



**AGENDA
CITY COUNCIL MEETING
MUNICIPAL BUILDING COUNCIL CHAMBERS
101 N. MAIN STREET, FORT ATKINSON, WISCONSIN
JUNE 16, 2020 ~ 7:00 P.M.**

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

None.
5. Public Comment
6. Petitions, Requests and Communications
 - a. Presentation of plaques to retired employees recognizing years of service.

Action – City Manager present plaques.
 - b. Request by Fat Boyz, 219 S Main, to hold event behind their property on June 27, 2020 and block part of the parking lot and alley and for change to their permit description for liquor license.

Action – Reject – Approve.
7. Resolutions and Ordinances

None.

8. Reports of Officers, Boards and Committees

- a. Building, plumbing, and electrical permit report for May 2020.

Action – Accept and file.

- b. Minutes of License Committee meeting held June 10, 2020.

Action – Accept and file.

- c. Minutes of Transportation and Traffic Committee meeting held June 11, 2020.

Action – Accept and file.

9. Unfinished Business

- a. Review and approve change order for Wheels Park construction contract.

Action – Reject – Approve.

- b. Review and approve concrete contract for Wheels Park donor plaza.

Action – Reject – Approve.

- c. Review and approve State/Municipal Agreement for MLS grant and authorize city staff to solicit interest rates from local banks to borrow for project.

Action – Reject – Approve.

- d. Review and approve agreement for change in scope and cost of zoning code update.

Action – Reject – Approve.

- e. Recommendation from Transportation and Traffic Review Committee to change speed limit to 30 MPH along entirety of Hackbarth Rd, and Ordinance.

Action – Reject – Approve.

- f. Recommendation from License Committee to approve alcohol beverage licenses for period from July 1, 2020 to June 30, 2021.

Action – Reject – Approve.

- g. Recommendation from License Committee to approve cigarette and tobacco product licenses for period from July 1, 2020 to June 30, 2021.

Action – Reject – Approve.

10. New Business

- a. Review and approve rental agreement for Airport agriculture land.

Action – Reject – Approve.

- b. Review and approve rental agreement for Klement Business Park hay land.

Action – Reject – Approve.

- c. Review and approve rental agreement for Klement Business Park agriculture land.

Action – Reject – Approve.

- d. Review and approve 3-lane configuration design for Robert St. Bridge (2022 construction).

Action – Reject – Approve.

11. Miscellaneous

- a. Grant operator licenses.

Action – Reject – Approve.

- b. City Sewer, Water, and Stormwater Utility financial statements as of May 31, 2020.

Action – Accept and file.

12. Claims, Appropriations and Contract Payments

a. Verified claims.

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

13. Adjournment

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

CITY OF FORT ATKINSON
City Council Minutes ~ June 2, 2020

CALL MEETING TO ORDER.

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

ROLL CALL.

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

APPROVAL OF MINUTES OF MAY 19, 2020 REGULAR COUNCIL MEETING.

Cm. Kotz moved, seconded by Cm. Johnson to approve the minutes of May 19, 2020 regular council meeting. Motion carried unanimously via Zoom.

PUBLIC HEARINGS

None.

PUBLIC COMMENT

After three calls by Pres. Becker, no comments were received.

PETITIONS, REQUESTS AND COMMUNICATIONS

a. Introduction of new Parks & Recreation Director.

Brooke Franseen introduced herself to the Council via Zoom.

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

Clerk Ebbert reviewed the amended request to close the portion of Water Street for every Saturday and not just for the Arts Saturday. The closure allows proper social distancing for all vendors and customers. Neighboring property owners were notified and no comments were provided.

Cm. Johnson moved, seconded by Cm. Kotz to approve the amended request by Chamber of Commerce to close South Water Street East on Saturdays for Farmer's Market. Motion carried via Zoom. Cm. Scherer abstained.

RESOLUTIONS AND ORDINANCES

None.

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

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

Cm Kotz moved, seconded by Cm. Johnson to approve the appointment of Sara Podoll to fill unexpired term on Library Board to 2023. Motion carried unanimously via Zoom.

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

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

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

UNFINISHED BUSINESS

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

Manager Trebatoski discussed the previously approved sale of property. Due to the pandemic, the purchaser is seeking a relief of the schedule in when they are to have construction commenced. Attorney Westrick reviewed the contract and provided documentation for Council approval.

Cm. Kotz asked if the purchaser or land contract naming was changed. Trebatoski replied the owners would be purchasing the property under the name of the LLP and operating as the business name.

Cm. Kotz moved, seconded by Cm. Johnson to approve land contract with Mickelson Investments, LLP for land purchase in Klement Business Park as presented. Motion carried unanimously via Zoom.

Cm. Scherer moved, seconded by Cm. Kotz to approve the granting of a variance from the Protective Covenants of the Business Park to extend the amount of time for building construction to commence to 36 months after the date of purchase of June 25, 2020. Motion carried unanimously via Zoom.

NEW BUSINESS

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

Engineer Selle reviewed the petition. Jefferson County has a match program that allows municipalities to contribute cash to an account based upon the total length of streets in their jurisdiction. The County will in turn match that amount effectively doubling the value. The work is then performed by the County crews.

Cm. Kotz moved, seconded by Cm. Scherer to approve petition and Resolution for County Highway aid to take \$6,182 from the 2020 Street Program budget to fund the 2020 County Aid Road Fund and to authorize Manager Trebatoski to fill out the petition, confirming the commitment. Motion carried unanimously via Zoom.

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

Engineer Selle stated this is the 3rd year of utilizing the County to perform this work. The County counts the length of the paint, where we count the total length of the road we want painted. Selle discussed the type of material used and the length of life for said material.

Cm. Kotz moved, seconded by Cm. Scherer to approve bid for long line painting as budgeted and authorize the City Manager to sign the agreement with Dane County for a price not to exceed \$10,000. Motion carried unanimously via Zoom.

MISCELLANEOUS

a. *Granting operator licenses.*

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

CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS

a. *Verified claims.*

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

ADJOURNMENT

Cm. Scherer moved, seconded by Cm. Johnson to adjourn. Meeting adjourned at 7:28 pm.

Respectfully submitted,
Michelle Ebbert
City Clerk/Treasurer



6-b

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 11, 2020

TO: City Council

FROM: Michelle Ebbert, City Clerk/Treasurer

SUBJECT: Special Event – Fat Boyz Inc Anniversary Celebration

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: 15th Anniversary Celebration

Date: Saturday June 27, 2020

Location: 219 S Main Street and rear entrance, alley and portion of parking lot

Contact Person: John Dawson

Hours of Event: 2:00 pm to 9:00 pm

Estimated Number of Attendees: not provided

As prior year requests, Mr. Dawson would like to close off a portion of the alley behind his business to allow for patrons to buy and consume alcoholic beverages in the designated area.

Information of the event was routed to Departments on June 8th with the following comments:

Police Department: See attachment for supportive comments.

Financial Analysis:

There is no financial impact to the City.

Staff Recommendation:

Approve the Special Event for Fat Boyz Inc to close a portion of the alley behind 219 S Main Street for premise description change to allow for sales and consumption of alcoholic beverages on Saturday June 27th from 2:00 pm to 9:00 pm.



CITY OF FORT ATKINSON
Special Event Application

Name of Business/Group Organizing Event: <u>Fat Boyz Inc</u>	
Contact Person for Event: <u>John Dawson</u>	
Phone Number: <u>920-728-3415</u>	Email:
Is the Business/Group Organizing Event: <input checked="" type="checkbox"/> For profit or <input type="checkbox"/> Non-Profit	
Special Event Details	
Event Name: <u>15th Anniversary Celebration</u>	
Event Date: <u>Sat. June 27</u>	
Event Location: <u>Fat Boyz 219 S. Main St. Rear parking lot and alley</u>	
Estimated Number of Attendees: <u>not listed</u>	Hours of Event: <u>2 pm - 9 pm</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 type="checkbox"/> I will be having music	Start and end time of music:
<input checked="" type="checkbox"/> I will be closing a street(s) <u>/alley</u>	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 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>Attached</u>	

Office Use Only

Date Submitted to Clerk: 6/8/20 Date Emailed to Departments: 6/8/20

Department	Comments, Concerns, Action(s) to be taken
<input checked="" type="checkbox"/> Clerk/Treasurer	<u>premise extension requested for sale/consumption alcohol</u>
<input checked="" type="checkbox"/> EMS - Ryan Brothers Ambulance	<u>no comments provided</u>
<input checked="" type="checkbox"/> Engineer and Building Inspection	<u>no comments provided</u>
<input checked="" type="checkbox"/> Electrician	<u>no concerns</u>
<input checked="" type="checkbox"/> Fire and Rescue Department	<u>no concerns</u>
<input checked="" type="checkbox"/> Library and Museum	<u>none</u>
<input checked="" type="checkbox"/> Parks & Recreation	<u>no comments provided</u>
<input checked="" type="checkbox"/> Police Department	<u>Supports, comments on memo</u>
<input checked="" type="checkbox"/> Public Works Department	<u>no comments provided</u>
<input checked="" type="checkbox"/> Wastewater and Water Utility	<u>no comments provided</u>
Date Reported to City Council (if necessary): <u>6/16/2020</u>	
Comments, Contingencies, Findings:	

May 26, 2020

City Council of Fort Atkinson
Attention: Matt Trebatoski
101 N Main Street
Fort Atkinson, WI 53538

Dear Mr. Trebatoski and members of the Fort Atkinson City Council;

I am writing this letter to kindly request permission from the City of Fort Atkinson to use the public parking lot and alley in the back of my business, Fat Boyz Inc. located at 219 S Main Street. Reason for the request is to host a motorcycle drawing during the 15th Anniversary Celebration of Fat Boyz. The plan is to use the same space outside as you have allowed us to use the past few years around this time for the same purpose.

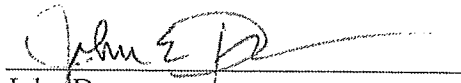
This is not an all day request; we are kindly asking to use part of the parking lot (from mail boxes to south exit) and alley only from 2:00 pm – 9:00 pm (also allowing some time before and after for set-up & take down / cleanup). We will not have a tent outside but are asking to rope it off for this time period *and* allow sales and open carryout of alcoholic beverages during this time period.

Here is a summary:

Date:	Saturday, June 27 th 2020
Time:	2:00 pm – 9:00 pm
Requestor:	Fat Boyz Inc.
Location:	Parking lot and alley between US Post Office and Businesses located at 201 S Main St – 235 S Main St
Event:	15th Anniversary Celebration / Motorcycle drawing

If you have any questions, please do not hesitate to contact me, 920-563-3051 or Cell 920-728-3415.

