



**AGENDA**  
**CITY COUNCIL MEETING**  
**REMOTE VIA PHONE USING ZOOM**  
**JUNE 2, 2020 ~ 7:00 P.M.**

Topic: Fort Atkinson City Council  
Time: Tuesday, June 2, 2020 at 7:00 p.m.

Join Zoom Meeting <https://us02web.zoom.us/j/82013899292>

Meeting ID: 820 1389 9292

One tap mobile

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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.

1. Call meeting to order.
2. Roll call.
3. Approval of minutes of May 19, 2020 regular Council meeting.
4. Public Hearings

None.

5. Public Comment

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6. Petitions, Requests and Communications

- a. Introduction of new Parks & Recreation Director.

Action –

- b. Amended request by Chamber of Commerce to close South Water Street East on Saturdays for Farmer's Market.

Action – Reject -- Approve

7. Resolutions and Ordinances

None.

8. Reports of Officers, Boards and Committees

- a. Appointment of Sara Podoll to fill unexpired term on Library Board to 2023.

Action – Reject -- Approve

- b. Minutes of Plan Commission meeting held May 26, 2020.

Action – Accept and file.

- c. Minutes of Tourism Commission meeting held May 21, 2020.

Action – Accept and file.

9. Unfinished Business

- a. Review and approve land contract with Mickelson Investments, LLP for land purchase in Klement Business Park.

Action – Reject -- Approve

10. New Business

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- a. Review and approve petition and Resolution for County Highway aid.

Action – Reject -- Approve

- b. Review and approve bid for long line painting as budgeted.

Action – Reject -- Approve

11. Miscellaneous

- a. Granting operator licenses.

Action – Reject -- Approve

12. Claims, Appropriations and Contract Payments

- a. Verified claims.

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

13. Adjournment

**CITY OF FORT ATKINSON**  
**City Council Minutes ~ May 19, 2020**

CALL MEETING TO ORDER.

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

ROLL CALL

Present via Zoom: Cm. Kotz, Cm. Housley, Cm. Scherer, Cm. Johnson and Pres. Becker. Also present: City Manager, City Attorney, City Clerk/Treasurer, City Engineer, Water Supervisor and Fire Chief.

APPROVAL OF MINUTES OF MAY 5, 2020 REGULAR COUNCIL MEETING.

Cm. Kotz moved, seconded by Cm. Scherer to approve the minutes of the May 5, 2020 regular council meeting. Motion carried unanimously via Zoom.

PUBLIC HEARINGS

None.

PUBLIC COMMENT

After three calls, no comments were provided.

PETITIONS, REQUESTS AND COMMUNICATIONS

None.

RESOLUTIONS AND ORDINANCES

None.

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

a. *Appointment of Eric Schultz to Plan Commission to complete unexpired term to May, 2021.*

Cm. Kotz moved, seconded by Cm. Johnson to approve the appointment of Eric Schultz to Plan Commission to complete the unexpired term to May 2021. Motion carried unanimously via Zoom.

b. *Minutes of Economic Development Commission meeting held May 14, 2020.*

Cm. Kotz moved, seconded by Cm. Johnson to approve the Reports of Officers, Boards and Committees as presented. Motion carried unanimously via Zoom.

UNFINISHED BUSINESS

a. *Review and approve bids for emergency generator, asbestos abatement and shelving, cabinets and lockers for Fire Department construction project.*

Chief Rausch discussed the several minor contracts for the fire station construction, which was still being vetted when the original contracts were approved. Contracts presented include emergency backup generator and asbestos abatement. Additional proposals were requested from Spacesaver Corporation for material costs related to construction of shelving, cabinets and lockers for the station. Spacesaver donated the labor, installation and materials equaling \$54,000.

Due to this donation, bids for this portion of the construction were not solicited. Council is requested to approve the lowest generator bid from Wolter Power Systems, \$40,700 and the lowest bid for asbestos abatement from Badger Environmental, \$10,500.

Cm. Johnson moved, seconded by Cm. Kotz to review and approve bids for emergency generator from Wolter Power Systems at \$40,700, asbestos abatement from Badger Environmental at \$10,500 and shelving, cabinets and lockers from Spacesaver for \$34,426 for Fire Department construction project. Motion carried unanimously via Zoom.

b. *Review and approve submittal of Public Service Commission water rate case application.* Trilogy Consulting representatives Christy DeMaster and Eric Granum provided the presentation seeking Council approval of a rate increase that includes the depreciation of the cost of main replacements in one year, instead of over the average 70-80 year expected life. This is also known as 'expense depreciation'. The expected change to rates for an average resident, billed every other month is an increase of \$28/bill or \$168/year. Industrial users vary widely in their volume use. Increases to these customers are expected to range 13%-20%.

