing the agency fare, and they indicated they did not see a problem with the proposed increase.

One item included in the request for proposals was the rebranding of the taxis to Fort Transport instead of Brown Cab. It was recommended by the Taxi Source Selection Committee that that proposal be rescinded and keep it as Brown Cab Service.

Another matter that was looked into for a possible savings for the taxi program was the cab company purchasing their gasoline from the Department of Public Works. After some calculations, it was determined the savings by doing that would not be worth it. The main objective of the program is to get the ridership up to offset the City's share.

Motion by Bump, seconded by Johnson, to increase the agency fare from \$6.25 to \$8.50. Motion carried.

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10-a



## POLICE DEPARTMENT

Adrian J. Bump  
CHIEF OF POLICE

01-09-19

To: Fort Atkinson City Council  
City Manager Trebatoski

From: Adrian Bump, Chief of Police

Re: Purchase Request of Mobile Data Computer Systems for Squads (2019 Outlay Purchase)

The police department is set to purchase new Mobile Data Computers (MDCs) for squad cars. The MDC allows officers to maintain connectivity to Dispatch, CAD, RMS, TIME System and the TRACS Citation System while on patrol. The current computers in the squads are past end of life use. The replacement of the MDCs were planned and budgeted under the 2019 Capital Outlay Account for the Police Department in the amount of \$16,980. An additional \$3,500 is budgeted for computer upgrades within the building. Our agency tested and reviewed 4 different options. Fujitsu, Patrol PC, Getac and Panasonic. Based on our field testing and review we requested quotes for Getac and Panasonic. The quotes provided include the same required specs, however differences are present in the brands of equipment quoted.

Getac: A140 LTE QTY: 6 Unit Price: \$2,575.00 Total: \$15,450

Panasonic: CF-31 Toughbook QTY: 6 Unit Price: \$3,500.00 Total: \$21,000.00

In addition to the purchase of the MDC units, I have also budgeted \$3,500.00 within the Outlay Account for the purchase of computer replacement and upgrades. As part of this purchase I will be purchasing Microsoft Office and also docking stations for these MDCs that will be mounted in the building as well as the squad cars. Total purchase prices for MDCs, Docking Stations and Software is \$19,380.00. (MDCs: \$15,450, Docking Stations: \$2,400, Software: \$1,530.00) Software will come from the \$3,500.00. Docking Station and software costs are the same for both models quoted.

I would like to move forward and obtain final approval from the City Council to execute the order through CDW-G for the purchase of the Getac system and supporting software and docking stations. This purchase of Getac MDCs will allow us to replace aging systems currently utilized by the agency. It will also allow the department to move to a single platform of computers that will function on the road and in the building. Purchases will not exceed the quoted amounts of \$19,380.00.

Respectfully,

Adrian Bump

101 South Water Street W Fort Atkinson, WI 53538 P: 920.563.7777 F: 920.563.3311

<http://www.fortatkinsonwi.net/departments/police.htm>

1 of 1



11-a

**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** January 9, 2019

**TO:** City Council  
**FROM:** Michelle Ebbert, City Clerk/Treasurer  
**SUBJECT:** Denial of Operator Licenses

**Background:**

Alcohol Beverage and Operator License Guidelines for Approval/Denial

- One alcohol or drug-related conviction in five (5) years would be up to the discretion of the Chief of Police with recommendation deny/grant to the Council. Staff may contact the applicant and request a meeting to discuss their violation. Staff may also require the applicant to retake the Responsible Beverage Server course.
- Two or more alcohol or drug related convictions in five (5) years would be recommended to the Council for denial of operator license.
- Two or more Class A misdemeanor or felony convictions that substantially relate to the selling or serving of alcohol beverages in five (5) years would be recommended to the Council for denial of operator license.
- Non-disclosure of any criminal, ordinance or traffic convictions could be recommended to the Council for denial of operator license.

**Discussion:**

Douglas Deback has applied for an Operator License. Based on the background check conducted by Chief Bump and Fort Atkinson Police Department, Mr. Deback does not meet the requirements to hold an operator license in the City of Fort Atkinson.

**Financial Analysis:**

None.

**Staff Recommendation:**

To recommend the denial of operator license for Douglas Deback as the applicant does not meet the requirements that allow them to be eligible for an operator license based on the conducted background check by Chief Bump.

