



FORT • ATKINSON

**AGENDA
CITY COUNCIL MEETING
MUNICIPAL BUILDING COUNCIL CHAMBERS
101 N. MAIN STREET, FORT ATKINSON, WISCONSIN
FEBRUARY 4, 2020 ~ 7:00 P.M.**

1. Call meeting to order.
2. Roll call.
3. Approval of minutes of January 21, 2020 regular Council meeting.
4. Public Hearings

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

None.
7. Resolutions and Ordinances
 - a. Resolution combining Wards for April 7, 2020 Spring Election.

Action – Reject—Approve and adopt Resolution.
8. Reports of Officers, Boards and Committees
 - a. Minutes of License Committee meeting held January 14, 2020.

Action – Accept and file.
 - b. Minutes of Public Works Committee meeting held January 21, 2020.

Action – Accept and file.

9. Unfinished Business

- a. Recommendation from License Committee to approve "Class B" Intoxicating Liquor and Class "B" Fermented Malt Beverage License for 14 E Sherman Ave, LLC dba 10-62 Saloon for use at 12 South Water Street East.

Action – Reject—Approve.

- b. Review and approve amended purchase price for 2020 Dodge Caravan for Shared Ride Taxi Program.

Action – Reject—Approve.

- c. Recommendation from Public Works Committee to approve 2020 public works projects as budgeted.

Action – Reject—Approve.

10. New Business

- a. Review and approve bid for Phase I improvement project at Wastewater Treatment Plant, as budgeted.

Action – Reject—Approve.

- b. Review and approve Construction Phase Services contract for Phase I improvement project at Wastewater Treatment Plant.

Action – Reject—Approve.

- c. Review and approve purchase of pumping equipment for Phase I improvement project at Wastewater Treatment Plant, as budgeted.

Action – Reject—Approve.

- d. Review and approve contract for design consultation services for Phase II improvement project at Wastewater Treatment Plant.

Action – Reject—Approve.

11. Miscellaneous

- a. Six-month Class "B" Fermented Malt Beverage License for Fort Atkinson Generals to use at Jones Park.

Action – Reject—Approve.

- b. Six-month Class "B" Fermented Malt Beverage License for Fort Atkinson Lions Club to use at Ralph Park.

Action – Reject—Approve.

- c. Request to set Board of Review.

Action – Set for May 6, 2020.

- d. Request to change April 7, 2020 Council meeting to Thursday, April 9, 2020 due to election.

Action – Reject—Approve.

- e. Temporary Class B beer and wine license for Fort Atkinson Historical Society's Trivia Contest to be held at the Hoard Museum on February 15, 2020.

Action – Reject—Approve.

- f. City, Sewer, Water, Stormwater Utility and Funds 4, 5, 6, 7, 12, 13 and 14 Year-End Financial Statements and approve year-end appropriations and non-lapsing accounts.

Action – Reject—Approve.

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

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.

#3

CITY OF FORT ATKINSON
City Council Minutes ~ January 21, 2020

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: Clerk/Treasurer, Attorney, Engineer and Assistant Engineers.

APPROVAL OF MINUTES OF JANUARY 7, 2020 REGULAR COUNCIL MEETING.

Cm. Scherer moved, seconded by Cm. Hartwick to approve the minutes of the January 7, 2020 regular council meeting. Motion carried.

PUBLIC HEARINGS

None.

PUBLIC COMMENT

None.

PETITIONS, REQUESTS AND COMMUNICATIONS

a. *Request by Memorial Day Committee to hold annual parade on Monday, May 25, 2020 from American Legion to Evergreen Cemetery.*

Cm. Hartwick moved, seconded by Cm. Johnson to approve the request by Memorial Day Committee to hold annual parade on Monday, May 25, 2020 from American Legion to Evergreen Cemetery. Motion carried.

RESOLUTIONS AND ORDINANCES

a. *Resolution amending alcohol license publication fee.*

Cm. Becker moved, seconded by Cm. Johnson to approve the resolution amending the alcohol license publication fee. Motion carried on a roll call vote.

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

a. *Minutes of Historic Preservation Commission meeting held December 9, 2019.*

b. *Minutes of Historical Society Board meeting held November 21, 2019.*

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

UNFINISHED BUSINESS

a. *Review and approve contract for consultant services for water and sewer rate cases.*

Engineer Selle reviewed the request for proposals for a water and sewer rate case. Three firms provided proposals and after review, staff is recommending Trilogy Consulting. Their quote provided \$19,525 for the water case and \$13,695 for the sewer case. Trilogy assisted the City of Janesville with their successful rate case.

Cm. Hartwick moved, seconded by Cm. Johnson to approve contract for consultant services for water and sewer rate cases with Trilogy Consulting not to exceed \$33,220. Motion carried on a roll call vote.

b. Update on Safe Routes to School and Resolution in support of submission of a Transportation Alternative Program Grant application.

Engineer Selle reviewed the 2016 completion of the project. The completion of the study qualifies the city to pursue grant funding to implement certain elements of the plan. Two corridors with significant adjacent residential development, schools along their path and without continuous sidewalks have been identified for improvements. Selle referenced the memo that highlighted the projects and locations.

Cm. Hartwick moved, seconded by Cm. Scherer to approve and adopt the Safe Routes to School Resolution in support of submission of Transportation Alternative Program Grant application. Motion carried on a roll call vote.

NEW BUSINESS

a. Review and approve State/Municipal Financial Agreement for the State Hwy. 106 (Riverside Drive) project (2025).

Engineer Selle discussed the provided agreement from WisDOT for a pavement replacement of Riverside Drive from Sinnissippi Drive to Robert Street. Staff met with DOT staff to discuss all connecting highways in town and we were able to get an agreement in place for Riverside Drive. Staff expressed interest in looking into a bike path along the river and improvements to the storm sewer system. DOT stated they could include those aspects with the design phase however the city would be responsible for design and construction of anything about the standard approach.

Cm. Hartwick moved, seconded by Cm. Becker to approve State/Municipal Financial Agreement for the State Hwy 106 project (2025) and to move forward with the proposed pavement restoration project financial agreement to begin planning and design of Riverside Drive, including all necessary utility improvements, a possible bike path connection and stormwater improvements. Motion carried on a roll call vote.

b. Review and approve Agreement for Engineering Services to analyze and evaluate reconstruction of the State Hwy. 12 East Robert Street Bridge (2023).

Engineer Selle discussed how the city is responsible for maintenance of the Robert Street bridge while the State and Federal government are responsible for major rehabilitation. As part of the design process the city would like to improve the Riverside Drive and Robert Street bridge intersection as well as widen the sidewalk to create a greater buffer between pedestrians and vehicles when crossing the bridge. Traffic Analysis & Design, Inc (TADI) has performed several studies and can complete an analysis. The TADI fee is not to exceed \$15,098. WisDOT will reimburse the city 75% of this cost as part of the bridge design.

Cm. Becker moved, seconded by Cm. Johnson to approve Agreement for Engineering Services to analyze and evaluate reconstruction of the State Hwy 12 East Robert Street Bridge (2023) with TADI not to exceed \$15,098. Motion carried on a roll call vote.

c. Review and approve purchase of van for Shared Ride Taxi Program.

Engineer Selle stated as part of the 2020 Shared Ride Taxi Program through the State of Wisconsin, the City was authorized to purchase a new 2020 Dodge Grand Caravan. The city will purchase the vehicle and then request reimbursement from the State. A total of \$36,622.50 will

need to be paid to Ewald Motors of Oconomowoc. The City will receive \$31,057.30 from the State.

Cm. Hartwick moved, seconded by Cm. Scherer to approve the purchase of 2020 Dodge Grand Caravan from Ewald Motors of Oconomowoc not to exceed \$36,622.50 including license and registration fee. Motion carried on a roll call vote.

MISCELLANEOUS

a. Granting operator licenses.

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

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

Cm. Hartwick moved, seconded by Cm. Becker to adjourn to closed session after regular Council meeting pursuant to Section 19.85(1)(c), Wisconsin Statutes, to conduct City Manager appraisal. Motion carried on a roll call vote. Council will not return to open session.

CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS

a. Verified claims.

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

ADJOURNMENT

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

Respectfully submitted,

Michelle Ebbert
City Clerk/Treasurer



7-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: January 22, 2020

TO: City Council
FROM: Michelle Ebbert, City Clerk/Treasurer
SUBJECT: Resolution to Combine Wards for the Spring Election

Background:

Resolutions are required by the governing bodies of municipalities to combine wards for elections per State Statutes.

Combining wards is a common practice in election management for various reasons. The main reason is to reduce election costs. Specifically, it can reduce the cost for election inspectors, ballot programming, ballot costs, supplies and materials.

Discussion:

Fort Atkinson has 5 County Supervisors, all who must appear on a separate ballot. Wards 1 and 2 are District #26. Wards 3 and 4 are District #27. Wards 5 and 6 are District #29. Wards 7 and 9 are District #28 and Ward 8 is District #23.

Three ballot machines will be programmed to collect the ballot styles that coincide with the Districts.

This ballot will consist of the Presidential Preference, Municipal Judge, City Council, School Board, Justice of the Supreme Court and Court of Appeals.

Financial Analysis:

No financial impact for the Resolution. Combining the wards reduces many costs noted above.

Staff Recommendation:

To approve the Resolution combining wards for the Spring Election to be held on April 7, 2020.

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CITY OF FORT ATKINSON

RESOLUTION NO.

BE IT RESOLVED by the City Council of the City of Fort Atkinson pursuant to Section 5.15(6)(b), Wisconsin Statutes, that the wards in the City of Fort Atkinson shall be combined as follows for the April 7, 2020 Spring Election.

WARDS 1 - 2

WARDS 3 - 4

WARDS 5 - 6

WARD 8

WARDS 7 & 9

BE IT FURTHER RESOLVED that the group of combined wards shall use one ballot box and separate voter counts will be maintained for the combined wards per State Statute Section 5.60 and 5.655.

Motion By:

Second By:

Date:

8-a

CITY OF FORT ATKINSON
Licensing Committee ~ January 14, 2020

CALL MEETING TO ORDER.

Pres. Kotz called the meeting to order at 4:30 pm.

ROLL CALL.

Present: Cm. Hartwick, Cm. Scherer and Pres. Kotz. Also present City Clerk/Treasurer.

REVIEW APPLICATION AND MAKE RECOMMENDATION FOR "CLASS B"
INTOXICATING LIQUOR AND CLASS "B" FERMENTED MALT BEVERAGE 14 E
SHERMAN LLC DBA 10-62 SALOON LOCATED AT 12 S WATER STREET EAST.

Clerk Ebbert reviewed the activity of the property at 12 S Water Street E. It was formerly Union Jacks and Rustic Waters. The property was listed for sale and the current tenant had no interest in remaining open and was willing to surrender their license. Mrs. Erin Patterson has an accepted offer to purchase the property and a letter from Mrs. Cindy Weber stating she would surrender her license (Rustic Waters) to Mrs. Patterson.

Cm. Hartwick moved, seconded by Cm. Scherer to recommend to City Council the "Class B" Intoxicating Liquor and Class "B" Fermented Malt Beverage license application for 14 E Sherman Ave LLC dba 10-62 Saloon located at 12 S Water Street East. Motion carried.

ADJOURNMENT.

Cm. Scherer moved, seconded by Cm. Hartwick to adjourn. Meeting adjourned at 4:39 pm.

Respectfully submitted
Michelle Ebbert
City Clerk/Treasurer

8-6

CITY OF FORT ATKINSON
Public Works Committee Minutes ~ January 21, 2020

CALL TO ORDER.

Pres. Kotz called the meeting to order at 5:30 p.m.

ROLL CALL.

Present: Cm. Becker, Cm. Hartwick and Pres. Kotz. Also present: City Engineer, Assistant City Engineers, Public Works Superintendent, Wastewater Supervisor, Water Supervisor, City Electrician and City Clerk/Treasurer.

Engineer Selle reviewed a prepared power point presentation for the 2020 projects that included the following areas:

- Street Work: Crack fill program, seal coat program and street rehab program.
- Sidewalk and Multiuse Path Work: sidewalk plan, sidewalk rehab program, sidewalk in-fill program and multi-use path program.
- Parking Lot Work: crack fill and rehab program.
- Electrical Work: traffic signal and street light programs.
- Sanitary Utility: Wastewater Treatment Plant and Wastewater Collection System
- Water Utility
- Stormwater Utility
- Other Right of Way Activities

Cm. Hartwick moved, seconded by Cm. Becker to recommend to the City Council to proceed with 2020 Public Works projects as presented. Motion carried

ADJOURNMENT

Cm. Hartwick moved, seconded by Cm. Becker to adjourn at 6:27 p.m. Motion carried.

Respectfully submitted,
Michelle Ebbert
City Clerk/Treasurer

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9-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: January 15, 2020

TO: City Council

FROM: Michelle Ebbert, City Clerk/Treasurer

SUBJECT: "Class B" Intoxicating Liquor and Class "B" Fermented Malt Beverage

Background:

A Class B license allows the sale of products to be consumed on-site (restaurant, bar, tavern). Current quotas exist that limit the number of combination "Class B" Intoxicating Liquor and Class "B" Fermented Malt beverage licenses.

Discussion:

Erin Patterson of 14 E Sherman LLC has applied for an Alcohol Beverage License to operate 10-62 Saloon at 12 S Water Street East. Mrs. Patterson has an accepted offer to purchase this property on January 31, 2020.

The license for this property is currently held by Cindy Weber dba Rustic Waters at 12 S Water Street East. Mrs. Weber has provided written communication she would surrender the license to 14 E Sherman Ave LLC upon approval by the City Council.

The building is being sold by owner Jack Garrett.

Financial Analysis:

The publication fee will be paid by 14 E Sherman LLC.

Staff Recommendation:

To approve the original application from 14 E Sherman LLC dba 10-62 Saloon for a "Class B" Intoxicating Liquor and Class "B" Fermented Malt Beverage License for use at 12 S Water Street East.

1 of 4

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 11/31/20 ending: 06/30/2020
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } FORT ATKINSON

County of JEFFERSON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

Name (Individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
14 E Sherman LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Patterson</u>	(First) <u>Enn</u>	(Middle Name) <u>rae</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1505 Stacy Lane Fort Atkinson 53538</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Patterson</u>	(First) <u>Enn</u>	(Middle Name) <u>rae</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1505 Stacy Lane Fort Atkinson 53538</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name 10-62 Saloom Business Phone Number 920-723-8223
2. Address of Premises 125 Water St E Post Office & Zip Code 53538

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
on premise in main level of 125 Water St E for consum
lower level for storage only
Beer garden to be determined


4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? Rustic Waters: Cindy Weber

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☒ Yes ☐ No
agent is also agent for license held
by Drileys LLC at Paddy's Pub
9. (a) Corporate/limited liability company applicants only: Insert state WI and date 2011
of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☐ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain ☒ Yes ☐ No
yes, Drileys LLC license held for Paddy's Pub
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Patterson, Erin Rae</u>	Title/Member <u>President/Agent</u>	Date <u>12/31/2019</u>
Signature 	Phone Number <u>920-723-5223</u>	Email Address <u>erinpaddys@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>1-9-2020</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

January 9, 2020

License Holder: Cindy Weber

Name of LLC/Sole Prop/Inc: Rustic Waters

Address of LLC: 12 S. Water St. East Fort Atk. WI 53538

Address of licensed premise/business address: 12 S Water Street East

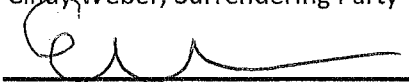
Type of License: Class B" Intoxicating Liquor and Class "B" Fermented Malt Beverage license

I, Cindy Weber, hereby surrender my "Class B" Intoxicating Liquor and Class "B" Fermented Malt Beverage license contingent upon the approval for said license to Erin Patterson with 10-62 Saloon. Should Erin Patterson with 10-62 Saloon not be approved for said license, I will hereby retain the license.

Signature,

_____

Cindy Weber, Surrendering Party

_____

Erin Patterson: Receiving Party



9-b

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: Jan. 24, 2020

TO: City Council
FROM: Andy Selle, City Engineer
SUBJECT: Van Purchase – Taxi Program

At the January 21, 2020 Council meeting, you were presented with a request to purchase a 2020 Dodge Caravan from Ewald Motors for the Shared Ride Taxi Program. The request was approved at a total “not to exceed” price of \$36,622.50.

However, when submitting the Purchase Order to the Department of Transportation for the van, I was informed I used an incorrect purchase price for the van. I used the number from the five-year bid package from Ewald, however I did not notice that they had a number built in for years two through five of the bid to be tied to a percentage change in the PPI (producer price index), which was a 4.9% increase. The correct purchase price for the van is \$37,949.00 instead of the previous amount approved of \$36,538.00.

Therefore, the Purchase Order for this van will need to be amended from \$36,622.50 to \$38,033.50, including license and registration fee (an increase of \$1,411).

The reimbursement amount the City will receive for this purchase will be \$32,300.00. As stated in the previous submittal to the Council, the City’s portion will be covered by funds leftover from the taxi program in previous years that were not utilized.

I apologize for this oversight and would request that the Purchase Order to Ewald Motors of Oconomowoc be amended to the total of \$38,033.50 including license and registration fees.

