



**AGENDA
CITY COUNCIL MEETING
MUNICIPAL BUILDING COUNCIL CHAMBERS
101 N. MAIN STREET, FORT ATKINSON, WISCONSIN
MARCH 3, 2020 ~ 7:00 P.M.**

1. Call meeting to order.
2. Roll call.
3. Approval of minutes of February 18, 2020 regular Council meeting.
4. Public Hearings

None.
5. Public Comment
6. Petitions, Requests and Communications
 - a. Update from Chamber of Commerce on Annual Tourism Report and Budget.

Action – Accept and file.
 - b. Request for various street closures for Rhythm on the River event on Saturday, August 22, 2020.

Action – Reject—Approve.
7. Resolutions and Ordinances
 - a. Resolution proclaiming May 2, 2020 as World Migratory Bird Day in the City of Fort Atkinson.

Action – Reject—Approve and adopt Resolution.

8. Reports of Officers, Boards and Committees

- a. Minutes of Parks & Recreation Advisory Board meeting held February 17, 2020.
Action – Accept and file.
- b. Minutes of Historical Society Board meeting held January 16, 2020.
Action – Accept and file.
- c. Minutes of Economic Development Commission meeting held February 25, 2020.
Action – Accept and file.

9. Unfinished Business

- a. Review and approve contract for Wheels Park construction documents and installation.
Action – Reject - Approve
- b. Economic Development Fund update.
Action – Accept and file.
- c. Recommendation from Economic Development Commission on installation of fiber internet in Klement Business Park.
Action – Reject—Approve.

10. New Business

- a. Review and approve school district fiber locate contract and city fiber installation contract.
Action – Reject – Approve

11. Miscellaneous

- a. Report on 2019 tax collections and on 2019 delinquent personal property taxes.
Action – Accept and file.
- b. Temporary Class “B” beer and/or wine license for Lions Club Smelt Fry to be held at the Municipal Building on April 17, 2020.
Action – Reject—Approve.
- c. Temporary Class “B” beer and/or wine license for Lions Club Corn & Chicken Dinner to be held at Jones Park on August 16, 2020.
Action – Reject—Approve.
- d. Temporary Class “B” beer and wine license for Rhythm on the River event on August 22, 2020.
Action – Reject—Approve.
- e. Granting operator licenses.
Action – Reject—Approve.
- f. City, Sewer, Water and Stormwater Utility Financial Statements as of January 31, 2020.
Action – Accept and file.
- g. Adjourn to closed session after regular council meeting pursuant to Section 19.85 (i)(e), Wisconsin Statutes, to consider sale of property.
Action – Move into closed session – council will not reconvene into open session.

12. Claims, Appropriations and Contract Payments

a. Verified claims.

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

13. Adjournment

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

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CITY OF FORT ATKINSON
City Council Minutes ~ February 18, 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: City Manager, City Attorney, City Clerk/Treasurer, City Engineer, Police Chief, Building Inspector, Library Director and Wastewater Supervisor.

APPROVAL OF MINUTES OF FEBRUARY 4, 2020 REGULAR COUNCIL MEETING.

Cm. Becker moved, seconded by Cm. Johnson to approve the minutes of February 4, 2020 regular council meeting. Motion carried.

PUBLIC HEARINGS

None.

PUBLIC COMMENT

Robert Bennett, 1018 Monroe Street spoke on behalf of a sewer backup claim against the City. This item is on the agenda.

PETITIONS, REQUESTS AND COMMUNICATIONS

a. *Presentation of Green Award.*

Pres. Kotz presented the Green Award to Badger Basement Systems.

This item was moved up on the Agenda.

11. a. *Approve street closure for Special Event for Summer Reading Kickoff Block Party to be held on the 200 block of Merchants Avenue (Public Library) on June 7, 2020.*

Representatives from the Library Board were present to review the request. No comments were received from Staff.

Cm. Hartwick moved, seconded by Cm. Scherer to approve the street closure for Special Event for Summer Reading Kickoff Block Party to be held on the 200 block of Merchants Avenue on June 7, 2020. Motion carried.

RESOLUTIONS AND ORDINANCES

a. *Update to Building Regulations Ordinance.*

Cm. Becker moved, seconded by Cm. Hartwick to suspend the rules and waive the second and third reading. Motion carried on a roll call vote.

Cm. Hartwick moved, seconded by Cm. Johnson to adopt ordinance update to Building Regulations Ordinance. Motion carried on a roll call vote.

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

a. *Building, Plumbing and Electrical Permit Report for January, 2020.*

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- b. *Minutes of Historic Preservation Commission meeting held January 13, 2020.*
Cm. Becker moved, seconded by Cm. Johnson to accept and file the Reports of Officers, Boards and Committees. Motion carried.

UNFINISHED BUSINESS

- a. *2019 call data update on adult care facilities.*

Chief Bump provided an update on care facilities. He stated 2019 produced the highest number of calls to date. Discussion continued on nuisances and call volumes. Chief shared a few situations where Officers were called away for several hours and had to transport individuals several hours away.

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

NEW BUSINESS

- a. *Review Annual Reports for City Departments for 2019.*

Cm. Becker moved, seconded by Cm. Scherer to accept and file the Annual Reports for City Departments for 2019. Motion carried.

- b. *Update on financial status of Historical Society Trust Funds.*

Cm. Hartwick moved, seconded by Cm. Becker to accept and file the report on financial status of Historical Society Trust Funds. Motion carried.

- c. *Review and approve purchase and installation of lift station flow meters for Wastewater Utility, as budgeted.*

Wastewater Supervisor Paul Christensen reviewed the quotes for purchase and installation of flow meters for Sherman Avenue and Water Street. Staff will be able to pull the cables from the station wet wells to the control cabinets and mount the flow meter remote transmitters with a cost not expected to exceed \$2,000. The total cost of the project will not exceed \$31,600.

Cm. Hartwick moved, seconded by Cm. Johnson to approve the following quotes: Flow Meter – L.W. Allen Inc of Madison \$11,900, Mechanical Installation – Staab Construction of Marshfield \$12,300 and SCADA Installation – L.W. Allen Inc of Madison \$5,400 and Staff labor not to exceed \$2,000. Motion carried on a roll call vote.

MISCELLANEOUS

- a. *Approve street closure for Special Event for Summer Reading Kickoff Block Party to be held on the 200 block of Merchants Avenue (Public Library) on June 7, 2020.*

This item was moved up on the agenda.

- b. *Disallowance of claim for sewer backup.*

Manager Trebatoski provided the background for the sewer backup. EMC Insurance recommended the Council disallow the claim as the City was not found to be liable for the backup. Property owner Mr. Bennett was present to discuss the backup and was seeking the council consider reimbursing him for expenses. Council discussed the situation.

Cm. Scherer moved, seconded by Cm. Becker to disallow the claim for Robert Bennett, 1018 Monroe Street. Motion carried 3-2, Johnson and Hartwick opposed.

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

Cm. Scherer moved, seconded by Cm. Johnson 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 reconvene into open session.

CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS

a. Verified claims.

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

ADJOURNMENT

Cm. Hartwick moved, seconded by Cm. Becker to adjourn. Meeting adjourned at 8:20 pm.

Respectfully submitted

Michelle Ebbert Clerk/Treasurer



Fort Atkinson Area Chamber of Commerce
Tourism Department
ANNUAL REPORT
March 3, 2020

6-a

Mission Statement

To promote the City of Fort Atkinson and its attractions and events, with the intention of positively impacting the city's economy and quality of life.

Introduction

In October of 1998, the City of Fort Atkinson approved a room tax fee of 5% on gross receipts, 28% of which goes to the city for the purpose of tourism-related improvements, 70% of which goes to the Fort Atkinson Area Chamber of Commerce Tourism Department, and 2% of which goes to the hospitality owners to help cover their administrative costs in recording and reporting room tax fees. Under the guidelines of the Room Tax law, room tax funds can only be used for tourism promotion and tourism development, and target transient tourists likely to spend the night in one or more lodging establishments. By requirement of state statute, an annual report of room tax expenditures must be provided to the local Tourism Commission and filed with the Wisconsin State Department of Revenue by May 1 of each year.

The latest data from the Wisconsin Department of Tourism provides an overview of the economic impact of Tourism in Jefferson County. In 2018, visitors generated \$11.9 million in state and local taxes with visitor spending at \$103.1 million, up 8% compared to \$95.5 million in 2017. Total business sales were \$180.4 million in 2018, a 6.5% increase from 2017. Employment increased slightly compared to last year, creating 1,741 jobs with a labor income of \$42.9 million in Jefferson County which is an increase of 3.37%.

Tourism in the state of Wisconsin has seen an accelerated growth as well, as room demand and visitor spending rise. Visitor spending rose 4.9% in 2018 to \$13.3 billion. Increased visitor spending is reflected in the statistics stated by both Jefferson County and Wisconsin, specifically in taxes, total business spending, and employment. Most of visitor spending is focused on lodging, food and beverage, retail, and recreation. Looking at visitor spending categories, the highest spending growth was on recreational spending in 2018. This finding bodes well for our 2020 focus of highlighting Fort Atkinson as a recreational destination.

This report summarizes the use of room tax funds by the Fort Atkinson Area Chamber of Commerce Tourism Department, 2019.

Financials

Included with this report are the following financial reports.

- ❖ 2019 Profit & Loss
- ❖ 2020 Tourism Budget

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2019 Budget and Project Summary

Total room tax revenue in 2019 was \$129,347.41, up nearly 38% compared to \$93,836.24 in 2018. The majority of funds were spent promoting Fort Atkinson in other communities.

Tourism efforts in 2019 included:

- ❖ Took an active hand in promoting Farm Technology Days, serving on the hospitality committee and working with hotels to greet and welcome guests.
- ❖ Led the efforts of the Jefferson County Tourism Council as Vice President.
- ❖ Created content for the Jefferson County Tourism Guide. Fort Atkinson has the largest number of advertisers in this publication, due in part to the tourism budget underwriting a portion of their costs.
- ❖ Initiated the filming of a new episode of Discover Wisconsin, focusing on recreational assets of the city. This is actually a multi-year project in order to acquire seasonal footage for the show, which will air on May 16.
- ❖ Coordinated a co-op marketing package to promote area tourism-related businesses on billboards, radio, print, and social media.
- ❖ Invested in new photography and video for promotional purposes.
- ❖ Increased chamber Facebook followers to 3,000 with bi-monthly weekend updates, which were also included in chamber newsletters so people knew what events were happening Friday through Sunday.

Additionally, the Fort Atkinson Tourism Department participated in the annual Wisconsin Governors Conference on Tourism, leveraging the programs that are offered at the state level. We allocated marketing dollars to support local events such as Rhythm on the River, the Wisconsin Poetry Festival, The Fort Koshkonong Rendezvous, Tour de Fort, and Haumerson's Pond Ski and Skate night. Both the Farmer Market and local retailers benefitted from on-going promotion of shopping and dining in Fort Atkinson in publications like the Madison Visitors Guides (fall and spring), Brava Magazine (a Madison-based publication targeting women), and WOLX radio in Madison.

The Tourism Counts Award was presented to Scott Lastusky and the Fort Atkinson Parks and Rec Department for their oversight of city parks, which draw visitors to our aquatic center, archery range, basketball courts, disc golf, shelter rentals, and other amenities.

2020 Budget and Goals

- ❖ Release and distribute new Quality of Life book and updated City Map, our two most popular publications.
- ❖ Host a viewing party for the new Discover Wisconsin episode.
- ❖ Work with area hotels to mine travel data so we can benchmark promotional efforts against room stays.
- ❖ Research and execute a comprehensive, year-round marketing plan with a central theme and visuals. Host a community roll-out in Spring.
- ❖ Expand visibility in recreational markets, meetings and conventions, and group tour travel.
- ❖ Book at least one tradeshow to exhibit.
- ❖ Upgrade website to include features such as "plan your visit." Invest in SEO assistance to ensure high visibility and consistent rankings on internet search engines.

- ❖ Expand banner presence into downtown area.
- ❖ Increase our presence and reach on social media through engaging content.

Tourism Department Objectives

- ❖ Increase travel to the Fort Atkinson area and promote overnight stays.
- ❖ Increase local awareness of the importance of tourism and its economic impact.
- ❖ Encourage longer stays in Fort Atkinson through increased overnight stays, midweek visits and extended weekends.
- ❖ Continue to develop niche markets including recreational travel, business travel, cultural interest travel and group travel.

Tourism Department
Balance Sheet Prev Year Comparison
As of December 31, 2019

	<u>Dec 31, 19</u>	<u>Dec 31, 18</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
Certificate of Deposit B	10,433.12	10,345.18	87.94	0.85%
Certificate of Deposit	20,735.28	20,469.18	266.10	1.3%
Tourism Checking	105,561.63	83,976.27	21,585.36	25.7%
Total Checking/Savings	<u>136,730.03</u>	<u>114,790.63</u>	<u>21,939.40</u>	<u>19.11%</u>
Total Current Assets	<u>136,730.03</u>	<u>114,790.63</u>	<u>21,939.40</u>	<u>19.11%</u>
TOTAL ASSETS	<u>136,730.03</u>	<u>114,790.63</u>	<u>21,939.40</u>	<u>19.11%</u>
LIABILITIES & EQUITY				
Equity				
Retained Earnings	114,790.63	112,375.94	2,414.69	2.15%
Net Income	21,939.40	2,414.69	19,524.71	808.58%
Total Equity	<u>136,730.03</u>	<u>114,790.63</u>	<u>21,939.40</u>	<u>19.11%</u>
TOTAL LIABILITIES & EQUITY	<u>136,730.03</u>	<u>114,790.63</u>	<u>21,939.40</u>	<u>19.11%</u>

Tourism Department
Profit & Loss Budget vs. Actual
January through December 2019

	Jan - Dec 19	Budget	\$ Over Budget	% of Budget
Income				
CD Interest Earned	354.04			
Project Income				
Co-Op Marketing Income	2,100.00			
Total Project Income	2,100.00			
Reimbursables	380.00			
Room Tax	129,347.41	116,909.68	12,437.85	110.64%
Total Income	132,181.45	116,909.68	15,271.89	113.06%
Expense				
Tourism Event Marketing Grant	0.00	2,500.00	-2,500.00	0.0%
Photography	283.75			
Advertising				
Discover WI 2020 Episode	13,000.00	13,000.00	0.00	100.0%
Co-op Marketing	8,360.97	5,000.00	3,360.97	167.22%
Special Projects				
Poetry Festival	0.00	500.00	-500.00	0.0%
Farm Technology Days	1,800.00	2,500.00	-700.00	72.0%
Special Itineraries/Promotions	0.00	2,500.00	-2,500.00	0.0%
Tour de Fort	929.00	500.00	429.00	185.8%
Retail Promotions	5,005.51	7,000.00	-1,994.49	71.51%
Fort14	0.00	500.00	-500.00	0.0%
Rhythm on the River	3,203.80	5,000.00	-1,796.20	64.08%
Fort Koshkonong Rendezvous	225.00	1,800.00	-1,575.00	12.5%
Special Projects - Other	3,190.45			
Total Special Projects	14,353.76	20,300.00	-5,946.24	70.71%
Farmers Market	5,142.21	5,000.00	142.21	102.84%
Photography/Graphic Design	2,389.99	2,500.00	-110.01	95.6%
General TV/Video/Radio	4,816.00	13,000.00	-8,184.00	35.51%
Website/Social Media	916.29	3,500.00	-2,583.71	26.18%
Branding Initiatives	0.00	2,000.00	-2,000.00	0.0%
General Ad	9,746.85	12,140.00	-2,393.15	80.29%
Advertising - Other	1,501.26			
Total Advertising	60,027.33	76,440.00	-16,412.67	78.53%
Dues & Subscriptions	1,631.06	2,000.00	-368.94	81.55%
Miscellaneous	575.92	880.00	-304.08	65.45%
Office Expense	5,315.93	5,000.00	315.93	106.32%
Printing	204.75	7,000.00	-6,795.25	2.93%
Salaries				
Chamber Benefits	295.60			
Payroll Taxes	3,798.08			
Tourism Manager	36,788.40			
Salaries - Other	0.00	41,800.00	-41,800.00	0.0%
Total Salaries	40,882.08	41,800.00	-917.92	97.8%
Travel & Expenses	1,341.23	1,200.00	141.23	111.77%
Total Expense	110,242.05	136,820.00	-26,577.95	80.58%
Net Income	21,939.40	-19,910.44	41,849.84	-110.19%

