



F O R T • A T K I N S O N

**AGENDA
CITY COUNCIL MEETING
MUNICIPAL BUILDING COUNCIL CHAMBERS
101 N. MAIN STREET, FORT ATKINSON, WISCONSIN
AUGUST 20, 2019 ~ 7:00 P.M.**

1. Call meeting to order.
2. Roll call.
3. Approval of minutes of August 6, 2019 regular Council meeting.
4. Public Hearings

None.
5. Public Comment
6. Petitions, Requests and Communications

None.
7. Resolutions and Ordinances
 - a. 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 – Table.
 - b. Existing Employer Update Resolution Wisconsin Public Employer’s Group Health Insurance Program.

Action – Reject—Approve and adopt Resolution.
8. Reports of Officers, Boards and Committees
 - a. Minutes of Sex Offender Residence Board meeting held August 8, 2019.

Action – Accept and file.

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

- b. Minutes of Tourism Commission meeting held May 16, 2019.

Action – Accept and file.

- c. Minutes of Historical Society Board meeting held July 18, 2019.

Action – Accept and file.

9. Unfinished Business

- a. Update to design of mural proposed to be put on south wall (facing the river) of the Water Utility Service Center.

Action – Reject—Approve.

10. New Business

- a. Review and approve bid and Rental Agreement for lease of agriculture land at Klement Business Park.

Action – Reject—Approve.

- b. Review and approve construction of south downtown entry feature.

Action – Reject—Approve.

- c. Review and approve Agreement for long line painting.

Action – Reject—Approve.

- d. Review and approve emergency repairs to Well #6.

Action – Reject—Approve.

11. Miscellaneous

- a. Temporary Class “B” beer and/or wine license for St. Joseph’s Fall Festival on September 8, 2019.

Action – Reject—Approve license.

- b. Granting operator licenses.

Action – Reject—Approve licenses.

- c. City, Sewer, Water and Stormwater Utility Financial Statements as of July 31, 2019.

Action – Accept and file.

- d. Move into closed session pursuant to Section 19.85(1)(e), Wisconsin Statutes, to consider purchase of public property.

Action – Move into closed session - Council will not reconvene 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 ~ August 6, 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 Police Chief.

APPROVAL OF MINUTES OF JULY 16, 2019 REGULAR COUNCIL MEETING.

Cm. Hartwick moved, seconded by Cm. Johnson to approve the minutes of July 16, 2019.
Motion carried.

PUBLIC HEARINGS

None.

PUBLIC COMMENT

Curtis Abendroth, 1000 N. Main Street spoke on the Ordinance regarding the speed limit on Janesville Avenue. He opposed the change to lowering the speed limit. He positioned himself near Jones Park and watched drivers and pedestrians at several different times in the vicinity of Jones Park and Jones Market. He witnessed more drivers than pedestrians.

PETITIONS, REQUESTS AND COMMUNICATIONS

a. *Notification from Bird City Wisconsin of City being designated as a Bird City.*
Dan Schneider presented the City with the Bird City notification.

Cm. Becker moved, seconded by Cm. Hartwick to accept and file the Notification from Bird City Wisconsin of City being designated as a Bird City. Motion carried.

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 third and final reading. No comments or concerns were presented.

Cm. Hartwick moved, seconded by Cm. Johnson to approve and adopt Ordinance designating five parking stalls in Lot 5, west of Post Office and east of Main Street as two-hour parking from 9:00 am to 5:00 pm weekdays. Motion carried on a roll call vote.

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 third and final reading. No comments or concerns were presented.

Cm. Hartwick moved, seconded by Cm. Becker to approve and adopt Ordinance restricting two-hour parking on McMillen Street from East Sherman Avenue to North Fourth Street on the east side only. Motion carried on a roll call vote.

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.*

Manager Trebatoski stated this is the third reading. Engineer Selle presented the results of a speed study conducted. The highest percentage of travelers were at a speed limit between 35 and 40 mph.

Pres. Kotz shared his experience traveling at 35 mph and was passed by many vehicles in this section of street.

Selle discussed the 'Hawk' system which is a pedestrian activated light. The protection for pedestrians was good, however the issue was with drivers being confused or frustrated with the lights. The DOT does not recommend this type of light systems.

Cm. Hartwick inquired on stopping distances. At 25 mph-85 feet to stop, 35 mph-146 feet to stop and 45 mph-196 feet to stop.

Cm. Johnson brought up the public popularity and does not think the citizens would appreciate a speed decrease. He also asked about increased paint on the street to alert drivers. Selle stated they are looking into different options for various intersections that may or may not include Janesville Avenue.

Cm. Becker referenced an email he received from a resident supporting the reduction and providing more safety measures. Selle discussed different safety lighting options and the considerations made for each suggestion on Janesville Avenue. Becker supports the reduction and shared percentages of injuries between vehicles and pedestrians.

Chief Bump added the suggestion for a reduction has nothing to do with speeding, but has to do with increased safety for everyone in that area whether driving, walking, biking, etc. This change is to prevent a dangerous situation and improve safety measures.

Cm. Becker moved, seconded by Cm. Hartwick to send the ordinance to a fourth reading. Motion carried.

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

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

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

UNFINISHED BUSINESS

a. 2019 call data update on adult care facilities.

Chief Bump shared the call history/volume from January 1st to June 30th 2019. Call volume appears to be steady or increasing and confirms that the best run facility will still require a base level of emergency services for their population. There are facilities that are not interested in working with the City or FACC in reducing calls or adopting best practices.

Cm. Becker moved, seconded by Cm. Scherer to accept and file the 2019 call data update on adult care facilities. Motion carried.

b. Recommendation from Economic Development Commission to approve Listing Contract for the Klement Business Park.

Manager Trebatoski reviewed the recommendation from the Economic Development Commission. 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. Hartwick moved, seconded by Cm. Johnson to approve the one-year exclusive listing contract for the Klement Business Park with Madison Commercial Real Estate. Motion carried.

c. Review and approve purchase of one acre of land from School District for Haumerson's Pond parking area.

Engineer Selle discussed the land owned by the School District adjacent to the Haumerson's Pond and land owned by the City. The final design of the parking lot 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 School District lands. District officials have expressed an interest and would entertain an offer to purchase a portion of land south of the current city owned land. The area needed to complete the proposed parking would be one acre in size and would be purchased by the City for the sum of \$1.00.

Cm. Hartwick moved, seconded by Cm. Johnson to prepare an Offer to Purchase the one acre of land, as shown in the exhibits presented in the amount of one dollar (\$1.00) and including the same provisions as the previous land purchase at the Haumerson Pond site. Motion carried on a roll call vote.

d. Recommendation from Plan Commission to approve updated site plan for Haumerson's Pond.

Engineer Selle shared the updated site plan for the parking lot. Planning Commission reviewed and recommended approval with the contingencies as followed:

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.

3 of 5

Cm. Hartwick moved, seconded by Cm. Becker to approve the site plan contingent upon City Council and School District approval of the land transfer. Motion carried on a roll call vote.

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

Engineer Selle presented the recommendation from Planning Commission without concerns.

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

NEW BUSINESS

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

Chief Bump presented the option for two dates to celebrate the holiday.

Cm. Becker moved, seconded by Cm. Hartwick to designate Sunday, October 27th as Trick or Treat from 1:00 pm to 4:00 pm and Thursday, October 31st from 6:00 pm to 8:00 pm as Trunk or Treat. Motion carried.

b. Annual report on Identity Theft Prevention Program.

Clerk Ebbert reviewed the annual report. No concerns have been presented by Staff or Management.

Cm. Scherer moved, seconded by Cm. Johnson to approve, accept and file the Annual Report on Identity Theft Prevention Program. Motion carried.

MISCELLANEOUS

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

Meeting dates set as presented.

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

Clerk Ebbert presented the agent change. A successful background was performed.

Cm. Becker moved, seconded by Cm. Johnson to approve the Agent change for license for Pizza Hut, 1550 Madison Avenue. Motion carried.

c. Granting operator license.

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

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

Cm. Hartwick moved, seconded by Cm. Scherer to approve, accept and file the City, Sewer, Water and Stormwater Utility Financials as of June 30, 2019. Motion carried.

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.

Cm. Becker moved, seconded by Cm. Scherer to 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. Motion carried by a unanimous roll call vote.