1 of 1



11-b

**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** January 10, 2018

**TO:** City Council  
**FROM:** Michelle Ebbert City Clerk/Treasurer  
**SUBJECT:** Granting Operator Licenses

**Background:**

The following are applicants for operator licenses. The applications have been reviewed and approved for accuracy by the Police Department. The following licenses are recommended for approval by the City Council.

**Discussion:**

REGULAR FOR THE TERM OF 2018-2020:

- |    |                   |                       |
|----|-------------------|-----------------------|
| 1. | Michelle R Cyr    | Stop-n-Go Madison Ave |
| 2. | Amy N Elliott     | Fat Boyz              |
| 3. | Jamie S Jones     | Mobil Janesville Ave  |
| 4. | Brittany L Kessel | Belmont               |
| 5. | Adam D Larson     | Country Inn & Suites  |
| 6. | Anthony L Roblero | Brock's Riverwalk     |

**Financial Analysis:**

None.

**Staff Recommendation:**

To recommend the approval of operator licenses for the above noted applicants upon completion of successful background checks.

1 of 1



11-C

**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** January 4, 2019

**TO:** City Council  
**FROM:** Michelle Ebbert, City Clerk/Treasurer  
**SUBJECT:** Application for a Temporary Class B Retailer's License

**Background:**

Temporary Class "B" (picnic) beer and/or wine licenses may sell fermented malt beverages to consumers at a picnic or similar gathering of limited duration. Such license may be issued only to bona fide clubs, chambers of commerce, county or local fair associations, agricultural societies, churches, lodges, societies, veteran's organizations that have been in existence for at least six months.

There is no limit to the number of Temporary Class "B" beer licenses that may be issued to an eligible organization in a calendar year.

There is a limit of two Temporary "Class B" wine licenses that may be issued to an eligible organization in a 12-month period.

Eligible organizations may also hold up to two 'wine walk' licenses in a 12-month period.

Temporary license holders must have licensed operators (bartenders) and they must purchase their products from a Distributor/Wholesaler.

The application was completed and submitted timely by an organization as required by Department of Revenue form AT-315 and City of Fort Atkinson Code of Ordinance Section 6-61(b).

**Organization:** Church

**Name:** St. Joseph Catholic Parish School

**Street Location:** 1660 Endl Blvd

**Manager of affair:** Chrissy Allard

**Premises:** 1660 Endl Bvd, St. Joseph School, hall, parish, cafeteria

**Name of Event:** St. Joseph School Heart Gala

**Date of Event:** January 26, 2019

**Named Organization Applies for:** Class "B" sale of fermented malt beverages and "Class B" sale of wine

**Financial Analysis:**

The license fee is \$10.00. Publication is not required for these licenses.

**Staff Recommendation:**

I would recommend approval of the Temporary Class B Retailer's License to sell fermented malt beverage and wine for the St. Joseph School Heart Gala, St. Joseph Catholic Parish for use at 1660 Endl Blvd for an event scheduled for January 26, 2019 contingent upon having licensed operators and purchasing products from a beverage distributor.

1 of 2

# APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 1-2-2019

☐ Town ☐ Village ☒ City of Fort Atkinson

County of Jefferson

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 1/20/19 and ending 1/20/19 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) ☐ Bona fide Club ☒ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association

(a) Name St. Joseph Catholic Parish / School

(b) Address 1660 Endl Blvd. Fort Atkinson, WI 53538  
(Street)

(c) Date organized 1884

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Colleen Larsen

Vice President Christine Neveerman

Secretary Chrissy Allard

Treasurer Nora Tiongeo

(g) Name and address of manager or person in charge of affair: Chrissy Allard  
1410 Green Street, Fort Atkinson, WI 53538

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 1660 Endl Blvd. Fort Atkinson, WI 53538 & 1650 Endl Blvd. Fort

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? Yes, the Parish Hall, cafeteria, parking lot

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

3. NAME OF EVENT

(a) List name of the event St. Joseph School Heart Gala (Home and School Association)

(b) Dates of event \_\_\_\_\_

## DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Chrissy Allard 1/3/2019  
(Signature/date)

Officer Colleen Larsen 1/2/19  
(Signature/date)

Date Filed with Clerk 1-3-2019

Date Granted by Council \_\_\_\_\_

St. Joseph's  
(Name of Organization)

Officer Christine Neveerman 1-2-19  
(Signature/date)

Officer Kari Hunk 1/3/19  
(Signature/date)

Date Reported to Council or Board 1/3/19 1-15-19

License No. Beer and Wine



11-d

**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** January 9, 2019

**TO:** City Council  
**FROM:** Michelle Ebbert, City Clerk/Treasurer  
**SUBJECT:** Application for a Temporary Class B Retailer's License

**Background:**

Temporary Class "B" (picnic) beer and/or wine licenses may sell fermented malt beverages to consumers at a picnic or similar gathering of limited duration. Such license may be issued only to bona fide clubs, chambers of commerce, county or local fair associations, agricultural societies, churches, lodges, societies, veteran's organizations that have been in existence for at least six months.