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

	Jan - Dec 19	Jan - Dec 18	\$ Change
Income			
CD Interest Earned	354.04	207.13	146.91
Project Income			
Co-Op Marketing Income	2,100.00	700.00	1,400.00
Total Project Income	2,100.00	700.00	1,400.00
Reimburseables	380.00	0.00	380.00
Room Tax	129,347.41	93,836.24	35,511.17
Total Income	132,181.45	94,743.37	37,438.08
Expense			
Photography	263.75	0.00	263.75
Advertising			
Discover WI 2020 Episode	13,000.00	0.00	13,000.00
Co-op Marketing	8,360.97	3,870.00	4,490.97
Special Projects			
Farm Technology Days	1,800.00	0.00	1,800.00
Tour de Fort	929.00	0.00	929.00
Retail Promotions	5,005.51	0.00	5,005.51
Rhythm on the River	3,203.80	0.00	3,203.80
Fort Koshkonong Rendezvous	225.00	0.00	225.00
Special Projects - Other	3,190.45	18,211.59	-15,021.14
Total Special Projects	14,353.76	18,211.59	-3,857.83
Farmers Market	5,142.21	2,535.34	2,606.87
Photography/Graphic Design	2,389.99	755.00	1,634.99
General TV/Video/Radio	4,616.00	7,571.14	-2,955.14
Website/Social Media	916.29	607.81	308.48
Branding Initiatives	0.00	3,560.02	-3,560.02
General Ad	9,746.85	12,310.10	-2,563.25
Advertising - Other	1,501.26	0.00	1,501.26
Total Advertising	60,027.33	49,421.00	10,606.33
Dues & Subscriptions	1,631.06	1,335.00	296.06
Miscellaneous	575.92	241.81	334.11
Office Expense	5,315.93	4,234.32	1,081.61
Printing	204.75	0.00	204.75
Salaries			
Chamber Benefits	295.60	0.00	295.60
Payroll Taxes	3,798.08	3,473.61	324.47
Tourism Manager	36,788.40	32,631.84	4,156.56
Total Salaries	40,882.08	36,105.45	4,776.63
Travel & Expenses	1,341.23	991.10	350.13
Total Expense	110,242.05	92,328.68	17,913.37
Net Income	21,939.40	2,414.69	19,524.71

2020 Tourism Budget		
Expenses		Budgeted Amount
Brand Initiatives (ie. Banners)		\$11,000
Discover Wisconsin 2020 Episode		\$13,000
Farmers Market		\$5,000
General Ads		\$23,710
General TV/Video/Radio/ Billboard		\$7,850
Literature Printing & Distribution		\$7,000
Membership Dues/Fees/Trade Shows		\$2,000
Misc.		\$880
Photography/Design		\$2,500
Special Projects		\$23,000
Tourism Event Marketing Grant		\$2,500
Website/Social Media		\$8,500
		\$106,940
Office Expense		
Office (Phone, Postage & Office)		\$3,200
		\$3,200
Travel/Expenses		
Tourism Conference/Seminars/Mileage		\$1,200
		\$1,200
Salaries		
Tourism Manager (January-December)		\$34,211
Intern (\$12/hr, 150 hours or 6-8 weeks)		\$1,800
		\$36,011
TOTAL EXPENSES		\$147,351
		income 8% increase

Budgeted Income:

May (1st Quarter)	\$	28,420.00
August (2nd)	\$	38,805.00
November (3rd)	\$	48,705.00
January (4th)	\$	22,002.02
	\$	137,932.02
	\$	\$10,000 CD
	\$	147,932.02

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CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 19, 2020

TO: City Council
FROM: Michelle Ebbert, City Clerk/Treasurer
SUBJECT: Special Event – Rhythm on the River

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 Rhythm on the River
Date: Saturday August 22, 2020
Location: Parking Lot Water Street/Milwaukee Avenue.
Contact Person: Kelley Westphal
Hours of Event: 5:00 pm to 11:00 pm
Estimated Number of Attendees: 5,000+

Information of the event was routed to Departments with comments provided from the Police Department, see attached.

Public Works has been requested to assist with placing barricades in the vicinity of the event for road closures.

Financial Analysis:

There is no financial impact to the City.

Staff Recommendation:

Approve the Special Event and various street closures for the Fort Atkinson Area Chamber of Commerce Rhythm on the River on Saturday August 22, 2020.

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CITY OF FORT ATKINSON
Special Event Application

Name of Business/Group Organizing Event: <u>Fort Atkinson Area Chamber of Commerce</u>	
Contact Person for Event: <u>Kelley Weisner</u>	
Phone Number: <u>920-563-3210</u>	Email: <u>project3@fortchamber.com</u>
Is the Business/Group Organizing Event: <input type="checkbox"/> For profit or <input checked="" type="checkbox"/> Non-Profit	
Special Event Details	
Event Name: <u>Run on the River</u>	
Event Date: <u>8/22/20</u>	
Event Location: <u>Downtown (across from post office)</u>	
Estimated Number of Attendees: <u>5,000</u>	Hours of Event: <u>5pm-11pm</u>
Check all applicable boxes:	
<input type="checkbox"/> I am renting a City Park	Attach copy of paid park rental from Parks & Recreation (920) 563-7781.
<input checked="" type="checkbox"/> I will be having music	Start and end time of music: <u>5pm-11pm</u>
<input checked="" type="checkbox"/> I will be closing a street(s)	Attach site diagram with details. Barricades can be provided by Public Works upon request (920) 563-7771.
<input checked="" type="checkbox"/> I will be selling beer and/or wine*	Attach Temporary License and Bartender/Operator Applications. Contact City Clerk (920) 563-7760
*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.	
<input checked="" type="checkbox"/> I will be erecting a tent, canopy or other temporary structure.	
By signing, I agree to the following statements:	
I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I am responsible to contact each Department to arrange for assistance. I understand I am responsible for timely clean up after the event.	
Responsible Party Signature: <u>Kelley Weisner</u>	

Office Use Only

Date Submitted to Clerk: 2/12/2020 Date Emailed to Departments:

Department	Comments, Concerns, Action(s) to be taken
<input checked="" type="checkbox"/> Clerk/Treasurer	<u>Temp. license applied for</u>
<input checked="" type="checkbox"/> EMS - Ryan Brothers Ambulance	<u>no comments received</u>
<input checked="" type="checkbox"/> Engineer and Building Inspection	<u>no comments received</u>
<input checked="" type="checkbox"/> Electrician	<u>no comments received</u>
<input checked="" type="checkbox"/> Fire and Rescue Department	<u>no comments received</u>
<input checked="" type="checkbox"/> Library and Museum	<u>none</u>
<input checked="" type="checkbox"/> Parks & Recreation	<u>no comments received</u>
<input checked="" type="checkbox"/> Police Department	<u>attachment</u>
<input checked="" type="checkbox"/> Public Works Department	<u>can assist as requested</u>
<input checked="" type="checkbox"/> Wastewater and Water Utility	<u>no comments received</u>

Date Reported to City Council (if necessary): 3/3/2020

Comments, Contingencies, Findings:

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**FORT ATKINSON AREA
CHAMBER OF COMMERCE**

KELLEY WESTPHAL
PROJECTS MANAGER
244 NORTH MAIN STREET
FORT ATKINSON, WI 53538
PHONE (920) 563-3210
FAX (920) 563-8946

February 11, 2020

Matt Trebatoski
101 N. Main St
Fort Atkinson, WI 53538

Dear Matt,

On behalf of the Fort Atkinson Area Chamber of Commerce, we are requesting our usual permit for the Annual Rhythm on the River be placed on the agenda before the City Council. Saturday, August 22nd, 2020 marks the 18th anniversary of Rhythm on the River. This is a fun, community event that offers free admission to the public.

We would like to request permission for closure of South Water Street East from Main Street to Purdy Street from 6:00 am on Saturday, August 22, 2020 until 12:00 pm on Sunday, August 23, 2020. We also request that the theatre parking lot be closed from 6:00 am on Saturday, August 22 until 12:00 pm on Sunday, August 23. The lot will only be open to the Farmers Market vendors from 6:00 am until 12:00 pm on August 22.

We would like to request closure of East Milwaukee Ave from South Main Street to Merchants Avenue from 1:00 pm on Saturday, August 22 until 12:00 am on Sunday, August 23 to provide a safe walkway for event goers.

The time of the August 22 event will be from 5:00 pm to 11:00 pm. The Rhythm on the River committee would like to request permission to place the stage on South Water Street East and position the two beverage bars in the middle of the lot and utilize East Milwaukee Avenue for the food court for food vendors.

The previous food vendors have been given first right of refusal and they will provide their own generator and any other materials needed. The food service will start at approximately 5:00 pm. There will be two bands performing again this year playing from approximately 5:00 pm to 11:00 pm.

The Public Works Department will drop off the barricades and "No Parking" signs on Friday, August 21st. It will be the Chamber's responsibility to put up the barricades on Saturday and take them down on Sunday. We would like to request permission to barricade the North East end of South Water Street East for a dumpster delivery the afternoon of Friday, August 21st.

Additionally, we would like to request cones blocking off the right turn lane from Main Street onto Milwaukee Street East. We would also like the left turn lane in front of JM Carpets blocked to access Milwaukee Street East. This area will be used for the Taste of Fort food vendors. We would also request that the left turn lane on Main Street to Water Street be blocked in front of Brock's River Walk Tavern and Grill as the stage will be set up, and no entry will be granted during the hours of the event.

3 of 6

JCEC will provide security and all persons consuming alcohol that evening will be required to wear a bracelet confirming the legal drinking age. The application for the beer license will be submitted with payment. Should you have any concerns or questions please contact Kelley at the chamber 920-563-3210.

Thank you for your consideration.

Sincerely,

Kelley Westphal
Projects Manager, Fort Atkinson Chamber of Commerce



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POLICE DEPARTMENT

Adrian J. Bump
CHIEF OF POLICE

02-23-20

City Council
City of Fort Atkinson

Ref: 2020 Rhythm on the River Event

City Council Members:

The Police Department has no issues or concerns as related to the Rhythm on the River event as requested. The Police Department has an expectation to continue working with the stakeholders of this event to ensure proper planning is completed.

The Police Department will prepare an Event Action Plan to ensure the proper resources and actions are completed prior to, during and after the event. It will be necessary that the police department be involved with planning meetings as they occur. This event will require an additional 4-6 officers, 2 CSOs and 1 dispatcher be added to the schedule during the event. The Police Department will again require that all roadways that are closed for the event be reinforced with concrete barriers consistent with upgrades to event security incorporated since 2018. These barriers were placed by DPW.

There are currently no new areas of concern. Because of the open communication between the event planners and the police department, each year this event becomes better and safer.

The Police Department will plan to be involved and help ensure a safe and positive event.

Respectfully,

Adrian Bump
Chief of Police

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7-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 24, 2019

TO: City Council
FROM: Matt Trebatoski, City Manager
SUBJECT: World Migratory Bird Day

Background:

Annually since 2016, the City Council has approved a Resolution declaring the first Saturday in May as World Migratory Bird Day in the City of Fort Atkinson.

Discussion:

World Migratory Bird Day is to urge citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community.

Financial Analysis:

None.

Staff Recommendation:

Staff is recommending that the Resolution declaring May 2, 2020 as World Migratory Bird Day in the City of Fort Atkinson be approved and adopted.

1 of 2

World Migratory Bird Day Resolution

- **Whereas**, migratory birds are some of the most beautiful and easily observed wildlife that share our communities, *and*
- **Whereas**, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring, *and*
- **Whereas**, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide, *and*
- **Whereas**, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes, *and*
- **Whereas**, public awareness and concern are crucial components of migratory bird conservation, *and*
- **Whereas**, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining health bird populations, *and*
- **Whereas**, since 1993 World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., *and*
- **Whereas**, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun, *and*
- **Whereas**, while WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants, *and*
- **Whereas**, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action,

NOW THEREFORE I, Matt Trebatoski, as City Manager of the City of Fort Atkinson, do hereby proclaim May 2, 2020 as

World Migratory Bird Day

in the City of Fort Atkinson, and I urge all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

Dated this _____ day of March in the year 2020.

Signed: _____

Matt Trebatoski

Title: City Manager

2 of 2

8-a

CITY OF FORT ATKINSON
Parks & Recreation Advisory Board
Minutes
February 17, 2020

CALL TO ORDER

Manager Trebatoski called the meeting to order at 4:00 p.m.

ROLL CALL

Members present: Cynthia Ficenec, Don Neste, Becky Romens, Steve Mahoney and Cm. Bruce Johnson

Members Absent: Michael Williams and Ryan Baldry

Also present: City Manager Trebatoski

DISCUSS RECRUITMENT OF PARKS & RECREATION DIRECTOR

The Board discussed the traits and qualities they would like to see in the next director as well as the proposed timeframe for hiring, where to advertise and the interview process.

ADJOURNMENT.

Mahoney moved, seconded by Romens to adjourn the meeting at 4:50 p.m. The motion carried on a voice vote.

Respectfully,

Matt Trebatoski
City Manager

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8-6

FORT ATKINSON HISTORICAL SOCIETY'S BOARD MEETING

Thursday, January 16, 2020 4:00 pm

1. Call to Order at 4:00 by president B. Geyer.

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

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

Also in Attendance: Beverly Dahl (recorder)

3. Public Comments: none

4. Review and approve board meeting minutes and committee meeting minutes:
Routed prior to meeting. Motion to approve by J. McGowan, seconded by B. Cheek.
Motion approved.

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

6. Treasurer's Report: L. Gray

2019 had a slight deficit of \$2600, the budget had called for a surplus of \$2800. Difference seems to be that costs, including Programming, were higher than expected. The Trust account had a 17.6% return, compared to -6.4% in previous year. Fund increased by \$110,000.

7. Committee Reports: Development Committee by K. Gomez - did not meet.

8. Approval of Checks over \$500: List was routed to board members. Motion to approve by L. Gray, seconded S. Johnson. Motion approved..

9. Undesignated Contributions Update: Total contributions from 2019 (6 pages) were routed to board members for their information. Question if 6 page document was complete. Director will check and resend if needed. No questions on information that was routed.

10. Membership Renewal Update: The first round of renewal letters was sent in December. About one third of members have responded with renewals to date, and we are still receiving renewals. Staff are caught up with updates for renewals received in 2019. The Development Committee will do second letter signing for mailing in February.

11. Discussion of entering a Memorandum of Understanding with the Friends of Lorine Niedecker: This topic was first discussed in November. At that time there were two issues with language; those have been resolved in the document. Motion to

1 of 2

FORT ATKINSON HISTORICAL SOCIETY'S BOARD MEETING

Thursday, January 16, 2020 4:00 pm

approve MOU with modifications discussed by J. McGowan, seconded by B. Cheek.
Motion approved.

12. Project and Facility Updates:

- Working with PerMar to complete security camera updates. The project is nearly done after delays caused by parts ordering and technician scheduling.
- Staff has been cleaning out museum non-collections storage spaces. We had two unused display cases, which were offered to other local Historical Societies. One is going to Hebron, the other to Jefferson. They will arrange moving them.
- National Dairy Shrine has also been doing updates. They have removed pictures of champion cows, and will replace them with artifacts. Some panels and wood beams were moved, requiring plaster replacement.
- WIFI project will start when camera project is done. We have accepted a bid from a company out of Hartland.