The council will not be returning to open session.

CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS

a. Verified claims.

Cm. Becker moved, seconded by Cm. Hartwick 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 Pres Kotz to adjourn. Meeting adjourned at 8:27 pm.

Respectfully submitted,
Michelle Ebbert
City Clerk/Treasurer

5 of 5



7-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: August 16, 2019

TO: City Council

FROM: Andy Selle, P.E.

SUBJECT: Janesville Ave. Speed Limit

The approach to the pedestrian crossing at Janesville Avenue will not be ready in time for the Council meeting. Indications were that this is an important element to the speed limit recommendation from the Traffic and Transit Review Committee on the speed limit reduction. I would suggest we table the issue until a full understanding of the approach for the pedestrian crossing can be developed for Council review.

1 of 2

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 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

2 of 2



7-b

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: August 14, 2019

TO: City Council
FROM: Michelle Ebbert, City Clerk/Treasurer
SUBJECT: Resolution –Existing Employer Update

Background:

As noted in the attachments, the Department of Employee Trust Funds (ETF) updated and improved the local employer manual and it has been renamed to *Local Employer Health Insurance Standards, Guidelines and Administration Manual*.

Discussion:

Employers that participate in the Wisconsin Public Employers Group Health Insurance must have a Resolution on file that confirms participation in the health insurance program. The existing resolution on file for Fort Atkinson employees references the outdated, expired health insurance manual. A new resolution is to approved and adopted that references the new, updated manual, *Local Employer Health Insurance Standards, Guidelines and Administration Manual*.

There are no changes to our health insurance plan with this resolution rather a simple update to existing documentation.

Financial Analysis:

There is no financial impact.

Staff Recommendation:

To approve and adopt Resolution for Existing Employer Update Resolution Wisconsin Public Employers' Group Health Insurance Program.

1 of 4



Employer Bulletin

Employer Communication Center 608-266-3285

Toll free: 1-877-533-5020

etf.wi.gov

Action Required: New Employer Resolution Must be Submitted by October 1, 2019

The Department of Employee Trust Funds is pleased to inform you that your local employer health insurance reference tool, the local employer manual, has been fully updated and improved. It has been renamed and can be found as the Local Employer Health Insurance Standards, Guidelines and Administration Manual (ET-1144).

1. This change requires action on your part. In creating one document for ease of reference, ETF moved (but did not change) applicable contract provisions from the contract between the Group Insurance Board and the participating health insurance providers into this updated employer manual. This means that the resolution your governing body signed to participate in the Wisconsin Public Employers group health insurance program (WPE-GHIP) is no longer correct, since that resolution states that your board agrees to abide by the terms of the health insurance provider contract, not this updated employer manual.

All participating municipalities will need to file the updated resolution (ET-1169), which is also attached, to continue participating in the WPE-GHIP. **ETF asks that this be acted upon during your next available governing board meeting. To assist you in this, ETF has attached a letter that you may share with your board to explain the change.**

The new resolution must be submitted to ETF as soon as possible and no later than October 1, 2019 to continue in the WPE-GHIP. If you need more time, please contact ETF.

2. The reasons for this change are:
 - **Administrative ease.** Previously, employers had to refer to many documents, for example Employer Bulletins and the health insurance contract, to answer questions. Now all that information can be found in the Employer Manual to make searches easier for you.
 - **Updated content.** The former employer manual was out-of-date in many areas, including certain "how to" descriptions, and references to Long Term Disability Insurance (LTDI) and Domestic Partner information.
 - **Reorganized information.** When talking through the former manual it was difficult at times to make sure everyone was referring to the same location for information. ETF has re-numbered and slightly reorganized information to make such discussions easier.
 - For the future, ETF plans to adjust the manual to use more plan language.

If you have questions or comments about this bulletin, please contact ETF at ETF SMBEmployerInsurance@etf.wi.gov or call us at 1-877-533-5020 select option 2 (local Madison area).

2 of 4



STATE OF WISCONSIN
Department of Employee Trust Funds
Robert J. Conlin
SECRETARY

Wisconsin Department
of Employee Trust Funds
PO Box 7931
Madison WI 53707-7931
1-877-533-5020 (toll free)
Fax 608-267-4549
etf.wi.gov

March 15, 2019

To whom it may concern,

The Department of Employee Trust Funds is writing to inform you of a change that requires you, the governing body of your municipality (Board), to sign and submit an updated resolution to participate in the Wisconsin Public Employers group health insurance program (WPE-GHIP). This will not change the WPE-GHIP that is offered to your employees and retirees. **Please sign and return the attached resolution as soon as possible and no later than October 1, 2019 to continue participation in the WPE-GHIP.**

The reasons for the need of this new resolution are as follows:

1. ETF has created one reference source for the WPE-GHIP. Previously, information was provided in a variety of publications such as: the *Local Health Insurance Employer Administration Manual* (ET-1144), the contract between the Group Insurance Board and the participating health insurance providers (ET-1136) and several employer bulletins. These resources are now combined into the *Local Employer Health Insurance Standards, Guidelines and Administration Manual* (ET-1144).
2. The original resolution the Board signed stated that the Board agreed to abide by the terms of the program set forth in the contract between the Group Insurance Board and the participating health insurance providers. With the movement of those contract provisions to this new employer manual (ET-1144), that resolution is no longer accurate.

Contract provisions that were moved into this employer manual were not materially changed. Signing this agreement does not bind the Board into any new or substantially revised provisions that haven't already been communicated or implemented. The change was motivated by ETF's strategic initiative to provide an improved experience for administrative staff.

If you have questions or comments, please contact ETF at ETFSMBEmployerInsurance@etf.wi.gov or 1-877-533-5020 select option 2 (toll free) or 1-608-266-3285 select option 2 (local Madison area).

Sincerely,

The Department of Employee Trust Funds
Attachment: Resolution ET-1169

3 of 4

**EXISTING EMPLOYER UPDATE RESOLUTION
WISCONSIN PUBLIC EMPLOYERS' GROUP HEALTH INSURANCE PROGRAM**

RESOLVED, by the City Council of the City of Fort Atkinson
(Governing Body) (Employer Legal Name)

that pursuant to the provisions of Wis. Stat. § 40.51 (7) hereby determines to continue in the Wisconsin Public Employers (WPE) Group Health Insurance program that is offered to eligible personnel through the program of the State of Wisconsin Group Insurance Board (Board), and agrees to abide by the terms of the program as set forth in the *Local Employer Health Insurance Standards, Guidelines and Administration Manual* (ET-1144).

We will continue to participate in the program option in which we are currently enrolled. If we wish to elect a new program option for 2020 we will file a separate resolution to do so.

All participants in the WPE Group Health Insurance program need to be enrolled in a program option. Individual employees cannot choose between program options.

The resolution must be received by the Department of Employee Trust Funds as soon as possible, but no later than October 1, in order to continue participation without lapse. If more time is needed, contact ETF.

The proper officers are herewith authorized and directed to take all actions and make salary deductions for premiums and submit payments required by the Board to provide such Group Health Insurance.

Certification

I hereby certify that the foregoing resolution is a true, correct and complete copy of the resolution duly and regularly passed by the above governing body on the 20th day of August, year 2019 and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this day of August, year 2019.

I understand that Wis. Stat. § 943.395 provides criminal penalties for knowingly making false or fraudulent statements, and hereby certify that, to the best of my knowledge and belief, the above information is true and correct.

39-6005451
Federal tax identification number (FEIN/TIN)

69-036- 0980-000
ETF employer identification number

Number of eligible employees 87

Jefferson
Employer county

miebbert@fortatkinsonwi.net
Employer benefit contact email address

Authorized employer representative signature

Michelle Ebbert

Authorized employer representative printed name

Clerk/Treasurer

Authorized representative title

City of Fort Atkinson

101 North Main Street

Fort Atkinson WI 53538

Mailing address

Submit completed form to ETF at ETFsMBESSNewEmployer@etf.wi.gov
or fax to 608-267-4549.

4 of 4

8-a

CITY OF FORT ATKINSON
Minutes Sex Offender Residence Board ~ August 8 2019

CALL TO ORDER.

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

ROLL CALL.

