



**AGENDA
CITY COUNCIL MEETING
MUNICIPAL BUILDING COUNCIL CHAMBERS
101 N. MAIN STREET, FORT ATKINSON, WISCONSIN
JULY 2, 2019 ~ 7:00 P.M.**

1. Call meeting to order.
2. Roll call.
3. Approval of minutes of June 18, 2019 regular Council meeting.
4. Public Hearings

None.
5. Public Comment
6. Petitions, Requests and Communications
 - a. Report by Baker Tilly on City's Financial Statements as of December 31, 2018 and communication to those charged with governance and management.

Action – Accept and file.
 - b. Presentation by Baird of historic and projected General Obligation debt levels.

Action – Accept and file.
7. Resolutions and Ordinances
 - a. Resolution Authorizing the Issuance of \$5,500,000 General Obligation Promissory Notes and the Issuance and Sale of \$5,500,000 Note Anticipation Notes in Anticipation Thereof.

Action – Reject—Approve and adopt Resolution.

8. Reports of Officers, Boards and Committees

- a. Minutes of Transportation and Traffic Review Committee meeting held June 13, 2019.

Action – Accept and file.

- b. Minutes of Sex Offender Residence Board meeting held June 18, 2019.

Action – Accept and file.

- c. Minutes of Historical Society Board meeting held May 16, 2019.

Action – Accept and file.

- d. Minutes of Plan Commission meeting held June 25, 2019.

Action – Accept and file.

9. Unfinished Business

- a. Recommendation from Transportation and Traffic Review Committee to designate five parking stalls in Lot 5, west of Post Office and east of South Main Street as two-hour parking from 9:00 a.m. to 5:00 p.m. weekdays, and Ordinance.

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

- b. Recommendation from Transportation and Traffic Review Committee to amend Ordinance restricting two-hour parking on McMillen Street from East Sherman Avenue to North Fourth Street on the east side only, and Ordinance.

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

- c. Recommendation from Transportation and Traffic Review Committee to change speed limit on Janesville Avenue from 35 m.p.h. to 25 m.p.h. from South Fourth Street to Rockwell Avenue.

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

9. Unfinished Business (Continued)

- d. Recommendation from Plan Commission to approve Certified Survey Map creating one new lot on North Shore Road (extra-territorial).

Action – Reject—Approve.

- e. Recommendation from Plan Commission to approve Certified Survey Map creating zero lot line dwellings and 304-306 East Highland Avenue.

Action – Reject—Approve.

- f. Recommendation from Plan Commission to approve Certified Survey Map creating a 35+/- acre lot on McIntyre Road (extra-territorial).

Action – Reject—Approve.

10. New Business

- a. Review and approve Developer's Agreement with Logan JS, LLC (Black Hawk Senior Residence) for a Community Development Investment Grant.

Action – Reject—Approve.

11. Miscellaneous

- a. Temporary Class "B" beer and/or wine license for the Americana on the Rock event at the Fort Atkinson Club on July 5, 2019.

Action – Reject—Approve.

- b. Temporary Class "B" beer and/or wine license for Rhythm on the River event on August 24, 2019.

Action – Reject—Approve.

11. Miscellaneous (Continued)

- c. Granting operator licenses.

Action – Reject—Approve.

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 ~ June 18, 2019

CALL MEETING TO ORDER.

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

ROLL CALL.

Present: Cm. Becker, Cm. Johnson, Cm. Scherer, Cm. Hartwick and Pres. Kotz. Also present: City Manager, City Attorney, City Clerk/Treasurer, City Engineer, City Assistant Engineer and Wastewater Supervisor.

APPROVAL OF MINUTES OF JUNE 4, 2019 REGULAR COUNCIL MEETING.

Cm. Hartwick moved, seconded by Cm. Scherer to approve the minutes of June 4, 2019 regular council meeting. Motion carried.

PUBLIC HEARINGS

None.

PUBLIC COMMENT

None.

PETITIONS, REQUESTS AND COMMUNICATIONS

a. *Presentation by Police Chief of agency challenge coin.*

Chief Bump presented a challenge coin to Jayden Weber for her support and fundraising for the Police Department K-9 Unit. Jayden raised \$2,230.84.

RESOLUTIONS AND ORDINANCES

a. *Ordinance amending definition for "structures" in the Zoning Code.*

Cm. Becker moved, seconded by Cm. Johnson to approve and adopt Ordinance amending definition for "structures" in the Zoning Code. Motion carried on a unanimous roll call vote.

b. *Resolution to finance purchase of aerial lift (bucket) truck for Department of Public Works, as budgeted.*

Manager Trebatoski reviewed the Council authorization to obtain interest rate quotes from local banks for short-term loan. Premier Bank presented the lowest interest rate at 1.875% for borrowing not to exceed \$200,000.

Cm. Hartwick moved, seconded by Cm. Johnson to approve and adopt Resolution to finance purchase of aerial lift (bucket) truck for Department of Public Works as budgeted, from Premier Bank at a rate of 1.875% not to exceed \$200,000. Motion carried on a unanimous roll call vote.

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

- a. *Building, Plumbing and Electrical Permit Reports for May, 2019.*
- b. *Minutes of Ordinance Committee meeting held June 4, 2019.*
- c. *Minutes of Finance Committee meeting held June 13, 2019.*

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

UNFINISHED BUSINESS

a. *Recommendation from Finance Committee to approve new Financial Stability Guide Book.*

Manager Trebatoski presented the recommendation and called attention to the purchasing category, general fund policy and the debt management policy.

Cm. Hartwick suggested the purchase approval limit by Council be adjusted to \$7,500 instead of \$10,000.

Cm. Hartwick moved, seconded by Cm. Scherer to approve the recommendation from Finance Committee to approve new Financial Stability Guide Book changing the purchases requiring Council approval from \$10,000 to \$7,500. Motion carried.

NEW BUSINESS

a. *Review and approve Compliance Maintenance Annual Report (CMAR) and adopt Resolution authorizing the filing of the Report.*

Wastewater Supervisor Paul Christensen reviewed the annual report and utility grades. The utility was graded at 3.81 out of 4.0. Recent heavy rainfalls effect the influent flow and loadings.

Cm. Hartwick moved, seconded by Cm. Johnson to approve Compliance Maintenance Annual Report and adopt Resolution authorizing the filing of the report. Motion carried on a unanimous roll call vote.

b. *Review and approve quote for replacement of aeration grid #3 for Wastewater Utility, as budgeted.*

Wastewater Supervisor Paul Christensen discussed the CIP budget that includes \$50,000 for the replacement of the aeration grid for the aerobic digester #3. Two companies well known to the utility and can furnish and install this type of equipment were contacted. Rubicon Environmental Services was the only proposal provided at \$43,200.

Cm. Becker moved, seconded by Cm. Scherer to approve quote for replacement of aeration grid #3 for Wastewater Utility as budgeted from Rubicon Environmental Services not to exceed \$43,200. Motion carried on a unanimous roll call vote.

c. *Review and approve quote for replacement of aerobic digester valve for Wastewater Utility, as budgeted.*

Wastewater Supervisor Paul Christensen presented the CIP budget that contains \$35,000 for the replacement of the existing process piping valves for digester #3 and the cleaning of the tank. The utility will be replacing the new valves inside of the digester tank where they will be accessible for repair or replacement in the future. Two proposals were received for the valve replacement: JF Ahern at \$12,950 and Staab Construction at \$15,600. Only one proposal was received for tank cleaning: VS Water Blasting not to exceed \$13,000.

Cm. Hartwick moved, seconded by Cm. Becker to approve the quote for replacement of aerobic digester for Wastewater Utility as budgeted: valve replacement from JF Ahern not to exceed \$12,950, and tank cleaning: VS Water Blasting not to exceed \$13,000. Motion carried on a unanimous roll call vote.

d. Review and approve quote for purchase of SUV for Fire Department.

Manager Trebatoski provided two local vendors that were requested to provide proposals for a used SUV. Griffin Ford provided a quote for 2014 Ford Edge at \$16,860 plus a \$299 document fee for a total of \$17,159. Ten Pin Motors provided a quote for a 2016 Kia Sorrento. Unfortunately the Sorrento is not on the list of acceptable models and does not meet the cargo space requirements to accommodate the equipment.

Cm. Becker moved, seconded by Cm. Hartwick to approve the quote for purchase of 2014 Ford Edge from Griffin Ford at a purchase price of \$17,159 which includes the additional items and the document fee. Motion carried on a unanimous roll call vote.

MISCELLANEOUS

a. Granting operator licenses.

Cm. Becker moved, seconded by Cm. Johnson to approve the granting of operator licenses as presented. Motion carried.

b. City, Sewer, Water and Stormwater Utility Financial Statements as of May 31, 2019.

Cm. Hartwick moved, seconded by Cm. Johnson to approve the City, Sewer, Water and Stormwater Utility Financial Statements as of May 31, 2019. Motion carried.

CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS

a. Verified claims.

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

ADJOURNMENT

Cm. Johnson moved, seconded by Cm. Becker to adjourn. Meeting adjourned at 7:38 pm.

Respectfully submitted,

Michelle Ebbert
City Clerk/Treasurer

BAIRD

City of Fort Atkinson
City Council Meeting

July 2, 2019

Justin A. Fischer, Senior Vice President

jfischer@rwbaired.com

777 East Wisconsin Avenue

Milwaukee, WI 53202

Phone 414.765.3827

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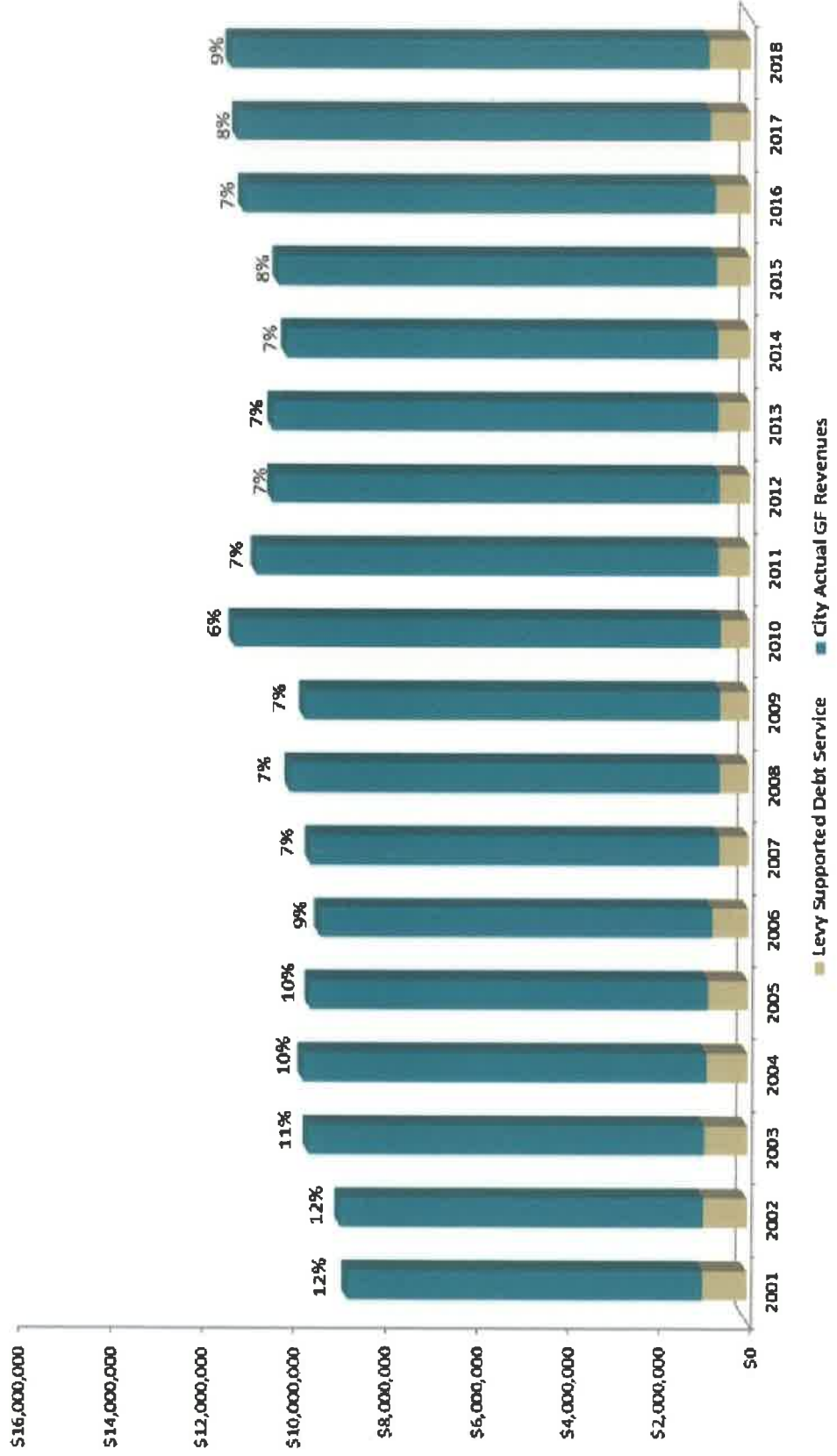
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City of Fort Atkinson

City Council Meeting

July 2, 2019

Historical Levy Supported Debt Service vs. Actual General Fund Revenues



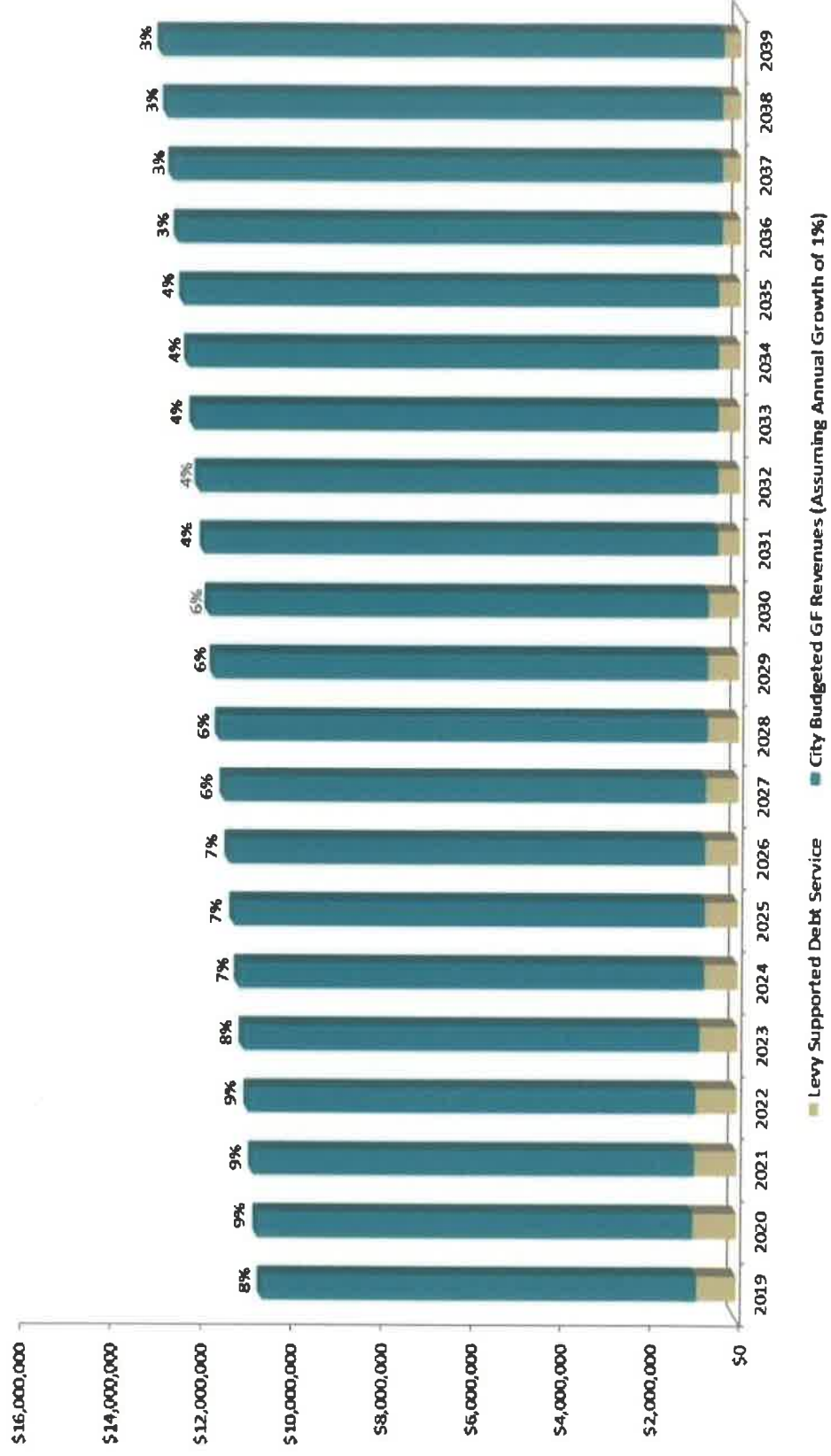
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City of Fort Atkinson

City Council Meeting

July 2, 2019

Projected Levy Supported Debt Service vs. Budgeted General Fund Revenues (After 2019 Bonding)



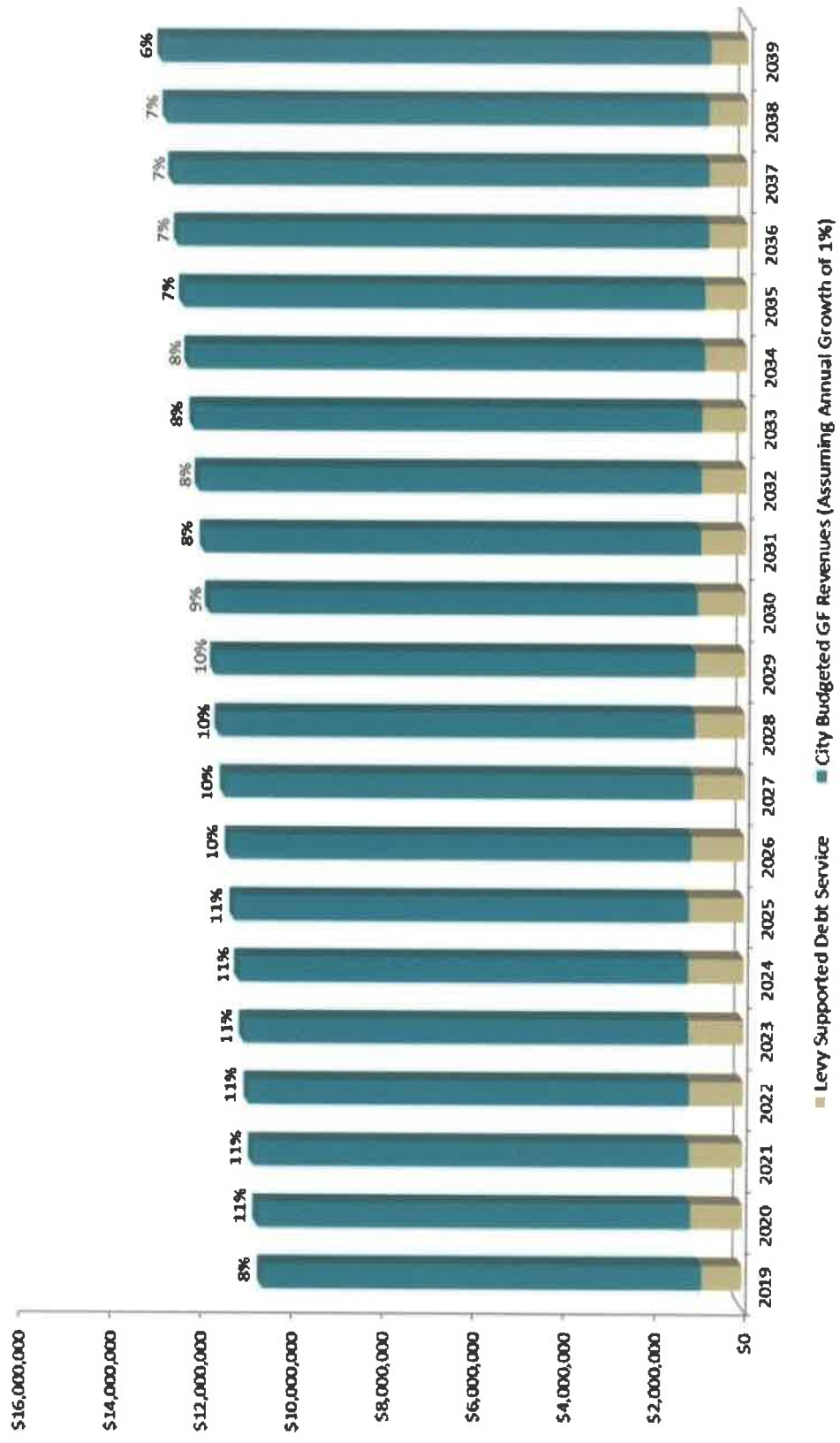
3 of 10

City of Fort Atkinson

City Council Meeting

July 2, 2019

Projected Levy Supported Debt Service vs. Budgeted General Fund Revenues (After All Future Capital Projects)