13. Upcoming Meeting Dates:

Development Committee: Thursday, February 6th at 4:00 p.m.

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

14. Items for Agenda for Next Meeting: none

15. Announcements: Question? When is the annual meeting? It is scheduled for Thursday, February 27. Invitations will be sent next week. The speaker will be Dr. Kimberly Nath of UW-WW, who will speak on Suffrage. Bon Ton is catering, Paddy's is providing desserts.

16. Adjourn: Motion to adjourn at 4:17 by D. Jones, seconded S. Johnson.

8-C

CITY OF FORT ATKINSON
Economic Development Commission Minutes ~ February 25, 2020

CALL TO ORDER

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

ROLL CALL

Commissioners: Margaret Bare, Scott Housley, James Nelson, Mark McGlynn, Jonah Ralston, Councilmember Paul Kotz, Ex-officio member Carrie Chisholm and Ex-officio member Matt Trebatoski. Bill Camplin arrived at 8:24 am.

APPROVAL OF MINUTES OF JULY 30, 2019 COMMISSION MEETING AND SEPTEMBER 6, 2019 ECONOMIC DEVELOPMENT FUND SUBCOMMITTEE MEETING

Nelson moved, seconded by McGlynn and the minutes were approved without changes.

UPDATE ON APPLICATION FOR GRANTS TO CREATE AN ECONOMIC DEVELOPMENT FUND

Manager Trebatoski reviewed the memo provided and timeline of the application to date. A subcommittee was created and had reviewed and created grant options. The program is hoping to kick off June 1st following successful award from the WEDC.

REVIEW AND APPROVE REIMBURSEMENT FOR INSTALLATION OF FIBER INTERNET IN KLEMENT BUSINESS PARK

Manager Trebatoski provided information on the request for improved internet service. Mark McGlynn spoke on their current internet and proposed connections.

McGlynn moved, seconded by Ralston to provide authorization for Staff to continue discussions with options to pursue connections with internet providers up to \$28,000. Camplin abstained as he was not present for the entire conversation.

DISCUSS LAND PURCHASED BY THE CITY FOR RESIDENTIAL DEVELOPMENT

Manager Trebatoski reviewed the land purchased off Banker Road by the City Council. Bill Camplin spoke on the interest of the Heart of the City and their hopes to see economical and sustainable development.

ADJOURN TO CLOSED SESSION AFTER REGULAR MEETING PURSUANT TO SECTION 19.85(1)(e), WISCONSIN STATUTES, TO CONSIDER SALE OF PROPERTY

Nelson moved, second by Camplin to adjourn to closed session after regular meeting pursuant to section 19.85(1)(e), Wisconsin Statutes, to consider sale of property. Motion carried unanimously.

ADJOURNMENT

Bare moved, McGlynn seconded to adjourn. Meeting adjourned 9:19 am.

Respectfully submitted,
Michelle Ebbert
City Clerk/Treasurer

1 8 1



9-a.

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 27, 2020

TO: City Manager & City Council

FROM: Scott Lastusky, Parks & Rec. Director & Brett Kettermann, Youth Director

SUBJECT & REQUEST: Contract Approval with American Ramp Company (ARC)
for Wheels Park Construction Documents and Installation of Wheels Park

Background: It has been over a dozen years since the City of Fort has prepped for the construction of a skatepark – first with placing \$25,000 in the 5th year of Capital Outlay as seed money, later hiring a company for design services and transitioning to a Wheels Park (skateboards AND scooters/BMX bicycles), then approving the Ralph Park location and the fundraising process, now to approve a final design update and contract for construction documents and installation by American Ramp Company (ARC).

During the design process, ARC had two meetings with local youth and adults to hear the needs and interests of our area's skaters and later to review and update the design created. It was during this process that the high number of area scooter users and bikers led to the updated concept. Additional surveys of high school students and middle school students reinforced the multi-use concept and their overall interest. There was a delay to find a fundraising leader and then a re-start when the leader prepared a move out of state. From there, the Fort Atkinson Community Foundation committed a \$150,000 challenge grant and long-time community supporter, Joel Winn, teamed with the Parks & Rec. Director to create a fundraising duo and raised over \$135,000 to reach the match. In all, \$308,966.17 was fundraised and \$10,000 of in-kind donations were added.

Originally, the City was planning to purchase pre-cast concrete features from ARC's Joplin, MO facility and match with some flatwork concrete. The fundraising success allowed for poured-on-site concrete (shotcrete) for all challenge features which is the preferred method of skate/wheels park supporters. Fort Parks and Recreation, nor local contractors, are experienced in this method of construction. ARC offers this construction service and has recently completed similar size projects in Florida, Colorado and Connecticut. A contract for construction documents (that is reviewed by the City) and construction/installation completed by ARC (and is overseen by the City) for a total cost of \$285,000, plus \$5,000 of in-kind services/materials from Hausz Bros. is set for Council approval. The contract was reviewed by Parks & Recreation, the City Manager and City Attorney. All of the city's recommendations were approved by the contractor and are shown on the current contract proposal.

If approved, the process for construction documents take up to 30 days and the installation process involves 60 days – weather permitting. A mid-June opening is still on schedule.

If the financial terms of the contract are not modified by City Council, the City would then have \$30,576.63 of fundraised dollars remaining, along with up to \$25,000 of original City of Fort Park Development funds to complete an entry plaza that would include a drinking fountain, unique shade structure, seating, bike rack, donor recognition and other signage – to be completed by Fort Parks & Recreation and local contractors. Also, those funds allow our purchase of a builders risk insurance policy through the City's EMC insurance representative. It is unlikely that the full portion of the Park Development funds would be used on these projects, unless a change order was warranted.

1 of 11

Discussion: ARC would complete a bid process for concrete, concrete-related needs and gravel. ARC encourages area contractors to participate in this process, but Fort Atkinson is not home to a concrete company and several other potential contractors are located just outside of the city. All rental equipment needed will come from area business. ARC provides the labor for the Wheels Park portion only. ARC will pay all of the suppliers, contractors, rental needs and all expenses related to the Wheels Park portion of the contract as outlined. The \$285,000 total payment to ARC will not be exceeded unless the City would agree to a change order.

For the entry plaza, the City will utilize an area plumber, concrete company, gravel, signage and supplies will also come from area contractors. Expenses in the entry plaza will be paid by the City of Fort Atkinson.

The approximate 5,800 square foot Wheels Park will be constructed of concrete with steel coping & railings, with poured-on-site concrete as the preferred method by the national skate community leaders. It is designed with three distinct areas to best inspire bikers (mainly the open bowl), skaters (on the raised street scape area) and beginners/scooters (on the low height challenges just off of the entry plaza). Concrete is a more quiet form of skating vs. the older methods of metal ramps that create a drum-like sound and get extremely hot. The sound reduction is best for neighbors, other park users and the skaters/bikers, as well. Ralph Park has begun the transition into a youth park as adult softball play slows. Youth baseball & softball already play at this facility and will increase in the future. Ralph Park also has the space to potentially add other youth features in the future.

Currently, it appears the potential conversion of the rail line toward Ralph Park into a pedestrian trail has slowed. It is disappointing for connecting the city in a better way, but most traffic reaching features at Rock River Park, Memorial Park and Jones Park are still completed via automobiles – regardless of the transportation options available. Our surveys included how users would reach our facilities and all had methods listed to reach Ralph Park.

The construction is warranted for 1 year. Maintenance costs in the future would involve the metal coping and railings that users grind. Reducing rust annually with relatively simple maintenance will improve longevity. Small concrete chips may occur over time and repairs can be completed locally. Concrete and steel are the two main components and are durable when installed correctly. The option to have a skate-related company perform regular maintenance is available, but isn't often done. The life expectancy of a concrete park is 20 years, but could be extended with excellent construction, regular maintenance and favorable weather and drainage. An in-kind donation of drain tiling will assist in taking the water that sheets across the concrete away from the skating/biking structure.

Financial Analysis: Simply stated, no tax payer dollars will be utilized in the design, construction documents and construction of the Wheels Park portion (\$285,000, plus \$5,000 of in-kind donation). Approximately 75% of the entry plaza project would be funded through the remaining donations (\$30,576.63, plus an in-kind donation). Park Development funds, up to \$25,000, will be used as needed to assist in the completion of the entry plaza and these funds are derived from local land development and are earmarked to assist in new park opportunities for our citizens.

Maintenance costs should be minimal for a substantial number of years. Nearing 20 years the City would need to assess the value in rehabbing the facility.

Staff Recommendation: After several cities confirmed excellent working relationships and contractor expertise with ARC for concrete skate/wheels (and Lastusky is viewing/meeting with city officials at a new ARC skatepark in Holmes Beach, FL on Feb. 28 for additional confirmation) and with financing secured through a successful fundraising campaign and utilizing the best construction methods desired for this type of facility – Fort Parks & Recreation's staff recommends approval of the proposed contract with American Ramp Company (ARC) to construct Fort Atkinson's Wheels Park.



DESIGN-BUILD AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2020, by and between the City of Fort Atkinson, WI (hereinafter called "**OWNER**"), whose principal office is located at _____, and American Ramp Company, (hereinafter called "**CONTRACTOR**"), whose principal office is located at 601 S. McKinley Ave, Joplin, MO 64801.

PROJECT: Fort Atkinson Wheels Park

LOCATION: Fort Atkinson, WI

PROJECT NUMBER: _____

WITNESSETH:

For value received, CONTRACTOR and OWNER agree as follows:

ARTICLE 1 DESCRIPTION OF WORK

1.1 The CONTRACTOR hereby covenants and agrees with the OWNER that he will well and faithfully construct the project in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications, drawings, and general conditions relating to the project, and will well and faithfully comply with and perform each and every obligation imposed upon him by said documents.

1.2 DESIGN: Finalize Conceptual Design and necessary Construction Documents

1.3 CONSTRUCTION: Skate park structure as determined by design meetings, conceptual and construction documents. Scope of work is limited to the footprint of the skate park as included as Exhibits to this contract as follows:

- Exhibit A – Scope of Work

ARTICLE 2 CONTRACT AMOUNT

2.1 OWNER agrees to pay CONTRACTOR the sum of **two hundred eighty-five thousand dollars (\$285,000.00)**, plus any applicable taxes, subject to additions and deductions for changes as may be agreed upon in writing. The dollar amount is in addition to a \$5,000 in-kind credit from a single local contractor. CONTRACTOR may bill his work progressively based on quantities installed.

2.2 All portions of this contract will be billed in progress billings to be submitted to the OWNER by the CONTRACTOR based on the following milestones:

- 10% At Signing of Contract
- 40% Upon Completion of Layout
- 25% Upon Completion of Specialty Work

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25% Upon Completion of Flatwork

All progress billings are due in full within 25 days of receipt of invoice from CONTRACTOR.

2.3 Execution of any Attachments and/or Add Alternates will be bound by all terms and conditions of the Agreement. If any changes are determined necessary, ARC will issue a change request to the owner for approval prior to performing work.

2.4 "Completion of the Project" shall be deemed the earlier of 1.) the date Owner executes Contractor's punch-list/sign-off sheet; or 2.) The date the Owner opens the Project to the public for permanent use.

ARTICLE 3 INSURANCE AND INDEMNITY

3.1 CONTRACTOR shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement: Both (1) Comprehensive General Liability and (2) Comprehensive Automobile Liability Insurance covering liabilities for property damage and bodily injury, including death, at the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Contractor must maintain Workers Compensation with the limits required by federal and state law and Employer's Liability Insurance of not less than \$1,000,000 per accident for injury and \$1,000,000 per employee for disease with a \$1,000,000 disease policy limit.

3.2 CONTRACTOR agrees to indemnify and hold harmless OWNER from any and all claims, loss, or expense of every kind whatsoever which may arise from CONTRACTOR's negligent acts or omissions or breach of its obligations hereunder. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, loss, or expense of every kind whatsoever which may arise from OWNER's negligent acts or omissions or breach of its obligations hereunder.

3.3 OWNER shall maintain builder's risk property insurance respecting the Property in an amount equal to the full insurable value thereof and the risk of casualty loss or damage to the Property shall be borne by OWNER. If a casualty loss occurs during construction, this Contract shall terminate and CONTRACTOR shall be paid in full for all work performed and materials provided unless loss is caused by negligence of the CONTRACTOR. The parties may then enter into a new contract to cover the repair, reconstruction and completion of the property if necessary. We are reviewing with our insurance carrier.

ARTICLE 4 CONTRACTOR'S AND OWNER'S RESPONSIBILITIES

4.1 No variation of this agreement will be recognized unless such change has been approved in writing

4.2 CONTRACTOR may assign or transfer this Agreement or any part thereof or amounts due or to become due hereunder with the written consent of OWNER, which shall not be unreasonably withheld. OWNER understands that CONTRACTOR may subcontract the installation portion of this Agreement using independent Subcontractors without the consent of OWNER.

4.3 CONTRACTOR will in no way be liable for delays in the completion of the Project which are reasonably beyond the control of CONTRACTOR, including but not limited to: Acts of God, labor strikes, shortage of materials, shipping delays or actions attributable to the Purchaser. However, a reasonable construction completion date for City of Fort Atkinson planning is needed, and the expectation of project completion is approximately 100 days from contract date signing

4.4 After the final inspection and completion of the Project, all repair/replacement issues regarding the Project and the materials shall be determined under the terms set forth in CONTRACTOR's standard warranty.

4.5 During construction the entire job site is considered hazardous. Before, during and after construction, CONTRACTOR is responsible for securing the job site. CONTRACTOR is responsible for barricading the premises and warning persons of the dangers at the jobsite. Under no circumstances may the skatepark be skated or ridden until final completion of the Project. OWNER will not be held liable for and CONTRACTOR shall hold OWNER harmless from any accidents that occur because ramps/rails were used before the Project was complete unless accidents are caused by negligence of the OWNER.

4.6 Both during construction and after completion, CONTRACTOR shall not be held liable for damages beyond its control including but not limited to: noise generated from the Project, before and after final completion, not including construction related noise, location choice, graffiti, injuries, additional expenses incurred by Purchaser, zoning issues, etc.

4.7 Building permits and other local licenses that are required for the Project are the sole responsibility of the OWNER. If CONTRACTOR is required to purchase these licenses, such costs will be billed to the OWNER and added to the contract price hereunder.3

4.8 All materials and workmanship are to conform to the contract drawings, details and specifications and the owner's Standards for Construction.

ARTICLE 5 MISCELLANEOUS

5.1 The persons signing this Agreement warrant that they are duly authorized to sign on behalf of their respective parties and to bind their respective parties hereto. This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors and assigns. No waiver of any provision of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

5.2 The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed, in writing, with the other party to the Contract. The request may be made concurrently with the submission of such Claim to a court of competent jurisdiction, as provided in the paragraph below, but, in such event, mediation shall proceed in advance of such legal proceedings, which shall be stayed pending mediation for a period of 60 days from the date of submission, unless stayed for a longer period by agreement of the parties or court order.

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5.3 Claims, disputes or other matters in question between the parties arising out of or relating to this Contract and which cannot be resolved by mediation, as provided in above paragraph, shall be governed by Wisconsin law and shall be determined exclusively in the Courts of Jefferson County, Wisconsin without regard to its conflicts of law provisions. The prevailing party shall be entitled in any such action to recover its reasonable attorney's fees and legal expenses from the other party.

5.4 This agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

Firm: _____

Authorized Signature: _____

Name Print: _____

Date Executed: _____

CONTRACTOR:

Firm: American Ramp Company

Authorized Signature: _____

Name Print: _____

Date Executed: _____

****** NOTE -- EXHIBIT A, WHICH DESCRIBES THE WORK TO BE PERFORMED,
ATTACHED TO THIS AGREEMENT. ******

SCOPE OF WORK

TASK 1.0- DESIGN DEVELOPMENT AND CONSTRUCTION DRAWINGS

1.1 Design Development Review Meeting (PHONE CONFERENCE)

- Review with City staff current concept plan and results of past community meetings.
- Review/discussion of design development, project budget, schedule & phasing options.