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

REVIEW APPEAL OF JASON A SANDERS

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

Mr. Jason Sanders addressed the Board with reasons why he is asking for the residency exemption. His step father is ill and requires constant care. Sanders would like to reside with him to provide care when he is not working. Sanders currently works in Whitewater and currently resides in Watertown. The prior caretaker for his step father had abruptly quit and a new care taker has not been hired. Sanders said his crime was over 20 years ago and has no issues in that area. He does not think he is a danger to the community. He grew up in Fort Atkinson and left after being in trouble with the law. He had lived in Sun Prairie. Sanders stated he is willing to discuss his treatment history with the board in open session.

Cm. Hartwick asked about treatment. Sanders is currently attending AA meetings. He added if he surrounds himself with good people, he does well. He has excellent support from his mother, sister and church. His mother and sister reside in Fort Atkinson and also assist in the care of the step father.

Attorney Westrick asked Sanders if he is currently being charged with a felony and if the State has made an offer? Sanders replied no and that he is on signature bond right now. He is hoping to have probation, however he is unsure of the next steps for the felony charges. Sanders admitted he used a person's credit card without their permission.

Attorney Westrick questioned his employment. Sanders is working at Generac through Terra Staffing. He has a driver's license and is borrowing his step father's vehicle as he is having trouble with his.

Cm. Hartwick inquired where Sanders is living now. Sanders' residence is Watertown, however he will stay at his step father's overnight to provide care.

Board Member Zentner asked Sanders how his confidence level is. Sanders said he is well except the other night he relapsed and was not in his right mind. The night of the relapse he admitted to using someone's credit card with permission.

Cm. Hartwick questioned Sanders' treatments. Sanders had treatment while in Oshkosh. He has

1 of 3

been sober since approximately July 2018. Once he has insurance through his employer, he plans to establish treatment, a Doctor and continue his prescribed medication.

Manager Trebatoski confirmed with Sanders his conviction of 1st degree sexual assault. Did you know the victim before the incident? Sanders replied yes. Was victim a near or distant relative? Sanders replied no. Did assault take place once or more than once? Sanders replied once. He admitted his doings and wanted treatment. He put safety nets in his life to make sure he is not directly in contact with children. He is not alone with children and avoids contact.

Trebatoski asked Sanders if he was under influence when the incident happened. Sanders replied yes, under the influence of alcohol.

Cm. Hartwick asked about his friends and if he visited any taverns or pubs in Fort Atkinson. Sander stated he does not go to bars. He will go to establishments that serve alcohol for the purpose of eating, but will not consume alcohol. He has support people that look out for him, however they reside in Elkhorn and Watertown.

Capt. Davis addressed the Board. He reviewed the application and checked the following distances: Rockwell Elementary School – 1368 feet, within 1500 feet of Rockwell Street. He looked over the application, and it looks to be accurate. At the time submitted, not charged in Dane County. Since then it showed up on June 28th and Sanders was picked up on warrant. No incident date listed. Local police have contacts with him going back to 1991, in Fort Atkinson 1991-1993. Offense was 1st degree sexual assault, 04/08/1994.

Cm. Hartwick is interested in Sanders going to counseling and seeing a doctor on a regular basis. Sanders confirmed once he gets insurance, he can maintain medications. His insurance will not be effective for 120 days. Sanders is looking into Marketplace for insurance. He does not have access to the internet and is getting help from friends.

Board Member Zentner shared concerned about the residence near an elementary school. She is unsure about Sander's self-discipline. Sanders has no concern to be near Rockwell school.

Cm. Hartwick asked if any in-home child care is operated in the area of Rockwell School. Chief Bump stated they did not find any registered addresses however not all in-home day cares are registered.

Chief Bump shared concern as Sanders has an unfavorable history and wants to live within the zone that is stated against in an ordinance. Bump added he found no expression of confidence from Sanders that he is a changed person and that he will not reoffend. His main support and employment is outside of the community.

Cm. Hartwick asked if funds are available to provide in-home care. Sanders' sister confirmed past treatment and they are looking into benefits and financial aid to assist with the step-fathers' care.

Chief Bump moved to deny the request to waive city ordinance as related to the hearing. Board

2 of 3

Member Zentner seconded the motion. Motion carried unanimously on a roll call vote.

ADJOURNMENT.

Cm. Hartwick moved, seconded by Chief Bump to adjourn. Meeting adjourned at 4:34 pm.

Respectfully,

Michelle Ebbert
City Clerk/Treasurer

Fort Atkinson Tourism Commission Meeting Minutes
Thursday, May 16 2019 at 8:00 a.m.
Chamber Board Room

MINUTES

Voting Members:

Appointed City Council Member: Mason Becker (expires 2020)

Tourism Entity: Julie Nordeen (expires 2020)

Hotel Industry Representative: MaryJo Eggers (expires 2020)

Chamber Tourism Commission Appointee: Mariah Hadler (expires 2020)

Chamber Tourism Commission Appointee: John Raub (expires 2020)

Non-voting – Matt Trebatoski, Merrilee Lee, Olivia Ault and Carrie Chisholm

In Attendance: Julie Nordeen, Mason Becker, Mariah Hadler, John Raub, Olivia Ault, Matt Trebatoski,

Absent: Mary Jo Eggers, Merrilee Lee, Carrie Chisholm

Call to Order:

Olivia called the meeting of the Fort Atkinson Area Chamber of Commerce Tourism Commission to order at 8:05 am.

Minutes

Minutes from the February 2019 meeting were approved. (Nordeen/Becker)

Financials

Financial statements from first quarter 2019 were approved. (Becker/Hadler). Olivia provided the group with financial reports to-date as well, showing the first quarter room tax deposit. This resulted in a positive net income. Mary Jo emailed in a comment that first quarter was slower than previous years but bookings for second quarter appear to be on track.

Reports

Farmers Market Report

Olivia shared a few updates. Jodi Landowski has stepped down from her role as an associate market manager. The position is open. May 25th is the season kick-off market and June 15 is a large wellness Saturday market.

Tourism Manager Report

Olivia encouraged the group to see the renovations at the Courtyard Inn as well as Stagecoach inn, who is also a new member of the chamber. Olivia shared there are two spots still available for the Co-Op marketing packages promoting "Visit Us in Fort Atkinson." Other ads are placed for the summer. Additionally, Olivia updated the group that she is now on the Jefferson County Comprehensive Plan/Farmland Preservation and Land Use Plan Steering Committee representing the voice of tourism.

Old Business:

Discover WI Episode:

The schedule for Discover WI filming is taking shape. The crew will be in town on Friday, May 17 visiting Café Carpe. The film crew will be here throughout the summer

capturing events and tourism destinations. Olivia will be present at the filming as her schedule allows. John Raub requested more information about the media kit. He sees a lot of tourists from the Chicago market and would suggest advertising there. Olivia will follow up on this information. Julie Nordeen asked about commercial opportunities leading up to the episode. Olivia will inquire about this with the producer of Discover WI.

Farm Technology Days:

Olivia let the group know that there is opportunity for businesses to staff the Jefferson County Tourism booth during the show if they are able. Many will already be involved – Mariah shared that Jones Dairy Farm will have a booth in the Family Living tent, John shared that 2 Rivers has partnered with the County Parks at their booth and Julie will be helping at the Jefferson County Tourism booth.

Review Tourism Grant/ Funding Application

There were no tourism grant applications for the group to review. John requested additional information about who is eligible for this funding. Olivia will follow up.

New Business:

Committee Member Reports

John shared that there is a bike ride passing through Fort Atkinson the morning of August 4th. It is the MS 150 ride. A discussion was had about some additional recreation/tourism opportunities. John suggested a bike-to-farm style event. Matt shared several updates from the city perspective. There will be updates to enhance the downtown area of Fort Atkinson including: new planters, street signs, directional signage, entrance sign, pedestrian walkways, along with some painting projects and building maintenance. He also updated the group on the progress of the K-Mart plaza purchase and the Shopko store closing. Mariah inquired about the Fort 14 race. Matt said the business is looking to have the race on August 3rd with the start and finish at Griffin Ford Lincoln. No route has been approved.