Cm. Kotz moved, seconded by Cm. Housley to approve submittal of Public Service Commission water rate case application to include the expense depreciation method for main replacement. Motion carried unanimously via Zoom.

#### NEW BUSINESS

None.

#### MISCELLANEOUS

a. *Temporary Class "B" beer and/or wine license for the Easton's Cause event to be held at Ralph Park on July 18-19, 2020.*

Cm. Housley moved, seconded by Cm. Johnson to approve the Temporary Class "B" beer and/or wine license for the Easton's Cause event to be held at Ralph Park on July 18-19, 2020 contingent upon licensed bartenders and purchasing products from a wholesalers/distributor. Motion carried unanimously via Zoom.

b. *Granting operator licenses.*

Cm. Scherer moved, seconded by Cm. Kotz to approve the granting of operator licenses. Motion carried unanimously via Zoom.

c. *City, Sewer, Water and Stormwater Utility Financial Statements as of April 30, 2020.*

Cm. Kotz moved, seconded by Cm. Johnson to accept and file the City, Sewer, Water and Stormwater Utility Financial Statements as of April 30, 2020. Motion carried unanimously via Zoom.

d. *Move into closed session pursuant to Sec. 19.85(1)(e), Wisconsin Statutes, to consider the sale of public property.*

Cm. Scherer moved, seconded by Cm. Johnson to move into closed session pursuant to Sec. 19.85(1)(e), Wisconsin Statutes, to consider the sale of public property. Motion carried unanimously via Zoom.

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Action – Go into closed session via separate zoom link – come back into open session within approximately 15 minutes to take action(s) via regular zoom meeting link.

Council reconvened at 8:39 pm.

Cm. Scherer moved, seconded by Cm. Johnson to approve the sale of lot 11 in Klement Business Park to Todd Willkomm for \$90,000 with \$5,000 earnest money. Motion carried unanimously via Zoom.

CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS

*a. Verified claims.*

Cm. Kotz moved, seconded by Cm. Scherer to approve the list of Verified Claims, Appropriations and Contract Payments presented by the Finance Director and authorize payment. Motion carried unanimously via Zoom.

ADJOURNMENT

Cm. Scherer moved, seconded by Cm. Johnson to adjourn. Meeting adjourned at 8:42 pm.

Respectfully submitted,

Michelle Ebbert  
City Clerk/Treasurer



6-b

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

**Date:** March 9, 2020

**TO:** City Council  
**FROM:** Michelle Ebbert, City Clerk/Treasurer  
**SUBJECT:** AMENDMENT Special Event – Farmers Market

*This was the original memo for the 2020 Farmers Markets. Council had approved at their March 17, 2020 regular meeting. Please see the Amendment section below.*

**Background:**

The Special Event Guide and Application was assembled to assist with planning events in the City of Fort Atkinson. The application was created to allow appropriate contact information be obtained and forwarded to Departments. The planning guide is designed to assist members of the community in the planning, preparation and running of events and programs in Fort Atkinson.

**Discussion:**

**Event:** Fort Atkinson Area Chamber of Commerce Farmers Market

**Date:** Saturday May 1 to Saturday October 31

**Location:** Parking Lot Water Street/Milwaukee Avenue.

**Contact Person:** Alisa Bade

**Hours of Event:** 5:00 am to Noon

**Estimated Number of Attendees:** 200-500

Information of the event was routed to Departments without concerns.

Street Closure requested of S. Water Street East for Art Saturdays: May 30, June 27, July 25, August 29, September 26 and October 31.

No street closure is necessary for the regular farmers market.

**\*\*AMENDMENT REQUEST\*\***

The Fort Atkinson Area Chamber of Commerce would like to request the closure of Water Street East on Saturdays through the summer season. We did stipulate this request in our original application, but only for the last Saturday of each month. To ensure the safe distancing between vendors, volunteers, and shoppers, we could use the additional space to accommodate our new layout, an in-progress sample of which is attached. (Green = vendor tents, Pink = vendor vehicles, light blue for additional spaces along Water Street).

The amended request was submitted to Departments for Review. The following comments were provided:

1 of 3

Engineering: This needs specific hours in place and the approval of businesses affected.

- The market is held from 5:00 am to Noon on Saturdays. The closure would be the same timing as the market.
- The following correspondence was provided to neighboring businesses on behalf of the Chamber and Farmers Market.