There is no limit to the number of Temporary Class "B" beer licenses that may be issued to an eligible organization in a calendar year.

There is a limit of two Temporary "Class B" wine licenses that may be issued to an eligible organization in a 12-month period.

Eligible organizations may also hold up to two 'wine walk' licenses in a 12-month period.

Temporary license holders must have licensed operators (bartenders) and they must purchase their products from a Distributor/Wholesaler.

The application was completed and submitted timely by an organization as required by Department of Revenue form AT-315 and City of Fort Atkinson Code of Ordinance Section 6-61(b).

**Organization:** Bona fide Club

**Name:** Fort Atkinson Lions Club

**Street Location:** PO Box 352

**Manager of affair:** John Anderson

**Premises:** Municipal Gymnasium, 30 N Water Street

**Name of Event:** Fort Atkinson Lions Smelt Fry

**Date of Event:** April 12, 2019

**Named Organization Applies for:** Class "B" sale of fermented malt beverages.

**Financial Analysis:**

The license fee is \$10.00. Publication is not required for these licenses.

**Staff Recommendation:**

I would recommend approval of the Temporary Class B Retailer's License to sell fermented malt beverages by the Fort Atkinson Lions Club Smelt Fry for an event scheduled for April 12, 2019 contingent upon having licensed operators and purchasing products from a beverage distributor.

1 of 2



## Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: Jan 8, 19  
County of JEFFERSON

☐ Town ☐ Village ☒ City of FORT ATKINSON

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning Apr 12 and ending Apr 12 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

### 1. Organization (check appropriate box) →

- ☒ Bona fide Club ☐ Church ☐ Lodge/Society  
☐ Chamber of Commerce or similar Civic or Trade Organization  
☐ Veteran's Organization ☐ Fair Association

(a) Name FORT ATKINSON LIONS CLUB

(b) Address PO BOX 352 FORT ATKINSON

(Street)

☐ Town ☐ Village ☒ City

(c) Date organized 01/01/1930

(d) If corporation, give date of incorporation 01/01/1985

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President TRISH JONAS 1340 ERICK ST FORT ATKINSON

Vice President JOHN ANDERSON 1216 W SHERMAN AVE FORT ATKINSON

Secretary JANICE BROCKMAN 201 HERITAGE DR FORT ATKINSON

Treasurer STEVE SCHAFER N1672 PLEASANT RD FORT ATKINSON

(g) Name and address of manager or person in charge of affair: John Anderson

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 30 N WATER STREET FORT ATKINSON

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? MUNICIPAL GYMNASIUM

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

### 3. Name of Event

(a) List name of the event FORT ATKINSON LIONS SMELT FRY

(b) Dates of event April 12, 2019

### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Trish A. Jonas  
(Signature/date)

Officer \_\_\_\_\_  
(Signature/date)

Date Filed with Clerk 1-8-19

Date Granted by Council \_\_\_\_\_

FORT ATKINSON LIONS CLUB  
(Name of Organization)

Officer John Anderson  
(Signature/date)

Officer \_\_\_\_\_  
(Signature/date)

Date Reported to Council or Board \_\_\_\_\_

License No. \_\_\_\_\_



11-e

**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** January 9, 2019

**TO:** City Council  
**FROM:** Michelle Ebbert, City Clerk/Treasurer  
**SUBJECT:** Application for a Temporary Class B Retailer's License

**Background:**

Temporary Class "B" (picnic) beer and/or wine licenses may sell fermented malt beverages to consumers at a picnic or similar gathering of limited duration. Such license may be issued only to bona fide clubs, chambers of commerce, county or local fair associations, agricultural societies, churches, lodges, societies, veteran's organizations that have been in existence for at least six months.

There is no limit to the number of Temporary Class "B" beer licenses that may be issued to an eligible organization in a calendar year.

There is a limit of two Temporary "Class B" wine licenses that may be issued to an eligible organization in a 12-month period.