Sincerely,



John Dawson
Owner / Operator Fat Boyz Inc.

3015

Michelle Ebbert

To: Michelle Ebbert
Subject: RE: SPECIAL EVENT - Fat Boyz Annual Celebration

From: Adrian Bump <abump@fortpd.com>
Sent: Tuesday, June 9, 2020 1:58 PM
To: Michelle Ebbert <miebbert@fortatkinsonwi.net>
Subject: RE: SPECIAL EVENT - Fat Boyz Annual Celebration

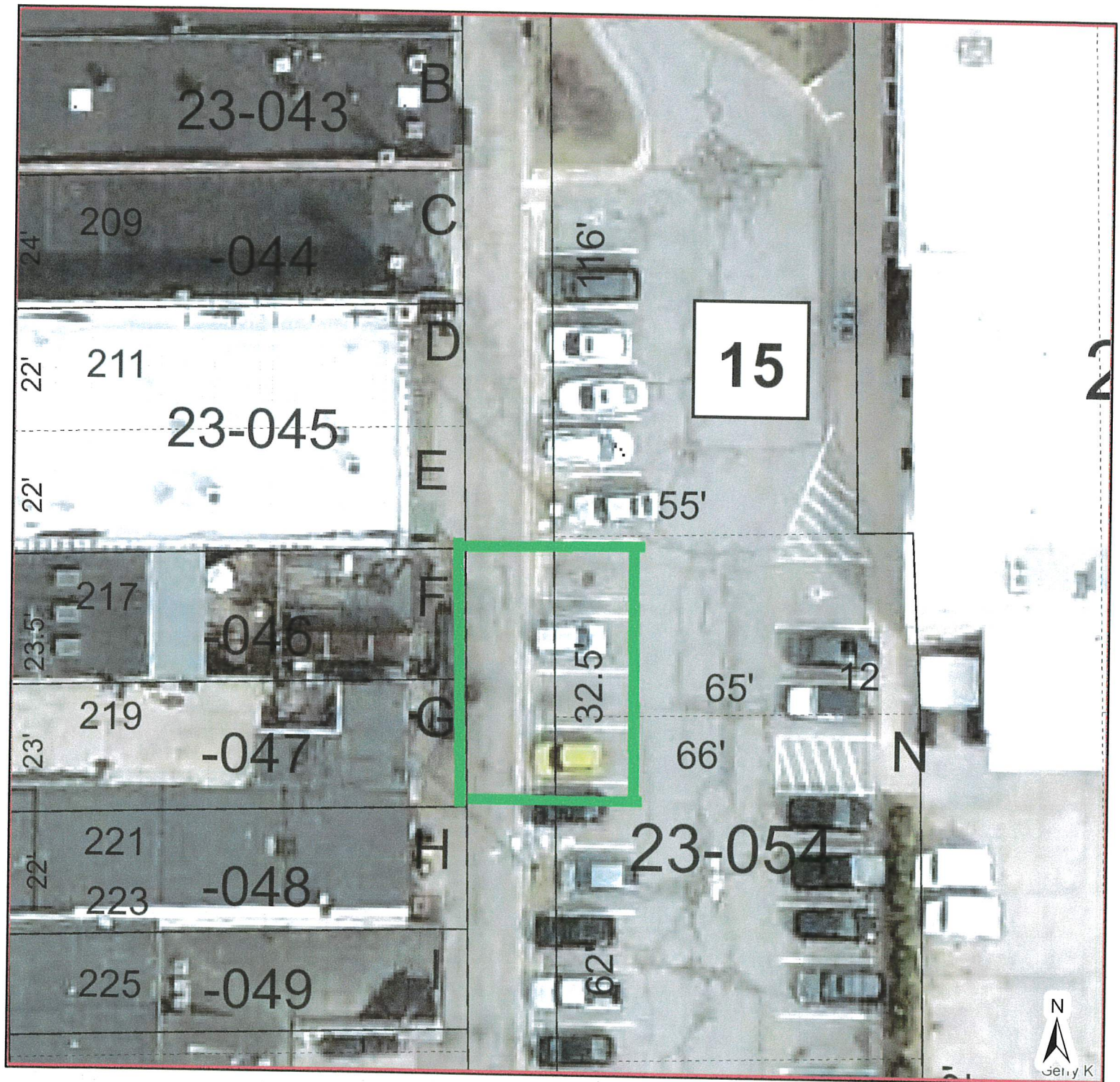
I support this event and recommend the City Council approve the request as long as the extended venue aligns with the same areas used in past years.

As in years past I also request that Fat Boyz take the necessary precautions to ensure that patrons taking advantage of the outside area are properly and safely contained within the designated area. I believe an assigned employee or security person present to ensure patrons do not leave the designated area with open intoxicants will help make the event safe.

Adrian Bump
Chief of Police
Fort Atkinson Police Department
101 S. Water Street West
Fort Atkinson, WI 53538
920-563-7777



Fat Boyz Request



Parcels

Parcels

Parcel Lines

- Property Boundary
- Old Lot/Meander Lines

- Rail Right of Ways
- Road Right of Ways
- Section Lines
- Surface Water
- Map Hooks

Tax Parcels

Streams and Ditches

raster.SDE.ORTHOS_2018

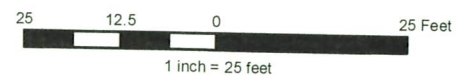
- Red: Band_1
- Green: Band_2

Blue: Band_3



Jefferson County Geographic Information System

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.



Printed on: June 10, 2020

Author: Public User

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FORT • ATKINSON

Permit Report

05/01/2020 - 05/31/2020

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
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Group:

21022	575 W BLACKHAWK DR	HOMES FOR INDEPENENT LIVING		REPLACE AC	0	\$65.00
						\$65.00

Group Total: 1

Group: Add/Alter Commercial

20996	728 Charles St.	Bethany Lutheran Church	Add/Alter Commercial	Remodel Parsonage and add Classroom addition.	225,000	\$943.40
21009	1525 Janesville Ave	Carla Robinson Stewart	Add/Alter Commercial	Remodel existing restaurant	20,000	\$790.00
21041	827 Banker Rd.	Madison College	Add/Alter Commercial	Remodel	29,950	\$385.80
						\$2,119.20

Group Total: 3

Group: Deck

21004	1419 Greene St.	Damion Steines	Deck	Deck in rear yard	2,800	\$80.70
21013	433 McComb St.	Miranda Bennett	Deck	Deck in rear yard	800	\$60.00
21026	1617 Ila St.	Michael Gayhart	Deck	Deck	1,000	\$67.80
21030	311 Wilson Ave	Larry & Shirley Muska	Deck	Deck on rear of home	1,500	\$55.20
21033	603 Van Buren St.	Robert Farrell	Deck	Deck in rear yard	2,667	\$73.80
						\$337.50

Group Total: 5

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
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Group: Demo/Raze

21000	822 Riverside Dr.	Michael Larson	Demo/Raze	Raze existing two car garage	0	\$80.00
						\$80.00

Group Total: 1

Group: detached garage

21027	18 S Water St. West	Bill Camplin	detached garage	car port	2,500	\$60.00
21038	71 Rankin St.	Francisco Alvarez Ramirez	detached garage	New detached garage	10,000	\$102.00
21042	301 S Sixth St.	Brandon Beaudou	detached garage	New detached garage	8,000	\$116.40
						\$278.40

Group Total: 3

Group: Electrical

20997	423 Rogers St	Marjorie Fenn	Electrical	100 O.H. Service	0	\$55.00
20998	10 S Sixth St	Mimma Nelson	Electrical	2-100 amp services	0	\$80.00
20999	1018 S Main	Doug Blazier	Electrical	Garage (39 openings & 2-220V outlets)	0	\$58.75
21003	214 Hickory St	Mark Furst	Electrical	Service; Inverter	0	\$65.00
21008	508 Shah Ave	Dennis Mann	Electrical	1 direct wired appliance	0	\$35.00
21014	338 MERCHANT AVE	JOHN CARLSON	Electrical	AC	0	\$40.00
21019	310 Monroe St	Samuel Lombardo	Electrical	Sub Panel Replacement	0	\$55.00
21021	1520 Madison Ave	FORT HEALTH CARE	Electrical	Outlets&Light ing Fixtures	0	\$62.00

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
21023	728 Charles St	Bethany Lutheran Church	Electrical	132 openings; HVAC; Comm. Circuits	0	\$209.00
21032	229 S Main St.	Amanda Collins	Electrical	24 openings	0	\$48.00
21034	933 Erick St.	Justin Hacht	Electrical	100 amp service	0	\$55.00
21035	805 W Cramer St.	Ryan Felmlee	Electrical	200 amp service	0	\$60.00
						\$822.75

Group Total: 12

Group: Fence

21017	1117 W Sherman Ave.	David Westrick	Fence	6' privacy fence in rear yard	2,500	\$55.00
21031	614 Whitewater Ave.	Ashley Boos	Fence	6' privacy fence in rear yard	600	\$55.00
21043	622 Talent Tr	Gretchen Courtier	Fence	Privacy fence	2,000	\$55.00
21044	1109 Janette St	Joe Zweep	Fence	Privacy fence	1,000	\$55.00
21045	326 Grant St.	Donna Haugom	Fence	6' privacy fence in rear yard	2,345	\$55.00
21046	425 Memorial Dr.	Michael Hansen	Fence	6' privacy fence in rear yard	1,780	\$55.00
						\$330.00

Group Total: 6

Group: HVAC

21001	506 Commander Ct	Todd Wileman	HVAC	New single family home hvac	0	\$135.00
21007	612-614 Talent Tr	Ryan Foust	HVAC	New two family residence	0	\$240.00

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
21015	338 MERCHANT AVE	JOHN CARLSON	HVAC	REPLACE 1 AC	0	\$65.00
						\$440.00

Group Total: 3

Group: New Single Family

21018	111 Radloff St.	Jeff & Renee Jensen	New Single Family	New Single Family Home	450,000	\$868.90
						\$868.90

