



**AGENDA
CITY COUNCIL MEETING
MUNICIPAL BUILDING COUNCIL CHAMBERS
101 N. MAIN STREET, FORT ATKINSON, WISCONSIN
AUGUST 6, 2019 ~ 7:00 P.M.**

1. Call meeting to order.
2. Roll call.
3. Approval of minutes of July 16, 2019 regular Council meeting.
4. Public Hearings

None.
5. Public Comment
6. Petitions, Requests and Communications
 - a. Notification from Bird City Wisconsin of City being designated as a Bird City.

Action – Accept.
7. Resolutions and Ordinances
 - a. Ordinance designating five parking stalls in Lot 5, west of Post Office and east of Main Street as two-hour parking from 9:00 a.m. to 5:00 p.m. weekdays.

Action – Reject—Approve and adopt Ordinance.
 - b. Ordinance restricting two-hour parking on McMillen Street from East Sherman Avenue to North Fourth Street on the east side only.

Action – Reject—Approve and adopt Ordinance.
 - c. Ordinance amending 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 and adopt Ordinance.

8. Reports of Officers, Boards and Committees

- a. Minutes of Plan Commission meeting held July 23, 2019.
Action – Accept and file.
- b. Minutes of Historical Society Board meeting held June 20, 2019.
Action – Accept and file.
- c. Minutes of Economic Development Commission meeting held July 30, 2019.
Action – Accept and file.
- d. Minutes of Police & Fire Commission meeting held August 1, 2019.
Action – Accept and file.
- e. Building, Plumbing and Electrical Permit Report for July, 2019.
Action – Accept and file.

9. Unfinished Business

- a. 2019 call data update on adult care facilities.
Action – Accept and file.
- b. Recommendation from Economic Development Commission to approve Listing Contract for the Klement Business Park.
Action – Reject—Approve.
- c. Review and approve purchase of one acre of land from School District for Haumerson's Pond parking area.
Action – Reject—Approve.
- d. Recommendation from Plan Commission to approve updated site plan for Haumerson's Pond.
Action – Reject—Approve.

9. Unfinished Business (Continued)

- e. Recommendation from Plan Commission to approve Certified Survey Map creating three lots on Buena Vista Road (Extra-Territorial).

Action – Reject—Approve.

10. New Business

- a. Request to designate dates for Trick or Treat and Trunk or Treat.

Action – Set dates.

- b. Annual report on Identity Theft Prevention Program.

Action – Accept and file.

11. Miscellaneous

- a. Set dates for Capital Improvement Program (C.I.P.) and Budget Workshops and Public Hearing.

Action – Set dates.

- b. Agent change for license for Pizza Hut, 1550 Madison Avenue.

Action – Reject—Approve.

- c. Granting operator license.

Action – Reject—Approve.

- d. City, Sewer, Water and Stormwater Utility Financial Statements as of June 30, 2019.

Action – Accept and file.

11. Miscellaneous (Continued)

- e. Move into closed session after Council meeting pursuant to Section 19.85(1)(g), Wisconsin Statutes, to confer with legal counsel with respect to litigation the City may become involved.

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

12. Claims, Appropriations and Contract Payments

- a. Verified claims.

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

13. Adjournment

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

CITY OF FORT ATKINSON
City Council Minutes ~ July 16, 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 and Assistant City Engineer.

APPROVAL OF MINUTES OF JULY 2, 2019 REGULAR COUNCIL MEETING.

Cm. Johnson moved, seconded by Cm. Hartwick to approve the minutes of the July 2, 2019 regular Council meeting. Motion carried.

PUBLIC HEARINGS

None.

PUBLIC COMMENT

Matt Bills, 303 Wilcox Street addressed the Council regarding the speed limit on Janesville Avenue/Business Hwy 26. He referenced a Statute that discusses the necessity for a study prior to reducing speed limits on various streets. He recommended only changing the speed limit from S. Fourth Street to Park Street versus S. Fourth Street to Rockwell Avenue. He monitored Janesville Avenue for 1.5 hours and only witnessed a handful of people crossing the street and they did not use the crosswalk.

PETITIONS, REQUESTS AND COMMUNICATIONS

None.

RESOLUTIONS AND ORDINANCES

a. *Ordinance designating five parking stalls in Lot 5, west of Post Office and east of Main Street as two-hour parking from 9:00 a.m. to 5:00 p.m. weekdays.*

Manager Trebatoski stated this is the second reading of the Ordinance. No comments or concerns were presented.

Cm. Hartwick moved, seconded by Cm. Johnson to send the ordinance to its third reading. Motion carried.

b. *Ordinance restricting two-hour parking on McMillen Street from East Sherman Avenue to North Fourth Street on the east side only.*

Manager Trebatoski stated this is the second reading of the Ordinance. No comments or concerns were presented.

Cm. Johnson moved, seconded by Cm. Becker to send the ordinance to its third reading. Motion carried.

c. *Ordinance amending speed limit on Janesville Avenue from 35 m.p.h. to 25 m.p.h. from South Fourth Street to Rockwell Avenue.*

Engineer Selle discussed the recommendation. He discussed the study to be performed to provide documentation which would serve as justification to lowering the speed limit. The State does provide minimal requirements of speed limits for various streets. Selle shared concerns with four lanes of traffic traveling at various speeds when pedestrians attempt to cross between Jones Park and Jones Market. At times, two of the lanes would stop while the other lanes of traffic do not realize a pedestrian is in the crosswalk. He also confirmed more research will be done on a traffic/speed study and discussion on extending the limit to Park Street or Rockwell Avenue.

Cm. Becker asked if there is a cost associated with the study? Selle stated the traditional radar gun (used by Police) is not necessarily the best way. He will look into various forms of technology to perform the study.

Manager Trebatoski assured the Council of the extra week between this meeting and the next Council meeting, would allow additional time to review the recommendations. Council also has the option to send the Ordinance to a fourth reading versus adopting the Ordinance after the third reading.

Cm. Hartwick moved, seconded by Cm. Becker to send the ordinance to its third reading. Motion carried.

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

- a. *Minutes of Joint Review Board meeting held June 27, 2019.*
- b. *Minutes of Plan Commission meeting held July 9, 2019.*
- c. *Building, Plumbing and Electrical Permit Report for June, 2019.*
- d. *Minutes of Historic Preservation Commission meetings held May 13, 2019 and June 10, 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 Plan Commission to approve Ordinance amendment pertaining to condominium plat approvals.*

Assistant Engineer Williamson reviewed the recommendation that would require the City review plats of new condominiums prior to being recorded by the County to confirm appropriate utility locations and joint use of utilities.

Cm. Hartwick moved, seconded by Cm. Becker suspend the rules, waive the second and third readings of the Ordinance amendment pertaining to condominium plan approvals. Motion carried on a roll call vote.

Cm. Hartwick moved, seconded by Cm. Becker to approve and adopt the recommendation from Plan Commission to approve Ordinance amendment pertaining to condominium plat approvals. Motion carried on a roll call vote.

NEW BUSINESS

a. *Review and approve purchase of new handicapped accessible van for Shared Ride Taxi Program.*

Engineer Selle discussed the authorization from the State for the Shared Ride Program to purchase a new 2019 Dodge Grand Caravan. As part of the program, the City will purchase and retain ownership. The vehicle is then leased to Brown Cab for the taxi program. The purchase will be through the state contract. A quote from Ewald Motors of Oconomowoc was \$36,330.50. The City will be reimbursed \$29,064.40 from the State of Wisconsin and an Easter Seals Grant of \$7,266.10. There is zero cost to the City of Fort Atkinson.

Cm. Hartwick moved, seconded by Cm. Johnson to approve the purchase of a 2019 Dodge Grand Caravan from Ewald Motors of Oconomowoc not to exceed \$36,330.50 for the Shared Ride Taxi Program, including the plate fee. Motion carried on a roll call vote.

MISCELLANEOUS

a. *Approve Special Event for MS Best Dam Bike Ride to be held on August 4, 2019 and for use of municipal parking lot at North Water Street and Mechanic Street.*

Clerk Ebbert reviewed the request for use of the parking lot. 2 Rivers is requesting the use of the lot in conjunction with the bike ride. No special requests are made of Departments.

Cm. Johnson moved, seconded by Cm. Scherer to approve the Special Event for MS Best Dam Bike Ride to be held on August 4, 2019 and for use of municipal parking lot at North Water Street and Mechanic Street. Motion carried.

b. *Granting operator licenses.*

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

c. *Temporary Class "B" beer and/or wine license for Easton's Cause event to be held at Ralph Park on July 20-21, 2019.*

Cm. Hartwick moved, seconded by Cm. Johnson to approve the Temporary Class "B" Beer license for Easton's Cause event to be held at Ralph Park on July 20-21, 2019 contingent upon having licensed bartenders and purchasing products from a distributor/wholesaler. 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 roll call vote.

ADJOURNMENT

Cm. Hartwick moved, seconded by Cm. Scherer to adjourn. Meeting adjourned at 7:29 pm.

Respectfully submitted
Michelle Ebbert
City Clerk/Treasurer

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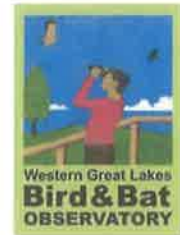


Bird City Wisconsin

Making our communities healthy for birds ... and people

4230 N. Oakland Ave., No. 219

Shorewood, WI 53211



6-a

May 9, 2019

Daniel Schneider
Fort Atkinson Wisconservation Club
PO Box 231
Fort Atkinson, WI 53538

Dear Daniel:

Thank you for submitting your Bird City Wisconsin 2019 membership renewal. I'm writing to let you know that the **City of Fort Atkinson** has once again achieved Sustained Flight status in the Bird City Wisconsin program. Congratulations!

More than 100 Bird City communities are at the forefront of efforts to forge a statewide coalition of citizens and public officials who recognize that birds are more than beautiful -- they are significant. Bird City communities go above and beyond in their conservation and education actions, and we appreciate not only all that you do to green your community but also all of your efforts to demonstrate your community's actions to us during the renewal process. **Thank you!**

Please continue working to conserve birds throughout the year ahead. One great way to do this is to participate in the **Great Wisconsin Birdathon**, going on until June 15. The Birdathon is a walkathon-style fundraiser that supports critical bird conservation and research projects in Wisconsin (including Bird City Wisconsin). That alone is reason enough to join the fun, but there's a special reason why Bird Cities should participate: Half the funds raised by a Bird City team will be returned to the Bird City. You can use the money as you wish -- for a local conservation project, your World Migratory Bird Day event, even next year's renewal fee. Form a team (or two) today! More information is at wibirdathon.dojiggy.com.

A second way your Bird City can conserve birds is by serving only **bird-friendly coffee** at meetings and other events. Coffees certified as bird-friendly are the world's only shade-grown, organic coffees, proven to provide birds with habitat second only to undisturbed forest. We're proud to offer great-tasting Birds & Beans Bird Friendly®-certified coffees via the Bird City Wisconsin website. Not only will you see two- and five-pound bags that are perfect for conferences, meetings, and other events, but the prices are the lowest ever offered for Birds & Beans coffee. Plus, you'll get free shipping (*see enclosed flyer*).

Finally, we ask that you **share news of your renewal with local media**. To make your job easier, we have included some general text about the program at the bottom of this letter. Feel free to use the Bird City Wisconsin logo to promote your community -- and let us know if you would like a digital copy. Also, please also consider other ways that we can help you achieve public recognition for your accomplishments. As always, feel free to contact us at director@birdcitywisconsin.org.

We celebrate your efforts to improve the quality of life in your community. Thank you for helping to make Wisconsin healthy for birds... and people.

Sincerely,

Charles Hagner
Director, Bird City Wisconsin
Board Chair, Western Great Lakes Bird and Bat Observatory, Inc.

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About Bird City Wisconsin

Bird City Wisconsin was created in 2009 and began recognizing communities the following year. The program recognizes municipalities for the conservation and education activities that they undertake to make their communities healthy for birds... and people.

To be recognized as a Bird City, a community must meet criteria spread across six categories: habitat creation and protection, community forest management, limiting threats to birds, education, energy and sustainability, and the official recognition and celebration of World Migratory Bird Day. Bird City Wisconsin also offers High Flyer recognition for those communities that go above and beyond in their conservation and education programs. To become a High Flyer, a community must meet additional, and more involved, criteria.

The Western Great Lakes Bird and Bat Observatory, Inc., assumed fiscal sponsorship of Bird City Wisconsin in October 2018. The Observatory is a 501(c)(3) tax-exempt organization that conducts coordinated research, monitoring, and education to advance the conservation of birds and bats in Wisconsin and throughout the Western Great Lakes Region. It took over from the Milwaukee Audubon Society, which served as Bird City's fiscal sponsor since 2009, when the society was awarded the TogetherGreen planning grant that launched the successful program.

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7-a

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

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7-b

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

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7-c

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: July 31, 2019

TO: City Council
FROM: Andy Selle, P.E.
SUBJECT: Speed Limit – Janesville Avenue

At the July 16, 2019 City Council meeting, staff was asked to get more information regarding changing the speed limit on Janesville Avenue.

A study is being conducted and the results will not be available at the time the Council agenda packets are distributed.

I will have a Powerpoint presentation for the item at the Council meeting on Tuesday evening.

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), Business 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) *Business 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

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8-a

CITY OF FORT ATKINSON
Plan Commission ~ July 23, 2019
1,012th 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, Engineer Selle and Manager Trebatoski.
Also present: City Attorney, Building Inspector and City Clerk/Treasurer.

Excused absence: Roz Highfield and Davin Lescohier

APPROVAL OF MINUTES OF JULY 9, 2019 PLAN COMMISSION MEETING.

Cm. Greenhalgh motioned, seconded by Cm. Frame to approve the minutes of the July 9, 2019 Plan Commission meeting. Motion carried.

REVIEW AND APPROVE CERTIFIED SURVEY MAP CREATING THREE LOTS ON BUENA VISTA ROAD (EXTRA-TERRITORIAL)

Engineer Selle presented the request to split an existing home onto a 1.5 acre parcel from the larger parcel. Natural Resources zoning will be applied to site that was formerly A-1 and the home site will be zoned A-3. No comments presented by Departments.

Cm. Greenhalgh asked if this complies with the comprehensive plan for the extra-territorial area. Selle confirmed this is a bit past the expansion area of the City, but it does comply with the area.

Cm. Frame moved, seconded by Cm. Johnson to approve the Certified Survey Map creating three lots on Buena Vista Road (Extra-territorial). Motion carried.

REVIEW AND APPROVE SITE PLAN FOR ADDITIONAL STORAGE BUILDING AT NEAD SELF STORAGE, 1216 WHITEWATER AVENUE

Engineer Selle reviewed the request for a building of 11,000 sq. ft. and improve the landscaping. The lot is zoned C-2. Many modern requirements are not met by the existing buildings. The façade and materials meet requirements as were included in the packet. Site does not meet greenspace requirements but can be met with the layout design and by adding landscape and architecture features. Selle noted minor contingencies are to be met prior to construction.

Building and Zoning: The code requires one tree and three shrubs for every 3,600 sq ft of open space on a parcel. In addition, the buffer yard requirements with residential use to the south will require three trees and three shrubs for every 100 feet along the buffer yard. This addition would require five trees and 15 shrubs, slightly fewer than shown. Green space requirements have been met. The proposed building meets architectural requirements. The front third of the lot will need to meet the requirements of the new code with concrete approach with a maximum width of 24 feet, and asphalt or concrete on all surfaces roughly east of line from the face of the existing buildings near Whitewater Avenue. Proposed fixture for lighting will need to have cutoff shades.

Stormwater: The project will disturb less than one acre of ground. As all other applicants have done, stormwater improvements have been made on the site, though not required. One of the two entrances have been removed and replaced with grass, green space has been reestablished on the

site which will provide infiltration and a stormwater feature has been noted in the southeast corner of the property, though details on its function are still forthcoming.