*Dear Michelle;*

*As you are aware, the recent health epidemic has caused the cancellation or postponement of most of the Fort Atkinson Chamber's summer events, EXCEPT for the weekly Fort Farmer Market. We have had a positive response to continuing this program, especially since food vendors are considered essential, and providing healthy food options is a goal of the market in general. As a business that is impacted by the traffic in that area on Saturday mornings, we are contacting you with a request that will help us continue to safely distance vendors and shoppers, ensuring a positive experience for all.*

*We are seeking your blessing to close Water Street East EVERY Saturday during the season if needed, to allow for greater spacing between the vendors and larger aisles for the shoppers. Currently, we have permission to close that street on the last Saturday of each month, which is traditionally a larger market because additional art vendors are present. While the musicians and kids activities have been suspended for the immediate future, we do still have a number of vendors who would like to participate. In order to accommodate them, we have created a new layout that extends on to Water Street.*

*We are happy to meet with you in person or answer any questions you may have. If you have no objections, we will proceed with our request to the City Council, hopefully at their June 2 meeting.*

*Thank you for your consideration and any insight you may have.*

*Sincerely,  
Carrie Chisholm, Executive Director  
Fort Atkinson Area Chamber of Commerce*

**Financial Analysis:**

There is no financial impact to the City.

**Staff Recommendation:**

Approve the Amended Special Event for the Fort Atkinson Area Chamber of Commerce Fort Farmers Market on Saturday June 6, 2020 thru Saturday October 31, 2020 and street closures of S. Water Street East every Saturday from 5:00 am to Noon.

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

**Date:** May 20, 2020

**TO:** City Council  
**FROM:** Matt Trebatoski, City Manager  
**SUBJECT:** Library Board Vacancy

**Discussion:**

We recently received notification from Jean Waggoner that she has decided to resign from her position on the Library Board. Ms. Waggoner's position on the Board was due to expire in May of 2023.

We had a previous application on file from Sara Podoll (attached) indicating she was interested in serving on the Library Board, however a position was not available for her at that time. Since being informed of Ms. Waggoner's decision, Ms. Podoll was contacted regarding the opening and she expressed her interest to serve on the Board.

**Staff Recommendation:**

I would recommend that Sara Podoll be appointed to the Library Board to complete the unexpired term to May of 2023.

1 of 2



**CITIZEN SERVICE INFORMATION FORM**

Name (Print): PODOLL SARA MARIE Date: 4/25/19  
Last First Middle

Home Address: 1100 MOHAWK CT FORT ATKINSON WI 53538

Business Name: FORT FAMILY DENTAL

Business Address: 715 E SHERMAN AVE

Telephone (Home): 763 360 0841 (Work): 920 563 4322

Email Address: SARA.PODOLL@FORTFAMILYDENTAL.COM

How long have you lived in the City of Fort Atkinson? Sept 2017

Which Boards, Commissions and/or Committees interest you? Library Board

Please give a brief overview of your background, experience, interest or concerns in the above areas:

*I am very interested in becoming more involved in town and serving where I can be useful. I think the library board may be a good fit for me as I really enjoy the library as a patron and I think the programming is a great resource for the community. I have work experience in a retail book store and experience on a Civic Committee in Chippewa Falls where I lived.*  
References: *previously.*

1. DAVE LUISIER DDS Phone: 920 988 2444

2. Carrie Chisholm Phone: 920 563 3210

  
Signature

Return this form to:  
City Manager's Office  
101 North Main Street  
Fort Atkinson WI 53538  
[lcarrl@fortatkinsonwi.net](mailto:lcarrl@fortatkinsonwi.net)

*2 of 2*  
*Rec'd 5-1-19*

**CITY OF FORT ATKINSON**  
**Plan Commission ~ May 26, 2020**  
**1,021st Meeting**

CALL TO ORDER.

Manager Trebatoski called the Plan Commission meeting to order at 4:00 pm via Zoom.

ROLL CALL.

Present via Zoom: Commissioners Kessenich, Schultz, Johnson, Highfield, Lescohier, Engineer Selle and Manager Trebatoski. Also present via Zoom: City Attorney and City Clerk/Treasurer.

APPROVAL OF MINUTES OF APRIL 28, 2020 PLAN COMMISSION MEETING.

Cm. Highfield moved, seconded by Cm. Lescohier to approve the minutes of the April 28, 2020 Plan Commission meeting. Motion carried.

REVIEW AND APPROVE MOBILE MERCHANT LICENSE FOR OAKDALE FARMS TO USE IN THE PARKING LOT AT GOYER ACE HARDWARE, 10 MADISON AVENUE

Clerk Ebbert presented the complete application, approval from the property owners and proof of insurance. Department Heads provided no concerns, comments or questions.

Cm. Johnson moved, seconded by Cm. Highfield to approve the Mobile Merchant License for Oakdale Farms to use in the parking lot at Goyer Ace Hardware, 10 Madison Avenue. Motion carried via Zoom.

REVIEW AND APPROVE MOBILE MERCHANT LICENSE FOR TNT FIREWORKS TO USE IN THE PARKING LOT AT PICK N' SAVE, 1505 MADISON AVENUE

Clerk Ebbert presented the complete application, approval from the property owners and proof of insurance. Department Heads provided no concerns, comments or questions.