Group Total: 1

Group: Plumbing

20995	612-614 Talent Tr	Ryan Foust	Plumbing	New two family residence	0	\$384.00
21005	728 Charles St	Bethany Lutheran Church	Plumbing	10 fixtures	0	\$90.00
21010	1525 Janesville Ave	Carla's Catering	Plumbing	4 fixtures	0	\$54.00
21011	1611 Premier Pl	Christopher Barry	Plumbing	18 fixtures	0	\$138.00
21016	900 WEST SHERMAN AVE	MISHELL DRAEGER	Plumbing	BATHTUB SHOWER	0	\$36.00
21020	111 RADLOFF ST	JEFF JENSEN	Plumbing	2 SEWER WATER LATERAL/23 FIXTURES	0	\$318.00
21028	1611 Premier Place	Todd Wileman	Plumbing	Sewer and Water Lateral	0	\$105.00
21029	506 Commander Court	Todd Wileman	Plumbing	1 Sewerand Water Lateral	0	\$105.00
21040	808 W Blackhawk Dr	Gary & Sandra Werth	Plumbing	six fixtures	0	\$66.00
21047	508 Van Buren St	Mariah Fitz	Plumbing	Repair sewer lateral	0	\$105.00
						\$1,401.00

Group Total: 10

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
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Group: Pool/Hot Tub

21025	1655 Montclair Pl	Dan Courtier	Pool/Hot Tub	New pool, deck and fence	5,000	\$76.00
						\$76.00

Group Total: 1

Group: Shed

21002	424 Oak Ridge Ct	Daniel & Rhonda Strike	Shed	10' X 12' Shed	300	\$48.00
21012	1503 Stacy Ln.	Luke & Penny Walsh	Shed	Shed	5,200	\$48.00
21024	121 W Blackhawk Dr	Marianne Bardenwerper	Shed	New lean on back of garage	500	\$58.80
21039	1008 Apache Ct.	Bruce & Tasha Baker	Shed	Shed & deck on side of shed	3,000	\$53.40
						\$208.20

Group Total: 4

Group: Single Family Alteration/Addition

21036	309 Lincoln St.	David Thomas	Single Family Alteration/Addition	Repair smoke and fire damage	65,000	\$307.50
21037	428 N Main St.	Phillip Ball	Single Family Alteration/Addition	Repair smoke and fire damage	35,000	\$284.85
						\$592.35

Group Total: 2

						\$7,619.30
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Total Records: 52

6/2/2020

CITY OF FORT ATKINSON
Licensing Committee ~ June 10, 2020

CALL MEETING TO ORDER.

Pres. Becker called the meeting to order at 4:00 pm via Zoom.

ROLL CALL.

Present via Zoom: Cm. Housley, Cm. Scherer and Pres. Becker. Also present City Clerk/Treasurer.

REVIEW APPLICATIONS AND MAKE RECOMMENDATION FOR ALCOHOL BEVERAGE LICENSE APPLICATIONS FOR THE LICENSING PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021.

Clerk Ebbert reviewed the applications and renewals. The Police Department was able to provide checks on establishments and made positive contacts with owners/employees and managers. Ebbert noted the following:

- Riverfront Family Restaurant – same owners however changing name to Riverfront Café
- Riverstone Event Center changed their Agent to Kristin Richter
- First renewal for The Bug House (license formerly held by Hijynx) at 225/227 S Main Street
- First renewal for Tavern on Rock (license formerly held by Belmont) at 29 W Sherman Avenue*First renewal for 10-62 Saloon (license formerly held by Union Jacks/Rustic Waters) at 12 S Water Street E
- The following businesses has Agent changes mid-year and were previously approved by Council: Pizza Hut, Rock River Lanes and American Legion Dugout.
- Nomadic 96 S Main Street and La Fortaleza Mexican Restaurant 1525 Janesville Avenue both closed within the past year. Both locations held Class “B” Fermented Malt Beverage and “Class C” Wine licenses.

The Committee discussed existing license ordinances that pertain to a license not being used for 90 consecutive days.

Cm. Scherer moved, seconded by Cm. Housley to recommend Council approve the Alcohol Beverage License applications for the licensing period of July 1, 2020 through June 30, 2021 contingent upon payment of all monies owed to the City by license holders. Motion carried unanimously via Zoom.

REVIEW OF CIGARETTE AND TOBACCO PRODUCT RETAIL LICENSE APPLICATIONS FOR LICENSING PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021.

Clerk Ebbert provided the annual license applications. As of meeting date, Tobacco Land and Family Dollar had not yet submitted their applications to sell such products. Clerk Ebbert will make a 3rd attempt to reach those businesses.

Cm. Scherer moved, seconded by Cm. Housley to recommend Council approve the cigarette and tobacco products retail license applications for licensing period of July 1, 2020 through June 30, 2021. Motion carried unanimously via Zoom.

ADJOURNMENT.

Cm. Housley moved, seconded by Cm. Scherer to adjourn. Meeting adjourned at 4:25 pm.

Respectfully submitted
 Michelle Ebbert
 City Clerk/Treasurer

**TRANSPORTATION & TRAFFIC REVIEW COMMITTEE MINUTES
CITY OF FORT ATKINSON
CONFERENCE ROOM, POLICE DEPARTMENT
JUNE 11, 2020 - 2:00 p.m.**

The meeting was called to order by Chairman Selle at 2:00 p.m. in the Conference Room of the Police Department.

Members Present: Armstrong, Bump, Williamson, Johnson, Rice, Selle and Smith

Members Absent: Carter, Maas

1. Motion to approve the Minutes of the March 12, 2020 meeting made by Bump, seconded by Rice. Motion passed by unanimous voice vote.
2. Parking Requests:
 - a. None.
3. Speed Limit Reviews:
 - a. *Discuss speed limit change for Hackbarth Rd. Will be raised from 25 MPH to 30 MPH within City and lowered from 35 MPH to 30 MPH within township.*

Selle indicated this topic has been thoroughly explored. Center line painting and placement of proper school zone signage has been completed. Installation of four-way stop at Endl Blvd. is on agenda for township meeting to take place 6/11/2020. Selle asked for motion to approve change in speed limit on Hackbarth Rd.

Smith moved, seconded by Johnson, to change the speed limit to 30 MPH along entirety of Hackbarth Rd. Motion carried.
4. Traffic Signal Reviews:
 - a. *Discuss submitted request for stop sign placement at W Blackhawk Dr.*

Selle indicated that Mr. Shaefer was present to discuss submitted request. Mr. Shaefer explained that with children utilizing front yard for outdoor activity there is consistently noted failure to stop at intersection of W Blackhawk Dr and Monroe St completely, as well as speeding, along W Blackhawk Dr. Mr. Shaefer suggested speed bumps and/or placement of stop sign. Selle and Chief Bump were in agreement with need for stop sign.

Chief Bump moved, seconded by Johnson, to make intersection of W Blackhawk Dr and Monroe St a four-way stop. Motion carried.
5. Transit Items:
 - a. *Update from Brown Cab on ridership and marketing for preceding quarter.*

In absence of representative from Brown Cab, Selle indicated they have had a slow start to 2020 due to lack of ridership in the face of COVID-19. They have seen an increase in patrons following the lift of "Safer at Home" order.

Selle indicated that program is covered by federal relief program. One van experienced an accident in March of 2020 and was totaled, with replacement expected to arrive in coming months.

No action taken on this item.

6. Safe Routes to School:

a. *Update on Crossings.*

Selle indicated that all crossings are painted, and signs will be in place by end of following week. Project has remained within budget.

No action taken at this time.

b. *Update on TAP funding.*

Selle indicated that there has been no recent update on TAP grant, and that an update will likely come in August regarding the Blackhawk bike path.

No action taken on this item.

7. Miscellaneous:

a. *Discuss submitted request for "Children at Play" sign placement on Lakeview Dr.*

Selle indicated that there is no direct policy in place to manage this type of request. Chief Bump has had no filed speed complaints related to Lakeview Dr. Chief Bump indicated that Police Department completed two separate traffic surveys, which resulted in a mode speed limit of 27 MPH during afternoon scanning and 22 MPH during morning, with 28 and 12 vehicles scanned by radar respectively.

Rice moved to deny request for "Children at Play" sign at Lakeview Dr., seconded by Johnson. Motion carried.

7. Adjournment:

Chief Bump moved, seconded by Armstrong, to adjourn the meeting and passed by unanimous voice vote. The meeting was adjourned at 2:32 p.m.

Respectfully submitted,

Liz Idzikowski, PR Ex. Assist.

Traffic Survey Afternoon

This traffic survey was completed by Fort Atkinson Police Officers in both marked and unmarked vehicles. All stats have been recorded in the agency RM for future use or inquiry.

- 1) **Friday, May 29, 2020**
4:40p-5:10p, 30 minutes
Total vehicles observed: 11
Fastest vehicle: 30 mph
Slowest vehicle: 22 mph
Average speed: 25 mph
Mode speed: 27 mph
- 2) **Saturday, May 30, 2020**
4:24p-4:54p, 30 minutes
Total vehicles observed: 5
Fastest vehicle: 28 mph
Slowest vehicle: 23 mph
Average speed: 26 mph
Mode speed: 28 mph
- 3) **Monday, June 1, 2020**
6:22p-6:52p, 30 minutes
Total vehicle observed: 8
Fastest vehicle: 27 mph
Slowest vehicle: 16 mph
Average speed: 23 mph
Mode speed 27 mph
- 4) **Wednesday, June 10, 2020**
12:45p-1:15p, 30 min
Total vehicles observed: 4 (1
delivery and 1 mail truck)
Fastest: 21 mph
Slowest: 18 mph
Average: 20 mph
Mode speed: 21 mph

Conclusion for Afternoon Traffic:

Total vehicle observed: **28**
Fastest vehicle: **30 mph**
Slowest vehicle: **16 mph**
Average speed: **23.89 mph**
Mode speed: **27 mph**

Traffic Survey Morning

- 1) **Friday, May 29, 2020**
10:15am-10:45am, 30 minutes
Total vehicles observed: 1
Fastest vehicle: 22mph
Slowest vehicle: 22mph
Average speed: 22mph
- 2) **Sunday, May 31, 2020**
10:15a- 10:45a, 30 min
Total Vehicles: 5 (3 pulled from
driveway midblock)
Fastest vehicle: 24
Slowest vehicle:
Mode speed: 24 (2 vehicles
speed recorded/both same)
Average Speed:
- 3) **Tuesday, June 1, 2020**
7:30am-8:00am, 30 min
Total vehicles observed: 4
Fastest vehicle: 27mph
Slowest vehicle: 20mph
Average speed: 23.3mph
- 4) **Wednesday June 10th, 2020**
7:15a-7:45a, 30 min
Total vehicles observed: 2
Fastest Vehicle: 22mph
Slowest Vehicle: 22mph
Average Speed: 22mph

Conclusion for Morning Traffic:

Total vehicle observed: **12**
Fastest vehicle: **27mph**

SCANNED

Slowest vehicle: **20mph**
Average speed: **22.7mph**
Mode speed: **22mph**



9-a

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 9, 2020

TO: City Council
FROM: Brooke Franseen, Parks & Recreation Director
SUBJECT: Change Order for Wheels Park

Background:

As you may recall, the Wheels Park construction contract with American Ramp Company (ARC) was approved for \$285,000 at the March 3, 2020 City Council meeting.