1.2 Revised Cost Estimate

- Revise cost estimate based on revisions to concept design.
- Revise opinion of construction costs for landscaping and site improvements.

1.3 City Staff Meeting (PHONE CONFERENCE)

- Review / discussion of design development, project budget, schedule & phasing options.

1.4 Existing Conditions/ Demo Plan

- Show relevant existing site amenities and identify items to be marked for removal or salvage.
- Identify items/ materials/ vegetation to be removed or salvaged by keynote referenced on legend.

1.5 Site Plan/ Layout Plan

- Provide location of skate park perimeter and skating elements using horizontal coordinate curve data and/or horizontal dimensioning.

1.6 Grading & Drainage/ Utility Plan

- Show vertical spot elevations of skate park surfaces and adjacent park elements.
- Location and sizing of necessary drainage structures, sizing and location of pipe daylight, invert and finish grades of drains.

1.7 Materials Plan

- Identify materials types, colors, slab thickness, metal size & types to be located within the skate park.
- Reference all relevant construction details, cross sections, and manufactures specifications.

1.8 Sections/ Elevation Plan

- Show vertical cross sections sufficient to relay all sculptural and geometric elements within the skate park design.
- Show vertical relations of skate park perimeter to adjacent grades, berms, buffers & landscaping areas.
- Provide keynote legend depicting section cuts in plan view.

- Show horizontal and vertical dimensions on cross sections.

1.9 Skate Park Jointing Plan

- Identify location of all concrete control joints, sawcut joints, expansion joints, and cold joints.

1.10 Construction Details

- Provide sufficient construction detailing for the construction of the skate park.
- Provide all proposed manufactures details / specifications.

Task 1.0 Deliverables:

- Original construction drawings in PDF format.

TASK 2.0- CONSTRUCTION PHASE

2.1 CUSTOMER PROVIDES*:

- Geotechnical Report – If a current geo-technical report is available, it shall be the responsibility of the Client to provide ARC with the report (if applicable) prepared specifically for the project site. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid and no corrections or updates need to be prepared for the report. The letter shall be dated within 30 days of ARC's receipt of the Geotechnical report. The report shall be completed and sealed by a Geotechnical Engineer registered in the state where the project site is located. At a minimum the report is to include the following; vicinity map of the project limits, plot plan/aerial showing location of borings, detailed description of the findings and recommendations, a detailed report of the laboratory tests performed, and an executive summary stating general findings and recommendations.
- Survey and Mapping – The Client shall provide ARC with a current survey locating all above and belowground utilities, appurtenances, structures, and easements. *The survey shall be in digital format that can easily be used with AutoCAD software.
- In-Kind Donations – The Client will provide ARC with one in-kind donations: \$5,000 from the local gravel company (Hausz Bros.) for ARC to use on the project.
- Sufficient water, light, and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.
- Site security (any vandalism or destruction that should occur from insufficient security shall be the responsibility of the client.
- All necessary site information including topography, site surveying, and elevations.
- Owner to provide prepping of the site to meet any recommendations from Geotech report, testing, inspections, etc.
- Drainage

2.2 INCLUDES*:

- All labor, construction project management, supplies, tools, materials, and equipment required per scope of work

- Site staking and layout
- Rough grading
- Fine grading
- Cutting and shaping grades within skate park footprint
- Installation of rebar
- Install and finish shotcrete
- Concrete flatwork
- Concrete ledges, steps, and turndown walls
- Expansion joints, saw cuts and cold joints
- Pipe coping, edgings, and rails
- Park sealing

2.2 EXCLUDES*:

- Erosion and sediment control
- Soil remediation
- Trench walls to tap into drainage
- Drainage
- Stabilized construction entrance
- Vehicle terrain control
- Traffic control/flaggers
- Water, light and electrical power within 100 feet of work areas. Customer to provide temporary utilities if none are available onsite
- Landscaping, site and turf restoration post skate park construction
- Sidewalks/walkways and site amenities of any Kind
- Retaining walls
- Fencing of any kind
- Permits and fees
- Site testing and inspections: standard proctor/density testing, onsite concrete cylinders, engineering, surveying, or testing services. Customer provides.
- Union wages or taxes including prevailing wage and Davis-Bacon
- Utility, mechanical, electrical, plumbing work, relocation or repairs of any kind
- Any surface treatments other than the agreed upon color and concrete upgrades (marble, granite, tinting, staining, acid etching, decorative finish, etc.)
- Any landscaping
- Toxic or hazardous material handling or removal
- Pedestrian protection, walkways, dust protection, temporary enclosures, protection of work or adjacent items
- Soil treatment, termite treatment, landscaping, or reseeding
- Dewatering, silt fence, soil stabilization, erosion control, street cleaning, and traffic control
- Removal and/or replanting of any trees or shrubs or protection of trees and shrubs
- Any permits unless specifically indicated above
- Any work not specifically indicated above
- Bonding

******All items above can be provided for an additional fee.**

Task 2.0 Deliverables:

- Fully constructed skate park



9-b

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 19, 2020

TO: Economic Development Commission
FROM: Matt Trebatoski, City Manager
SUBJECT: Economic Development Fund Update

At the July 30, 2019 Economic Development Commission (EDC) meeting, approval was given to create a subcommittee to design an economic development fund program that would meet the requirements of the Wisconsin Economic Development Corporation (WEDC) Capital Catalyst grant as well as the goals of the Community Foundation for a matching grant. EDC members willing to serve on the subcommittee included Paul Kotz, Jim Nelson, Bill Camplin and Jonah Ralston.

The subcommittee met on September 6, 2019 and decided the proposed economic development fund would be used to provide loans to new companies (less than 5 years old) for working capital, equipment and real estate. The Subcommittee then discussed eligibility requirements, eligible costs, the application process, a selection committee, and the criteria that would be used to approve funding and the amount and terms of the funding.

Over the next several months a manual was developed for the proposed Capital Catalyst Revolving Loan Fund Program. The program manual was sent out and reviewed by the subcommittee and revisions were made. Following final review of the program manual, grant applications were prepared. The applications were reviewed by the subcommittee and then submitted to WEDC and the Community Foundation earlier this month.

The review process for WEDC typically takes 6-8 weeks and the Community Foundation will review the request in April. If we are successful with both grants, the target start date for the new business loan program is June 1, 2020.

Attached is a copy of the loan manual, which explains the program in detail. Also included are copies of the grant applications submitted.

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City of Fort Atkinson
Capital Catalyst REVOLVING LOAN
FUND (CCRLF) MANUAL

AND

LENDING GUIDELINES

Prepared by:
City of Fort Atkinson Economic Development
Commission (EDC) and Jefferson County Economic
Development Consortium (JCEDC)

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SECTION 1. GENERAL PROVISIONS

1.1 PURPOSE

The purpose of the policies and procedures contained within this manual, hereafter referred to as the Capital Catalyst Revolving Loan Fund (CCRLF) Manual and Lending Guidelines, is to present the criteria governing the activities assisted with funds made available through the City of Fort Atkinson's CCRLF and to assist potential loan applicants seeking CCRLF funds for their projects. The City of Fort Atkinson (City) is the recipient of funds made available through WEDC and the Fort Atkinson Community Foundation; and will make loans to stimulate investment in the City.

1.2 OBJECTIVES

The goal of the CCRLF program is to encourage the startup of new businesses and the expansion of existing businesses less than five years old. The focus will be on assisting companies in industry sectors including, but not limited to advanced manufacturing, agriculture or food processing, information systems or software, medical devices, biosciences and energy.

Funds made available through the program are intended to perpetuate a positive and proactive business climate.

Activities assisted with program funds must address one or more of the following:

- (1) Encourage new private investment in the City of Fort Atkinson.
- (2) Support a diverse mix of employment opportunities and minimize seasonal or cyclical employment fluctuations.
- (3) Encourage the development and use of modern technologies that increase productivity and efficiency.
- (4) Support the elimination of blight and encourage urban redevelopment.

1.3 AMENDMENTS and MODIFICATIONS

The City may from time to time amend the provisions imposed by the policies and procedures contained within this CCRLF manual. Amendments may be subject to approval by the WEDC for initial lending changes.

SECTION 2. OVERSIGHT & ADMINISTRATION

2.1 PROGRAM IMPLEMENTATION AND OVERSIGHT

The City has designated the Economic Development Commission (EDC) as the entity authorized by the City Council, to manage loan generation, market the CCRLF program and provide guidance and assistance to potential program applicants. The City Manager is the CCRLF Administrator. The City Finance Department manages the financial accounting and reporting functions on outstanding loans. The City Attorney is responsible for creating all documents necessary to execute the loan, and is involved as needed on any actions necessary to remedy deficiencies or defaults. A Consultant may be hired to assist with program operations and management.

2.2 RESPONSIBLE PARTIES AND FUNCTIONS

- (1) The EDC has established a Loan Review Committee (the Committee), comprised of individuals who represent Community interests and have special expertise and knowledge of commercial lending and economic development processes. The Committee shall consist of not less than 3 members and not more than 5 members.
- (2) The Committee is authorized to review, select and recommend loan applications to the EDC for final approval. The Committee shall also have the authority to make policy recommendations for the administration of the program. The Committee will be assisted by a professional outside Consultant hired by and under the direction of the CCRLF Administrator.
- (3) The Consultant, will explain the Program to prospective applicants, provide written information, assist applicants in completing applications, and process requests for financing, as well as counsel or guide loan applicants to other more appropriate technical and financial resources when the loan applicant has needs beyond those available from the CCRLF program. The Consultant will evaluate all loan requests and advise of necessary next steps as needed, and inform applicants of timelines and costs associated with completing the loan.
- (4) The Consultant will periodically review Borrower financial statements and review and approve documentation of business expenditures financed with CCRLF proceeds. The Finance Department will maintain CCRLF accounting records and these will be segregated from other City accounts.
- (5) The City Attorney will prepare all loan agreements, promissory notes and mortgage or lien instruments. The City Attorney will record any/all CCRLF security instruments in accordance with loan documents
- (6) The Finance Department will be responsible for the maintenance of all other records for the CCRLF, particularly those related to the expenditures of the CCRLF monies for program administration purposes.

2.3 LOAN REVIEW COMMITTEE MEETINGS

Committee meetings will be held on an as-needed basis. Pursuant to Section 19.84, Wisconsin Statutes, all Committee members and the general public shall be given prior notice of each meeting. A majority

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of the Committee in attendance at a meeting constituting a quorum shall be required for official Committee action.

2.4 RECORD KEEPING

Written records of program activities, including CCRLF Committee meetings, loan applications, and related documents, will be maintained in appropriate files in the Finance Department offices. All files shall be maintained in a secure place with limited access by authorized personnel. The City Attorney will be consulted regarding compliance with state, county or City public records laws and records retention requirements.

The following files will be established and maintained for each loan recipient:

- (1) Loan Application File: This file contains all applications, business financial statements, personal financial statements, credit reports, business plan documents, and other supporting loan information submitted to the City including all applicable correspondence.
- (2) Loan Recommendation File: This file contains a summary of the analysis, recommended actions for the application, and a copy of the minutes from the EDC meeting summarizing the action taken on the loan request.
- (3) Loan Closing File: This file contains copies of all loan-closing documents. All legal documents from the loan closing, including security instruments, the note and other applicable correspondence. The Consultant will be involved in helping create and complete this file to ensure complete loan documentation. Copies of the loan closing documents and an amortization schedule will be provided to the loan recipient, along with an invoice, if applicable, for loan closing and servicing fees.
 - 1) "Tickler File" System: A tickler file system will be established and maintained to ensure that loan repayments, financial information, the loan agreement, UCC updates, and other time sensitive documentation requirements are tracked and obtained as required.
- (4) Site Visits. The Consultant may perform periodic site visits to each loan recipient, the scheduling of which depends on the nature of the project. A summary of the site visits will be placed in the file, particularly highlighting any information that can help in rating the overall condition/risk of the loan.
- (5) Repayment Monitoring: This file includes the loan amortization schedule, status of payments, and the outstanding balance of the loan. Observations suggesting concerns or problems will be reported to the EDC. Electronic automatic payments will be made from designated Borrower account to designated City account, on the date agreed-upon and documented in the Loan Closing documentation. This function will be performed by the Finance Department.
- (6) Loan Review: All loans will be reviewed at times as deemed necessary by the EDC. Items to review include: timeliness of payments; condition of collateral securing the loan and status of security documents (i.e. mortgages, UCC filings); overall financial condition of the business; the presence of material liens or lawsuits; and violations of loan covenants and suggested corrective actions as needed.

2.5 ADMINISTRATION COSTS

Reasonable administrative funds may be withdrawn from the CCRLF to cover personnel costs and other administrative expenses. Local funds may be used in situations when loan repayments are insufficient to

cover administrative costs. Administrative expenses of up to twenty (20) percent of program income may be used for direct loan administrative costs. In addition to paying costs for CCRLF administration, these funds may be used for the following:

- (a) Legal costs.
- (b) Consulting fees for credit analysis, business plan reviews and technical assistance.
- (c) Office supplies, copying, typing, mailing, and related costs.

To generate additional revenue to cover administrative costs, the EDC may establish loan origination fees, closing fees, servicing fees, and other fees associated with processing an application or servicing a loan. All fees collected will be deposited into the CCRLF.

SECTION 3. ELIGIBILITY & LENDING GUIDELINES

3.1 ELIGIBLE AREA

The CCRLF is open and available to eligible applicants looking to invest within the corporate limits of the City of Fort Atkinson.

3.2 ELIGIBLE APPLICANTS & PROJECT QUALIFICATIONS

- (1) Applicants must be named as an owner, sole proprietor, chief executive officer or other officer authorized by the business to enter into contracts with the City of Fort Atkinson on behalf of the business seeking assistance.
- (2) Eligible applicants will be representatives of legitimate for-profit businesses or proposed for-profit businesses (legitimate non-profit or proposed non-profit businesses or organizations meeting a program objective may also qualify), not engaging in the activities listed in section 3.4 of this document.
- (3) Applicants shall not be disqualified based on age, race, color, creed, religion, sex, national origin, ancestry, handicap, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., marital status, sexual orientation, or other form of discrimination prohibited by the laws of the State of Wisconsin or the United States of America.
- (4) Loan amounts requested must be consistent with the following criteria:
 - a. Loans cannot exceed 30% of total project costs;
 - b. Loans cannot exceed \$200,000.00.
- (5) Businesses cannot be over 5 years old; i.e., date of filing of articles of incorporation or date individuals adopted DBA will be used.
- (6) The cost of the application review will be shared on a 50/50 basis, with the City of Fort Atkinson paying 50% and the applicant paying 50%, up to a maximum of \$1,000 to be paid by the applicant. Additional fees may be charged if revisions are made to the loan package after the review is complete or if extensive administration of the loan is required due to project requirements.
- (7) Applicants with existing businesses will provide full financial information for three (3) years prior to the application date and financial projections for the next three (3) years. Applicants seeking assistance for proposed new businesses will provide personal financial information for three (3) years prior to the application date and financial projections for the next three years.
- (8) Applicants must provide a description of the property and proof of ownership, if presently owned, to be used as collateral to secure the financing sought.

- (9) Applicants must enter into an Authorization Agreement for Automated Debits/Deposits.
- (10) In cases where the CCRLF does not have sufficient loan funds available to meet the gap financing need of the project, the Consultant may work to identify other alternatives to close the financing gap.

These may include, but are not limited to:

- a. Wisconsin Economic Development Corporation (WEDC) Funds
- b. Other Municipal Revolving Loan Funds
- c. Industrial Revenue Bonds
- d. CDBG, Economic Development Grants, State of WI

3.3 ELIGIBLE USES

Program loans shall generally provide gap financing for eligible projects that will result in investment within the City of Fort Atkinson. Gap financing may be used for the following activities:

- (1) Working capital for inventory and/or other overhead expenses necessary to support the project
- (2) Purchase/installation of equipment essential to business operations
- (3) The acquisition of land, buildings, and fixed equipment.