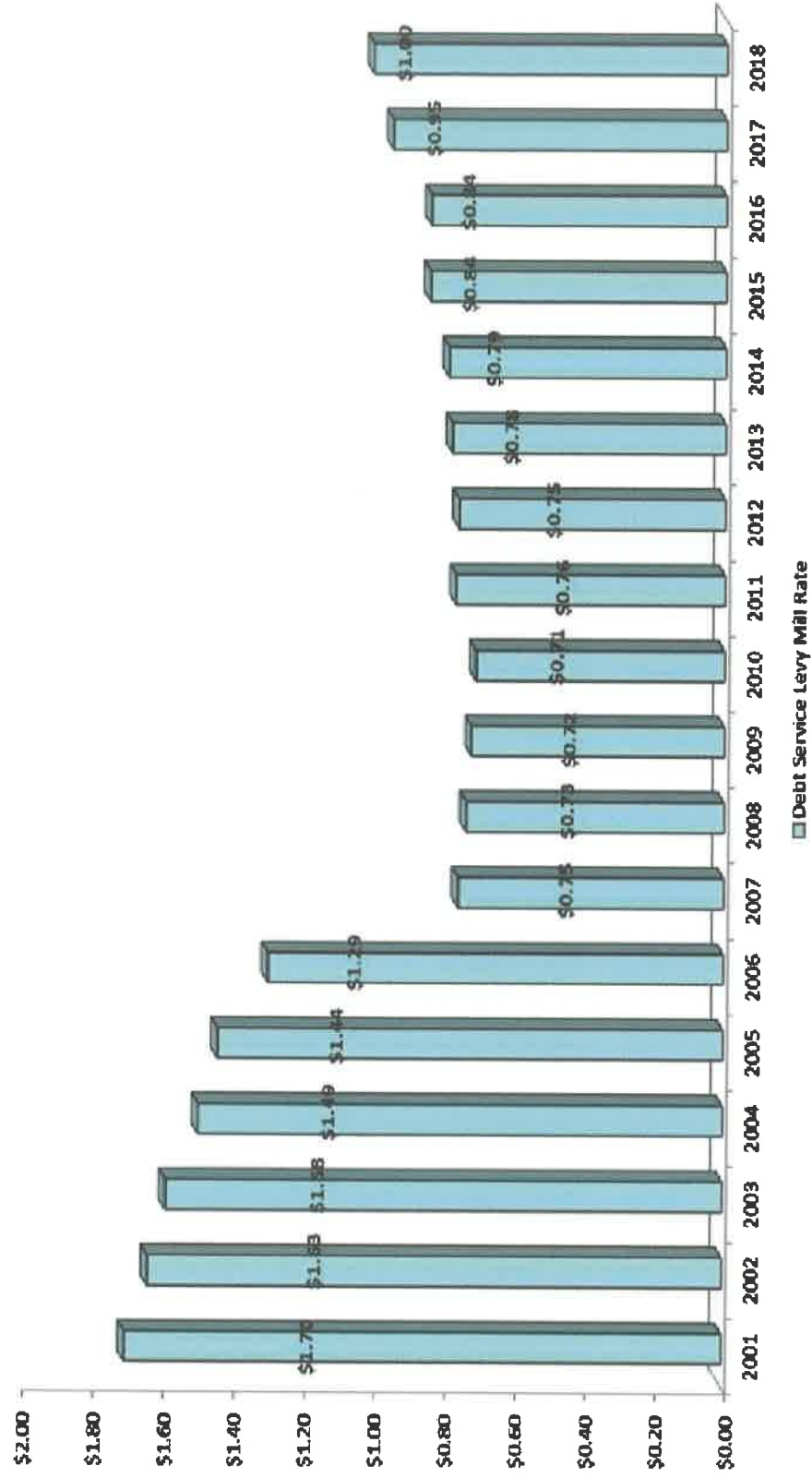
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City of Fort Atkinson

City Council Meeting

July 2, 2019

Historical Levy Supported Debt Service Mill Rate



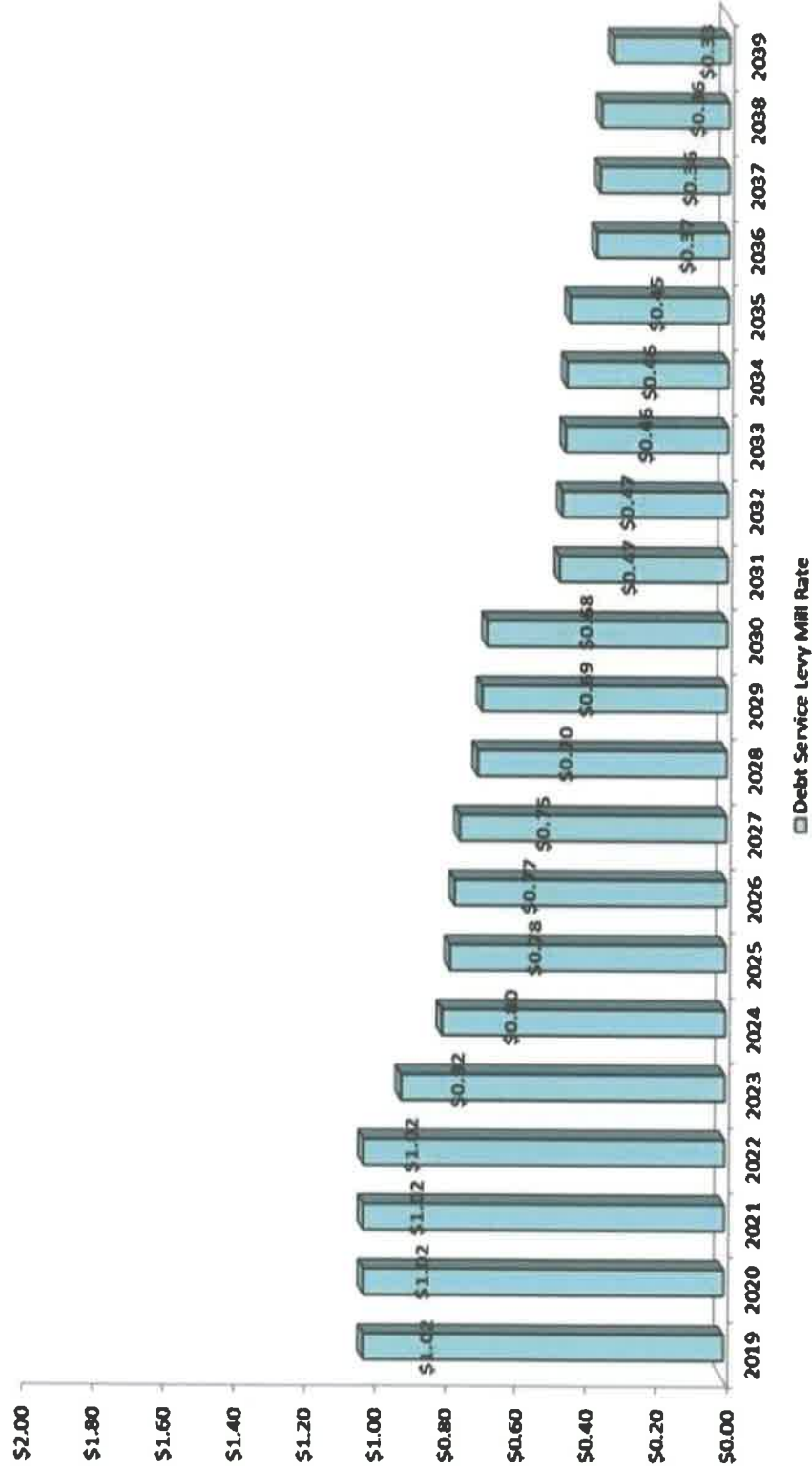
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City of Fort Atkinson

City Council Meeting

July 2, 2019

Projected Levy Supported Debt Service Mill Rate (After 2019 Bonding)



Note: Future mill rate based on 2018 Assessed Valuation of \$878,581,703 with annual growth of 1.50%

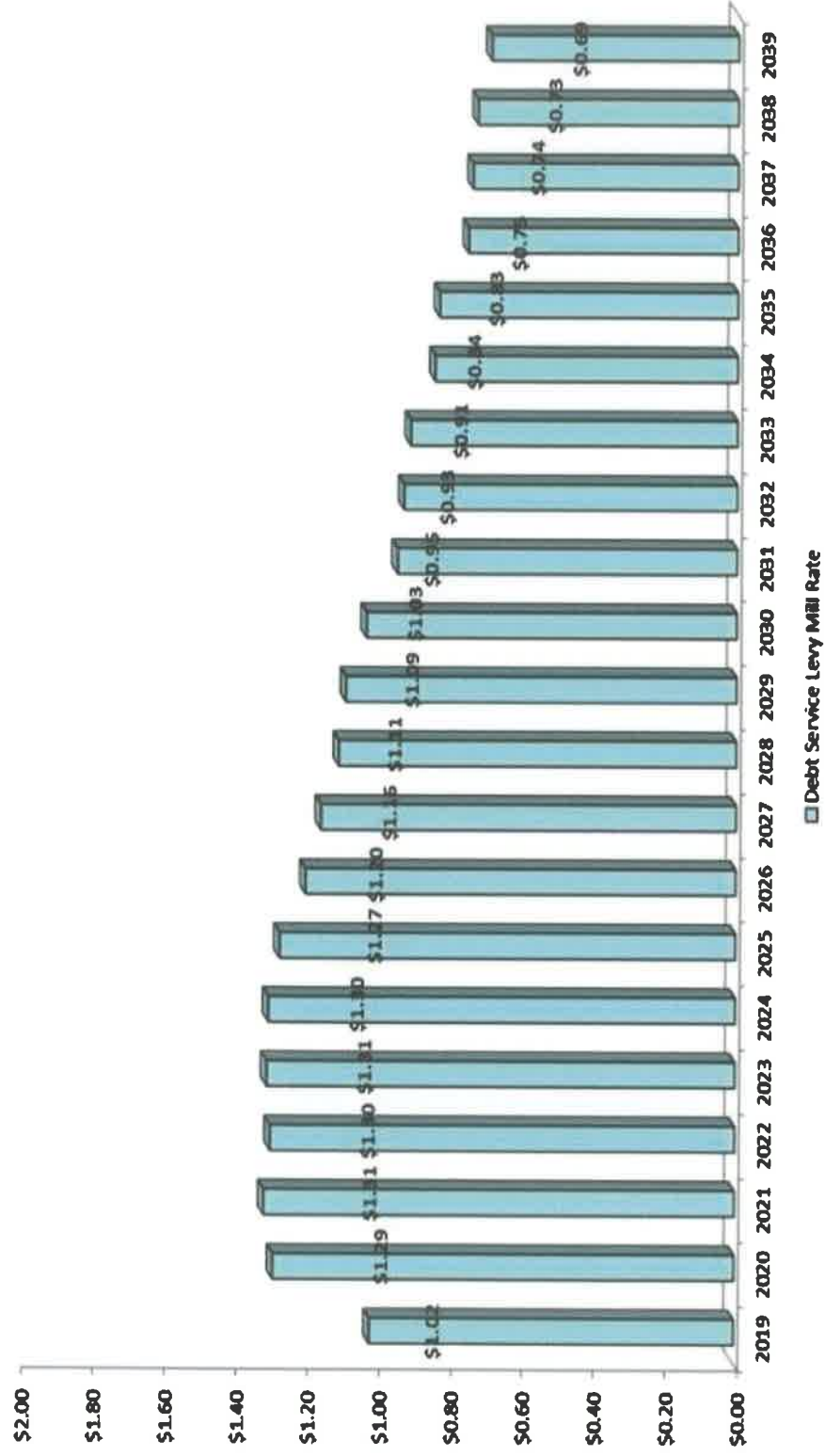
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City of Fort Atkinson

City Council Meeting

July 2, 2019

Projected Levy Supported Debt Service Mill Rate (After All Future Capital Projects)



Note: Future mill rate based on 2018 Assessed Valuation of \$878,581,703 with annual growth of 1.50%

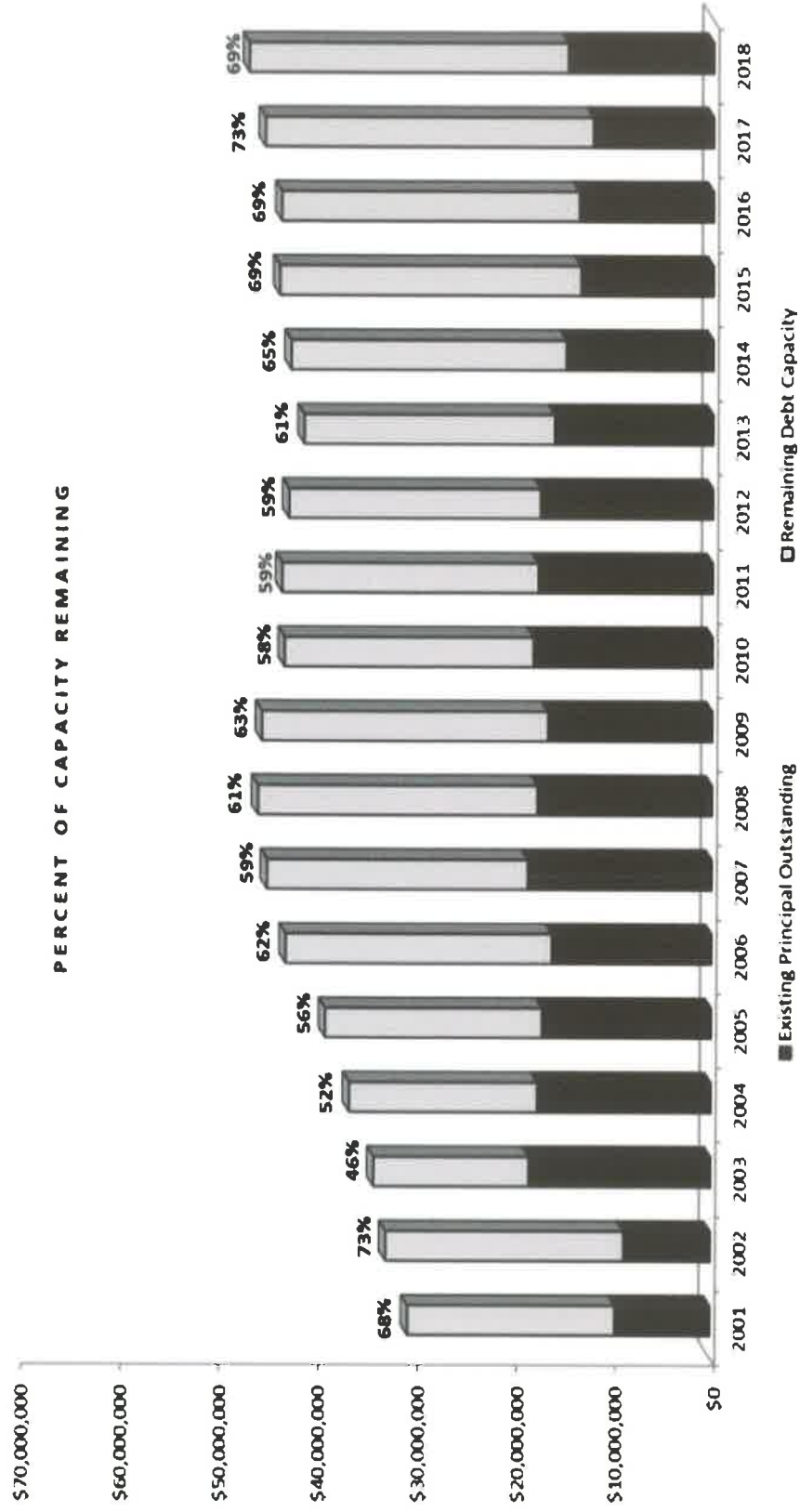
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City of Fort Atkinson

City Council Meeting

July 2, 2019

Historical General Obligation Debt Capacity as of 12/31



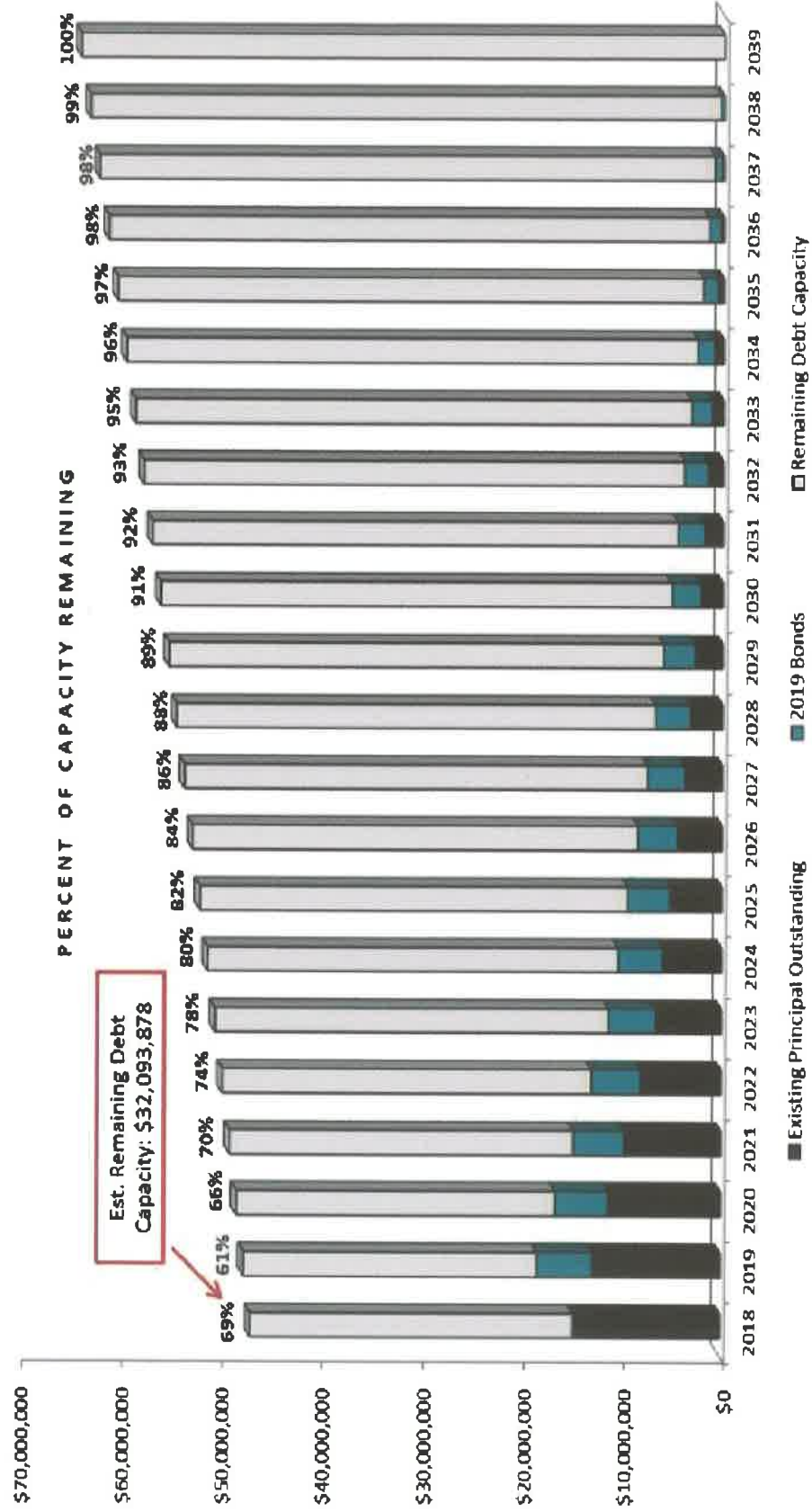
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City of Fort Atkinson

City Council Meeting

July 2, 2019

Projected General Obligation Debt Capacity as of 12/31 (After 2019 Bonding)



Note: Future capacity based on 2018 Equalized Valuation estimate (TID-IN) of \$936,226,400 with annual growth of 1.50%.