Discussion:

Upon ARC completing the construction of the Wheels Park, the next phase of the project was to have a separate contractor pour 2,178 sq. ft. of concrete for the donor plaza. However, as the attached drawing shows, the donor plaza was designed to connect into the concrete of the Wheels Park. Taking this into account and in an effort to improve the overall flow for users of the park, it was decided to convert the concrete from the donor plaza (rough, broom finish) into the concrete from the Wheels Park (smooth finish), which would also increase the total skating space.

The converted plaza concrete is the area in RED on the drawing. This adds 765 sq. ft. to the Wheels Park, while subtracting 765 sq. ft. from the plaza. The total area of concrete did not change, only the type.

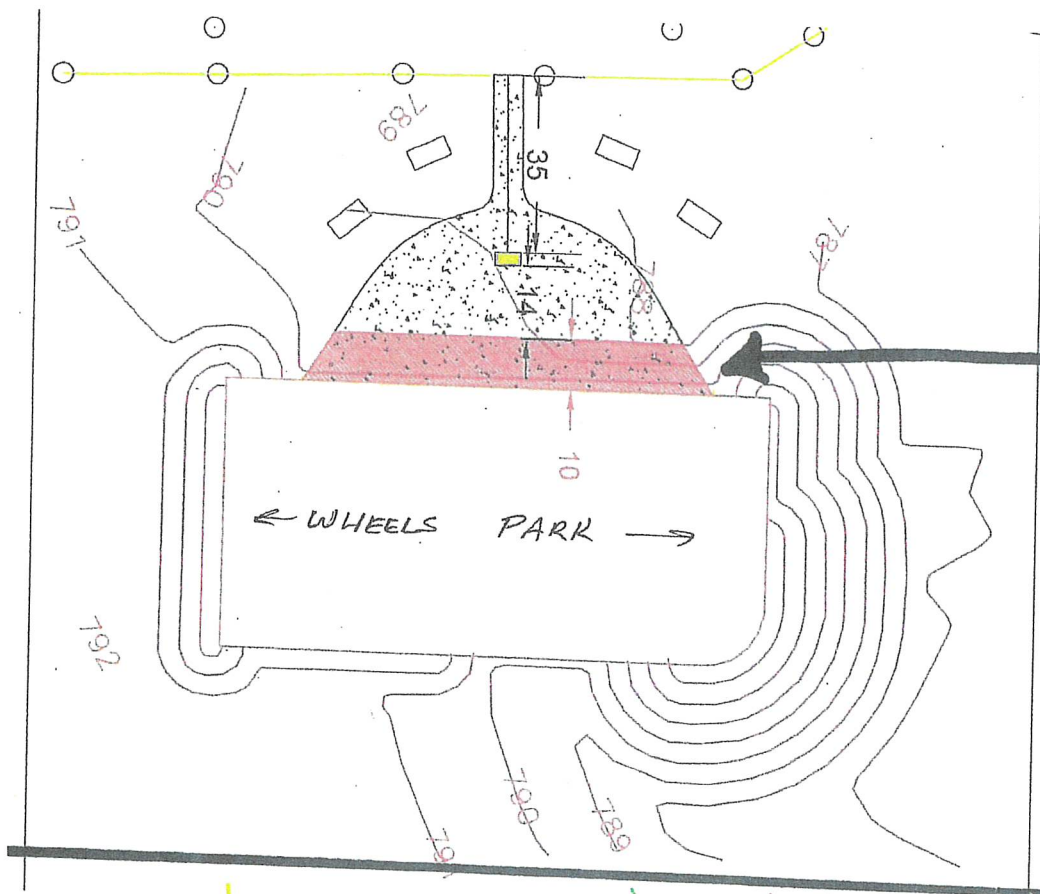
Financial Analysis:

The cost of the Change Order (attached) is \$7,965. The overall budget of \$341,057.78 for the Wheels Park and donor plaza (benches/drinking fountain/donor plaque/rules) did not change.

Staff Recommendation:

We recommend approval of the change order from ARC of \$7,965.

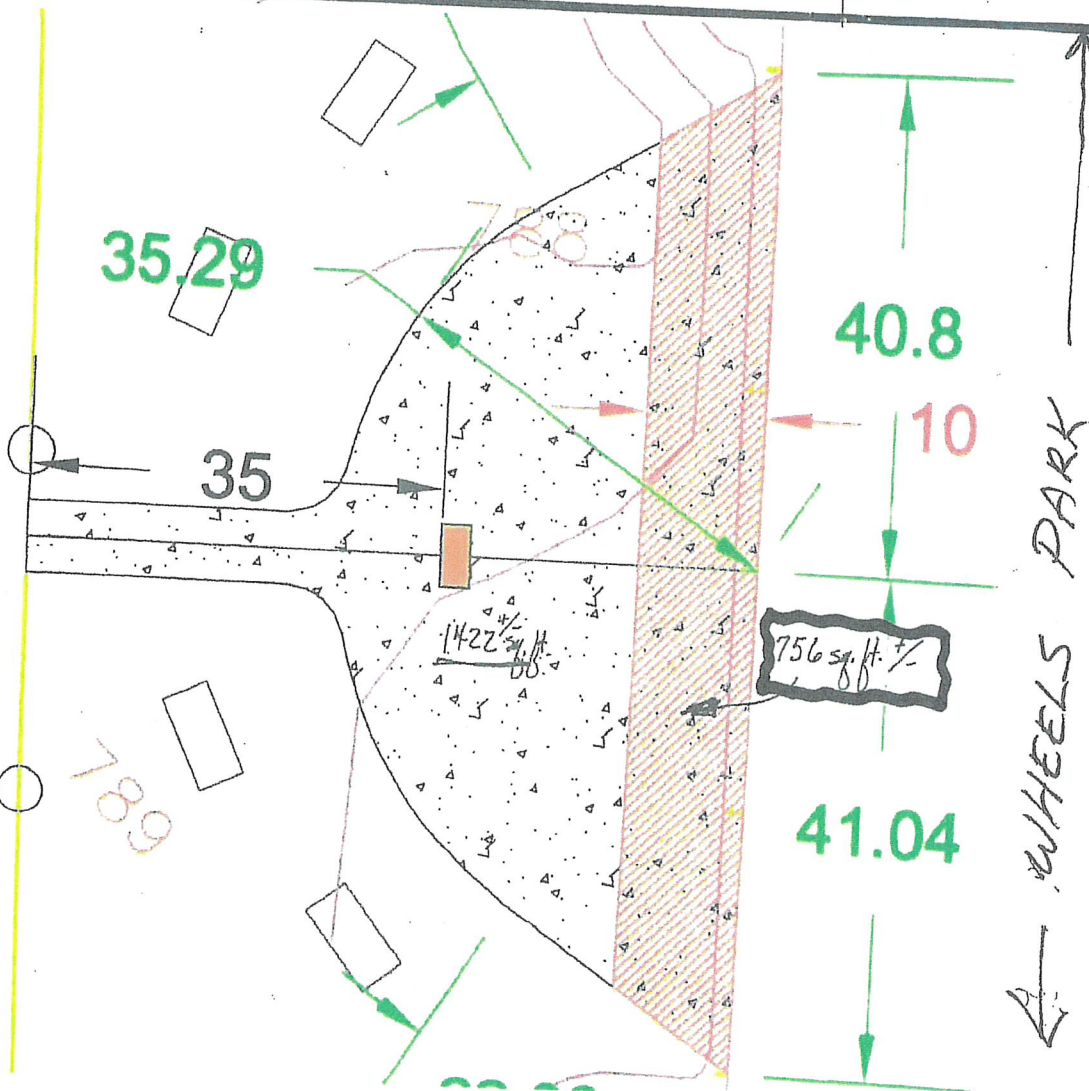
1 of 3

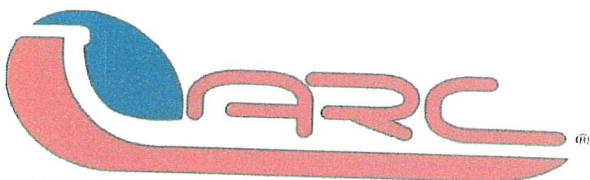


* ACTUALLY
NOT A
CHANGE
ORDER
ON WHEELS PARK.

REMOVED 756 sq ft
of concrete work
from A-1 concrete
on donor plaza
±
added it to skating
area.

No change in size
OR Project Budget total.





Contract Change Order

WWW.AMERICANRAMPCOMPANY.COM

Owner: City of Fort Atkinson Project ID/PO #: 14010037 Date: 5/28/2020
Address: 30 N. Water Street W. Project Name: Fort Atkinson Skatepark CO#: 1
City, State, Zip: Fort Atkinson, WI 53538 Superintendent: Ben Horan

This change order modifies or amends the provisions of the contract/order dated 3/10/20 by and between the owner and American Ramp Company, Inc.. American Ramp Company, Inc. is hereby directed to make the following change(s) in the performance of the contract work:

Description of Work				
Description	Unit	Quantity	Unit Price	Change Order Cost
Change Order #1 Per Itemized Statement on page 2			\$ 7,965.00	\$ 7,965.00
Total of this Change Request			\$	7,965.00

As a result of the change(s) described above, the amount of payable to the contractor hereunder is modified as follows:

☐ No Change ☒ Increase ☐ Decrease Amount = \$7,965.00

As a result of the change(s) described above, the time permitted for this contract is hereby modified as follows:

☒ No Change ☐ Increase ☐ Decrease Amount = _____ days

Except as set forth above, all terms & provisions of the contract and all prior Change Orders remain in full force and effect.

Original Contract	\$ 285,000.00
Prior Changes	\$
Amount of this Change	\$ 7,965.00
Total Revised contract	\$ 292,965.00

CONCRETE
PORTION
P.O.

Execution of this Change Order by both parties constitutes a binding agreement that no adjustment in compensation or time of performance shall be made as a result of the foregoing change(s), except as provided herein.