Adjourn at 8:55am (Hadler/Becker)

Next Meetings

3rd Quarter TC meeting – Thursday, August 15, 2019 at 8:00am
4th Quarter TC meeting – Thursday, November 14, 2019 at 8:00am



2:09 PM
08/08/19
Cash Basis

Tourism Department
Balance Sheet
As of July 31, 2019

	Jul 31, 19
ASSETS	
Current Assets	
Checking/Savings	
Certificate of Deposit B	10,345.18
Certificate of Deposit	20,735.28
Tourism Checking	72,414.98
Total Checking/Savings	103,495.44
Total Current Assets	103,495.44
TOTAL ASSETS	103,495.44
LIABILITIES & EQUITY	
Equity	
Retained Earnings	114,790.63
Net Income	-11,295.19
Total Equity	103,495.44
TOTAL LIABILITIES & EQUITY	103,495.44

3 of 4

2:10 PM

08/08/19

Cash Basis

Tourism Department
Profit & Loss Prev Year Comparison
 January through July 2019

	Jan - Jul 19	Jan - Jul 18	\$ Change
Income			
CD Interest Earned	266.10	207.13	58.97
Project Income			
Co-Op Marketing Income	1,400.00	450.00	950.00
Total Project Income	1,400.00	450.00	950.00
Reimbursables	0.00	0.00	0.00
Room Tax	48,317.52	38,509.64	9,807.88
Total Income	49,983.62	39,166.77	10,816.85
Expense			
Advertising			
Discover WI 2020 Episode	13,000.00	0.00	13,000.00
Co-op Marketing	1,785.00	2,160.00	-375.00
Special Projects			
Retail Promotions	1,447.50	0.00	1,447.50
Special Projects - Other	0.00	4,231.67	-4,231.67
Total Special Projects	1,447.50	4,231.67	-2,784.17
Farmers Market	2,746.79	2,535.34	211.45
Photography/Graphic Design	672.43	770.00	-97.57
General TV/Video/Radio	5,040.00	5,896.14	-856.14
Website/Social Media	488.14	30.26	457.88
Branding Initiatives	0.00	486.90	-486.90
General Ad	8,366.85	8,215.85	151.00
Total Advertising	33,546.71	24,326.16	9,220.55
Dues & Subscriptions	1,063.69	335.00	728.69
Miscellaneous	151.96	29.21	122.75
Office Expense	3,137.59	1,600.00	1,537.59
Printing	204.75	0.00	204.75
Salaries			
Payroll Taxes	2,148.08	1,712.06	436.02
Tourism Manager	19,924.80	15,872.00	4,052.80
Total Salaries	22,072.88	17,584.06	4,488.82
Travel & Expenses	1,101.23	662.10	439.13
Total Expense	61,278.81	44,536.53	16,742.28
Net Income	-11,295.19	-5,369.76	-5,925.43

4 of 4

8-C



FORT ATKINSON HISTORICAL SOCIETY'S BOARD MEETING

Thursday, July 18, 2019 4:00 pm

William D Knox Library and Archives; Hoard Historical Museum

401 Whitewater Ave, Fort Atkinson, WI 53538

920-563-7769 www.hoardmuseum.org

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

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

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

Also in Attendance: none

3. **Public Comments:** none.

4. **Review and approve May and June board meeting minutes:** Jerry McGowan moved for approval, Steve Larson seconded. All in favor.

5. **Director's Report:** shared a few special comments, discussed the current attendance for the year, and upcoming collections work

6. **Treasurer's Report:** Loren Gray shared that for the 2nd quarter, the Historical Society had a YTD net income of \$11,322, which is better than last YTD by \$18,000, a significant improvement. Roughly a 1/3 of that gain is due to increased income from the trust and another \$3,500 is from additional undesignated contributions. Historical Society expenses of \$34,000 YTD are down from \$44,000 last YTD, with \$5,000 of that decrease coming from decreased employee expenses. Trust fund performance YTD has been a positive \$78,000, due to market improvement.

Question: why the increase in undesignated contributions? Answer: various gifts

Question: May we see a list of those who gave to the museum? Answer: yes, at the next board meeting, Merrilee will have a list of undesignated contributions for a format review.

7. **Committee Reports:** Development by Karen Gomez - no meeting due to the 4th of July

8. **Approval of checks over \$500 for May and June:** Loren Gray moved approval, John Molinaro seconded, all in favor.

8(a). **Programming and Marketing moments:** Lee shared:

- Dairy Day: 5th annual; around 700 attendees (hard to count); 10 cows; sold ice cream

1 of 2

floats, cheese sandwiches; used city sound system.

- July 4th Ice Cream social: Roughly 950 in attendance, the Harmony Cornet Band played with great comments from the audience, overall a successful event
- 80th Gala: tickets on sale now for the anniversary event.
- The museum has new banners on the front of the building to draw attention to the museum
- Merrilee has been working on an exhibit on agricultural history for Farm Tech Days in July.

9. Discussion on PerMar camera updates: Lee shared that she had approached PerMar regarding improving the security cameras both inside and outside the building. Currently on 2 different systems that need updating. PerMar supplied a quote which was discussed by the board. The board directed Merrilee to contact PerMar and revise the quote: adding 2 more cameras. Jerry McGowan moved to proceed with the additional cameras but to bring back a revised quote to a future meeting, John Molinaro seconded.

10. Project and facility updates:

- Have been working with companies for a bid for a replacement door in the second floor of the Hoard House. This is a City expense.

12. Upcoming meeting dates:

Development Committee: Cancelled for August due to lack of quorum

Full Board Meeting: Thursday, August 15th at 4:00pm

13. Items for agenda for next meeting: Wi-Fi updates.

14. Announcements: Who would be interested in serving on a strategic plan review meeting on Thursday, September 12th at 4pm: Loren Gray, John Molinaro, Jude Hartwick, and Karen Gomez (plus Bonnie Geyer and Merrilee Lee)

15. Adjourn: Motion to adjourn L. Gray, seconded J. Hartwick. Adjourned at 4:50.



9-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: Aug. 15, 2019

TO: City Council
FROM: Matt Trebatoski, City Manager
SUBJECT: Water Utility Building Mural

Attached is a memo from Councilman Hartwick regarding the mural that the Beautification Council received approval to paint on the south wall (facing the river) of the Water Utility building on N. Water Street W. This item was originally heard and given approval at the April 16, 2019 City Council meeting. The attached memo is from the April 16 meeting and has updates (in blue text) explaining the revisions made to the original mural design.

Rodger Thomann of the Beautification Council will be in attendance at the City Council meeting to present and seek approval of the revised mural drawing.

1 of 4

TO: Fort Atkinson City Council
FROM: Jude Hartwick, President of the Beautification Council
SUBJECT: Mural: Water Department Building - Water St. - Revision

Background:
The Beautification Council:

The Purpose shall be to improve and beautify the community of Fort Atkinson, Wisconsin. To survey, study, plan, report, recommend, guide and conduct activities relating to the physical improvement and beauty of Fort Atkinson and its environs. The organization is dedicated exclusively to charitable and educational purposes as set forth above and no substantial part of its activities will attempt to influence legislation by propaganda or otherwise.

We are looking at doing murals to make our cityscape a little more artsy.

The mural would be on the water department building. It too has been painted with a white colored paint and looks like a palette calling out for artwork. The Beautification Council had internal discussions about what to paint as for themes. The parameters were set as something that was Fort Atkinson specific/recognizable, nature themed, transportation/river, and agricultural. We came to consensus that there was enough Native American themed artwork around town, as well as enough poetry highlighted in other parts of the city. We solicited bids from various muralists in Madison, Milton, Delevan, Waukesha, as well as discussed with other local artists. We have enlisted the assistance of our local expert, Ann Engleman, and sought approval from other groups: Art's Council, Hoard Museum, FFA, and Condo Association. We have tried to make the process, as well as the mural itself, a community project.