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Human Service Vehicle Price Sheet

June 2019 to May 2020

Line Item	Vendor	Manufacturer Name	Model	Seats	Last Years Price	Percent Increase	Price June 2019- May 2020
Bid #510164 - Minivans and Bariatric Rear							
Line 1 - Minivan, Accessible, Side Load	A&J Commercial	Dodge	Gr. Caravan SE	3 amb, 1 wc	\$37,357	4.9%	\$39,187
Line 2 - Minivan, Accessible, Rear Load	Ewald	Dodge	Gr. Caravan SE	3 amb, 2 wc	\$36,176	4.9%	\$37,949
Line 3 - Transit/Bariatric, Accessible, Rear Load	Drivege	Ford	Transit 350 XL	3 amb, 2 wc	\$45,700	4.9%	\$47,939
Bid #510283 Mini Buses and Bariatric Side							
Line 4 - Transit/Bariatric, Accessible, Side Load	A&J Commercial	Ford	Transit 350 XL	5 amb, 2 wc	n/a	n/a	\$48,201
Line 5 - Mini Bus, non-accessible	Atlas Bus	Starcraft	Starlite	12 amb, 0 wc	n/a	n/a	\$50,979
Line 6 - Mini Bus, Accessible	Atlas Bus	Starcraft	Allstar	8 amb, 2 wc	n/a	n/a	\$55,828
Bid #274953 - Medium Bus							
Line 9 - Medium Bus, Accessible	Atlas Bus Sales	Starcraft	Allstar	10 amb, 2 wc	\$56,872	4.9%	\$59,659
Line 10 - Medium Bus, Accessible, Honeycomb Fiberglass	A & J Commercial	Ford Diamond Coach	E450 VIP 2200	10 amb, 2 wc	\$64,718	4.9%	\$67,889
Bid #275226 - Large Buses							
Line 13- Large Bus, Accessible	Atlas Bus Sales	Starcraft	Allstar XL	20 amb, 2 wc	\$90,578	4.9%	\$95,016
Line 14- Large Bus - Honeycomb Fiberglass	Telin Transportation	Eldorado Ford F550	AeroElite 320	20 amb, 2 wc	\$98,984	4.9%	\$103,834
Line 15 - Conventional Bus on Cowl Chassis	Hoglund Bus	Glaval	Legacy	26 amb, 2 wc	\$125,630	4.9%	\$131,786

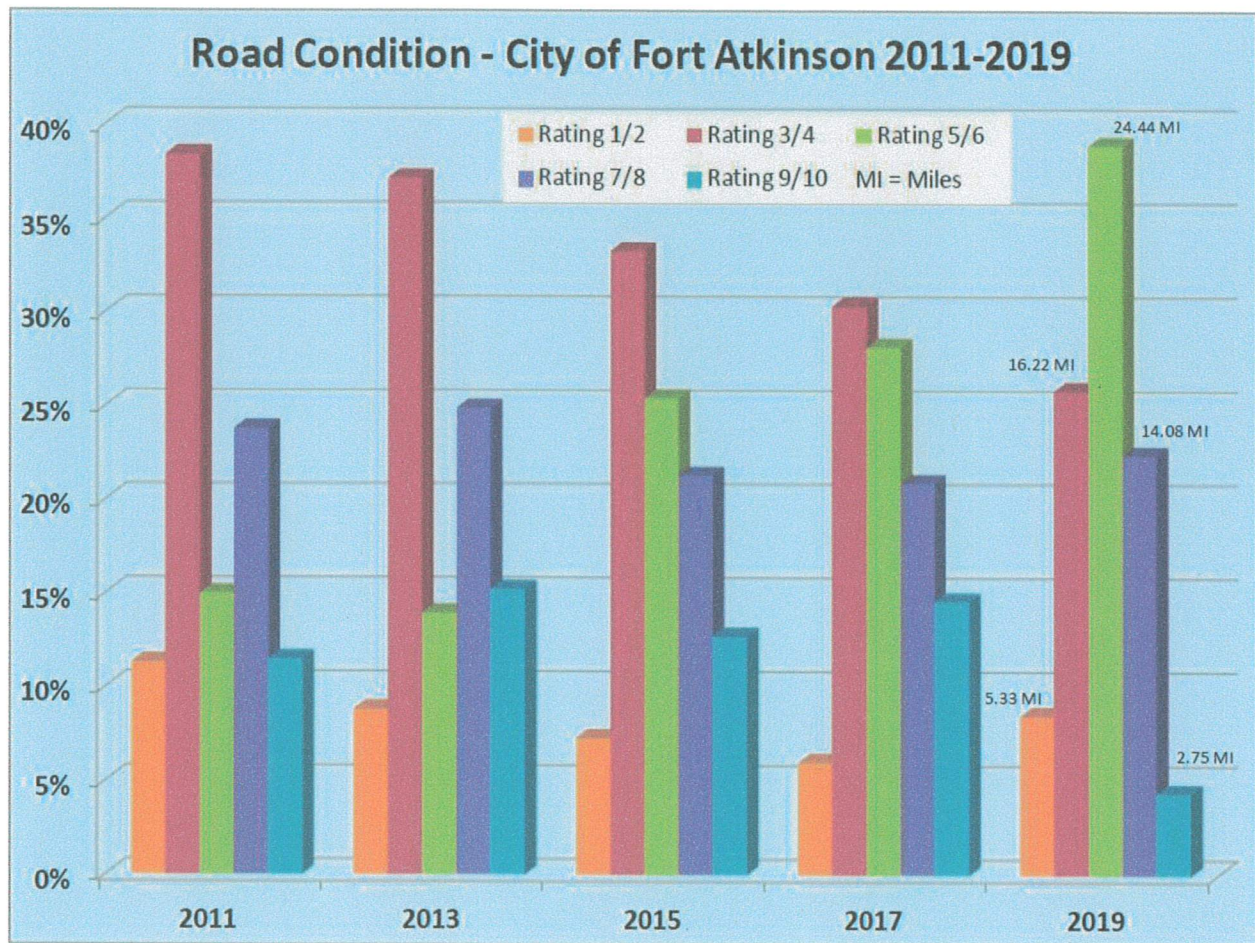
Prices for June 2019 to May 2020 were calculated by adjusting original awarded unit prices using PPI Line 1413 (Truck and Bus Bodies) for April 2018 to April of 2019, which was 4.9%.

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9-c

2020 Street Work

The City has roughly 63 miles of paved roadway, of that 63 miles about 35% are rated at 4 or less on the Paser System (1 worst -10 best). These roads require a more extensive rehabilitation approach, and we are continuing to utilize a multi-faceted program to help address these issue. The 2020 budget funds will be delegated to address two main areas of need – crack fill and road rehabilitation. 2019 was a PASER assessment year, results are posted below and indicate progress on road improvements.



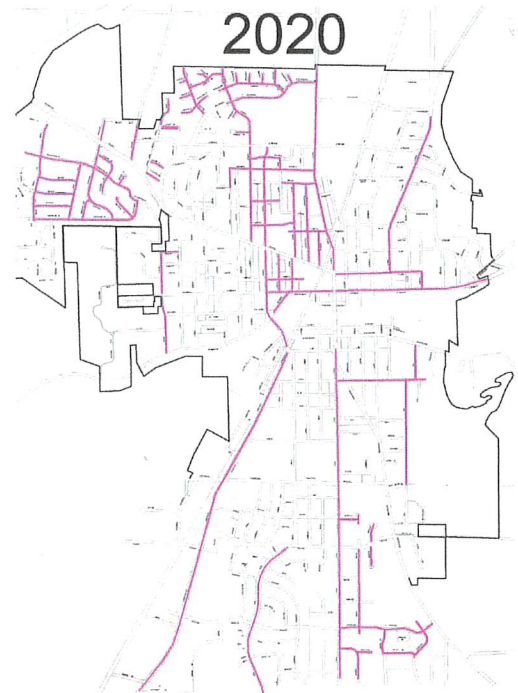
Seal Coat Program – Roadways on a potential sealcoat list had new asphalt in 2012-17. We have decided to forego sealcoat in 2020, but will continue with the crack sealing of these roads. Funds will be reallocated instead to rehabilitation work.

1 of 14

Crack Fill/Seal Program— Continued regular maintenance item within roadways paved in the last three to seven years, and any roadways on a three-year reoccurring maintenance schedule. Our 2019 crack fill areas were completed successfully. DPW will continue to perform crack fill work in the areas noted on the map below in 2020.

Budget: \$125,000.00— DPW work

Schedule: Summer 2020



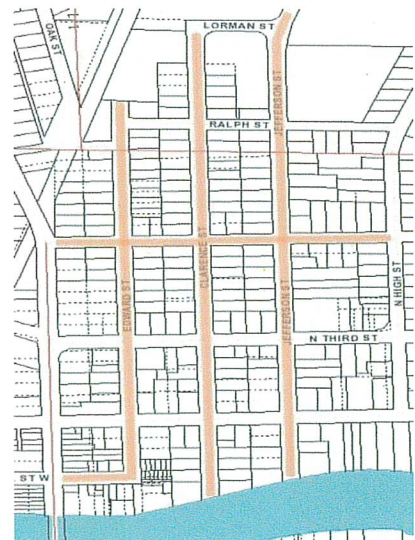
Street Rehab Program — We are planning road rehab work in several areas of the City for 2020. These areas will require a fair amount of work to restore the ride quality and servicabilty to the proposed roadways.

- **City North Neighborhood Streets:**

Consists of five roadways: Water St., Edward St., Clarence St., Jefferson St., and N. 4th St. and includes 2" asphalt milling, spot curb restoration, spot concrete driveway approach restoration, and 2" asphalt replacement.

Budget: by road:

- Water - \$14,500.00
- Edward - \$107,000.00
- Clarence - \$108,500.00
- Jefferson - \$114,500.00
- N. 4th - \$84,500.00
- Subtotal - **\$429,000.00**

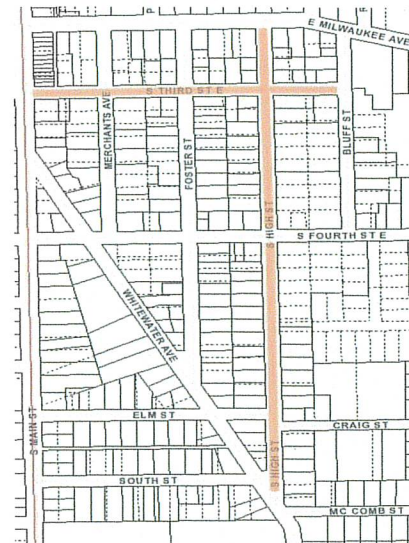


- **City Center Neighborhood Streets:**

Consists of two roadways: South High St. and South 3rd St. East, and includes 2" asphalt milling, spot curb restoration, spot concrete driveway approach restoration, and 2" asphalt replacement.

Budget: by road:

- South High St. - \$107,000.00
- South 3rd St. East - \$57,000.00
- Subtotal - **\$164,000.00**



- **City South Neighborhood Streets:**

Consists of one roadway: Highland Ave., and includes 2" asphalt milling, spot curb restoration, spot concrete driveway approach restoration, and 2" asphalt replacement.

Budget: by road:

- Highland Ave. - \$55,000.00
- Subtotal - **\$55,000.00**



Total Proposed Street Rehabilitation Budget = \$648,000.00

These potential project areas will be bid on a unit price basis to provide the City the best possible, and strongest, purchasing position. After the bids are gathered we will determine the areas to be completed for 2020 to also allow the necessary crack sealing areas to be completed.

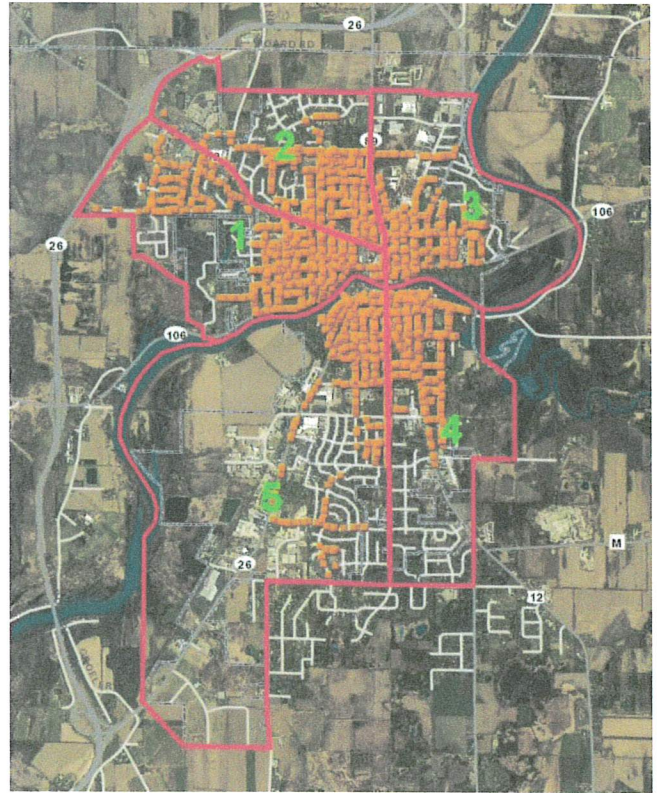
2020 Sidewalk and Multiuse Path Work

The City cares for over 63 miles of existing sidewalk, 3 miles of off-street bike paths, and several miles of on street bike lanes. Bike Paths return to the Public Works Agenda for 2020, with continued awareness of the need for pedestrian and bicycle transit within the community.

- **City Wide Sidewalk Plan** - We completed a city wide assessment of the existing within the City limits in summer 2019. The assessment indicated about \$1.8M in repairs are necessary. The repairs radiant from the oldest portions of the City outward, as expected. This year (2020) we will analyze and prepare a sidewalk program to better meet the needs of the public, and address the future installation / maintenance needs of the City public walkways.

This will likely include the following:

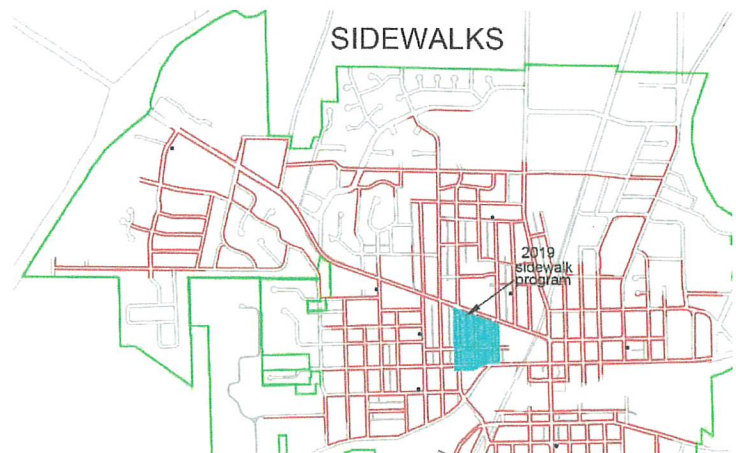
- A 10 year plan to address all sidewalk issues noted in the survey
- A 50/50 shared approach to funding between the City and the property owner
- An extended repayment program over time for property owners to reduce financial strain
- Elimination of street trees determination for causing sidewalk issues
- Annual sidewalk work that is bid out to Contractors



- **2020 Sidewalk Rehab Program** – The DPW receives yearly complaints for defective sidewalk. Complaint areas are addressed along with other portions of the City. The 2019 sidewalk restorations took place in area 1 and we intend to continue in that area for 2020.

Budget: \$47,000

Schedule: Summer 2020



- **Sidewalk In-fill Program** – There continue to be a number of areas within the City, constructed in the 1980s and 1990s, that had sidewalk installed on one side of the road or no sidewalk at all. There are also pockets of “missing” sidewalk segments within older portions of the City that need to be addressed.
 - There was a period of sidewalk infill in the early 2000’s that fell out of favor due to the recession (funding complications) and a shift in the political willingness to implement the somewhat controversial projects.

- This program may be incorporated into the same cost share program, and timeline, as the sidewalk restoration program to be implemented within the same 10-year plan. Staff hopes to provide some time for continued strategizing this effort but it remains a secondary priority to fixing existing sidewalk.
- **Multiuse Path Program** – The City has not yet implemented a dedicated Bike Path / Multi-use Path Maintenance Program. A plan for administering and funding such a program has become necessary with our existing asset of the Glacial River Trail being augmented by the new Rockwell Ave bike path, and the increased need for multimodal transportation development.

Grant opportunities for additional paths are available following our Safe Routes to School Study. The City intends to apply for two projects, expecting only one to be funded that will address areas where currently no off-street infrastructure exists for pedestrians.

South Main Street is the first project. Estimated at approximately \$550,000, the project would extend an off street multi-use path from Rockwell Ave south to the City limits. The design phase will indicate the best layout, but staff expect South Main to be narrowed, still allowing two-way traffic and parking, to accommodate this feature within the right of way. The City would be responsible for 20% of the total cost of the project (design and construction) or \$110K.



The second project area would be along Blackhawk Drive through Arrowhead Park and eventually to the high school. This project is estimated to cost \$650K for design and construction, with the City contributing 20% or \$130,000. The exact layout will be determined in design, but like S Main St will feature an off street path with a narrowed street. The section between Laurie Dr and Banker Rd will require some planning without existing right of way available to make the connection.



The grant applications are due this month, with decisions anticipated by August 2020.

2020 Parking Lot Work

The City maintains over 33 distinct parking lots serving our business districts, parks, museum, and utilities. Their maintenance protocol is similar to roadways with crackfill being the predominant maintenance action.