Erosion and Sediment Control: The plan notes details for silt fence, construction approach, erosion control blanket and seeding, but is missing site specifics and specs. This is a minor issue and can be reviewed by the City Engineer prior to the issuance of building permits, but will be required. Cm. Greenhalgh asked about the driveway and parking area. No concerns at this time as presented.

Brian Fischer of Anderson Ashton Design commented on the stormwater plans and stated they are putting a depression in the front of the property to help with water quality, however they were informed that a stormwater plan was not needed.

Selle confirmed a stormwater plan is not needed, however the planned depression would not serve a beneficial purpose to stormwater runoff without engineered soils. A stormwater plan required by ordinance has a certain threshold for suspended solids. The concern is the depression would allow water to run down the road where it needs to be soaked into the ground. Engineer soils or a type of soil mix the City could assist with would work in favor of the purpose of the depression.

Selle stated the engineered soil from the DNR specs could cost over \$100 per yard where a mix of City compost and local sand could estimate around \$500. Selle stated the City would commit to the \$500 and provide assistance should the cost of the mix rise over \$500.

Cm. Greenhalgh moved, seconded by Cm. Frame to approve Site Plan for additional storage building at Nead Self Storage, 1216 Whitewater Avenue with the following minor submittals prior to issuing building permits: details on erosion control, stormwater function details, updated landscaping plan showing additional trees and shrubs, lighting fixtures and a commitment from the City for infiltration soil should the cost go above \$500. Motion carried.

REVIEW AND APPROVE UPDATED SITE PLAN FOR HAUMERSON'S POND

Engineer Selle reviewed the updated site plan and the agreement between the School District and City for parking improvements.

1. Remove issues with vehicle lights shining on houses on Zida Street.
2. Allow for a parking at grade with the warming house and closer handicap access.
3. Allow the existing drive at the end of Fourth Street to be closed and converted to grass.

Cm. Frame moved, seconded by Cm. Greenhalgh to approve the updated site plan for Haumerson's Pond and refer to City Council. Motion carried.

ADJOURNMENT

Cm. Frame moved, seconded by Cm. Greenhalgh to adjourn. Meeting adjourned at 4:23 pm.

Respectfully submitted
Michelle Ebbert
City Clerk/Treasurer

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8-6

FORT ATKINSON HISTORICAL SOCIETY'S BOARD MEETING

Thursday, June 20, 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, Bob Cheek (absent), Bonnie Geyer, Karen Gómez, Loren Gray, Don Henning (absent), Sue Johnson, Denice Jones (absent), Jerry McGowan, John Molinaro (absent), Joel Winn (absent)

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

Also in Attendance: Beverly Dahl (recorder)

NOTE: Due to lack of a quorum, no votes were taken.

3. **Public Comments:** Thank you note from employee T. Doellstedt regarding end of year bonus.
4. **Review and approve May board meeting minutes:** rescheduled to next meeting
5. **Director's Report:**
 - End of May was busy with FAMS and other school visits
 - Members-Only coffee and chat in Hoard House – about 20 participants, good event.
 - Collections work –
 - Object inventories in Hoard House closets – almost done, finding some unusual items that staff were unaware of. Bird Room closet had toys.
 - Hoard House attic will be next project – in process of moving textile items to new Textile Room storage in basement. Currently moving racks of uniforms, creating brief descriptions. (Staff had been unaware there were uniforms in the attic, which is not ideal space for fabric and leather storage.)
 - Using Collections Volunteers to do work.
 - Question – How is new Collections Manager doing? Currently in middle of large accession project – private collection of toys being catalogued – has been in process for several weeks.
 - Hoping to start inventory of quilt collection later this summer – items are documented, but lacking photos to put on outside of quilt rolls so they can be identified without opening.

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6. Treasurer's Report: Loren Gray - no report

Approval of checks over \$500 - not presented - not a quorum for approval

7. Committee Reports:

Development by Karen Gomez - no meeting

Administration by Loren Gray - no meeting

8. Programming and Marketing moments:

- FA 4th grade project celebrations - Lorine Niedecker poetry units by public schools (classes finished unit in March, celebration will be moved earlier in the year in future). Private schools participated in Oral History unit.
- Rendezvous -
 - Attendance was 2106. Over 1000 students were expected Friday, actually only about 500 because FA public schools cancelled due to forecasted storms.
 - Re-enactor attendance was down, and was noticeable.
 - Income still being calculated as expenses are cleared. Income projected to be up due to \$1 increase in gate fees to \$5 and \$3. There were some comments because other organizations publicized event using last year's fee schedule. Final financial report should be available next month.
 - Used museum volunteers at gates, looking for better representation of the museum than previous paid workers.
 - Question - Did name change have any effect, from Buckskinners to Fort Koshkonong? No - Fort Koshkonong name had been in effect for several years before Chamber handed event over to Museum.
 - Social media commercial - 30 seconds, footage from 2018 - cost just under \$500, can be reused. Director may propose doing similar commercials for other museum events...
- Whitewater Circle of Artists show in progress - biannual, we do get a percentage of sales.
- Dairy Day -
 - 5th annual; around 700 attendees (hard to count); 10 cows; sold ice cream floats, cheese sandwiches; used city sound system.
 - New activity - cow painting on small wooden cows. Next year, new contest, person or org. can buy a cow (\$25), decorate, compete for best decorated during event. 4H club and St. Coletta, and Black Hawk artists decorated several, others were done during event.
 - Calf-naming contest was also new - 'Happy' was chosen name.
 - Good coverage in paper.
 - Attendance may have been down slightly. Seems to be a very-young family friendly event.
 - Thanks to Jefferson County Dairy farmers for planning and helping put on event.

- Next event is July 4th Ice Cream social –
 - Harmony Cornet Band (fee \$200) (have been at Old World previously). 15-18 band members, on historic instruments, playing historic songs. Playing between 1-3. Ed Pierce is band master, will be educating crowd between songs.
 - We usually get more in donations than costs for this event.

9. **Discussion on PerMar camera updates:** tabled until next meeting, unable to vote

10. **Project and facility updates:**

- Now have address on front of building, on sign and building front. 401 Whitewater Avenue. (Foster House is 411 Foster Street).
- Will be painting Dairy Shrine building trim – will be contracting out. City expense?
- Peonies – did apply for proclamation as Intersectional Peony City.
 - Question – when to start selling peonies? A year or two... May still need space in Hebron if expand nursery.
 - Documentation of ownership? In process. Need to involve city attorney to approve paperwork.

12. **Upcoming meeting dates:**

Development Committee: Cancelled for July; meeting would have been on July 4th

Full Board Meeting: Thursday, July 18th at 4:00pm

13. **Items for agenda for next meeting:** Per-Mar updates.

14. **Announcements:** none

15. **Adjourn:** Motion to adjourn J. McGowan, seconded L. Gray. Adjourned at 4:42.

8-c

CITY OF FORT ATKINSON
Economic Development Commission Minutes ~ July 30, 2019

CALL TO ORDER

Manager Trebatoski called the meeting to order at 8:15 am.

ROLL CALL

Commissioners: Scott Housley, James Nelson, Mark McGlynn, Bill Camplin, Councilmember Paul Kotz, Ex-officio member Carrie Chisholm and Ex-officio member Matt Trebatoski. Margaret Bare arrived at 8:20 am. Jonah Ralston arrived at 8:27 am.

APPROVAL OF MINUTES OF AUGUST 6, 2018 COMMISSION MEETING AND OCTOBER 1, 2018 JOINT COUNCIL AND COMMISSION MEETING

Cm. Housley moved, seconded by Cm. Nelson to approve the minutes as presented and motion carried.

INTRODUCTION OF NEW MEMBER

Commissioner Paul Kotz was introduced.

ELECT CHAIRPERSON AND VICE-CHAIRPERSON

Cm. McGlynn nominated Cm. Housley as Chairperson, seconded by Cm. Camplin. Motion carried.
Cm. Housley nominated Cm. McGlynn as Vice-Chairperson, seconded by Cm. Nelson. Motion carried.

REVIEW AND APPROVE NEW LISTING CONTRACT FOR KLEMENT BUSINESS PARK

Manager Trebatoski reviewed CBRE as agent for the last three years. Mike Herl, agent with Madison Commercial has success with filling the Creamery Building and would be a good fit to have in locating new and expanding businesses into the business park. The negotiated contract was provided to Commissioner members for review. This is a one-year contract. Commission is 6% of the sale price. An additional commission of 3% would apply to a cooperating firm.

Cm. McGlynn moved, seconded by Cm. Nelson to recommend to the City Council approving a one-year exclusive listing contract with Madison Commercial Real Estate. Motion carried.

DISCUSS CREATION OF ECONOMIC DEVELOPMENT FUND

Manager Trebatoski discussed the Ordinance of the Commission allowing the creation of a development fund. Outside of TIF districts, there are limits in the incentives that can be provided to assist or encourage economic development. With the closure of the revolving loan fund through the DOA/HUD, the City bought-out the three remaining loans and will be administered by the City. The Wisconsin Economic Development Corporation has a \$300,000 Capital Catalyst grant available to local units of government and other nonprofit entities. Essentially the program provides matching grants to seed funds managed by local communities to provide capital to high-growth startups and emerging growth companies. To fund the matching requirement to create a \$600,000 capital catalyst fund, the Community Foundation was inquired upon if this could be a funding possibility. The Community Foundation confirmed, if eligible, the purpose of the funds would need to be tied to addressing community needs such as lack of capital, new employment opportunities, urban blight (infill, redevelopment) and limited entrepreneurial skills. Trebatoski confirmed the potential funds available of \$500,000 through the remaining loans, \$300,000 of a Capital Catalyst grant and matching \$300,000 Community Foundation matching grant.

Sub-committee members willing to serve on a sub-committee: Nelson, Kotz, Camplin and Ralston

Cm. Nelson moved, seconded by Cm. Kotz to create a sub-committee to design a program that meets the requirements as well as the goals of the Community Foundation. Motion carried.

UPDATE ON NORTHEAST PLANNING AREA

Manager Trebatoski updated on the target area that included the former/vacant Kmart. U-Haul purchased the former Kmart property and hope to open a 3,000 sq. ft. retail space, vehicle rentals and offer indoor storage. Commission discussed various developments, opportunities and future growth.

FUTURE AGENDA ITEMS:

- Strategic promotional plan to market City
- Explore potential for Economic Development Director position

ADJOURNMENT

Cm. McGlynn moved, seconded by Cm. Nelson to adjourn. Meeting adjourned at 9:29 am.

Respectfully submitted,
Michelle Ebbert
City Clerk/Treasurer

8-d

**POLICE & FIRE COMMISSION MINUTES
CITY OF FORT ATKINSON
Thursday, August 1, 2019 at 4:00 p.m.
Conference Room, Municipal Building**

The meeting was called to order by Chairman Frame at 4:00 p.m.

Members present: Frame, Hartwick, Jones and Schultz

Members absent: Turk

Others present: City Manager Trebatoski and Police Chief Bump

1. *Approval of Minutes:* On a Schultz/Jones motion, the Minutes of the May 20, 2019 meeting were unanimously approved by a voice vote.
2. *Approve hiring of top candidate from hiring process for the Police Department.*

Chief Bump reviewed the recruitment process and hiring timeline with the Commission. He indicated there were 22 applications received. Chief Bump is requesting Adam Lawrence be appointed to fill a vacancy for police officer, contingent on successful completion of the police academy, psychological testing, medical exam, drug screen, fitness test and background investigation.

On a Jones/Hartwick motion, the appointment of Adam Lawrence was approved with the stated contingencies. The motion passed unanimously on a voice vote.

3. *Approve and certify an eligibility list for future vacancies at the Police Department, if applicable.*

Chief Bump requested that Daniel Sikora, the second candidate be certified as an eligible candidate on the Eligibility List that would remain effective until February 1, 2020. The Commission also discussed approving the hiring of Daniel Sikora if the process of hiring Adam Lawrence does not work out. Mr. Sikora's hiring would also be contingent on successful completion of psychological testing, medical exam, drug screen, fitness test and background investigation.

On a Schultz/Jones motion, the Eligibility List was approved, effective until February 1, 2020 and the appointment of Daniel Sikora was approved with the stated contingencies in the event the hiring of Adam Lawrence does not work out. The motion passed unanimously on a voice vote.

4. *Adjournment:*

On a Hartwick/Schultz motion, the Commission adjourned at 4:26 p.m. The motion passed unanimously on a voice vote.

Respectfully submitted,

Richard Schultz, Secretary

1 of 1



FORT • ATKINSON

Permit Report

07/01/2019 - 07/31/2019

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

20598	1640 Madison Ave.	Mike Breitfelder	Add/Alter Commercial	Finish existing tenant space	150,000	\$981.20
						\$981.20

Group Total: 1

Group: Deck

20582	208 S. Sixth St.	John Martin	Deck	New deck on rear of home	300	\$40.80
20586	607 Robert St.	Matthew & Patricia Bolton	Deck	168'Sq. deck	7,000	\$55.20
						\$96.00

Group Total: 2

Group: Electrical

20580	508 Shah Ave	Dennis Mann	Electrical	100 amp Sub Panel & 4 openings	0	\$63.00
20585	611 E Sherman Ave	Fort HealthCare	Electrical	43 openings; 14 direct wired; 4-220V outlets; A.C.; Motors; Comm. Circuits	0	\$262.25
20594	510 Commander Ct.	Erin Hake	Electrical	New single family home	0	\$195.00
20595	817 N Fourth St.	Patricia Sullivan	Electrical	100 amp O.H. Service	0	\$55.00
20596	221 Wilcox St.	Dean Thorgerson	Electrical	1 subpanel; 8 outlets; 1-220V outlet	0	\$47.00
20604	221 Wollet Dr.	Richard Dary	Electrical	200 amp U.G. Service; New Home	0	\$160.00

1 of 4

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
20614	1640 Madison Ave. Suite B	Mike Breitfelder	Electrical	Sub panel; A.C.	0	\$46.00
20616	41 W. Sherman	Jesse Hazard	Electrical	20 openings	0	\$45.00
20618	921 Hillcrest Dr.	Zach Finch	Electrical	Basement Bath elec.	0	\$32.25
						\$905.50

Group Total: 9

Group: Fence

20579	116 Margaret Ave.	Timothy Avitt	Fence	4' Chainlink Fence	1,200	\$55.00
20584	717 Zaffke St.	Shad Janke	Fence	chainlink fence	500	\$55.00
20599	902-908 Gail Pl.	Paul Redenius	Fence	4' Chainlink Fence and 6' privacy	1,000	\$55.00
20602	69 Lucile St.	Tim & Erin Haak	Fence	6' privacy rear yard.	500	\$55.00
20608	502 Nikki Ln.	Homes for Independent Living	Fence	6' privacy fence in rear yard	2,000	\$55.00
20609	30 Elm St.	Nancy Boos	Fence	6-foot vinyl privacy fence	2,000	\$55.00
						\$330.00

Group Total: 6

Group: Home Occupation

20612	208 E Sherman Ave.	Emily Maruszewski	Home Occupation	Dog Grooming business	0	\$55.00
						\$55.00

Group Total: 1

Group: HVAC

20587	123 Roosevelt St.	Daniel Radke	HVAC	Replace Furnace & A/C	0	\$100.00
20588	1114 Elsie St.	Michael Adams	HVAC	Replace Furnace	0	\$65.00
20589	813 Dempster St.	Jessica Hare	HVAC	Replace A/C	0	\$65.00
20590	323 Merchants St.	Steve & Christi Ott	HVAC	Replace Furnace & A/C	0	\$100.00

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
20591	1232 Janette St.	Tom Swetland	HVAC	Replace A/C	0	\$65.00
20592	347 Monroe St.	Steve Anderson	HVAC	Replace Furnace & A/C	0	\$100.00
20593	315 Maple St.	Tom Beebe	HVAC	Replace A/C	0	\$65.00
20600	212 Wollet Dr.	Doug Mitchell	HVAC	Replace Furnace & A/C	0	\$100.00
20605	121 W Blackhawk Dr	Marianne Bardenwerper	HVAC	HVAC for new home	0	\$160.00
20611	515 Frederick Ave.	Bob Weh	HVAC	Replace furnace & A/C	0	\$100.00
20613	737 Reena Ave.	Tom Pientka	HVAC	New HVAC for addition	0	\$230.00
20615	1539 Radhika St.	Claire Urbain	HVAC	Duct work for basement finish	0	\$60.00
20619	1306 Adrian Blvd	Christopher	HVAC	Replace A/C	0	\$65.00
						\$1,275.00

Group Total: 13

Group: Plumbing

20597	737 Reena Ave.	Tom Pientka	Plumbing	install of backflow preventer for irrigation system	0	\$36.00
20601	307 Memorial Dr.	Copperhead Contracting	Plumbing	New sewer and water laterals	0	\$105.00
20603	513 Foster St.	Jerry Spaude	Plumbing	10 fixtures	0	\$90.00
20607	611 Oak St.	Yessica Hibbs	Plumbing	Basement Bath	0	\$48.00
20610	510 Commander Ct.	Erin Hake	Plumbing	Laterals & 16 Fixtures	0	\$201.00
20617	921 Hillcrest Dr.	Zach Finch	Plumbing	Basement Bath	0	\$48.00
						\$528.00

Group Total: 6

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
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Group: Single Family Alteration/Addition

20581	339 Grant St.	Wendy Kokoszka	Single Family Alteration/Addition	Remove and replace roof over kitchen with flat roof remodel kitchen	20,000	\$57.30
20583	518 Whitewater Ave.	Joel Van Haaften	Single Family Alteration/Addition	Adding 65'Sq to existing garage	500	\$39.75
20606	611 Oak St.	Yessica Hibbs	Single Family Alteration/Addition	Basement Bath	1,500	\$41.25
						\$138.30

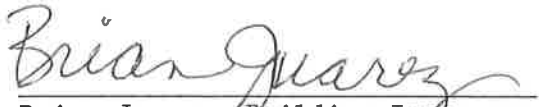
Group Total: 3

						\$4,309.00
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Total Records: 41

8/1/2019

Submitted this 1st day of August, 2019.