Cm. Highfield moved, seconded by Cm. Lescohier to approve the Mobile Merchant License for TNT Fireworks to use in the parking lot at Pick N' Save, 1505 Madison Avenue. Motion carried via Zoom.

ADJOURNMENT

Cm. Highfield moved, seconded by Cm. Kessenich to adjourn. Meeting adjourned at 4:05 pm via Zoom.

Respectfully submitted  
 Michelle Ebbert  
 City Clerk/Treasurer

**Fort Atkinson Tourism Commission Meeting Agenda  
Thursday, May 21, 2020 at 8:00 a.m.  
Virtual Zoom Meeting**

**MINUTES**

Voting Members:

Appointed City Council Member: Brandon Housley

Tourism Entity: Julie Nordeen

Hotel Industry Representative: MaryJo Eggers

Chamber Tourism Commission Appointee: Mariah Hadler

Chamber Tourism Commission Appointee: Gina Elmore

Non-voting – Matt Trebatoski, Merrilee Lee, Katie Carey and Carrie Chisholm

**In Virtual Attendance:** MaryJo Eggers, Julie Nordeen, Brandon Housley, Merrilee Lee, Matt Trebatoski, Gina Elmore, Carrie Chisholm, Katie Carey

**Absent:** Mariah Hadler

**Call to Order:**

Katie called the meeting of the Fort Atkinson Area Chamber of Commerce Tourism Commission to order at 8:06 am.

**Welcome to our newest members, Gina Elmore and Brandon Housley!**

**Financials**

First quarter financial statements were approved (Eggers/Lee). Carrie will check on the difference between the Tourism Manager salary budget from this year compared to last.

**Minutes**

Minutes from the February 2020 meeting were approved. (Nordeen/Eggers).

**Tourism Manager Report**

Katie reported that the premiere of Fort Atkinson's Discover Wisconsin received lots of positive engagement from the community. Social media reach, engagement, and following significantly increased in the last month. The partnership with Discover Wisconsin will continue to drive tourism into 2021. The Gift Card Extravaganza event raised nearly \$2,500 in gift card sales for 15 local businesses. The summer farmers market is enforcing safety guidelines and offering an online order form to ensure social distancing and healthy practices at the market. Rhythm on the River has been cancelled for 2020, but we are exploring alternative fundraising options with more details to come. Discussion about upcoming marketing of Fort Atkinson brought up ideas focused on the outdoors and promotion of businesses. The Quality of Life is virtually available on the Chamber's website. Chamber staff will begin the distribution of the Quality of Life, city map, and JCTC guide soon!

**New Business**

The cashing of the \$20,000 tourism CD was approved (Eggers/Housley).

**Committee Member Reports**

Merrilee: Update on Hoard Museum's hours and upcoming museum events.

Brandon: Real estate market is doing well with tightened lending regulations.

Julie: The Fireside postponed some upcoming shows to finish up the season in 2021, but cautiously optimistic about *Cinderella* in July.

MaryJo: The hotels implemented new protective shields in the lobbies, along with new marketing focused on cleaning procedures.

Matt: City pool will open on June 15 at 50% capacity. Jefferson County announced a new blueprint for reopening the county.

Gina: The Community Engagement Center is open for testing, Webex meeting facilitation, and case-by-case events.

**Meeting adjourned at 9:33 am.**

### **Next Meetings**

Please mark your calendars:

August 20, 2020

November 12, 2020



FORT • ATKINSON

FORT ATKINSON AREA  
CHAMBER OF COMMERCE



9-a

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

**Date:** May 29, 2020

**TO:** City Council

**FROM:** Matt Trebatoski, City Manager

**SUBJECT:** Land Contract with Mickelson Investments, LLP

**Background:**

As you recall, at a regular City Council meeting on March 17, 2020, the sale of approximately 7.8 acres of land in the Robert L. Klement Business Park was approved to Mickelson Investments, LLP for a purchase price of \$155,820.00. The accepted offer called for the transaction to be closed no later than June 25, 2020.

**Discussion & Financial Analysis:**

Since approval, both the City and Mickelson Investments have been moving forward with the sale in good faith. Unfortunately, due to the COVID-19 pandemic and its effects on the economy, Mickelson has requested some relief from the City on the terms of the closing and the building construction start date.

We certainly understand the difficult position the pandemic has put the Mickelsons and their business in, and for that reason believe it would be appropriate to work with them on adjusting the terms of the purchase agreement.

Mickelson is requesting payment for the property be spread out over six months and that the time in which to commence construction be extended from 24 months to 36 months after the date of purchase. They stated they are confident in their decision to build in the business park and hope it will still be started within the original two year window.