- **Crackfill Program** – Seven parking lots were crackfilled in 2019 by DPW crews. These include Rock River Park – Kiwanis Football Field Lots, Jones Park North and South Lots, Senior Center Parking Lot, McCoy Park, Klement Park Boat Launch, the WWTP, and several water utility well locations. No parking lot work is anticipated in 2020
- **Rehab Program** – no parking lot rehab is planned for 2020

2020 Electrical Work

The Electrical Department maintains City owned street lights and all traffic signals within the City.

- **Traffic Signal Program** - The City has 11 signalized intersections. 7 Intersections have controller's that were installed in the late 80's and early 2000's. The operation of these units is basically a computer with a written program and a CPU that controls it. We have had a few failures in the past couple years that have caused either an intersection outage or improper vehicle timing. Replacement controllers have more advanced software for easier programming, troubleshooting and the capabilities for future intersection upgrades. Programing and any timing changes can now be done on site with a laptop vs hand entry. Replacements occurred in 2018 at Madison/Reena (new) and Janesville/Rockwell

Budget: At a cost of \$4200 ea. we have allocated \$10,000.00 in CIP to replace 2 units ea. year beginning in 2021

Schedule: 2021

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- **Street Light Program** - The city had (70) steel street lighting poles (green poles) stretching along Madison Ave. starting at the west city limits going east to the intersection of Madison Ave. & Mechanic St. Over the last couple years these poles have started to show signs of rust on the exterior and interior. In 2016/2017 we replaced 28 poles from the west city limits to McCoy Park area with aluminum poles and upgraded the lighting fixtures to energy efficient LED. The section that was replaced seemed to have a more advanced corrosion problem. We plan to start a total replacement program in 2024 and upgrade the remaining (42) green poles to the east. In 2019 and over the next couple of years we will continue to replace poles with any additional money that would become available or possible be left in our Street Lighting account at budget year's end.

Budget: New pole and energy efficient LED fixture is **\$1600.00**

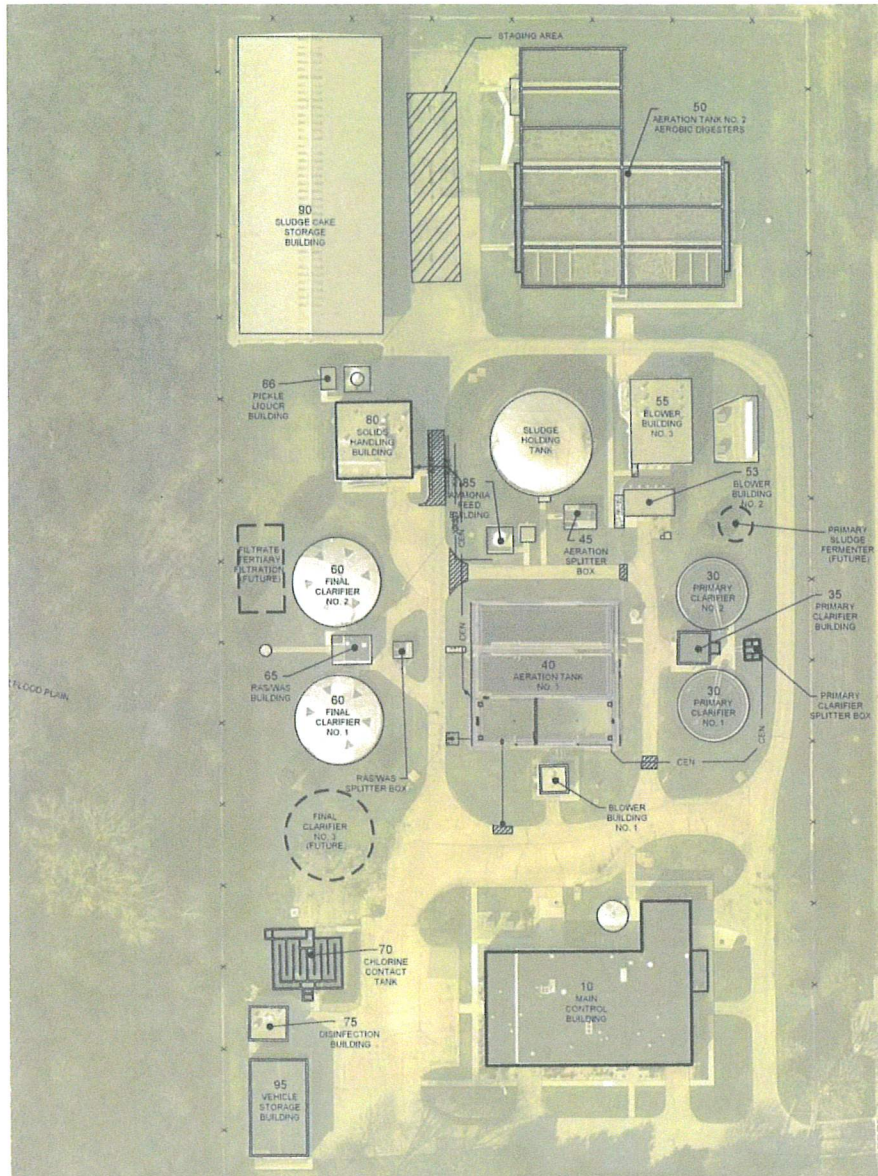
Schedule: Only if operating budget allows.

2020 Sanitary Work

The Sanitary System is comprised of the plant and the collection system.

Wastewater Plant

- **Plant Maintenance and Repair Program**
 - **Lift Station Flow Meters:** The addition of flow meters to Water St. and Sherman Ave. lift stations. This upgrade will provide accurate flow data for each lift station and aid in tracking infiltration and inflow in the collection system. Currently we can only estimate flow for these stations.
Budget: \$40,000
Schedule: Late February early March 2020
 - **Operations Software:** Replacement of existing laboratory reporting and plant operations software. This software was first purchased in 1993, and last updated in the early 2000's.
Budget: \$36,000
Schedule: Mid 2020
 - **Centrifuge Feed Pump:** Replacement of 1993 biosolids feed pump. This pump feeds digested biosolids to the centrifuge for dewatering. New pump has a much lower cost of operation due to lower maintenance costs.
Budget: \$35,000
Schedule: Mid 2020
 - **Building Masonry Repair:** Tuck-pointing and spot repair of block and brick masonry buildings.
Budget: \$15,000
Schedule: April 2020



- **Plant Phosphorus Upgrade**

- **Complete Construction of Phase 1 Improvements:** The remaining phase 1 improvements construction is currently out for bid. Bid opening is January 23rd at 2:00 p.m. Approval of the bid award will be on the February 4, 2020 City Council Meeting agenda along with a Construction Related Services Agreement contract with Donohue and Associates.

Budget: out to bid

Schedule: February 2020

- **Design of Phase 2 Improvements:** As outlined in the WDNR approved Facility Plan, Phase 2 of the plant upgrade/phosphorus update construction needs to be completed by May 31, 2023. The Utility must achieve compliance with the new phosphorus limits by June 30, 2023. A design services contract for the Phase 2 construction design will be negotiated with the Phase 1 project engineering firm of Donohue and Associates.

Schedule: February 2020

- **Wastewater Rate Study** – The City will perform a study and review of wastewater rates in 2020. Rates have not been reviewed in decades and with expected investments in both the plant and collection system it will be important to plan for the continued fiscal stability of the utility through this study.

Budget: \$13,700

Schedule: June 2020

Wastewater Collection System

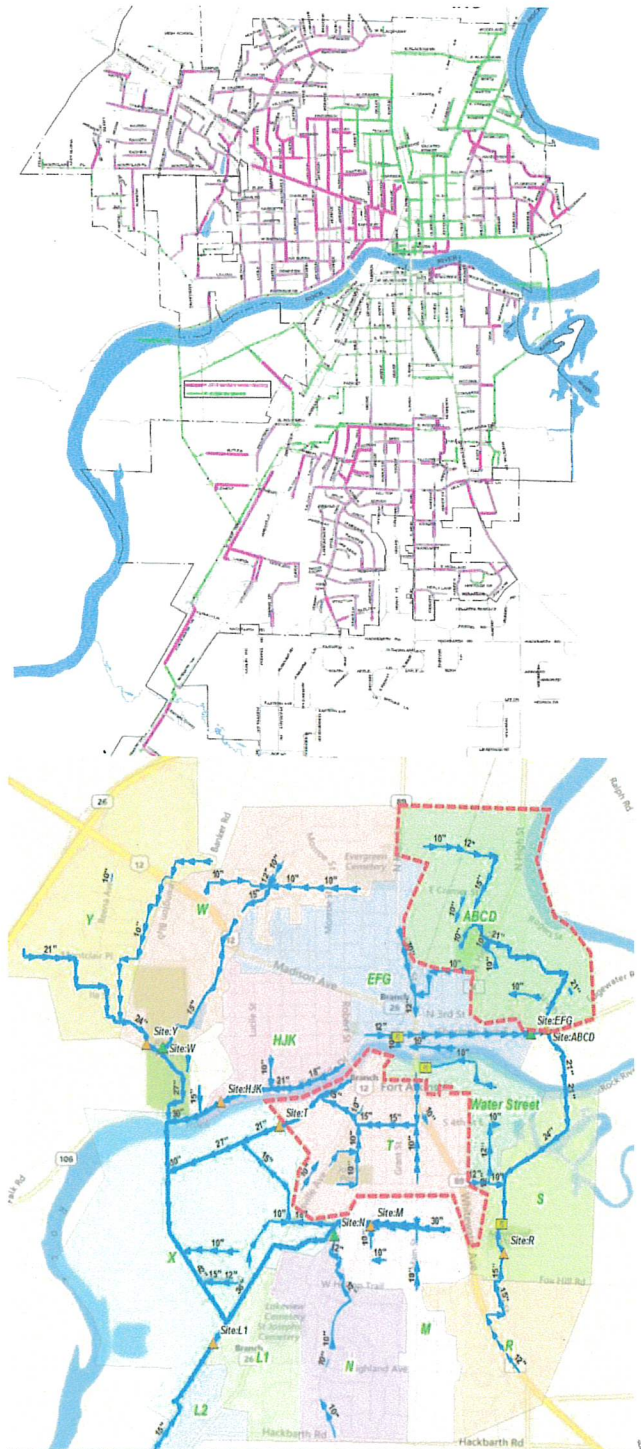
The utility maintains approx. 66.5 miles of public sanitary sewer main. Maintenance on the system consists of jetting with water to clean and performing camera work to check condition. Repairs are made as needed, typically by excavating to the pipe and replacing short segments. Rehab is performed by lining old pipes with new plastic inserts or spraying old manhole interiors with waterproof material to reduce infiltration.

- **Cleaning Program** – The DPW cleans approximately half of the collection system each year. We cleaned 228,143 lineal feet in 2019. Additionally, there are problem areas in the city that are cleaned monthly to keep the system working properly. This accounts for an additional 58,819 lineal feet of cleaning. This year we bought and are using a 1,000 gallon water tank to bring water to the jetter truck, this has increased our efficiency and allowed us to clean more sewers in the same amount of time.

Budget: We spend approximately 70% (\$55,000) of our Sewage System Maintenance budget on cleaning sewers.

Schedule: Year round as weather permits.

Main Inspection Program – The DPW inspects sanitary main using a camera lowered into the pipe. This work had been performed largely reactively to investigate problems, confirm lateral locations, or check conditions in areas of planned road work. In 2019 we televised 12,183 lineal feet of sanitary sewer main. We had plans to televise a great deal more except our camera broke several times. The City will contract this work out and hopes to televise 30% of the system this year. Additional televising will be done in the future so that we can



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understand what areas of sewer system needs to be repaired.

Budget: Our camera system is 18 years old and it was decided not to replace the system due to cost (approximately \$60,000.00).

- This year we will commence a proactive program to identify pipe defects, manhole defects, and storm water I&I locations by a process of cleaning, televising, onsite inspections manhole, and smoke testing of the collection system. There are two areas we will concentrate these efforts pursuant to the results of the 2017 I&I study indicating the area in the Northeast part of the City near the hospital and the Central portion of the City South of the river. These areas show significant sources of inflow – clean water entering the sewer. We have proposed to contract out this testing and data collection with a firm that specializes in this type of work. We placed this item out to bid and the Council elected to award the bid to Northern Pipe. The work is slated for the spring of 2020.

Budget: \$131,855.00

Schedule: Commencing in April until completion around June

- **Rehab/Repair Program** – We are aware of several areas in need of repair within the City that we will develop solutions for in 2020 (shown in blue at right). Rehab of the sanitary main involves either lining with a plastic insert that forms to the inside of the walls of the pipe, or digging up the main and adding a new pipe section. The data collected in the main inspection program will likely indicate other areas in addition to those noted on the map to the right, that should be addressed.

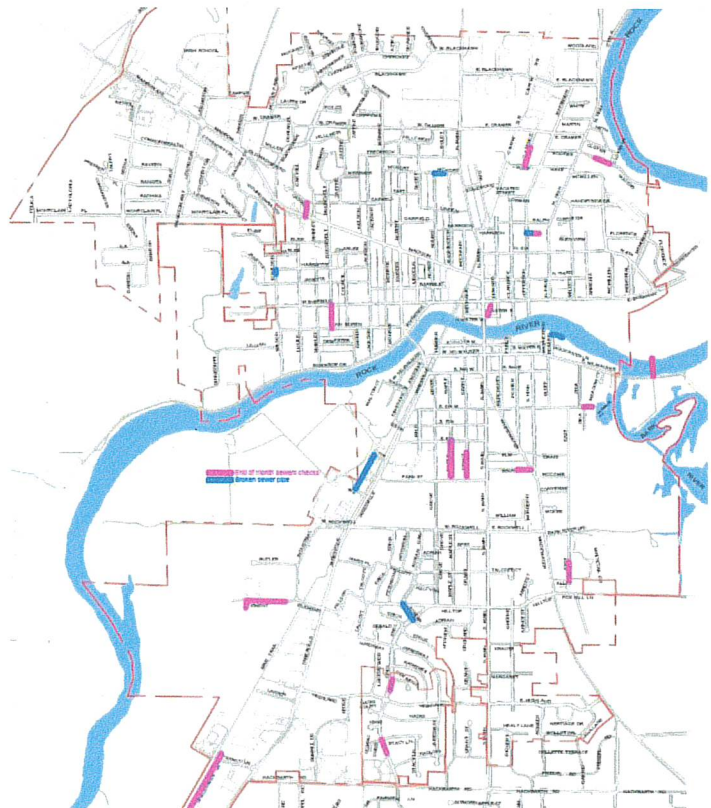
Budget: TBD

Schedule: 2020

- **Sanitary Manhole Inspection Program**
The City of Fort Atkinson currently has 1,518 sanitary sewer manhole structures within the active system. We continue investing time in 2020 to developing a rotating review and inspection program for these structures. This year 339 manholes will be reviewed and inspected this year as part of the overall collection system program. We will be looking for any normal maintenance needs (grease and solids deposits, flowline and bench concrete deterioration), water inflow/infiltration, rim adjustment ring deterioration and failures, and structure deterioration and failures. This will allow us to plan for, and budget, repair/replacement projects in 2020 and beyond.

Budget: Part of the \$131K for Main Inspection

Schedule: Commencing in April until completion around June



2020 Water Utility

The Water System is composed of 46 miles of public water main, including 600 hydrants, 1700 valves, five wells and four above ground storage tanks. The utility is also responsible for the maintenance and replacement of all residential and commercial meters.

- **Main Replacement Program** – There will be no main replacement work completed in 2020 due to lack of funds. The water rate case planned to go before the PSC will attempt to provide this funding to support a consistent annual replacement program.
- **Service Maintenance Program** – The Utility owns the water service from shutoff back to the main. Shutoff are not regularly exercised, but occasionally services leak or need maintenance. In 2019 we repaired seven services. There are an additional 6 services in need of repair that we currently know of and we plan to repair those in 2020.

Budget: \$16,000

Schedule: Summer 2020

- **Valve Maintenance Program** – There are about 1100 valves in the distribution system. We would like to exercise these once every 2 years, switching between north side and south side. Historically we have been able to get to them about once every three years, but new equipment will allow that to improve. Those valves that fail to operate are either replaced or fixed. In 2019 we exercised 425 valves south of the river. In 2020 we plan to do the north side with about 600 valves. We repaired two valves in 2019 and also added two new valves on Wilcox. There are a total of 22 valves on the North side and 19 valves on the south side in need of repair/replacement.

Budget: Included within the transmission mains maintenance account at \$167,000

Schedule: Summer 2020

- **Hydrant Repair / Replace Program** – The utility has identified 30 hydrants in need of repair or replacement. Repair for most hydrants can be done in-house by utility employees. Fifteen repairs are planned for 2020. Six hydrants were repaired in 2019. Replacement requires excavation by a contractor, a total of four were replaced in 2019. We do not plan to replace any hydrants in 2020.

Budget: \$9,000

Schedule: Summer 2020

- **Meter Replacement Program** – The City maintains over 4,700 meters among residential, commercial, and industrial users. These meters are tested and replaced on various cycles, residential meters are replaced every 15 years and larger commercial/industrial meters are replaced more frequently. In 2019 we installed 24 cellular devices on meters used by some of our larger users, such as OSI and the hospital. This allows readings every hour if needed in order to better track these large customer's usages. We can also share this data with our customers allowing them better understanding of their consumption. We will be installing approximately 450 new meters in 2020

Budget: \$100,000

Schedule: Summer 2020

- **Reservoir Maintenance Program** – The reservoir at Jones Park will be painted in 2020. Our two water towers are maintained by a contractor every 2 years.