*** The revisions are being made to highlight all of our agricultural themes, particularly Jones Dairy Farm, as well as our transportation history. Thus, we are moving the Jones Dairy Farm building to a more prominent location (trimming the tree too), as well as highlighting on the "jut in" (west facing wall of fenced in area) our train station: with a train and a buggy (Northwestern Manufacturing). ***

Discussion:

Water Department Mural: We have sought approval and involved city staff neighbors, community (Facebook), arts alliance groups in the decision and planning process. We will start more public fundraising upon approval of the revision by the City Council. Preliminary discussions have been had with the Community Foundation and some potential donors. A bank account has been set up at FCCU to start the process. Ann Engleman's checklist on mural development has been extremely useful in keeping us coordinated. The mural is intended to not only enhance, but to involve, our community. Larry Schulz, the selected muralist, has done murals and is an accomplished agriculture/nature artist. He lives between Milton and Fort Atkinson. The Keim paint to be used is expected to last over 40 years, but has lasted over 100 years on similar murals (see Keim Paint exhibits D & E). It is warrantied for 15 years. It forms a bonded base and is much more water resistant and durable than other surface paints. There will not be a protective layer, as the sealant may yellow or blister with moisture and sunlight impact. Touch up is expected, but unless damaged, should be minimal. One group (DAMA) was rejected because they wanted to use a contact paper like product that would adhere to the building. The thought was that though they said it would last, it was a newer product and has not stood the test of time and may be suspect for blistering due to moisture. On a south facing wall, there may be potential for yellowing due to sunlight, thus clouding the image itself.

An image of the mural design is attached. The Rock River is represented, as are the old steamboats used by early citizens and tourists, the quirky bandshell above the bridge is showcased depicting some of Fort

2 of 4

Atkinson's odder innovations, some historic buildings are represented including the Creamery that existed along the river, and Jones Dairy Farm. ***Newer changes are the train station which is taking the place of a generic farm building, as well as the moving of the Jones Dairy Farm building to a more prominent location. ****
Koshkonong Country was used as the resource guide to depict the history of the mural, as well as contacting Merrilee Lee, Hoard Museum Director, to procure the photo of the bandshell above the bridge. Additional quirkiness will be provided by painting in seven breeds of dairy cows. This will challenge people to name them. Perhaps a QR code would be used to provide answers and further links to



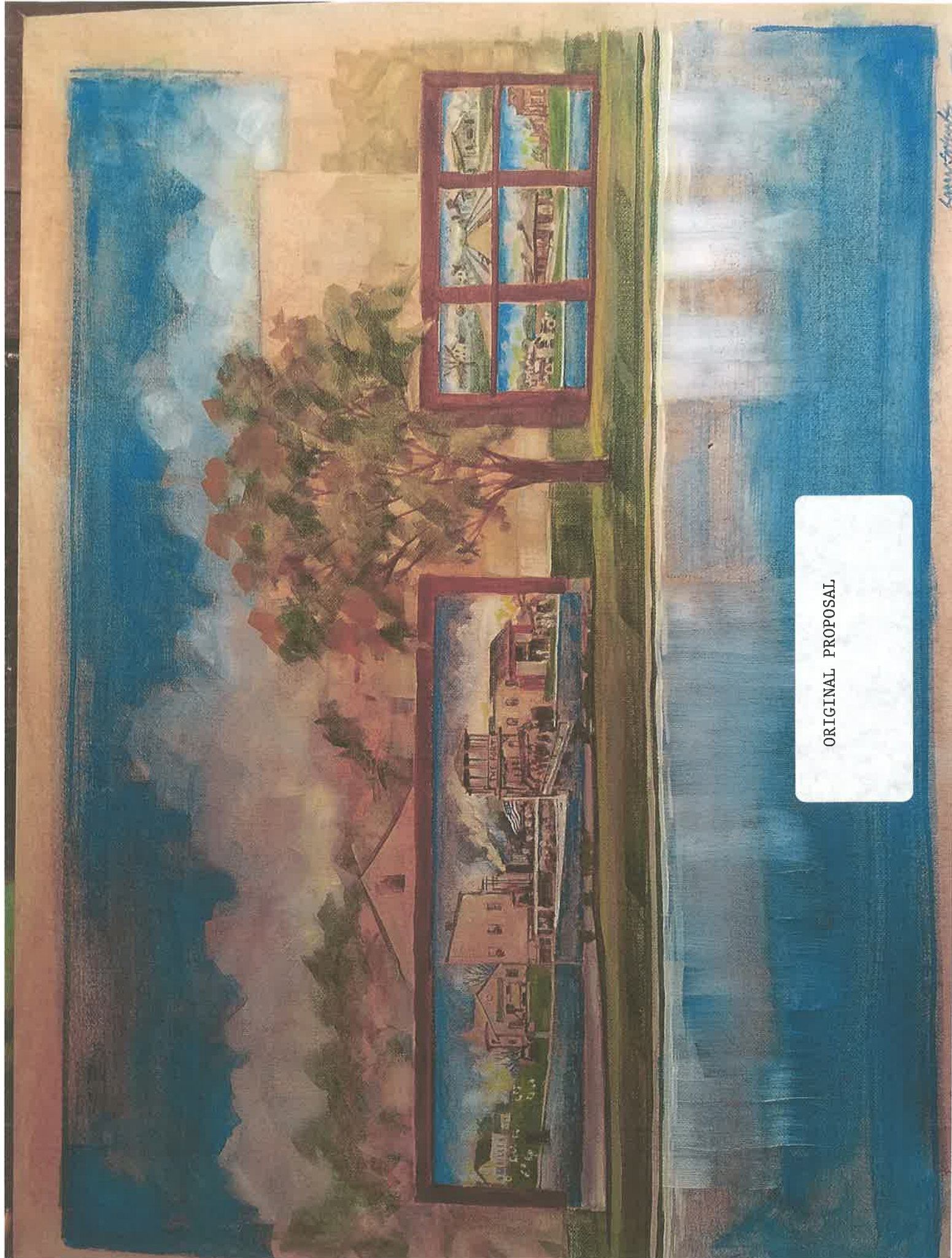
information on the posted sign in front of the mural. In addition, please note how the artist incorporated the windows and edge of the building into the mural design. The original design is included, Rodger Thomann will be in attendance with the redesign, as well as to answer any questions or comments.

Financial Analysis:

Water Department Building mural: Costs will be borne by the Beautification Council. A grant application will be written to the Fort Atkinson Community Foundation to try to secure matching funds. Fundraising will be done in the community by Beautification Council. Hope is to secure funding of \$18,750 by July 2019 and paint this year. The cost to the city will be nothing. We may seek assistance with scaffolding and washing the building from the city and city staff.

ORIGINAL PROPOSAL

Constitution





10-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: August 14, 2019

TO: City Council
FROM: Andy Selle, P.E.
SUBJECT: Farmland Rental – Klement Business Park

Background/Discussion:

The City received one bid for the farmland rental at the Klement Business Park. The Rental Agreement is for 27.6 acres and is comprised of Outlot #5, Lots #6 and #7. The Agreement is for a three-year timeframe to allow the farmer to properly fertilize and till the land.

Financial Analysis:

The bid received was as follows:

<u>BIDDER</u>	<u>YEAR</u>	<u>PRICE/ACRE</u>	<u>TOTAL BID</u>
GCW Schultz Farm	2020	\$210.00/acre	\$5,796.00
	2021	\$215.00/acre	\$5,934.00
	2022	\$220.00/acre	\$6,072.00

Staff Recommendation:

I would recommend the 2020-2022 Rental Agreement with G.C.W. Schultz Farm be approved at the above rental rates.

Please contact me if you have any questions.

1 of 5

BID

Agriculture Land at Klement Business Park

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
27.6 acres	Bids are being solicited for the rental of 27.6 acres of agricultural in the Klement Business Park for a three (3) year period.	\$ <u>210</u> /acre (2020) \$ <u>215</u> /acre (2021) \$ <u>220</u> /acre (2022)

Bidder Signature:



Bidder Name:

~~G.C.W.~~ G.C.W. Schultz Farm Inc

Address:

W 8791 State Road 106
Fort Atkinson, WI 53538

Telephone:

920-222-9457

Email:

gcwschultz@gmail.com

TOTAL BID/THREE YEARS: \$ 17,802

2 of 5

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and G.C.W. Schultz Farm, Inc. (hereinafter Renter),

RECITALS:

- A. The City has acquired two parcels on its south side, Outlot #5 and Lots 6 and 7 of the Klement Business Park. The Parcel Identification Number of said lands are 226-0514-1632-004, 226-0514-1632-001 and 226-0514-1633-000.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1). That Renter shall rent 27.6 acres more or less of the aforementioned parcel from the City.
- 2). The term of the lease shall be from May 1, 2020 to December 1, 2022.
- 3). The purpose of said lease is for the planting, growing and harvesting of crops by Renter.
- 4). The rent to be paid by Renter is:

\$210.00 per acre, or \$5,796.00 total rent in 2020
\$215.00 per acre, or \$5,934.00 total rent in 2021
\$220.00 per acre, or \$6,072.00 total rent in 2022

Said rent is to be paid by Renter in two equal payments. The first payment is to be paid on or before June 15 of the Agreement year. The second payment is to be paid on or before November 30 of the Agreement year. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

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

December 1, 2022. The City reserves the right to terminate the Agreement at any time with a 90-day written notice to the Renter.