 Brian Juarez, Building Inspector
lc

484



9-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: August 1, 2019

TO: Fort Atkinson City Council

FROM: Adrian Bump, Police Chief

SUBJECT: 2nd Quarter 2019 Call Data Update on Adult Care Facilities

Background:

The City of Fort Atkinson enacted a temporary moratorium on the approval of Adult Care Facilities. This moratorium started in mid 2015 and was later lifted in 2018. From enactment of the moratorium through today, data analysis has become important as we look at the impacts on public safety.

As requested, the below data of calls for service specific to the police department are being provided to provide information on call volume. The current numbers show data gathered from 2010 through June 30, 2019.

Quarter 2 - 2019 Update:

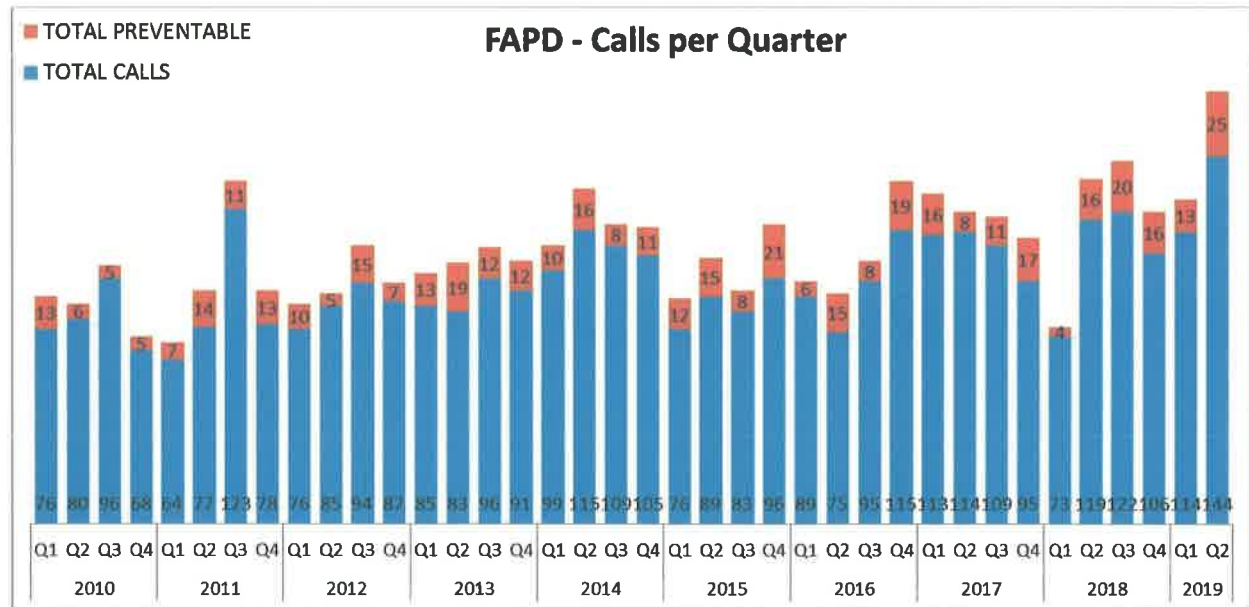
Fort Adult Care Consortium – The FACC has continued to meet through the 2nd quarter of 2019.

The core active members of the FACC continue to meet and work toward professional standards and call reduction. FACC and the police department maintain a strong open line of communication. The meetings are well organized and productive. Attendance is low as only a strong core group of members actively participate in person. The FACC has further evolved by developing an online attendance option to further assist business owners/managers the ability to attend despite the inability to leave their facilities. A FACC website also offers published meeting minutes to help members stay up to date.

Qualifying Chronic Nuisance Property Group Homes: There is currently one home that has qualified under the City Ordinance related to Chronic Nuisance Properties. 502 Nikki Lane is currently under warning status. Further qualifying calls will result in fines and bills for service.

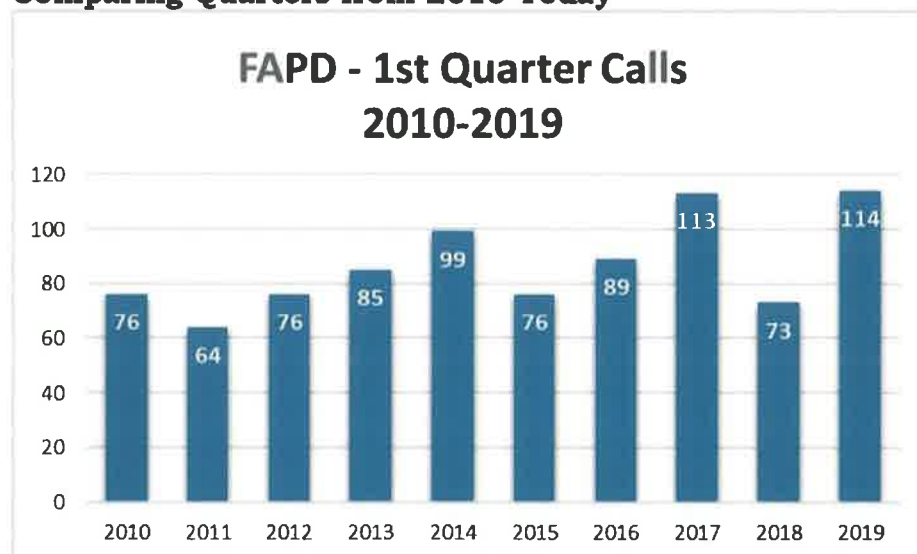
1 of 4

2nd Quarter Police Call Data – Charts below represent all calls to known AFH, CBRF, RCAC, SAP, and ADC addresses.

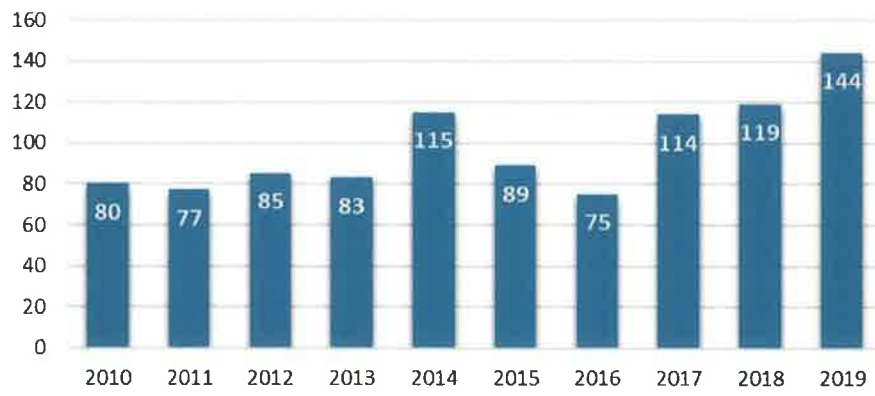


Preventable calls were originally a focus as a key statistic in the presented data. Over time we see that there is very little impact on call volume as calls continue to remain at high volumes. This leads us to recognize that the present call volumes we see are the consistent norm related to CBRFs and their need for emergency services. Below is a look at the numbers related to CBRFs by quarter for 2010-2019.

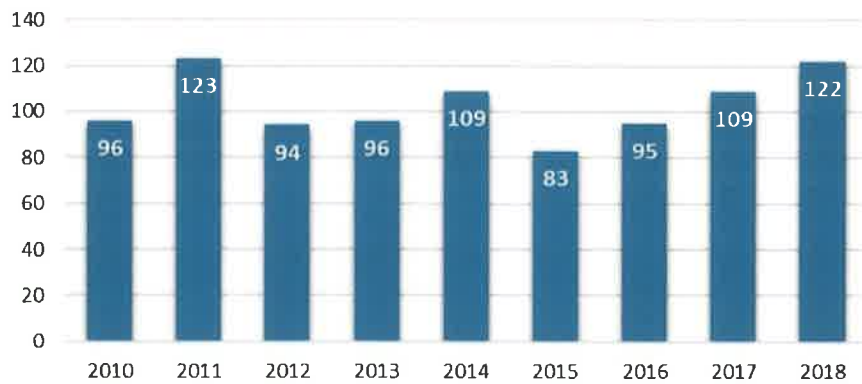
Comparing Quarters from 2010-Today

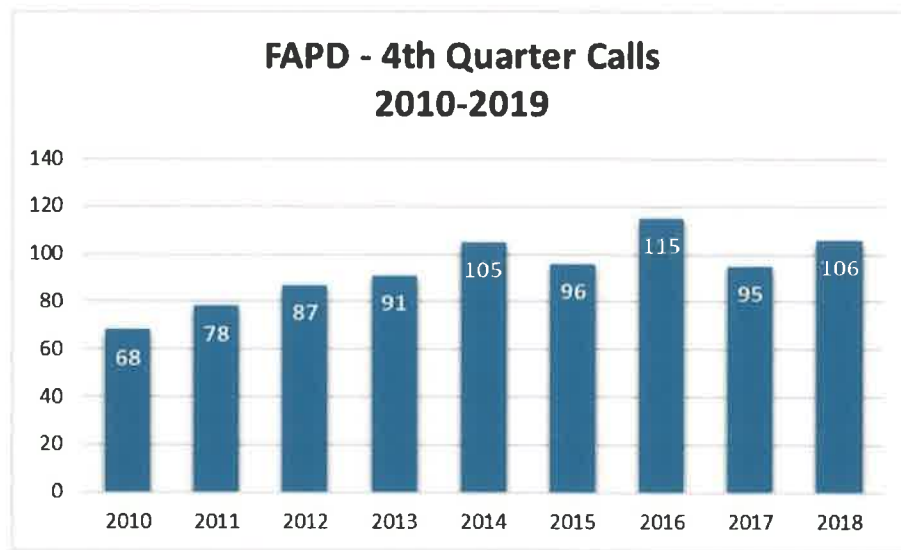


FAPD - 2nd Quarter Calls 2010-2019



FAPD - 3rd Quarter Calls 2010-2019





Final Observations:

Call volume appears to be steady or increasing and confirms that the best run facility will still require a base level of emergency service for their population. We still have facilities that are not interested in working with the City or FACC in reducing calls or adopting best practices.

The call volume increase and the increase in time that many calls for service require reveal that Fort Atkinson's Public Safety is working beyond its capacity many days. Although solutions and best practices have been implemented or adopted, the increase in calls and the burdens placed on public safety are not being reduced. We are finding that people need and require our services more and more each day.

Respectfully submitted,

Adrian Bump
Chief of Police
Fort Atkinson



9-b

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: July 12, 2019

TO: Economic Development Commission

FROM: Matt Trebatoski, City Manager

SUBJECT: Listing Agent Contract for Klement Business Park

Background:

The City has had an exclusive listing contract with CBRE, Inc to market and sell land in the Robert L. Klement Business Park since 2016. The initial agreement was for a one year term and has since been renewed twice.

Per the agreement, the agent is responsible to market the property and is only compensated when land is sold. The broker's commission is \$4,500 per acre, to be paid at the time of closing.

Discussion:

Initial efforts by CBRE were impressive, however over the last two years that has tapered off and I have not been pleased with the lack of motivation and responsiveness to requests. Over the last three years we have only seen one sale take place and that was essentially negotiated and secured by city staff.

CBRE has had three years to market the business park, with no success. I discussed the lack of performance with the agents and they understood the decision not to extend the current contract and to respectfully part ways. The contract is set to expire on August 12, 2019.

In searching out a new listing agent, I thought it would be good to take a different approach, since the City has not had a lot of success over the last 10 years using larger brokers such as MLG and CBRE out of Milwaukee for exclusive listings.

In attempting to gain a more local and regional (Madison area) presence, we reached out to Epic Real Estate and Madison Commercial Real Estate about doing a co-listing of the park. Both initially expressed interest in the opportunity, however Epic ultimately decided not to participate in a joint listing.

Mike Herl, the agent with Madison Commercial has had good success in filling the Creamery Building downtown and would be a good partner to have in locating new and expanding businesses into the park. Consequently, we negotiated a contract (attached) and commission structure (below) with his firm.

Financial Analysis:

It was determined the current asking prices for lots in the park are appropriately set and should be maintained. The prices are \$40,000 per acre for frontage lots #1 (Lot 3 on map) and #12, and \$20,000 per acre for all remaining lots (a map of the park is attached).

The broker's commission will be 6% of the sale price. An additional commission of 3% would apply to a cooperating firm. This commission is much less than the per acre cost we had with CBRE.

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All earned commissions are to be paid at the time of closing.

Recommendation:

I would recommend approving the one-year exclusive listing contract with Madison Commercial Real Estate.

Please contact me if you have any questions.

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

- 1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**
- 2 ■ **PROPERTY DESCRIPTION:** Street address is: See Exhibit A
- 3 in Section _____ in the City of Fort Atkinson, County of Jefferson,
- 4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.
- 5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and
- 6 the following items: _____
- 7 _____
- 8 ■ **NOT INCLUDED IN LIST PRICE:** Piles of dirt owned by the City of Fort Atkinson.
- 9 _____
- 10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
- 11 **lessor. (See lines 239-244).**
- 12 ■ **LIST PRICE:** _____ Dollars (\$ See Exhibit A).
- 13 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
- 14 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
- 15 agreements or conservation easements, (county, state or federal): _____
- 16 _____
- 17 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) STRIKE ONE
- 18 has been assessed as agricultural property under use value law.
- 19 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
- 20 _____
- 21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
- 22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
- 23 see attached Protective Covenants for the Business Park
- 24 ■ **RIGHT OF FIRST REFUSAL:** There (is) (is not) STRIKE ONE a right of first refusal on part or all of the Property.
- 25 ■ **ZONING:** Seller represents that the property is zoned: Heavy Industrial
- 26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
- 27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity _____
- 28 _____; gas _____; municipal sewer _____
- 29 municipal water _____; telephone _____
- 30 cable _____; other _____
- 31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
- 32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
- 33 of this Listing. The marketing may include: 4x8 signage, website, internet marketing, mailings, cold
- 34 calls, etc. The Firm and its agents may advertise the following
- 35 special financing and incentives offered by Seller: _____
- 36 _____ Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
- 37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
- 38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.
- 39 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**
- 40 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
- 41 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
- 42 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.
- 43 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**
- 44 The following other buyers _____
- 45 _____ are excluded from this Listing until _____
- 46 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
- 47 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.
- 48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: Three (3%) percent
- 49 maximum. (Exceptions if any): _____
- 50 **COMMISSION** The Firm's commission shall be Six (6%) percent of the sales price
- 51 _____
- 52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

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5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above, the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer.