To legally record the proposed payment agreement, the City Attorney drafted the attached Land Contract, which has an initial, non-refundable payment of \$55,820.00 at closing on June 25, 2020, which includes the \$5,000.00 earnest money. The Purchasers would then make payments of \$20,000.00 per month beginning July 25, 2020 and on that same day each month through November 25, 2020.

Under the Contract, Mickelson would be entitled to take possession of the property on June 25, 2020, however the City would hold the Warranty Deed until the final payment was made. The City Attorney and I believe the Land Contract both adequately protects the City's interests and allows the lot sale to proceed.

**Recommendation:**

We recommend approval of the Land Contract with Mickelson Investments, LLP as presented, and the granting of a variance from the Protective Covenants of the Business Park to extend the amount of time for building construction to commence to 36 months after the date of purchase of June 25, 2020.

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State Bar of Wisconsin Form 11-2003  
**LAND CONTRACT**  
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number

Document Name

CONTRACT, by and between CITY OF FORT ATKINSON, WISCONSIN,  
a Wisconsin Municipal Corporation  
("Vendor," whether one or more), and MICKELSON INVESTMENTS, LLP,  
a Wisconsin Limited Liability Partnership  
("Purchaser," whether one or more).

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this Contract by Purchaser, the following real estate, together with the rents, profits, fixtures and other appurtenant interests ("Property"), in Jefferson County, State of Wisconsin:

Lot 1 of Certified Survey Map No. 6066 recorded on May 1, 2020 in Volume 35 of Certified Surveys on Page 210 as Document No. 1423726 in the NW¼ and NE¼ of the SE¼ in Section 17, Township 5 North, Range 14 East, City of Fort Atkinson, Jefferson County, Wisconsin.

Recording Area

Name and Return Address

**Rogers & Westrick, S.C.**  
93 North Main Street  
Fort Atkinson, WI 53538

**226-0514-1742-000**

Parcel Identification Number (PIN)

This is not homestead property.  
(is) (is not)

This is a purchase money mortgage.  
(is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at 101 North Main Street, Fort Atkinson, WI 53538

the sum of \$ 155,820.00 in the following manner:

- (a) \$ 55,820.00 at the execution of this Contract; and
- (b) the balance of \$ 100,000.00, together with interest from the date hereof on the balance outstanding from time to time at the rate of 0.00 % per annum until paid in full as follows:

Purchasers will make a non-refundable payment of \$55,820.00 at closing on June 25, 2020, which includes the \$5,000.00 earnest money credited to Purchasers. Purchasers will then make payments of \$20,000.00 per month commencing July 25, 2020 and on that same day each month through November 25, 2020.

provided the entire outstanding balance shall be paid in full on or before November 25, 2020 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:**

- ☒ A. Any amount may be prepaid without premium or fee upon principal at any time.
- ☐ B. Any amount may be prepaid without premium or fee upon principal at any time after \_\_\_\_\_.
- ☐ C. There may be no prepayment of principal without written permission of Vendor.



**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:**

- ☒ A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- ☐ B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

- ☐ Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and:

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:**

- ☒ A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- ☐ B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: \_\_\_\_\_
- ☐ C. No title evidence was provided prior to execution of this Contract.

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:**

- ☐ A. Purchaser agrees to pay the cost of future title evidence.
- ☐ B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on June 2<sup>5</sup>, 2020.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of 5 days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of 5 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorneys fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 10.000 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full at Vendor's option without notice.

Vendor may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.

Dated \_\_\_\_\_

VENDOR:

PURCHASER:

_____ * City of Fort Atkinson, By: Matthew Trebatoski	(SEAL)	_____ * Mickelson Investments, LLP By: John Mickelson	(SEAL)
_____ *	(SEAL)	_____ * Mickelson Investments, LLP By: Nancy A. Mickelson	(SEAL)

**AUTHENTICATION**

Signature(s) \_\_\_\_\_  
authenticated on \_\_\_\_\_

\* \_\_\_\_\_  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06 )

THIS INSTRUMENT DRAFTED BY:  
Atty. David R. Westrick WI SBN 01021165  
Fort Atkinson, Wisconsin 53538

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
JEFFERSON COUNTY )

Personally came before me on \_\_\_\_\_,  
the above-named Matthew Trebatoski, John Mickelson, and  
Nancy A. Mickelson  
to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

\* \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission (is permanent) (expires: \_\_\_\_\_)

(Signatures may be authenticated or acknowledged. Both are not necessary.)  
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.  
LAND CONTRACT ©2003 STATE BAR OF WISCONSIN FORM NO. 11-2003  
\*Type name below signatures. INFO-PRO® www.infoproforms.com



10-a

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

**Date: May 27, 2020**

**TO: City Council**

**FROM: Andy Selle, P.E.**

**SUBJECT: 2020 County Road Aid Fund**

**Background:**

Jefferson County has a match program in place, known as the County Road Aid Fund. In place since 2005, the program allows municipalities to contribute cash to an account based upon the total length of streets in their jurisdiction; the County will in turn match that amount, effectively doubling the value. The work is then performed by the County crews, up to the amount available in the fund.