Budget: \$37,000

Schedule: Summer 2020

- **Well Maintenance Program** - The most pressing issue for the Water Utility for 2020 will be to complete needed repairs to both Wells 4 & 5. Both wells are showing signs that they have an internal issue causing a decrease in gallons pumped per minute. We are currently collecting bids for this work and will have the wells repaired as soon as possible.

Budget: TBD

Schedule: Summer 2020

- **Lead Service Replacement Program** – Guidance from the State has not been brought forth on lead services. Fort Atkinson has 280 confirmed lead services and 361 unknown but suspected lead services. Our hard water however protects the distribution system from lead by creating a scale over the lead pipes. Still, lead service replacement will likely be required in the future. By passing an ordinance governing lead service replacement, the utility may offer a zero interest loan program for residents, should replacement be mandated. Lead services on the utility side are always replaced when the main is replaced. The Utility will not move forward on a program until guidance from the State of Wisconsin is issued.

- **Water Utility Master Plan** – The utility last performed a master plan in 2007. A master plan is in process, projected to be completed in June 2020. The plan will address the potential pressure zone in the Northeast with increased expansion in that direction, the lack of fire pressure within the industrial drive area, a main replacement plan, a review of the City well capacity, and a number of other planning level matters.

Budget: \$59,840

Schedule: June 2020

- **Rate Case Application** – The utility will put forward an application to the PSC in 2020 to raise rates to a level that would allow a dedicated, annual, main replacement program to be instituted. A consultant will help guide us through this process with the expectation of a successful end by Fall 2020.

Budget: \$19,525

Schedule: Fall 2020

2020 Stormwater Program

The stormwater program is tasked with the managing the storm runoff from the City of Fort Atkinson. Runoff always takes a liquid form, but can be the result of snowmelt, rain events, or groundwater discharge. as well as the quality of that runoff

- **Phosphorous Trading** – The City's stormwater plan indicates a need to setup a trading agreement with the Wastewater Treatment Plant for phosphorous credit. The improvements at the WWTP will remove more phosphorous than required in their permit. This extra capacity can be used by the City to fulfill

their required reductions. This is allowed, but has never been done so the process is not well defined. The City will plan to make progress on this in early 2020.

Budget: None

Schedule: 2020

- **Ordinance Updates** – The City stormwater ordinances have not been updated since the Utility was created in 2007. These need to be addressed, particularly as they relate to redevelopment.

Budget: Minimal

Schedule: 2020 -2021

- **Leaf Pickup Program** – New this year we hauled the leaves we picked up with the garbage trucks directly to Hausz Brothers pit. They will compost them and use the compost when they do the final restoration of their pit. This will save us from composting them and disposing of the compost in future years. In 2019 we used rear loading garbage trucks, Advanced Disposal had problems with us using front load garbage trucks that reduced our efficiency this year. For 2021 we are looking into purchasing a truck mounted leaf vacuum to remove the garbage truck cost and reduce the labor by one full time person.

Budget: Developing

Schedule: Purchase truck mounted leaf vacuum in 2021

- **Inspection Program** – The stormwater system includes 703 storm sewer manholes, 1,515 catch basins, 94 inlets, 120 outlets, and over 42 miles of main. We will develop a 5-10 year rotating inspection program for these structures. This will require 140 manholes, and 303 catch basins to be reviewed and inspected each year as part of the overall health of our storm water collection system. We will be investing time in 2020 to develop a regular cleaning and camera program for our existing storm sewer main system. The existing system is a mix of concrete pour in place box, precast concrete pipe, corrugated metal pipe, and plastic pipe, of varying age. This will allow us to better plan, and budget, relay/repair projects in the future. Eventually developing an inspection program and a rehab program as we have in other utilities.

Budget: None

Schedule: 2020-2021

- **Drainage Improvement Program** – A number of drainage issues have been cataloged around the City. Typically they are prioritized based upon their impact on structures or safety. In 2019 we fixed a drainage issue on Janesville Ave in the Lions Quick Mart area. Progress on these projects are purely based upon time to design and construct improvements and available funds. A more deliberate approach to these projects is needed.

Budget: None

Schedule: 2020

2020 Other Right of Activities

- **Ash Tree Program** – Starting in 2015, we had 1,243 ash trees that needed removal. After this winter's removals, we will have 550 ash trees remaining. In the past, we have treated some of the ash trees to slow down the spread of the disease, which allowed us to manage the timing of the ash removals. I don't plan on treating any trees in the future.

Budget: We spend approximately 70% of our budget (\$130,000.00) on tree removal and the remaining on tree trimming and brush collection.

Schedule: The remaining ash trees are anticipated to be removed within the next five years. I estimate that we will plant approximately 80 trees this year.



10-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 4, 2020

TO: City Council

FROM: Paul Christensen, Wastewater Supervisor

SUBJECT: Phase 1 Construction Bid Award

Background: As outlined in the WDNR approved Facility Plan, the plant update/phosphorus upgrade construction needs to be completed by May 31, 2023. The Utility must achieve compliance with the new phosphorus limits by June 30, 2023.

The Utility issued a request for proposals and selected and retained the engineering firm Donohue & Associates to design and specify the project. Design of the first phase of the plant update/phosphorus upgrade was completed in late fall of 2019.

Discussion and Analysis: The project was advertised in December 2019 and bids were received until 2:00 p.m. on January 23, 2020. The engineers opinion of probable cost of construction was \$1,065,000.

Three bid proposals were received as follows:

- Gilbank Construction, Inc. of Clinton, WI	\$1,067,000.00
- MZ Construction, Inc. of Livingston, WI	\$1,150,000.00
- Staab Construction Corporation of Marshfield, WI	\$1,153,000.00

Donohue & Associates reviewed the bids for conformance and found no errors in the completed bid forms. Attached is the Letter of Recommendation and Contract Award from Donohue & Associates Project Engineer Nathan Cassity.

Mr. Cassity found the low bidder, Gilbank Construction, submitted a responsive bid and is a responsible bidder. Mr. Cassity also reviewed the subcontractor list included with the bid. References were checked for the mechanical contractor and a list of similar projects was included in the recommendation letter.

Donohue & Associates recommends the bid be awarded to Gilbank Construction, Inc.

Budget estimates for this project are from several items in the Utility CIP that total \$908,000 and were estimated in the Facility Plan Amendment from mid-2018. Funding for this will come from the Utility Equipment Replacement Funds and/or the Utility reserve funds account.

Staff Recommendation: Staff concurs and recommends the bid be awarded to Gilbank Construction, Inc. of Clinton, WI for the cost of \$1,067,000.00.

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Donohue & Associates, Inc.
3311 Weeden Creek Road | Sheboygan, WI 53081
920.208.0296 | donohue-associates.com

January 29, 2020

Mr. Andy Selle
City Engineer
City of Fort Atkinson
101 N. Main Street
Fort Atkinson, WI 53538

Re: Letter of Recommendation and Contract Award
City of Fort Atkinson WWTP Improvements Phase I

Dear Mr. Selle,

In accordance with the Official Notice to Bidders, sealed bids for the above-referenced project were received on Thursday, January 23, 2020, at 2:00 p.m., Central Daylight Standard Time, and then opened and read aloud. Copies of the submitted bids were made and forwarded to Nathan Cassity (Donohue) for further review. Three bids were received. The Bid Tabulation is provided in the table below. Donohue reviewed the bids and has found no errors in the way they were filled out and completed.

	Bid Tabulation		
Bid Opening	1	2	3
Company Name	Gilbank Construction, Inc.	MZ Construction, Inc	Staab Construction Corporation
Lump-Sum Base Bid Price (\$)	\$1,067,000.00	\$1,150,000.00	\$1,153,000.00
Acknowledge Receipt of Addenda (1 issued)	Yes	Yes	Yes
Bid Security	Yes	Yes	Yes
Subcontractor Listing Provided	Yes	Yes	Yes
Base Bid Material and Equipment Schedule Completed	Yes	Yes	Yes
Bid Executed	Yes	Yes	Yes

The low bid was submitted by Gilbank Construction, Inc of Clinton, WI, in the amount of \$1,067,000. The second low bid was submitted by MZ Construction, Inc. of Livingston, WI in the amount of \$1,150,000. The third bid was submitted by Staab Construction Corporation of Marshfield, WI in the amount of \$1,153,000. Donohue's opinion of the probable construction cost for the project was \$1,065,000. The low bid was approximately \$2,000 more than our estimate of probable construction cost.

Gilbank's bid included Monona Plumbing as their mechanical subcontractor. As part of the evaluation of bids, Donohue requested qualifications and reference information from Monona Plumbing because Donohue has no prior working experience with Monona Plumbing. We received this information (which

2 of 6

Mr. Andy Selle
Page 2 | January 29, 2020

is attached to this letter) and called three of the references listed with similar wastewater treatment facility projects in the last 5 years. All three references provided positive feedback on Monona Plumbing's work.

It is Donohue's opinion that the low bidder, Gilbank Construction Corporation, submitted a responsive bid. It is also Donohue's recommendation to award the project to Gilbank Construction, Inc.

We are presenting this evaluation and recommendation for your review and consideration and will be pleased to answer any questions you have concerning the information provided herein.

If all is acceptable to you, and after a contract award is made, please sign and date the attached Notice of Award and scan and email it back to me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nathan Cassity".

Nathan Cassity, P.E.
Project Manager

Enclosures: Monona Plumbing References
Notice of Award

Copy: Paul Christensen, Fort Atkinson
Kimberly Gahagan, Donohue

3 of 6



C:\Users\dsiehr\Desktop\Water-Waste water project.xlsx

4 g 6

NOTICE OF AWARD

DATED: _____

TO: Gilbank Construction, Inc.
301 Scot Drive
PO Box 718
Clinton, WI 53525

CONTRACT:

CITY OF FORT ATKINSON

**WASTEWATER TREATMENT PLANT IMPROVEMENTS
PHASE I**

FORT ATKINSON, WI

You are notified that your Bid dated January 23, 2020 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for providing the total Work of the Contract.

The Contract Price of your Contract is One Million, Sixty-Seven Thousand Dollars (\$1,067,000).

One PDF copy of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award, that is by _____.

1. Deliver to the Owner PDF files of the fully executed counterparts of the Contract Documents. The Contract Documents must bear your signature on the appropriate page of the Agreement.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20) and General Conditions (Article 6).
3. Deliver with the executed Contract Documents the certificates of insurance (with a copy to each additional insured) which you are required to purchase and maintain in accordance with the Contract Documents as specified in the General Conditions (paragraph 2.01.B).

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice of Award, and to declare your Bid security forfeited.

5 of 6

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Fort Atkinson
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

Copy: Engineer

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10-b

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 4, 2020

TO: City Council

FROM: Paul Christensen, Wastewater Supervisor

SUBJECT: Plant Update Project Construction Phase Services Agreement

Background: Construction of the Phase 1 Improvements for the plant update project will have been awarded prior to this agenda item. Donohue & Associates was retained to complete the Utility Facility Plan document and the Phase 1 Improvements design. This contract agreement is for construction phase services required for the project.

Discussion: At the request of the Utility, Donohue & Associates has provided a proposal for the engineering services required to complete the construction phase of the project. The proposal includes general administration of the construction contract, site visits and confirmation of work during construction, and final walkthrough following construction to ensure everything was built properly before the contractor leaves the project. A detailed description of anticipated hours to complete these services is attached.

Financial Analysis: Utility personnel will assist Donohue & Associates as necessary to control costs. Utility staff has negotiated a construction phase services agreement contract at a cost not to exceed of \$63,500.00. Funding for this will come from Utility cash reserves.

Staff Recommendation: Staff has reviewed the proposed agreement and recommends the approval of the Construction Phase Services contract with Donohue & Associates for the cost not to exceed of \$63,500.00.

1 of 8



ENGINEERING SERVICES AGREEMENT

WWTP Improvements – Phase I (Project)

Construction Phase Services

This Agreement is by and between:

City of Fort Atkinson (Owner)
101 North Main Street
Fort Atkinson, WI 53538

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: Matt Trebatoski

Title: City Manager

Date: _____

APPROVED FOR DONOHUE

By: Mike Stohl

Printed Name: Mike Stohl, PE

Title: Vice President

Date: 1-28-2020

2 of 8

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The Owner is retaining Donohue for construction phase engineering services during the construction of the following improvements to the wastewater treatment plant (WWTP):

1. Replacement of raw influent pump #3.
2. Replacement of motor control center (MCC) and associated SCADA control panel, including electrical and control improvements for current and future raw influent pumps.
3. Modifications to decommissioned Aeration Tank No. 1 for use as leachate storage equalization and pumping.
4. Modifications to decommissioned Aeration Tank No. 1 for use as centrate storage equalization and pumping.
5. Yard piping and electrical improvements for the leachate and centrate equalization systems.

Donohue produced the Bidding and Construction Documents for this Project. The Standard General Conditions in the Construction Documents were prepared by the Engineers Joint Contract Document Committee (EJCDC 2013). Donohue will serve as the Engineer as defined in the EJCDC Standard General Conditions and amended by the Supplementary Conditions.

The Construction Contract requires the Work performed by the Contractor to be completed and ready for final payment no later than 330 calendar days after the Notice to Proceed with construction is issued.

B. SCOPE OF SERVICES

Construction phase engineering services to be provided by Donohue for this Project under this Agreement are as follows:

1.0 Construction Phase Engineering Services.

Upon successful completion of the Bidding Phase, and upon award of a Construction Contract, Engineer shall provide the following Construction Phase Services for this Project:

- 1.1 *Conformed Documents for Construction.* Incorporate addenda items from the bidding phase into a conformed set of drawings and specifications for use during Construction. This set will become the Construction Contract Documents.
- 1.2 *Construction Contract Document Execution.* Issue Notice to Proceed with Construction upon satisfactory submission of bonds and insurance by the Contractor.
- 1.3 *Pre-Construction Conference.* Attend and conduct a Pre-Construction Conference for the project prior to commencement of Work at the project site. Engineer to prepare and distribute minutes for Pre-Construction Conference.

- 1.4 *Construction Progress Meetings.* Attend up to six Construction progress meetings, as appropriate, during construction. The progress meetings shall be conducted by the Contractor. Contractor shall prepare and distribute all monthly progress meeting minutes.
- 1.5 *Visits to Site and Observation of Construction.* Make up to five additional visits to the Site when Owner deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of a Contractor's Work in progress or to involve detailed inspections of a Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking and general observation of the Work based on Engineer's exercise of professional judgment. The structural, process, electrical, civil, and controls engineers will each conduct one site visit to observe the work of the contractor.
- 1.6 *Clarifications and Interpretations.* Provide input to Owner on necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Donohue assumed 8 requests for information in order to estimate effort.
- 1.7 *Change Orders and Work Change Directives.* Provide input to Owner on Change Orders and Work Change Directives. Prepare Change Orders and Work Change Directives as required for Owner review and approval.
- 1.8 *Shop Drawings and Samples.* Provide a technical review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of Construction or to safety precautions and programs incident thereto. Donohue estimated 60 submittals based on the specification requirements in order to estimate effort.
- 1.9 *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by a Contractor.
- 1.10 *Applications for Payment.* Review and provide input to Owner on applications for payment and accompanying supporting documentation from the Contractor.
- 1.11 *Punchlist Preparation, Review, and Documentation.* Review the Work of the Contractor to produce the Final Completion punchlist. Review the Work to confirm the Contractor has completed the punchlist items.
- 1.12 *Record Documents.* Receive annotated record documents from the Contractor, which are to be assembled by the Contractor in accordance with the Contract Documents to

obtain final payment. Prepare Record Drawings showing appropriate record information based on the project annotated record documents received from the Contractor. The completed Record Drawing deliverables for the project shall consist of one full size and one half size printed-paper sets and an electronic set in PDF and AutoCAD format.

- 1.13 *Startup Services.* An operations specialist will assist the Owner in the check-out and startup of the new raw influent pump.
- 1.14 *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of the Contractor, or of any of its subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of the Contractor to perform or furnish the Work in accordance with the Contract Documents.

C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. Engineering Services will follow the schedule established by Contractor with project completion to occur within 330 calendar days after the Notice to Proceed is issued.

PART II OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
3. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
5. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III
COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these Services and expenses will not exceed \$63,500 (see attached Fee Estimate Summary).
- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be

caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

City of Fort Atkinson
Wastewater Treatment Plant Phase 1 Improvements Project
Construction Phase Services Fee Estimate Summary
Donohue & Associates, Inc.