The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys, exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce judgment.

■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date set for closing, even if the transaction does not close, unless otherwise agreed in writing.

■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- Under 1) or 2) the total consideration between the parties in the transaction.
- Under 3) or 4) the list price if the entire Property is involved.
- Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for which there was an effective change in ownership or control.
- Under 5) the total offered purchase price.

NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining Property.

■ **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any offer to purchase or contract.

■ **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

■ **DISCLOSURE TO CLIENTS**

Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe certain duties to all parties to a transaction:

- (a) The duty to provide brokerage services to you fairly and honestly.
- (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
- (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 245-248.)
- (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 151-166.)
- (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT. A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:

- (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect your transaction, unless you release the firm from this duty.
 - (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
 - (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that are within the scope of the agency agreement.
 - (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.
- If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may apply.

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services through designated agency, which is one type of multiple representation relationship.

4 of 17

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 128 services to more than one client in the transaction.

129 CHECK ONLY ONE OF THE THREE BELOW:

130 ☐ The same firm may represent me and the other party as long as the same agent is not representing us
 131 both. (multiple representation relationship with designated agency)

132 ☒ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 133 more different agents are involved. (multiple representation relationship without designated agency)

134 ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 135 representation relationships)

136 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 137 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 138 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 139 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 140 **you should ask your firm before signing the agency agreement.**

141 SUBAGENCY

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 143 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
 144 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
 145 other parties if doing so is contrary to your interests.

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 147 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 148 **advisor, or home inspector.**

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 152 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 153 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 154 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 155 is no longer providing brokerage services to you.

156 The following information is required to be disclosed by law:

157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).

158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** _____

164 _____

165 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____

166 _____

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: _____

173 _____

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174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 184 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 185 **lease(s) unless released by tenants.**

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of ^{6-months} ~~one-year~~ as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.
 203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
 206 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
 207 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
 208 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 209 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 211 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 212 disclosure report.

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
 - 229 2) Significantly reducing the structural integrity of improvements to real estate; or
 - 230 3) Presenting a significant health risk to occupants of the Property.

b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event occurred and by counting subsequent calendar days.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.

■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in whole or in part whether created before or after expiration of this Listing.

■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of this Listing:

- 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term of this Listing;
- 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the buyer might acquire an interest in the Property; or
- 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 - a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
 - b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 191-195.

■ **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

■ **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money, the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm shall not terminate this Listing.

■ **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing. Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal property belonging to current tenants, sold to the buyer or left with the buyer's consent.

■ **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608)240-5830.

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290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
 291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
 292 lines 293-312.

293 (1) **Personal Delivery**: giving the document or written notice personally to the party, or the party's recipient for delivery if
 294 named at line 295 or 296.

295 Seller's recipient for delivery (optional): _____

296 Firm's recipient for delivery (optional): Mike Herl, Madison Commercial Real Estate LLC

297 ☐ (2) **Fax**: fax transmission of the document or written notice to the following telephone number:

298 Seller: (_____) _____ Firm: (_____) _____

299 ☐ (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
 300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or
 301 296, for delivery to the party's delivery address at line 305 or 306.

302 ☐ (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line
 304 305 or 306.

305 Delivery address for Seller: _____

306 Delivery address for Firm: 5609 Medical Circle #202, Madison WI 53719

307 ☐ (5) **E-Mail**: electronically transmitting the document or written notice to the party's e-mail address, if given below at
 308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
 310 consented electronically as required by federal law.

311 E-Mail address for Seller: _____

312 E-Mail address for Firm: mike.herl@madisoncomercialre.com

313 **ADDITIONAL PROVISIONS** _____

314 _____
 315 _____
 316 _____
 317 _____

318 **ADDENDA** The attached addenda Exhibit A and Protective Covenants

319 _____ is/are made part of this Listing.

320 **TERM OF THE CONTRACT** From the 12th day of August, 2019, up
 321 to the earlier of midnight of the 11th day of August, 2020, or the conveyance
 322 of the entire Property.

323 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
 324 **THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
 325 **INCORPORATED INTO THE LISTING.**

326 (x) _____
 327 Seller's Signature ▲ Print Name } Date ▲

328 (x) _____
 329 Seller's Signature ▲ Print Name } Date ▲

330 (x) _____
 331 Seller's Signature ▲ Print Name } Date ▲

332 (x) _____
 333 Seller's Signature ▲ Print Name } Date ▲

334 _____
 335 Seller Entity Name (if any) Print Name ▲

336 (x) _____
 337 Authorized Signature ▲ Date ▲
 338 Print Name & Title }

339 Madison Commercial Real Estate, LLC

340 Firm Name ▲

341 (x) _____
 342 Agent's Signature ▲ Print Name } Mike Herl Date ▲

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Exhibit A

Lot 1	11.195 acres	Price \$40,000	Tax Key 226-0514-1741-001
Lot 6	9.281 acres	Price \$20,000	Tax Key 226-0514-1632-001
Lot 7	17.154 acres	Price \$20,000	Tax Key 226-0514-1633-000
Lot 9	13.809 acres	Price \$20,000	Tax Key 226-0514-1744-001
Lot 10	16.362 acres	Price \$20,000	Tax Key 226-0514-1744-000
Lot 11	5.807 acres	Price \$20,000	Tax Key 226-0514-1741-004
Lot 12	10.791 acres	Price \$40,000	Tax Key 226-0514-1742-000

Declaration of Protective Covenants

Robert L. Klement Business Park Fort Atkinson, Wisconsin

RECITALS:

1. The City of Fort Atkinson (hereinafter "City"), owns a certain parcel of land known as the Robert L. Klement Business Park. Said Park is located on the south side of the City and is more particularly described on Exhibit A which is attached hereto and incorporated by reference.
2. The following consists of various covenants running with the land that the City wishes to impose upon all future owners of said property as same is subdivided and sold to third parties. These covenants do not run with lands designated as Outlots C, D and E on attached Exhibit B, as they are designated residential parcels.
3. The City represents that the same was adopted by a regular meeting of the City Council of the City of Fort Atkinson on July 6, 2000.

I. USE OF LAND

It is the intent of the City of Fort Atkinson that this Business Park be developed to enhance the future of business growth of the City in a planned development for the general mix of business, industrial, distribution, and limited retail operations. The type of "mix" will be subject to the review and approval of the City Council. Retail use may be permitted providing such uses are compatible with the adjoining Business Park uses and do not contribute to excessive congestion, alter the character, or otherwise detract from the primary purpose of the Business Park as a business/industrial employment center.

II. GENERAL PROVISIONS

It is the intent of this declaration that all structures erected, enlarged, added to, altered, used, and maintained shall be designed, constructed and used so as to meet all applicable State of Wisconsin laws, administrative codes, and City of Fort Atkinson codes pertaining to building construction, sanitation and zoning, and so as to provide for a compatible and aesthetically pleasing development.

No building or improvement shall be erected, placed or altered on any building site in the Business Park until the plans and use for such building or improvement including site plans, landscaping plans, drainage plans, building plans and specifications have been approved by the City of Fort Atkinson and its Plan Commission. All proposed construction shall be completed within two years of commencement.

Use of parcels covered by these covenants shall be occupied only for uses permitted under zoning classification M-2 and shall be limited to trades or industries of a restrictive character which are not detrimental to the Business Park by reason of appearance, noise, dust,

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smoke, or odor, or similar conditions as hereinafter provided. The following uses, not intending hereby to limit by enumeration, shall be prohibited:

- 1.) Quarrying
- 2.) Junkyards or salvage yards
- 3.) Drop forges, foundries, refineries, asphalt plants, concrete & plaster manufacturing & assemblage, or any similar use, the normal operation of which causes objectionable noise, odor, dust or smoke
- 4.) Any other use, the normal operation of which causes objectionable appearance, noise, odor, dust or smoke
- 5.) Slaughter houses, housing of animals
- 6.) Gas stations, convenience stores

III. BUSINESS PARK LOT DEVELOPMENT

No improvement, structure, addition or alteration shall be nearer than fifty (50) feet to the right-of-way line on any Business Park street or road. Corner lots shall have two (2) street setbacks each of fifty (50) feet.

Side yards shall be a minimum of twenty-five (25) feet setback on each side of a structure to the side lot line.

Rear yards shall be a minimum of thirty (30) feet from the rear lot line, or fifty (50) feet where abutting residential zoning.

IV. BUILDING APPEARANCE

All structures shall be designed and constructed in such a manner as to provide an aesthetically pleasing development. The front and sidewalls of all structures facing a street shall be faced with at least fifty percent (50%) decorative masonry or other material approved by the Plan Commission. Sidewalls of structures facing a yard area shall have the aforementioned decorative siding extended for a minimum distance of twenty (20) feet or to a natural dividing point as approved by the Plan Commission.

Structures fronting on Janesville Avenue shall have all the façade facing toward Janesville Avenue surfaced with decorative masonry, window glass, or other decorative architectural siding.

The primary entrances of all buildings shall be oriented toward the public street on which the building is addressed. Front entrances shall be clearly defined by an extended roof or other architectural features. Foundation plantings shall be installed on the front of the building facing the street on which the property is addressed.

Walls facing side and rear yards shall be finished in materials complimentary to the façade facing the street. Walls facing residential zones shall be constructed of finish materials consistent with the front of the structure. Where plain concrete block masonry is used, such masonry shall be painted with a minimum of two (2) coats of paint.

Pole buildings or structures lacking a well-defined decorative entrance and façade are not appropriate.

V. PARKING AND ACCESS

It is the intention of these protective covenants to prohibit on-street parking within the planned Business Park. Driveways and parking areas shall be laid out to avoid a direct, unscreened view from the street to employee and visitor parking areas, loading docks, maneuvering areas and permitted outdoor storage areas. No parking shall be permitted on entry driveways.

All driveways and parking areas shall be paved surfaces with all materials meeting the accepted standards of the construction trades. Parking stalls shall be clearly stripped and delineated. All drives and walks shall be completed within one (1) year after construction of the building.

VI. OUTDOOR STORAGE

Outdoor storage of vehicles, products, equipment, supplies and other materials will be permitted in the side and rear yards of the parcel and must be screened with screening approved by the Plan Commission. Screens intended to screen outdoor storage areas may consist of the following materials either used individually or in combination: earthen berms, wooden fences, landscaping, or other nonmetallic materials. Open mesh metal security fences shall not be considered acceptable screening materials. Temporary outdoor storage may be permitted by prior written approval of the City Building Inspector, however, no storage will be allowed in front or street side yards at any time.

VII. FENCING

Security fences may be located in side or rear yard storage areas. No security fence shall be less than six (6) feet in height nor more than ten (10) feet in height. Security fences may have the accepted barbed wire "Y" or angle security device not to exceed twenty-four (24) inches. Said security fences shall be of chain-link type construction. If different types of fence materials are being proposed, such design and materials may be approved by the Plan Commission.

Fences are not allowed to extend beyond the minimum required street yard, or in the case of a greater setback, shall not extend beyond the footprint of the structure into the street yard. Corner lots shall have fencing extend to the minimum street setback requirement and shall not extend into the street yard in front of any structure.

VIII. LOADING ZONES

All loading berths shall be located a minimum of seventy-five (75) feet from the street right-of-way and only in rear yards and side yards behind the required front yard setback. No loading zones will be allowed in street side yards.

IX. LANDSCAPING

At least one street tree of an appropriate species approved by the City Forester shall be planted for each fifty (50) feet of frontage on a public street. All street trees shall be at least 2-1/2 inches caliper at the time of planting.

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At least ten percent (10%) of the site area must be maintained in either lawn or landscaped green space.

Foundation plantings shall be installed on either side of the front entrance to the building facing toward the public street.

X. MAINTENANCE

Each owner of a lot shall at all times keep the premises, buildings, and other improvements on such owner's lot in a safe, clean, neat and sanitary condition. Specifically, no building or structure shall be permitted to fall into disrepair and shall at all times be kept in good repair and adequately painted or otherwise finished. All grass, trees, shrubbery shall be kept in good condition at all times (on both vacant and developed lots). Specifically, the entire site shall be maintained in healthy grass, turf or other approved ground cover, which is neatly maintained including mowing, watering, fertilizing, pruning and weeding. If, in the opinion of the Building Inspector, property maintenance is not being undertaken, the Plan Commission may, at any time after thirty (30) days prior written notice to the lot owner, contract for the completion of such maintenance work. The City shall have the right to levy a special assessment against the property in violation for such costs, plus ten percent (10%) for administrative costs. If such special assessment is not paid in full within thirty (30) days after it was levied against such lot by the City, the City shall be entitled to collect or enforce the collection of such special assessment and to bring any and all actions or proceedings necessary for the collection of such costs and for the foreclosure of liens thereof.

XI. DRAINAGE

No land shall be developed and no use shall be permitted that results in flooding, erosion or sedimentation on adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area, or other storm water management facility. The development of each parcel shall provide for onsite stormwater management to insure that post-construction runoff does not exceed pre-construction runoff.

XII. UTILITIES

All utilities including all electric power, telephone and other communications equipment, gas, water, storm and sanitary sewers, excepting electric power lines exceeding 26.5 kv, shall be underground. The location of the utilities shall be subject to approval by the Plan Commission.

XIII. RUBBISH AND WASTE MATERIALS

No rubbish shall be burned on the premises except in an incinerator designed and approved for such purposes, meeting all appropriate State and Federal air emission standards.

All waste materials shall be located and kept in containers for pick up or proper disposal. All waste containers shall be screened from view of roads. Storage of waste materials shall not exceed thirty (30) days on any lot.

XIV. RECAPTURE, RESALE AND DIVISION OF LAND

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A. If an owner of any lot, other than the City, does not commence construction of a building or buildings thereon within twenty-four (24) months after the date of purchase of such lot, and complete the construction of a building or buildings thereon within one (1) year after the start of construction, the City shall have the option to repurchase said lot. Exercise of the Option shall be effected by Resolution adopted by the Fort Atkinson City Council. Said Option shall be exercisable by the City upon delivery in writing of a notice to said owner within six (6) months after the expiration of said twenty-four (24) month or one (1) year period. Closing shall take place within sixty (60) days following the notice of intent to exercise such option on such date as shall be designated by the City.

The purchase price to be paid upon the exercise of such option shall be the sum of the following:

1. The purchase price paid for the land by the Owner.
2. The current market value, as determined below, of all improvements thereon paid for by the Owner.
3. All special assessments paid by the Owner of such land during the period of such ownership.

less the sum of the following:

1. Unpaid real estate taxes and special assessments, if any.
2. Proration of current year's real estate taxes to date of closing.
3. Title insurance policy premium paid by the Owner in connection with the original sale.
4. Unpaid liens or special charge of an ascertainable amount.
5. Any other costs of the Owner associated with the original sale to the Owner.

The market value of all improvements will be determined by a mutually agreed upon appraiser, which determination shall be binding on the City and the Owner.

Conveyance shall be by Warranty Deed from said owner to the City free and clear of all liens, encumbrances except those in existence prior to the Owner's purchase of the Property, and subject to municipal zoning and land division ordinance, recorded easements for public utilities, and the protective covenants contained in this Declaration and amendments thereof. Owner shall furnish a title insurance policy, at Owner's expense, to the City in the full amount of the purchase price.

Nothing contained in this paragraph shall be deemed to give the City a right of first refusal or option with regard to lands which have been improved by the construction of a building or buildings thereon, it being intended that the option provisions set forth above shall apply only to vacant parcels and parcels where there building construction has not been completed within one (1) year after the start of construction. The owner of any lot upon which the construction of the building has been completed per approved plans has the right to sell their property free of the City's option.