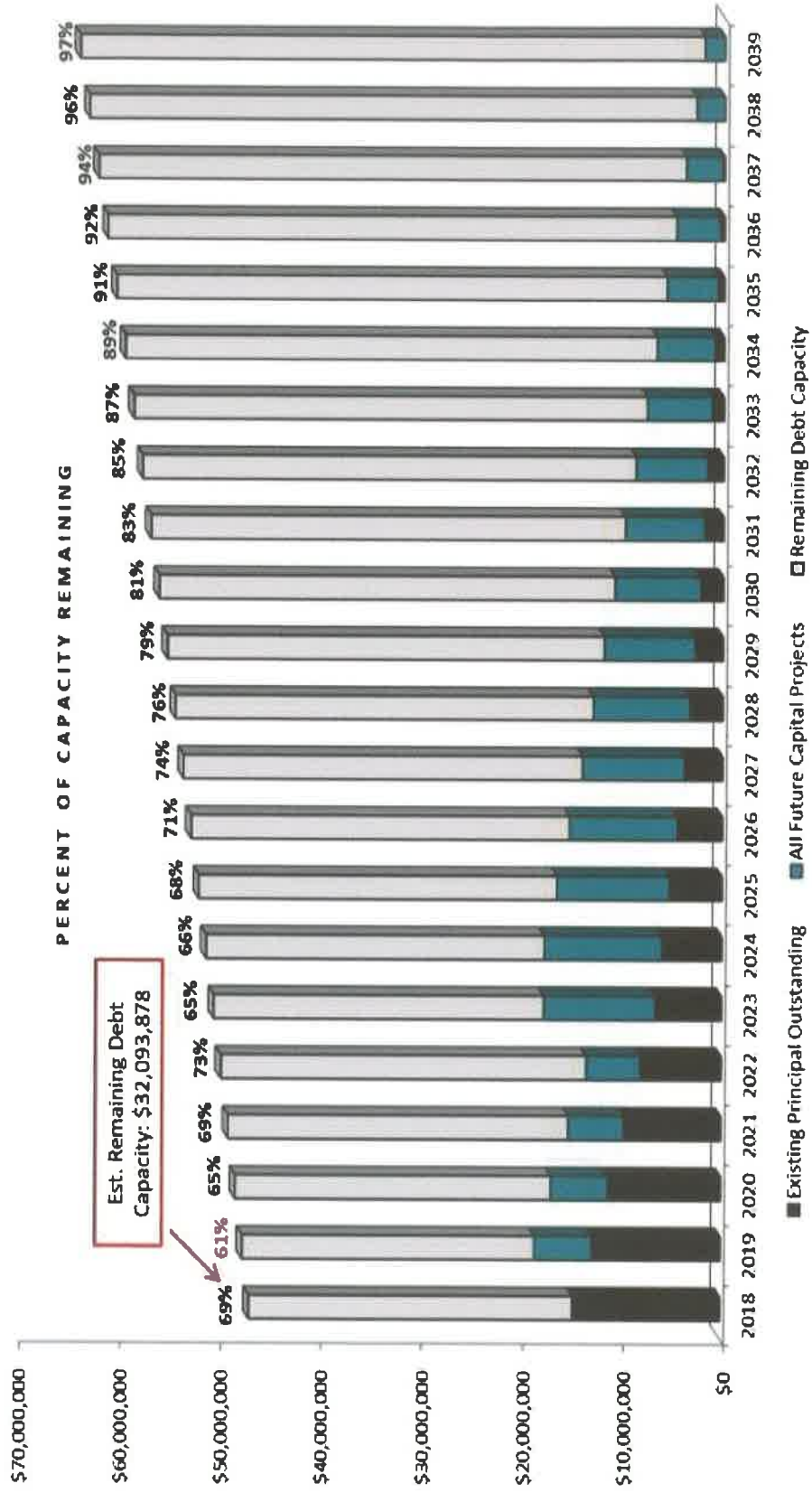
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City of Fort Atkinson

City Council Meeting

July 2, 2019

Projected General Obligation Debt Capacity as of 12/31 (After All Future Capital Projects)



Note: Future capacity based on 2018 Equalized Valuation estimate (TID-IN) of \$936,226,400 with annual growth of 1.50%.

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June 27, 2019

VIA EMAIL

Mr. Matt Trebatoski
City Manager
City of Fort Atkinson
101 North Main Street
Fort Atkinson, WI 53538

**Re: City of Fort Atkinson
\$5,500,000 Note Anticipation Notes**

Dear Matt:

Attached is the **Authorizing Resolution** to be adopted in connection with the above-referenced financing. We have prepared the Resolution with the information provided to us by Robert W. Baird & Co. Incorporated ("Baird"). Please review the Resolution carefully.

It is our understanding that the Resolution will be considered by the City Council at its meeting on July 2, 2019.

If you have not already done so, please include the title of the Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). The attached **Certificate of Compliance with Open Meeting Law** and **Excerpts of Minutes of Meeting** must be completed in connection with the meeting at which the Resolution is adopted.

Unless the City Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the City Council is necessary to adopt the Resolution.

Following the adoption of the Resolution, we request that you return one executed copy of the Resolution, as well as executed copies of the Certificate of Compliance with Open Meeting Law and Excerpts of Minutes of Meeting to us for our review. All of these originally


Mr. Matt Trebatoski
June 27, 2019
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signed documents will be included in the closing transcript. A copy of the Resolution should be incorporated into the minutes of the July 2, 2019 meeting.

We are also attaching a **Municipal Information Questionnaire** and a **Private Activity and Other Tax Matters Questionnaire**. Please review, correct, if necessary, complete and return these questionnaires to us at your earliest convenience.

Please feel free to contact me at (414) 277-5775 or any member of the Quarles & Brady LLP public finance team if you have any questions or comments.

Very truly yours,

QUARLES & BRADY LLP

Brian G. Lanser

BGL:SMN:adb
Enclosures
#350035.00015

cc: Ms. Michelle Ebbert (w/enc. via email)
Ms. Leila Carl (w/enc. via email)
Mr. Justin Fischer (w/enc. via email)
Ms. Emily Timmerman (w/enc. via email)
Ms. Lori Jackson (w/enc. via email)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF
\$5,500,000 GENERAL OBLIGATION PROMISSORY NOTES
AND THE ISSUANCE AND SALE OF
\$5,500,000 NOTE ANTICIPATION NOTES IN ANTICIPATION THEREOF

WHEREAS, the City Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Fort Atkinson, Jefferson County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of fire station renovation and expansion (the "Project");

WHEREAS, the City Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Chapter 67, Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes (the "Notes"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project; and

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to sell the Notes to Badger Bank and Premier Bank (the "Purchasers"), pursuant to the terms and conditions of the Preliminary Private Placement Memorandums attached hereto as Exhibit A and incorporated herein by this reference (the "Proposals").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that:

Section 1. Authorization and Issuance of Securities. The City hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of paying the cost of the Project. There is hereby

levied on all the taxable property in the City a direct, annual, irrevocable tax sufficient to pay the interest on said Securities as it becomes due, and also to pay and discharge the principal thereof.

Section 2. Authorization and Sale of the Notes. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) from the Purchasers in accordance with the terms and conditions of the Proposals. The Proposals are hereby accepted and the City Manager and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposals on behalf of the City. To evidence the obligation of the City, the City Manager and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchasers for, on behalf of and in the name of the City, Notes aggregating the principal amount of FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) for the sum set forth on the Proposals, plus accrued interest to the date of delivery. Each of the Purchasers will purchase Notes in the principal amount of \$2,750,000.

Section 3. Terms of the Notes. The Notes shall be designated "Note Anticipation Notes"; shall be issued in the aggregate principal amount of \$5,500,000; shall be dated their date of issuance; shall be in the denomination of \$100,000 or more; shall be numbered R-1 and upward; and shall bear interest at the rate per annum and mature on February 6, 2020 as set forth on the schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Schedule"). Interest shall be payable at maturity. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes are subject to redemption prior to maturity, at the option of the City, on November 6, 2019 or on any date thereafter. Said Notes are redeemable, as a whole or from time to time in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and

provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Notes-2019" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the City Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the City Council directs otherwise.

Section 8. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

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(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the City Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$5,500,000 authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 12. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 13. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal-agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 14. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 15. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Manager and City Clerk shall execute and deliver in the name of the transferee

or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the City Manager and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 16. Continuing Disclosure. The continuing disclosure requirements of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") are not applicable to the Notes because each Purchaser will covenant that it will hold and not make a primary offering of the Notes, or otherwise will establish an exception to the Rule relating to the Notes.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded July 2, 2019.

Matt Trebatoski
City Manager

ATTEST:

Michelle Ebbert
City Clerk

(SEAL)

EXHIBIT A

Proposals

To be provided by the Purchasers and incorporated into the Resolution.

(See Attached)

Preliminary Private Placement Memorandum Dated June 26, 2019

CITY OF FORT ATKINSON (the "City") (Jefferson County, Wisconsin)

\$5,500,000 Note Anticipation Notes (the "Notes") Bank Qualified

Par Amount: \$5,500,000.

Award Date: Tuesday, July 2, 2019.

Dated Date/Closing Date: Tuesday, August 6, 2019.

Maturity Schedule:

(February 6) 2020	Amount	CUSIP ⁽¹⁾ Base 346748
	\$5,500,000	

⁽¹⁾CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Capital IQ. Copyright(c) 2019 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for services provided by CGS. CUSIP® numbers are provided for convenience of reference only. None of the City, the Placement Agent (defined herein), the Purchaser (defined herein) or their agents or counsel assume responsibility for the accuracy of such numbers.

Interest Rate (Fixed): 1.98%
Interest shall be payable at maturity or upon prior redemption. Calculated on a 30/360 day basis.

Purchase Price: Par.

Redemption Provision: The Notes are subject to call and prior redemption on November 6, 2019 or any date thereafter, in whole or in part, by lot, at par plus accrued interest to the date of redemption upon 30 days prior written notice to the Purchaser.

Security: The Notes are being issued pursuant to Section 67.12(1)(b) of the Wisconsin Statutes. The Notes shall in no event be a general obligation of the City, and do not constitute an indebtedness of the City, nor a charge against its general credit or taxing power. The Notes are payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due; and (b) proceeds to be derived from the issuance and sale of general obligation promissory notes which the City has covenanted to issue and which proceeds constitute a special trust fund to be held and expended solely for the payment of principal and interest on the Notes.

Purpose: The proceeds from the sale of the Notes will be used to provide interim financing for public purposes, including paying the cost of fire station renovation and expansion (the "Project").

Tax Status: Under existing law, interest on the Notes is excludable from gross income and is not an item of tax preference for federal income tax purposes. Interest on the Notes is not exempt from present Wisconsin income or franchise taxes.

Bank Qualification: The Notes will be designated as a "qualified tax-exempt obligation."

Authorization:**Set Sale Resolution**

By way of a resolution adopted on June 4, 2019 (the "Set Sale Resolution"), the City Council authorized the officers of the City to proceed with the issuance and sale of a Note Anticipation Notes in an amount not to exceed \$5,500,000 for the public purpose of financing the cost of the Project.

Award Resolution

By way of the resolution to be adopted on July 2, 2019 (the "Award Resolution") the City Council will authorize the issuance of the Notes, provide the details and form of the Notes, and set out certain covenants with respect thereto. Pursuant to the Award Resolution, the City Council will covenant to issue general obligation promissory notes as soon as practicable, as necessary to pay the Notes. Additionally, the City has authority under Wisconsin Statutes to issue general obligation refunding bonds to pay the Notes. The City also will covenant to maintain sufficient debt capacity to permit such notes or bonds to be issued.

Type of Notes:

Typewritten Notes. (Not DTC eligible)

Population

	Jefferson County	City of Fort Atkinson
Estimate, 2018	84,352	12,390
Estimate, 2017	84,412	12,401
Estimate, 2016	84,262	12,441
Estimate, 2015	84,255	12,355
Census, 2010	83,686	12,368

Source: Wisconsin Department of Administration, Demographic Services Center.

Largest Taxpayers

Taxpayer	Type of Business	2018 Assessed Valuation	2018 Equalized Valuation
Jones Dairy Farm	Pork products	\$23,856,200	\$24,385,300
On-Cor Frozen Foods Redi-Serve	Frozen food processor	9,293,300	9,498,200
Ball Corporation	Aluminum can production	7,074,100	7,231,700
Spacesaver Corp.	Mobil storage units	6,696,000	7,124,400
Nasco International Inc.	School/library catalog	6,663,000	6,811,500
C.B.F. Investments	Commercial development	6,222,200	6,360,900
FASP, LLC (Reena Asst. Living)	Assisted living facility	5,559,300	5,683,200
FORTFEST (Festival Foods)	Shopping center	5,455,200	5,576,800
Fireside Dinner Theatre	Dinner theater	4,890,600	4,999,500
Gundlach Properties (Pick-N-Save)	Grocery store	3,719,800	3,802,700
		<u>\$79,429,700</u>	<u>\$81,474,200</u>

The above taxpayers represent 8.70% of the City's 2018 Equalized Value (TID IN) (\$936,226,400).

Source: The City.

Set forth in the table below is a comparison of the outstanding indebtedness of the City, as of the closing date of the Notes, as a percentage of the applicable debt limit.

Equalized Valuation (2018) as certified by Wisconsin Department of Revenue	\$936,226,400
Legal Debt Percentage Allowed	5.00%
Legal Debt Limit	\$46,811,320
Debt Outstanding*	\$12,825,411
Unused Margin of Indebtedness	\$33,985,909
Percent of Legal Debt Incurred	27.40%
Percentage of Legal Debt Available	72.60%

*The Notes are not a general obligation of the City and therefore is not included in the table above.

Legal Opinion: Mr. Brian Lanser, Quarles & Brady LLP
Phone: (414) 277-5775
E-mail: brian.lanser@quarles.com

Ms. Sue Nygren, Quarles & Brady LLP
Phone: (414) 277-5793
E-mail: sue.nygren@quarles.com

Legal matters incident to the authorization and issuance of the Notes are subject to the unqualified approving legal opinion of Quarles & Brady LLP, Bond Counsel. Such opinion will be issued on the basis of the law existing at the time of the issuance of the Notes. A copy of such opinion will be available at the time of the delivery of the Notes.

Bond Counsel has not assumed responsibility for this Private Placement Memorandum or participated in its preparation and has not performed any investigation as to its accuracy, completeness or sufficiency.

Exemption from Continuing Disclosure: The continuing disclosure requirements of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") are not applicable to the Notes because the Notes are being placed with the Purchaser, which is buying the Notes for investment purposes, without a view to resell or reoffer the Notes. The Purchaser will be required to certify to this effect. No continuing disclosure undertaking will be entered into with respect to the Notes.

Issuer Contacts: Mr. Matt Trebatoski, City Manager
Phone: (920) 563-7760
E-mail: mtrebatoski@fortatkinsonwi.net

Ms. Michelle Ebbert, City Clerk/Treasurer
Phone: (920) 563-7760
E-mail: miebbert@fortatkinsonwi.net

Issuer Tax ID: 39-6005451.

Placement Agent: On April 1, 2019, Baird Financial Corporation, the parent company of Robert W. Baird & Co. Incorporated ("Baird"), acquired HL Financial Services, LLC, its subsidiaries, affiliates and assigns (collectively "Hilliard Lyons"). As a result of such common control, Baird and Hilliard Lyons are now affiliated. It is expected that Hilliard Lyons will merge with and into Baird later in 2019.

Placement Agent:

Mr. Justin Fischer, Robert W. Baird & Co. Incorporated (the "Placement Agent")
Phone: (414) 765-3635 Fax (414) 298-7354
E-mail: jfischer@rwbaird.com

Ms. Emily Timmerman, Robert W. Baird & Co. Incorporated
Phone: (414) 298-7856
E-mail: etimmerman@rwbaird.com

Purchaser:

Badger Bank

Signature & Date:

[Signature]
President

6/24/19
Date

City

City of Fort Atkinson, Wisconsin

Signatures & Date:

City Manager 07/02/2019
Date

City Clerk/Treasurer 07/02/2019
Date

Preliminary Private Placement Memorandum Dated June 26, 2019

CITY OF FORT ATKINSON (the "City") (Jefferson County, Wisconsin)

\$5,500,000 Note Anticipation Notes (the "Notes") Bank Qualified

Par Amount: \$5,500,000.

Award Date: Tuesday, July 2, 2019.

Dated Date/Closing Date: Tuesday, August 6, 2019.

Maturity Schedule:

(February 6)	Amount	CUSIP ⁽¹⁾ Base 346748
2020	\$5,500,000	

⁽¹⁾CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Capital IQ. Copyright(c) 2019 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for services provided by CGS. CUSIP® numbers are provided for convenience of reference only. None of the City, the Placement Agent (defined herein), the Purchaser (defined herein) or their agents or counsel assume responsibility for the accuracy of such numbers.

Interest Rate (Fixed): 1.98%
Interest shall be payable at maturity or upon prior redemption. Calculated on a 30/360 day basis.

Purchase Price: Par.

Redemption Provision: The Notes are subject to call and prior redemption on November 6, 2019 or any date thereafter, in whole or in part, by lot, at par plus accrued interest to the date of redemption upon 30 days prior written notice to the Purchaser.

Security: The Notes are being issued pursuant to Section 67.12(1)(b) of the Wisconsin Statutes. The Notes shall in no event be a general obligation of the City, and do not constitute an indebtedness of the City, nor a charge against its general credit or taxing power. The Notes are payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due; and (b) proceeds to be derived from the issuance and sale of general obligation promissory notes which the City has covenanted to issue and which proceeds constitute a special trust fund to be held and expended solely for the payment of principal and interest on the Notes.

Purpose: The proceeds from the sale of the Notes will be used to provide interim financing for public purposes, including paying the cost of fire station renovation and expansion (the "Project").

Tax Status: Under existing law, interest on the Notes is excludable from gross income and is not an item of tax preference for federal income tax purposes. Interest on the Notes is not exempt from present Wisconsin income or franchise taxes.

Bank Qualification: The Notes will be designated as a "qualified tax-exempt obligation."

Authorization:**Set Sale Resolution**

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Source: Wisconsin Department of Administration, Demographic Services Center.

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The above taxpayers represent 8.70% of the City's 2018 Equalized Value (TID IN) (\$936,226,400).

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Percentage of Legal Debt Available	72.60%

*The Notes are not a general obligation of the City and therefore is not included in the table above.

Legal Opinion: Mr. Brian Lanser, Quarles & Brady LLP
Phone: (414) 277-5775
E-mail: brian.lanser@quarles.com

Ms. Sue Nygren, Quarles & Brady LLP
Phone: (414) 277-5793
E-mail: sue.nygren@quarles.com

Legal matters incident to the authorization and issuance of the Notes are subject to the unqualified approving legal opinion of Quarles & Brady LLP, Bond Counsel. Such opinion will be issued on the basis of the law existing at the time of the issuance of the Notes. A copy of such opinion will be available at the time of the delivery of the Notes.

Bond Counsel has not assumed responsibility for this Private Placement Memorandum or participated in its preparation and has not performed any investigation as to its accuracy, completeness or sufficiency.

Exemption from Continuing Disclosure: The continuing disclosure requirements of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") are not applicable to the Notes because the Notes are being placed with the Purchaser, which is buying the Notes for investment purposes, without a view to resell or reoffer the Notes. The Purchaser will be required to certify to this effect. No continuing disclosure undertaking will be entered into with respect to the Notes.

Issuer Contacts: Mr. Matt Trebatoski, City Manager
Phone: (920) 563-7760
E-mail: mtrebatoski@fortatkinsonwi.net

Ms. Michelle Ebbert, City Clerk/Treasurer
Phone: (920) 563-7760
E-mail: miebbert@fortatkinsonwi.net

Issuer Tax ID: 39-6005451.

Placement Agent: On April 1, 2019, Baird Financial Corporation, the parent company of Robert W. Baird & Co. Incorporated ("Baird"), acquired HL Financial Services, LLC, its subsidiaries, affiliates and assigns (collectively "Hilliard Lyons"). As a result of such common control, Baird and Hilliard Lyons are now affiliated. It is expected that Hilliard Lyons will merge with and into Baird later in 2019.

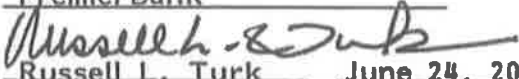
Placement Agent:

Mr. Justin Fischer, Robert W. Baird & Co. Incorporated (the "Placement Agent")
Phone: (414) 765-3635 Fax (414) 298-7354
E-mail: jfischer@rwbaird.com

Ms. Emily Timmerman, Robert W. Baird & Co. Incorporated
Phone: (414) 298-7856
E-mail: etimmerman@rwbaird.com

Purchaser:

Signature & Date:

PremierBank

Russell L. Turk June 24, 2019
Executive Vice President
Senior Lending Officer

City

City of Fort Atkinson, Wisconsin

Signatures & Date:

City Manager 07/02/2019
Date

City Clerk/Treasurer 07/02/2019
Date

EXHIBIT B

Debt Service Schedule

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

BOND DEBT SERVICE

City of Fort Atkinson
Note Anticipation Note - FINAL
BQ; Callable 11/6/2019 or Any Date Thereafter
Premier Bank & Badger Bank

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/06/2019 02/06/2020	5,500,000	1.980%	54,450	5,554,450	5,554,450
	5,500,000		54,450	5,554,450	5,554,450

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EXHIBIT C

(Form of Note)

NUMBER UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
JEFFERSON COUNTY
CITY OF FORT ATKINSON
R- NOTE ANTICIPATION NOTE \$

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:

February 6, 2020 , 2019 %

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS (\$)

FOR VALUE RECEIVED, the City of Fort Atkinson, Jefferson County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the registered owner identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable at maturity.

Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. This Note is payable as to principal and interest upon presentation and surrender hereof at the office of the City Clerk or City Treasurer.

This Note is one of an issue of Notes aggregating the principal amount of \$5,500,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including fire station renovation and expansion (the "Project"), as authorized by a resolution adopted on July 2, 2019 (the "Authorizing Resolution"). The Authorizing Resolution is recorded in the official minutes of the City Council for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund and to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to the Authorizing Resolution.
THE NOTES ARE NOT A GENERAL OBLIGATION OF THE CITY AND DO NOT

CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTES.

The Notes are subject to redemption prior to maturity, at the option of the City, on November 6, 2019 or on any date thereafter. Said Notes are redeemable; as a whole or from time to time in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Before the redemption of any of the Notes, unless waived by the registered owner, the City shall give notice of such redemption by registered or certified mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of each Note to be redeemed, in whole or in part, at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

The Notes are issued in registered form in the denomination of \$100,000 or more. This Note may be exchanged at the office of the City Clerk for a like aggregate principal amount of Notes of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note has been designated by the City Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Fort Atkinson, Jefferson County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified City Manager and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

By: _____
Matt Trebatoski
City Manager

(SEAL)

By: _____
Michelle Ebbert
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

COPY

(Registered Owner)

(Authorized Officer)

NOTICE: This signature must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

*Section 67.09, Wisconsin Statutes provides that the City Clerk of the City when acting as the registrar shall record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the City Clerk of the City should be notified and a copy of this Assignment should be sent to the City Clerk of the City for his or her records.

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8-a

**TRANSPORTATION & TRAFFIC REVIEW COMMITTEE MINUTES
CITY OF FORT ATKINSON
CONFERENCE ROOM, POLICE DEPARTMENT
JUNE 13, 2019 - 2:00 p.m.**

The meeting was called to order by Chairman Selle at 2:01 p.m. in the Conference Room of the Police Department.

Members Present: Bushcott, Carter, Johnson, Rice, Schulz (in place of Bump), Selle, and Yandry (in place of Smith)

Members Absent: Armstrong, Bump, Maas, and Smith

Others Present: John Dawson, Tony Brus, Karl Schulte of Running, Inc./Brown Cab, Roy Hetts and Jean Badura

1. Motion to approve Minutes of the March 14, 2019 meeting made by Johnson, second by Bushcott. Motion passed by unanimous voice vote.
2. Parking Requests:
 - a. Discuss two hour parking in a portion of Lot 5, west of Post Office and east of South Main St.

Selle indicated this item has been discussed by the Committee on a few occasions. The proposal before the Committee is to designate five stalls on the west side of the parking lot as two-hour parking. Bushcott indicated he had contacted six of the eight property owners in this block and five of them had no problem with the request.

Dawson said he hears comments that people think his establishment must be full because the parking lot is full, so they don't stop. He indicated parking wasn't a problem until the Cambridge postal workers were transferred to the Fort Atkinson Post Office for distribution of their mail.

Brus indicated his wife's business on this block has employees who use the lot all day for parking while working. They also have tenants above their building that need to park. Therefore, he is opposed to the request.

Motion by Johnson, seconded by Rice, to designate the five parking stalls on the west side of Lot 5, mid-lot, as two hour parking from 9:00 a.m. to 5:00 p.m., Monday through Friday, and that this matter be revisited at the December, 2019 Committee meeting. Motion carried on a 5-2 vote with Schulz and Selle voting against the motion.

1 of 4

- b. Discuss two hour parking Ordinance change for McMillen Street.

Bushcott indicated this matter is to correct an Ordinance currently on the records. The current Ordinance restricts parking on both sides of McMillen Street from East Sherman Avenue to North Fourth Street. It is believed the Ordinance should have only included the east side of the street. The west side of the street is used for employees of the Hospital who park there most of the day.

Motion by Bushcott, seconded by Rice, to amend the Ordinance for two-hour parking restriction on the McMillen Street to the east side of the street only from East Sherman Avenue to North Fourth Street. Motion carried.

3. Speed Limit Reviews:

- a. Discuss speed limit for Hackbarth Road.

Bushcott informed the Committee that he had been in contact with Koshkonong Board Chairman Burlingame to see if the Town Board had changed their decision to not place a four-way stop sign at the intersection of Endl Boulevard and Hackbarth Road. In earlier discussions between the City and Town, it was agreed that the City would change the speed limit within its jurisdiction to 30 m.p.h. if the Town would agree to the four-way stop.

Since the Town Board is not willing to put in a four-way stop, there will be no action taken on this matter.

- b. Discuss speed limit change for Janesville Avenue from 35 to 25 m.p.h. from South Fourth Street to Rockwell Avenue.

Committee members indicated they have been getting concerns about the safety for pedestrians crossing Janesville Avenue in the area of Jones Park/Jones Dairy Farm.

Schulz indicated enforcement will need to be done to get drivers used to the change.

It was indicated that a "reduced speed" sign could be placed in the area of Nasco to inform drivers of the reduction in the speed limit for northbound traffic.

Motion by Rice, seconded by Johnson, to change speed limit on Janesville Avenue from 35 to 25 m.p.h. from South Fourth Street to Rockwell Avenue. Motion carried.

4. Traffic Signal Reviews:

- a. Discuss stop sign request for Lucile Street and Harriette Street.

A request was made by a resident in this area who has seen children go through the stop sign coming down the hill and traffic on Lucile not seeing them and almost hitting them.

Committee members felt that asking the requestor to monitor the situation to see if this continues to be a problem prior to making this a four-way stop would be beneficial. Rice also requested that a search of complaints/accidents at this location also be conducted.

It was decided to take no action on this matter until more information is gotten from the requestor and to see if there have been any complaints/accidents at this location.

No action taken.

5. Transit Items:

- a. Quarterly update from Brown Cab on the Fort Atkinson Shared Ride Taxi Program.

Karl Schulte of Brown Cab indicated they had a great April and May as far as ridership is concerned. At this time it looks like they may have a very good revenue year. He said the program shouldn't cost the City anything this year.

Mr. Schulte also informed the Committee that their marketing campaign is well underway.

Selle indicated he would like to see more interaction between the cab company and the tavern league to offer "free rides". Selle said he would make contact with the Tavern League.

No action taken on this matter.

6. Safe Routes to School:

- a. Update on crossings.

Selle indicated discussions continue on the pedestrian crossings being proposed to be installed throughout the City. These would be pedestrians activated crossings. Continued discussions are taking place on the safest way to get pedestrians across Janesville Avenue in the area of Jones Park.

The matter will be brought back to the Committee at a later meeting.

7. Miscellaneous

- a. Discuss "No Outlet" signage for north side of Grant Street/South Water Street West intersection.

3 of 4

Roy Hetts indicated cars are entering their complex thinking they can exit from the west end, which they cannot, and they are then turning around on residents' properties.

It was indicated that a "no outlet" sign could be placed on the back of the stop sign at the northwest intersection of Grant Street and South Water Street West.

Motion by Rice, seconded by Johnson, to place a "No Outlet" sign on the back of the stop sign at the northwest corner of the intersection of Grant Street and South Water Street West. Motion carried.

- b. Discuss truck traffic using Rogers Street coming from Opportunities.

Jean Badura indicated when trucks are leaving the Opportunities loading dock, instead of turning left and heading north on Jefferson Street, they are just heading straight ahead on Rogers Street. There are "no trucks" signs on Rogers Street, but the drivers are ignoring those. Ms. Badura felt that painting the curb yellow for a longer distance on the east side of Jefferson Street, it would make a better turning radius so that the trucks leaving the loading dock can turn northbound on Jefferson Street.

Motion by Rice, seconded by Johnson, to paint the east curblane on Jefferson Street at Rogers Street for no parking an additional 30-feet. Motion carried.

8. Adjournment:

Johnson moved, seconded by Yandry, to adjourn the meeting and passed by unanimous voice vote. The meeting was adjourned at 3:35 p.m.

Respectfully submitted,

Leila Carl, Adm. Secretary

**SEX OFFENDER RESIDENCE BOARD MINUTES
CITY OF FORT ATKINSON
JUNE 18, 2019**

CALL TO ORDER.

Manager Trebatoski called the meeting to order at 3:30 pm.

ROLL CALL.

Present: Chief Bump, Cm. Hartwick, Board Member Zentner and Manager Trebatoski. Also present Capt. Davis, Attorney Westrick and Clerk/Treasurer Ebbert.

REVIEW APPEAL OF JONATHAN THOMAS WHITE.

Manager Trebatoski reminded the Board that all of the information submitted is to be kept confidential. For reference, if any matters relate to identities, treatment history or medical history, the Board may be required to go into closed session.

Mr. White addressed the Board. He committed his crime in 2005 and served his time and treatment. He is off probation and parole. He is trying to start a family. They currently live in an aging farmhouse and recently bought a house in Fort Atkinson. The house is vacant, he nor his family resides in the house. He works full time for an HVAC business. He made horrible choices in his life. He stated his track record is not good with burglaries, the sex case. The past five years, he has changed his life around. He found a place for his family to live. If he cannot live in the house, his family will and he will pay the mortgage and live elsewhere. He is not the person that is on the application. He stated he will be a normal citizen with no interactions with police. His wife is ailing in the hospital. He past is over, all he can do is write the future.

Capt. Davis addressed the Board. He reviewed the application and checked the following distances: Address of 509 Milo Street is 144 feet to Jones Park, 339 feet to Crossroads School, 527 feet to Glacial River Recreation Trail and 968 feet to Luther Elementary. The Ordinance has clear parameters requiring 1,500 feet distance. Capt. Davis then reviewed the sexual offense and criminal history of the applicant. He confirmed White was not on probation and has not lived in Fort Atkinson. White is a lifetime registrant and has been compliant.

Board Member Zentner asked White if he feels confident in himself to be a member of the community? White replied yes. He stated no one (Police) is going to hear from him and is going to be compliant with regulations of the City and State. He has a family to take care of.

Attorney Westrick asked for clarification from White on the probation revocations. White confirmed the actions that revoked probation, stated he had taken polygraphs, classes and was approved to be in a relationship with his now wife. He has since started a family and was released off parole last year. White also confirmed the time he spent in custody.

Cm. Hartwick asked White if he had counseling. White replied he had and completed all required counseling. He graduated and can provide his certificates. His Probation Officers offered to release any necessary documentation.

Cm. Hartwick asked White if he had internet access. White confirmed it is on his phone but he does not use it. They do not have internet at their home, he does not have an email address.

Attorney Westrick asked if he had family in Fort Atkinson to support him. White replied he has supportive mother, probation officers, coworkers, father-in-law in Rockford. He will do what it takes and is willing to return to counseling.

Chief Bump questioned the information provided and the background check listed more items not stated on the application. White acknowledged it was too long and he did not list everything. He discussed his actions and legal ramifications.

Chief Bump asked if he is currently living in city. White stated no. His family is not living in the house they recently purchased. He did not know about the ordinance when he put in an offer to purchase the property.

Manager Trebatoski questioned if the victim was an acquaintance, how long did he know the victim? White acknowledged only three or four days. Several months after the incident, the victims' mother saw someone run out of her house, the victim then told their mother what had happened.

Cm. Hartwick admitted he is leery of the proximity to the park and schools and the fact that not everything was listed on the application.

Board Member Zentner has the same feelings related to the proximity of schools and parks. She has seen the City develop into what it is now. She wants solid and strong people in our community.

Attorney Westrick pointed out that White stated he is willing to attend counseling. White stated if his health insurance will not cover it, he would pay for it.

Cm. Hartwick asked White if he drinks alcohol. White replied no and he is not in support groups but is willing to do anything he can.

Manager Trebatoski sympathizes with White's situation. The toughest part is the distance to some of the locations. The ordinance states 1,500 foot distance to schools, parks, etc. The closest park is only 145 feet and 340 feet from Crossroads school.

Cm. Hartwick moved to deny the exemption request. Motion seconded by Board Member Zentner and carried on a unanimous vote.

ADJOURNMENT.

Chief Bump moved, seconded by Cm. Hartwick to adjourn. Meeting adjourned at 3:56 pm.

Respectfully,
Michelle Ebbert
City Clerk/Treasurer



8-C

FORT ATKINSON HISTORICAL SOCIETY'S BOARD MEETING

Thursday, May 16, 2019 4:00 pm

William D Knox Library and Archives; Hoard Historical Museum

401 Whitewater Ave, Fort Atkinson, WI 53538

920-563-7769 www.hoardmuseum.org

1. **Call to Order:** by President Bonnie Geyer at 4:00.

2. **Roll Call:** Jack Blodgett (absent), Bob Cheek, Bonnie Geyer, Karen Gómez (absent), Loren Gray, Don Henning (absent), Sue Johnson (absent), Denice Jones, Jerry McGowan, John Molinaro, Joel Winn (absent)

Standing Positions: Merrilee Lee, Steve Larson, Matt Trebatoski, Jude Hartwick

Also in Attendance: None

3. **Public Comments:** none

4. **Review and Approve:** April board meeting minutes & May committee minutes – routed prior to meeting.

Action: Motion to approve with correction to strike Bonnie Geyer from Development chair to Karen Gomez by S. Larson, seconded by J McGowan. Approved.

5. **Director's Report:** Routed prior to meeting.

- Attendance is down compared to same month last year
- Art show was major focus of April with both receptions occurring in month
- Today, Bill Weiss, son of Howie Weiss, was able to view Howie's exhibit and was very impressed.

6. **Treasurer's Report:** Loren Gray – no report

7. **Committee Reports:** routed prior to meeting

Development: Karen Gomez - did meet

Administration: Loren Gray – did not meet

8. **Revisit Administration Committee discussion:** Loren Gray shared the proposed guidelines for moving the Administration Committee from a standing committee to an ad hoc committee.

1. Continue with 5 appointed FAHS Board members and the HHM Director

1 of 2

2. Eliminate regular monthly meeting structure
3. Meet when deemed necessary by the Board President or Museum Director

Whenever an issue involving FAHS personnel, facilities, or finances arises which, in the estimation of the FAHS President or HHM Director, requires the attention/action by this smaller group of the FAHS Board. A meeting may be called for this purpose by the FAHS President. Any actions or recommendations arising from a meeting of this group would be reported at a subsequent FAHS Board meeting. The HHM Director would be responsible for the taking of minutes at any such meeting.

4. The only regular activity of the current Admin Committee - approval of checks over \$500 - to be handled at the monthly FAHS Board meeting.

Action: J McGowan moved approval of the plan, John Molinaro seconded.

Question: What about trust fund updates?

Answer: Those have been going to the full board and will continue to do so.

Vote: All in favor.

10. Programming and Marketing Moments:

- 4th Grade Projects: Recently hosted both the Oral History and Lorine Niedecker poetry unit receptions. Will continue to work with the schools in partnership. 59th Mary Hoard Art Show Part 1 has finished and we are transferring to part 2.
- Rendezvous (26th annual) will be end of May.
 - New social media commercial has been released, already seeing benefits to the commercial.

11. Update on Open Historical Society Positions:

Operations Assistant: Held interviews and have a preferred candidate. Are waiting to hear about the background check and references before offering position.

12. Project and Facility Updates: A project focus this year will be the Foster House fence. Phil Niemeyer has already repaired the gate. Greg will scrap and fix any slats. Will be asking local youth organizations to paint the fence.

13. Upcoming Meeting Dates:

Development Committee: Thursday, June 6th at 4:00 pm

Full Board Meeting: Thursday, June 20th at 4:00pm

14. Items for Agenda for Next Meeting: none

15. Announcements: Nice volunteer enrichment program held today. Well attended and the topic was engaging (Jack Blodgett's beer cellar)

16. Adjourn: Motion to adjourn J. McGowan, seconded by J. Molinaro, adjourned at 4:24.

8-d

CITY OF FORT ATKINSON
Plan Commission ~ June 25, 2019
1,010th 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 Frame, Johnson, Greenhalgh, Highfield, Lescohier and Manager Trebatoski. Also present: City Attorney and City Clerk/Treasurer.

Absent: Engineer Selle

APPROVAL OF MINUTES OF MAY 25, 2019 PLAN COMMISSION MEETING.

Cm. Highfield motioned, seconded by Cm. Greenhalgh to approve the minutes of the May 25, 2019 Plan Commission meeting. Motion carried.

REVIEW AND APPROVE CERTIFIED SURVEY MAP CREATING ONE LOT ON NORTH SHORE ROAD (EXTRA-TERRITORIAL)

Manager Trebatoski stated this is to split a 2.2 acre parcel from the larger parcel for a home. Zoning will remain the same as A-1. Departments have reviewed this request. The split to a parcel of this size is not ideal to the long term development of the City. The survey was done and filed in 1999, however it was never presented to the City for review.

Cm. Greenhalgh questioned the lot size not being ideal to city long term development. Comment was noted however no objections were read in the record.

Cm. Lescohier moved, seconded by Cm. Johnson to approve and refer to City Council the Certified Survey map creating one lot on North Shore Road (Extra-territorial). Motion carried.

REVIEW AND APPROVE CONDITIONAL USE AND CERTIFIED SURVEY MAP CREATING ZERO LOT LINE DWELLINGS FOR THE PROPERTY AT 304-306 EAST HIGHLAND AVE

Manager Trebatoski presented the request to create a zero lot line to sell the property as two separate parcels. Department concerns as following:

Zoning Department: A maintenance agreement was provided for the common wall between the houses which will be recorded with the deed on each property. It was reviewed and found sufficient.

Water Department: Two shutoffs to each parcel exist and the lateral does not travel through adjacent property. There is only a single tap to the main, which is not ideal but remains on the public side.

Wastewater Department: A clause must be added in the maintenance agreement to be recorded on the deed of each property that the common portion of the sanitary lateral between the main and the split is the responsibility of both parcel owners for future maintenance and replacement.

Cm. Frame asked if the request complies with the new subdivision code being reviewed. Juarez confirmed this is built to conform.

Cm. Greenhalgh asked if the deed registration will include all comments by the Departments. Trebatoski confirmed.

Cm. Greenhalgh moved, seconded by Cm. Johnson to approve and refer to City Council the Conditional Use to split the parcel into two separate lots with a zero lot line, conditioned on the confirmation of registration of the CSM and Maintenance Agreement with the Jefferson County Register of Deeds, for the property at 304-306 East Highland Avenue.

REVIEW AND APPROVE CERTIFIED SURVEY MAP CREATING 35 +/- ACRE LOT ON MCINTYRE ROAD (EXTRA-TERRITORIAL)

Manager Trebatoski reviewed the request to split a 37 acre parcel from the larger parcel. Departments have reviewed with no concerns or comments. According to the County zoning, the split must be at least 35 acres. The property owner is parceling off a portion of the parent parcel.

Cm. Greenhalgh moved, seconded by Cm. Highfield to approve and refer to City Council the Certified Survey map creating 35 +/- acre lot on McIntyre Road (Extra-territorial). Motion carried.

ADJOURNMENT

Cm. Frame moved, seconded by Cm. Greenhalgh to adjourn. Meeting adjourned at 4:06 pm.

Respectfully submitted
Michelle Ebbert
City Clerk/Treasurer



9-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 7, 2019

TO: Transportation & Traffic Review Committee

FROM: Andy Selle, PE

SUBJECT: Establishing a 2 hour parking section in Public Parking Lot 5

Background: Councilman Johnson has suggested exploring the idea of creating a section of the parking lot to contain "2 hour parking". It has been suggested that 5 existing stalls between the two power poles located on the west side of the lot be designated as 2 hour parking only in an attempt to assure some open spots that would not be lost to all day parking. These stalls would be located somewhat in the middle of the lot and would allow for shorter term parking to be used for businesses.



Discussion: See attached e-mail for part of the public comment.

1 of 4

Traffic Review Committee,

My wife Kathy and I own the property at 221-223 South Main St. We are unable to attend today's meeting.

We are against restricting the parking in lot 5 to 2 hour parking. Tenants, employees, and customers use this lot. All have used it unrestricted for years. Creating a 2 hour parking restriction would create another hardship for the business owners.