3.4 INELIGIBLE USES/USERS

Program funds shall not be available to certain applicants or for the activities as described below:

- (1) Refinancing or consolidating of existing debt.
- (2) Specialized equipment that is not essential to the business operation.
- (3) Residential building construction or reconstruction (unless mixed use development/redevelopment with at least 75% business operation; or such reconstruction is intended to convert the building to a business or industrial operation).
- (4) Routine maintenance projects.
- (5) Professional services such as feasibility and marketing studies, accounting, management services, and other similar services. Legal services incurred in the closing of a CCRLF loan are an eligible use.
- (6) Land/property/stocks deemed to be speculative investments or similar companies.
- (7) Real estate investment companies.
- (8) Lending institutions.
- (9) Gambling operations.
- (10) Any expenditure related to the project but occurring prior to the loan application being approved by the EDC.
- (11) Members of the City Council, EDC, Loan Review Committee or any other City official, employee, or agent who exercises decision-making functions or responsibilities in connection with the implementation of this program.
- (12) Loans that are in conflict with Section 946.13 of the Wisconsin Statutes (Private Interest in Public Contract Prohibited). The Committee reserves the right to identify other ineligible uses for the program.
- (13) Applicants with outstanding property tax or other City liabilities are ineligible.

3.5 MINIMUM PROJECT REQUIREMENTS

To be eligible for funding, a proposed project must meet all of the following minimum requirements:

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- (1) Private Funds Leveraged. The applicant must have a minimum 10% infusion of cash in private funds towards the proposed total project costs associated with this loan request.
- (2) Financial Feasibility and Business Viability. The applicant must demonstrate that the proposed project is viable and the business will have the economic ability to repay the funds.
- (3) Project Completion. Projects shall be completed within 12 months from the date of the loan approval. Extensions may be approved by the Loan Review Committee.

SECTION 4. LOAN REVIEW, TERMS AND CONDITIONS

4.1 LOAN REVIEW

Once all information is received by the EDC, a meeting of the Committee will be arranged. The applicant(s) will be required to attend this meeting. The Committee is responsible for reviewing and making recommendations for approval to the EDC. Meetings of the Committee are scheduled as needed.

The Committee may request additional information and a second meeting may be needed prior to a recommendation to the EDC.

Committee meetings are subject to the Wisconsin Open Meetings law which requires at least 24 hours public notice prior to the meeting. The discussions of the Committee may be conducted in closed session at the discretion of the Committee pursuant to s.19.85 (1) (e) Wis. Stats. The EDC may also adjourn to closed session when reviewing and discussing financial matters as they relate to a loan request.

4.2 TERMS AND CONDITIONS

Once approved by the EDC, the City attorney will prepare the loan documents required for the individual loan. These documents may include, but are not limited to, the following:

- (1) Real estate mortgage;
- (2) Assignment of land contract;
- (3) Term loan agreement;
- (4) General Security Agreement;
- (5) UCC Filing with Secretary of State;
- (6) General Business Agreement;
- (7) Personal Guarantee;
- (8) Authorization Agreement for Automated Debits/Deposits
- (9) Any other documents deemed necessary by the City Attorney.

The EDC reserves the right to set all of the other terms of the loan. The Term Loan Agreement will spell out all of the guidelines of the loan; define default and the consequences of such action. The Agreement will enumerate how the funds will be expended and the required bookkeeping system for the loan recipient.

The applicant must agree that he/she will not discriminate against any employee, applicant for employment, supplier or contractor due to age, race, color, creed, religion, sex, national origin, ancestry, handicap, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., marital status, sexual orientation, or other form of employment discrimination prohibited by the laws of the State of Wisconsin or the United States of America.

Loan terms and conditions will be structured on need and ability to repay. The Committee and the EDC will determine loan terms and interest rates on an individual basis. Unless the Committee and EDC determine otherwise, there will be two interest rates available to applicants. Borrowers who start repayments immediately following the loan closure will pay two percent (2%) for the entire amortization of the loan. Borrowers

choosing to defer payments of principal and interest for six-months will pay four percent (4%) for the entire amortization period of the loan.

The length of the amortization schedule will be determined by the Committee/EDC in conjunction with the applicant, and is dependent upon the amount of the loan and the type of project assisted.

Minimum standards shall include the following:

- (1) Loan Amount. Loan amounts are subject to the availability of program funds. No loan request exceeding 30% of total project costs will be considered.
- (2) Interest Rate. The interest rate will be established by the Committee and EDC.
- (3) Terms for Loans.
 - (a) Working capital loans shall have a maximum term of seven years.
 - (b) Loans for machinery, equipment and fixtures shall have a maximum term of ten years.
 - (c) Real estate loans shall have a maximum term of 15 years.
 - (d) Loans shall not have a term longer than the terms of the other private financing in the project.
- (4) Period of Payment. Terms may include longer amortization schedules with balloon payments. Amortization schedules will be set up for monthly payments.
- (5) Repayment. Payment of interest and/or principal may be deferred during the implementation period of the assisted activity if merited in the loan application. Interest may accrue during the deferment period and may be paid in full or added to the principal amount of the loan. Following the deferral period, interest and principal shall be paid for the remaining term of the loan.
- (6) Prepayment. There shall be no prepayment penalties.
- (7) Collateral. The City of Fort Atkinson will have the first or second position on assets securing the loan to ensure that CCRLF loans are adequately protected.

4.3 DEFAULT PROCEDURES:

In the event of a default or a pending default, the EDC will notify the loan recipient in writing of a deficiency and the subsequent actions to be taken should the payment not be made within a specified time frame. Late payments and default situations will be set forth in the Borrower's promissory or business note. All payments received from applicant shall be applied first to accrued late payment penalties, then to interest accrued, and then to principal.

If an applicant anticipates or is experiencing problems with meeting reporting criteria and/or experiencing other operational problems impacting the ability to meet loan criteria, the Borrower shall contact the City and the Consultant and EDC may work with the borrower to identify actions necessary to correct the identified problems or deficiencies.

Should the routine loan review process reveal evidence of problems during the loan period that may place the loan at risk of default, the account shall be turned over to the City Attorney to initiate legal actions necessary to protect the loan and to ensure the maximum repayment of the balance due. If necessary, the City Attorney will initiate foreclosure proceedings or take other legal action deemed

necessary to protect the City's interests.

SECTION 5. APPLICATION PROCEDURES

5.1 DISCUSSION OF REQUIREMENTS

Prior to submitting an application, the applicant shall discuss the program with the CCRLF Consultant. The Consultant will assist the applicant, as is reasonably necessary in completing the application. All financial information shall be kept in a secured place with limited access by authorized personnel only.

5.2 TIMING

Applications may be submitted at any time during the calendar year. The process to approve a loan application includes a meeting with the loan review committee which will occur within one month of submission of all documentation necessary for the committee to make a determination. If an application is recommended for approval, the Committee will forward the application to the EDC for approval.

5.3 PRIORITY

Applications will be reviewed in the order received and based on readiness for the proposed project to proceed. In the event that multiple loan fund requests exceed available funds, the following criteria will be used to determine applicant priority:

- (1) Eligibility of the applicants.
- (2) Eligibility of the project to be undertaken.
- (3) The extent to which private funds are to be leveraged.
- (4) The extent to which the loan can be secured.
- (5) Evidence of ability to repay the loan.
- (6) Size of the loan requested.
- (7) Timing of the proposed expenditures.
- (8) Completeness of application.
- (9) Other factors as deemed appropriate.

5.4 LOAN APPLICATION

Applicants shall submit an application using the CCRLF form. Applicants shall adhere to the requirements set forth in Section 3 of this manual, in addition to any other requirements established by the Committee or the EDC.

5.5 REVIEW PROCESS

Specific steps in the review process include the following:

- (1) Preliminary Review. The CCRLF Consultant will review the application for completeness and verify that the proposed project meets the minimum requirements. If the application is not complete, the Consultant will inform the applicant of the deficiencies.
- (2) Formal Review. The Loan Review Committee will meet to review an application within 30 days of the receipt of a completed application or at some other predetermined schedule. Once the review is completed and the proposal is deemed appropriate for funding, the Committee will forward the proposal to the EDC for approval.
- (3) Notice of Award. If the application is approved, a closing date will be scheduled to execute the necessary loan documents.
- (4) Rejection of Award. If the application is not approved, the Consultant will send a letter to the applicant

stating the reasons for rejection and offer to meet with the applicant to explore ways to strengthen the loan request or to identify alternative funding sources.

SECTION 6. DISTRIBUTION OF FUNDS

6.1 LOAN PROCEDURES

Prior to releasing funds, the following documentation must be in place or provided at the appropriate time during the term of the loan.

- (1) Notice of Award. The EDC must review and approve a complete application for an eligible applicant.
- (2) Loan Agreement. The City Attorney will cause preparation of a loan agreement, which shall be executed by the City Manager and the Chief Executive Officer or authorized representative of the business.
- (3) Promissory Note. A promissory note shall be prepared and signed by the Chief Executive Officer of the business at the time of loan closing. The note must be dated; it must reference the agreement between the City and the business; and it must specify the amount and terms of the loan funds delivered.
- (4) Security. Mortgage or lien instruments or personal guarantees provided as security for all loans shall be prepared and executed at the time of the loan closing. The City Attorney shall record the instrument and place a copy in the project file to include:
 - (a) Mortgage and/or security agreement.
 - (b) UCC searches and filing.
 - (c) Guarantee agreement.
 - (d) Title insurance or Abstract.
 - (e) Assignment of Life Insurance.
 - (f) Casualty Insurance binder.
 - (g) Personal guarantee.
 - (h) Other documentation as may be appropriate.
- (5) Repayment Schedule. A loan repayment or amortization schedule will be prepared by the Consultant after the loan proceeds are fully disbursed. The repayment schedule shall be dated and signed by both the City and the Chief Executive Officer of the business. At that time, the repayment schedule shall be attached to both parties' copies of the agreement.
- (6) Evidence of Permits, etc. Documentation must be provided by the applicant that all necessary permits, licenses, and any other registrations required have been obtained by the applicant prior to the release of program funds.
- (7) Evidence of Program Expenditures. Documentation must be provided by the business to evidence program expenditures. Documentation shall include bills and invoices or receipts for materials, final bills of sale or canceled checks. All documentation shall be reviewed and approved by the Consultant.
- (8) Fixed Equipment. The Consultant will verify the installation of fixed equipment.

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- (9) Other Documentation. As appropriate or necessary, the applicant may be asked to provide the following:

- (a) A certificate of status from the Department of Financial Institutions.
- (b) The Articles of Incorporation and by-laws.
- (c) A Board or Corporate resolution authorizing the borrowing of funds and a Secretary's certificate.
- (d) Current financial statements.
- (e) Evidence of having secured other funds necessary for the project.
- (f) An Environmental Assessment for real estate loans which may either be a Phase I, II, or III analysis, depending on the environmental condition of the site.

With the above documentation in place, the Consultant and City Attorney will schedule a loan closing. All documents will be executed before funds are disbursed, and mortgages and UCC Statements shall be recorded with the Register of Deeds and the Secretary of State.

SECTION 7. POST APPROVAL REQUIREMENTS

7.1 OBLIGATION OF LOAN RECIPIENT

In addition to the terms and conditions of the loan, Borrowers shall agree to comply with the following. Refusal to comply with any of these could place the loan in default. Borrower shall:

- (1) Not discriminate on the basis of age, race, color, creed, religion, sex, national origin, ancestry, handicap, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., marital status, sexual orientation, or other basis prohibited by the laws of the State of Wisconsin or the United States of America in any employment or construction activity related to the use of the business loan funds.
- (2) Use loan proceeds in accordance with the loan agreement.
- (3) Permit inspections by persons authorized by the City of all projects and properties assisted with loan funds.
- (4) Maintain records on the project as may be requested by the City. These files shall be maintained as long as the loan is active or for at least three (3) years after completion of the work for which the loan has been obtained, whichever is longer.
- (5) Maintain fire and extended coverage insurance on the project property required during the term of the loan. City of Fort Atkinson shall be listed as Loss Payee, Mortgagee, or "additional" insured on the policy if loan proceeds were used to purchase items covered by insurance. Term life insurance may be required of the applicant to cover the loan balance through the life of the loan.
- (6) Abide by all federal, state and city laws, when applicable.

SECTION 8. PERFORMANCE MONITORING

8.1 DEFAULT

In the event the business is in default on any of the terms and conditions of the loan agreement, all sums due and owing, including penalties, shall, at The City's/EDC's option, become immediately due and payable. To exercise this option, the City/EDC will prepare a written notice to the business. The notice will specify the following:

- (a) The default.
- (b) The action required to cure the default.
- (c) A date, not less than thirty (30) days from the date of the notice, by which the default must be cured to avoid foreclosure or other collective action.
- (d) Any penalties incurred as a result of the default.

SECTION 9. USE OF LOAN REPAYMENTS AND REPORTING

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9.1 CCRLF PROGRAM

Repaid loans will be re-deposited into the CCRLF account and used in a manner consistent with the policies and procedures manual. A separate accounting record for each loan will be kept to account for all funds loaned. The CCRLF account will be audited on an annual basis and the Finance Department will provide reports at times and on forms as required by the funding streams.

SECTION 10. LOAN SERVICING

10.1 MONITORING

The CCRLF Consultant will monitor each loan to ensure compliance with the loan terms and conditions and to monitor the financial health of the business to ensure continued repayment of the loan. The monitoring will also ensure that all recordkeeping requirements are met particularly in regard to job creation and expenditures of matching funds.

A loan servicing file shall be established and maintained for each loan recipient that includes all written correspondence; a record of important telephone conversations; a list of applicable loan covenants; certificates of insurance for builder's risk, property-casualty, and life insurance, as applicable.

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Fort Atkinson Community Foundation

244 N. Main Street

Fort Atkinson, WI 53538

facf@fortfoundation.org

www.fortfoundation.org

(920) 563-3210

COMMUNITY GRANT REQUEST FORM

1. Name, address and telephone number of entity of requesting funds.

City of Fort Atkinson
101 N. Main Street
Fort Atkinson, WI 53538
920-563-7760

2. Describe the entity (legal composition, directors and staff, purpose, history).

Municipal Government – City Council/Manager form of government with five (5) elected Councilpersons. The current City Council is as follows: Pres. Paul Kotz, Pres. Pro-Tem. Mason Becker, Cm. Jude Hartwick, Cm. Bruce Johnson and Cm. Chris Scherer. The City Manager is Matt Trebatoski.

Economic Development Commission: Bill Camplin, James Nelson, Scott Housley, Jonah Ralston, Margaret Bare, Mark McGlynn, Paul Kotz, Carrie Chisholm and Matt Trebatoski.

3. Is your organization classified as a 501(c)3?

No. Tax ID# 39-6005451

4. If no, what is your IRS classification?

Municipality

5. Amount of money being requested?

\$300,000

6. When will the funds be needed?

June 1, 2020

7. Please give a detailed explanation of how the funds will be used. Attach any supporting information that may be helpful to the Directors as they consider the request.

The funds will be used to create a new \$600,000 Capital Catalyst Revolving Loan Fund (CCRLF) Program for new and expanding businesses in Fort Atkinson.

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Outside of tax incremental financing (TIF) districts, Wisconsin municipalities are limited in the incentives they can provide to assist or encourage economic development. Cities are unable to offer property tax breaks or credits and have no authority over the two other major state taxes on income and sales.

One of the few tools the city did have was a business revolving loan fund program, which functioned as a low interest loan that was tied to the creation of low to moderate income (LMI) jobs. The program helped over 20 business entities and entrepreneurs either with locating, expanding or keeping their businesses in Fort Atkinson.