Task	CCA \$ 160	Process \$ 130	Structural \$ 145	Electrical \$ 180	Controls \$ 115	Mech \$ 115	Civil \$ 130	Ops/PT CA \$ 130	Admin I \$ 80	Total Hours	Total Labor	Travel	Printing	Total Cost
Prepare Contract Documents for Execution	4								1	5	\$ 720		\$ 100	\$ 820
Pre-Construction and Progress Meetings	60									60	\$ 9,600	\$ 1,050	\$ 100	\$ 10,750
Prepare for, Conduct, and Document Pre-Con Conference	12									12	\$ 1,920	\$ 150	\$ 50	\$ 2,120
Attend Six Progress Meetings	48									48	\$ 7,680	\$ 900	\$ 50	\$ 8,630
Construction Phase Contract Administration	169	38	14	31	30	16	10	24	16	348	\$ 50,580	\$ 1,200	\$ 150	\$ 51,930
Administer Construction Contract	100									100	\$ 16,000			\$ 16,000
Provide Clarifications & Interpretations (RFIs and CO)	8	4	2	4	4	2			4	28	\$ 3,820			\$ 3,820
Prepare Change Order Recommendations & Issue	8	4		2	2	2				18	\$ 2,620			\$ 2,620
Shop Drawings & Submittal Reviews & Responses	24	16	8	12	16	8	6		12	102	\$ 13,740		\$ 50	\$ 13,790
Review & Recommend Contractor Payment Requests	10									10	\$ 1,600			\$ 1,600
Provide Responses to Contractor Claims	8	2		2						12	\$ 1,900			\$ 1,900
Five Designer On Site Reviews & Documentation		8	4	7	8		4			31	\$ 4,320	\$ 600		\$ 4,920
Final Completion w/Punch List Dev	8	4		4		4				20	\$ 2,980	\$ 300		\$ 3,280
Record Drawing Preparation	3							8		11	\$ 1,520		\$ 100	\$ 1,620
Startup assistance by operations specialist								16		16	\$ 2,080	\$ 300		\$ 2,380
										-	\$ -			\$ -
Total	233	38	14	31	30	16	10	24	17	413	\$ 60,900	\$ 2,250	\$ 350	\$ 63,500
Total Labor Dollars by Labor Class	\$ 37,280	\$ 4,940	\$ 2,030	\$ 5,580	\$ 3,450	\$ 1,840	\$ 1,300	\$ 3,120	\$ 1,360					



10-C

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 4, 2020

TO: City Council

FROM: Paul Christensen, Wastewater Supervisor

SUBJECT: Purchase of Phase 1 Pumping Equipment

Background: Phase 1 of the plant update and phosphorus upgrade design was completed in late fall of 2019. The project was put out for bid in December with the bid closing on January 23rd. A mutual decision was made with the project engineers Donohue and Associates, to order the pumping equipment separate from the entire project to save money on contractor markup. This was also done on the recent centrifuge project.

Discussion: Xylem/Flygt pumping and mixing equipment is used throughout the Utility and at all three lift stations when submersible equipment is required. Xylem/Flygt products have been used at the Utility for more than 40 years with an outstanding service record. The Utility staff have the required specialty tools to perform all of the routine maintenance and rebuilding of this equipment in-house. Because of this it was the preferred equipment for this project.

The Utility and the project engineers negotiated the price of the equipment directly with Xylem/Flygt Water Solutions USA of Pewaukee, WI.

Financial Analysis: Xylem/Flygt will provide the pumping and mixing systems as specified in the project manual and according to the terms and conditions specified. Systems include the pumping and mixing equipment for the centrate equalization tank, and the leachate/hailed waste equalization tank, the raw influent pump #3, and associated controls for all systems.

Xylem/Flygt will provide this equipment for the total project cost of \$163,792.56 including freight. Funding for this purchase will come from the Equipment Replacement Funds account.

Staff Recommendation: Staff recommends the purchase of the pumping equipment from Xylem Water Solutions USA, Inc. of Pewaukee, WI for the cost of \$163,792.56.

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Xylem Water Solutions USA, Inc.
Flygt Products

January 9, 2020

CITY OF FORT ATKINSON
101 N MAIN ST
FORT ATKINSON WI 53538-1861

N26 W23345 Paul Road
Pewaukee, WI 53072
Tel (262) 544-1922
Fax (262) 544-1399

Quote # 2019-PEW-0760 Alternate 1, Version 4
Re:Fort Atkinson

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment. Progress Payments

Centrate EQ Pumps

Qty	Part Number	Description	Unit Price
1	6020.091-0008	NX-3 HT/HC 10/380-480/3/CH FM+ 65' WC FLS	\$ 11,449.39
1	444 68 05	CONNECTION, DISCH 3X3" CI	\$ 661.42
1	748 18 15	KIT, SLIDING BRACKET DN80 ENF	\$ 169.90
1	14-59 00 00	KIT, HARDWARE 3/8IN SS (2X)	\$ 50.88
1	14-58 95 35	HARDWARE, DISC CONN ASSY 304SS	\$ 345.24
1	613 68 04	BRACKET, GUIDE BAR UPPER 2" 316	\$ 191.70
1	14-58 91 06	HOOK, SAFETY ASSEMBLY SS	\$ 113.57
20	14-48 71 13	CHAIN, 3/16" 316L	\$ 37.25
1	14-58 72 08	KIT, CHAIN FITTING 3067-3127+ 316SS	\$ 103.57
1	14-40 02 55	KIT, SURGE PROTECTION 460V+ STRIKESORB	\$ 534.22
1	810 10 00	PANEL, OPERATOR CONCERTOR HMI	\$ 835.85
1	14-69 00 09	START UP CHARGE FLYGT 1-TP MODELS: 3000, 7000, 8000	\$ 1,180.19
1	14-69 95 12	TEST FAL 2.2 PLOTTED 3045-3127 FAL 15-900006	\$ 873.00
1	14-69 95 27	TEST FAL 2.3 HYDRO 3045-3127+ COMPLETE PUMP FAL 15-900009	\$ 487.00
1	442 18 16	SLING, CHAIN UNIT SS WIRE 10M	\$ 367.00
1	620 09 00	GRIP EYE UNIT	\$ 123.00
40	14-49 01 03	TS3162 FEET 2" GUIDE RAIL 316SS	\$ 46.00
1	816 47 00	GATEWAY, CONTROL CONCERTOR DP+ FPG 414 R2	\$ 917.00

Centrate EQ Pumps Price \$ 20,987.93

Leachate EQ Pump

Qty	Part Number	Description	Unit Price
1	6020.091-0008	NX-3 HT/HC 10/380-480/3/CH FM+ 65' WC FLS	\$ 11,449.39
1	444 68 05	CONNECTION, DISCH 3X3" CI	\$ 661.42
1	748 18 15	KIT, SLIDING BRACKET DN80 ENF	\$ 169.90
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1	14-69 95 27	TEST FAL 2.3 HYDRO 3045-3127+ COMPLETE PUMP FAL 15-900009	\$ 487.00
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1	620 09 00	GRIP EYE UNIT	\$ 123.00
40	14-49 01 03	TS3162 FEET 2"GUIDE RAIL 316SS	\$ 46.00
1	816 47 00	GATEWAY,CONTROL CONCERTOR DP+ FPG 414 R2	\$ 917.00

Leachate EQ Pump Price \$ 20,987.93

Submersible Mixers & Accessories

Qty	Part Number	Description	Unit Price
2	4650.310-0027	Flygt Model SR-4650 Submersible Mixer, Stainless steel (ASTM 304), equipped with a 460 Volt / 3 phase / 60 Hz 8.3 HP 580 RPM motor, Prop 3°, 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, C/W FLS leakage detector	\$ 17,770.99
2	14-69 00 09	START UP CHARGE FLYGT 1-TP MODELS: 3000,7000,8000	\$ 1,180.19
2	14-58 92 41	KIT,SYSTEM IV-4" FLOOR MOUNT+ 20'CABLE, 1 SUPPORT, NO CRANE	\$ 4,623.55
40	14-49 01 68	TUBING,SQUARE SS316 4X4X.188"	\$ 194.43
2	14-58 75 61	CABLE,LIFTING ASSY 1/4"X25'+ 316	\$ 394.31
2	14-40 71 29	MINI-CASII/FUS 120/24VAC,24VDC	\$ 472.44
2	14-40 71 30	SOCKET,11-PIN BACK MOUNTING	\$ 75.41

Submersible Mixers & Accessories Price \$ 56,810.85

WWTP Raw Wastewater Pump (3000 GPM at 50' TDH - 46.8' Static)

Qty	Part Number	Description	Unit Price
1	3202.095-0173	Flygt Model NT-3202.095 8" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 60 HP 1150 RPM motor, 640 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 46,621.60
1	14-69 00 09	START UP CHARGE FLYGT 1-TP MODELS: 3000,7000,8000	\$ 1,180.19
1	384 74 05	ELBOW,INLET DN250 X 12"ANSI CI	\$ 1,414.59
1	768 24 22	KIT,T-STAND 3202 MT	\$ 1,624.47
1	823 07 00	MONITOR,PUMP MAS800 CU	\$ 1,795.00
1	823 06 00	MONITOR,PUMP MAS800 BU	\$ 1,540.00

Qty	Part Number	Description	Unit Price
1	822 48 00	PANEL, OPERATOR FOP402	\$ 1,739.00
1	40-50 15 36	MODULE, RELAY PUMP MONITORING+ MRM 01 MAS 711	\$ 423.00
1	14-41 20 22	CABLE, CROSS-OVER 10' RED CAT5+ RJ-45 MALE TO RJ-45 MALE	\$ 46.00
1	40-50 15 26	METER, POWER 24VDC AND 24VAC	\$ 1,451.00
1	14-69 95 14	TEST FAL 2.2 PLOTTED 3170-3301 FAL 15-900006	\$ 313.00
1	14-69 95 28	TEST FAL 2.3 HYDRO 3140-3153+ COMPLETE PUMP FAL 15-900009	\$ 885.00

**WWTP Raw Wastewater Pump (3000 GPM at 50'
TDH - 46.8' Static) Price \$ 59,032.85**

Total Project Price \$ 157,819.56

Freight Charge \$ 5,973.00

Total Project Price \$ 163,792.56

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Schedule: Delivery lead times are XX weeks after receipt of submittal approval and order acceptance.

Progress Payments

A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:

1. Upon receipt of the first Application for Payment and following Engineer's approval of the shop drawing submittal, an amount equal to 20 percent of the Contract Price.



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2. Upon receipt of the second such Application for Payment and following delivery of the equipment, an amount sufficient to increase total payments to Seller to 80 percent of the Contract Price.

Final Payment

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of successful installation and startup, an amount sufficient to increase total payments to Seller to the full Contract Price.

Terms of Delivery: PP/Add Order Position
Validity: This Quote is valid for ninety (90) days.
Taxes: State, local and other applicable taxes are not included in this quotation.
Warranty: Standard warranty terms apply to the items in this quotation.
Exclusions: This Quote includes only the items listed specified above.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Joshua Voigt
Sales Representative
Phone: 262/506-2343
Cell: 414/719-5567
joshua.voigt@xyleminc.com

Nick Walloch
Inside Sales Engineer
Phone: 262/506-2341
Cell: 262/200-1885
nicholas.walloch@xyleminc.com

Xylem Water Solutions USA, Inc.
Flygt Products

Fax: 262/544-1399



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2019-PEW-0760 Alternate 1, Version 4
Customer Name: CITY OF FORT ATKINSON
Job Name:
Total Amount: \$ 157,819.56
(excluding freight)

Signature: _____

Name: _____

(PLEASE PRINT)

Company/Utility: _____

PO: _____

Address: _____

Date: _____

Phone: _____

Email: _____

Fax: _____





10-d

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 4, 2020

TO: City Council

FROM: Paul Christensen, Wastewater Supervisor

SUBJECT: Phase 2 Plant Update Design Services Agreement

Background: As outlined in the WDNR approved Facility Plan, the plant update/phosphorus upgrade construction needs to be completed by May 31, 2023. The Utility must achieve compliance with the new phosphorus limits by June 30, 2023. Phase 1 of the design and construction for this project is underway.

An RFP for design of Phase 1 construction was issued in March 2019 to five engineering firms. Three firms responded two with proposals and one firm declined to submit. Each proposal was scored based on: Scope of work; design team experience on facilities similar to Fort Atkinson; project schedule; and the fee for design and bid assistance (see attached Council memo).

The scoring evaluation resulted in Donohue & Associates being selected to complete the design. The intent at that time was that pending successful work in Phase 1 design, the City would negotiate with the chosen firm to also design the second phase of the plant update.

Discussion and Analysis: A draft design agreement was submitted for consideration in early January. Staff met with Mr. Nathan Cassity from Donohue to discuss the agreement, make modifications and review the schedule and fees. A final Engineering Services Agreement was submitted on January 28, 2020 and is attached.

The proposal includes seven phases, starting with the Project Development Phase and ending with the Clean Water Fund Loan Application Assistance Phase. The proposed schedule allows us to reach our June 2023 deadline. The project is a retrofit of our existing facility with some performance critical processes resulting in a higher than average level of complexity for this project. This results in slightly higher fees and longer schedule to ensure the project meets or exceeds stated criteria.

The proposed fee for the agreement is \$676,900. The estimated 2021 construction cost of the project improvements and updates is \$11,133,000 – resulting in a 6% fee.

Staff have evaluated the fee among three metrics as a check to ensure our negotiated price is reasonable.

First, we used the fee as a percentage of the overall construction cost. This is a common metric based on complexity of the project. Data collected by the ASCE many years ago produced a curve below that is still used today. This data indicates a 6.1% fee is in-line with expectations.

1 of 15

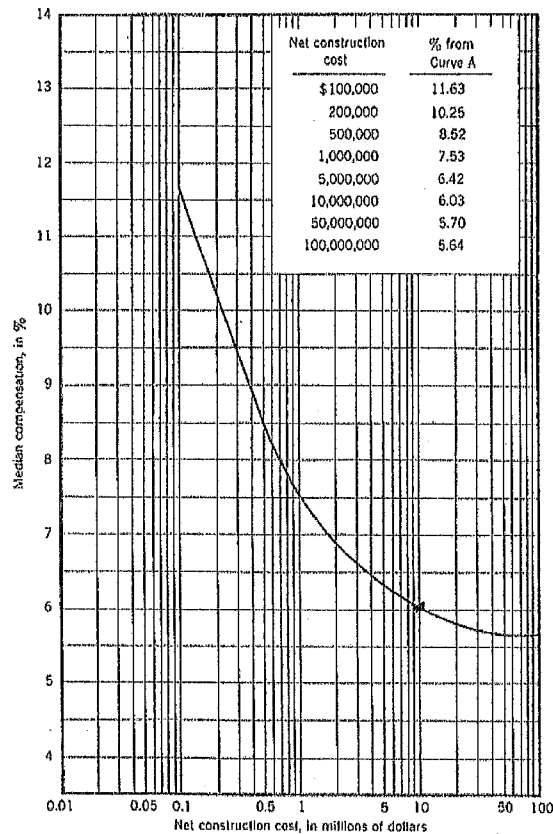


FIG. 1.-CURVE A*, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY

Second, the last major plant upgrade in Fort Atkinson in 1991 the project construction cost was \$11,265,000. The design engineering cost was \$782,500 or 7% of the construction cost. Although an old project, the ratio provides another data point to check our fee which again appears in-line with expectations.

Finally, we contacted regional communities with projects of similar scale and asked about their engineering fees as a percentage of the construction contract. Five communities were contacted and four responded. All indicated their fees were either in-line or slightly higher. One community strongly reinforced advice not to squeeze engineering design as they have been dealing with a plant built several decades ago on a tight budget that has been wrought with problems.

Financial: The funds for the Phase 2 Plant Update Design Services Agreement will come from Utility cash reserves. Ultimately the actual construction of the project will be borrowed for using the states Clean Water Fund Loan, specifically in place for such wastewater upgrades. Using the Utility's replacement fund and cash on hand for Phase 1 design and construction and Phase 2 design will reduce the amount we need to borrow.

Staff Recommendation: The City/Utility have had a positive experience working with Donohue on the centrifuge upgrade project, the Facility Plan Amendment, and the Phase 1 design project. Based on that experience and the above metrics we recommend approval of the Engineering Services Agreement with Donohue & Associates of Sheboygan, WI for the cost not to exceed \$676,900.



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: April 12, 2019

TO: City Council

FROM: Paul Christensen – Wastewater Utility Supervisor

SUBJECT: WWTP Upgrades – Design Consultant Selection

Background:

The Facility Plan for the WWTP was completed in January 2019. This plan documents a path toward meeting phosphorous compliance as well as ensuring necessary upgrades and scheduled replacement of major equipment at the WWTP is performed. A ten year plan for capital investment was documented. This is the first year of that plan, intended to meet the deadline of July 1, 2023 for the plant's phosphorous compliance permit from WDNR.

Discussion:

Two firms responded to the requested proposal, five were asked to submit. Two of the five indicated they did not have the capacity to pursue the work within the time frames indicated. Firms were asked to bid on the design of three items; replacement of a raw influent pump, modification of existing aeration tanks, and the design for centrate piping to carry high phosphorous liquid to the modified holding tanks. Consultants were evaluated on their scope and budget to design, the team assembled to perform the work, and their intended schedule. An evaluation table is attached. Each metric was given a 1,3,or 5 ranking.

Donohue and Associates were ranked first in the evaluation. They performed the Facility Plan and we have a good relationship with them.

Recommendation:

I recommend contracting with Donohue and Associates in the amount of \$53,574 for design services. The fees for design services will be covered with budgeted replacement funds of \$908,000 for these three projects.