Main Street is already restricted to 2 hours, which already restricts customers wanting to patronize businesses. This lot is used by those not wanting to park on Main Street due to the 2 hour parking restriction.

To my knowledge the other city parking lots do not have 2 hour restricted parking. Restricting only one lot would be inconsistent with the other city lots. Restricting this lot for our employees would be equivalent of restricting the lots for your employees near city hall, the police department, and public works.

As you know from recent meetings, the businesses of this block already compete for spaces with post office employees. Please take this into consideration when making your decision on whether to create additional restrictions on these business owners.

Thank you,

Tony Brus

Excerpt from March 13, 2019 meeting

2. Parking Requests:

- a. Discuss two hour parking in a portion of Lot 5, west of Post Office and east of South Main St.

Selle indicated his Department has been monitoring this lot during the lunch hour recently, and there have been spaces available each time they have checked it. Selle read an email from Tony Brus, property owner in this area, who indicated he is opposed to the request for two-hour parking.

Johnson indicated he put this request forward on behalf of the owner of Fat Boyz who is having problems with enough customer parking. The request is only for approximately one-third of the lot and only for Monday through Friday.

Selle indicated he has a cautious concern with setting a precedent in this matter.

Maas suggested that a head count be done of the businesses in this area to see how they feel about this request.

Motion by Johnson, seconded by Maas, to seek more information from surrounding businesses on the request and to bring the matter back to the next Committee meeting. Motion carried.

Results of contacting surrounding businesses:

Bushcott attempted to contact the surrounding businesses about the 2 hour parking request and was able to have personal discussion with 6 out of the 8 business owners and the results were:

Humphrey Floral (201 S. Main)	All right with 2 hour designation
Tom Bergey (209 S. Main)	All right with 2 hour designation
Gzim Rexhepi (211 S. Main)	All right with 2 hour designation
Fat Boyz (219 S. Main)	All right with 2 hour designation
Tony Brus (223 S. Main)	Leave as existing
Candy Bugs (225 S. Main)	Did not respond
Dark Horse (229 S. Main)	Did not respond
Tom Brom (235 S. Main)	All right with 2 hour designation

Recommendation: Accept or deny the request as presented.

If the recommendation is to establish a section of 2 hour parking within the parking lot a new section of the Code of Ordinances would have to be developed because there only exists a portion of the code restricting 2 hour parking for weekdays only and designated from 9 a.m. to 5 p.m.

ORDINANCE NO. _____

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

That Chapter 94, TRAFFIC AND VEHICLES, Article VIII, Traffic Schedule, Division 6, Stopping, Standing and Parking, Subdivision V, Two-Hour Limit, Sec. 94-526, (a) be amended to include the following:

East Milwaukee Avenue/South Third Street East -- City Parking Lot 5 (east of South Main Street and west of Post Office)

The west side of the lot from a point 115 feet south of East Milwaukee Avenue to a point 175 feet south of East Milwaukee Avenue.

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.

Pres. of the City Council

ATTEST:

Michelle Ebbert, City Clerk

4 of 4

9-6



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 10, 2019

TO: Traffic Review Committee

FROM: Engineering Dept.

SUBJECT: Ordinance Change to Chapter 94, Article VIII, Traffic Schedule, Division 6, Subdivision V, Sec. 94-526, Parking Restrictions, Two Hour Parking, (a) McMillen Street

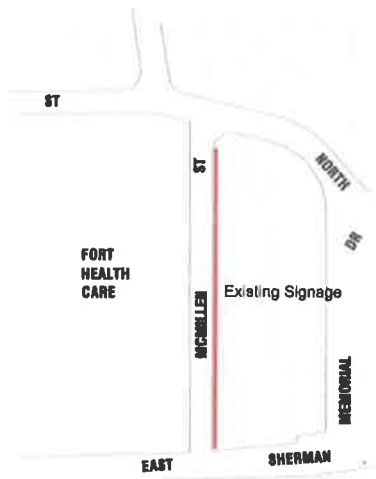
Background:

This part of the Ordinance restricts parking on McMillen Street from Sherman Avenue to North 4th Street to 2 hours. The street is signed on the east side only for 2 hours and it is believed that the intent of the ordinance originally was to allow long term parking on the west side of the block for hospital parking and restrict long term parking on the east side of the street in front of the residents to two hours. The Ordinance should be changed to reflect the existing signage and usage.

Staff Recommendation:

The Staff is recommending that the wording of the Ordinance be changed to reflect two hour parking on the east side of McMillen Street only from Sherman Avenue to North 4th Street. Staff recommends that Sec. 94-526 (a) be changed to read *"McMillen Street – East side From its intersection with Sherman Avenue to its intersection with North Fourth Street."* The change would be the addition of the words "East side".

ITEM: 4(b)



1 of 2

ORDINANCE NO. _____

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

That Chapter 94, TRAFFIC AND VEHICLES, Article VIII, Traffic Schedule, Division 6, Stopping, Standing and Parking, Subdivision V, Two-Hour Limit, Sec. 94-526, Specific limitations, (a), McMillen Street, be repealed and replaced with the following:

CURRENT ORDINANCE:

McMillen Street.

From its intersection with Sherman Avenue to its intersection with North Fourth Street.

PROPOSED ORDINANCE:

McMillen Street.

The east side of the street, from its intersection with Sherman Avenue to its intersection with North Fourth Street.

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.

Pres. of the City Council

ATTEST:

Michelle Ebbert, City Clerk

2 of 2

9-c



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 10, 2019

TO: Traffic Review Committee

FROM: Engineering Dept.

SUBJECT: Ordinance Change to Chapter 94, Article VIII, Traffic Schedule, Division 2, Speed Limits, Sec. 94-332, Zoned and posted limits, (3) *State Trunk Highway 26 (Janesville Avenue)*

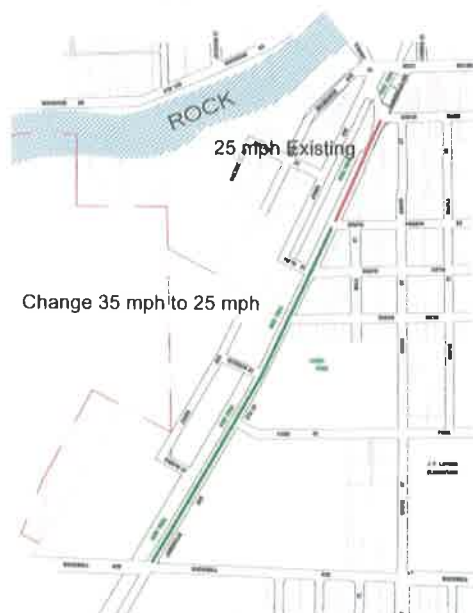
Background:

With the anticipated addition of the RRFB pedestrian crossing on Janesville Avenue at Jones Park to the Bike Trail, staff is considering changing the speed limit in this vicinity from the existing 35 mph to 25 mph. The current speed limit from S. 3rd St. to S. 4th St. is 25 mph and then changing to 35 mph from S. 4th St. south to Larsen Road. With the number of vehicles and potential increase of pedestrians using the crossing staff feels it is appropriate to change the speed limit in this section of Janesville Avenue.

Staff Recommendation:

The Staff is recommending that the Ordinance be changed to reduce the speed limit from S. 4th Street to Rockwell Avenue from 35 mph to 25 mph. Staff recommends that Sec. 94-332(4) b, be changed to reflect the recommendation and reads: "35 miles per hour from a point 0.15 mile south of its intersection with Larsen Road to its intersection with Rockwell Avenue".

ITEM: 5(b)



1 of 2

ORDINANCE NO. _____

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

That Chapter 94, TRAFFIC AND VEHICLES, Article VIII, Traffic Schedule, Division 2, Speed Limits, Sec. 94-332, Zoned and posted limits, (3), State Trunk Highway 26 (Janesville Avenue), paragraph b., be repealed and replaced with the following:

CURRENT ORDINANCE:

- (3) *State Trunk Highway 26 (Janesville Avenue)*
- b. 35 miles per hour from a point 0.15 mile south of its intersection with Larsen Road to its intersection with South Fourth Street.

PROPOSED ORDINANCE:

- (3) *State Trunk Highway 26 (Janesville Avenue)*
- b. 35 miles per hour from a point 0.15 miles south of its intersection with Larsen Road to its intersection with Rockwell Avenue.

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.

Pres. of the City Council

ATTEST:

Michelle Ebbert, City Clerk

2 of 2



9-d

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 26, 2019

TO: Planning Commission

FROM: Andy Selle, P.E.

SUBJECT: North Shore Rd - Extraterritorial Review - CSM

Background:

This is a request for a preliminary certified survey map to split a 2.2 Acre parcel from the larger parcel for a home. The zoning remains the same, A1.

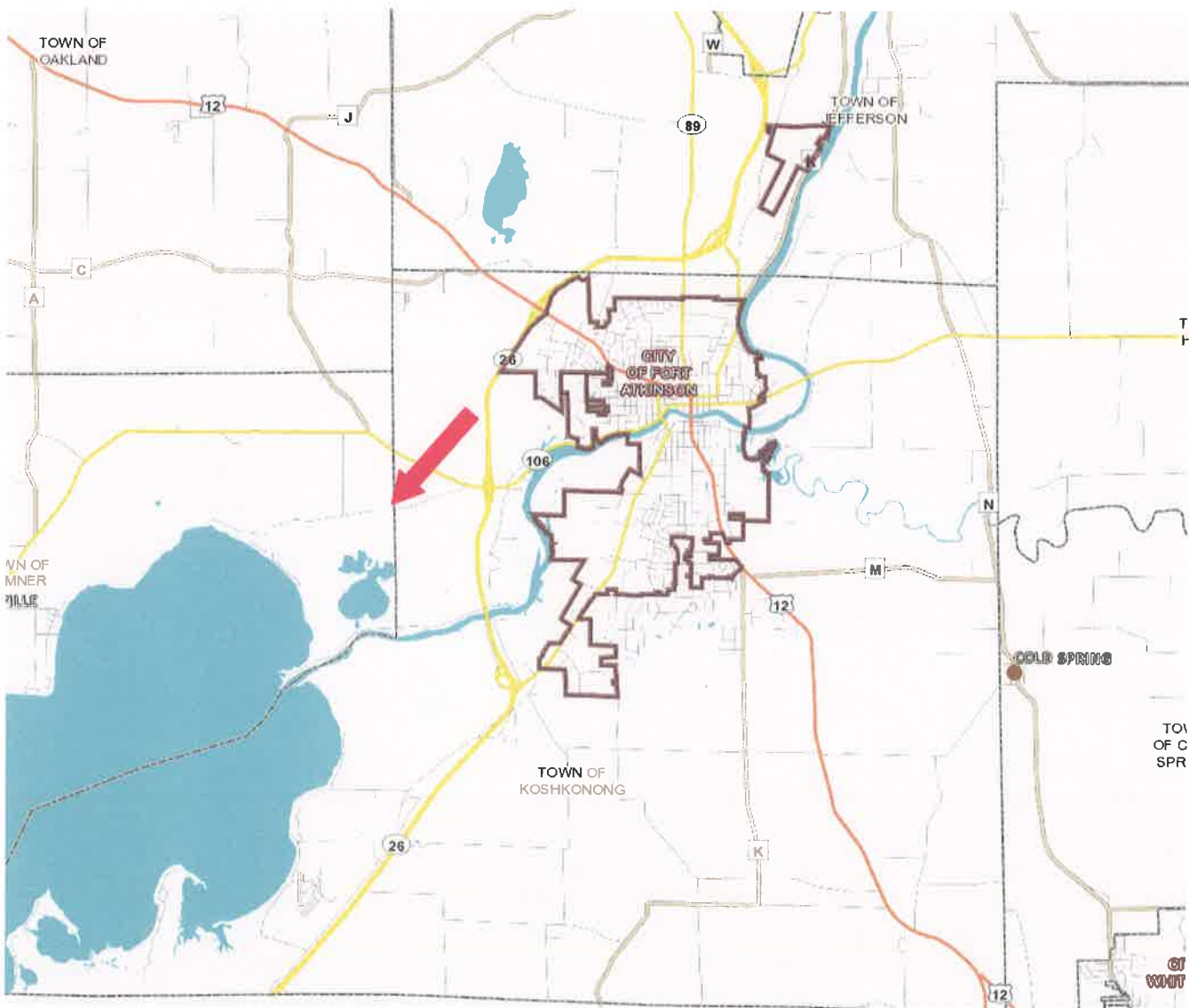


Figure 1: Property location in relation to the City of Fort Atkinson

1 of 7

City Department Reviews:

City departments have reviewed the submittal. The split to a parcel of this size is not ideal to the long term development of the City.

CERTIFIED SURVEY MAP

Part of Government Lot 1 in Section 7, T5N, R14E,
Town of Koshkonong, Jefferson County, WI

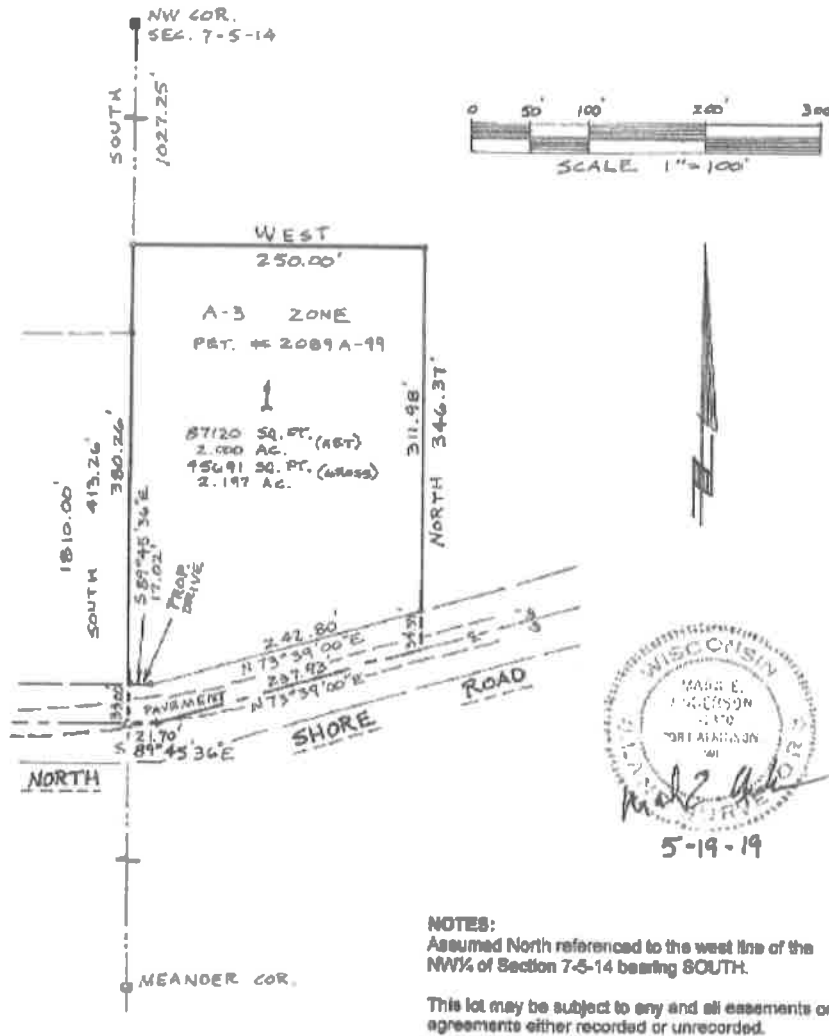


Figure 2: Proposed land division

Recommendation:

Staff recommends approval of the request.

Attachments:

Original Submittal

2 of 7

Leila Carl

Subject: FW: Buckman
Attachments: Buckman1.jpeg; Buckman2.jpeg; Buckman99Prelim.jpeg

From: Mark Anderson [<mailto:andersonlandsurvey@gmail.com>]
Sent: Monday, May 20, 2019 8:47 AM
To: Leila Carl
Subject: Buckman

Leila

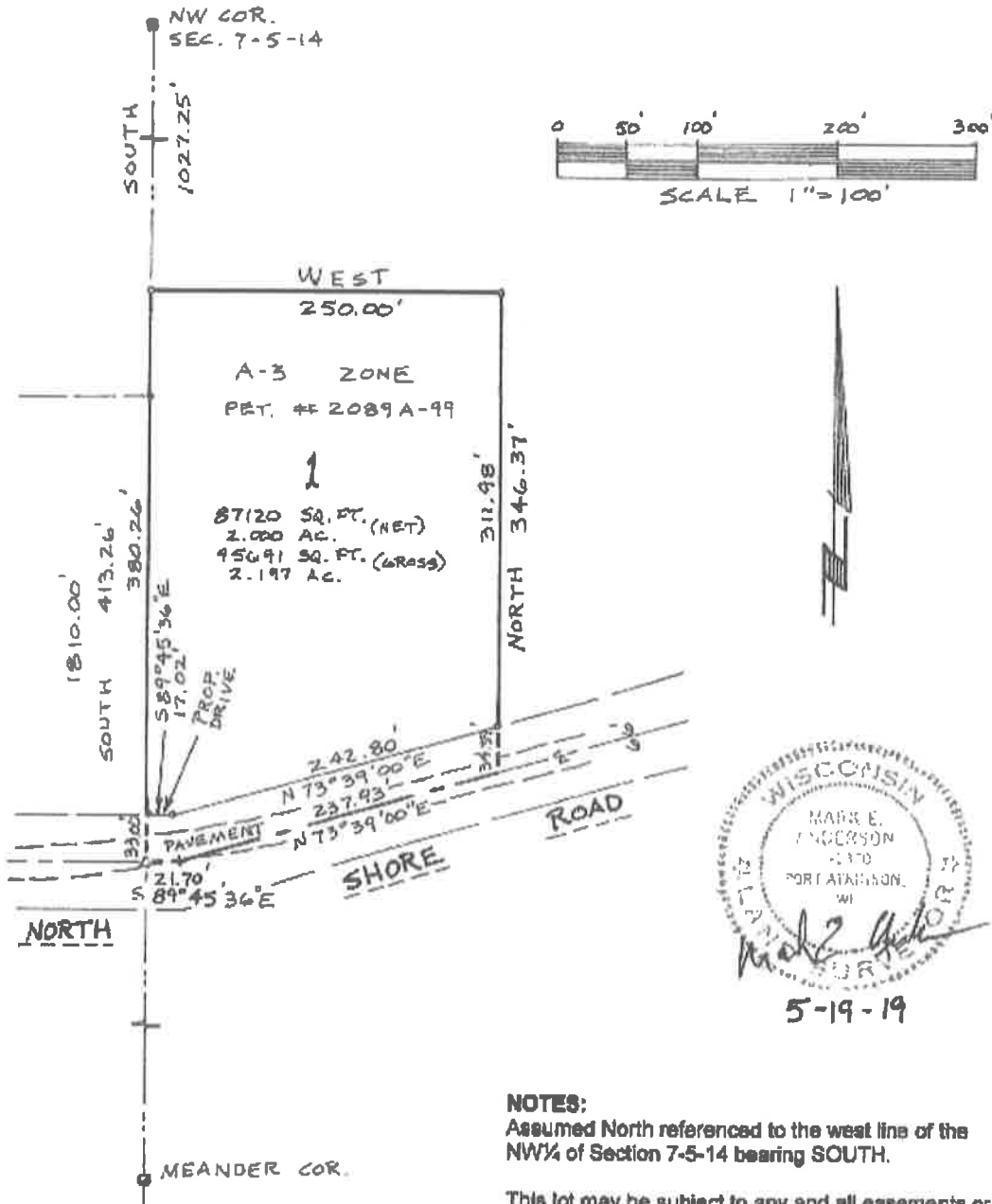
Attached is an extraterritorial that was approved by the Town and County in 1999.
I don't believe it was ever sent to the City.
Please put it on the agenda.

Thanks
Mark

3 of 7

CERTIFIED SURVEY MAP

Part of Government Lot 1 in Section 7, T6N, R14E,
Town of Koshkonong, Jefferson County, WI



NOTES:

Assumed North referenced to the west line of the
NW¼ of Section 7-5-14 bearing SOUTH.

This lot may be subject to any and all easements or
agreements either recorded or unrecorded.

Owner/Subdivider
J&A Buckman Trust
c/o John Buckman
1501 Oxford Drive
Anchorage, AK 99503

- Found 6"x8" Stone monument
- Found 4" Diameter Aluminum Monument
- Found 1½" Iron Pipe
- △ Found MAG Nail
- Set ¾"x18" Iron Rod Weighing 1.50 #/ft.