Fort Atkinson has contributed to this fund since 2015. Last year we were able to pave White St, Chippewa Ct, and a section of Whitewater Ave south of 3<sup>rd</sup> St. The balance had grown to about \$60,000 – with \$30,000 contributed by the City.

**Financial Assessment:**

The requested amount, \$6,182 will be taken from the Street Program Budget. Our current balance in the County Road Aid Fund account is \$0, which includes both the City capital and County match.

**Staff Recommendation:**

I recommend a resolution to take \$6,182 from the 2020 Street Program budget to fund the 2020 County Road Aid Fund and to authorize Manager Trebatoski to fill out the attached petition, confirming this commitment.

1 of 4

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

WHEREAS, the City Council of the City of Fort Atkinson deems it to be in the best interest of said City to petition Jefferson County for County Highway Aid for the year 2021;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Atkinson does hereby authorize the City Manager and City Clerk to petition said County for County Highway Aid in the amount of \$6,182.00 payable by said County forthwith pursuant to the Petition for County Highway Aid as attached hereto.

Adopted: June 2, 2020.

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

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Jefferson County Highway Department

1425 S. Wisconsin Drive

Jefferson, WI 53549

920-674-7266

920-674-7289 fax

William T. Kern

Highway Commissioner

Highway Account Specialist

Alice Fischer

May 6, 2020

**Michele Ebbert, City Clerk  
City of Fort Atkinson  
101 North Main Street  
Fort Atkinson, WI 53538**

Dear Michele,

This letter is in regards to the County Road Aid Petition Money. This year it has been decided to handle the County Road Aid similar to last year. Like last year, we have decided that the municipalities should only send in their portion of the funds and that the Highway Department will match these funds in 2021. This means that in April of 2021, we will be applying our matching funds to your account so that the full amount can be used in 2021 for road construction projects.

We would appreciate having the enclosed petition form and your municipalities' portion of the petition monies returned to the County Highway Office by **June 30, 2020**. The petition is being mailed to you in duplicate. Please return the original to the Highway Office after your city meeting in order that the Highway Committee can report to the County Board of Supervisors. The duplicate is for your files.

The City of Fort Atkinson has 61.82 miles of city streets, according to the mileage established by the Wisconsin Department of Transportation. Therefore, the municipalities' amount of the petition that is due by June 30, 2020 is \$6,182.00. The county share amounting to \$6,182.00 will be applied to the municipalities account in April of 2021.

On April 19, 2005, the County Board of Supervisors adopted Resolution No. 2005-02 establishing the procedure for County Road Aid to towns, villages and cities for road projects. The most notable change in County Road Aid is that the Jefferson County Highway Department has the right of first refusal on future road construction projects.

We again offer the cooperation and help of our Highway Department if you wish to consult us regarding proposed street work in the City of Fort Atkinson. Please notify our office if you are going to do any construction, so that our staff may assist you in assessing your needs and making recommendations.

If there are any questions regarding this or other matters related to our department, please contact me or another member of our staff.

Sincerely,

**JEFFERSON COUNTY HIGHWAY DEPARTMENT**

**William T. Kern  
Highway Commissioner**

3 of 4

**NOTE: Petition and check for municipalities' portion of petition MUST be in our office by June 30. If there is a concern with the date please contact our office.**

# PETITION FOR COUNTY HIGHWAY AID

The **City of Fort Atkinson**, Jefferson County, Wisconsin, hereby petitions the Board of Supervisors of the County of Jefferson as follows:

1. That heretofore, to-wit, on the \_\_\_\_\_ day of June, 2020, at a lawful meeting of the governing body of said municipality a resolution was duly adapted to appropriate funds for the improvement of highways in said municipality at a cost estimated as follows:

Local municipality share \$6,182.00 (to be paid by June 30)

County of Jefferson share \$6,182.00 (to be applied to account in April)

Total improvement costs \$12,364.00

2. That the County of Jefferson share of the appropriation does not exceed the maximum of \$100.00 per mile of local roads in said municipality.
3. That said municipality is willing to abide by the rules set forth in Resolution No. 2005-02 adopted April 19, 2005, and to offer the Jefferson County Highway Department a right of first refusal for the work.

4. According to the resolution, City of Fort Atkinson takes the position of (**must check one**):

  x   Will participate in County Road Aid this year.

       Does not wish to participate in County Road Aid this year.

WHEREFORE, said municipality requests that the Board of Supervisors of the County of Jefferson grant this petition for County highway aid in the sum of \$ \$6,182.00 in accordance with the provisions of s.83.14 and s. 83.03(1) of the Wisconsin Statutes and in accordance with the resolutions of said Board of Supervisors heretofore adopted.