Some of the most recent loans have been to Badger47, LLC for the Creamery Building redevelopment project and Fort Investments, LLC for the purchase of the former Capn's building to open a new restaurant called Fort 88 Smokehouse. A couple of the earlier loan agreements were to well-known and longstanding businesses such as Badger Press, ETI, Blackhawk Senior Living and Wisconsin Packaging.

Regrettably, this highly successful program in Fort Atkinson that grew from \$600,000 in the early 1990's to \$1,500,000 at the beginning of 2019, was recently closed by the state and federal governments and the city was required to pay back the full balance. The state/federal program was closed due to issues of non-compliance among many of the 130+ locally held loan funds. Fortunately at the time of closing, the city still had approximately \$500,000 in loan receivables that the state DOA and HUD allowed us to buyout.

The plan is to continue the original loan fund program using the receivables from the three remaining loans, however going forward the loan program will likely be tied to something other than LMI job creation. We will need to determine other program goals that are beneficial to the community, such as increased property values and the creation or retention of living wage jobs.

Unfortunately, it is going to take five plus years for this original loan fund to build back up and even then it will only be one third of what it used to be. In the meantime and to be competitive long-term, we need to be able to offer additional financial assistance to businesses looking to expand or locate in Fort Atkinson in locations outside of our active TIF districts.

The Wisconsin Economic Development Corporation (WEDC) has a \$300,000 Capital Catalyst grant available to local units of government. Essentially the program provides matching grants to seed funds managed by local communities to provide capital to high-growth startups and emerging growth companies.

The goal of the proposed Fort Atkinson Capital Catalyst Revolving Loan Fund (CCRLF) Program will be to encourage entrepreneurialism and the expansion of existing businesses less than five years old. The focus will be on assisting companies in industry sectors including, but not limited to advanced manufacturing, agriculture or food processing, information systems or software, medical devices, biosciences and energy. These are areas of emphasis in the city's recently adopted comprehensive plan for economic development and mirror that of the WEDC and the State.

Funds made available through this program will be required to address one or more of the following community goals:

- (1) Encourage new private investment in the City of Fort Atkinson.
- (2) Support a diverse mix of employment opportunities and minimize seasonal or cyclical employment fluctuations.
- (3) Encourage the development and use of modern technologies that increase productivity and efficiency.
- (4) Support the elimination of blight and encourage urban redevelopment.

Program loans will provide gap financing for eligible projects that will result in investment in the City of Fort Atkinson. Gap financing may be used for the following activities:

- (1) Working capital for inventory and/or other overhead expenses necessary to support the project
- (2) Purchase/installation of equipment essential to business operations
- (3) The acquisition of land, buildings, and fixed equipment.

The CCRLF Program is intended to be a perpetual program assisting multiple companies over an indefinite period of time. The initial round of loan approvals is expected to support between 6 to 8 business startups and/or expansions. The target loan amount will be around \$80,000 - \$100,000 per loan. Loan terms and conditions will be structured on need and ability to repay. Returns on investment and loan repayments will be reinvested into the CCRLF Program for future loans.

The City Economic Development Commission (EDC) will establish a Loan Review Committee (the Committee), comprised of individuals who represent community interests and have special expertise and knowledge of commercial lending and economic development processes. The Committee will consist of three to five members and be assisted by a financial consultant. The Committee will review, select and recommend loan applications to the EDC for final approval.

8. How will the Fort Atkinson area benefit, should your organization be awarded a grant?

The Fort Atkinson area will benefit from the CCRLF Program through the new employment opportunities that will be created by the businesses assisted with the loan funding. The increase in employment options will allow residents to work in the city as opposed to commuting out. It will also bring more people into the city, growing both our local economy and population.

The program will also assist in growing the city's tax base through new private investment, thereby lowering the overall property tax rate for all local units of government – city, school district, county and technical college. This will reduce the local tax burden for existing area businesses and residents.

The CCRLF Program will address the lack of capital that is often experienced by many business startups and newer companies looking to expand. Gap financing is critical for these entities and individuals to be able to access the funding needed to be successful and grow.

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Finally, the program will support the elimination of blight by encouraging the infill and redevelopment of unsightly and underutilized properties within the city. This reuse and reinvestment will increase the overall value and aesthetics of these properties as well as those around them.

9. How many individuals do you estimate will benefit from your project on an annual basis?

Whether it be through increased employment opportunities, reduced property taxes, access to a lack of capital, or revitalization of blighted properties, all of the approximately 12,500 residents, as well as businesses and property owners in Fort Atkinson will benefit from this project. The loans of capital this fund will facilitate will be investments in the vitality of our entire local economy.

10. Describe the sources of other funds available, or being sought, to complete this project.

The City Economic Development Commission is seeking a \$300,000 grant from the State of Wisconsin Economic Development Corporation through their Capital Catalyst grant program.

11. Please include financial statements for the last two years and year-to-date statements for the current year. These statements will need to consist of balance sheets for each of the three periods and operating statements showing actual results against budget for each period. Also show your sources of revenue.

Person representing applicant:

Name: Matt Trebatoski

Email: mtrebatoski@fortatkinsonwi.net

Address: 101 N. Main Street

Phone: 920-563-7760

Fort Atkinson, WI 53538

I hereby certify that all information submitted in connection with this application is true and correct to the best of my knowledge.

Signature and title

Date: February 12, 2020

Matt Trebatoski

Print name

Signature and title of supervisor, if applicable

The deadline for receipt of grant applications is March 15, June 15, September 15, and December 15. Foundation meetings to consider grant requests are held in January, April, July, and October.

Application may be mailed or delivered to: The Fort Atkinson Community Foundation, 244 North Main Street, Fort Atkinson, WI 53538 (Chamber of Commerce building).


**WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION**
BUSINESS APPLICATION
SECTION I-APPLICANT INFORMATION

Legal Entity: <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> Nonprofit (Attach copies of IRS documents showing acceptance of Federal Tax Exempt Status)	
Legal Name: City of Fort Atkinson	
Trade Name:	
Mailing Address: 101 N Main Street	
City, State, Zip: Fort Atkinson WI 53538	County: Jefferson
FEIN: 39-6005451 DO NOT ENTER SSN (Federal Employee Identification Number –Tax ID)	NAICS:
Date Established: 4/5/1878	State of Organization (Per Articles of Incorporation/Organization): Wisconsin
Foreign Owned: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: Country: Percent of Ownership: 100%	
Fiscal Year End Date: 12/31/2020	Primary Product or Service: Municipal Government
Website URL: www.fortatkinsonwi.net	Phone: 920-563-7760
Head of Organization: Matt Trebatoski	Title: City Manager
Phone: 920-563-7760	Email: mtrebatoski@fortatkinsonwi.net
Check box if W-9 is attached to the application <input checked="" type="checkbox"/>	
CONTACT	
Project Contact: Matt Trebatoski	Title: City Manager
Email: mtrebatoski@fortatkinsonwi.net	Company: City of Fort Atkinson
Phone: 920-563-7760	Mailing Address: 101 N Main Street
City, State, Zip: Fort Atkinson WI 53538	
Contracting Contact: Ron Van Straten	Title: Financial Consultant
Email: Ronald.vanstraten@graef-usa.com	Company: Graef
Phone: 920-405-3828	
City, State, Zip: Green Bay WI 54304	
DEMOGRAPHICS (Please check all that apply)	
Is the business/organization:	
Minority Business Enterprise:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Woman Business Enterprise:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Veteran Business Enterprise:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Service-Disabled Veteran-Owned Business Enterprise:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION II-PROJECT INFORMATION

Project Location: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village: Fort Atkinson	
Project Street Address: 101 N Main Street	
Project Start Date: 6/1/2020	Project End Date:
Project Description: In addition to the project description, explain any other factors that should be considered in evaluating this project (e.g., impact on Wisconsin suppliers, national/international sales, other prospects for future expansions, etc.) The City of Fort Atkinson successfully grew and managed an economic development revolving loan fund program for over 25 years. This fund was instrumental in allowing the city to assist new and existing businesses close financing gaps. The low interest loan program assisted 24 business entities either with locating, expanding or keeping their businesses in Fort Atkinson. Unfortunately, this program which was initially funded through CDBG dollars was recently required to be closed. Having very few other business incentive options available locally, the city would like to replicate this highly successful loan program. The plan is to establish a Capital Catalyst Revolving Loan Fund (CCRLF) program, designed to encourage the startup of new businesses	

and the expansion of existing businesses less than five years old. The focus will be on assisting companies and industry sectors including, but not limited to advanced manufacturing, agriculture or food processing, information systems or software, medical devices, biosciences and energy. These areas of emphasis mirror that of the WEDC and State and fit well with the city's recently adopted comprehensive / strategic plan for economic development. The project narratives and loan manual help describe the CCRLF program in further detail.

SECTION III-EMPLOYMENT		
CURRENT EMPLOYMENT (WEDC will confirm employment based on payroll data)		
Total Company Employment: 180	Total Wisconsin Employment: 180	
Total Company Full Time Employment: 90		
Number of hours annually considered full time employment and eligible for benefits: 30		
Number of hours average full time employee works: 40		
Enter the physical address of each Wisconsin facility of the Applicant Entity and related entities, as well as any other entities housed at the project site(s). Include number of full-time employees (i.e., persons employed directly by the company, not a temp agency).		
Address(Street, City, Zip): If the employee works remotely, please list the address of payroll site	Project Location:	Number of Full Time Employees:
101 N Main Street Fort Atkinson WI 53538	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	90
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Employment data as of: 1/1/2020		
Percent of project location full time employees that are WI residents: 100%		

SECTION IV-BENEFIT INFORMATION				
Employer-Sponsored Health Insurance Provided to Employees:	<input type="checkbox"/> None	<input checked="" type="checkbox"/> Individual	<input checked="" type="checkbox"/> Family	
Percent of Health Insurance Premium Paid by Company:		88	%	88 %
Other Benefits Provided to the Majority of the Workforce: Retirement, Dental, Life, Disability				
Will new employees be provided with substantially the same benefits as described above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If no, please explain:				
If health care benefits are not being provided, explain other health care options available to employees:				

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SECTION V-OWNERSHIP INFORMATION

☐ **Publicly Traded** (If publicly traded, leave the below ownership breakdown table blank.)

OWNERSHIP BREAKDOWN

(Complete the ownership breakdown table. Make sure your total ownership percentage equals 100%)

Name:	Email Address:	Ownership %
1. City of Fort Atkinson	mtrebatoski@fortatkinsonwi.net	100%
2.		%
3.		%
4.		%
5.		%
6.		%
7.		%
8.		%
9.		%
10.		%
All Others:		%
Notes:	Total:	100%

If an entity (any group that's not an individual) owns 20% or more of the applicant company, attach to the application a separate document that lists the complete ownership breakdown of that entity.

A separate secure email will be sent to each individual with 20% or more ownership interest in the applicant company from the secure email account wedcsecure@wedc.org (WEDC Secure). The email will include a Personal Financial Statement and/or a Personal Information Statement, along with instructions on how to complete and send these documents back to WEDC.

WEDC staff will only solicit and/or accept protected personally identifiable information through the WEDC encrypted email account. Information not received via encrypted email or that was not previously requested for a specific purpose will be rejected and/or disposed by WEDC staff. This will ensure a higher level of security within the application process.

SECTION VI-INFORMATION ON LEGAL PROCEEDINGS

Has the applicant been involved in a lawsuit in the last 5 years?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has the applicant been involved in a bankruptcy or insolvency proceeding in the last 10 years, or are any such proceedings pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the applicant been charged with a crime, ordered to pay or otherwise comply with civil penalties imposed, or been the subject of a criminal or civil investigation in the last 5 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the applicant have any outstanding tax liens?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please attach a detailed explanation of any YES responses.	

SECTION VII-STATE REQUESTS FOR BID OR PROPOSAL

Are you aware of any State of Wisconsin request(s) for bid or request(s) for proposal to which the applicant intends to respond, or to which the applicant has recently responded?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>If yes, please provide the following:</p> <ol style="list-style-type: none"> Identify the bid or request for proposal (e.g., bid number, or general description or title). Identify the state agency or public entity to which you are submitting the bid or proposal. Explain the status of the bid or proposal (e.g., recently submitted; considering submission; in current negotiations). <p>Please note that if you answer "yes," WEDC may not be able to discuss potential financial assistance until the request for bid or request for proposal process has been completed.</p>	

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**WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION**

CERTIFICATION STATEMENT

THE APPLICANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE:

1. The information submitted to the Wisconsin Economic Development Corporation (WEDC) in this application, and subsequently in connection with this application, is true and correct.
2. The applicant is in compliance with laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.
3. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.
4. WEDC is authorized to obtain background checks including a credit check on the applicant and any individual(s) with 20% or more ownership interest in the applicant company.
5. The applicant has disclosed, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.

THE APPLICANT UNDERSTANDS:

1. This application and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, §19.31 et seq. The applicant may mark documents "confidential" if the documents contain sensitive information.
2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.
3. Authorization to Receive Confidential Information. The applicant hereby authorizes the Wisconsin Economic Development Corporation ("WEDC") to request and receive confidential information that the applicant has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the applicant's performance for the duration of the economic development project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the 8 most recent quarters: the quarterly gross wages paid to the applicant's employees; the monthly employee count; and the applicant's FEIN, NAICS code, and legal and trade names. The applicant also authorizes WEDC to share information submitted to WEDC by the applicant with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the applicant's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

☒ **Yes** ☐ **No** I certify that incentive assistance is needed to ensure this project will happen in Wisconsin. Please provide details below: [Click here to enter text.](#)

Signature: _____

Date: 2/10/2020

(Authorized Representative of Applicant Company)

Printed Name: Matt Trebatoski

Title: City Manager

Applicant Company Name: **City of Fort Atkinson**

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CITY OF FORT ATKINSON

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☒ Other (see instructions) ▶ **MUNICIPALITY**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
101 N MAIN STREET

6 City, state, and ZIP code
FORT ATKINSON WI 53538

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number								
3	9	-	6	0	0	5	4	5 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **2/10/20**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment for APP(C)-1.0 (01/2018): SECTION II-INFORMATION ON LEGAL PROCEEDINGS

Has the applicant been involved in a lawsuit in the last 5 years? – Yes

<u>Filing date</u>	<u>Case name</u>	<u>Reason</u>	<u>Case Status</u>
9/12/2017	City of Fort Atkinson vs. Scott Roland Lundy	Appeal of municipal ordinance	Closed
6/2/2017	City of Fort Atkinson vs. Herman's Hangout LLC	Sue for personal property tax	Closed
7/11/2016	City of Fort Atkinson vs. Dependable Lawn & Snow Removal LLC	Sue for personal property tax	Closed
5/18/2016	Scott Andrew Welter vs. City of Fort Atkinson	Appeal of municipal ordinance	Closed
5/12/2016	City of Fort Atkinson vs. Victoria Jean Gordon	Appeal of municipal ordinance	Closed
4/12/2016	Karen M Koenig vs. City of Fort Atkinson	Appeal of municipal ordinance	Closed
3/7/2016	Black Hawk Residential Operations LLC vs. City of Fort Atkinson Planning Commission	Order for certiorari review	Closed
10/2/2015	City of Fort Atkinson vs. Hannah Perry	Sue for personal property tax	Closed
8/18/2015	City of Fort Atkinson vs. Austin Feirtag	Sue for personal property tax	Closed
12/4/2014	Luz Rodriguez et al vs. City of Fort Atkinson et al	Sue for fall	Closed
11/5/2014	John C Prisk vs. City of Fort Atkinson	Appeal of municipal ordinance	Closed
3/19/2014	Luz Rodriguez et al vs. City of Fort Atkinson et al	Sue for fall	Closed
3/7/2014	City of Fort Atkinson vs. Keri A Koegel	Appeal of municipal ordinance	Closed
5/20/2013	City of Fort Atkinson vs. Ron Strohbusch	Sue for personal property tax	Closed
2/24/2017	Amy Bleile vs. City of Fort Atkinson	Sue for ADA	Closed


**WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION**
CAPITAL CATALYST
SECTION A-PROJECT NARRATIVES

Please provide detailed descriptions regarding the following aspects of your project:	Included ✓	Attachment #
1. Organization: Describe the background and structure of the organization; its experience and capacity in providing entrepreneurial support through mentorship, education or other services; and any partnerships or collaborative efforts with other entrepreneurial support organizations in the community.	☒	1
2. Fund Administration: Identify the fund manager by name and/or title, the intended membership and duties of the investment/selection committee; describe long-term fund strategies including investment/selection criteria, the expected number of companies assisted, and type(s) of intended investments (grants, loans and/or equity or royalty-based) and expected use of returns on investment and loan repayments, if applicable.	☒	2
3. Application/Funding Process: Provide a sample application or description of eligibility requirements for companies seeking funds, including eligible costs; describe the application process and the criteria that will be used to (1) approve funding and (2) select the type and amount of funding to approved applicants.	☒	3

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Capital Catalyst Grant Application: Organization Narrative

Fort Atkinson, Wisconsin | Capital Catalyst Revolving Loan Fund (CCRLF) Program

Fort Atkinson was established as a City in 1878. The City of Fort Atkinson is a Wisconsin municipal government operating under the City Council/Manager form of government with five (5) elected Councilpersons. The current City Council is as follows: Pres. Paul Kotz, Pres. Pro-Tem Mason Becker, Cm. Jude Hartwick, Cm. Bruce Johnson and Cm. Chris Scherer. The City Manager is Matt Trebatoski.