Accepted and Agreed:

ARC: *Anthony Ogden*
Title: Sr. Project Manager
Date: 5.28.20

Owner: _____
Title: _____
Date: _____

American Ramp Company
601 McKinley Avenue, Joplin, MO 64801
Phone: 417-206-6816, Fax: 417-206-6888



q-b

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 11, 2020

TO: City Council
FROM: Brooke Franseen, Parks & Recreation Director
SUBJECT: Concrete Contract for Wheels Park Plaza

Background & Discussion:

The second phase of the Wheels Park project involves the construction of a donor plaza, part of which consists of pouring concrete for the plaza itself, a connection path to the sidewalk, four bench pads and a monument pad. The curb and gutter will also be replaced to create a handicap parking stall in front of the park.

A-1 Concrete has exceeded all expectations on Parks and Recreation projects in the past and has allowed us to purchase and deliver stone ourselves to the site to save on time and materials.

Once the concrete is complete, we will move into the final stages of the Wheels Park project, which will include the Parks Department installing four benches, a bottle fill drinking fountain, a skateboarder sculpture, trash/recycling bins and signage for the park.

The department will be assisted by Mr. Plumber and A+ Environmental for the installation of the drinking fountain. In addition, StoneCraft Masonry will be installing the drinking fountain meter pit and building the donor plaza brick pillar.

Financial Analysis:

The proposed total cost from A-1 Concrete is \$12,451.36. Donated funds for the Wheels Park project were budgeted and are available for this work.

Staff Recommendation:

We recommend approval of the estimate from A-1 Concrete for \$12,451.36.

1 of 2

Estimate # 9314

5/26/2020



City of Fort Atkinson
101 North Main St.
Ft. Atkinson, WI 53538

Project	
Skate park	
Sq.ft or Ln.ft.	Description
1,422	Set-up pour and finish connection from skate park to city sidewalk 4" re-enforced with fiberglass rebar
232	Remove and replace city sidewalk
	Dig and pour monument Pedestal 30"* 62"
16	Remove and replace curb and gutter
80	Set-up pour and finish apron from city sidewalk to new curb and gutter area
4	Bench pads
Please review the Wisconsin Builders Associations Construction Industry Quality Standards for an accurate understanding of normal expectations for quality concrete workmanship. Also please review our terms and conditions. If you have not recieved either of these documents please ask and we will email them to you.	
Proposed total cost	
\$12,451.36	

Signature _____



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 12, 2020

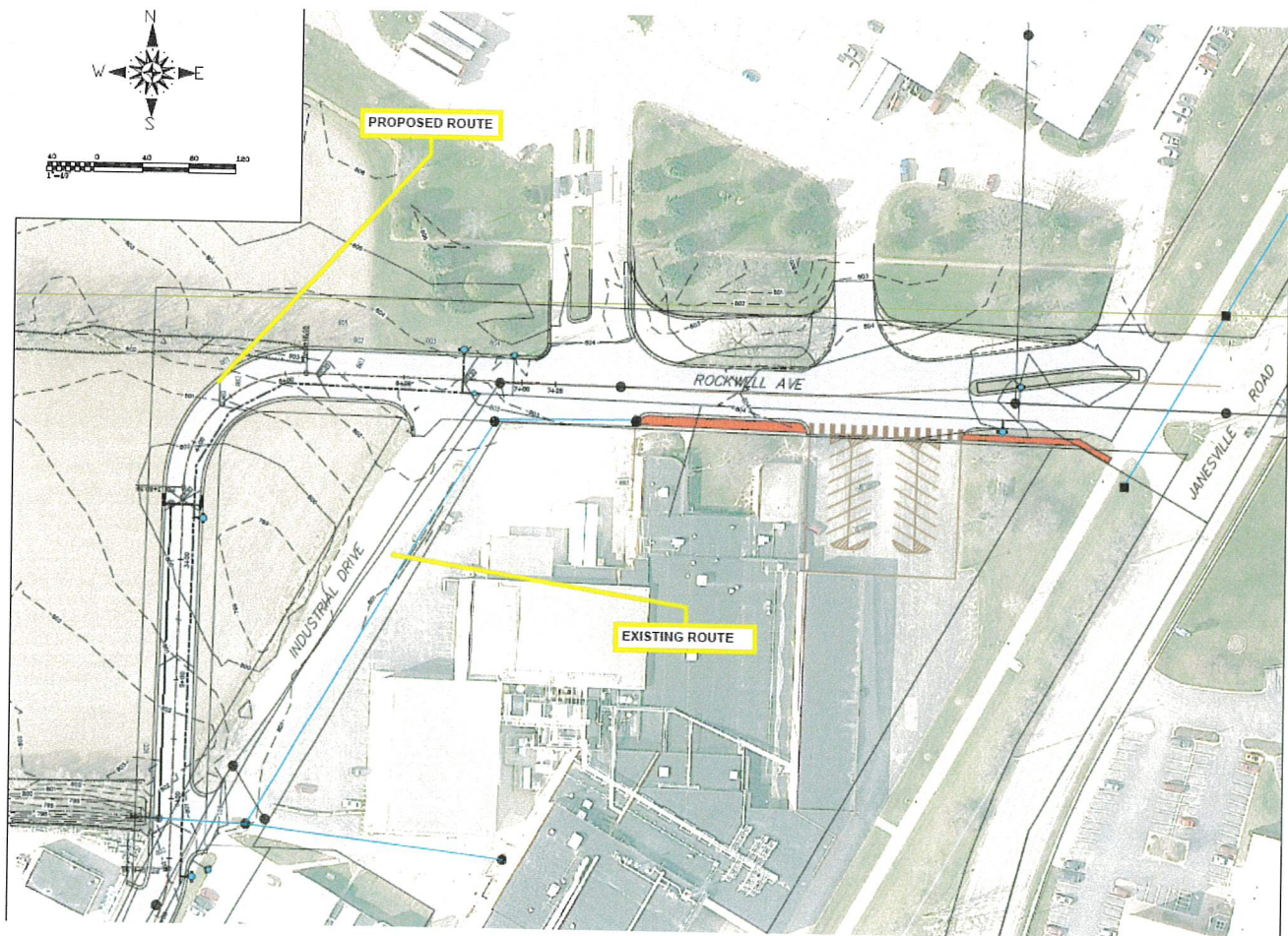
TO: City Council

FROM: Andy Selle, P.E.

SUBJECT: State MLS Grant – State Municipal Agreement and Design Update

Background:

The state of Wisconsin offered competitive grants totaling \$75 million dollars for transportation projects. Cities were given \$14 million of this total. The City of Fort Atkinson put forward an application to attend to streets in two of our industrial parks which have not been paved in decades. The City's grant was funded at 48% or just under \$388,000 thousand. The total project cost estimated in the grant was just over \$800,000. The project must be accomplished within six years of the date of award. Council accepted the grant in early April and authorized staff to solicit terms for borrowing of up to \$500,000 for the project.



Staff have taken a more detailed look at the design and had discussion with Jones Dairy Farm that have indicated their interest in expanding on site in the future. Specifically moving Rockwell Ave / Industrial Drive further west into the actual recorded right of way would allow for this future expansion (Figure 1). Estimates for relocating the road were about \$300,000, and Jones Dairy Farm has committed to paying half of the cost. The state has indicated they will accept this change to the project and maintain their funding commitment.

The total estimated project cost has been updated to \$1.1 million with contingency. The City's portion, less contributions from the grant and Jones Dairy Farm are estimated at about \$575,000 for which the City would borrow.

In addition to seeking approval for this project change, the State also requires signature on the State Municipal Agreement, essentially the contract governing the commitment between the City and the State for the project. The agreement is attached to this memo.

Discussion:

The proposed project change and updated costs represent a solid investment for the City in our industrial parks which serve several of our largest businesses. The design put forward is not a "Cadillac" which would include curb and gutter throughout both parks at considerable added expense, but does make significant improvements to drainage and the condition of the roads. Life expectancy of the roads with good maintenance would be at least 20 years. A memorandum of understanding will be developed with Jones Dairy Farm to ensure all parties are clear regarding obligations for the project. This MOU may be brought back to City Council for review.

Recommendation:

City staff would recommend approving the agreement with the State of Wisconsin for the award of the MLS grant and the terms noted.

City staff would further recommend approval of the expanded project as noted above and authorize staff to solicit interest rates from local banks for a borrowing of up to \$650,000 with terms of 5-10 years.



**STATE/MUNICIPAL AGREEMENT
FOR A LOCAL- LET MULTIMODAL
LOCAL SUPPLEMENT PROJECT**

**Program Name: Multimodal Local
Supplement (MLS)**

MLS Group: City and Village

State Appropriation #: 207

Date: April 30, 2020

I.D.: 1009-48-79

Project Name: Multi-Road

Road Name: INDUSTRIAL DRIVE
Limits: Rockwell Avenue to Klement Street

Road Name: BUTLER DRIVE
Limits: Industrial Drive to Termini

Road Name: KLEMENT STREET
Limits: Janesville Avenue to Termini

Road Name: SUMMIT DRIVE
Limits: Ridge Drive to Hackbarth Road

Road Name: RIDGE DRIVE
Limits: Highland Avenue to Summit Drive

County: Jefferson

Roadway Length: 1.3 mile

Project Sponsor: City of Fort Atkinson

Application Number: 845

The signatory, City of Fort Atkinson, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 20.395(2)(fc), 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request:

Five roads serving two industrial parks were constructed with a standard 12-inch base and 3-inches of asphalt. These roads were constructed between 1971 and 1984. The condition of these roads has deteriorated and are in need of rehabilitation. The pavement rating for these 5 roads is 2 or 3.

Proposed Improvement - Nature of work:

The existing gravel base and asphalt surface will be ground up, compacted, and graded to provide a solid surface for two lifts of new asphalt, the first at 3-inches the second at 2-inches. This will create a robust road section of 15-inches base-coarse and 5-inches of asphalt, adequate for these heavy industrial areas. Road shoulders will be re-established and curb and gutter will be replaced and slightly extended on a short section of Klement Street. Project includes an updated western alignment on Industrial Drive approved 5/20/2020.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project: N/A

3 of 6

The Municipality agrees to the following 2020-2021 Multimodal Local Supplement project funding conditions:

Under the MLS program, project construction costs may be funded with up to 90% state funding to a maximum of \$387,776 for all state-funded project phases when the municipality agrees to provide the remaining minimum 10% and all funds more than the \$387,776 state funding maximum, in accordance with the Multimodal Local Supplement (MLS) program guidelines. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to state authorization is not eligible for state funding. The Municipality will be notified by the State that the project is authorized and available for charging. For this project, the project will be funded at 48% resulting in \$387,776 of funding for eligible items.