B. In the event an owner of land, other than the City, elects to sell any portion of the undeveloped land which is not being used in connection with the business of said owner, the same shall first be offered for sale, in writing, to the City, at a price computed as set forth in XIV, A. above. The City shall have forty-five (45) days from the date of receipt of such offer to

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accept or reject the same, unless an extension of time may be mutually agreed upon and set forth in writing. Acceptance or rejection of such offer shall be approved by the City Council. Upon acceptance by the City, conveyance by the owner shall be by warranty deed free and clear of all liens and encumbrances except those in existence prior to the owner's purchase of the property, and subject to municipal zoning and land division ordinances, recorded easements for public utilities, and the covenants contained herein. The owner shall furnish, at owner's expense, a title insurance policy to the City for the full amount of the purchase price. In the event the City rejects any said offer, Owner may then sell such property to any other purchaser and the City shall have no further interest therein, except that any use of said property by any subsequent purchaser shall be subject to applicable zoning and land division ordinances, restrictions and regulations of the City relating to the use of said property and the provisions of these covenants in effect at the time of such sale.

C. Any proposed subdivision or re-subdivision and any sales of parcels or portions of parcels resulting in change or adjustment of lot lines must be reviewed the City Plan Commission, and approved the City Council. Any division not only shall comply with applicable government regulations, but also should not create a parcel that is not readily adaptable to the covenants contained herein.

D. No future owner of any parcels of land subject to these protective covenants may create by deed, easement or any other document any restriction, covenant or easement affecting any property subject to these covenants without having the document approved and also signed by the City. Any attempt to record said document without the City's signature will be absolutely void.

XV. SIGNS AND BILLBOARDS

No signs, other than company and product identification and directions signs, shall be permitted. The type, location and placement of signs shall be approved by the City Planning Commission.

XVI. ENFORCEMENT OF COVENANTS

Any disputes involving these covenants, which are covered by existing codes or ordinances, shall be enforced by the City Building Inspector.

The enforcement of the restrictions and covenants contained in this declaration of restrictions shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages with such election at the option of the enforcing party. Such proceedings may be commenced by the City or by any owners of parcels in said Business Park.

XVII. MODIFICATION AND AMENDMENTS OF COVENANTS

As long as the City owns a minimum of one-fourth of the square footage of land in the Business Park, the restrictions and covenants set forth herein, may be modified and amended by the City upon execution of a written instrument setting forth such changes, as evidenced by a Resolution duly adopted by a favorable vote of at least two-thirds of all members of the City Council. Should the City's ownership of land fall below one-fourth of the total square footage, modifications and amendments can only be made by the City, as outlined above, with the

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approval of a majority of the property owners. Majority of owners of lots or parcels shall be determined on the basis of total square footage of land owned by each owner of land in the Business Park subject to these covenants.

XVIII. VARIANCES

The City, within its scope of authority, reserves the right to grant variances from the strict application of the provisions of these covenants and impose other conditions and safeguards in variances so granted, provided such variances are in keeping with the overall development concept for the Business Park. The City Council may delegate their authority to the Plan Commission from time to time if it chooses.

XIX. REAL ESTATE ADDITION TO BUSINESS PARK

Other lots and parcels of land may be added to the Business Park from time to time and may be made subject to these covenants. In the event of the addition of such property, owners of new lots and parcels shall have the same rights and obligations as the owners of the original Business Park land.

XX. SEVERABILITY AND INVALIDATION

Invalidation of any one of these covenants or restrictions contained within this declaration of restrictions, by judgment or court order, shall in no way affect any other provisions hereof which shall remain in full force and effect.

Dated this 21st day of July, 2000.

CITY OF FORT ATKINSON

John Wilmet, City Manager

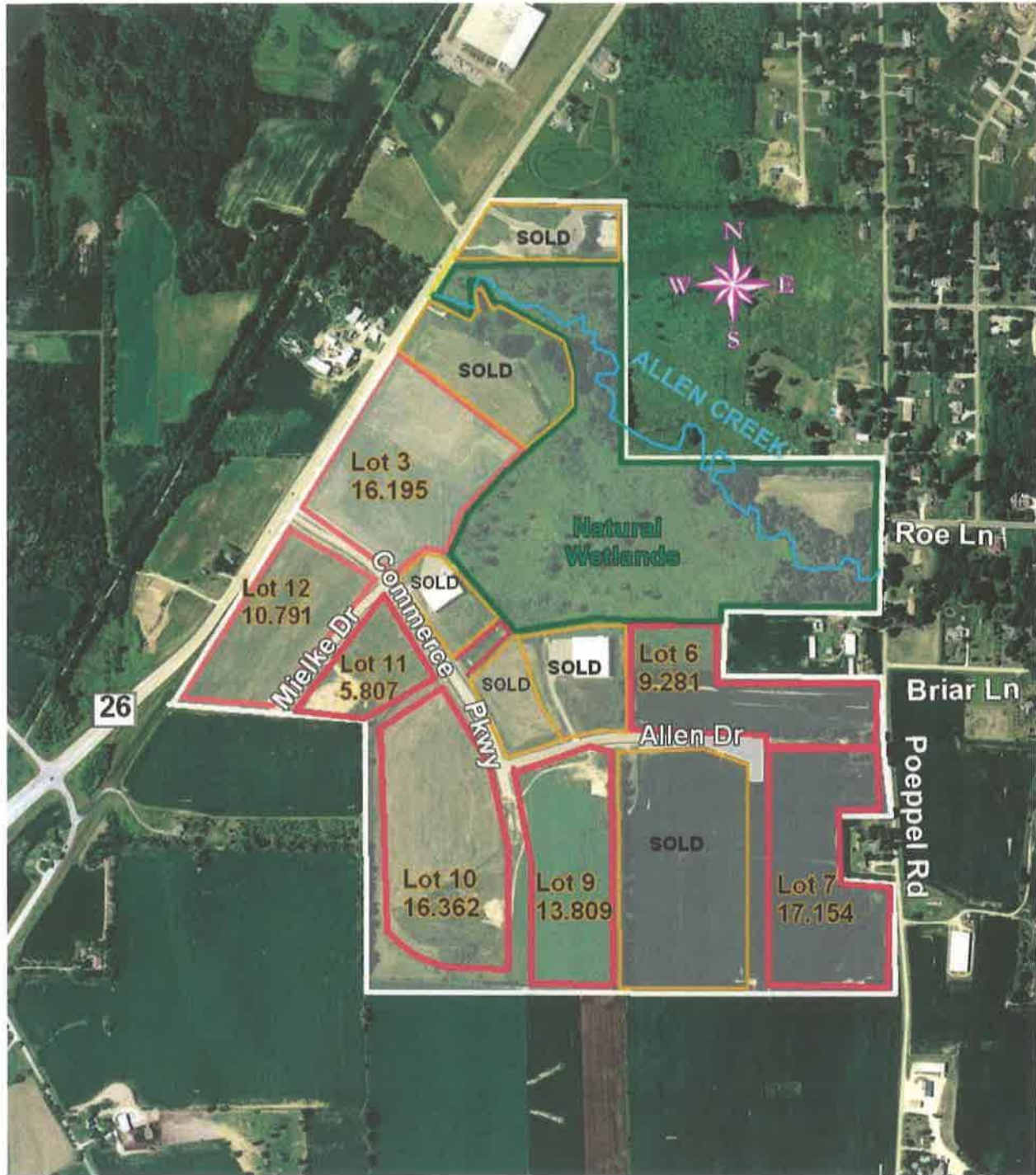
Faith A. Elford, CMC
City Clerk/Treasurer

Subscribed and sworn to before
me this 21st day of July, 2000.

Leila R. Carl, Notary Public
State of Wisconsin
My Commission Expires: 11-02-03

This document was drafted by:
Christopher J. Rogers, Fort
Atkinson City Attorney

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9-c

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: July 18, 2019

TO: City Council

FROM: Andy Selle, P.E., Tom Williamson

SUBJECT: One Acre Land Acquisition for Haumerson Pond Parking Lot

Background:

The Friends of Haumerson Pond approached the City with a request to build an asphalt parking lot to serve the new warming shelter now in use. As a part of this request, staff have been working closely with the group to provide design and location/layout assistance. City Staff formulated several plans and layouts to place a paved parking facility, including ADA parking and access, a paved turn around with a landscaped island for pick up and drop off of patrons, concrete walks to accommodate facility users, and usable overflow parking that can expand into future paved spaces should the facility require a larger lot area.

The final design proposes placing the new asphalt pavement parking, turn around and ADA area to the South of the existing warming house, a portion of which is located on what is now Fort Atkinson School District lands. Staff met with District Representatives and the Friends of Haumerson Pond members to go over the proposed plan and location in further detail. District Officials have expressed an interest, and would entertain, an offer to purchase a portion of land South of the current City owned land (See attached exhibits and legal description for One (1) Acre), to accommodate the new lot. The area needed to complete the proposed parking area, drive, and turn around would be One (1) Acre in size and would be purchased by the City for the sum of \$1.00 (one dollar), with similar conditions as the City's past land acquisition, from the District, for the Haumerson Pond project.

Discussion:

Staff feels this location offers both the Bark River Nature Park property and the remaining District owned lands the opportunity for off-street parking, and ease of access, with minimal impact to the surrounding lands. The new asphalt parking may give access to the District lands for future athletic activities as the needs in the District and community change and grow.

The existing lands fall within the current Floodplain / Floodway mapping and remain challenging with seasonal flooding. The proposed parking facility will be constructed so as to not affect the flood elevations, or any moving flood water.

The District has an interest in preserving the remaining lands for outdoor athletic fields and the additional off-street parking will benefit their use of the land.

1 of 3

Recommendation:

Staff recommends preparing an offer to purchase the One (1) Acre of land, as shown in the attached exhibits, in the amount of one dollar (\$1.00) and including the same provisions as the previous land purchase at the Haumerson Pond site.

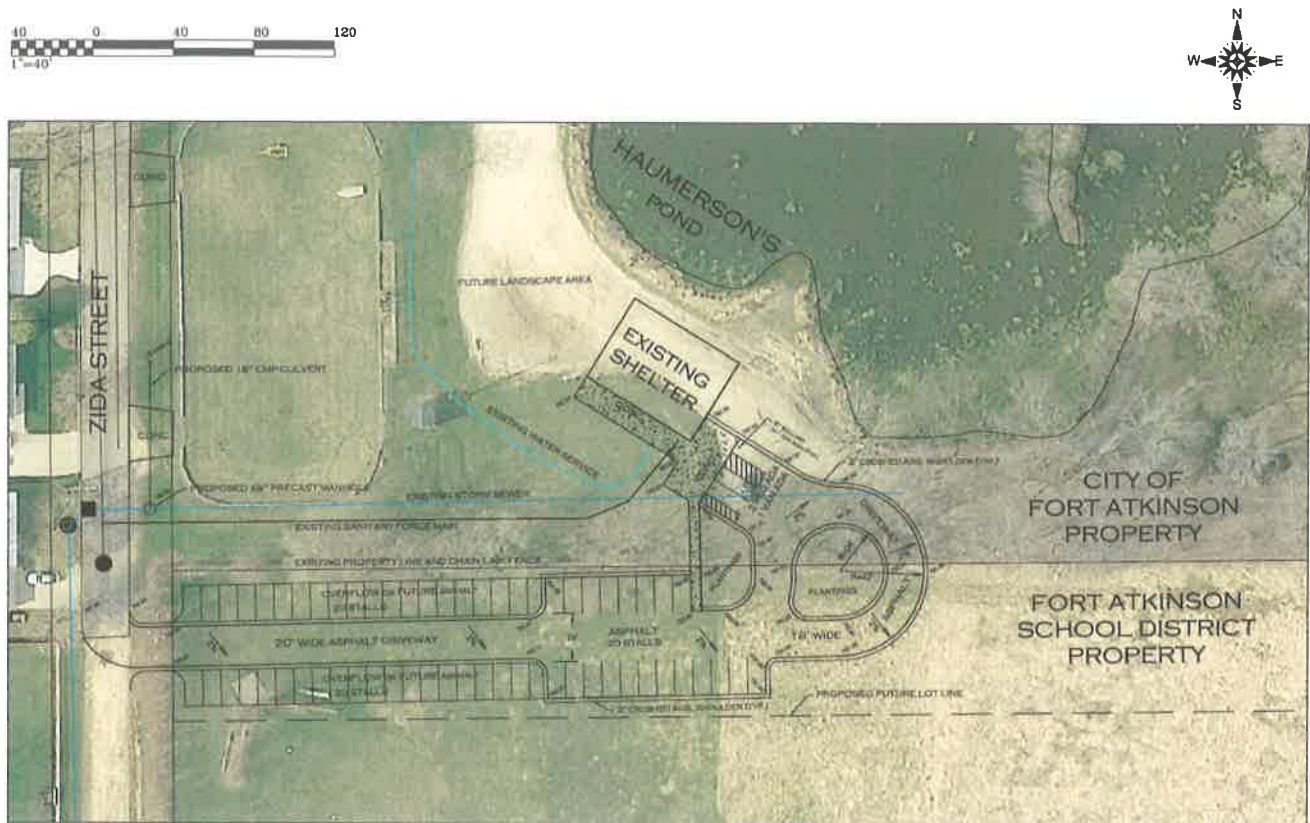
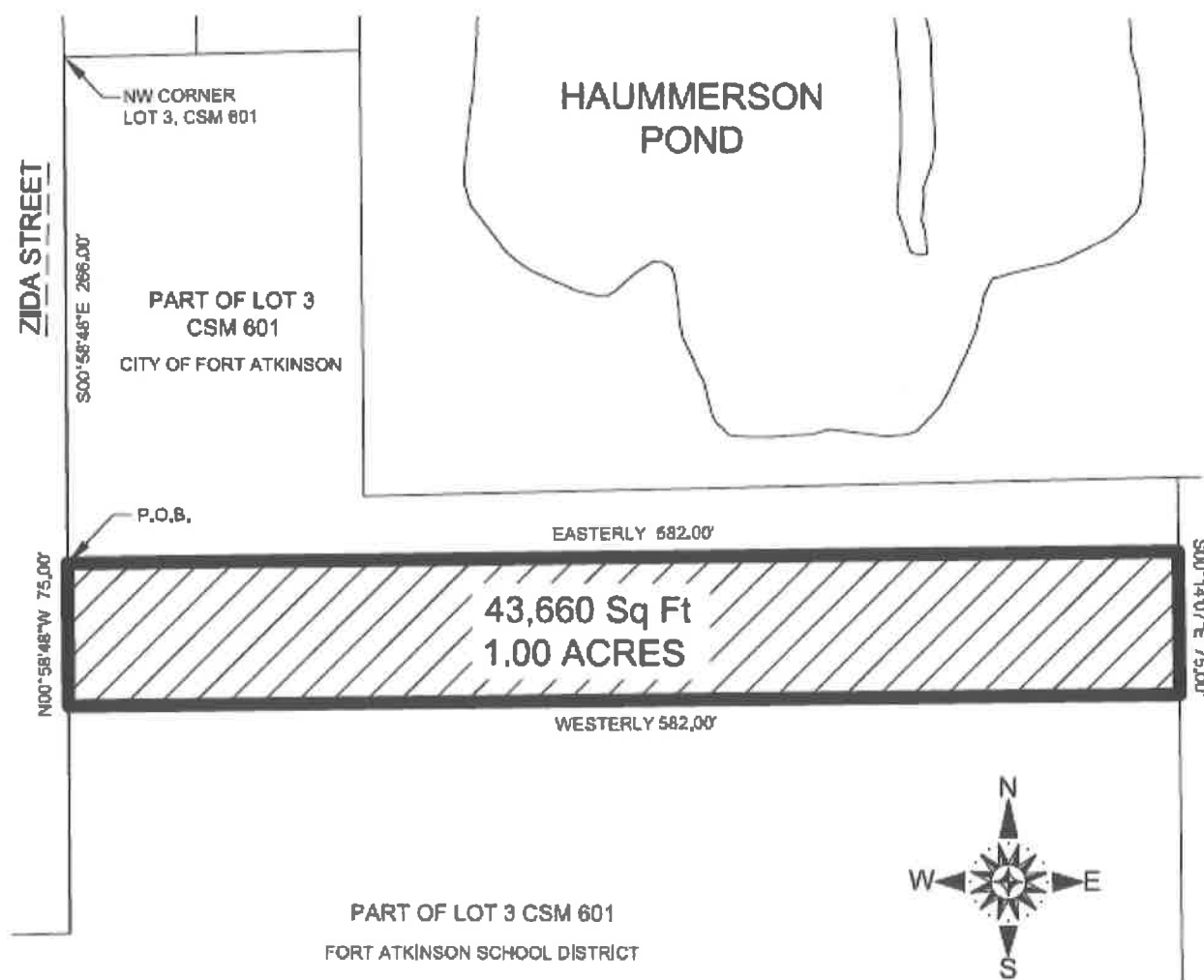