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SCOPE OF WORK			#		TEAM		#		FEE		#		SCHEDULE		#	
SCORE 14	Symbiont	- Good detail on the three design tasks	3	3	PROS: Great range of experience and expertise within the 3 individuals CONS: Did not follow the proposal instructions - 1 page or less for project team	3	3	3	\$64,850 / 626 hrs PROS: Breakdown by task provided CONS: A semi-detailed breakdown, short of what was requested.	3	3	3	PROS: July 3 Advertise, Aug 6 Bids due CONS: Dec 31 completion is ambitious?	5		
		- Detailed assumptions to accompany the scope														
		- No scope / fee for bid phase services as requested in RFP														
SCORE 18	Donahue and Assoc.	- Detailed breakdown of tasks	5	5	PROS: Solid team among the 3 individuals. Kept at 1 page as requested CONS: None	5	5	5	\$53,574 / 399 hrs PROS: Detailed breakdown provided as requested CONS: None	5	5	5	PROS: Factored lead time for Pump 3 into schedule CONS: Dec 12 Advertise, Jan 12 (2020) bids due. Difficult schedule to	3		
		- Appreciate the sheet set, sets a good understanding for bid docs														
		- Deliverables clearly spelled out, assumptions could have been more detailed														

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ENGINEERING SERVICES AGREEMENT

WWTP Improvements – Phase II (Project) Design Services

This Agreement is by and between:

City of Fort Atkinson (Owner)
101 North Main Street
Fort Atkinson, WI 53538

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: Matt Trebatoski

Title: City Manager

Date: _____

APPROVED FOR DONOHUE

By: *Mike Stohl*

Printed Name: Mike Stohl, PE

Title: Vice President

Date: 1-28-2020

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PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The Owner is retaining Donohue for engineering services to design improvements to the wastewater treatment plant (WWTP). Specifically, this project provides bidding documents and assistance with bidding for the following capital improvements that were identified as Phase II improvements as described in the Wastewater Treatment Facility Plan Amendment dated February 6, 2019:

- Replace existing raw wastewater grinders with new influent fine screens
- Rehabilitate the influent wetwell
- Replace two existing influent pumps and add a new fourth pump
- Rehabilitate the two primary clarifiers
- Construct a new primary sludge fermenter to improve the Enhanced Biological Phosphorus Removal Process (EBPR)
- Construct a new thickened primary sludge pumping building
- Improvements to the EBPR system to optimize performance
- Replace one of the aeration blowers
- Rehabilitate the two final clarifiers
- Construct a new tertiary filtration facility with chemical conditioning (rapid mix, coagulation, and flocculation) followed by disc filters for meeting TMDL phosphorus and TSS limitations
- Improvements to the aerobic digesters to optimize performance
- Building 10 NFPA 820 improvements to separate raw wastewater pumping from the administrative portion of the building and upgrade the HVAC.

B. SCOPE OF SERVICES

This Section outlines the Scope of Services for the Design Phase of the Phase II WWTF improvements.

General Matters

1. Provide monthly status reports. Topics of the status reports will include Activities This Period, Near-Term Activities, Outstanding Issues, Budget Position, and Schedule.
2. Provide meeting notes that document discussions, decisions, Owner comments, and Owner direction.
3. Submit Owner-review drawings in 11" x 17" reduced-scale format.
4. Perform quality reviews throughout the duration of the project.
5. Conduct informal meetings and conference calls with Owner to review progress, get direction, and enhance coordination in advance of workshops.
6. Donohue will attend Owner Council meetings as appropriate. Donohue has assumed attendance at four meetings for determining level of effort.

Phase 100 – Project Development Phase

1. Develop and submit a Request for Information. This information may include the following: recent historical wastewater data, effluent data, and/or treatment facility operating data; operating records; maintenance records; subsurface conditions information; hazardous materials information (e.g., paint and asbestos); and/or operation and maintenance manuals.
2. Subcontract a surveyor for gathering necessary site topography and structure location and elevation information.
3. Subcontract geotechnical services to take soil borings in the proposed locations of the fermenter and tertiary filtration structure and prepare a geotechnical investigation report.
4. Subcontract environmental testing services to take samples at various locations to test for presence of lead based paint and materials containing asbestos.
5. Develop AutoCAD drawings representing existing structures and the WWTF site using available record drawings and field measurements.
6. Perform a site review to enhance the Design Team's understanding of existing conditions. Appropriate engineering disciplines will participate in this site review.
7. Develop a hydraulic profile model throughout the existing liquid train.
8. Develop a solids mass balance. Use historical data to confirm the mass balance properly predicts solids production and operating characteristics of thickening, digestion, and dewatering.
9. Develop process schematics for the liquid and solids trains. These schematics will be modified during the subsequent design Phases.
10. Perform Quality Control reviews of work in-progress.

Phase 200 – Process Design Phase

1. Develop a Process Design Basis Memorandum that documents design flows, design loads, the existing mass balance, and the future mass balance.
2. Select and size process equipment, piping, valves, and hydraulic control equipment (e.g., gates and weirs).
3. Define process equipment requirements: dimensions, weights, lifting requirements, access requirements, and utilities.
4. Develop process operating and control strategies.
5. Develop unit process flow sheets (schematics). Each flow sheet will include a single unit process and reflect the Owner requirements and preferences provided previously.
6. Develop Civil, Structural, Controls, Electrical, and HVAC Concepts, and document those concepts in a Technical Memorandum.
7. Develop a conceptual site plan showing new improvements.
8. Develop a proposed hydraulic profile that reflects the proposed liquid train improvements.
9. Coordinate improvements with electric, natural gas, and water utilities.
10. Produce DRAFT design basis documentation that includes the Process Design Basis, Design Concepts Technical Memorandum, conceptual hydraulic profile, conceptual site plan, flow sheets, equipment sizing information, and potential equipment manufacturers.
11. Process Design Workshop – Prepare for, conduct, and document a Workshop to review the DRAFT design basis documentation.
 - a. Deliverables
 - i. Meeting Materials
 - ii. Meeting Notes
12. Refine the design basis materials to incorporate Owner comments.

13. Perform Quality Control reviews of work in-progress.

Phase 300 – Preliminary Layout Phase

1. Prepare Conceptual Layout Drawings for structures affected by the Work of the Project. In general, these drawings will delineate:
 - Major removals (structural and equipment) within each existing structure
 - Channels with dimensions
 - Tanks with dimensions
 - Buildings with dimensions
 - Rooms on each floor like process rooms, electrical rooms, control rooms, mechanical rooms
 - Cross sections with elevations
 - Stairwells and doors
 - Process equipment outlines consistent with the process equipment sized and selected during the Process Design Phase
 - Equipment access requirements and provisions
 - Site access requirements and provisions for each structure; and Site plan showing all structures and major above-grade site features.
2. Using the process schematics and control strategies developed previously, prepare Conceptual Process and Instrumentation Diagrams (PIDs).
3. Conceptual Layouts Workshop – Prepare for, conduct, and document a Workshop to review the Conceptual Layout Drawings.
 - a. Deliverables
 - i. Meeting Materials
 - ii. Meeting Notes
4. Prepare Preliminary Layout Drawings for all structures affected by the Work of the Project. These drawings will incorporate Owner preferences and requirements provided during the previous Workshop and be developed to a higher degree of completion than the Conceptual Layout Drawings. In general, these drawings will show the items listed below, which were not shown or provided on the Conceptual Layout Drawings:
 - Major structural features like wall thickness, slab thickness, beam sizes, and column sizes
 - Major equipment access and removal devices like bridge cranes, monorails, and hoists
 - Major electrical equipment like switchgear, emergency generators, MCCs, VFDs, transfer switches, and lighting panels
 - Major controls equipment and panels
 - Major HVAC equipment like boilers, make-up air units, furnaces, and air conditioners
 - Site plan showing all structures, major above-grade site features, major buried process piping, and major buried utilities and
 - Overall electrical one-line diagrams.
5. Prepare a Construction Cost Opinion based on the current version of the Preliminary Layout Drawings and P&IDs. The construction cost opinion will be take-off based and organized by specification division.
6. Preliminary Layouts Workshop – Prepare for, conduct, and document a Workshop to review the Preliminary Layout Drawings, PIDs, and Construction Cost Opinion. A primary focus of this Workshop will be the costs. At this Workshop, attendees, armed with the detailed cost opinion, will explore alternatives that provide the necessary performance and functionality at a lower cost or greater value. Attendees will develop a list of cost-reduction alternatives worthy of further investigation.

- a. Deliverables
 - i. Meeting Materials
 - ii. Meeting Notes
- 7. Refine the Preliminary Layout Drawings and P&IDs to reflect Owner preferences and requirements provided during the preceding Workshop.
- 8. Perform Quality Control reviews of work in-progress.

Phase 400 – Final Design Phase

- 1. Finalize size and location of major equipment. Refine process equipment requirements: dimensions, weights, lifting requirements, access requirements, and utility requirements.
- 2. Refine the following documents as necessary: Hydraulic profile, Process Design Basis, operating strategies.
- 3. Continue to coordinate with electric, natural gas, and water utilities throughout Final Layout design.
- 4. Refine electrical one-line diagrams.
- 5. Refine P&IDs.
- 6. Prepare final layout drawings for all structures affected by the Work of the Project. These drawings will incorporate Owner preferences, requirements, and cost-saving measures, and be developed to a higher degree of completion than the Preliminary Layout drawings. In general, these drawings will show the items listed below, which were not shown or provided on the preliminary layout drawings:
 - Site plan details such as yard piping; sidewalks and parking; and grading plan
 - Process details
 - Structural details such as floor, roof, and wall openings; lifting equipment; equipment pads; floor hatches; floor slopes; hoisting equipment; framing; beams; and columns
 - HVAC equipment such as ducts; air handling equipment; windows, louvers, intakes, and grilles; and hazardous ratings
 - Electrical components such as electrical duct banks and building lighting
 - Plumbing components such as fixture dimensions, floor drain system, and water system
 - I&C components such as I&C signals
- 7. Produce HVAC, Plumbing, Architectural, and Structural Motor Lists.
- 8. Update the Construction Cost Opinion based on the current version of the Final Layout Drawings and P&IDs.
- 9. Request insurance requirements that will be included in the construction contractor's contract.
- 10. Prepare for, conduct, and document Final Layout Workshop. Attendees will review and discuss the Final Layouts and other tasks performed since the previous Workshop.
 - a. Deliverables
 - i. Meeting Materials
 - ii. Meeting Notes
- 11. Revise Final Layout drawings to reflect Owner direction and preferences.
- 12. Prepare work sequence and constraints and construction schedule.
- 13. Perform Quality Control reviews of work in-progress.

Phase 500 – Bidding Documents Phase

- 1. Produce base sheets and release to non-Process disciplines.
- 2. Produce internally-reviewable bidding documents (drawings and specifications).

3. Perform an internal designer review and conduct internal designer review meetings.
4. Conduct plans-in-hand review at the WWTF for appropriate disciplines to review drawings on site. Incorporate revisions as necessary.
5. Conduct internal P&ID coordination meeting.
6. Produce bidding documents (drawings and specifications)
7. Update Opinion of Probable Construction Cost.
8. Prepare for, conduct, and document Bidding Documents Workshop. Attendees will review and discuss the drawings and specifications along with the final opinion of probable construction cost.
 - a. Deliverables
 - i. Bidding Drawings
 - ii. Bidding Specifications
 - iii. Opinion of Probable Construction Cost
 - iv. Meeting Notes
9. Perform final quality control reviews.
10. Revise bidding drawings and specifications to reflect Owner direction and preferences along with quality control review incorporations.
11. Produce final bidding documents.
12. Submit bidding documents to Wisconsin DNR for review and approval.
13. Respond to comments from Wisconsin DNR and incorporate any necessary revisions into the bidding documents.

Phase 600 – Project Bidding Phase

1. Submit three sets of bidding documents to Owner.
2. The bidding services will include electronic distribution of bidding documents via the QuestCDN bidding service.
3. Develop and submit to Owner legal advertisement language for advertisement in the Owner's official news publication.
4. Attend and conduct Pre-Bid Meeting to explain the project to perspective bidders.
5. Respond to bidder questions and prepare addenda as necessary.
6. Assist Owner with and attend bid opening.
7. Submit a tabulation of bid results.
8. Review bids and submit a letter of recommendation for award.
9. Prepare notice of award.

Phase 700 – Clean Water Fund Loan Application Assistance

Donohue will assist the Owner with preparation of the loan application and compilation of required attachments. This process includes the following tasks:

1. In a teleconference with Owner personnel, discuss the items required for the loan application, assign responsibilities for each item; and request information from the Owner.
2. Develop schedule for completion of the various engineering, accounting and administrative sections of the application.
3. Prepare draft documents for Owner review.
4. Incorporate comments and submit final documents and cover letter to the Owner for signature.
5. Owner submits application to WDNR for review.

6. Following bidding and contractor selection, prepare additional documents required for submittal as part of the application. Revise sections with updated information where appropriate and re-submit those sections.
7. Address follow-up questions regarding the application.

Construction Related Services are not included as part of this agreement.

C. PROJECT TIMING

1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. WDNR reviewable bidding documents shall be complete and submitted by September 30, 2020 to meet the CWF loan deadline with a goal of incorporating WDNR review comments and finalizing the Bidding Documents by January 29, 2021.

PART II OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III
COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these Services and expenses will not exceed \$676,900 (see attached Fee Estimate Summary).
- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be

caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

130815

Fort Atkinson WWTP Improvements-- Phase II Design Services
Fee Estimate Summary
Donohue & Associates

Task Description	PM ENG VI	QC ENG V	Process ENG IV	Electrical ENG IV	Controls ENG III	Structural ENG III	Mech ENG II	Civil ENG II	Ops ENG II	Admin Admin	Total Hours	Total Labor	Travel	Printing & Mailing	Sub- Consultant Services	BioWin & Visual Hydraulics	Total Cost	Subtotals
1 Phase 100 - Project Development Phase	\$ 185	\$ 180	\$ 160	\$ 160	\$ 145	\$ 145	\$ 130	\$ 130	\$ 130	\$ 60								\$ 91,620
1.1 Develop request for various existing information	2		4	2	2	2	2	2		2	18	\$ 2,610					\$ 2,610	
1.2 Subcontract surveyor services	4	2				2					8	\$ 1,360			\$ 8,000		\$ 9,360	
1.3 Subcontract geotechnical services	4					4					8	\$ 1,360			\$ 8,000		\$ 9,360	
1.4 Subcontract environmental testing services	4										4	\$ 760			\$ 3,000		\$ 3,760	
1.5 Develop existing site AutoCad drawings	8	2	40			40		32			122	\$ 18,280	\$ 500				\$ 18,780	
1.6 Conduct on-site existing conditions observations	8		16	8	8	8	8	8			64	\$ 9,800					\$ 10,300	
1.7 Develop hydraulic profile	4	8	80								92	\$ 15,020		\$ 30		\$ 500	\$ 15,550	
1.8 Develop solids mass balance	2	4	60							2	68	\$ 10,870		\$ 30		\$ 500	\$ 11,400	
1.9 Develop process schematics	2	4	60							2	68	\$ 10,870		\$ 30			\$ 10,900	
2 Phase 200 - Process Design Phase																		\$ 108,870
2.1 Develop Process Design Basis	2	4	48						8	2	64	\$ 9,990					\$ 9,990	
2.2 Select and size process equipment, piping, controls	2	4	48								54	\$ 8,790				\$ 500	\$ 9,290	
2.3 Define requirements for process equipment	2		32	2	2	2	2				42	\$ 6,670					\$ 6,670	
2.4 Develop process operating and control strategies	4	8	48		16				8	2	86	\$ 13,420		\$ 50			\$ 13,470	
2.5 Develop unit process flow sheets	4	4	48		16						72	\$ 11,500		\$ 50			\$ 11,550	
2.6 Develop discipline design concepts	4	4	4	8	8	8	8	8		2	54	\$ 7,980					\$ 7,980	
2.7 Prepare conceptual site plan with various layouts	4	4	24					40			72	\$ 10,540		\$ 30			\$ 10,570	
2.8 Prepare hydraulic profile		4	24								28	\$ 4,560					\$ 4,560	
2.9 Coordinate utilities	2		4				4	4			14	\$ 2,070					\$ 2,070	
2.10 Produce design basis documentation	8	8	40	8	8	8	8	8	8	6	110	\$ 16,600		\$ 30			\$ 16,630	
2.11 Conduct process design workshop	8		16						8		32	\$ 5,160	\$ 250	\$ 50			\$ 5,460	
2.12 Refine design basis documentation	8	4	32	4	4	4	4	4		2	66	\$ 10,400		\$ 30			\$ 10,430	
3 Phase 300 - Preliminary Layout Phase																		\$ 182,880
3.1 Prepare conceptual layout drawings	16	16	140	80	16	120	16	32	8		444	\$ 68,200		\$ 50			\$ 68,250	
3.2 Develop Initial Process and Instrumentation Diagrams (P&IDs)	4	8	8		100				8		128	\$ 19,040		\$ 30			\$ 19,070	
3.3 Conduct conceptual layouts workshop	8		16		8			8			40	\$ 6,320	\$ 250	\$ 50			\$ 6,620	
3.4 Prepare preliminary layout drawings	16	16	120	80	8	60	8	32	8		348	\$ 54,100		\$ 50			\$ 54,150	
3.5 Prepare preliminary construction cost opinion	4	4	8	8	8	8	4	8		6	58	\$ 8,420					\$ 8,420	
3.6 Conduct preliminary layouts workshop	8		16					8			32	\$ 5,160	\$ 250	\$ 50			\$ 5,460	
3.7 Refine preliminary layout drawings and P&IDs	4	4	40	20	40	8	4	16			136	\$ 20,660		\$ 50			\$ 20,710	
4 Phase 400 - Final Design Phase																		\$ 69,880
4.1 Finalize size and locations of major equipment	4		16								20	\$ 3,340					\$ 3,340	
4.2 Finalize hydraulic profile, process design basis, and ops strategies	2	4	16								22	\$ 3,670					\$ 3,670	
4.3 Coordinate utilities	2			4							6	\$ 1,030					\$ 1,030	
4.4 Finalize electrical one-line diagrams	2	4		32							38	\$ 6,230					\$ 6,230	
4.5 Finalize P&IDs	2	4			40						46	\$ 6,910					\$ 6,910	
4.6 Prepare final layout drawings	8	16	40	8	8	8	8	16	4		116	\$ 18,080		\$ 50			\$ 18,130	
4.7 Produce discipline motor lists	2			8			4				14	\$ 2,190					\$ 2,190	
4.8 Update construction cost opinion	4	2	8	4	4	4	4	4		4	38	\$ 5,580					\$ 5,580	
4.9 Conduct final layouts workshop	8		16					8			32	\$ 5,160	\$ 250	\$ 50			\$ 5,460	
4.10 Refine final layout drawings	4	4	20	8	8	8	4	8			64	\$ 9,860					\$ 9,860	
4.11 Prepare work sequence, constraints, and construction schedule	4	4	20	2	2	2	2	2	8	4	50	\$ 7,480					\$ 7,480	