This project is currently scheduled as a locally let project. **In accordance with the State's sunset policy for Multimodal Local Supplement projects, the subject 2020-2021 Multimodal Local Supplement improvement must be constructed and in final acceptance within six years from the date of MLS project award.**

The dollar amounts shown in the Summary Funding Table below are state maximum amounts unless explicitly identified otherwise. These amounts are calculated based on estimated eligible costs submitted in the project sponsor's MLS application. The final Municipal share is dependent on the final State participation, and actual costs will be used in the final division of cost for reimbursement.

Project Cost Summary	Estimated Costs	MLS/State Funds	Municipal Funds
Engineering:	0	0	0
Right of Way Acquisition:	0	0	0
Construction:	\$807,867	\$387,776	\$420,091
Total Eligible Costs:	\$807,867	\$387,776	\$420,091
Total Ineligible Costs:	0	0	0
Total Improvement Costs:	\$807,867	\$387,776	\$420,091

\$387,776 is the maximum MLS award for this project and reimbursements may not exceed 90% of project costs.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of either the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Fort Atkinson (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title	Date
------	-------	------

GENERAL TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the MLS program guidance, applicable federal, state and local laws, administrative policy and program rules, ordinances,

4 of 6

standards, and contract bidding requirements. Please note that if any portion of an improvement is funded using federal funds (including design, real estate, or other related work activities), the entire improvement will be subject to federal requirements. All components of the improvement must be defined in the environmental document if any portion of the project is federally funded.

2. The design and construction of the improvement shall be in accordance with nationally recognized association standards unless an exception to standards is granted by the state prior to construction. The entire cost of the improvement not constructed to standards will be the responsibility of the Municipality/County unless such exception is granted.
3. The Municipality/County will assume all responsibility for complying with all applicable environmental requirements for the improvement.
4. The work, which is eligible for state participation will be administered by the Municipality/County. The authority for the state to delegate this responsibility is described in General requirements for administering federal and state aid set forth in ch. Trans 206 and Wis. Stat 86.25(2). Municipal staff resource time is not eligible for payment under this grant.
5. The initiation and accomplishment of the improvement will be subject to the applicable federal, state and local laws, administrative policy and program rules, ordinances, standards, and contract bidding requirements that include, but are not limited to, the following:
 - a) The improvement must be advertised for bid for a minimum of fifteen (15) consecutive days, and contracts awarded to the lowest responsible bid.
 - b) Other competitive bidding requirements set forth in Wis. Stat. 16.855, 66.0901, 985.01(1m) and 985.07.
6. State financing will be limited to up to 90% participation in eligible items or to the limit approved for the improvement - whichever is less.
7. Payments to the Municipality/County can be made to the Municipality/County prior to completion of the project for partial project reimbursement. MLS reimbursement request forms will be provided to the Municipality/County with the signed SMA and the authorization to incur costs form. Project reimbursement documents may also be submitted to WisDOT at time of project completion for one-time reimbursement. Total project reimbursement amounts cannot exceed initial program award amounts. Project reimbursements will be issued to the primary sponsor. Required documentation that must be submitted to WisDOT by the primary sponsor prior to project reimbursement includes the following:
 - a) A copy of the advertisement to bid – ideally an Affidavit of Publication – identifying the text of the ad, the name of the publication in which it was placed, and the dates it was advertised.
 - b) Lowest responsible bid award and rejection notices or dated board minutes, including action taken.
 - c) An Exception to Standards, if applicable to the project.
 - d) Documentation to confirm contractor(s) payment.
8. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality, including General Transportation Aids under Wis. Stat. 86.30.
9. The Municipality/County will keep records of the cost of the improvement together with letting documents and will have them available for inspection by representatives of the state and will furnish copies when requested.
10. The design and construction of the improvement must be certified by a registered professional engineer, if the cost of the improvement exceeds \$65,000.
11. Federal Single Audits of Local Government Units:

- a) The Municipality/County shall have a single organization audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Federal Circular No. A-133).
 - b) This audit shall be performed in accordance with Federal Circular A-133 issued by the Federal Office of Management and Budget (OMB) and state single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c) The Municipality/County will keep records of costs of construction, payroll documents, inspection tests and maintenance done by it to enable the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be subject to a project review or audit as directed by the Department within twelve (12) years of project closing.
12. The Municipality/County will maintain, at its own cost and expense, all portions of the project that lie within its jurisdiction and will make ample provision of such maintenance as long as the road remains open to traffic.
13. In accordance with the State's sunset policy for MLS projects, the subject improvement must be constructed and submitted for reimbursement within 6 years of award.
14. Design and construction work prior to state authorization is ineligible for state funding.
15. If real estate costs total under \$100,000, these costs must be entirely locally funded. If real estate costs exceed \$100,000, all real estate costs are eligible for MLS funding but do not increase the original MLS project award.
16. The appropriation from which this grant is to be paid is the result of a gubernatorial veto of 2019 Wisconsin Act 9 that is currently the subject of litigation pending before the Wisconsin Supreme Court (Wisconsin Institute for Law and Liberty v. Gov. Evers). The outcome of that litigation could adversely affect the availability or amount of funds that are otherwise payable under this contract, or the ability of the Department of Transportation to perform this contract.
17. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
18. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

[End of Document]

6 of 6



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 4, 2020

TO: City Council

FROM: Brian Juarez, Zoning Administrator

SUBJECT: Change in cost and process for Zoning Code update

Background:

A little over a year ago the City began the process of completing a comprehensive rewrite of the City's Zoning Code. The process has been moving along and has had good input from the public, Plan Commission, City Council and City staff.

Discussion:

At the fourth public meeting for the draft Zoning map, held the 28th of May, the issues of upzoning and downzoning of properties was discussed. Downzoning and upzoning are terms referring to the addition or subtraction of uses from a property due to new zoning being assigned to the property. The members of both the Plan Commission and City Council who were present at the May 28th meeting requested that the City mail letters to the individual property owners who would be significantly affected by these zoning changes. While State statute does not require this extra step, it goes a long way towards keeping the process open and transparent and takes an extra step towards offering the chance for additional citizen input.

Financial Analysis:

Attached please find an estimate for costs related to sending the individual letters to property owners prepared by the City's consultant.

Staff Recommendation:

City staff recognizes the benefits derived for our citizens and the overall process by sending out the approximately 370 letters to individual property owners whose properties would be downzoned. City staff would do the actual printing and mailing of the letters but would suggest Vandewalle complete the other items listed in the attached estimate. I therefore would suggest adding an amount, not to exceed \$6505.00 to the budget for the above described work to be completed by Vandewalle & Associates. The added cost would be covered by the City's Unassigned General Fund Balance.

City of Fort Atkinson Downzoning Letters

Budget

Task	Task Description	Hourly Rate	Hours by Position		Printing & Expenses	Total Cost
			Principal	Assistant		
Task 1	Schedule Zoning Map Changes Public Meeting					
Task 2	Write General Notification Letter		1	1		\$ 85
Task 3	Write Specific Downzoning Situation Letters (36)		2	2		\$ 360
Task 4	Make Mailing Lists			12		\$ 1,400
Task 5	Print Letters & Addresses, Prepare Envelopes, Stamp, and Mail Letters (City)**			10		\$ 850
Task 6	Field Letter Responses*					\$ -
Task 7	Prepare and Facilitate Zoning Map Changes Public Meeting					\$ -
Task 8	Make Map Changes to Final Draft Zoning Map For Public Hearing		4	6	\$ 200	\$ 1,470
				4		\$ 340
Total Cost (Tasks 1-8)						\$ 4,505

*Fielding letter responses will be on a time and materials basis up to \$2,000. (Example: 10 calls/emails at 10 minutes each = \$150)

**If V&A were to do this task it would cost approximately \$3,000. (Total cost would be \$7,505)

Prepared by Vandewalle & Associates

6.2.20



VANDEWALLE & ASSOCIATES INC.

June 9, 2020

Agreement for Assistance with the Downzoning Letters

THIS AGREEMENT is made and entered into by and between the "Client" City of Fort Atkinson Wisconsin, and VANDEWALLE & ASSOCIATES, Inc., Madison, Wisconsin, a professional planning and design firm. For purposes of this Agreement, the "Project" is defined as a continued assistance in preparation of Downzoning Letters for the City.

Article I Scope of Work

- A. VANDEWALLE & ASSOCIATES agrees to provide the "Services" which will include the following:
1. Schedule Zoning Map Changes Public Meeting;
 2. Write General Notification Letter;
 3. Write Specific Downzoning Situation Letters (36);
 4. Make Mailing Lists;
 5. Print Letters & Addresses, Prepare Envelopes, Stamp, and Mail Letters (City);
 6. Field Letter Responses (Fielding letter responses will be on a time and materials basis up to \$2,000);
 7. Prepare and Facilitate Zoning Map Changes Public Meeting;
 8. Make Map Changes to Final Draft Zoning Map For Public Hearing.

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax
247 Freshwater Way • Suite 530 • Milwaukee, Wisconsin 53204 • 414.988-8631
www.vandewalle.com

Shaping places, shaping change

- B. Additional Services, beyond those stated in Article I.A., may be provided through a "Work Order".
- C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

Article II Client's Responsibilities

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.
- B. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be Matt Trebatoski, City Manager.
- C. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Name _____

Title

Name _____

Title

- D. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lies solely with Client and the vendor or supplier of that hardware or software.

- E. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

Article III Estimated Schedule

- A. Services in this Agreement shall commence from June 1, 2020 and be in effect for one year, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

Article IV Costs and Payment

- A. All work will be completed on a time and materials basis not to exceed \$6,505.00. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).
- B. Invoice charges to the Client consist of (1) Professional Fees rendered at current billing rates as listed in Attachment One; and (2) Reimbursable Expenses billed at cost multiplied by 1.1, excepting some in-house charges and travel.
- C. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon

receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

Article V Termination

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

Article VI Dispute Resolution

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

Article VII Intellectual Property; Confidentiality

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this

Agreement, "Work Product" means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.

- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product unless on obtaining the prior written approval from VANDEWALLE & ASSOCIATES.

Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.

- D. The parties acknowledge that society has become more and more litigious over the years. Despite having done everything right and fulfilling its obligations under this Agreement, VANDEWALLE & ASSOCIATES may be brought into a lawsuit or other action regarding the Project or other activities of the Client. To avoid VANDEWALLE & ASSOCIATES from incurring significant financial obligations when it has properly performed under this Agreement, Client agrees to indemnify, defend and hold VANDEWALLE & ASSOCIATES, its agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees), arising out of the Project or the performance or non-performance of obligations under this Agreement, except to the extent the same are directly caused by VANDEWALLE & ASSOCIATES' negligence or willful misconduct related to this Agreement.
- E. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of appeals. For purposes of this provision, "prevailing party" shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
- F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.