Figure 1 (Proposed parking area)

QUIT CLAIM EXHIBIT "A"

BEING PART OF LOT 3, CERTIFIED SURVEY MAP NO. 601, RECORDED IN VOLUME 2 OF CERTIFIED SURVEY MAPS, ON PAGE 426, IN THE OFFICE OF THE REGISTER OF DEEDS FOR JEFFERSON COUNTY, AND LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 14 EAST, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of Lot 3 of said CSM 601, and the East right-of-way line of Zida Street; thence S00°58'48"E, along the West line of said Lot 3, and said East right-of-way line of Zida Street, a distance of 266.00 feet more or less to the corner of a chain link fence and the POINT OF BEGINNING (P.O.B.) of the hereinafter described lands; thence Easterly along said chain link fence and as extended 582.00 feet more or less to the East line of said Lot 3, CSM 601; thence S01°14'07"E, along the East line of said Lot 3, a distance of 75.00 feet to a point South of said chain link fence as extended; thence Westerly along a line 75.00 feet South of, and parallel to, said chain link fence, a distance of 582.00 feet more or less to the East right-of-way of Zida Street, and the West line of said Lot 3, CSM 601; thence N00°58'48"W, along the East line of Zida Street, and the West line of said Lot 3, CSM 601, a distance of 75.00 feet to the POINT OF BEGINNING, containing 43,659 Sq Ft, or 1.00 Acre more or less,



NOT TO SCALE

Figure 2 (Proposed land acquisition Legal Description and Exhibit)

3 of 3



9-d

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: July 19, 2019

TO: Planning Commission

FROM: Andy Selle, P.E.

SUBJECT: Haumerson's Pond - Site Plan Approval - UPDATE

Background: A site plan for the transportation component of the continuing Haumerson's Pond improvements was presented in October 2017. Following additional thought and discussion with the City, School, and Friends of the Haumerson's a different approach has been developed with the following advantages:

1. Remove issues with vehicle lights shining on houses on Zida St
2. Allow for a parking at grade with the warming house and closer handicap access
3. Allow the existing drive at the end of 4th street to be closed and converted to grass

The School District will be moving through formal approvals, as will the City Council, to deed over the roughly 1 Acre of land within the footprint of the parking area. Proposed work will bear no material expenses to the City. City labor will be utilized when appropriate to help in construction of various features.



Figure 1: Existing aerial of the property

1 of 4



Figure 2: 2017 Approach.

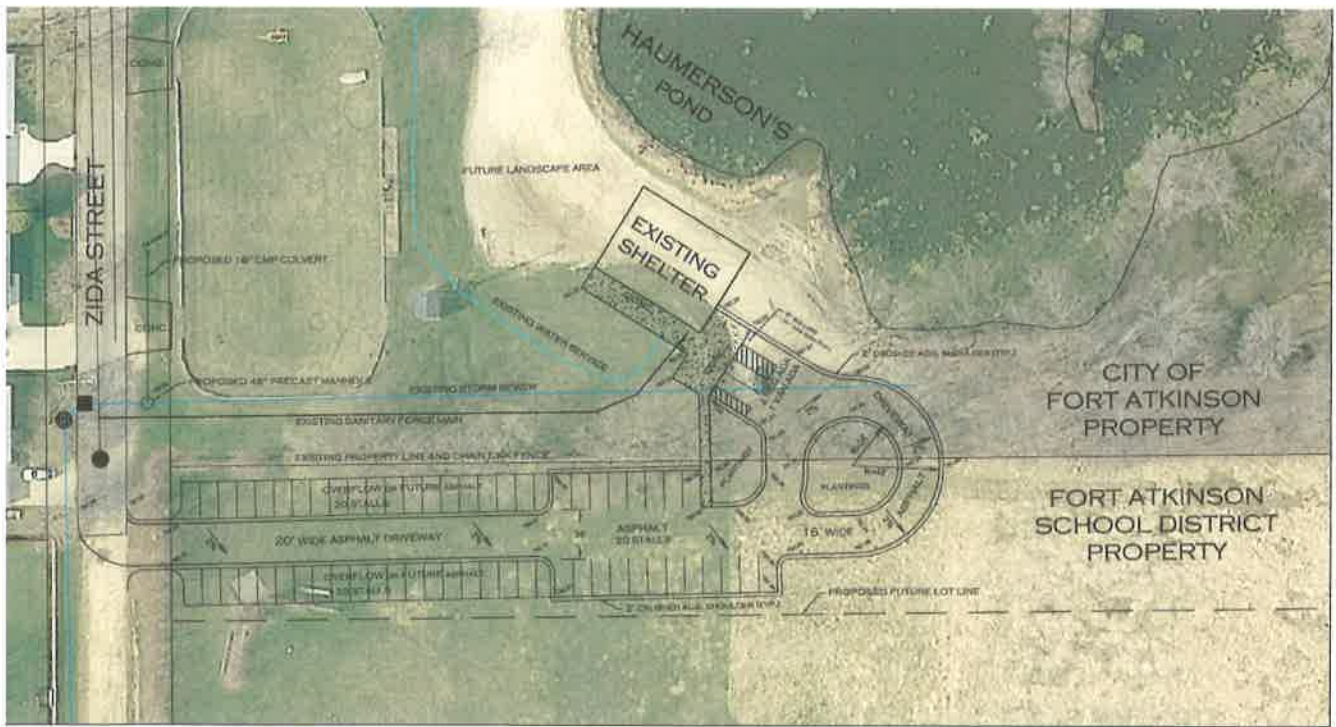


Figure 3: Updated layout

City Department Reviews:

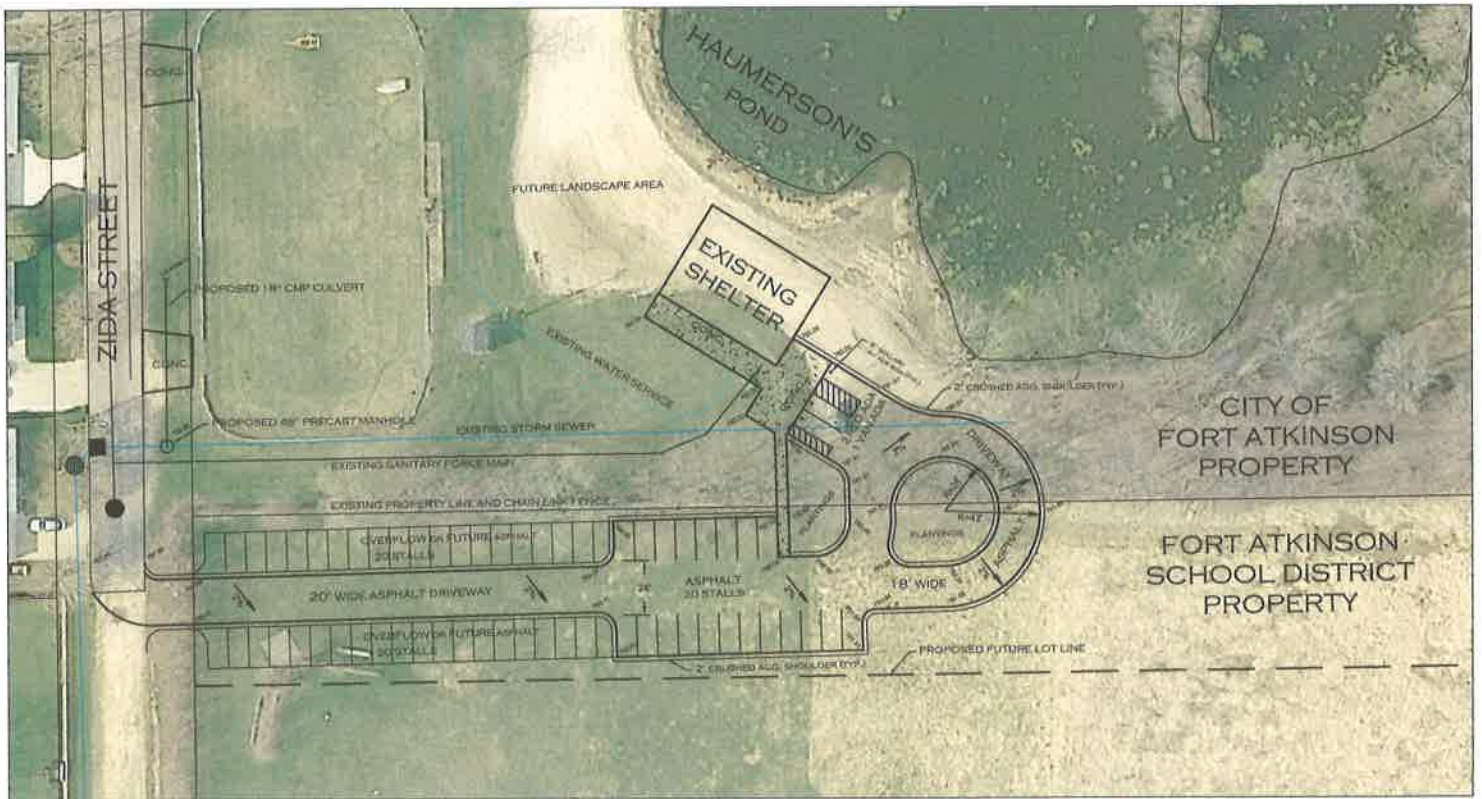
All City departments did not review the updated plan. Building and Zoning, FAFD, Engineering, and Parks were involved in the development of the updated view. In the previous review, only the FAFD had a requirement for gaining access to the structure, which is improved with this version.

Recommendation:

Staff recommends approval of the Site Plan contingent upon City Council and School District approval of the land transfer.

Attachments:

Plan Layout



4 of 4



9-e

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: July 24, 2019

TO: Planning Commission

FROM: Andy Selle, P.E.

SUBJECT: Buena Vista Rd - Extraterritorial Review – CSM

Background:

This is a request for a preliminary certified survey map to split an existing home onto a 1.5 acre parcel from the larger parcel. In addition, a Natural Resources zoning will be applied to site that was formerly A-1 and the home site will be zoned A-3.

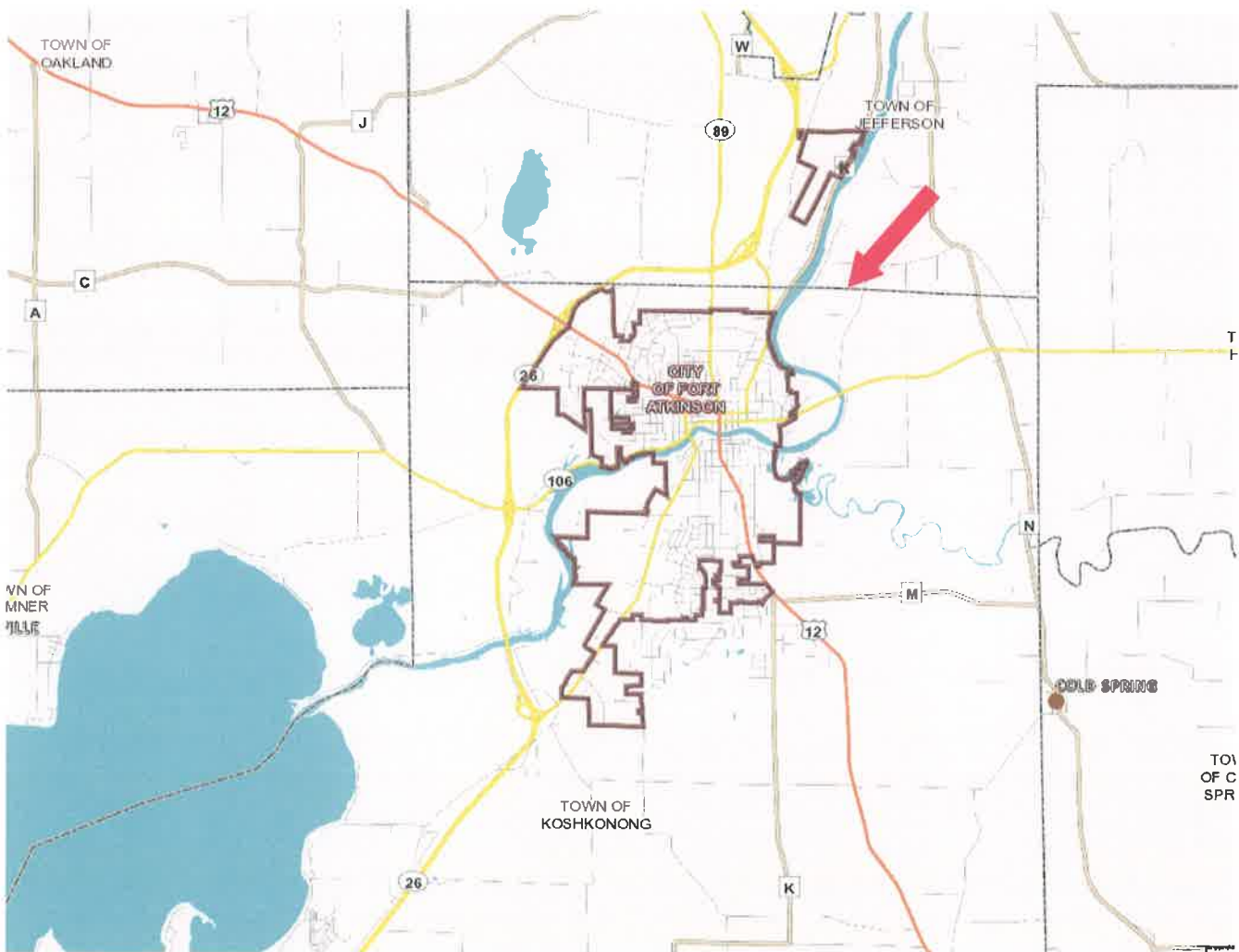


Figure 1: Property location in relation to the City of Fort Atkinson

1 of 7

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

CERTIFIED SURVEY MAP NO.

BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 26, TOWN 6 NORTH, RANGE 14 EAST AND THE SE 1/4 OF THE SE 1/4 OF SECTION 27, TOWN 6 NORTH, RANGE 14 EAST IN THE TOWN OF JEFFERSON, JEFFERSON COUNTY, WISCONSIN.