Dated this \_\_\_\_\_ day of June, 2020.

**City of Fort Atkinson**

\_\_\_\_\_  
Matt Trebatoski, City Manager

\_\_\_\_\_  
Michelle Ebbert, City Clerk

7 of 4

**NOTE: Petition and check for municipalities' portion of petition MUST be in our office by June 30**

10-b



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

**Date:** May 26, 2020

**TO: City Council**

**FROM: Andy Selle, P.E.**

**SUBJECT: 2020 Long Line Painting**

**Background:**

Long line painting refers to all line markings on roads that are associated with traffic control. Specific markings such as turn arrows, pedestrian cross walks, ect. are painted with Latex paint by the DPW and are not considered long line. Last year the City used Dane County to paint the long lines that were on asphalt pavement streets using Latex paint. This year we are again requesting Dane County to refresh the lines painted last year on asphalt streets. In addition we will be having Dane County paint a double yellow line on Hackbarth Road from Janesville Avenue to Whitewater Avenue (Hwy 12). That cost will shared with the Town of Koshkonong based upon the linear feet of ownership along the boundary. A map of the areas for painting this year is attached.

**Financial Analysis:**

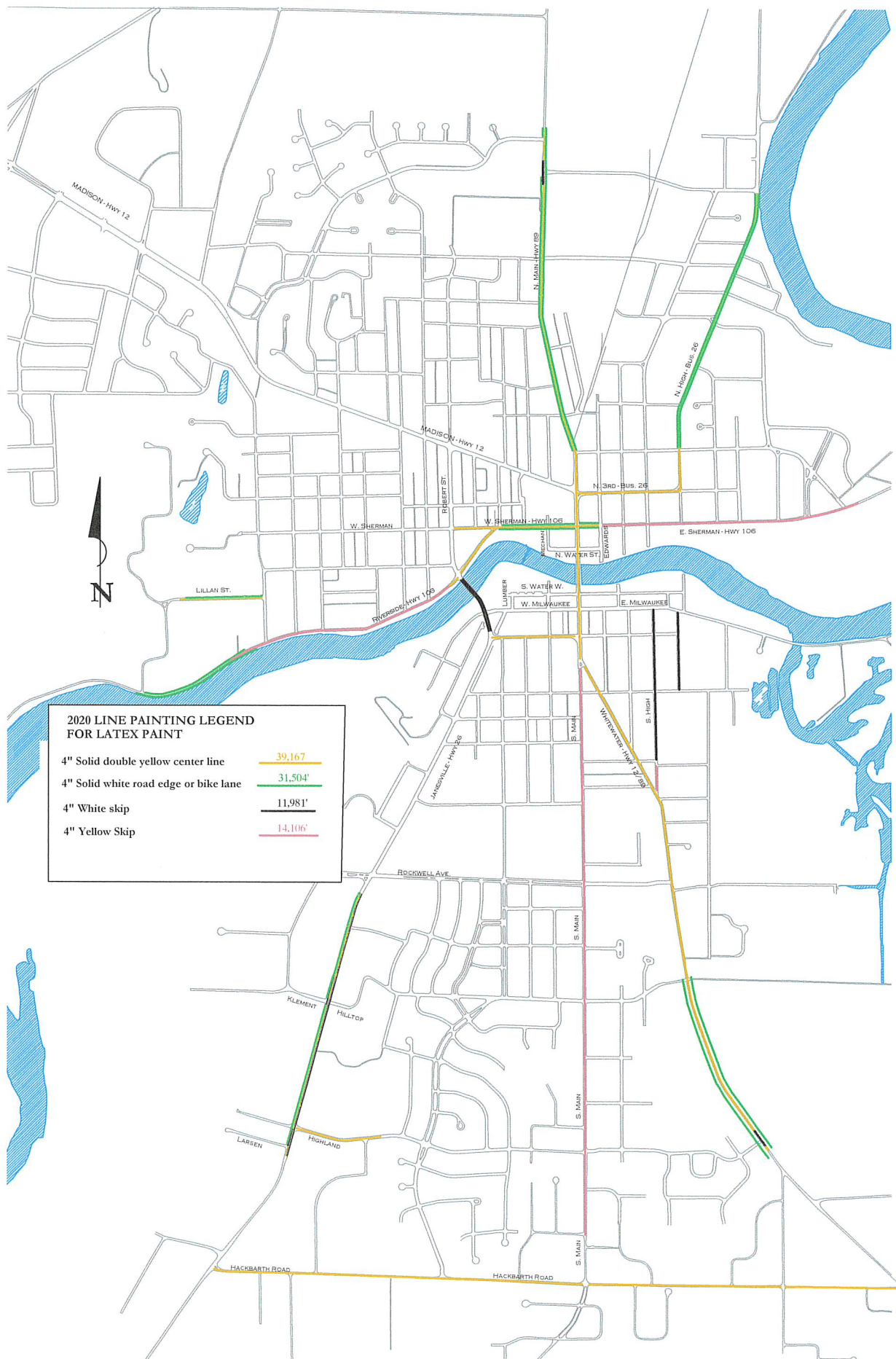
Dane County bills the City the actual labor and material cost to paint the streets. That actual cost last year was just under \$9,000. We expect a similar amount this year and ask that you authorize up to \$10,000. We have budgeted up to \$14,400 in the long line account.