VANDEWALLE & ASSOCIATES

City of Ft Atkinson / *Downzoning Letters Preparation*

June 9, 2020

7

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

City of Fort Atkinson, Wisconsin

By:

Signature of Authorized Representative

Date

Printed Name

Title

VANDEWALLE & ASSOCIATES, INC.

By:

Nonna Anderson

Nonna Anderson, Business Manager

Date

ATTACHMENT ONE
FEE SCHEDULE

	<u>Hourly Rates</u>
Company President	\$220 to \$250
Principal	\$175 to \$220
Associate	\$95 to \$120
Assistant	\$85 to \$95
GIS Analyst/Cartographer	\$90 to \$100
Communications Specialist	\$65 to \$100
Project Assistant	\$40 to \$65

9-e



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 12, 2020

TO: City Council

FROM: Engineering Dept.

SUBJECT: Request from The Town of Koshkonong to change the speed limit on Hackbarth Rd.

Background:

This has been a thoroughly discussed, and covered, subject over several years now. Hackbarth Rd. is 25 mph within the city limits and 35 within the town limits. The discussion items have ranged from a "4" way stop at Endl Blvd., to proper school zone signage for St. Joseph's Catholic School placed pursuant to the recommended locations. Attached to this memo are several of the most recent meeting minutes containing the committee's discussions, motions, and recommendations.

Staff Recommendation:

City staff revisited the request by the town. The proper school zone signage is placed within the guidelines and the City had the centerline striping completed last construction season.

After review, staff believes that the intention of the discussion over the last several meetings is to provide one consistent speed limit for the entire stretch of Hackbarth Rd., from Whitewater Ave. to Janesville Ave. This would require the Town lowering their portion of the roadway speed limit from 35 mph to 30 mph and the City to increase our portion from 25 mph to 30 mph. Staff recommends increasing the speed limit to 30 mph within the city limits, provided the Town lower their portion to 30 mph.

**TRAFFIC REVIEW COMMITTEE MINUTES
CITY OF FORT ATKINSON
JUNE 30, 2016 - 2:00 p.m.**

The meeting was called to order by Chairman Selle at 2:00 p.m. in the Conference Room of the Police Department.

Members Present: Andy Selle, Jeff Armstrong, Adrian Bump, and Rudy Bushcott

Members Absent: Kent Smith, Davin Lescotier

Others Present: Matt Trebatoski, Bill Burlingame and Tom Kulczewski,

1. Parking Requests:

None.

2. Speed Limit Reviews:

a. Speed limit request on Hackbarth Road – Town of Koshkonong.

Bill Burlingame presented a request to make Hackbarth Rd a consistent speed limit at 30 mph along its entire length. Currently it is 30 mph in the Town portion and 25 mph in the City portion. Selle indicated this had been discussed at a previous meeting with respect to safety in this area and the committee voted to leave speed limits as they are. The committee had also requested a four-way stop placed at Endl and Hackbarth which was rejected by the Town Board. Burlingame acknowledged that his Board was very much against a stop sign at that intersection and requested City officials to speak to the safety issue there. Bump agreed to attend a Town meeting. Selle moved, seconded by Bushcott, to change the speed limit to 30 mph within the City portion, contingent upon the installation of a four-way stop at Endl and Hackbarth as evidenced by the Town making a motion of the same. The motion carried on a 4-0 voice vote.

3. Traffic Signal Reviews:

a. UPDATE - Controlled intersection at Madison Avenue and Reena Avenue.

Selle presented the cost estimate and preliminary design for a traffic signal at Madison and Reena. He indicated this will require WisDOT review for warrants to be approved, specifically a 12 hour traffic count. Selle moved, seconded by Bump, to move forward with data collection and design to install a controlled intersection at Madison and Reena Avenue. The motion carried on a 4-0 voice vote.

**TRANSPORTATION & TRAFFIC REVIEW COMMITTEE MINUTES
CITY OF FORT ATKINSON
CONFERENCE ROOM, POLICE DEPARTMENT
DECEMBER 13, 2018 - 2:00 p.m.**

The meeting was called to order by Chairman Selle at 2:00 p.m. in the Conference Room of the Police Department.

Members Present: Armstrong, Bump, Bushcott, Carter, Johnson, Maas, Selle and Smith

Members Absent: Rice

Others Present: City Manager Trebatoski, Asst. City Engineer Williamson, Dave Lowe and Karl Schulte of Running, Inc./Brown Cab, Dick Schultz of the Fort Atkinson School Board, and Koshkonong Chairman Bill Burlingame

1. Motion to approve Minutes of the September 13, 2018 meeting made by Bump, second by Johnson. Motion passed by unanimous voice vote.

2. Parking Requests:
None.

3. Speed Limit Reviews:

a. Discussion about speed limit on Hackbarth Road

Selle indicated this matter was previously discussed by the Committee in September, 2015 and again in June, 2016 upon the request by the Town of Koshkonong to increase the speed limit within the City limits to coincide with that adopted by the Town Board (35 m.p.h.). The Committee previously offered to increase the speed limit to 30 m.p.h. if the Town Board were to agree to put in a four-way stop at Endl Boulevard and Hackbarth Road. The Town Board would not agree to that. Therefore, the City's speed limit stayed at 25 m.p.h. Mr. Burlingame said the residents of the Town object to lowering the speed limit.

Bump indicated he feels there needs to be proper signage put up in the area of the school in accordance with State laws, and there should be a centerline painted on the street. Other Committee members agreed there are safety concerns in this area with the narrowness of the street and the lack of a centerline.

Bill Burlingame assured the Committee he would take care of getting the proper school signs installed and Selle said he would be having the centerline painted in next year's program.

This matter will be placed on the June, 2019 meeting for further review. No action taken.



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 11, 2020

TO: City Council
FROM: Michelle Ebbert, City Clerk/Treasurer
SUBJECT: Review of Alcohol Beverage License Applications

BACKGROUND

Types of Alcohol Licenses

"Class A" Intoxicating Liquor
Class "A" Fermented Malt Beverage (Beer)
"Class A" Liquor: Cider Only
"Class B" Intoxicating Liquor
Class "B" Fermented Malt Beverage (Beer)
"Class B" Winery
"Class C" Wine
Reserve "Class B" Intoxicating Liquor
Temporary Class "B" Fermented Malt Beverage (Beer) and/or Temporary "Class B" Wine

Definitions

Class A refers to consuming product *away* or off premise (grocery store, gas station).
Class B refers to consuming product *on* premise (bar, tavern, restaurant, bowling alley)
Class C refers to the sale of alcohol beverages accounts for less than 50% of gross receipts. Product may be sold by the glass or in an opened original containers for consumption on the premises where sold.

Types of Alcohol License Combinations and Total Issued

"Class A" Intoxicating Liquor and Class "A" Fermented Malt Beverage (Beer)	- 7
"Class A" Intoxicating Liquor	- 3
Class "A" Fermented Malt Beverage (Beer) and "Class A" Cider Only	- 6
Class "A" Fermented Malt Beverage (Beer)	- 0
Class "B" Fermented Malt Beverage (Beer)	- 0
Class "B" Fermented Malt Beverage (Beer) and "Class C" Wine	- 3
"Class B" Intoxicating Liquor and Class "B" Fermented Malt Beverage (Beer)	- 22
Reserve "Class B" Intoxicating Liquor and Class "B" Fermented Malt Beverage (Beer)	- 3
"Class B" Winery	- 0

Temporary Class "B" Fermented Malt Beverage (Beer) and Temporary "Class B" Wine – these licenses are issued throughout the year to lodges, societies, bona fide clubs, chambers, non-profit, etc.

Quotas exist on the following types of License

"Class A" Intoxicating Liquor (10)	<i>All issued.</i>
Class "A" Fermented Malt Beverage (Beer) (17)	<i>4 licenses available.</i>
"Class B" Intoxicating Liquor and Class "B" Fermented Malt Beverage (22)	<i>All issued.</i>
Reserve "Class B" Intoxicating Liquor (3)	<i>All issued.</i>

The 2015-17 Wisconsin State Budget (2015 Act 55) provides that municipalities shall issue a "Class A" liquor license if both of the following apply:

- The "Class A" liquor license application is for sales limited to cider products only.

- The application for a "Class A" liquor license holds a Class "A" beer license for the same premises.

The budget provision also defines 'cider' to mean any alcohol beverage that is obtained from the fermentation of the juice of apples or pears and that contains not less than 0.5 percent alcohol by volume and not more than 7.0 percent alcohol by volume. "Cider" includes flavored, sparkling, and carbonated cider.

Licensing Period

July 1 through June 30th. All licenses must be applied for timely to allow at least 45 days of Staff processing, Police Department review and preparation for presentation to the Licensing Committee and City Council.

Code of Ordinances: Chapter 6 Alcohol and Nonintoxicating Beverages

Sec. 6.33. Licenses

- (a) No alcohol beverage licenses shall be granted to any applicant for premises on which the applicant is responsible for any delinquent and unpaid personal property taxes, assessments, utility bills or other financial claims of the City.
- (b) No license shall be granted for any premises unless the applicant for the license shall provide to the city evidence of ownership or leasehold interest in the premises for the term of the licenses.
- (c) Any license duly granted not used for 90 consecutive days shall be subject to review and possible suspension or revocation by the Council. These licenses may not be regranted during this 90-day period.

License Fees

Class A or Class B Beer: \$100.00 (*maximum amount allowed to charge by Statute*)
 Class A or Class B Liquor: \$500.00 (*maximum amount allowed to charge by Statute*)
 Class C Wine: \$100.00 (*maximum amount allowed to charge by Statute*)

Publication Fees

All license holders are charged a publication cost to cover the cost of publishing the notice of renewal in the Daily Union. The cost per license is \$25.00.

Premise Inspections

Annually, the Police Department visit the businesses to introduce themselves and perform general inspections. Inspections were completed by May 29th.

DISCUSSION:

Comments on Renewals

Riverfront Family Restaurant – same owners however changing name to Riverfront Café
 Riverstone Event Center changed their Agent to Kristin Richter
 First renewal for The Bug House (license formerly held by Hijynx) at 225/227 S Main Street
 *First renewal for Tavern on Rock (license formerly held by Belmont) at 29 W Sherman Avenue
 *First renewal for 10-62 Saloon (license formerly held by Union Jacks/Rustic Waters) at 12 S Water Street E

The following businesses has Agent changes mid-year and were previously approved by Council: Pizza Hut, Rock River Lanes and American Legion Dugout.