PREPARED FOR: OWNER
RICHARD POTTHAST and
SUZANNE C. POTTHAST
5625 TALL OAKS RD
WAUNAKEE, WI 53597

PREPARED BY: FRANKLIN LEHMAN
6795 COUNTY ROAD A
LAKE MILLS, WI 53551
(262) 767-8788
(262) 901-5116

FRANKLIN J. LEHMAN S-2211
DATE: MAY 29, 2019
JOB. NO. 181103

LEGEND

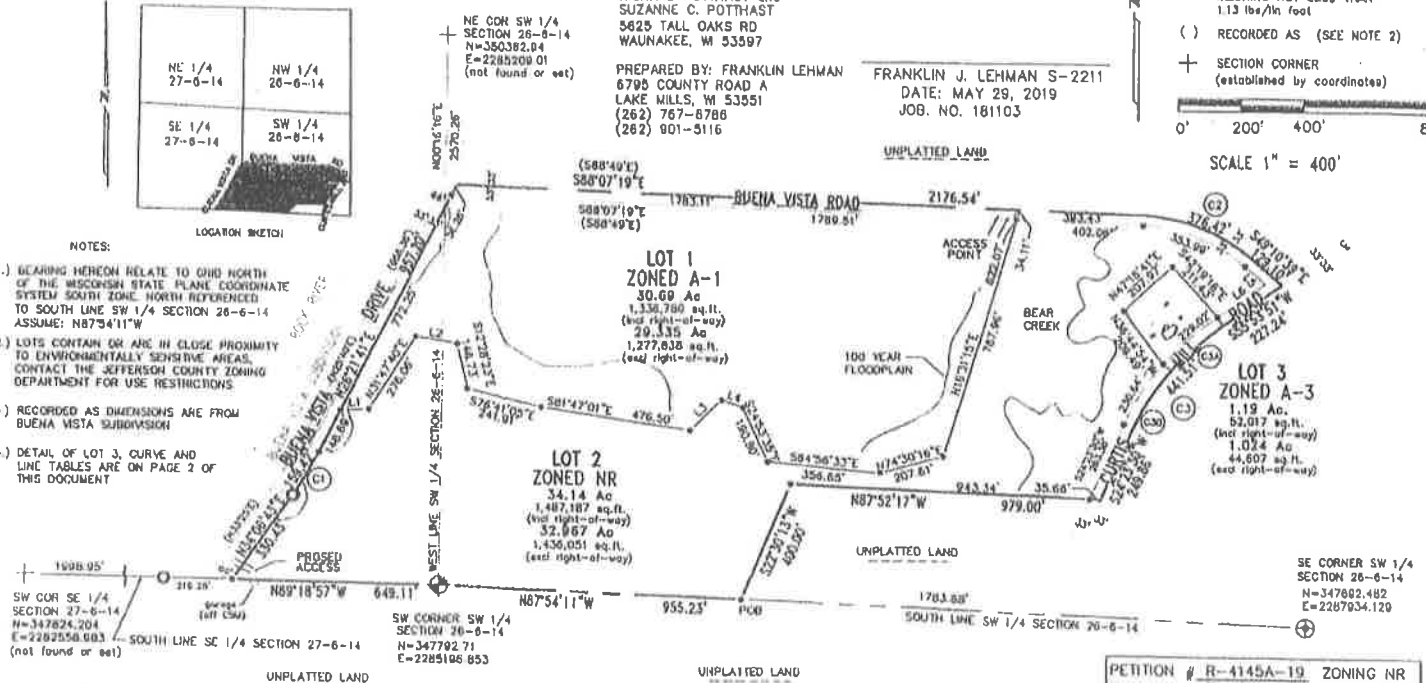
- ⊕ FOUND BRASS CAPPED IRON PIPE
- ⊕ FOUND MAGNETIZED ALUMINUM CAPPED MONUMENT
- FOUND 2" O.D. IRON PIPE
- SET 0.75" DIA X 18" REBAR WEIGHING NOT LESS THAN 1.13 lbs/lin foot
- () RECORDED AS (SEE NOTE 2)
- + SECTION CORNER (established by coordinates)

0' 200' 400' 800'

SCALE 1" = 400'

NOTES:

- 1.) BEARING HEREON RELATE TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE. NORTH REFERENCED TO SOUTH LINE SW 1/4 SECTION 26-6-14 ASSUME: N87°34'11"W
- 2.) LOTS CONTAIN OR ARE IN CLOSE PROXIMITY TO ENVIRONMENTALLY SENSITIVE AREAS. CONTACT THE JEFFERSON COUNTY ZONING DEPARTMENT FOR USE RESTRICTIONS.
- 3.) RECORDED AS DIMENSIONS ARE FROM BUENA VISTA SUBDIVISION
- 4.) DETAIL OF LOT 3, CURVE AND LINE TABLES ARE ON PAGE 2 OF THIS DOCUMENT



THIS INSTRUMENT DRAFTED BY FRANKLIN J. LEHMAN

PAGE 1 OF 4

PETITION # R-4145A-19 ZONING NR
PETITION # R-4144A-19 ZONING A-3
Check for subsequent zoning changes with Jefferson County Zoning.

3 of 7

CERTIFIED SURVEY MAP NO. _____

BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 26,
TOWN 6 NORTH, RANGE 14 EAST, AND PART OF THE SE 1/4 OF THE SE 1/4 OF
SECTION 27, TOWN 6 NORTH, RANGE 14 EAST IN THE TOWN OF JEFFERSON, JEFFERSON
COUNTY, WISCONSIN.



CURVE DATA

CURVE NO.	DESCRIPTION	RADIUS	CENTRAL ANGLE	ARC	CHD	CHORD BEARING
C1 (LOT 2)	RIGHT OF WAY	1178.59'	07°45'00"	159.42'	159.30'	N30°14'18"E
C2 (LOT 2)	CENTER LINE	553.80'	38°56'40"	378.42'	369.22'	S68°38'58"E
C2 (LOT 2)	RIGHT OF WAY	520.80'	38°56'40"	353.99'	347.22'	S68°38'58"E
C3 (LOT 2 AND 3)	OAL CENTER LINE	802.92'	31°30'21"	441.51'	435.97'	S40°08'40"W
C3 (LOT 2 AND 3)	OAL RIGHT OF WAY	835.92'	31°30'21"	459.68'	453.80'	S40°08'40"W
C3A (LOT 3)	CENTER LINE	802.92'	15°41'51"	219.97'	219.29'	S48°02'56"W
C3A (LOT 3)	RIGHT OF WAY	835.92'	15°41'51"	229.02'	228.30'	S48°02'56"W
C3B (LOT 2)	CENTER LINE	802.92'	15°48'30"	221.54'	220.84'	S32°17'44"W
C3B (LOT 2)	RIGHT OF WAY	835.92'	15°48'30"	230.64'	229.80'	S32°17'44"W

LINE CHART

LINE NO.	BEARING	DISTANCE
L1	N86°00'54"E	90.37'
L2	S80°43'58"E	133.86'
L3	N45°36'42"E	139.16'
L4	S71°00'10"E	89.54'
L5	S49°10'39"E	86.03'
L6	S55°53'51"W	184.18'

4 of 7

CERTIFIED SURVEY MAP NO. _____

BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 26,
TOWN 6 NORTH, RANGE 14 EAST, AND PART OF THE SE 1/4 OF THE SE 1/4 OF
SECTION 27, TOWN 6 NORTH, RANGE 14 EAST IN THE TOWN OF JEFFERSON, JEFFERSON
COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, FRANKLIN J. LEHMAN, WISCONSIN PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PART OF THE SE 1/4 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 26 AND THE SE 1/4 OF THE SE 1/4 OF SECTION 27, ALL IN TOWN 6 NORTH, RANGE 14 EAST, TOWN OF JEFFERSON, JEFFERSON COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOW: COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SAID SECTION 26, THENCE NORTH 87°54'11" WEST ALONG THE SOUTH LINE OF SAID SW 1/4, 1783.88 FEET TO THE PLACE OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED: THENCE CONTINUE NORTH 87°54'11" WEST, 955.23 FEET TO THE SW CORNER OF SAID SW 1/4; THENCE NORTH 89°18'57" WEST ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 27, 649.11 FEET TO THE EASTERLY RIGHT-OF-WAY OF BUENA VISTA ROAD AS PLATTED BY BUENA VISTA SUBDIVISION, A SUBDIVISION OF RECORD; THENCE NORTH 34°06'43" EAST (recorded as N33°25'E) ALONG SAID RIGHT-OF-WAY, 330.43 FEET TO A POINT OF CURVATURE; THENCE 159.42 ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 1178.59 FEET, WHOSE CENTRAL ANGLE IS 07°45'00", AND WHOSE LONG CHORD BEARS NORTH 30°14'16" EAST (recorded as N29°32'30"E), FOR 159.30 FEET; THENCE NORTH 26°21'41" EAST, 957.20 FEET (recorded as N25°40'E 958.35 FEET) TO THE CENTERLINE OF BUENA VISTA ROAD; THENCE SOUTH 88°07'19" EAST (recorded as S88°49'E), ALONG SAID CENTERLINE 2176.54 FEET TO A POINT OF CURVATURE THENCE 376.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 553.80 FEET; WHOSE CENTRAL ANGLE IS 38°56'40", AND WHOSE LONG CHORD BEARS SOUTH 68°38'58" EAST, FOR 369.22 FEET; THENCE SOUTH 49°10'39" EAST ALONG SAID CENTERLINE, 129.10 FEET TO THE INTERSECTION OF BUENA VISTA AND CURTIS MILL ROADS; THENCE SOUTH 55°53'51" WEST ALONG CENTERLINE OF SAID CURTIS MILL ROAD, 227.24 FEET TO A POINT OF CURVATURE; THENCE 441.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 802.92 FEET, WHOSE CENTRAL ANGLE IS 31°30'21", AND WHOSE LONG CHORD BEARS SOUTH 40°08'40" WEST, 435.97 FEET; THENCE SOUTH 24°23'30" WEST, ALONG CENTERLINE OF CURTIS MILL ROAD, 249.86 FEET THENCE NORTH 87°52'17" WEST, 979.00 FEET; THENCE SOUTH 22°30'13" WEST, 400.00 FEET TO THE PLACE OF BEGINNING.

SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE NORTHERLY AND EASTERLY 33 FEET FOR ROAD PURPOSES AS SHOWN ON THIS CSM.

CONTAINING 66.02 ACRES (2,875,984 square feet) OF LAND MORE OR LESS.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION, AND MAP AT THE DIRECTION OF RICHARD AND SUZANNE POTTHAST, OWNERS OF SAID PROPERTY.

THAT THE MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF §.236.34 OF THE WISCONSIN STATUTES AND THE TOWN OF JEFFERSON AND JEFFERSON COUNTY IN SURVEYING AND MAPPING THE SAME

FRANKLIN J. LEHMAN PLS-2211
DATED THIS 29TH DAY OF MAY, 2019

CERTIFIED SURVEY MAP NO. _____

BEING PART OF THE SE 1/4 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 26,
TOWN 6 NORTH, RANGE 14 EAST, AND PART OF THE SE 1/4 OF THE SE 1/4 OF
SECTION 27, TOWN 6 NORTH, RANGE 14 EAST IN THE TOWN OF JEFFERSON, JEFFERSON
COUNTY, WISCONSIN.

JEFFERSON COUNTY PLANNING AND ZONING

APPROVED BY THE PLANNING AND ZONING COMMITTEE OF JEFFERSON COUNTY

THIS _____ DAY OF _____, 2019

MATT ZANGL ADMINISTRATOR
JEFFERSON COUNTY

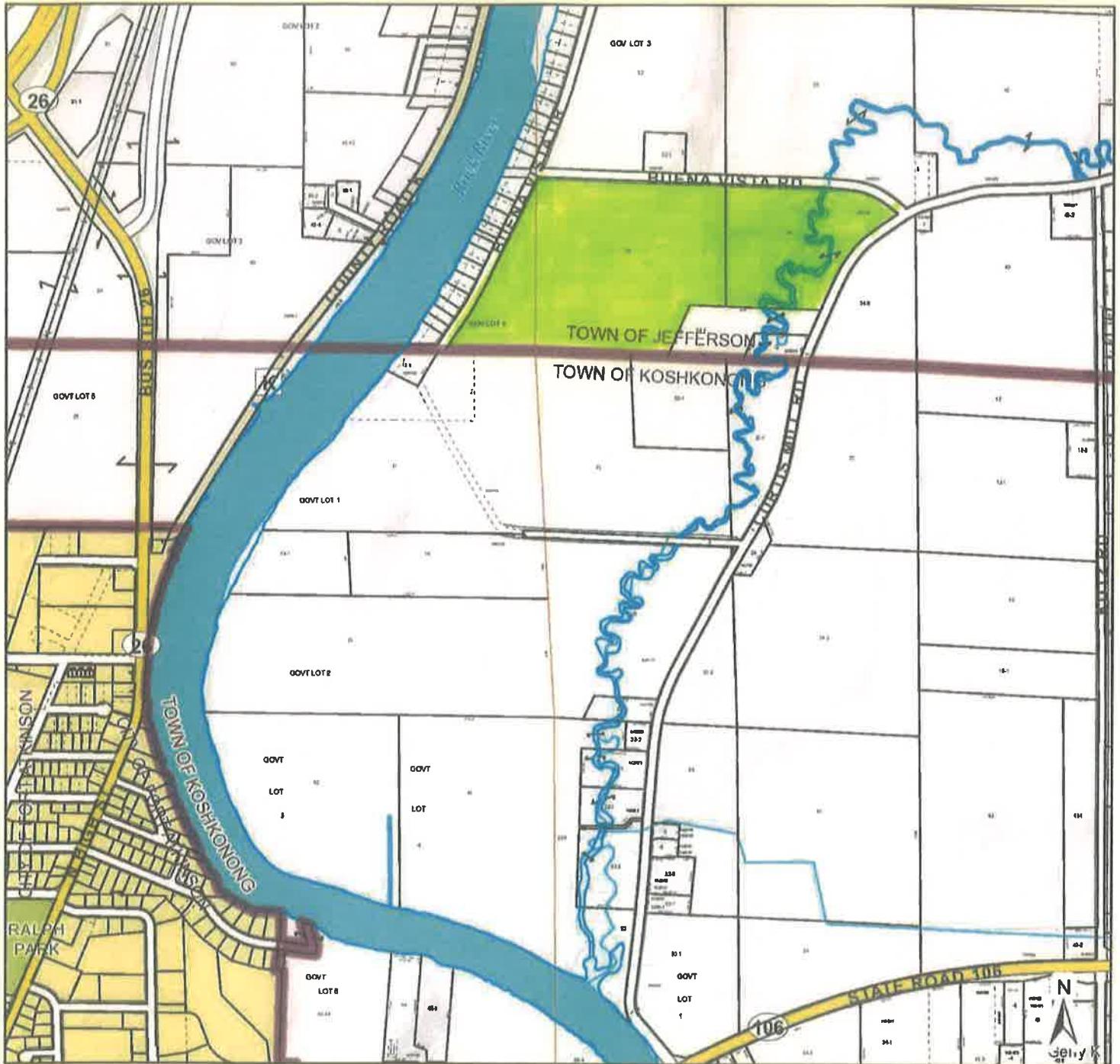
CITY OF FORT ATKINSON (EXTRA--TERRITORIAL JURISDICTION)

THIS CERTIFIED SURVEY MAP HAS BEEN APPROVED FOR RECORDING BY THE CITY OF FORT
ATKINSON, JEFFERSON COUNTY, WISCONSIN

DATED THIS _____ DAY OF JUNE, 2019

MICHELLE EBBERT CITY CLERK

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 | |

7 of 7

1,000 500 0 1,000 Feet
1 inch = 1,000 feet

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 inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.

Printed on: July 10, 2019

Author: Public User



POLICE DEPARTMENT

10-a
Adrian J. Bump
CHIEF OF POLICE

07-25-19

To: Fort Atkinson City Council

From: Chief Adrian Bump

Trick or Treat & Trunk or Treat 2019

The purpose of this letter is to recommend a date and time for Trick or Treat as well as the 2nd Annual Trunk or Treat event for 2019 in the City of Fort Atkinson.

With a very successful and community supported Trunk or Treat event in 2018 it is my recommendation to duplicate the Community Trick or Treat day along with the Jones Park Trunk or Treat Event. I recommend that Trick or Treat in the City be set for October 27, 2019 from 1:00pm-4:00pm. I further recommend Trunk or Treat be set at Jones Park on October 31, 2019 from 6:00pm-8:00pm.

I feel these dates, times and variety of events maximizes safety for our children and offer options for families. It also offers double the Halloween for those who can't get enough!

To help increase safety, the Police Department will deploy additional resources on the streets and in our park for both events.