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Fort Atkinson WWTP Improvements-- Phase II Design Services
Fee Estimate Summary
Donohue & Associates

Task Description	PM ENG VI	QC ENG V	Process ENG IV	Electrical ENG IV	Controls ENG III	Structural ENG III	Mech ENG II	Civil ENG II	Ops ENG II	Admin Admin	Total Hours	Total Labor	Travel	Printing & Mailing	Sub- Consultant Services	BioWin & Visual Hydraulics	Total Cost	Subtotals
5 Phase 600 - Bidding Documents Phase	\$ 195	\$ 180	\$ 160	\$ 160	\$ 145	\$ 145	\$ 130	\$ 130	\$ 130	\$ 60								\$ 184,330
5.1 Produce base sheets	4		32								36	\$ 5,900					\$ 5,900	
5.2 Produce internally-reviewable bidding documents (drawings and specs)	4	16	48	40	48	64	120	40		8	388	\$ 55,420		\$ 500			\$ 55,920	
5.3 Perform an internal designer review	8	24	24	8	8	8	8	4	8		100	\$ 15,920					\$ 15,920	
5.4 Conduct plans-in-hand review at the WWTP	8		16	8	8	8	8	8			64	\$ 9,800	\$ 500	\$ 50			\$ 10,350	
5.5 Conduct internal PID coordination meeting	4	4	8	8	8						32	\$ 5,220		\$ 50			\$ 5,270	
5.6 Produce bidding documents	8	60	40	40	40	40	60	4		8	300	\$ 45,720		\$ 1,000			\$ 46,720	
5.7 Update construction cost opinion	2	4	4	4	4	4	4	4		4	34	\$ 4,910					\$ 4,910	
5.8 Conduct bidding documents workshop	8		16			8					32	\$ 5,280	\$ 250	\$ 100			\$ 5,630	
5.9 Revise bidding documents	4	8	16	8	8	20	32	8		4	108	\$ 15,640					\$ 15,640	
5.10 Produce final bidding documents	8	16	16	8	8	8	8	4		4	80	\$ 12,480		\$ 1,000			\$ 13,480	
5.11 Submit and respond to WDNR review	4	2	8	2	2	2	2	2			24	\$ 3,840	\$ 250	\$ 500			\$ 4,590	
6 Phase 600 - Project Bidding Phase																		\$ 28,660
6.1 Submit documents to Owner and post on QuestCDN	4		4								8	\$ 1,420		\$ 1,000			\$ 2,420	
6.2 Assist Owner with legal advertisement	4										4	\$ 780					\$ 780	
6.3 Conduct pre-bid meeting	8		8								16	\$ 2,840	\$ 250	\$ 50			\$ 3,140	
6.4 Respond to bidder questions & prepare addenda	16	8	24	16	16	16	8	16			120	\$ 18,720					\$ 18,720	
6.5 Attend bid opening and prepare tabulation of bid results	8										8	\$ 1,560	\$ 250				\$ 1,810	
6.6 Evaluate bids, prepare letter of recommendation & Notice of Award	4	2	4								10	\$ 1,780					\$ 1,780	
7 Phase 700 - Clean Water Fund Loan Application Assistance																		\$ 11,060
7.1 Discuss loan requirements with Owner	4		4								8	\$ 1,420					\$ 1,420	
7.2 Develop task list and schedule	4										4	\$ 780					\$ 780	
7.3 Prepare draft application documents	8		24							8	40	\$ 6,040		\$ 30			\$ 6,070	
7.4 Incorporate owner comments	2		4							2	8	\$ 1,190					\$ 1,190	
7.5 Assist Owner with WDNR submittal	2										2	\$ 390		\$ 500			\$ 890	
7.6 Assist with review questions and revisions	2		2								4	\$ 710					\$ 710	
Total	318	292	1,412	432	456	474	340	346	68	72	4,208	\$647,850	\$ 3,000	\$ 5,540	\$ 19,000	\$ 1,500	\$ 678,890	\$ 678,890
Total Labor Dollars by Staff	\$ 61,620	\$ 52,560	\$ 225,920	\$ 68,120	\$ 68,120	\$ 68,730	\$ 44,200	\$ 44,990	\$ 8,840	\$ 5,760							USE => \$ 678,900	

General Matters

Fee estimate assumes attendance at 4 Council meetings

Cost Estimate Forecasting (2018 to 2021)

Planning Level Project Cost Estimate (2018 FPA) \$12,534,000
 Estimated Construction Cost Index % change from June 2018 to June 2021 4.5%
 Project Cost Estimate projected to 2021 \$13,098,030
 Construction Cost Estimate (85% of Project Cost) \$11,133,326

Estimated 2021 Const. Cost \$11,133,000

Fee Metrics (as a % of construction cost)

Project Development 0.7%
 Design Phase 4.9%
 Subconsultants 0.2%
 Bidding Phase 0.3%
 Funding Assistance 0.1%
 Total 6.1%

Sheet Count Metric (\$ per sheet)

Design Phase Labor Fee \$ 539,240
 Estimated Number of Engineered Sheets 173
 Design Labor Fee per Engineered Sheet \$3,100



11-a &
11-b

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: January 16, 2020

TO: Licensing Committee and City Council
FROM: Michelle Ebbert, City Clerk/Treasurer
SUBJECT: Six-Month Class "B" Beer License for Non-Profit Organizations

Background:

A six-month license may be issued for any consecutive six-month period in a calendar year. A six-month license may not be renewed within the same calendar year.

Discussion:

Annually, Fort Atkinson Generals Baseball Team Inc and Fort Atkinson Lions Club apply for a six-month Class "B" Fermented Malt Beverage License that would allow them to sell fermented malt beverages for on-site consumption. This type of license would include beer, non-alcoholic beer and products similar to Mike's Hard Lemonade as allowed by Statute.

Non-Profit Organization: Fort Atkinson Generals Baseball Team Inc.

Agent: Tim Garant

Premise: Jones Park concession, ball diamond, dugouts, grandstands, bathrooms, grass seating and concrete area immediately surrounding the noted premise. At times, the consumption will include the horseshoe area, carnival and concert.

Non-Profit Organization: Fort Atkinson Lions Club

Agent: Trish Jonas, Jason Fiege and Michelle Ebbert

Premise: Ralph Park concession, ball diamonds, dugouts, bleachers/grandstands, bathrooms and concrete area immediately surrounding the noted premise.

Financial Analysis:

The fee for a six-month license (\$50.00) is 50% of the twelve-month license (\$100.00) plus the fee for the publication notice. The publication fee is \$45.00 per applicant.

Staff Recommendation:

Approval of the six-month Class "B" Fermented Malt Beverage license for Fort Atkinson Generals Baseball Team and Fort Atkinson Lions Club.

VII. SIX MONTH LICENSES

A. A Class "B" beer license may be issued for any six-month period in a calendar year at 50% of the regular annual fee, but such licenses may not be renewed during the calendar year (sec. 125.26(5)).

B. Six-month "Class A" or "Class B" intoxicating liquor and "Class C" wine licenses may be issued for any six-month period in a calendar year at 50% of the regular annual fee, but such licenses may not be renewed during the calendar year (sec. 125.51(9)(b)).

1 of 6

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 04/01/2020 ending: 10/31/2020
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } Fort Atkinson

County of Jefferson Aldermanic Dist. No. _____
(If required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
<u>Fort Atkinson Generals Baseball Team, Inc</u>	<u>PO Box 91; Fort Atkinson, WI 53538</u>

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Garant</u>	<u>Timothy</u>		<u>1134 Maple St; Fort Atkinson, WI 53538</u>

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Roethel</u>	<u>Jim</u>		<u>PO Box 2; Fort Atkinson, WI 53538</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Smith</u>	<u>Josh</u>		<u>1422 Jamesway; Fort Atkinson, WI 53538</u>
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Allard</u>	<u>Dan</u>		<u>W6005 Friedel Road; Fort Atkinson, WI 53538</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Wales</u>	<u>Michelle</u>		<u>1134 Maple St; Fort Atkinson, WI 53538</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Koepke</u>	<u>Sue</u>		<u>W4611 Lower Hebron; Fort Atkinson, WI 53538</u>

C. Business Information


Add'l - (SEE PAGE 3)

- Trade Name Fort Atkinson Generals Baseball Team Business Phone Number (262) 617-6251
- Address of Premises 615 Janesville Ave (Jones Park) Post Office & Zip Code Fort Atkinson, 53538
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Entire Jones Park,
Grandstand and the Concession Stand

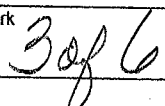
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>50.00</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>45.00</u>
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Garant, Timothy A	Title / Member Board Member	Date 01/09/2020
Signature 	Phone Number (920) 222-2184	Email Address tgarant74@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 1-10-2020	Date reported to council / board 2-4-2020	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk 

Add'l Officer(s) Director(s) of Corporation

Hartwick, Sam

636 Grant St; Fort Atkinson, WI 53538

Becker, Melanie

415 Rock River Lane; Fort Atkinson, WI 53538

Yandry, Doug

423 Edward St; Fort Atkinson, WI 53538

Generals Manager

Hartwick, Sam

636 Grant St; Fort Atkinson, WI 53538

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 05 01 2020 ending: 10 31 2020
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } FORT ATKINSON
☐ Village of }
☒ City of }

County of JEFFERSON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
<u>FORT ATKINSON LIONS CLUB</u>	<u>PO BOX 352 FORT ATKINSON WI</u>

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>JONAS</u>	<u>TRISH</u>		<u>1340 ERICK STREET</u>

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>ANDERSON</u>	<u>JOHN</u>		<u>1216 SHERMAN AVE FORT ATKINSON</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>TURK</u>	<u>RUSSELL</u>		<u>1231 ORCHARD LANE FORT ATKINSON</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>BROCKMAN</u>	<u>JANICE</u>		<u>201 HERITAGE DRIVE FORT ATKINSON</u>
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>SCHAFER</u>	<u>STEVEN</u>		<u>N1672 PLEASANT ROAD FORT ATKINSON</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>EBBERT</u>	<u>MICHELLE</u>		<u>1402 STACY LANE FORT ATKINSON</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>FIEGE</u>	<u>JASON</u>		<u>W6429 US HWY 12 FORT ATKINSON</u>

C. Business Information

- Trade Name S.C.A.R.P. Business Phone Number 608-290-3397
- Address of Premises RALPH PARK Post Office & Zip Code FORT ATKINSON WI 53538
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SALES FROM CONCESSION STAND
STORAGE IN BLOCK BUILDING, CONSUMPTION IN ENTIRE PARK INCLUDING PAVILIONS. RECORDS
ARE KEPT IN BLOCK BUILDING AND AT OFFICE OF AGENT.

TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 50
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

5 of 6

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) <i>Trish Jonas</i>	Title / Member <i>agent</i>	Date <i>1-15-2020</i>
Signature <i>Trish Jonas</i>	Phone Number <i>920-728-0928</i>	Email Address <i>tj-10-2000@yahoo</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>1-15-2020</i>	Date reported to council / board <i>2-4-2020</i>	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk



11-c

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: January 23, 2020

TO: City Council
FROM: City Clerk/Treasurer
SUBJECT: Board of Review

I would like to request a Board of Review meeting be set to hear testimony on Wednesday May 6th, from 10:00 a.m. to 12:00 p.m.

Please contact me if this time does not work for you.

Proposed Board of Review Schedule:

Notices of change in assessment sent to property owners in March/April.

Assessment Roll available for public inspection at Municipal Building beginning in April.

Open Book with City Assessor at Municipal Building – Wednesday April 15, 2020 from 1:00 p.m. to 3:00 p.m.

Board of Review at Municipal Building – Wednesday, May 6th, 2020 from 10:00 a.m. to 12:00 p.m.

Board Members:

City Council
City Manager
City Clerk/Treasurer

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11-d

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: January 22, 2020

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

Background:

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

Discussion:

The Council would regularly meet on the first Tuesday in April, April 7th. This year, the Spring Election will be held on April 7th. I am requesting the Council consider rescheduling the first meeting in April to the Thursday following the Election, Thursday April 9th at 7:00 pm.

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

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

Financial Analysis:

None.

Staff Recommendation:

I would recommend approval to reschedule the first Council meeting in April to April 9th, 2020 to accommodate staffing needs at the Spring Election.

1 of 1



11-e

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: January 24, 2020

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: Lodge/Society

Name: Fort Atkinson Historical Society

Street Location: 401 Whitewater Avenue

Manager of affair: Merrilee Lee

Premises: 401 Whitewater Ave

Name of Event: Trivia Contest

Date of Event: February 15, 2020

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 Fort Atkinson Historical Society Trivia Contest for use at 401 Whitewater Avenue for an event scheduled for February 15, 2020 contingent upon having licensed operators and purchasing products from a beverage distributor.

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

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

FEE \$

☐ Town ☐ Village ☒ City of Fort Atkinson

Application Date: 1/9/2020

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 6:30pm 2/15/20 and ending 9pm 2/15/20 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☐ Church

☒ Lodge/Society

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization

☐ Fair Association

(a) Name Fort Atkinson Historical Society

(b) Address 401 Whitewater Ave, Fort Atkinson, WI 53538
(Street)

☐ Town

☐ Village

☒ City

(c) Date organized 1939

(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 Bonnie Geyer 17580 Koshkonong Mds Road, Fort Atkinson, WI

Vice President Karen Gomez 223 S. Highland Ave, Jefferson, WI

Secretary Serry McGowan 455 Cherokee Lane, Fort Atkinson, WI 53538

Treasurer Loren Gray 702 Rogers St. Fort Atkinson, WI 53538

(g) Name and address of manager or person in charge of affair: Merrilee Lee

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 401 Whitewater Ave. Fort Atkinson, WI 53538

(b) Lot

Block

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

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

3. Name of Event

(a) List name of the event

(b) Dates of event

Trivia Contest
2/15/2020

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

J. L. M. 1/14/2020
(Signature/date)

Officer

(Signature/date)

Date Filed with Clerk

1-24-2020

Date Granted by Council

Officer

Officer

Date Reported to Council or Board

2-4-2020

License No.



11-f

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: Jan. 31, 2020

TO: City Council
FROM: Matt Trebatoski, City Manager
SUBJECT: 2019 Year-End Financial Statement Highlights

The City had a good year financially in 2019 across all funds. We saw cash increases in the General Fund and Sewer Utility. Cash decreased in the Water and Stormwater Utilities, but this was due to planned capital projects. Both water and stormwater funds had positive net operating results. The General Fund balance increased by approximately \$197,000 event with the transfer to the Revolving Loan Fund for the buyout of the three outstanding loans. This was accomplished as a result of positive operations and the Business Park TIF paying back a portion of its advance.

The General Fund at year-end is in good shape at \$2,608,951. This represents about 24% of City budgeted expenditures, or almost three months of operations. This is dramatically better and six times higher than the dangerously low level it was at in 2010 of \$432,968.

Our Fund Balance Policy calls for an unassigned general fund balance of 15-30%, so we are right on target. Fund Balance provides the City with the working capital needed to meet cash flow needs throughout the year, and affords a comfortable margin of safety to address unanticipated expenditures / emergencies and unexpected declines in revenue due to economic downturns, reductions in State aid, etc. It also allows the City to take advantage of opportunities as they are presented, such as land acquisition or other one-time purchases.

FUND 1 **GENERAL FUND**

- The 2019 tax roll was set up at \$23,379,913, compared to \$22,243,425 in 2018. This reflects all tax entities.
- Delinquent personal property taxes remain low at \$423.39, thanks to efforts by the Clerk/Treasurer and City Attorney.
- TIF advances from General Fund decreased by \$221,451. The deficit in Fund 12 (Business Park) was \$(255,114), while Funds 13 (Downtown) and 14 (Northwest Quadrant) had surpluses allowing them to make donations of \$148,000 and \$328,565 respectively, helping to create a surplus in Fund 12. The total amount due from the Business Park now is \$2,313,186.
- Airport funds from fuel sales tax are at \$2,520 at the end of 2019.
- Room tax revenues came in at \$44,374, about \$3,000 less than 2018. A decrease of just over 6%.
- Taxes from Water Department came in slightly over budget at \$294,811.
- Alcohol licenses exceeded budget expectations by \$11,417. This is due to selling a \$10,000 reserve license to RiverStone.
- Building permits came in about \$12,000 over budget.