Sheet 1 of 2

JN 99-31

ANDERSON LAND SURVEYING LLC
W6141 Star School Road, Fort Atkinson, WI 53538

Professional Land Surveyor
Phone (920) 563-8162

4 of 7

CERTIFIED SURVEY MAP

Part of Government Lot 1 in Section 7, T5N, R14E,
Town of Koshkonong, Jefferson County, WI

SURVEYOR'S CERTIFICATE

I, Mark E. Anderson, Professional Land Surveyor, hereby certify that in full compliance with Chapter 236.34, Wisconsin Statutes and the subdivision regulations of Jefferson County and by the direction of John Buckman, this land has been surveyed, divided and mapped under my responsible direction and supervision; that such survey correctly represents all exterior boundaries and the division of the land surveyed; and is part of Government Lot 1 in Section 7, T5N, R14E, Town of Koshkonong, Jefferson County, Wisconsin to-wit:

Commencing at the NW corner of said Section 7; thence SOUTH, along the west line of the NW¼ of said Section 7, 1027.25 feet to the point of beginning; thence continue SOUTH, along said west line, 413.26 feet to the centerline of North Shore Road; thence S89°45'36"E, along said centerline, 21.70 feet; thence N73°38'00"E, along said centerline, 237.93 feet; thence NORTH, 346.37 feet; thence WEST, 250.00 feet to the point of beginning, containing 2.197 acres and subject to a road right of way across the southerly 33 feet.

Date 5-19-19


Mark E. Anderson
Professional Land Surveyor, S-1370



Approved by the City of Fort Atkinson.

Date _____

Michelle A. Ebbert, City Clerk

Approved by the Town of Koshkonong.

Date _____

Authorized Signature

Approved by the Planning and Zoning Committee of Jefferson County.

Date _____

Authorized Signature

587

JEFFERSON COUNTY

PRELIMINARY REVIEW FOR CERTIFIED SURVEY

A division of land located in the NW 1/4 of the NW 1/4 of section 7, township 5 north, range 14 east, town of Koshkonong, Jefferson County, Wisconsin.

Date submitted May 18, 1999

Owner Howard Buckman

W7170 North Shore Drive

Address Fort Atkinson, WI 53538

Phone # 563-5720

Surveyor WOODMAN & ASSOCIATES, S.C.

210 Madison Avenue

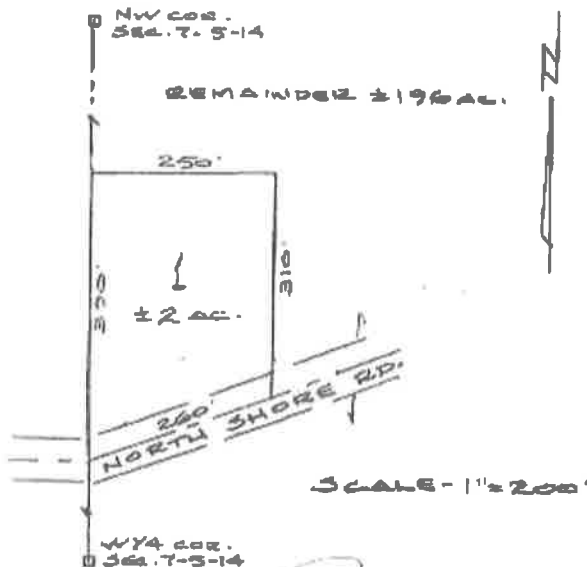
Address Fort Atkinson, WI 53538

Phone # 563-8162

Intent and description of parcel to be divided:

An approximately 2 acre parcel to be created as a residential building site for Mr. Buckman's son. This land is all Class 4 Agricultural and has suitable soils for a septic system.

Sketch of proposed division:



NOTE: Area and dimensions of this proposed lot are approximate only and in most cases will vary from the final survey data.

*Just before December
evaluation.*

Town Board approval *R. P. Shurt*

Date 6-5-99

Zoning Office approval *[Signature]*

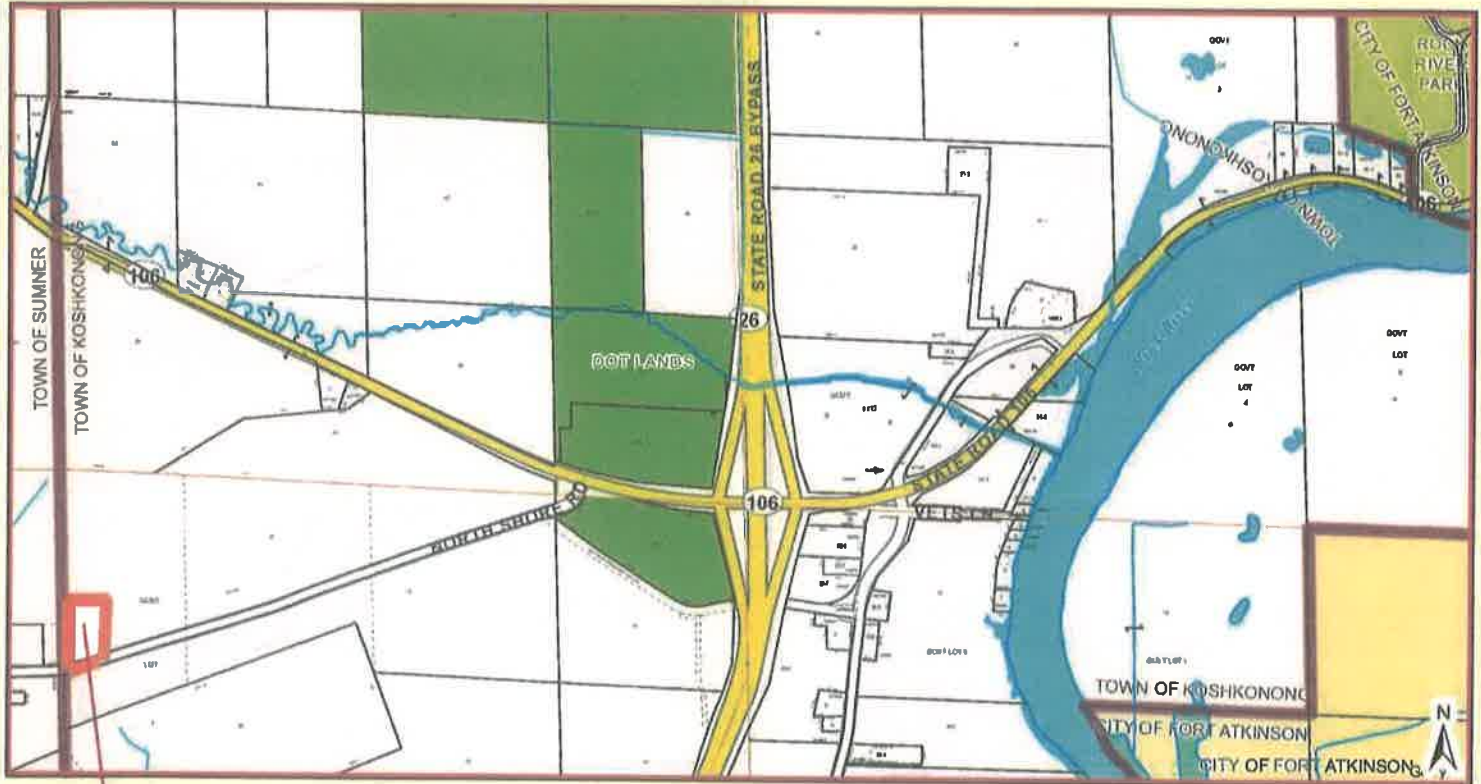
Date 8-24-99

Submit two copies for each survey to:

Survey Review
Jefferson County Zoning Administrator
Courthouse
Jefferson, WI. 53549 (Phone 674-2500)
674-7130

Fee paid \$

Jefferson County Land Information



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

Jefferson County Geographic Information System

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

870 435 0 870 Feet
1 inch = 1,000 feet

Printed on: May 20, 2019

Author: Public User

PROPERTY LOCATION

7 of 7

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 20, 2019

TO: Planning Commission

FROM: Andy Selle, P.E.

SUBJECT: CSM and Zero Lot Line 304/306 Highland

Background:

The owner of the lot at the above address asked to create a zero lot line to sell the property as two separate parcels. It requires approval of a conditional use for the zero lot split as well as approval of the CSM.



Figure 1: Existing aerial of the property

City Department Reviews:

All City departments have reviewed the submittal. Only those with comments are noted below.

Zoning Department: A maintenance agreement was provided for the common wall between the houses which will be recorded with the deed on each property. It was reviewed and found sufficient.

Water Department: Two shutoffs to each parcel exist and the lateral does not travel through adjacent property. There is only a single tap to the main, which is not ideal but remains on the public side.

Wastewater Department: A clause must be added in the maintenance agreement to be recoded on the deed of each property that the common portion of the sanitary lateral between the main and the split is the responsibility of both parcel owners for future maintenance and replacement.

Recommendation:

Staff recommends approval of the Conditional Use to split the parcel into two separate lots with a zero lot line, conditioned on the confirmation of registration of the CSM and Maintenance Agreement with the Jefferson County Register of Deeds.

Attachments:
Original submittal

**J&J ENTERPRISES - HEDRICK LLP
PO BOX 158
FORT ATKINSON, WI 53538**

June 13, 2019

City of Fort Atkinson
ATTN: Andy Selle, City Engineer
101 North Main Street
Fort Atkinson, WI 53538

***RE: 304 and 306 E. Highland Avenue, Fort Atkinson, WI
PIN: 226-0514-1031-048***

Dear Mr. Selle:

I am the managing Partner for J&J Enterprises – Hedrick LLP, owner of the property described as part of Lot 49 of CSM 5835 and known as 304 and 306 E. Highland Ave, Fort Atkinson, WI. The PIN for this property is 226-0514-1031-048.

I have attached a copy of a Maintenance Restriction for the firewall separating the current duplex. It is my understanding that you will be able to use the plot plan for the building permit for the duplex as the preliminary drawing for this request. We are requesting that the City grant a conditional use permit to create a zero lot line dwelling on the above-referenced property so we can sell the two housing units separately. We will have Anderson Land Surveying, LLC prepare a survey once the zero lot line request is approved.

Please place this request on the Agenda for the next City Planning Commission meeting and notify me of the date and time of the meeting.

Please contact me if you have any questions regarding this matter. Thank you for your assistance.

Sincerely,

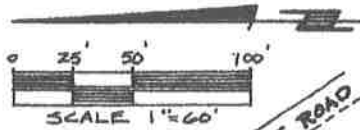
James Hedrick
Managing Partner of J&J Enterprises – Hedrick LLP

Enclosures

3 of 8

CERTIFIED SURVEY MAP

Lot 1, C.S.M. # 5835 recorded in Volume 33 Certified Survey Maps of Jefferson County at pages 179 and 180 as Document #1391277 being part of Lot 49, FIRST ADDITION TO HIGHLAND HEIGHTS in the NE¼ of the SW¼ in Section 10, T5N, R14E, City of Fort Atkinson, Jefferson County, WI



6-5-19

- Found 4" Diameter Aluminum Monument
- Found 2 ½" Iron Pipe
- Found 1 ½" Iron Rod
- Found ¾" Iron Rod
- ✱ Set ¾"x18" Iron Rod Weighing 1.50 #/ft.

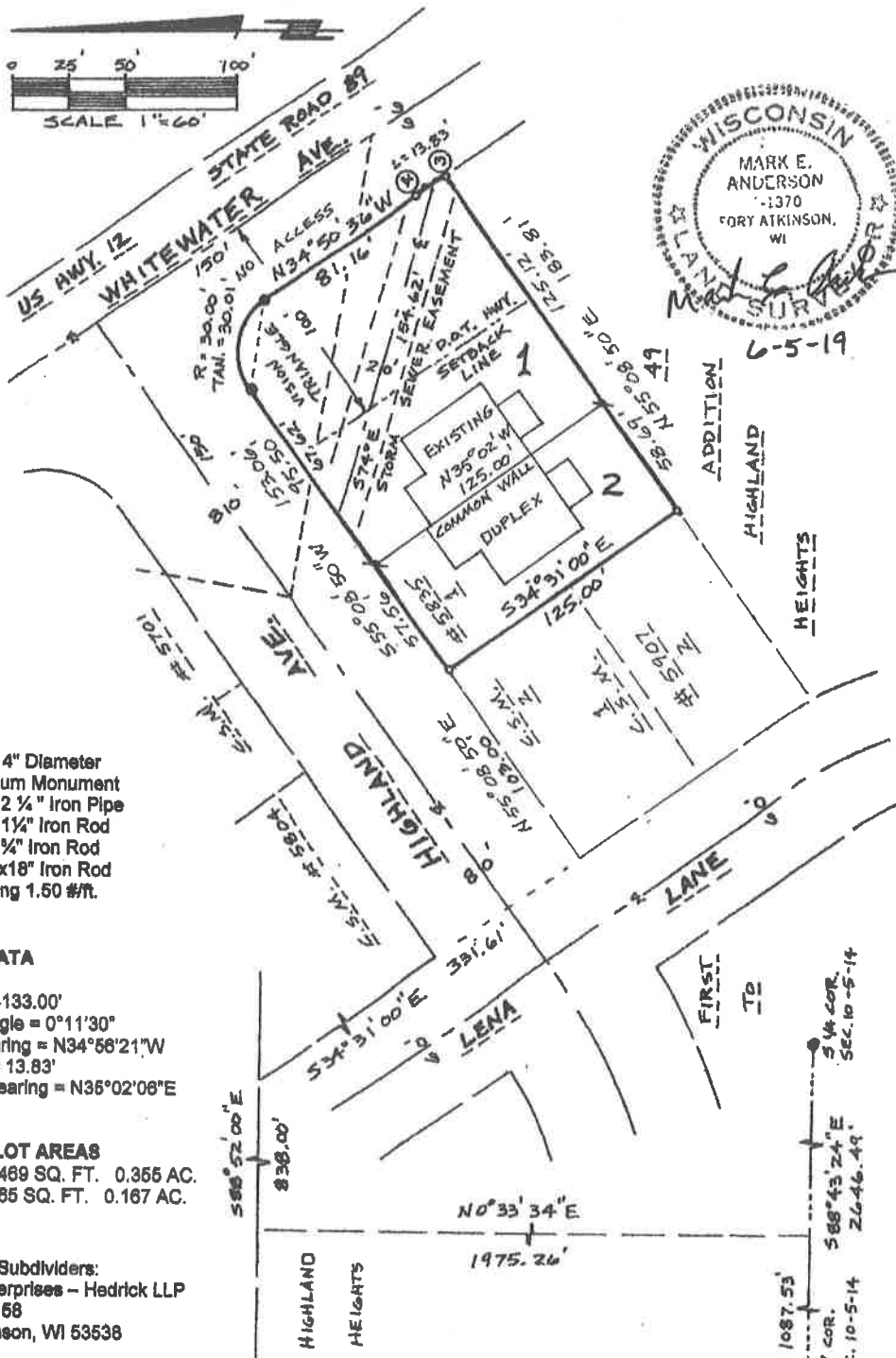
CURVE DATA

Curve 3-4
 Radius = 4133.00'
 Central Angle = 0°11'30"
 Chord Bearing = N34°56'21"W
 Distance = 13.83'
 Tangent Bearing = N35°02'08"E

LOT AREAS

- 1 15489 SQ. FT. 0.355 AC.
- 2 7285 SQ. FT. 0.167 AC.

Owners/ Subdividers:
 J & J Enterprises - Hedrick LLP
 PO Box 158
 Fort Atkinson, WI 53538



Sheet 1 of 2

JN15-38C

ANDERSON LAND SURVEYING LLC
 W6141 Star School Road, Fort Atkinson, WI 53538

Professional Land Surveyor
 Phone (920) 563-8162

4 of 8

CERTIFIED SURVEY MAP

Lot 1, C.S.M. # 5835 recorded in Volume 33 Certified Survey Maps of Jefferson County at pages 179 and 180 as Document #1391277 being part of Lot 49, FIRST ADDITION TO HIGHLAND HEIGHTS in the NE¼ of the SW¼ in Section 10, T5N, R14E, City of Fort Atkinson, Jefferson County, WI

NOTES:

Assumed North referenced to the south line of the SW¼ of Sec. 10-5-14 bearing S88°43'24"E.

These lots may be subject to any and all easements or agreements either recorded or unrecorded.


These lots created in accordance with a CONDITIONAL USE PERMIT TO CREATE A ZERO LOT LINE DWELLING conditionally granted by the City of Fort Atkinson.

Within the vision triangle, no object over 2.5' in height above the roadbed shall be allowed if it obstructs the view across the triangle.

SURVEYOR'S CERTIFICATE

I, Mark E. Anderson, Professional Land Surveyor, hereby certify that in full compliance with Chapter 236.34, Wisconsin Statutes and the subdivision regulations of City of Fort Atkinson and by the direction of Jim Hedrick this land has been surveyed, divided and mapped under my responsible direction and supervision; that such survey correctly represents all exterior boundaries and the division of the land surveyed; and that this land is Lot 1, C.S.M. # 5835 recorded in Volume 33 Certified Survey Maps of Jefferson County at pages 179 and 180 as Document #1391277 being part of Lot 49, FIRST ADDITION TO HIGHLAND HEIGHTS in the NE¼ of the SW¼ in Section 10, T5N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin containing 22734 square feet.

Date 6-5-19


Mark E. Anderson
Professional Land Surveyor, S-1370



Approved by the City of Fort Atkinson.

Date _____

Michelle A. Ebbert, City Clerk

MAINTENANCE RESTRICTION

DOCUMENT NUMBER

DOCUMENT NAME

RE: J&J Enterprises - Hedrick LLP

Legal description:

Lots 1 and 2 of CSM #5835 recorded in Volume 33 Certified Survey Maps of Jefferson County, Pages 179, as Document #1391277, on December 8, 2017 (formerly known as part of Lot 49, First Addition to Highland Heights), located in the NE 1/4 of the SW 1/4 in Section 10, T5N, R14E, City of Fort Atkinson, Jefferson County, WI.

Recording area

Return to:

Mary H. Behling
P.O. Box 15
Cambridge, WI 53523

226-0514-1031-048

Parcel Identification Number(s)

MAINTENANCE RESTRICTION

THIS RESTRICTION, placed upon the above-described property, entered into this ____ day of June, 2019, by J&J Enterprises – Hedrick LLP, a Wisconsin Limited Liability Partnership (hereinafter “J&J”).

WHEREAS, J&J is the owner of the land and building located at 304 and 306 E. Highland Ave., Fort Atkinson; and

WHEREAS, J&J desires to have the City of Fort Atkinson Planning Commission create a zero lot line dwelling on the above-described existing lot such that J&J can sell the residences located on Lots One and Two to separate third parties (hereinafter referred to as “Lot One” and “Lot Two”); and

WHEREAS, the building located on said real estate has a firewall dividing said building into two residences;

NOW, THEREFORE, for good and valuable consideration, a Restriction is placed on said building as follows:

1. The owners of Lot One shall maintain the firewall on the side facing the residence located on Lot One.
2. The owners of Lot Two shall maintain the firewall on the side facing the residence located on Lot Two.
3. The owners of Lot One and Lot Two shall be prohibited from taking down said firewall and from altering it from its current state.
4. Maintenance, repair and/or replacement of the firewall shall be at the respective Lot owners' cost and responsibility.
5. This Restriction shall be recorded in the Jefferson County Register of Deeds Office.
6. This Restriction is intended to be a covenant running with the land and it inures to the benefits of the parties hereto, their heirs, assign and successors in interest.

J&J Enterprises – Hedrick LLP, By:

DATED: _____

James Hedrick, Managing Partner

STATE OF WISCONSIN)
) ss
COUNTY OF _____)

Personally came before me this ____ day of _____, 2019, the above-named **James Hedrick**, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public/State of Wisconsin
My commission expires: _____

This document drafted by:
BEHLING LAW OFFICE
Attorney Mary H. Behling
State Bar #01005733
PO Box 15, Cambridge, WI 53523
608-423-3286

7 of 8

EXHIBIT A
Maintenance Restriction

Legal Description

J&J Enterprises – Hedrick LLP

Former PIN: 226-0514-`031-048

Current PINs: _____ and _____

Lots 1 and 2 of CSM #5835 recorded in Volume 33 Certified Survey Maps of Jefferson County, Page 179, as Document #1391277, on December 8, 2017 (formerly known as part of Lot 49, First Addition to Highland Heights), located in the NE ¼ of the SW ¼ in Section 10, T5N, R14E, City of Fort Atkinson, Jefferson County, WI.

8 of 8



9-F

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 26, 2019

TO: Planning Commission

FROM: Andy Selle, P.E.

SUBJECT: McIntyre Rd - Extraterritorial Review – CSM

Background:

This is a request for a preliminary certified survey map to split a 37 Acre parcel from the larger parcel. The zoning remains the same.