Respectfully submitted,

Adrian Bump
Chief of Police
City of Fort Atkinson



10-b

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: July 18, 2019

TO: City Council

FROM: Michelle Ebbert, City Clerk/Treasurer

SUBJECT: Annual Report on Identity Theft Prevention Program

Background:

The Water Utility Identity Theft Prevention Program was created and approved by the Council in August 2009. The program was developed to comply with the Federal Trade Commission's Red Flag Rule, which requires any entity where there is a risk of identity theft to create and implement such a program. All utilities must comply with the Red Flag Rule, even if only nominal information such as name, address and phone number are collected. The primary purpose of the rule is to protect against the establishment of false accounts and ensure existing accounts are not being manipulated. This memo shall serve as the required annual report on Water Utility Identity Theft Prevention Program.

Discussion:

There have been no identity theft incidents or suspicions over the last year and therefore we are recommending no substantial changes to the program. We feel that it is effective at this time and will continue to monitor and review it each year. The only changes to the program include the date and names of the officials on the first pages.

Financial Analysis:

None.

Staff Recommendation:

To approve the annual report on Identity Theft Prevention Program.

1 of 4

IDENTITY THEFT PREVENTION PROGRAM

City of Fort Atkinson Water Utility

101 N. Main St.
Fort Atkinson, WI 53538

August 1, 2019

This program is intended to identify red flags that will alert our employees when new or existing accounts are opened using false information, protect against the establishment of false accounts, methods to ensure existing accounts were not opened using false information, and measures to respond to such events.

Contact Information:

The Senior Management Person responsible for this program is:
City Manager Matt Trebatoski, (920)563-7760

The Governing Body Members of the Utility are:

1. Council Member Jude Hartwick
2. Council Member Paul Kotz
3. Council Member Bruce Johnson
4. Council Member Chris Scherer
5. Council Member Mason Becker

Risk Assessment

The Fort Atkinson Water Utility has conducted an internal risk assessment to evaluate how at risk the current procedures are at allowing customers to create a fraudulent account and evaluate if current (existing) accounts are being manipulated. The risk assessment evaluated how new accounts were opened and the methods used to access the account information. Using this information the utility was able to identify red flags that were appropriate to prevent identity theft.

- New accounts opened in person
 - New accounts opened via telephone
 - Account information accessed in person
 - Account information accessed via telephone (person; not automated)
-

284

Detection (Red Flags)

The Fort Atkinson Water Utility adopts the following red flags to detect potential fraud. These are not intended to be all-inclusive and other suspicious activity may be investigated as necessary.

- Other information is inconsistent with information provided by applicant
 - Other information provided by applicant is inconsistent with information on file
 - Application card appears altered or destroyed and reassembled
 - Information commonly associated with fraudulent activity is provided by applicant (e.g. address that is a mail drop or prison, non-working phone number or associated with answering service/pager)
 - Address or telephone number is the same as that of another customer at utility
 - Customer fails to provide all information requested
 - Personal information provided is inconsistent with information on file for a customer
 - Identity theft is reported or discovered
-

Response

Any employee that may suspect fraud or detect a red flag will implement the following response as applicable. All detections or suspicious red flags shall be reported to the City Manager.

- Ask applicant for additional documentation
 - Notify City Manager: Any utility employee who becomes aware of a suspected or actual fraudulent use of a customer or potential customers identity must notify Matt Trebatoski
 - Notify law enforcement: The utility will notify The Fort Atkinson Police Department at 920.563.7777 of any attempted or actual identity theft
 - Do not open the account
 - Close the account
 - Do not attempt to collect against the account but notify authorities
-

Personal Information Security Procedures

The Fort Atkinson Water Utility adopts the following security procedures:

1. Only specially identified employees with a legitimate need will have keys to rooms and cabinets.
2. Employees will not leave sensitive papers out on their desks when they are away from their workstations.

3. Access to offsite storage facilities is limited to employees with a legitimate business need.
4. Any sensitive information shipped will be shipped using a shipping service that allows tracking of the delivery of this information.
5. No visitor will be given any keys/entry codes or allowed unescorted access to the office.
6. Access to sensitive information will be controlled using "strong" passwords. Employees will choose passwords with a mix of letters, numbers, and cases. User names and passwords will be different. Passwords will be changed at least semi-annually.
7. Passwords will not be shared or posted near workstations.
8. When installing new software, immediately change vendor-supplied default passwords to a more secure strong password.
9. Anti-virus and anti-spyware programs will be run on individual computers and on servers daily.
10. The computer network will have a firewall where it connects to the Internet.
11. Check references or do background checks before hiring employees who will have access to sensitive data.
12. Access to customer's personal identity information is limited to employees with a "need to know."
13. Procedures exist for making sure that workers who leave City employ or transfer to another part of the City no longer have access to sensitive information.
14. Employees are required to notify the City Manager immediately if there is a potential security breach, such as a lost or stolen laptop.
15. Service providers notify you of any security incidents they experience, even if the incidents may not have led to an actual compromise of City data.

Identity Theft Prevention Program Review and Approval

This plan has been reviewed and adopted by the Fort Atkinson Water Utility Governing Body Members. Appropriate employees have been trained on the contents and procedures of this Identity Theft Prevention Program.

A report will be prepared annually and submitted to the governing body to include matter related to the program, the effectiveness of the policies and procedures, the oversight and effectiveness of any third party billing and account establishment entities, a summary of any identity theft incidents and the response to the incident, and recommendations for substantial changes to the program, if any.



11-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: July 26, 2019

TO: City Council
FROM: Matt Trebatoski, City Manager
SUBJECT: CIP/Budget Meetings

We are beginning the planning and setting of dates for review of the six-year Capital Improvement Program (CIP) and 2020 City Budget. The six-year CIP was completed last year in one night running from 6:00 p.m. to approximately 9:30 p.m. with Department Heads scheduled every 15 minutes. The following schedules have been developed for the 2020 budget process:

SIX-YEAR CIP:

	Worksheets to Departments	08/02/19
*	Council sets meeting dates	08/06/19
	Department reviews with Manager & Clerk/Treas.	08/12 – 08-15/19 and 08/19 – 08/20/19
	Plan sent to Council	09/17/19
*	Council CIP Workshop (6:00 - 9:00 p.m.)	09/26/19

2020 BUDGET:

	Worksheets to Departments	09/11/19
	Department reviews with Manager & Clerk/Treas.	09/18 – 09/27/19
	Budget sent to Council	10/15/19
*	Council Budget Workshops (7:00 - 9:30 p.m.)	10/22 & 10/23/19
*	Public hearing on Budget	11/19/19

* Council meeting dates

1 of 1



11-b

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: July 30, 2019

TO: City Council

FROM: Michelle Ebbert, City Clerk/Treasurer

SUBJECT: Change of Agent for EYM Pizza of Wisconsin, LLC dba Pizza Hut

Background:

Alcohol Licenses issued to Limited Liability Companies must appoint an agent to operate the business. Agent responsibilities per Statute are listed below:

(6) LICENSES TO CORPORATIONS AND LIMITED LIABILITY COMPANIES; APPOINTMENT OF AGENTS.

125.04(6)(a)(a) Agent. No corporation or limited liability company organized under the laws of this state or of any other state or foreign country may be issued any alcohol beverage license or permit unless:

125.04(6)(a)1. 1. The entity first appoints an agent in the manner prescribed by the authority issuing the license or permit. In addition to the qualifications under sub. (5), the agent must, with respect to character, record and reputation, be satisfactory to the issuing authority.

125.04(6)(a)2. 2. The entity vests in the agent, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the licensee or permittee could have and exercise if it were a natural person.

125.04(6)(b) (b) Successor agent. A corporation or limited liability company may cancel the appointment of an agent and appoint a successor agent to act in the agent's place, for the remainder of the license year or until another agent is appointed, as follows:

125.04(6)(b)1. 1. The successor agent shall meet the same qualifications required of the first appointed agent.

125.04(6)(b)2. 2. The entity shall immediately notify the issuing authority, in writing, of the appointment of the successor agent and the reason for the cancellation and new appointment.

125.04(6)(c) (c) Authority of successor. A successor agent shall have all the authority, perform all the functions and be charged with all the duties of the previous agent of the corporation or limited liability company until the next regular or special meeting of the issuing authority if a license is held. However, the license of the corporation or limited liability company shall cease to be in force if, prior to the next regular or special meeting of the issuing authority, the clerk of the licensing authority receives notice of disapproval of the successor agent by a peace officer of the municipality issuing the license.

Discussion:

EYM Pizza of Wisconsin, LLC submitted documentation for appointment of a new agent, Tammie Schenck to the 1550 Madison Avenue location. A background was conducted without concerns.

Financial Analysis:

A Change of Agent fee was appropriately paid, \$10.00.

Staff Recommendation:

Approval of the appointment of Tammie Schenck as Agent of Pizza Hut, 1550 Madison Avenue effective immediately.

1 of 3

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Schenck		Tammie		Mae	
Home Address (street/route)		Post Office		City	State Zip Code
614 Grant St.				Fort Atkinson	WI 53538
Home Phone Number		Age	Date of Birth		Place of Birth
920-723-3419		41			Elgin IL

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☒ **Tammie Schenck - Agent** of **EYM Pizza of Wisconsin, LLC**
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? _____
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.) _____
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending. _____
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
EYM Group, Inc	450 E. John Carpenter Fwy Suite 100, Irving, Texas 75062		Current
Employer's Name	Employer's Address	Employed From	To

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 24 day of July, 2019
[Signature]
(Clerk/Notary Public)

[Signature]
(Signature of Named Individual)

My commission expires July 29, 2021



Printed on
Recycled Paper

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town
☐ Village of Fort Atkinson County of Jefferson
☒ City

The undersigned duly authorized officer(s)/members/managers of EYM Pizza of Wisconsin, LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as
Pizza Hut
(trade name)

located at 1550 Madison Ave, Fort Atkinson, WI 53538

appoints Tammie Schenck
(name of appointed agent)
1614 Grant St. Fort Atkinson, WI 53538
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? _____

Place of residence last year _____

For: EYM Pizza of Wisconsin, LLC
(name of corporation/organization/limited liability company)

By: [Signature]
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Tammie Schenck, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

T. Schenck 7-24-19 Agent's age 41
(signature of agent) (date)
1614 Grant St. Fort Atkinson, WI 53538 Date of birth 1
(home address of agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)

3083



11-C

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: August 2, 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. Dakota Kopp Stop-n-Go Madison Ave

Financial Analysis:

None.

Staff Recommendation:

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

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11-d

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: July 31, 2019

TO: City Council
FROM: Matt Trebatoski, City Manager
SUBJECT: Second Quarter Financial Statement Highlights

The following are the highlights for the second quarter of 2019 by fund:

FUND 1 – GENERAL FUND

- Advances to TIF 6 from General Fund -- \$2,534,637. This number is down from \$2,768,657 in June last year.
- Will receive 15% of shared revenue and 100% of expenditure restraint payment from State in July.
- Received new exempt personal property aid payment of \$30,528 in May.
- Taxi reimbursements slow coming in again from federal government. Only first quarter State share received so far.
- Building permits revenue is down from last year, but still in relatively good shape at 67% of budget.
- Court and parking at 61% and 86% respectively.
- Revolving loan administration revenue will be at zero (0) for the year due to the closing of the program.
- Airport fuel sales are at 32% through June. Hope to see this pick up through the summer months.
- Aquatic Center revenues are at 47%, exactly the same as June of last year.
- Parks & Recreation fees in good shape.
- Interest earnings look great at \$45,000 over budget only half way through the year.
- Most -2500 benefit account numbers are showing at or slightly under budget.
- Police overtime is in good shape at this point in the year, but still may be over budget by the end of the year with a couple new officers being trained and a workers compensation injury leave.

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- Dispatch overtime is a little high at 58% due to training a new dispatcher.
- The K-9 unit remains fully funded through donations.
- On-call fire salaries at 47%, compared to 49% at this time last year. This number can fluctuate quite a bit based on call volume.
- Fire truck maintenance at 67% of budget due to some vehicle changeover costs and a number of larger repairs.
- Street Machinery supplies at 57% of budget, compared to 62% last year.
- Street Machinery gas and oil in pretty good shape at 55%.
- Snow and Ice Control salaries at 91% of budget before November. This will likely become a bit of a stress on the City budget.
- Airport fuel for resale at \$37,371, or 54% of budget.
- Parks equipment maintenance already at budget due to an emergency mower replacement purchase, and a major repair to another mower.
- Forestry trees account showing \$12,810 spent above budget. This will be offset by grant funds from the Community Foundation.
- Revenues at 73% of budget.
- Total city expenses running at 56% of budget. This includes the unbudgeted Revolving Loan Fund program buyout payment of \$491,870.

FUND 2 – SEWER UTILITY

- Replacement funds at \$930,501, anticipated replacement expenses for 2019 are \$1,026,000.
- Cash continues to be in great shape at \$2,257,204. We used our strong cash position to avoid having to borrow for Rockwell Avenue main replacement in 2018.
- Debt is at \$860,972, or just 5% of assets.
- Residential and commercial monthly sales are in good shape at 49% and 51% respectively. Industrial quarterly sales are also doing well at 52% of budget. Sales are down however about 10% overall from 2018. This is mainly due to very high industrial sales in 2018.
- Septage and holding tank waste at \$53,897, or 54% of budget. Second quarter invoices have not been applied yet.
- Pumping power/fuel is looking like it will be over budget for 2019, sitting at 54% through June.

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- Miscellaneous General Expenses at 101% due to payment of DNR environmental fees totaling over \$14,000.
- Overall revenue at 52% of budget.
- Expenses are at 47% of budget.
- Utility in good shape financially as we move forward with updating our 28+ year old plant over the next few years.

FUND 3 – WATER UTILITY

- Cash is at \$953,122 versus \$728,873 in June, 2018. This represents a very healthy balance for the Utility and will allow us to complete approximately \$400,000 of main work this year without the need to borrow.
- Long-term debt is at \$2,559,818, or 23% of assets.
- Showing \$7,838 in contribution from others revenue due to damage to hydrants insurance claims.
- Sales revenues are running at 50%, compared to 51% last year. Industrial sales contributed the most at 57%, while residential and commercial sales came in a little lower at approximately 47-48%. Lawn watering should give residential sales a small boost through the summer months.
- Water treatment supplies at 75% of budget due to required chemical testing.
- Water main breaks are only at 17% of budget, compared to 33% at this time last year.
- Most expense accounts are running at or below budget.
- Total expenses are at 46% for the first half of the year.
- Utility is in the process of seeking a rate increase with the PSC for operations and to establish an annual mains replacement program.

FUND 4 – DEBT SERVICE

- Remaining city principal and interest payments for 2019 total \$178,172.

FUND 5 – TRANSPORTATION IMPROVEMENTS

- Vehicle registration fee revenue at 45% of budget.
- Street program expenses will begin to show in the third quarter. Currently at 6%.

FUND 6 – REVOLVING LOAN FUND

- Cash on hand - \$13,569.
- Revolving Loan Fund program closeout payment of \$1,492,975 made in May.
- Total loans outstanding (3) -- \$482,127.
- All loans are current.

FUND 7 – EMS FUND

- Cash at \$4,503.
- Revenues at 54% of budget.
- Total expenditures at 24%.

FUND 10 – STORM WATER FUND

- Cash at \$291,085, compared to \$453,956 at this time last year. The reduction is due to funding the Larsen Lagoons project.
- Replacement funds at \$115,500.
- Long-term debt at \$1,312,190, or 22% of assets. This is on par with the Water Utility.
- Revenues are right on budget, and expenses are under budget at 38%. Expenses will increase in the third quarter as street sweeping and the street program begin.

FUND 12 – KLEMENT BUSINESS PARK (T.I.F. 6)

- First installment of crop and hay land rent received.
- Klement land payment made.

FUND 13 – DOWNTOWN ECONOMIC DEVELOPMENT (T.I.F. 7)

- Plan to construct a south downtown entry feature at the southwest corner of South Main and South Third in summer or fall.

FUND 14 – NORTHWEST CORRIDOR DEVELOPMENT (T.I.F. 8)

- No activity for second quarter.