Eligible organizations may also hold up to two 'wine walk' licenses in a 12-month period.

Temporary license holders must have licensed operators (bartenders) and they must purchase their products from a Distributor/Wholesaler.

The application was completed and submitted timely by an organization as required by Department of Revenue form AT-315 and City of Fort Atkinson Code of Ordinance Section 6-61(b).

**Organization:** Bona fide Club  
**Name:** Fort Atkinson Lions Club  
**Street Location:** PO Box 352  
**Manager of affair:** Russ Turk  
**Premises:** Jones Park, 815 Janesville Avenue  
**Name of Event:** Fort Atkinson Lions Corn & Chicken Dinner  
**Date of Event:** August 18, 2019  
**Named Organization Applies for:** Class "B" sale of fermented malt beverages.

**Financial Analysis:**

The license fee is \$10.00. Publication is not required for these licenses.

**Staff Recommendation:**

I would recommend approval of the Temporary Class B Retailer's License to sell fermented malt beverages by the Fort Atkinson Lions Club Corn & Chicken Dinner for an event scheduled for August 18, 2019 contingent upon having licensed operators and purchasing products from a beverage distributor.

1 of 2

## Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date:

Jan 8, 19

☐ Town ☐ Village ☒ City of FORT ATKINSON

County of JEFFERSON

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning Aug 18 and ending Aug 18 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

### 1. Organization (check appropriate box) →

- ☒ Bona fide Club ☐ Church ☐ Lodge/Society  
☐ Chamber of Commerce or similar Civic or Trade Organization  
☐ Veteran's Organization ☐ Fair Association

(a) Name FORT ATKINSON LIONS CLUB

(b) Address PO BOX 352 FORT ATKINSON  
(Street)

☐ Town ☐ Village ☒ City

(c) Date organized 01/01/1930

(d) If corporation, give date of incorporation 01/01/1985

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President JOHN ANDERSON 1216 W SHERMAN AVE FORT ATKINSON

Vice President RUSS TURK 1231 ORCHARD LANE FORT ATKINSON

Secretary JANICE BROCKMAN 201 HERITAGE DR FORT ATKINSON

Treasurer STEVE SCHAFER N1672 PLEASANT RD FORT ATKINSON

(g) Name and address of manager or person in charge of affair: Russ Turk

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 815 JANESVILLE AVE FORT ATKINSON

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? JONES PARK

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

### 3. Name of Event

(a) List name of the event FORT ATKINSON LIONS CORN & CHICKEN DINNER

(b) Dates of event Aug 18, 2019

### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Kish Jones  
(Signature/date)

Officer John Anderson  
(Signature/date)

Date Filed with Clerk 1-8-19

Date Granted by Council \_\_\_\_\_

FORT ATKINSON LIONS CLUB  
(Name of Organization)

Officer \_\_\_\_\_  
(Signature/date)

Officer \_\_\_\_\_  
(Signature/date)

Date Reported to Council or Board \_\_\_\_\_

License No. \_\_\_\_\_



11-f

**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** January 9, 2019

**TO:** City Council  
**FROM:** Michelle Ebbert, City Clerk/Treasurer  
**SUBJECT:** Reschedule First Council Meeting in April

**Background:**

City of Fort Atkinson Code of Ordinance Sec. 2-52 Meetings. (a) *Regular meetings.* The council shall meet annually on the Third Tuesday of April for the purpose of organization and regular meetings shall be held on the first and third Tuesdays of every month thereafter. If the date for such regular meeting falls upon a legal holiday or day of election, the council may meet the following Thursday.

**Discussion:**

The Council would regularly meet on the first Tuesday in April, April 2<sup>nd</sup>. This year, the Spring Election will be held on April 2<sup>nd</sup>. I am requesting the Council consider rescheduling the first meeting in April to the Thursday following the Election, Thursday April 4<sup>th</sup> at 7:00 pm.

Elections are a key responsibility of the City Clerk, as is taking the minutes at the City Council meeting. Rescheduling the meeting allows the City Clerk to focus entirely on the Election on the 2<sup>nd</sup> and provides the opportunity for Council and Staff to cast their vote on said date without meeting conflicts.

Additionally, two of the current Council Members will appear on the ballot.

**Financial Analysis:**

None.

**Staff Recommendation:**

I would recommend approval to reschedule the first Council meeting in April to April 4<sup>th</sup>, 2019 to accommodate staffing needs at the Spring Election.

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