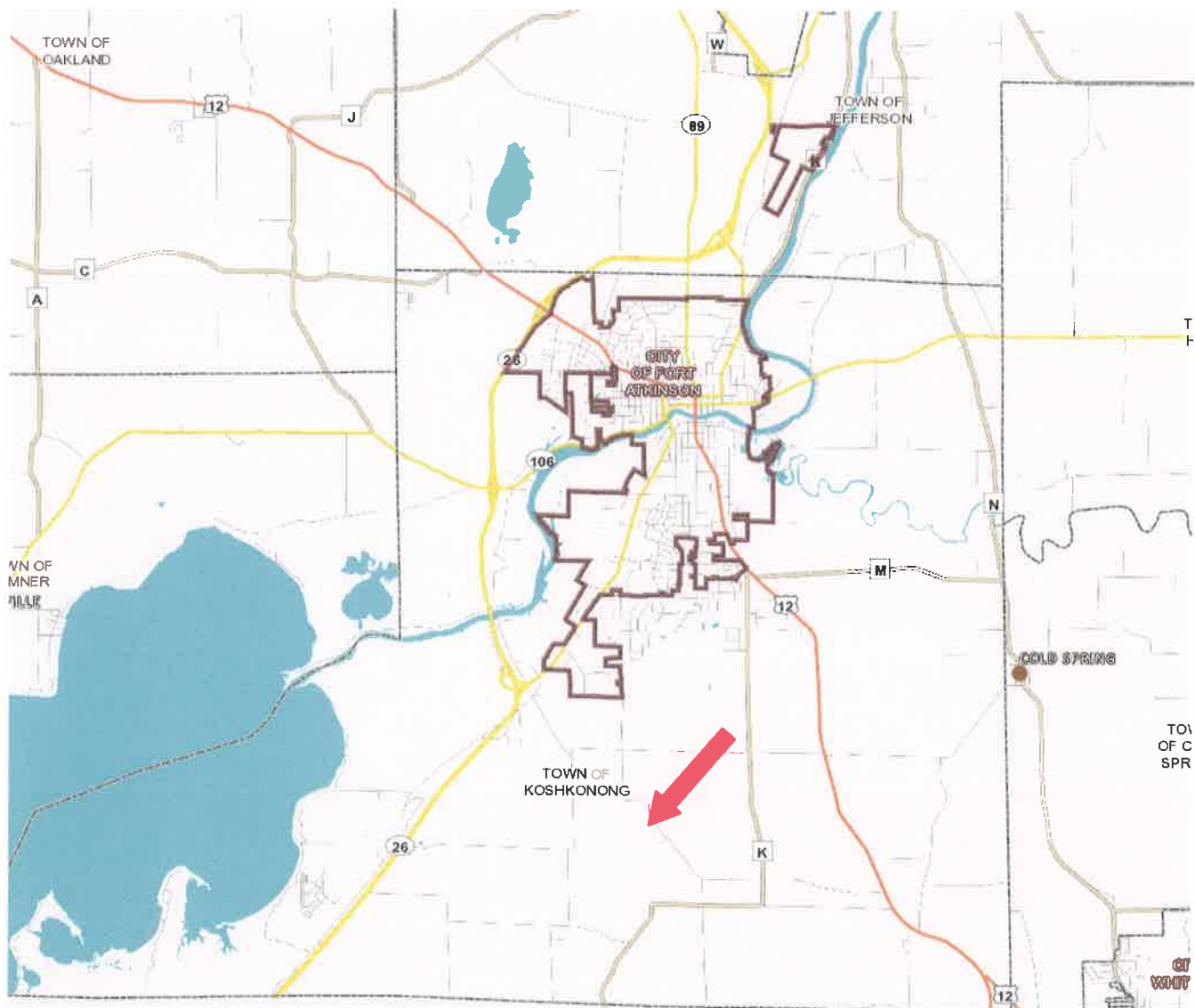


Figure 1: Property location in relation to the City of Fort Atkinson

1 of 6

City Department Reviews:

City departments have reviewed the submittal without comments.



Figure 2: Proposed land division

Recommendation:

Staff recommends approval of the request.

Attachments:

Original Submittal

2 of 6

Leila Carl

From: Mark Anderson <andersonlandsurvey@gmail.com>
Sent: Thursday, June 20, 2019 6:50 AM
To: Andy Selle; Matt Trebatoski; Leila Carl
Subject: Hartwig Extraterritorial
Attachments: EPSON185.PDF

Jon Hartwig is starting to sell his dairy farm to his son. He is starting with the minimum 35 acre lot with the house and buildings.

Attached is a copy of the Preliminary. It is an allowed 35 acre minimum division in an A-1 zone. There will be no zoning change.

The County is requiring a CSM because it does not follow existing 40 lines. The Town has signed off without any meetings because it is an allowed division that could have been done with a Plat of Survey and legal description.

Since it will be a CSM the City needs to sign the map. It starts about 1 mile from the south Industrial Park and goes to over 1 1/2 mile Plan Commission limit..

They are working on an FSA loan and time is a factor.

I am working on the final CSM map.

Please let me know your thoughts and timeline.

Thanks
Mark

**JEFFERSON COUNTY
PRELIMINARY REVIEW FOR CERTIFIED SURVEY**

A division of land located in the NE ¼ and SE ¼ of the NW ¼ and SW ¼ of the NE ¼ of Section 28, Town 5 N, Range 14 E, Town of Koshkonong, Jefferson County, Wisconsin, on Parcel Number(s) 016-0514-2821-000, 2824-000, 2813-000

Date Submitted: June 11, 2019

Revised: _____

Owner: J&T Hartwig Management Trust c/o Jon Hartwig

Address: NB15 McIntyre Road

City, ST Zip: Fort Atkinson, WI 53538

Phone: 920-723-3411

Surveyor: Anderson Land Surveying LLC

Address: W6141 Star School Road

City, ST Zip: Fort Atkinson, WI 53538

Phone: 920-563-8162

- ☐ Rezoning
- ☒ Allowed Division within an existing Zoning District
- ☐ Survey of Existing Parcel

Note to be placed on final CSM

Petition # NA Zoning A-1

Check for subsequent zoning changes with Jefferson County Planning and Zoning Department.

In addition to the info required by Section 236.34 of State statutes, Sec 15.04(f) of the Jefferson County Land division/Subdivision Ordinance requires that the following be shown:

- Existing buildings, watercourses, drainage ditches and other features pertinent to the proper division.
- Location of access to a public road, approved by the agency having jurisdiction over the road.
- All lands reserved for future public acquisition.
- Date of the map
- Graphic Scale

Intent and Description of Parcel to be Divided: Create a 37 acre more or less (gross) lot with existing house and farm buildings for a sale to his son.

SEE SHEET 2 • Access for remaining A 13

• Parcel needs to be over 35 ac for animal units & ATCP 51 facility

NOTE: Areas and dimensions on this Preliminary are approximate only and in most cases will vary from the Final survey data.

Town Board Approval

(Includes Access approval if applicable)

Date 6-17-19

County Highway Approval

(If applicable)

Date _____

Extraterritorial Approval

(If applicable)

Date _____

County Surveyor Approval

Date _____

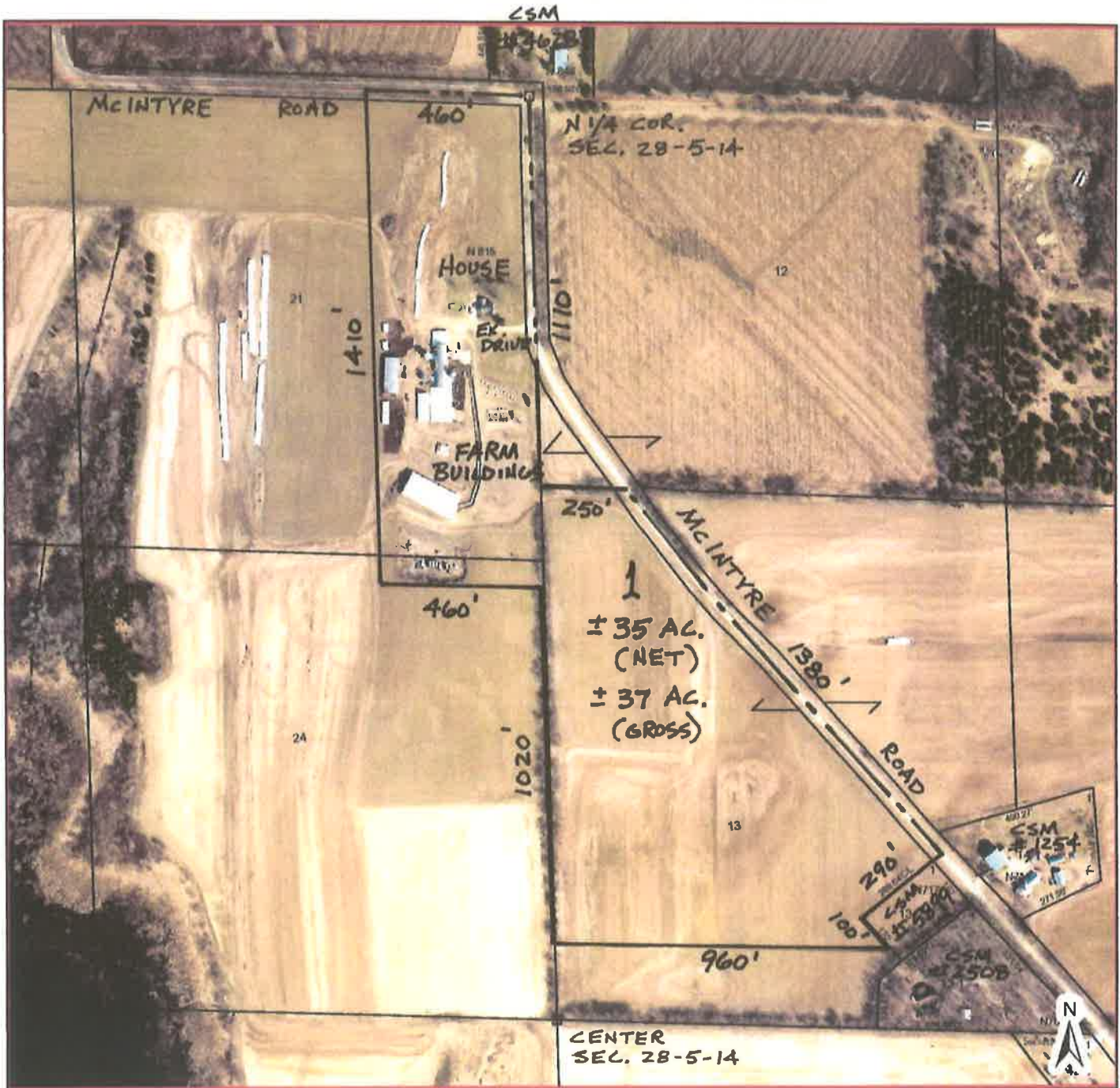
Zoning Office Approval

Date 6/19/19

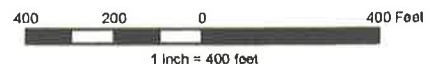
Please submit four copies to Jefferson County Planning & Zoning, 311 S Center Ave. Room 201, Jefferson, WI 53549

19-31

Jefferson County Land Information



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



6/20/2019

Parcel Information - Jefferson County

Parcel Number : 016-0514-2821-000 MAP

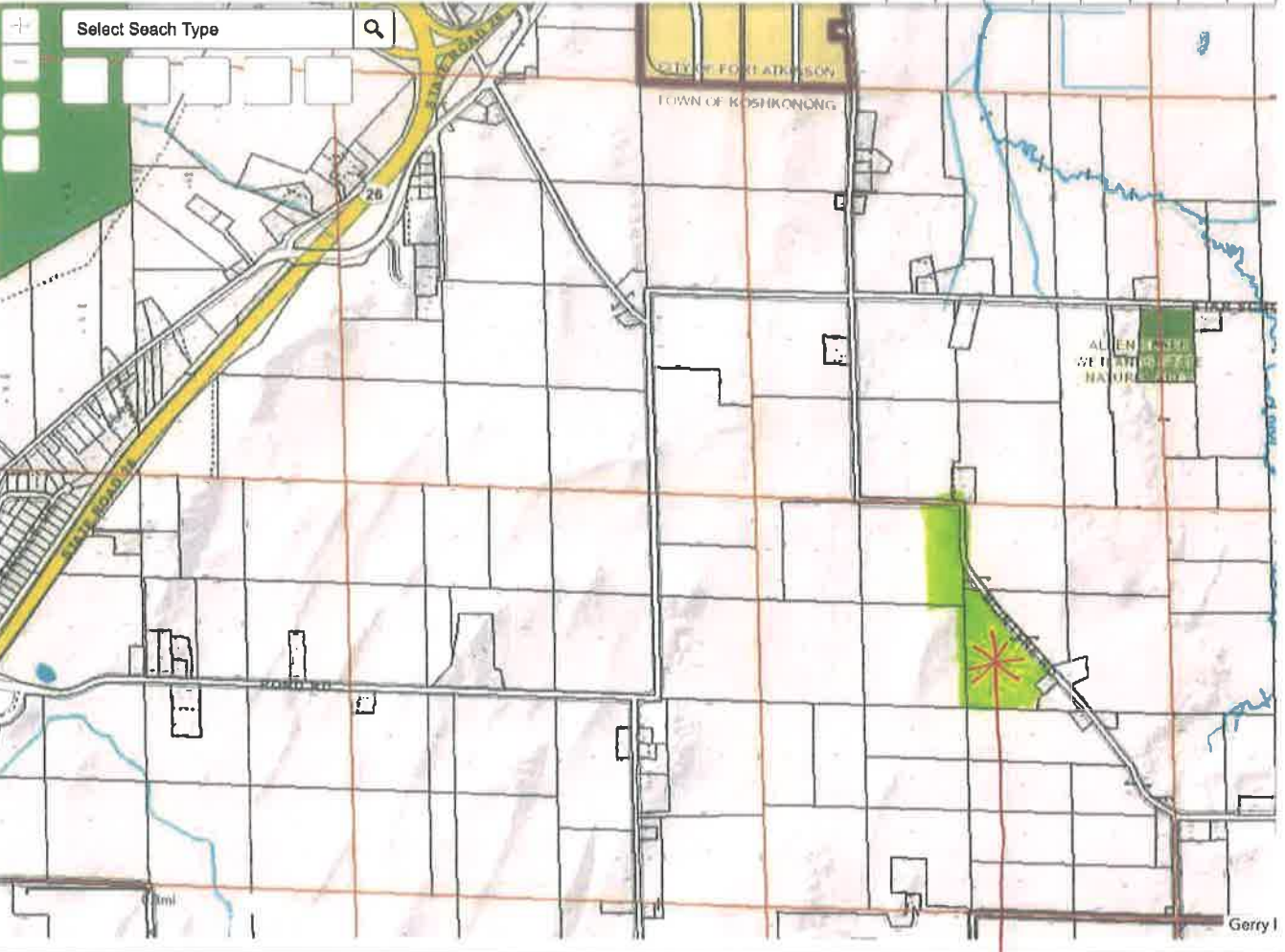
Data Updated : June 20, 2019 8:00am

Parcel S **Display Map - Parcel Number - 016-0514-2821-000**

PA
Munic
State
Town
Range
Section
Quarter
ID
PA
Last M
HARV
PA
Address
N815 N
B I
Name
Street
City S
Z O
Zone
PR
Acres
40.00
BR
NE1/4

Jefferson County Wisconsin

Public GIS Viewer



LOCATION OF PROPERTY

6 of 6



10-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 27, 2019

TO: City Council

FROM: Matt Trebatoski, City Manager

SUBJECT: Community Development Investment Grant Development Agreement

Background:

As you know, the city applied for and was awarded a \$250,000 Wisconsin Economic Development Corporation (WEDC) Community Development Investment (CDI) grant to assist Logan JS, LLC, DBA Black Hawk Senior Residence in renovating and expanding their business downtown.

The city is essentially the intermediary for the state and the developer for the administration of the CDI grant contract and the pass-through of grant funds.

The contract between the city and WEDC has already been executed (attached), and is pending the approval of a development agreement between the city and Logan JS, LLC.

Discussion:

The City Attorney and I have prepared a development agreement that we feel sufficiently protects the city from financial liability or harm related to the grant. Andrew P. Logan has reviewed and signed the agreement on behalf of Logan JS, LLC (Black Hawk Senior Residence).

Financial Analysis:

There will be no direct costs to the city. Only limited staff time will be spent administering the CDI contract. An independent CPA will be hired to conduct an audit of the grant, but this will be reimbursed by the developer.

Recommendation:

This project has the potential to increase the value of two downtown properties, reduce vacant commercial space on Main Street, and make the Black Hawk Senior Residence a more viable business as a result of the improvements.

City staff recommends approving the development agreement with Logan JS, LLC for the CDI grant.

Please contact me if you have any questions.

1 of 21

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this _____ day of _____, 2019, by and between the **City of Fort Atkinson, Wisconsin**, a Wisconsin municipal corporation (the "City") and **Logan JS, LLC** DBA Black Hawk Senior Residence, a community based residential facility, ("Black Hawk").

RECITALS

The City and Black Hawk acknowledge the following:

A) Black Hawk operates a community based residential facility for senior citizens at 1 West Milwaukee Avenue, Fort Atkinson, Wisconsin (PIN 226-0514-0414-010) and 210-214 South Main Street, Fort Atkinson, Wisconsin (PIN 226-0514-0414-011). Said property is located in Jefferson County, Wisconsin and shall be referred to hereafter as the "Black Hawk".

B) Black Hawk intends to renovate the facility and will include specific interior and exterior building renovations.

See Exhibit A attached hereto which is narratives of Black Hawk's plans for the facility renovations.

C) Said improvements (hereinafter "the Improvements"), are expected to result in the removal of blight, enhancement of the tax base, and increase in employment in downtown Fort Atkinson. The City has determined that the removal of blight and the renovation of the property will also benefit the community through the improvement of an important and highly visible part of Main Street/Milwaukee Avenue, which will stimulate other economic activity in the area.

D) The City desires to assist in the redevelopment of this important downtown property through the application for and acquisition and administration of a \$250,000.00 grant through the Community Development Investment Grant Program (CDI) administered by the Wisconsin Economic Development Corporation (WEDC).

2 of 21

- E) The City and Black Hawk agree to perform the obligations in connection with the above in accordance with the terms of this Agreement.

AGREEMENTS

1. Contingencies.

(a) Governmental Approvals. The parties acknowledge that the City cannot contract away its governmental powers and that certain approvals may require issuance by or cooperation from government bodies external to the City. The parties also acknowledge that, to be able to develop, construct and operate the property as intended, Black Hawk must obtain certain governmental approvals. The City will use its best good faith efforts to grant and/or obtain all necessary governmental approvals on a timely basis. All rights and obligations of the City and Black Hawk under this Agreement are contingent upon final approval by all governmental bodies with jurisdiction over all approvals necessary to facilitate the development.

(b) Project Financing. The parties acknowledge that Black Hawk must obtain financing for the completion of the Improvements. Accordingly, all rights and obligations of Black Hawk under this Agreement are contingent upon Black Hawk's ability to secure financing.

(c) Mediation. If the status of a contingency is disputed by either party, the parties agree to try mediation to resolve the disputed contingency. If mediation is unsuccessful, the parties may pursue all legal remedies. The parties stipulate that Jefferson County, Wisconsin is the proper venue for any litigation arising out of this agreement.

2. City Obligations.

(a) Governmental Approvals. The City will, in good faith, and expeditiously, process all necessary municipal approvals to permit the development.

(b) Grant Application. The City has applied for a \$250,000 grant from the WEDC to assist with the project. The City will administer the grant pursuant to the CDI Contract if approved.

(c) Reimbursement from WEDC. Upon completion of all of the Improvements and compliance with the CDI Contract, the City shall promptly request reimbursement from WEDC for the approved reimbursement amount(s), not to exceed \$250,000. Upon receipt of the CDI Program Grant reimbursement, and successful audit by an independent C.P.A. (per Par. 3c), the City will promptly reimburse Black Hawk for the approved amount of the CDI Program Grant from WEDC, not to exceed \$250,000.

3. Black Hawk Obligations.

(a) Development. Black Hawk shall complete, or cause to be completed, the Improvements on or before 12/31/2020.

(b) Taxable Property. Black Hawk agrees, for a period commencing on the date hereof and extending until the tenth anniversary of the date hereof, not to convey or transfer the property to a third party that would render the property tax exempt, without the City's written consent. The City shall have the option to record an abstract portion of this agreement with the Register of Deeds of Jefferson County, Wisconsin.

(c) Reimbursement from WEDC. Black Hawk agrees to assist the City in the preparation and completion of all reimbursement requests and reports required by WEDC and the State, and to provide any necessary documentation to the City that may be required by WEDC in order to submit the reimbursement request for the CDI Program Grant.