1 of 9

- Parking revenue is up for the second year in a row as the City was asked by downtown businesses through the Chamber to more closely monitor and enforce parking time limits.
- Street Maintenance revenue was under by \$4,000 with a few less street repairs related to utilities.
- Received school resource officer payments timely from the School District in 2019.
- The Aquatic Center revenues came in \$7,000 over budget and covered almost 75% of direct operating costs. Expenses were under budget by about \$24,000, due to less days and lower utility costs.
- Recreation revenues came in \$9,600 over budget.
- Interest revenue came in well over budget at \$134,453. This is due to higher rates at LGIP and bond proceeds being invested temporarily.
- Worker's Comp Insurance was under budget by approximately \$29,000, compared to 2018 when it was under by \$15,500. Total cost was down about \$15,000.
- Retirees health insurance budget was \$133,500 with expenditures of \$24,115. The balance will be carried forward to cover future expenses.
- The Police Department had a tough year as far as overtime needed to train several new employees and building mechanical issues, but made up for it with a number of supply and utility accounts being underspent.
- Fire Department truck maintenance came in about \$6,000 over budget, due to a number of expensive repairs. The department overall however came in around \$21,000 under.
- The net cost for Ryan Bros. ambulance service was \$61,036 for 2019.
- Street Machinery was over budget by about \$9,100. This was a result of expensive tires and parts and a large outsourced repair.
- General street repair accounts underspent by about 26%, due to more work taking place in other areas.
- The total snow and ice budget came in \$9,100 over budget. This ended up being a lot less harsh than we thought it would be.
- Street lighting electricity was approximately \$10,000 under budget due to frozen rates in 2019.
- The Airport fuel for resale account shows an overage of \$15,862. This amount however is offset with the revenue from the sale of the fuel. With revenue factored in, the account was only over by about \$4,700, which will be booked as prepay for 2020.
- Library City budget was under by approximately \$19,000.
- Museum was under budget by about \$6,000.
- Senior Center budget under by \$20,600, \$15,000 of which will be carried forward from the Easter Seals Grant for operation of the van.
- City scape – room tax funds of just over \$61,600 will carry forward for the Main Street enhancement projects.
- The economic development expenses account is over \$5,268 from the multi-family and owner-occupied housing studies.
- The relatively mild winters at the beginning and end of the year really helped out with utility accounts City-wide.
- Non-lapsing (carry-forward) accounts totaled \$6,014,923. This compares with \$442,342 in 2018. If you remove the Fire Station, Land Purchase, and Bucket Truck funds, we are at a more typical amount of around \$400,000.
- Overdrawn accounts totaled \$798,637 compared to \$273,502 in 2018. If you take out the \$491,870 to buyout the RLF loans and the \$91,765 for Rockwell Avenue, which we received the funds for in 2018, we were actually around \$215,000 in overdrawn accounts.

FUND 4
DEBT SERVICE FUND

- Cash balance at year-end of \$1,834,121. These funds will be used to pay off the refinanced 2010 BABs on February 1, 2020.
- All debt payments were made timely in 2019.

FUND 5
TRANSPORTATION IMPROVEMENTS

- Cash balance at year-end of \$33,686. Will be used to complete 2019 work and balances will be available for 2020 street program.
- Vehicle registration fee revenue came in at \$209,000 or 89% of budget. This is down \$19,293 from 2018. This number continues to drop as more town residents realize they don't have to pay the fee. Hopefully it doesn't drop below \$200,000.
- Over \$693,000 spent on 2019 street maintenance work, compared to \$673,000 in 2018.

FUND 6
REVOLVING LOAN FUND

- All loans are current. This represents an amount of \$461,662 outstanding principal as of January 1, 2020.
- Interest revenue on Revolving Loans totaled \$14,220.
- Administrative expense was only \$300.
- The City made the RLF-Close payment of \$1,492,957 in 2019, which included the buyout of the three remaining funds with the assistance from the General Fund of \$491,870.
- The total value of the now City-owned fund is \$501,600.

FUND 7
EMS

- Cash at year end is \$7,247, compared to \$113 at the end of 2018.
- The Fund ended the year with a \$7,134 surplus.
- Revenues came in at 129% of budget and expenses at 67% of budget.

FUND 10
STORMWATER UTILITY

- Cash (less payables) is at \$122,438, compared to \$406,296 last year. The reason cash is lower is because the remaining Rockwell bond proceeds have been spent, in addition to approximately \$97,000 of main work done as part of the street program.
- Replacement funds at \$126,000.
- Long term debt at \$1,312,190, or 14% of capital assets.
- Revenues at 102%, expenses at 102%.
- Received State grants for the Stormwater Plan update and Larsen Lagoon Ponds project totaling over \$150,000.
- Storm sewers over budget by about \$8,000 due to additional cleaning and maintenance work.

FUND 12

TIF 6 – BUSINESS PARK

- Debt service and Klement Contract payments were made timely. Bond payments of \$279,295 and Klement payment of \$98,790, totaled \$378,085. Tax Increment was \$108,943 resulting in a deficit of \$269,142 before TID 7 and 8 donations, and rental of property.
- Treasurer's cash remaining for future final audit and administrative costs is \$3,278.

FUND 13

TIF 7 – DOWNTOWN

- Cash balance at year end is \$10,591.
- Tax increment was \$386,350, up from \$315,283 in 2018.
- Debt service payments made of \$235,375.
- \$148,000 donated to Business Park TID to avoid a 2019 advance from the General Fund.
- Began the parking lot enhancement feature on the corner of South Main Street and South Third Street.

FUND 14

TIF 8 – NORTHWEST CORRIDOR DEVELOPMENT

- Tax increment of \$419,330, compared to \$300,039 in 2018. The increment is up significantly due to the values of the new hotel, Arby's and Dunkin Donuts coming on line.
- 30% audit completed and filed with Department of Revenue.
- Debt service payments made of \$184,224 and \$328,565 donated to Business Park TID.
- Began installing left turn arrows at the intersection of Madison Avenue and Lexington Boulevard.

FUND 3

WATER UTILITY

- Treasurer's cash (less payables) is at \$348,483, compared to \$1,085,194 last year. Remaining bond proceeds for Rockwell Avenue were spent down in addition to approximately \$400,000 in main work in the Roosevelt Street project area.
- Long-term debt totaled \$2,559,818, or 14% of capital assets. This is well below our goal of less than 40%.
- Total property and plant totaled \$18,587,655 up from \$16,701,852 in 2018.
- Accrued leave (vacation and sick leave) is required to be calculated by the Water Utility and to record the long-term liability on the books. At year end, this amount was \$8,017, down from \$47,958 in 2018.
- Investment earnings did well at \$18,853, compared to \$15,708 in 2018.
- Water sales were \$1,938,278, compared to our budget of \$1,873,000, or \$65,278 more. Residential sales were down likely due to a wet year. Fortunately, industrial sales (primarily Jones Dairy and OSI) more than made up for it.
- Overall operating revenues came in at 105%.
- Depreciation and interest on debt were over budget due to Rockwell Avenue project.
- Taxes are up due to increase value of assets on infrastructure.
- Power for pumping is down \$7,700, about \$4,700 of this can be attributed to the solar panel system at the booster station.

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- Mains maintenance at 83% of budget due to less main breaks in 2019.
- Expenses overall came in at 101% of budget.
- Overall it was a good year financially for the utility.

FUND 2

SEWER UTILITY

- Cash account balances as of December 31, 2019:

		<u>Increase/decrease from 2018</u>
Replacement funds	\$1,048,729	+\$330,628
Debt service	\$ 112,413	- \$ 57,700
Cash (less payables)	\$2,415,232	+\$381,877

The debt service requirement decreased in 2019 and will be down until a new borrowing is needed in 2020-2021 for the treatment plant updates and improvements. Replacement funds increased with the budgeted purchases and projects in 2019 yet to be completed, but will be heavily depleted in 2020 as we look to take on some of the update projects in order to reduce the amount of the expected borrowing in 2020-2021. The Utility will continue budgeting \$425,000 per year to keep replacing equipment and collection mains.

Cash is in outstanding shape and has allowed us to leave usage rates flat since 2013. Rockwell Avenue sanitary sewer improvements were funded with cash. We will use a majority of existing cash on hand to pay for the upcoming plant improvements. This again should reduce the amount borrowed and reduce the rate increase needed to fund the plant improvements. A rate study will be conducted in 2020.

- Property and Plant rose 2.2% in 2019 to \$34,366,756 from \$33,636,772 in 2018.
- Long-term debt totaled \$860,972 or 2.5% of capital assets, which is excellent.
- Utility accounting requires accruing the leave amounts for vacation and sick leave. At the end of 2019, the long-term liability is \$71,938, up slightly from \$65,099 in 2018.
- Industrial and commercial sales had another great year coming in at 13% and 5% over budget, respectively. Septic hauler revenue also performed very well at 247% over budget.
- Interest earning did extremely well at \$50,221, compared to \$33,183 in 2018.
- Chemicals and power came in about \$43,500 over budget due to higher flows, but this was more than offset by the increased revenues.
- Service and Sludge Trucks Maintenance came in around \$7,600 over budget due to a couple major repairs.
- Outside contractors employed was over budget by \$35,716 due to system repair work related to the street program.
- Expenses overall came in at 103% of budget and revenues at 113%.
- Overall, it was a great year financially for the Utility.

ACTION ITEMS

1. Accept and file year-end financial statements for all Funds. (Voice vote)
2. Appropriate \$798,637.14 from the General Fund for the overdrawn accounts. (Roll call)
3. Approve non-lapsing accounts of \$6,014,923.21 from 2019 to 2020. (Roll call)

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CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: Jan. 30, 2020

TO: City Council
FROM: Matt Trebatoski, City Manager
SUBJECT: Overdrawn Accounts at Year-End

The following is a list of overdrawn accounts at year-end. I recommend the transfer of funds from the General Fund to cover these amounts:

<u>Account #</u>	<u>Account Description</u>	<u>Amount</u>
01-51-5141-0600	CLERK/TREAS-Supplies	\$ 60.47
01-51-5141-0700	CLERK/TREAS-Muni Code Update	\$ 100.40
01-51-5141-1600	CLERK/TREAS-Info Tech-Network	\$ 871.30
01-51-5143-0100	ELECTIONS-Salaries	\$ 9.99
01-51-5171-0500	MUNI.BLDG-Repairs	\$ 2,137.12
01-51-5190-4000	PROPERTY & LIABILITY INSURANCE	\$ 754.75
01-52-5211-0200	PD-Overtime	\$ 50,552.43
01-52-5211-0400	PD-Dispatch/Salaries	\$ 12,113.35
01-52-5211-0510	PD-Records Clerk	\$ 191.24
01-52-5211-0600	PD-Office Supplies	\$ 2,138.31
01-52-5211-0800	PD-Investigative Supplies	\$ 118.92
01-52-5211-1200	PD-Bldg. Maint. & Custodian Part-Time	\$ 11,126.23
01-52-5211-5000	PD-Training/Range Expense	\$ 2,484.98
01-52-5231-0200	FIRE-Salaries Overtime	\$ 336.99
01-52-5231-1000	FIRE-Elect/Water/Stormwater	\$ 110.03
01-52-5231-1300	FIRE-Truck Maintenance	\$ 6,089.31
01-52-5232-0000	FIRE INSPECTION-Salaries	\$ 475.53
01-52-5241-0100	BUILDING INSP-Salaries	\$ 6.97
01-52-5241-0800	BUILDING INSP-Uniform Dwelling Code	\$ 18.91
01-52-5241-1000	BUILDING INSP-Conference Expense	\$ 88.00
01-52-5241-1100	BUILDING INSP-Vehicle Expense	\$ 282.22
01-52-5242-0600	ELECTRICAL-Office Supplies	\$ 17.82
01-52-5242-0700	ELECTRICAL-Supplies	\$ 80.85
01-52-5242-0800	ELECTRICAL-Diggers Hotline	\$ 552.73
01-52-5242-1300	ELECTRICAL-Tools	\$ 6.65
01-54-5410-0100	PUBLIC WORKS SUPERVIS-Salaries	\$ 3,139.04
01-54-5411-0600	ST MACH-Supplies	\$ 21,762.38
01-54-5412-0600	GARAGE-Supplies	\$ 2,160.68

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01-54-5421-0300	ENG-Salaries Asst. II	\$	461.12
01-54-5421-0600	ENG-Supplies	\$	271.36
01-54-5421-0700	ENG-Survey Supplies	\$	23.06
01-54-5421-1700	ENG-Software Licenses	\$	311.02
01-54-5432-0600	STREET PERMIT REPAIRS-Supplies	\$	658.12
01-54-5433-0100	CURB & GUTTER-Salaries	\$	1,610.37
01-54-5433-0600	CURB & GUTTER-Supplies	\$	600.35
01-54-5435-0100	SNOW & ICE-Salaries	\$	20,872.84
01-54-5435-0600	SNOW & ICE-Supplies	\$	300.50
01-54-5436-0100	ST.NAME SIGNS-Salaries	\$	218.97
01-54-5441-0100	TRAFFIC CTRL-Salaries	\$	3,357.45
01-54-5444-0100	SIDEWALKS-Salaries	\$	1,997.43
01-54-5452-0100	PARKING LOT-Salaries	\$	319.86
01-54-5452-0600	PARKING LOT-Supplies	\$	174.92
01-54-5453-0100	AIRPORT-Salaries	\$	232.27
01-54-5453-1100	AIRPORT-Fuel for Resale	\$	15,826.86
01-54-5471-0500	RECYCLE/REFUSE-Compost Site	\$	2,310.77
01-55-5511-0200	LIBRARY-Salaries P-Time	\$	2,524.93
01-55-5511-0300	LIBRARY-Salaries Janitor	\$	224.30
01-55-5511-0600	LIBRARY-Supplies	\$	28.89
01-55-5512-0600	MUSEUM-Supplies	\$	1,348.19
01-55-5512-0700	MUSEUM-Historic Pres Comm	\$	47.00
01-55-5516-1200	SR CENTER-Seminars	\$	26.28
01-55-5516-1400	SR CENTER-Programming	\$	5.48
01-55-5521-1200	REC-Equip/Supplies	\$	2,530.29
01-55-5534-0100	FESTIVALS/ART/RIVRWLK-Salaries	\$	687.65
01-55-5541-0100	PARKS-Salaries Full-Time	\$	4,318.02
01-55-5541-0600	PARKS-Supplies	\$	78.04
01-55-5541-1000	PARKS-Elect/Water/Sewer/Storm	\$	704.65
01-55-5541-1100	PARKS-Equipment Maintenance	\$	968.34
01-55-5541-1300	PARKS-Electrical Work	\$	2,137.07
01-56-5611-0600	FORESTRY-Supplies	\$	198.85
01-56-5644-0600	ECON DEV-Expenses	\$	5,267.50
01-60-0062-3100	OUTLAY FIRE DEPARTMENT	\$	3,895.11
01-60-0064-3102	ROAD OUTLAY - ROCKWELL AVE	\$	91,764.84
01-60-0064-4100	OUTLAY TRAFFIC CONTROL	\$	22,676.77
01-60-0066-1600	TRANS TO F/6-RLF CLOSE BUYOUT	\$	491,870.07
		\$	<u>798,637.14</u>



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: Jan. 31, 2020

TO: City Council
FROM: Matt Trebatoski, City Manager
SUBJECT: Carry-Over Non-Lapsing Accounts from 2019 to 2020

I request authorization be given to carry forward unspent funds from accounts and projects not completed in 2019 into the 2020 Budget as follows:

<u>ACCOUNT #</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
01-51-5190-3000	Retirees Health Insurance	109,000.00
01-52-5211-2000	Police K-9	325.13
01-55-5510-0600	County Library	9,078.30
01-55-5516-1500	Senior Center Van	15,187.97
01-56-5636-0600	City Scape	61,618.26
01-57-5770-3000	Taxi Service	32,430.16
01-60-0062-1100	Police Department – Squad	11,650.00
01-60-0062-1101	Police Donation Projects	294.13
01-60-0062-3101	Fire Station Renovation/Expansion	5,275,061.75
01-60-0062-4100	Zoning Code Rewrite	20,905.86
01-60-0064-1100	Street Machinery – Bucket Truck	200,000.00
01-60-0064-1200	Garage – Facilities Study	6,630.00
01-60-0065-1300	Youth Center	5,771.68
01-60-0065-1600	Senior Center	12,016.13
01-60-0065-2200	Dance Program	30,199.71
01-60-0065-2300	Aquatic Center – Slide Inspection	1,000.00
01-60-0065-4100	Parks – Playground Equipment	1,566.74
01-60-0065-4101	Skate Park	6,610.46
01-60-0065-4105	Memorial Park Shelter	2,208.54
01-60-0065-4108	Haumerson Pond – Shelter Operations	1,869.24
01-60-0065-4109	Haumerson Pond – Shelter Project	9,915.21
01-60-0065-4110	Ballfield Diamond Dirt	2,979.99

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01-60-0065-4114	Youth Triathlon	6,187.65
01-60-0065-4115	Jones Park Improvements	1,146.82
01-60-0065-4116	Luther Ballfield Diamonds	10,361.19
01-60-0065-4117	Donation Projects	37,700.31
01-60-0065-4118	Youth Football Fields	56.04
01-60-0065-4119	Charity Concerts	11,362.28
01-60-0066-1700	Residential Development	<u>131,789.66</u>
TOTAL		<u>\$6,014,923.21</u>