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

CITY OF FORT ATKINSON

G.C.W. SCHULTZ FARM, INC.

By: _____
Matt Trebatoski City Manager

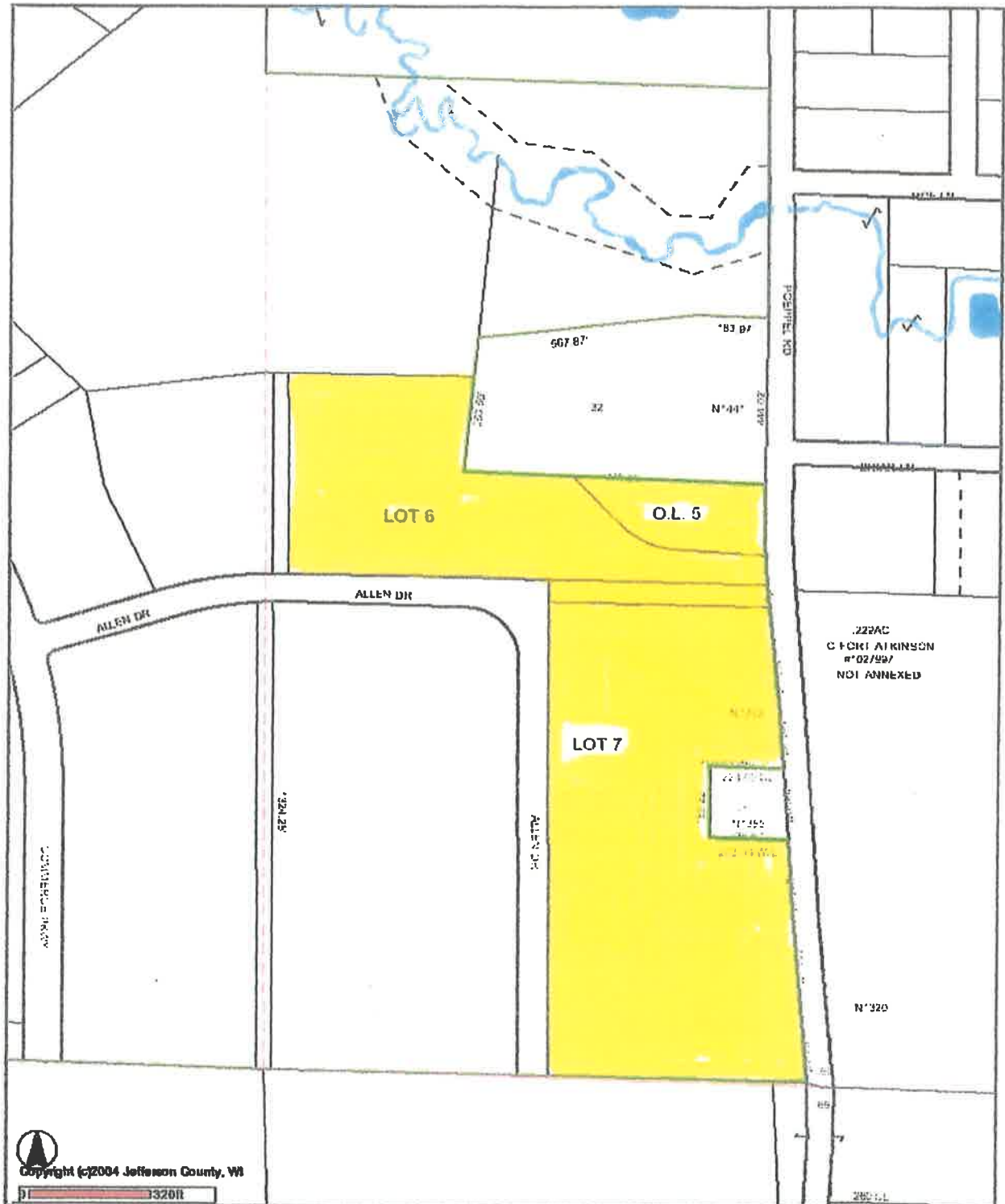
By: _____

Date: _____

Date: _____

By: _____
Michelle Ebbert, City Clerk

Date: _____



varion systems

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

10-b



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: August 16, 2019

TO: City Council

FROM: Matt Trebatoski, City Manager

SUBJECT: South Downtown Entry Feature

Background:

As you may recall, in 2017 as part of the privately constructed parking lot at the corner of N. Main Street and Madison Avenue, the City built an entrance feature to the downtown area. This feature was a provision in the agreement with the developer of the Creamery building that the city may, at its own expense construct a downtown entrance feature at the NE corner of the property to enhance the downtown.

Discussion:

The feature was designed to match the existing masonry throughout the downtown and was intended to be one of two entry features. A south entry feature has been planned to be located at the NE corner of the parking lot on S. Main Street and S. Third Street. At this time we are asking the Council to authorize the funding for the construction of that entrance feature. A rendering of the feature and site plan showing its approximate location is attached with cost estimates. This south feature is part of an ongoing effort to refresh and enhance the appearance of our downtown.

Financial Analysis:

Funding for this project will come from available funds in the Downtown TIF district. The estimated cost with contingency is \$10,234. This includes the entry feature itself and new concrete sidewalk in front of the feature.

Recommendation:

Approve construction of the south downtown entry feature at a total cost of \$10,234.

1 of 2



10-C



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: August 16, 2019

TO: City Council

FROM: Andy Selle, P.E.

SUBJECT: 2019 Long Line Painting

Background:

Long line painting in town refers to all line markings on roads that are associated with traffic control. Specific markings such as turn arrows, pedestrian cross walks, ect. are painted with Latex paint by the DPW and are not considered long line. Last year the City used Dane County to paint the long lines that were on asphalt pavement streets using Latex paint. This year we are again requesting Dane County to refresh the lines painted last year on asphalt streets minus East Milwaukee Avenue and Robert Street from Madison Avenue to the Robert Street Bridge. In addition we will be having Dane County paint a double yellow line on Hackbarth Road from Janesville Avenue to South Main Street and share that cost with the Town of Koshkonong. A map of the areas for painting this year is attached.

Discussion:

Staff supplied Dane County with the attached map showing the lane mileage of the proposed streets and the various painting configurations. Dane County has given the City an estimated painting cost based on the figures supplied by the map. Attached is a copy of an agreement between the City and the County that needs to be signed before the work can be scheduled. The final billing to the City will be on the actual labor and material cost to paint the streets. That actual cost should be lower than the estimated cost because our proposed distances are on lane mileage and the County's billing is on actual footage of paint laid down and time to paint. Last year's estimate was the same as what has been estimated for this year's work but the County only billed the City \$8,834.88.

Financial Analysis:

Funds were budgeted and are available for this work in the Traffic Control account.

1 of 5

Staff Recommendation:

Staff recommends the Council authorizes the City Manager to sign the agreement with Dane County for the long line painting of city streets for the estimated price of \$14,400. Final billing will be determined by actual quantities.