The Economic Development Commission (EDC) was created in 2017 by the Fort Atkinson City Council and was charged with the creation and management of an economic development fund. The EDC consists of seven voting members and two ex officio, non-voting members. Six citizen members are appointed by the city manager with approval of the city council. Members are appointed based on recognized experience and qualifications. Other members include a city council member, the city manager (ex officio) and the chamber of commerce executive director (ex officio).

The City has designated the EDC as the entity authorized by the City Council, to manage loan generation, market the CCRLF program and provide guidance and assistance to potential program applicants. The City Manager is the CCRLF Administrator. The City Finance Department manages the financial accounting and reporting functions on outstanding loans. The City Attorney is responsible for creating all documents necessary to execute the loan, and is involved as needed on any actions necessary to remedy deficiencies or defaults. A professional financial Consultant will be retained to assist with program operations and management.

The EDC has established a Loan Review Committee (the Committee), comprised of individuals who represent Community interests and have special expertise and knowledge of commercial lending and economic development processes. The Committee shall consist of not less than 3 members and not more than 5 members. The Committee is authorized to review, select and recommend loan applications to the EDC for final approval. The Committee shall also have the authority to make policy recommendations for the administration of the program. The Committee will be assisted and advised by a professional financial Consultant hired by and under the direction of the CCRLF Administrator.

The Consultant will explain the Program to prospective applicants, provide written information, assist applicants in completing applications, and process requests for financing, as well as counsel or guide loan applicants to other more appropriate technical and financial resources when the loan applicant has needs beyond those available from the CCRLF program. The Consultant will evaluate all loan requests and advise of necessary next steps as needed, and inform applicants of timelines and costs associated with completing the loan.

Capital Catalyst Grant Application: Fund Administration Narrative
Fort Atkinson, Wisconsin | Capital Catalyst Revolving Loan Fund (CCRLF) Program

The fund manager for the CCRLF program will be Matt Trebatoski, City Manager/Finance Director. Mr. Trebatoski has efficiently and appropriately overseen and managed the finances of the City of Fort Atkinson for the past 14 years, including the successful administration of a \$1.5 million revolving loan fund.

The investment/selection committee will be comprised of individuals who represent Community interests and have special expertise and knowledge of commercial lending and economic development processes. The Committee shall consist of not less than 3 members and not more than 5 members.

The Committee is authorized to review, select and recommend loan applications to the Economic Development Commission for final approval. The Committee shall also have the authority to make policy recommendations for the administration of the program. The Committee will be assisted and advised by a professional financial Consultant hired by and under the direction of the CCRLF Administrator.

The goal of the CCRLF program is to encourage the startup of new businesses and the expansion of existing businesses less than five years old. The focus will be on assisting companies in industry sectors including, but not limited to advanced manufacturing, agriculture or food processing, information systems or software, medical devices, biosciences and energy. These areas of emphasis mirror that of the WEDC and State and fit well with the city's recently adopted comprehensive / strategic plan for economic development.

Funds made available through the program are intended to perpetuate a positive and proactive business climate.

Activities assisted with program funds must address one or more of the following:

- (1) Encourage new private investment in the City of Fort Atkinson.
- (2) Support a diverse mix of employment opportunities and minimize seasonal or cyclical employment fluctuations.
- (3) Encourage the development and use of modern technologies that increase productivity and efficiency.
- (4) Support the elimination of blight and encourage urban redevelopment.

Program loans will provide gap financing for eligible projects that will result in investment within the City of Fort Atkinson. Gap financing may be used for the following activities:

- (1) Working capital for inventory and/or other overhead expenses necessary to support the project
- (2) Purchase/installation of equipment essential to business operations
- (3) The acquisition of land, buildings, and fixed equipment.

Loan amounts requested cannot exceed:

- (1) 30% of total project costs; or

Attachment #2

(2) \$200,000.00.

Minimum Project requirements:

- (1) Private Funds Leveraged – The applicant must have a minimum 10% infusion of cash in private funds towards the proposed total project costs associated with the loan request.
- (2) Financial Feasibility and Business Viability – The applicant must demonstrate that the proposed project is viable and the business will have the economic ability to repay the funds.
- (3) Project Completion – Projects shall be completed within 12 months from the date of the loan approval.

The Capital Catalyst Revolving Loan Fund Program is intended to be a perpetual program assisting multiple companies over an indefinite period of time. The initial round of loan approvals is expected to support between 6 to 8 business startups and expansions. The target loan amount will be around \$100,000 per loan. Returns on investment and loan repayments will be reinvested into the CCRLF Program for future loans.



CAPITAL CATALYST FUND SUMMARY	
SOURCES OF MATCHING FUNDS	
(Minimum 1:1 to Capital Catalyst request)	
	\$300,000
Fort Atkinson Community Foundation (FACF)	\$300,000
	\$
	\$
	\$
	\$
	\$600,000



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: July 23, 2019

TO: Economic Development Commission

FROM: Matt Trebatoski, City Manager

SUBJECT: Economic Development Fund

Background:

One of the powers and duties of the Economic Development Commission is to establish and manage an economic development fund, as appropriate. To date such a program has not been developed due to a lack of funding.

Discussion & Financial Analysis:

Outside of tax incremental financing (TIF) districts, Wisconsin municipalities are limited in the incentives they can provide to assist or encourage economic development. Cities are unable to offer property tax breaks or credits and have no authority over the other two major state taxes on income and sales.

One of the few tools we did have was a business revolving loan fund program, which functioned as a low interest loan that was tied to the creation of low to moderate income (LMI) jobs. The program helped over 20 business entities and entrepreneurs either with locating, expanding or keeping their businesses in Fort Atkinson.

Regrettably, this highly successful program that grew from \$600,000 in the early 1990's to \$1,500,000 at the beginning of 2019, was recently closed by the state and federal governments and the city was required to pay back the full amount. Fortunately at the time of closing, the city still had approximately \$500,000 in loan receivables that the state DOA and HUD allowed us to buyout.

The plan going forward is to create a new loan fund program using the receivables from the three remaining loans. The new loan program will likely be tied to something other than LMI job creation. We will need to determine other program goals that are beneficial to the city, such as increased property values and the creation or retention of living wage jobs.

Unfortunately, it is going to take five plus years for this fund to build up. In the meantime we need to be able to offer some kind of financial assistance to businesses looking to expand or locate in Fort Atkinson in locations outside of our active TIF districts. Even with the new loan program, I believe we are still in need of additional incentives to effectively compete for business.

The Wisconsin Economic Development Corporation (WEDC) has a \$300,000 Capital Catalyst grant available to local units of government and other nonprofit entities (see attached program description). Essentially the program provides matching grants to seed funds managed by local communities to provide capital to high-growth startups and emerging growth companies.

If awarded, investment/funding decisions would need to focus on assistance to companies in industry sectors including, but not limited to advanced manufacturing, agriculture or food processing, information systems or software, medical devices, biosciences and energy.

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All of the terms of the grant would of course follow the funds and earnings indefinitely and may be subject to matching distribution back to WEDC.

To fund the 1:1 matching requirement to create a \$600,000 capital catalyst fund, I reached out to the Community Foundation. In discussions with Sue Hartwick, she felt it would likely be an eligible grant the foundation could consider funding, but she would need to do some more research to confirm. She said if eligible, the purpose of the funds would need to be tied to addressing community needs such as lack of capital, new employment opportunities, urban blight (infill, redevelopment) and limited entrepreneurial skills.

Recommendation:

As stated above, I believe we are in need of additional incentives to effectively compete for business. Applying for and receiving a WEDC grant and matching Community Foundation grant would be an opportune way to seed a new capital catalyst fund. To do so, the Commission will need to commit to meeting the requirements of the WEDC grant.

Applicants for the WEDC Capital Catalyst grant must demonstrate organizational capability and the availability of entrepreneurial support to achieve the goals of their program. Applicants should have an established investment/selection committee, investment/funding criteria, application process, and intended use of returns.

If we decide to apply, I would recommend the commission create a subcommittee to design a program that meets these requirements as well as the goals of the Community Foundation. The WEDC grant has a continuous application process, however funds are limited, so it would be best to apply sooner rather than later. The Community Foundation's next meeting is in October with grant applications due by September 15.

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

CALL TO ORDER

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

ROLL CALL

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

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

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

INTRODUCTION OF NEW MEMBER

Commissioner Paul Kotz was introduced.

ELECT CHAIRPERSON AND VICE-CHAIRPERSON

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

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

REVIEW AND APPROVE NEW LISTING CONTRACT FOR KLEMENT BUSINESS PARK

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

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

DISCUSS CREATION OF ECONOMIC DEVELOPMENT FUND

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

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

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

UPDATE ON NORTHEAST PLANNING AREA

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

FUTURE AGENDA ITEMS:

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

ADJOURNMENT

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

Respectfully submitted,
Michelle Ebbert
City Clerk/Treasurer

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CITY OF FORT ATKINSON
Economic Development Commission -- Economic Development Fund Subcommittee
Minutes ~ September 6, 2019

CALL TO ORDER

Paul Kotz called the meeting to order at 9:39 a.m.

ROLL CALL

Members: Paul Kotz, Jim Nelson, Bill Camplin, Jonah Ralston and Matt Trebatoski.

Also present: Vicki Pratt

WORK ON APPLYING FOR WEDC CAPITAL CATALYST AND FORT ATKINSON COMMUNITY FOUNDATION GRANTS TO DEVELOP AN ECONOMIC DEVELOPMENT FUND.

The Subcommittee decided the proposed economic development fund would be used to provide loans to new companies (less than 5 years old) for working capital, equipment, and real estate.

The Subcommittee then discussed eligibility requirements, eligible costs, the application process, a selection committee, and the criteria that would be used to approve funding and the amount and terms of the funding.

Vicki Pratt and Matt Trebatoski will work on developing an application and process for the capital catalyst loan program and send to Subcommittee members to review.

ADJOURNMENT

Nelson moved, seconded by Camplin to adjourn at 11:30 a.m. Motion carried.

Respectfully submitted,

Matt Trebatoski
City Manager



9-C

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 25, 2020

TO: City Council

FROM: Matt Trebatoski, City Manager

SUBJECT: Fiber Internet in Klement Business Park

This memo was originally sent to the Economic Development Commission and the recommendation has since been updated to reflect their discussion and action.

Background:

The only option currently available for internet service in the Klement Business Park is copper DSL, with maximum download speeds of up to 25 Mbps and maximum upload speeds of up to 3 Mbps. In the early 2000s when the business park was being built, Cable (coaxial) internet was not as popular or mainstream as it is today, so it was not installed by the cable provider at that time.

The DSL service was sufficient for a while, but is now too slow for today's business needs and demands. The current service cannot support multiple users or functions concurrently and can also be unreliable.

Discussion & Financial Analysis:

In July, 2019 Mark McGlynn with IPEC contacted the city inquiring if there were any plans to improve the internet speed in the Business Park. He said the DSL service is very slow and hamstringing his business. The company is constantly having to work around scheduling multiple WebEx meetings, conference calls, uploading or downloading large files, etc. They have looked into multiple options, but haven't come across any good ones.

Over the course of the next several months IPEC and the city had many discussions and emails with Spectrum (Charter) regarding their Coax Cable and Fiber internet options. In doing this research we found out the cost for installation of Coax would be around \$40,000. While the monthly fee for this service is attractive, it is not really a long term solution and therefore not something the city would be willing to invest that much money into.

The alternative option is fiber internet, which is more future proof, but also more costly for the improved level of service. Fiber provides a dedicated strand or line to the business, which guarantees the purchased service speed and uninterrupted connection. The cost to the customer to install Spectrum fiber in the Business Park with only one committed customer would be \$26,570, plus connection costs, in addition to the monthly internet and phone service charge of \$843.00. If one other business would also commit to fiber, the installation cost would likely be zero. Unfortunately, we have reached out to all of the other businesses in the park and none of them were willing to commit to fiber at this time.

As the Business Park developer and majority land owner still trying to market lots to prospective businesses, I feel the city should take responsibility for bringing fiber into the park. It wouldn't be fair for one business to bear the entire cost when it would benefit all current and future tenants. In discussing the possibility of having fiber in the park with the city's listing agent, he said it is a very big issue for businesses and is a question that is frequently asked by buyers. He said it is a major selling point and if we get the chance we should add it.

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We investigated a couple of other options, one with AT&T providing fiber and the other with the city installing and owning it. With AT&T, the installation cost would only be \$100, which is attractive to the city, but would result in a higher monthly cost for the businesses. The cost for the service IPEC is selecting would cost \$1,010.00 per month. This would be over \$2,000.00 more per year or \$10,000.00 more over a five-year contract, making it less affordable for them as well as any of the other existing or future businesses wishing to tap into the fiber at a later date.

In looking into the city installing and owning the fiber line in the park, we were informed from both Spectrum and AT&T that they wouldn't be able to use it. They told us the fiber needs to be 100 percent owned and operated by them due to their service level agreements with customers. They are guaranteeing uninterrupted service at a guaranteed speed and therefore need to have full control of the system.

The city is still investigating with the school district IT manager to see if there is an alternative way for the city to own the fiber in the park and to be able to offer the internet and phone service to the customers (businesses) at a lower cost, however this may not be feasible in 2020.

Recommendation:

To first investigate the option of the city owning the fiber in the park and to be able to offer the internet and phone service to the businesses, and if that is not feasible to enter into an agreement with IPEC to reimburse them for the installation and connection costs of up to \$28,570, upon installation and connection of the fiber and proof of payment.

To fund this cost, the city may use its assigned fund balance for industrial land sales with approval from the City Council. The fund balance amount available is just under \$29,000 and the city has no intention of purchasing additional land for the park at any point in the near future. Even if that were to change, this amount would be insufficient to acquire any meaningful amount of property.

Please let me know if you have any questions.