Black Hawk agrees to reimburse the City for engagement of an independent certified public accountant to perform procedures and determinations required by WEDC under the CDI contract (not expected to exceed \$8,000.00).

(d) Failure to Construct and Operate Facilities. In the event that Black Hawk does not complete, or cause to be completed, the Improvements, the City shall have no obligation to make payment to Black Hawk, or if payments have been made, Black Hawk shall immediately repay the City all funds previously paid to them under this Agreement on or before 12/31/2020.

(e) Agreement between WEDC and the City of Fort Atkinson. Attached hereto and incorporated herein as Exhibit "B" is a copy of an agreement between the Wisconsin Economic Development Corporation (WEDC) and the City. Said agreement imposes upon the City certain requirements before any monetary sums can be released from WEDC. Black Hawk agrees to promptly assist the City in providing the information required by said agreement so that the grant funds may be released. Likewise, in the event of default under said agreement, Black Hawk agrees to reimburse to the City all monetary sums the City is required to pay back to WEDC. This reimbursement to the City shall be made within thirty (30) days upon demand.

4. Miscellaneous.

(a) Other Agreements. This Agreement is subject to the CDI Contract.

(b) Parties and Interests; Survival of Agreements. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto, and no other person, partnership, association, corporation or entity shall acquire or have any rights or obligations hereunder or by virtue hereof.

(c) Remedies. In the event of a party's default under this Agreement which is not cured within thirty (30) days after written notice thereof to the other party (or such longer time as may be reasonably required so long as a cure is being diligently pursued), the nondefaulting party shall have all rights and remedies available under law or equity with respect to said default, including but not limited to, the right to obtain specific performance, however, if no payments have been made by the City, and Black Hawk has not

completed their obligations hereunder, this Agreement shall be null and void, and of no further force or effect.

(d) Notices. Notice or other communication given pursuant to this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five days following deposit into the United States Mail (certified mail, return receipt requested or first class postage prepaid) addressed to such party at the address set forth below:

To the City: Matthew Trebatoski, City Manager
 101 North Main Street
 Fort Atkinson, WI 53538

To Black Hawk: Andrew Logan
 1 West Milwaukee Avenue
 Fort Atkinson, WI 53538

(e) Assignment of Rights. No party shall assign its rights or responsibilities under this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed.

(f) Amendment. No modification, alteration, or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

(g) Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

(h) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

(i) Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions

or in all jurisdictions, or in all cases because it conflicts with any other provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2019.

CITY OF FORT ATKINSON

BY _____
Matthew Trebatoski
City Manager

BY _____
Michelle Ebbert
City Clerk

BLACK HAWK SENIOR RESIDENCE

BY  _____
Logan JS, LLC
Andrew P. Logan

This document prepared by:
David R. Westrick, City Attorney
WI SBN 01021165
93 N Main Street
Fort Atkinson, WI 53538
(920)563-5577 / (920)563-3577 fax
drw@rogerswestricklawoffice.com

SECTION A – REDEVELOPMENT NARRATIVES

Attachment #1

Project Description and Impact on Community

- a. *Describe the project, its implementation and the significance of this project to the community.*

The project consists of the following improvements to Black Hawk Senior Residence (established 1991), a State-licensed 38-unit Community Based Residential Facility (CBRF) located at 1 Milwaukee Avenue, West, in downtown Fort Atkinson, as well as an expansion of office and program support services into the contiguous first floor space in 214 S Main Street. Both addresses are under common ownership and are physically contiguous sharing a common wall.

1 Milwaukee Avenue, West:

- 1) The conversion of approximately 4400 square feet of empty restaurant and retail space into six additional assisted living units with common areas for an underserved population, non-ambulatory morbidly obese adults and traumatic brain injuries;
- 2) The complete updating renovation of the 2500 SF empty storefront space at 214 S Main Street so it can become a productive space on Main Street.
- 3) New public ADA bathrooms.
- 4) Replacement of approximately 100 steel and wood residential windows, installed between 1929 and 1991, with energy-efficient vinyl windows;
- 5) Replacement of approximately 9700 sq/ft of membrane roofing installed between 1991 and 1999 with modern, insulated roofing.

214 S Main Street Contiguous With 1 Milwaukee St and under common ownership:

The renovation of this storefront building. This project combines the 214 S Main Street storefront with the 1 Milwaukee Street W building. It is essential to the CBRF business operations for this space to become a contiguous part of those operations by providing much needed management office space. This will free up space in the 1 Milwaukee Street W building now being used by management and make it available for additional CBRF residential operations. This project includes an important historically accurate restoration of the storefront on Main Street. This will rejuvenate the now underused storefront space on Main Street.

- b. *Describe any public/private partnerships developed and the extent to which the applicant can ensure that all of the activities outlined within this application will be undertaken. (e.g., capacity of applicant and partners, conditions of loan agreements, status of development agreements, etc.)*

8 of 21

Attachment #6

2. **Budget Narrative:** A narrative describing each line item included in the project budget.

1 Milwaukee Ave, West

6-unit assisted living renovation (conversion from vacant retail space)

Walls, plumbing, HVAC, windows, electrical, sprinkler.

Common Area Renovation (roofing of outdoor patio into year-round common area)

Walls, plumbing, HVAC, windows, electrical, sprinkler.

Windows/Roof Replacement (energy efficiency and to prevent further rain damage).

Windows and roofing tear/off and replacement only.

214 S Main Street – Contiguous Store Front Office Space

Use and modify the partially empty, underused existing building to provide office space for the expanded Black Hawk operations. The storefront on Main Street will be restored to a design more consistent with the historic fabric of the downtown.

Office Space for CBRF operations: This will provide much needed first floor segregated office space for administrative and management functions for the CBRF. It all also free up existing residential income producing space in the 1 Milwaukee Street building.

9 of 21

CONTRACT # CDI FY19-24597

**COMMUNITY DEVELOPMENT INVESTMENT GRANT AGREEMENT
BETWEEN
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION
AND
CITY OF FORT ATKINSON**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation ("WEDC"), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin Statutes, and the City of Fort Atkinson ("Recipient"). Certain capitalized terms are defined in Section 1 of the Agreement.

WITNESSETH

WHEREAS, the Recipient has submitted an Application to WEDC, requesting funds from WEDC's Community Development Investment Grant Program ("CDI Funds");

WHEREAS, WEDC has determined that the Recipient is an eligible recipient of CDI Funds; and

WHEREAS, in reliance upon the Recipient's Application, WEDC has approved the Recipient for up to Two Hundred Fifty Thousand Dollars (\$250,000) in CDI Funds.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Agreement" means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 21 of this Agreement.

(b) "Application" means the materials submitted by the Recipient to WEDC relating to this allocation of CDI Funds.

(c) "CDI Funds" means the grant monies the Recipient is eligible to receive from WEDC's Community Development Investment grant program in accordance with this Agreement.

(d) "Effective Date" means the date on which this Agreement is fully executed by both parties.

(e) "Eligible Project Costs" means costs for which CDI Funds and Matching Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and Project End Date.

(f) "Ineligible Costs" means costs for which CDI Funds and Matching Funds may not be used, means costs incurred prior to the Project Start Date; costs for acquisition; costs related to grant applications or bid preparation; costs which may be covered by other grant or statutory programs; permits; Phase I and II environmental studies; Lien claims of the Department of Natural Resources and Environmental Protection Agency; performance and payment bonds; contingencies; developer fees; insurance premiums; supplies and the purchase of moveable equipment; signage and advertising; financing fees, interest payments, or the assumption of debt; relocation fees; accounting, legal, appraisal, and architectural fees; mergers and acquisitions; project administration fees, including costs associated with WEDC compliance reporting, schedules of expenditures, and payment requests.

(g) "Leverage" means funding provided for the Project other than CDI Funds, including Matching Funds.

(h) "Matching Funds" means non-CDI funds secured by the Recipient to meet the required 3:1 funding requirement of the CDI Funds under this Agreement. No more than Thirty Percent (30%) of the Matching Funds may consist of other state and/or federal grants. Matching Funds may not be in-kind.

(i) "Project" means the Recipient expanding the Black Hawk Senior Residence facility, a community based residential facility, in accordance with the Recipient's Application and the terms of this Agreement.

(j) "Project End Date" means December 31, 2020, the date by which the Project will be complete and the last day which the Recipient may incur costs against CDI funds and Matching Funds.

(k) "Project Location" means the site or sites at which the Project will take place, specifically 1 Milwaukee Avenue West, Fort Atkinson, Wisconsin.

(l) "Project Start Date" means May 1, 2019, the date on which the Project begins and the Recipient may start incurring costs against CDI Funds and Matching Funds.

(m) "Recipient" means the City of Fort Atkinson.

(n) "WEDC" means the Wisconsin Economic Development Corporation, together with its successors and assigns.

2. CDI Funds. Subject to the terms and conditions set forth in this Agreement, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to Two Hundred Fifty Thousand Dollars (\$250,000) in CDI Funds.

3. Recipient's Obligations. The Recipient will:

(a) Complete the Project as contemplated by the Application and in accordance with the terms of this Agreement.

(b) Use the CDI Funds and Matching Funds for Eligible Project Costs, incurred between the Project Start Date and Project End Date as outlined in the following budget:

USES		SOURCES		TOTAL
Budget Code	Eligible Project Costs	CDI Funds	Private Funds	
0235	Demolition/ Site Clearance	\$0	\$72,156	\$72,156
0237	Site Preparation	\$0	\$16,757	\$16,757
0385	Building Renovations	\$250,000	\$632,369	\$882,369
0260	Building Fixtures	\$0	\$33,600	\$33,600
TOTAL		\$250,000	\$754,882	\$1,004,882

- i. Eligible Project Costs to be applied to CDI Funds for Building Renovations include specifically interior building renovations.
- ii. Eligible Project Costs to be applied to Matching Funds for Demolition/Site Clearance include specifically demolition and environmental.
- iii. Eligible Project Costs to be applied to Matching Funds for Site Preparation include specifically excavation, flatwork and concrete.
- iv. Eligible Project Costs to be applied to Matching Funds for Building Renovations include specifically roofing, new windows, HVAC, interior renovations, construction, electrical, and plumbing.
- v. Eligible Project Costs to be applied to Matching Funds for Permanent Building Fixtures include specifically elevator/lift for residents.

(c) Not use the CDI Funds or Matching Funds for any Ineligible Costs.

(d) Secure Matching Funds from non-WEDC sources sufficient to achieve the 3:1 match requirement of the CDI Funds under this Agreement. Matching funds must equal at least Seven Hundred Fifty Thousand Dollars (\$750,000) in order for the Recipient to obtain the maximum amount of the CDI Funds, and must be documented prior to the final disbursement.

(e) Provide acknowledgement of WEDC's participation in the Project in any signage at the Project Location and any planning and feasibility documents related to the Project.

(f) Provide reports to WEDC as further described in Section 5 of this Agreement, in such form as required by WEDC.

4. Release of Funds. WEDC will release the CDI Funds contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request the CDI Funds in One (1) or more disbursements and each disbursement will be contingent on the following:

(a) The Recipient submitting to WEDC a request for disbursement of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) The Recipient submitting to WEDC a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the previous disbursement of CDI Funds.

(c) The Recipient submitting to WEDC documentation of the Eligible Project Costs incurred against the CDI Funds, and the Recipient submitting to WEDC documentation of the Eligible Project Costs incurred against the Matching Funds, in an amount that is 3:1 of the CDI Funds being requested. Such documentation may include, but not be limited to, purchase orders or invoices.

(d) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(e) The Recipient requesting all CDI Funds no later than March 31, 2021.

5. Reporting. The Recipient shall provide reports to WEDC subject to the following requirements:

(a) Semi-annual performance reports, due according to the Schedule of Reporting set forth in Section 5(b) below, in such form as required by WEDC. The report shall include information required by WEDC to determine Project performance which shall include, at a minimum, a financial overview and narrative summary on the progress of the Project to date, Project expenditures, and the Recipient's progress on achieving the goals related to the following Project-specific metrics:

Metric	Goal*
Taxable Property Value	\$1,800,000
Capital Investment	\$1,004,882
Leverage-Total	\$754,882

* These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(b) Schedule of Reporting:

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Section 6 Below	Schedule of Expenditures	See Section 6 Below
May 1, 2019- October 31, 2019	Semi-Annual Performance Report	January 1, 2020
May 1, 2019 - April 30, 2020	Semi-Annual Performance Report	July 1, 2020
May 1, 2019-October 31, 2020	Semi-Annual Performance Report	January 1, 2021
May 1, 2019-December 31, 2020	Semi-Annual Performance Report	March 1, 2021

(c) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in Recipient's Application. Adverse

impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

6. Schedule of Expenditures. Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

7. Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

8. Remedies in Event of Default.

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period shall in no event be extended more than Ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds disbursed to the Recipient under this Agreement;

(ii) All court costs and attorneys' fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the CDI Funds.

(b) These amounts shall be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice, withhold remaining disbursements of the CDI Funds.

9. Recipient's Warranties and Representations. In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the date of this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material and adverse effect on the Recipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.

(b) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill their obligations under this Agreement.

(c) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(d) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipient to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipient.

(e) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material and adverse effect on the Recipient's ability to comply with this Agreement.

(f) The Recipient has, or will acquire before commencing any work for which they are required, all necessary permits, licenses certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(g) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.

(h) The Recipient and the undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement.

(i) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(j) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for completion of the Project, as identified in the Application and this Agreement.

(k) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(l) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

(m) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

10. Wisconsin Public Records Law. The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-.39, and any successor statutes and regulations.

11. Additional Requirements.

(a) Project Records and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third party conducting Project-related activities on behalf of the Recipient, and the performance reports provided to WEDC. All of the Recipient's financial records shall be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials shall be retained by the Recipient for a period of at least Three (3) years after March 1, 2021.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours' advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement,

whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC within Thirty (30) days of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

12. Conflicts. In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

13. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

14. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.

15. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

16. Limitation of Liability. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

17. Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment shall be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement shall be construed in a manner which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

18. WEDC Not a Joint Venturer or Partner. WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

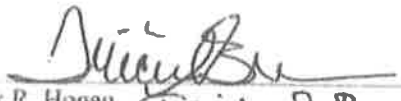
19. Captions. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

20. No Waiver. No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

21. Entire Agreement. This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By:  6.10.19
Mark R. Hogan Tricia R. Braun
Secretary & CFO Deputy Secretary / COO
Date

CITY OF FORT ATKINSON

By:  6/10/19
Matt Trebatoski,
City Manager
Date

Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

City of Fort Atkinson
101 N. Main St.
Fort Atkinson, WI 53538
Attn: Matt Trebatoski

Notices to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed as follows:

Wisconsin Economic Development Corporation
Division of Credit & Risk
P.O. Box 1687
Madison, WI 53701
Attn: Community Development Investment
Contract # CDI FY19-24597

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**EXHIBIT A
REQUEST FOR WEDC PAYMENT**

Award Number: CDI FY19-24597	Rep:	Recipient: City of Fort Atkinson
FEIN #	Request Number:	
Program: Community Development Investment	Award Type: Grant	
Funding Period Covered by this Request From: To:		

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD (see attachment)

Budget Code	Description Line Item	WEDC Funding This Period	+	Matching Funding This Period	=	Total This Period
0235	Demolition/Site Clearance					
0237	Site Preparation					
0385	Building Renovations					
0260	Building Fixtures					
TOTAL:						

- ☐ Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may be lapsed.

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION - Disbursement

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- The Recipient submitting to WEDC a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the previous disbursement of CDI Funds. _____
- The Recipient submitting to WEDC documentation of the Eligible Project Costs incurred against the CDI Funds, and the Recipient submitting to WEDC documentation of the Eligible Project Costs incurred against the Matching Funds, in an amount that is 3:1 of the CDI Funds being requested. Such documentation may include, but not be limited to, purchase orders or invoices. _____
- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. _____
- The Recipient requesting all CDI Funds no later than March 31, 2021. _____

I hereby certify that the expenses reported on this form are in accordance with the terms of the agreement and that complete and accurate records are being kept to substantiate such expenses.

Authorized Recipient Signature

Date

20 of 21

WEDC Division VP or Designee _____

Date _____

WEDC Servicing _____

Date _____

WEDC Controller or Finance Department _____

Date _____

Retain a copy of the completed form for your records and email a copy of the original and documentation to disbursements@wedc.org. The hard copy maybe required to be send upon request.



11-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 17, 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: Rock River Heritage, Inc (Fort Atkinson Club)

Street Location: 211 S Water Street E

Manager of affair: Jill Kessenich

Premises: Fort Atkinson Club main floor and outdoor patio

Name of Event: Americana on the Rock

Date of Event: Friday July 5, 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 Rock River Heritage Inc for use at 211 S. Water Street East for an event scheduled for July 5, 2019 contingent upon having licensed operators and purchasing products from a beverage distributor.

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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: 5-30-19

☐ 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 5PM and ending 10PM 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 THE FORT ATKINSON CLUB (ROCK RIVER HERITAGE, INC.)

(b) Address 211 S. WATER ST. E. FORT ATKINSON, WI 53538
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized JULY 6, 2012

(d) If corporation, give date of incorporation JULY 28, 2012

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

(f) Names and addresses of all officers:

President RACHEL NELAN 222 S. MAIN ST.

Vice President COLE JONES 401 ROCK RIVER LN.

Secretary JAMES VANCE 79 N. MAIN ST.

Treasurer LEE JAHNKE 1227 SHERMAN AVE. W.

} FT. ATKINSON 53538

(g) Name and address of manager or person in charge of affair: JILL KESSENICH, 617 GRANT ST. FORT ATKINSON, WI 53538

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

(a) Street number 211 S. WATER ST. E.

(b) Lot _____ Block _____

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

(d) If part of building, describe fully all premises covered under this application, which floor to cover: _____

3. Name of Event

(a) List name of the event AMERICANIA ON THE ROCK

(b) Dates of event FRIDAY, JULY 5, 2019

DECLARATION

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

Officer [Signature] 14 JUNE 2019
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk 6-17-2019

Date Granted by Council _____

THE FORT ATKINSON CLUB
(Name of Organization)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Reported to Council or Board _____

License No. _____

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11-b

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 21, 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 Area Chamber of Commerce

Street Location: 244 N. Main Street

Manager of affair: Kelley Westphal

Premises: S Water Street Parking Lot / Plaza

Name of Event: Rhythm on the River

Date of Event: August 24, 2019

Named Organization Applies for: Class "B" sale of fermented malt beverages and "Class C" 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 Chamber of Commerce Rhythm on the River for an event scheduled for August 24, 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: 05/30/19

☐ Town of ☐ Village of ☒ 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. Stat.

at the premises described below during a special event beginning 08/24/19 and ending 08/24/19 and agrees to comply with all law, resolution, 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 Fort Atkinson Area Chamber of Commerce

(b) Address 244 N. Main Street
Street

☐ Town ☐ Village ☒ City

(c) Date organized 01/01/1899

(d) If corporation, give date of incorporation

(e) Names and addresses of all officers:

President Ryan Klopocic 1131 Janesville Ave, Fort Atkinson, WI 53538

Vice President Mike Ehlers 730 Madison Ave, Fort Atkinson, WI 53538

Secretary Carrie Chisholm 244 N. Main Street, Fort Atkinson, WI 53538

Treasurer Tammy Garlock 37 Milwaukee Ave. E. Fort Atkinson, WI 53538

(f) Name and address of manager or person in charge of affair:

Kelley Westphal 244 N. Main Street Fort Atkinson, WI 53538

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

(a) Street number S. Water Street- same location as previous years

(b) Lot Front of Patio/Plaza Block

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

(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 Rhythm on the River 2019

(b) Dates of event Saturday, August 24th, 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 Carrie Chisholm 6.18.19
(Signature/date)

Officer [Signature] 6/18/19
(Signature/date)

Date Filed with Clerk 6-21-19

Date Granted by Council

Fort Atkinson Chamber of Commerce
(Name of Organization)

Officer Tammy Garlock
(Signature/date)

Officer [Signature] 6.18.19
(Signature/date)

Date Reported to Council or Board 7-2-19

License No.

2 of 2



11-c

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 28, 2019

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. Christopher S Barry | Rock River Lanes |
| 2. Alyssa C Grabbert | Country Inn & Suites |
| 3. Tiffany L Reysack | Country Inn & Suites |
| 4. Chryssa M Tipton | Stop-n-Go Madison Ave |
| 5. Michael Abraham-Mitchell | Lions Quick Mart |
| 6. Jorge L Alvizar | Stop-n-Go Janesville Ave |
| 7. Brian L Gundrum | Pizza Hut |
| 8. Melissa Schultz | Mr Brew's Taphouse |
| 9. Todd A Williams | Kwik Trip |

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