**Staff Recommendation:**

Staff recommends the Council authorizes the City Manager to sign the agreement with Dane County for the long line painting of city streets for a price not to exceed \$10,000. Final billing will be determined by actual quantities.

1 of 4





## AGREEMENT

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

### WITNESSETH:

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

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

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

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

7. Proposal/Estimate

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

	Estimated Cost
A. Line striping various streets in the City of Ft. Atkinson, per attached map	\$ 14,500.00
B.	

Total estimated cost per Estimate Sheets (detailed and revised), on file with the Dane County Highway and Transportation Department. \$ 14,500.00

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

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

**FOR THE MUNICIPALITY::**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FOR THE COUNTY OF DANE:**

\_\_\_\_\_  
Gerald Mandli Date  
Highway Commissioner



11-a

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

**Date:** May 29, 2020

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

**Background:**

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

**Discussion:**

**REGULAR FOR THE TERM OF 2020-2022:**

- |                           |                     |
|---------------------------|---------------------|
| 1. Jorge Alvizar          | Stop-n-Go           |
| 2. Cheyenne Anderson      | Stop-n-Go           |
| 3. Scott Arndt            | Soulful Toad        |
| 4. Michael Baker          | FA Gas              |
| 5. Hector Campos          | Soup's On           |
| 6. Taylor Castillo-Wagner | Stop-n-Go           |
| 7. Denise Cloute          | Legion              |
| 8. Sarah Dinkle           | Stop-n-Go           |
| 9. Todd Duffrin           | Lions               |
| 10. Abigail Dunkleberger  | Creamery 201        |
| 11. Debra Edwards         | Open                |
| 12. Matthew Findlay       | Stop-n-Go           |
| 13. Pamela Fischer        | American Legion     |
| 14. Gerald Fitzgerald     | Paddy Coughlin's    |
| 15. Angela Franks         | Mr. Brew's Taphouse |
| 16. Fiona Gaffney         | Fort 88             |
| 17. Lorenzo Garcia        | LaCabana 2 LLC      |
| 18. Dennis Gesvain        | Café Carpe          |
| 19. Gayle Golinski        | FA Gas              |
| 20. Norman Hartwig        | Open                |
| 21. Kelly Hetts           | Bienfang's Bar      |
| 22. Matthew Hoekstra      | Stop-n-Go           |
| 23. Mary Hookstead        | Kwik Trip           |
| 24. Andrew Jaeckel        | Soup's On           |
| 25. Kevin Johnson         | Fat Boyz            |
| 26. John Kammer Jr        | Beinfang's Bar      |

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27.	Brittany Kessel	American Legion
28.	Brodi Kozak	Festival Foods
29.	Nancy Lapp	Festival Foods
30.	Geraldine Lodl	Open
31.	Tanya Moreno	Stop-n-Go
32.	Barbara Morris	Stop-n-Go
33.	Melissa Nelson	Open
34.	Megan Patch	Country Inn & Suites
35.	Rosemary Rice	American Legion
36.	Royce Rood	Walgreen's
37.	Amy Root	Blodgett's
38.	Alexandra Scullin	Stop-n-Go
39.	Greg Stahl	Creamery 201
40.	Kandi Starkey	Soup's On
41.	Teri Wegner	Kwik Trip
42.	Teresa Wehr	Soup's On
43.	William Wieler	Stop-n-Go
44.	Mackenzie Wurm	Stop-n-Go
45.	Michelle Young	Fat Boyz
46.	Jennifer Ziebell	Stop-n-Go
47.	Brooke Zimmerman	Soup's On
48.	Todd Brom	Bienfang's Bar
49.	Luke Davidson	American Legion
50.	Delaine Endl	Open
51.	Mariah Fitz	Brock's Riverwalk
52.	Micah Fromader	Lions
53.	Wesley Gordon II	Lions
54.	Richard James	Lions
55.	Jean McDermott	Bienfang's Bar
56.	Marlene Sobolik	Bienfang's Bar
57.	Shelly Wangerin	Brock's Riverwalk
58.	Ross Weber	KP Mart
59.	Shawn Zimmerman	Festival Foods
60.	Tammy Whiteaker	American Legion

**Financial Analysis:**

None.

**Staff Recommendation:**

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