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February 14, 2020

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

ASelle@fortatkinsonwi.net / 920.563.7760

RE: City of Fort Atkinson Fiber Connectivity Project

Dear Mr. Selle,

Based on our meeting on 2/13/20 with yourself and the Fort Atkinson School District (FASD), InterCon Construction, Inc. proposes the following pricing/qualifications for the fiber connectivity project:

Pricing:

1. Increase of fiber size from 48 fiber to 96 fiber: FASD will pay for installation of a 2" duct and base installation costs (labor and material) of a 48 fiber. The City of Fort Atkinson will pay for the increase in material and labor costs to place a 96 fiber in lieu of the 48 fiber: 18,000 ft @ \$0.55 per foot = **\$9,900.00**
2. Installation of four (4) slack storage handholes at strategic locations along the FASD backbone fiber, including storage of 120' of fiber to allow the City to splice into the fiber at a later date. $\$1,298.00 \times 4 = \$5,192.00$. The four handhole locations are as follows:
 - a. City Municipal Building
 - b. Fire Station
 - c. Police Station
 - d. Library

Total: \$15,092.00

Notes:

- If the Fire Station and Police can utilize one handhole, the cost will be reduced accordingly.
- Pricing to set handholes is based on them being placed in a turf area. Hard surface removal/replacement costs are not included.

- Per the July 17, 2019, round table meeting with the FASD and the City of Fort Atkinson will use fibers within the same fiber sheath. They will work cooperatively to determine maintenance, locating, and repair as necessary of these facilities.
- Upon completion of construction and submittal of as-built drawings by InterCon, all responsibility for the locating of facilities and coordinating with Diggers Hotline will be turned over to the City and FASD.

This price does not include rock. InterCon will make a best attempt to maintain a depth of 3ft, however if rock is encountered the amount of coverage will vary as the installation will stay above the rock.

InterCon does not warranty any materials. Warranties, if any, would be from the manufacturer.

This price is based on full payment received within thirty days of the invoice date.

InterCon offers no warranties beyond correct installation of work as based on the information available at time of proposal and acceptance as evidenced by payment. InterCon does not warranty the design of the project, nor does it warranty any effects that may arise from the design and any aspects relating to performance and maintenance of the project.

InterCon is not responsible for unmarked or mismarked facilities, both of which include public and privately owned facilities. Mismarked facilities are those marks that are off by more than eighteen inches on either side of the intended located facility. Any damage, cost associated with repairing, and any other costs associated with the damaged facilities as a result of unmarked or mismarked facilities are not the responsibility of InterCon.

LIMITATION OF LIABILITY

Except as provided in section "INDEMNIFICATION" below, neither party shall be liable to the other party for any indirect, special, consequential, incidental or punitive damages suffered by the other party.

INDEMNIFICATION

Each party hereto will be solely and exclusively liable for injury to persons or property to the extent that any such injury is caused by such party's sole negligence or willful misconduct and will fully indemnify the other party from all claims, losses, liabilities, costs, and expenses arising therefrom, including reasonable attorneys' fees. In the event the joint or concurrent negligence of the parties causes any injury to persons or property, the parties will share responsibility for any claims, losses, liabilities, costs and expenses arising therefrom in proportion to the respective fault of each party.

To accept pricing and thereby authorize work for only a portion of the items listed under Segment Pricing, line-through the excluded items and initial each exclusion.

Sincerely,
InterCon Construction, Inc.

Accepted:
City of Fort Atkinson

Dan Pete
Telecom Supervisor
Date: _____

Printed:
Title:
Date: _____

10-a.



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 28, 2020

TO: City Council

FROM: Andy Selle, City Engineer

SUBJECT: Fiber Installation Project

Background: The School District of Fort Atkinson has been planning to install a fiber optic network to link all school facilities. The path of the installation will move past several City offices. City staff have been involved in the planning and design for the construction of the path, utilizing existing conduit where possible and will likely be contracted to perform the locates for the fiber network under contract with the Fort Atkinson School District.

During the installation the contractor will install a second fiber line alongside the school's line for use by the City. In addition, the City will have fiber "staged" to provide future service to the following locations during the construction: City Hall, Water Main Station, Fire and Police Departments, and Library.

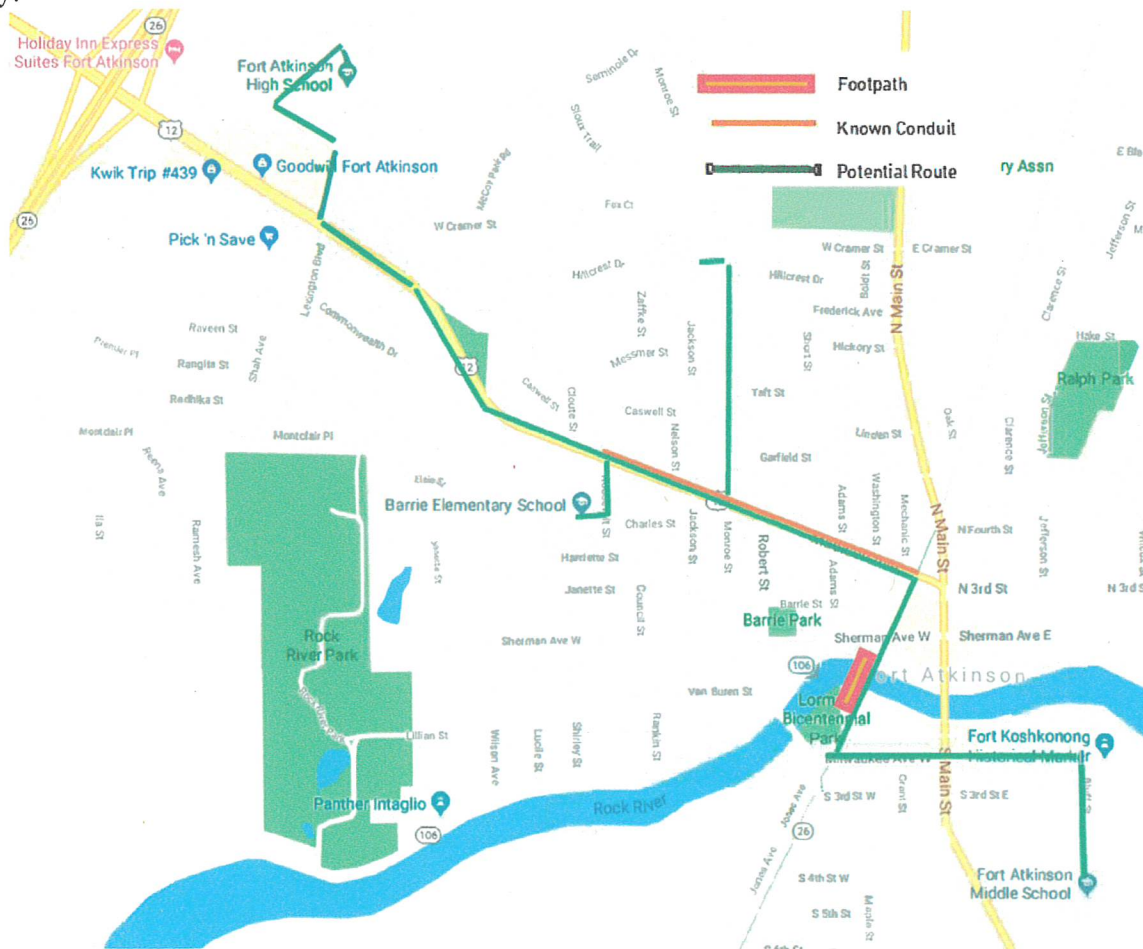


Figure 1: Proposed fiber route

1 of 2

Financial Analysis: The installation costs will be borne completely by the school district. The City will pay the material cost for the additional fiber and the cost for each fiber "lateral" to serve the City buildings along the route. The estimated cost for this from the contractor is \$15,092. Funds provided by the forthcoming locate contract between the City and School District will be used to pay 90% of this, with the balance being divided among Fire, Police, Library, Water, and City Hall accounts. The locate contract will be valued between \$12,000 and \$20,000 dollars, dependent upon the number of locate requests received.

Staff Recommendation: Staff recommends approval of both the partnership and locate contract with the Fort Atkinson School District, and the contract with Inter-Con Construction not to exceed \$15,092.



11-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 24, 2020

TO: City Council
FROM: Michelle Ebbert, City Clerk/Treasurer
SUBJECT: Real and Personal Property Tax Collections

Background:

Real Property and Personal Property tax bills are mailed to property owners in early December with two installment options for payment. The first installment is due on or before January 31st to the City Clerk/Treasurer. The second installment is due on or before July 31st to the County Treasurer. Property owners may pay the entire amount on or before January 31st.

Discussion:

Included is the YTD Postponed/Delinquent summary of personal property and real estate tax collections for 2019.

2019: Total real property \$20,877,930.22. Collected \$16,391,475.23 or 79%.
2019: Total personal property \$412,637.65. Collected \$393,983.32 or 95%.

Prior years for comparison.

2018: Total real property \$19,743,086.92. Collected \$15,687,448.77 or 79%.
2018: Total personal property \$389,794.15. Collected \$379,884.14 or 97%.

2017: Total real property \$19,090,207.29. Collected \$15,396,427.17 or 80%.
2017: Total personal property \$445,476.80. Collected \$415,162.70 or 93%.

2016: Total real property \$19,442,201.91. Collected \$15,280,853.68 or 78%.
2016: Total personal property \$512,511.28. Collected \$498,877.12 or 97%

Financial Analysis:

Delinquent personal property accounts were mailed a follow up invoice on February 10th reminding them of the outstanding balance that was due January 31st.
Delinquent balances accrue 1% interest each month, beginning in March.

Staff Recommendation:

To refer the unpaid personal property taxes to the City Attorney for collection.

1 of 2

YTD POSTPONED/DELINQUENT REPORT

2/11/2020

CITY OF FORT ATKINSON JEFFERSON COUNTY

Personal Property

Tax Amount:	\$412,637.65
Specials Assessments:	\$0.00
MFC/MFL:	\$0.00
Specials Assessments + MFC/MFL:	\$0.00
Lottery Credits Claimed:	\$0.00
Total Tax:	\$412,637.65 ✕
Total Paid:	\$393,983.32 ✕
Postponed:	\$2,713.00
Delinquent:	\$15,941.33
Balance Due:	\$18,654.33

Real Estate

Tax Amount:	\$20,862,875.71
Specials Assessments:	\$15,054.51
MFC/MFL:	\$0.00
Specials Assessments + MFC/MFL:	\$15,054.51
Lottery Credits Claimed:	\$645,965.25
Total Tax:	\$20,877,930.22 ✕
Total Paid:	\$16,391,475.23 ✕
Postponed:	\$3,329,891.40
Delinquent:	\$510,598.34
Balance Due:	\$3,840,489.74

2 of 2



11-b

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 13, 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: Bona Fide Club

Name: Fort Atkinson Lions Club

Street Location: PO Box 352

Manager of affair: Dave Ring / John Anderson / Russ Turk

Premises: 30 N Water Street – Municipal Gymnasium

Name of Event: Fort Atkinson Lions Club Smelt Fry

Date of Event: April 17, 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 Lions Club Smelt Fry for use at 30 N Water Street for an event scheduled for April 17, 2020 contingent upon having licensed operators and purchasing products from a beverage distributor.

1 of 2

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

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

FEE \$ 10.00

Application Date: 01/27/2020
County of Jefferson

☐ Town ☐ Village ☒ City of Fort Atkinson

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 _____ and ending _____ 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
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Fort Atkinson Lions Club

(b) Address PO Box 352 Fort Atkinson
(Street)

☐ Town ☐ Village ☒ City

(c) Date organized 01/01/1930

(d) If corporation, give date of incorporation 01/01/1985

(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 John Anderson 1216 Sherman Ave Fort Atkinson

Vice President Russ Turk 1231 Orchard Lane Fort Atkinson

Secretary Janice Brockmann 201 Heritage Drive Fort Atkinson

Treasurer Steve Schafer N1672 Pleasant Road Fort Atkinson

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

Dave Ring N3045 County Rd J

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 30 N Water Street Fort Atkinson

(b) Lot _____ Block _____

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

(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 Fort Atkinson Lions Club Smelt Fry

(b) Dates of event Friday April 17, 2020

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

Wendy W. King
(Signature / Date)

Fort Atk Lions Club
(Name of Organization)

Date Filed with Clerk 01/28/2020

Date Reported to Council or Board 3/3/2020

Date Granted by Council _____

License No. _____



11-C

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 13, 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: Bona Fide Club

Name: Fort Atkinson Lions Club

Street Location: PO Box 352

Manager of affair: Dave Ring / John Anderson / Russ Turk

Premises: 815 Janesville Avenue - Jones Park

Name of Event: Fort Atkinson Lions Club Corn & Chicken Dinner

Date of Event: August 16, 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 Lions Club Corn & Chicken Dinner for use at 815 Janesville Avenue for an event scheduled for August 16, 2020 contingent upon having licensed operators and purchasing products from a beverage distributor.

1 of 2

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

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

FEE \$ 10.00

Application Date: 01/27/2020

☐ Town ☐ Village ☒ City of Fort Atkinson

County of Jefferson

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

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

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

at the premises described below during a special event beginning _____ and ending _____ 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
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Fort Atkinson Lions Club

(b) Address PO Box 352 Fort Atkinson
(Street)

☐ Town ☐ Village ☒ City

(c) Date organized 01/01/1930

(d) If corporation, give date of incorporation 01/01/1985

(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 Russ Turk 1231 Orchard Lane Fort Atkinson

Vice President Dave Ring N3045 County Road J Fort Atkinson

Secretary Janice Brockmann 201 Heritage Drive Fort Atkinson

Treasurer Steve Schafer N1672 Pleasant Road Fort Atkinson

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

Dave Ring N3045 County Rd J

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 815 Janesville Ave Fort Atkinson

(b) Lot _____ Block _____

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

(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 Fort Atkinson Lions Club Corn & Chicken Dinner

(b) Dates of event Sunday August 16, 2020

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

Dave Ring 1/27/2020
(Signature / Date)

fort atk lions club
(Name of Organization)

Date Filed with Clerk 01/28/2020

Date Reported to Council or Board 3/3/2020

Date Granted by Council _____

License No. _____



11-d

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 13, 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: Bona fide Club

Name: Fort Atkinson Area Chamber of Commerce

Street Location: 244 N. Main Street

Manager of affair: Kelley Westphal

Premises: S Water Street Parking Lot / Plaza

Name of Event: Rhythm on the River

Date of Event: August 22, 2020

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

Financial Analysis:

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

Staff Recommendation:

I would recommend approval of the Temporary Class B Retailer's License to sell fermented malt beverage and wine for the Chamber of Commerce Rhythm on the River for an event scheduled for August 22, 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 \$ 10

Application Date: 2/11/20

☐ Town ☐ Village ☒ City of Fort Atkinson

County of Jefferson

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

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

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.61(10), Wis. Stats.

at the premises described below during a special event beginning 8/22/20 and ending 8/22/20 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 Area Chamber of Commerce

(b) Address 244 N. Main Street
(Street)

☐ Town ☐ Village ☒ City

(c) Date organized 1/1/1899

(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 Wanda Jorgensen, 1736 Madison Ave, Fort Atkinson, WI

Vice President Chris Scherer, 2550 Advance Road, Madison, WI

Secretary Carrie Chisholm, 244 N. Main St., Fort Atkinson, WI

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

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

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

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

(a) Street number S. Water Street East

(b) Lot Front of patio Plaza Block

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

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

3. Name of Event

(a) List name of the event Rhythm on the River

(b) Dates of event Saturday, August 22nd 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.

Fort Atkinson Chamber of Commerce
(Name of Organization)

Officer Carrie Chisholm 2-12-20
(Signature/Date)

Officer _____
(Signature/Date)

Officer _____
(Signature/Date)

Officer _____
(Signature/Date)

Date Filed with Clerk 2/13/2020

Date Reported to Council or Board 3/3/2020

Date Granted by Council

License No.



11-e

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: February 21, 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 2018-2020:

- | | | |
|----|-----------------|-----------------------|
| 1. | Catilin Rieck | Casey's |
| 2. | Joshua D Smith | Generals |
| 3. | Stephanie Wendt | Casey's |
| 4. | William Wieler | Stop-n-Go Madison Ave |

Financial Analysis:

None.

Staff Recommendation:

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

1 of 1