2019 LINE PAINTING LEGEND FOR LATEX PAINT

4" Solid double yellow center line	36,069'
4" Solid white road edge or bike lane	31,504'
4" White skip	11,981'
4" Yellow Skip	14,106'



AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Dane, hereinafter referred to as "COUNTY," and the City of Fort Atkinson, hereinafter referred to as "MUNICIPALITY,"

WITNESSETH:

WHEREAS, pursuant to Sec. 83.035 and Sec. 66.0301, Wis. Stats. and Sec. 25.75 of the Dane County Ordinances, COUNTY is authorized to enter into agreements with local municipalities within the county relating to the financing, planning, establishing, improving, maintaining, using, regulating, vacating, and constructing of public ways within the county; and,

WHEREAS, MUNICIPALITY is desirous of having COUNTY perform work, more particularly described in Item 7 (Proposal/Estimate), on certain highways located within MUNICIPALITY'S jurisdiction;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, COUNTY and MUNICIPALITY do agree as follows:

1. COUNTY will perform or cause to be performed the road work described in Item 7 (Proposal/Estimate) in a good and workmanlike manner. The road work shall be accomplished as directed by MUNICIPALITY.
2. Each month COUNTY shall supply to MUNICIPALITY a breakdown of all costs incurred by COUNTY in performing such work for the benefit of MUNICIPALITY. MUNICIPALITY shall forthwith pay to COUNTY the entire sum of all actual costs incurred by the COUNTY in the performance of its obligations under this agreement as set forth in Paragraph 5 herein, it being expressly understood by the parties hereto that the estimate set forth in Item 7 (Proposal/Estimate) is in no way a limitation upon reimbursement to COUNTY.
3. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
4. Non Discrimination. In the performance of services under the Agreement, each party agrees to abide by its own equal employment, non-discrimination and Affirmative Action requirements.
5. MUNICIPALITY shall pay its obligations under this Agreement within sixty (60) days of billing by COUNTY as specified in Item 2 above, and any obligations remaining unpaid after 60 days of billing shall bear interest at the rate of six percent (6%) per annum from the date of billing.
6. Actual costs incurred by COUNTY under this Agreement include any retroactive pay increases that may be granted to COUNTY employees performing this work.

7. Proposal/Estimate

Location: Those portions of the following road segments in the City of Fort Atkinson

A. Pavement Marking: Various Streets (see attached map)	Estimated Cost
	\$ 14,400.00

Total estimated cost per Estimate Sheets (detailed and revised), on file with the Dane County Highway and Transportation Department.	\$ 14,400.00
--------------------------------------------------------------------------------------------------------------------------------------	--------------

8. Each Party warrants for itself that it has complied with all necessary requirements to execute this Agreement, and the signatories to this Agreement represent that they have authority to enter into the Agreement on behalf of their respective Parties.
9. COUNTY and MUNICIPALITY agree that each will comply with all applicable state and federal laws in performing the work under this agreement, including but not limited to any applicable wage laws and public bidding laws.
10. The entire Agreement of the Parties is contained herein, and this Agreement supercedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. The Parties expressly agree that this Intergovernmental Agreement shall not be amended in any fashion except in writing, executed by the Parties.

IN WITNESS WHEREFORE, MUNICIPALITY and COUNTY have executed this agreement effective as of the date when all parties hereto have affixed their signatures.

FOR THE MUNICIPALITY::

Date

Date

FOR THE COUNTY OF DANE:

Gerald Mandli Date
Highway Commissioner



10-d

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: August 16, 2019

TO: City Council

FROM: Tim Hayden

SUBJECT: Emergency Repairs to Well #6

Background:

The soft start at Well #6 has failed, rendering the well inoperable. After discussions with Jeff Armstrong about how to proceed in correcting this issue, the water department decided to install a variable frequency drive (VFD) on the pump. VFDs are standard on new installations and allow pumps to slowly ramp up to speed, they also allow pumps to decrease their speed – allowing for energy savings. We reached out to Altronex, who recently installed our SCADA system, to move this plan forward as quickly as possible. This process is already underway due to the emergency nature of the problem.

Financial Analysis:

Recent prices for similar work performed at the Wastewater Utility indicated their materials price to be competitive with previous similar projects, but a bit higher labor price, given the emergency situation. To manage this we asked to pay time and materials not to exceed for the labor, and separated that from the materials. Focus on Energy will be providing a cash rebate, given the expected power savings, of \$40 per horsepower, or \$4,000.00 for this project. The funds will be pulled from cash on hand in the water utility fund to complete the work.

The VFD and associated materials will cost \$17,640.00

The programming modifications of the existing Programmable Logic Control (PLC), Operator Interface Terminal (OIT), any master modifications, field installation, startup, and training will be completed as time and materials not to exceed \$7,000.00

Recommendation:

I recommend the approval of this work, and purchase of required equipment to Altronex. Not to exceed a total cost of \$24,640.00

1 of 5



PROPOSAL

Phone 608.222.8622
Fax 608.222.9414

Altronex Control Systems

A Division of L. W. Allen, LLC

Excellence, By Design

4633 Tompkins Drive
Madison, WI 53716

Fort Atkinson Water Department

PROPOSAL ID: 19071813FKA-Rev B

REFERENCE: Well No.6 VFD

LOCATION: Fort Atkinson, WI

BID DATE: July 26, 2019

TERMS: NET-30 DAYS PER ATTACHED TERMS AND CONDITIONS

FREIGHT IS F.O.B. ORIGIN - ALLOWED

ADDENDUM __ ACKNOWLEDGED

PRICES DO NOT INCLUDE SALES OR USE TAXES

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
		L.W. Allen and its Altronex Control Systems division are pleased to provide a quotation for the following equipment and services. The soft start for Well No.6 has failed and needs replacement. We propose replacing the soft start and the associated control panel with a new control panel and VFD. The VFD will be an Eaton SVX VFD to match VFD for the booster pumps at Well No.5. Unlike Well No.5, this VFD will be housed in the control panel similar to the existing Well No.6 Starter.	
A	1	<p>Well No.6 VFD Control Panel</p> <ol style="list-style-type: none">1. Eaton SVX Series 100 HP VFD2. Ethernet module for power monitoring3. Nema 12 enclosure4. Control power transformer5. Ventilation fan/louvers6. HOA, lights and relays as needed <p>Items not Included:</p> <ol style="list-style-type: none">1. Installation of panel2. Re-routing of existing conduits3. Running new conduits4. PLC and OIT programming5. Master PLC, OIT and Wonderware Programming6. Startup and Testing <p>Clarifications:</p> <ol style="list-style-type: none">1. We'll have a technician on site for the installation of the panel and conduit to help assist the installation and land wires. <p style="text-align: right;">Total for Item A:</p>	\$17,640
B	1	<p>Programming modifications of the existing PLC and OIT at Well No.6 and any master modifications.</p> <p>Field installation, startup and training.</p> <p style="text-align: right;">Work in Item B will be time and material not to exceed:</p>	\$7,000

2 of 5

ACCEPTED THIS 30th DAY OF July, 2019

PRICE FIRM FOR 30 DAYS

City of Fort Atkinson

SUBMITTED THIS:

July 26, 2019

NAME OF PURCHASER

BY:

[Signature] City Manager

L.W. ALLEN, INC.-BY:

[Signature]

NAME & TITLE

Kurt Atwood

Terms and Conditions

Controlling Provisions: These terms and conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other written form Buyer may use or provide (whether received by Seller prior or subsequent to date hereof), and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Quotations and Acceptance: Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment and approval of the quotation as written and an acceptance of the Terms and Conditions hereof. Written quotations shall expire on the date specified in the quotation or, in the absence of such specification, thirty calendar days from the date issued. Seller may, by written notice, terminate a quotation at any time prior to acceptance. Any purchase order received after expiration of a quotation, which Seller honors, shall be subject to all of the Terms and Conditions hereof.

Submittal Drawings: Submittal of drawings for approval, if required, will be made after receipt of complete information from buyer. The quantity of the submittal drawings will be as specified in the contract documents. Additional sets will be supplied at \$150.00 per set. Return to Seller of one (1), final approved drawing constitutes notice to Seller to proceed with manufacturer. If this order is conditioned upon "engineer approval" Seller requires written notification from buyer in the form of approved submittal data.

Force Majeure: Seller shall not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery of shipment of goods, or for any damages suffered by the buyer due to such delay or failure, when the delay or failure is, directly or indirectly, caused by or arises from delays of suppliers or carriers or any other cause beyond Seller's control.

Prices and Taxes: All prices are F.O.B. factory unless expressly stated otherwise. Prices do not include sales, excise, municipal, state or other governmental taxes. Buyer shall be responsible for all taxes.

Credit Approval: The credit terms specified on the face hereof are subject to Seller's continuing approval of Buyer's credit. Seller may withdraw the extension of credit and require modified payment terms if, in Seller's sole judgment, Buyer's credit or financial standing is impaired to the point where Seller in good faith deems itself insecure.

Delivery: Unless otherwise specified in this quotation, delivery will be F.O.B. Seller's point of shipment. Buyer will accept delivery within twenty (20) days after Seller notifies Buyer that the equipment is ready for shipment. If Buyer does not furnish exact shipping instructions within ten (10) days after acceptance of this proposal, Seller will select, at its discretion, the means and terms of shipment. Seller will not be liable for any loss resulting from such selection. The time of delivery is an estimate only, and Seller may change such time if it does not receive the information and approvals necessary to proceed with the manufacture of equipment.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the equipment shall pass to Buyer upon delivery of the equipment to the carrier. Buyer shall immediately inspect equipment upon receipt and any damage must be noted on the carrier's bill of lading at time of receipt. Seller is not liable for any shortages or nonconformance unless notified by Buyer within 10 days of Buyer's receipt of the equipment. Buyer will make all claims for loss or damage in transit against the carrier.

Changes, Cancellations, Returns: All changes, cancellations, or returns must have Seller's prior written approval and are conditional on compliance with manufacturer's cancellation/return policies and subject to restocking fees and service charges. Authorized returned equipment must be packaged and shipped prepaid to manufacturer.

Payment: Unless the Seller extends alternative credit terms, 90% of the total purchase price is due net 30 days after delivery of equipment (but in all cases prior to field service start-up, if earlier) and the remaining 10% is due upon start-up of equipment by Seller's field technician, but in no event more than 90 days after shipment of equipment. Any balance owed by Buyer after the due date is subject to a 1.5% per month delinquency charge until paid. **FIELD START-UP SERVICE CANNOT BE AUTHORIZED WITHOUT RECEIPT OF PAYMENT IN THE AMOUNT OF 90% OF THE TOTAL PURCHASE PRICE.** If no start-up is required, 100% payment is due net 30 days from invoice date. **BUYER'S PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY.**

Indemnification and Default: In addition to all other amounts due hereunder, buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney fees, which Seller may incur in the collection of past due amounts from buyer, including interest on overdue accounts. If buyer is in default under this or any other agreement with Seller, Seller may defer performance hereunder until such default is cured. Seller shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

Security Interest: Seller shall retain a security interest in the equipment until the full purchase price has been paid. Buyer's failure to pay any amounts due shall give Seller the right to possession and removal of the equipment after providing ten (10) days written notice. Seller's taking of such possession shall be without prejudice to any other remedies Seller may have.

Warranty and Liability: Buyer shall have such warranty rights, and only such warranty rights, as may be extended by the manufacturer of the product. The terms and conditions of any such warranty rights are set forth in the Manufacturer's Operation/Maintenance Manual which accompanies each product. Seller does not otherwise offer any guaranty or warranty for the product. Seller disclaims any and all warranties; express or implied, including the warranties of merchantability and fitness, except as may be set forth in the terms and conditions of sale in this Agreement or in any express written warranty which seller may have otherwise extended to Buyer for the product. Unless otherwise agreed, warranty coverage is 18 months from date of shipment or 12 months from date of startup, whichever comes first.

Seller shall not be liable for any damages, charges for labor, or expense in making repairs or adjustments to the product without prior written approval of Seller. Seller shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or service by Buyer or any third party. Seller shall not be liable for startup or any other field work performed by personnel other than authorized representatives of Seller unless expressly approved in writing in advance by Seller. Seller shall in no event be liable for any consequential, incidental or liquidated damages or penalties. Seller's liability under this Agreement shall in no event exceed the lesser of: (i) the cost of remedying any defect or deficiency in the performance of Seller hereunder; or (ii) the purchase price of the product in respect of which the claim is made.

Operation/Maintenance Manuals: Buyer's installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation in contract documents. If none specified, one will be provided at no added cost, with additional copies at \$150.00 each.

CITY OF FORT ATKINSON PURCHASE ORDER

Purchase Order Number: 21114

BILLING:

CITY OF FORT ATKINSON

101 N Main Street
Fort Atkinson WI 53538-1896
P: 920-563-7760 F: 920-563-7776
Tax Exempt: CES # 046451

DATE:

July 26, 2019

CONTACT: Tim Hayden
PHONE: 920-563-7775

SHIPPING:

Fort Atkinson Water Department

37 N Water St West
Fort Atkinson, WI 53538-1896

VENDOR:

Altronex Control Systems

4633 Tompkins Drive
Madison, WI 53716

Quantity	Description	Unit Cost	Total
1	Install the following at Well 6	\$ 17,640.00	\$ 17,640.00
	Eaton SVX Series 100 HP VFD	\$ -	\$ -
	Ethernet module for power monitoring	\$ -	\$ -
	Nema 12 enclosure	\$ -	\$ -
	Control power transformer	\$ -	\$ -
	Ventilation fan/louvers	\$ -	\$ -
	HOA, lights and relays as needed	\$ -	\$ -
		\$ -	\$ -
	Programming modification of the existing PLC and OIT at Well 6 and any	\$ -	\$ -
	master modificaitons will be done time and materials	\$ -	\$ -
	Field installation, startup and training will also be time and materials	\$ -	\$ -
	There will be a technician on site for the installation of the panel and conduit	\$ -	\$ -
	to help assist the installation and land wires.	\$ -	\$ -
	Amount Not to Exceed	\$ -	\$ 7,000.00
		\$ -	\$ -
		\$ -	\$ -
		TOTAL:	

Please acknowledge receipt of this order.

Each shipment should be covered by separate invoice.

The right is reserved to cancel this order if it is not filled within contract time.

Conditions of this order are not to be modified by any verbal understanding.

Charges for shipping/freight will not be allowed unless previously agreed upon.

If the price is stated in the order, material must not be billed at a higher price.

Acceptance of this order includes acceptance of all items, prices, delivery instruction, specifications and conditions stated.

IMPORTANT: Invoices and packages must bear THIS ORDER NUMBER.

APPROVED:


City Manager


City Clerk/Treasurer

Account Number:	
Account Name:	

585



11-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: August 7, 2019

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

Background:

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

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

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

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

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

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

Organization: Church

Name: St. Joseph Catholic Parish School

Street Location: 1660 Endl Blvd

Manager of affair: Linda Scott-McCabe

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

Name of Event: St. Joseph Fall Festival

Date of Event: September 8, 2019

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

Financial Analysis:

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

Staff Recommendation:

I would recommend approval of the Temporary Class B Retailer's License to sell fermented malt beverage and wine for the St. Joseph Fall Festival, St. Joseph Catholic Parish for use at 1660 Endl Blvd for an event scheduled for September 8, 2019 contingent upon having licensed operators and purchasing products from a beverage distributor.

1 of 2

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

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

FEE \$ 10.-

Application Date: 8.6.19

☐ Town ☐ Village ☒ City of FORT ATKINSON

County of JEFFERSON

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

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

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

at the premises described below during a special event beginning 9.8.19 and ending 9.8.19 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☒ Church

☐ Lodge/Society

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization

☐ Fair Association

(a) Name ST. JOSEPH CATHOLIC PARISH

(b) Address 1660 ENDL BLVD
(Street)

☐ Town

☐ Village

☒ City

(c) Date organized 1887

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:

President LINDA SCOTT-McCABE

1414 GREENE ST FORT

Vice President ANDY KOEHLER

312 MAPLE ST. FORT

Secretary TIM VOSS

S. 4TH E. FORT

Treasurer CLAIR URBAIN

RADHIKA ST.

(g) Name and address of manager or person in charge of affair: LINDA SCOTT-McCABE
1414 GREENE ST. FORT ATKINSON, WI 53538

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

(a) Street number 1660 ENDL BLVD & 1650 ENDL BLVD FT. ATK., WI

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? PARISH HALL, CAFETERIA, & PARKING LOT

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

3. Name of Event

(a) List name of the event ST. JOSEPH FALL FESTIVAL

(b) Dates of event 9.8.19

DECLARATION

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

Officer Linda Scott-McCabe
(Signature/date)

Officer [Signature]
(Signature/date)

Date Filed with Clerk 8-7-19

Date Granted by Council _____

ST. JOSEPH CATHOLIC PARISH
(Name of Organization)

Officer [Signature]
(Signature/date)

Officer TIM VOSS
(Signature/date)

Date Reported to Council or Board _____

License No. 2 of 2



11-6

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: August 16, 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. | Feclicity Hacht | Pizza Hut |
| 2. | Melissa Nelson | American Legion |
| 3. | Heather E Weatherbee | Pizza Hut |

Financial Analysis:

None.

Staff Recommendation:

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

1 of 1