Nomadic 96 S Main Street and La Fortaleza Mexican Restaurant 1525 Janesville Avenue both closed within the past year. Both locations held Class "B" Fermented Malt Beverage and "Class C" Wine licenses.

STAFF RECOMMENDATION:

Staff would recommend approval of the alcohol license applications for the licensing period of July 1, 2020 through June 30, 2021 contingent upon payment of all monies owed to the City by license holders.



9-9

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 11, 2020

TO: City Council

FROM: Michelle Ebbert, City Clerk/Treasurer

SUBJECT: Review of Cigarette and Tobacco Product Retail License applications

Background:

139.34 Permits required.

(1)(a) No person may manufacture cigarettes in this state or sell cigarettes in this state as a distributor, jobber, vending machine operator or multiple retailer and no person may operate a warehouse in this state for the storage of cigarettes for another person without first filing an application for and obtaining the proper permit to perform such operations from the municipality.

The local governing body has the authority to issue licenses to those selling cigarette and tobacco related products over the counter.

Discussion:

There are 14 local businesses that have applied to sell cigarette and tobacco related products. They timely submitted a complete application as required by the Department of Revenue. Since the ban of smoking in bars/taverns, there has been a decrease in the number of issued cigarette licenses.

Financial Analysis:

Currently, a cigarette and tobacco product retail license is \$100.00.

Staff Recommendation:

The applications have been reviewed for accuracy and are recommended to be approved.

<u>Legal Name</u>	<u>Trade Name</u>	<u>Trade Address 1</u>
Casey's Marketing Company	Casey's General Store	342 Whitewater Avenue
Green Way Holdings, Inc	FA GAS	1285 Madison Avenue
Skogen's Foodliner, Inc	Festival Foods	328 Washington Street
J&R Petro, LLC	K P Mart	415 Janesville Avenue
Kwik Trip, Inc	Kwik Trip #439	1565 Madison Avenue
Lions Quick Marts, Inc	Lions Quick Mart	1220 Janesville Avenue
Loeder Oil Co, Inc	Loeder BP Fort Atkinson	303 S. Main Street
Ultra Mart Foods, LLC	Pick 'N Save #6396	1505 Madison Avenue
NK Gas & Food, LLC	Shell Handy Pantry	1012 Whitewater Avenue
Stop-N-Go of Madison, Inc	Stop-N-Go #216	313 Madison Avenue
Stop-N-Go of Madison, Inc	Stop-N-Go #221	1680 Janesville Avenue
Walgreen Co.	Walgreen's #01976	300 N. Main Street
Family Dollar Stores of Wisconsin Inc	Family Dollar Store #26250	1517 Madison Avenue #A

101



10-a-c

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 9, 2020

TO: City Council
FROM: Andy Selle, P.E.
SUBJECT: Ag-Land Rental

Background/Discussion:

The City received bids for the agricultural land rental at the Municipal Airport and Klement Business Park. The leases are for 42.3 acres at the Airport, 57.9 acres of hay land in Klement Business Park, and 27.6 acres of ag land in Klement Business Park.

Financial Analysis:

The bids received were as follows:

Airport Ag Land:

BIDDER

Wilharm Hay Sales
Mark Krause

BID TOTAL/THREE YEARS

\$1,903.50
\$10,575

Klement Business Park Hay Production Land:

BIDDER

Jason Hoesly
Wilharm Hay Sales

BID TOTAL/THREE YEARS

\$20,844
\$19,107

Klement Business Park Agriculture Land:

BIDDER

Jason Hoesly
Wilharm Hay Sales

BID TOTAL/THREE YEARS

\$13,800
\$14,076

Staff Recommendation:

I would recommend the bids be awarded to Mark Krause for the Airport Ag Land, Jason Hoesly for the Klement Business Park Hay Production Land, and Wilharm Hay Sales for the Klement Business Park Agriculture Land for the prices listed above.

Please contact me if you have any questions.

1041

BID


42.3 Ag Land at Fort Atkinson Airport

UNITS	DESCRIPTION	BID AMOUNT
42.3 acres	Rental of agricultural land at Airport (per attached map) – three year lease	\$ <u>15</u> /acre (2020) \$ <u>15</u> /acre (2021) \$ <u>15</u> /acre (2022)

63
634
634

1,903

Bidder Signature:



Bidder Name:

Wilharm Har Sales

Address:

N499 County K

Whitewater, WI 53190

Telephone:

920 397 2050

Email:

nwilharm@gmx.com

BID TOTAL:\$ 45/acre /THREE YEARS

BID

42.3 Ag Land at Fort Atkinson Airport

UNITS	DESCRIPTION	BID AMOUNT
42.3 acres	Rental of agricultural land at Airport (per attached map) -- three year lease	\$ <u>95.00</u> /acre (2020) \$ <u>100.00</u> /acre (2021) \$ <u>125.00</u> /acre (2022)

1057.50
4230.00
5287.50
10,575

Bidder Signature:

Bidder Name:

Address:

Telephone:

Email:

Mark Krause

MARK KRAUSE

N3165 Hwy X
JEFFERSON WISC.

920-723-0084, 920-563-4576

4WIAcres @ G-Mail.com

BID TOTAL: \$ 10,575 /THREE YEARS

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and (hereinafter Renter),

RECITALS:

- A. The City owns the Fort Atkinson Airport. A portion of these lands as noted on the attached exhibit totaling approximately 42.3 acres is available for agricultural use. The Parcel Identification Number of said lands are 226-0614-2332-000, 226-0614-2711-002.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1). That Renter shall rent 42.3 acres more or less of the aforementioned parcel from the City.
- 2). The term of the lease shall be from July 1, 2020 to December 1, 2022.
- 3). The purpose of said lease is for the planting, growing and harvesting of crops by Renter.
- 4). The rent to be paid by Renter is:

\$ _____	per acre, or \$ _____	total rent in 2020
\$ _____	per acre, or \$ _____	total rent in 2021
\$ _____	per acre, or \$ _____	total rent in 2022
- 5). Renter or his agents may enter onto the aforementioned property from Airport boundaries noted in the parcel numbers above. Heavy equipment may not cross asphalt areas. Renter may bring unto said property such equipment as may be necessary to plant, maintain and harvest crops with the understanding that no damage is done to the City's property while doing so. Renter shall protect and maintain any property irons that are located on said property.
- 6). Renter shall remove all crops/stalks from said property on or before December 1 of the Agreement year. The Renter shall coordinate any fall plowing with the City.
- 7). The City has the right to land-apply biosolids to this parcel and Renter shall coordinate his work with the Fort Atkinson Wastewater Utility concerning the land application of bio-solids on this parcel.
- 8). The parties agree that this agreement contains no automatic extension and, therefore, will

terminate unless the parties mutually agree in writing to extend said agreement beyond December 1, 2022. The City reserves the right to terminate the Agreement at any time with a 90-day written notice to the Renter.

- 9). Renter should note the provision for only low growing crops within 250 FT of the centerline of the runway as noted in the exhibit. Beans are considered low growing. Corn is not.
- 10). Renter shall employ good farming techniques that are standard and customary in the area while farming on said property so that no damage is done to same.
- 11). Neither party may assign their respective interest in this agreement without the written consent of the other party.
- 12). This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

RENTER

By: _____
Matt Trebatoski City Manager

Date: _____

By: _____
Michelle Ebbert, City Clerk

Date: _____

By: _____

Date: _____

BIDHay Production Land at Klement Business Park

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
57.9 acres	Bids are being solicited for the rental of 57.9 acres of land in the Klement Business Park for a three (3) year period. The land can be used for haying only. The available acreage for haying is smaller than the total parcel size noted, however, bids will be based on the total parcel's acreage based on the boundaries noted in the bid map.	\$ <u>160</u> /acre (2020) \$ <u>136</u> /acre (2021) \$ <u>136</u> /acre (2022)

5790
7527
7527
20,844

Bidder Signature:

Bidder Name:

Address:

Telephone:

Email:

Jason Hoeshy
Pond Hill Dairy


TOTAL THREE YEARS: \$ 20,844 ✓

BID

Hay Production Land at Klement Business Park

UNITS	DESCRIPTION	BID AMOUNT
57.9 acres	Bids are being solicited for the rental of 57.9 acres of land in the Klement Business Park for a three (3) year period. The land can be used for haying only. The available acreage for haying is smaller than the total parcel size noted, however, bids will be based on the total parcel's acreage based on the boundaries noted in the bid map.	<div>\$ <u>110</u> /acre (2020)</div> <div>\$ <u>110</u> /acre (2021)</div> <div>\$ <u>110</u> /acre (2022)</div>

636
636
636
19,10

Bidder Signature: 
Bidder Name: Wilharm Hay Sales
Address: N499 County K
Whitewater, WI 53190
Telephone: 920 397 2050
Email: nwilharm@gmx.com

TOTAL THREE YEARS: \$ 330/acre

\$19,107 ✓

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and _____
(hereinafter Renter),

RECITALS:

- A. The City currently owns Lots #3, 9, 10, 11 and 12 of the Klement Business Park. The Parcel Identification Number of said lands are 226-0514-1741-001, 226-0514-1744-001, 226-0514-1744-000, 226-0514-1741-004 and 226-0514-1742-000.
- B. These parcels compromise approximately 57.9 Acres, a portion of which can be cut and baled for hay, other portions are not suitable for haying.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. That Renter shall rent acres of the aforementioned parcels from the City.
- 2. Land may only be used for haying. No other ground disturbance is allowed. Bales stored on-site must be removed by December 1 of each year, unless otherwise agreed in writing.
- 3. The term of the lease shall be from July 1, 2020 to December 1, 2022.
- 4. The rent to be paid by Renter is:

\$ _____	per acre, or \$ _____	total rent in 2020
\$ _____	per acre, or \$ _____	total rent in 2021
\$ _____	per acre, or \$ _____	total rent in 2022

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

- 5. Renter or his agents may enter onto the aforementioned property from Business Highway 26. Renter may bring unto said property such equipment as may be necessary to maintain and harvest hay with the understanding that no damage is done to the City's property while doing so. Renter shall protect and maintain any property irons that are located on said property.
- 6. The City has the right to land-apply biosolids to this parcel and Renter shall coordinate his work with the Fort Atkinson Wastewater Utility concerning the land application of bio-solids on this parcel.
- 7. The parties agree that this agreement contains no automatic extension and, therefore, will

terminate unless the parties mutually agree in writing to extend said agreement beyond December 1, 2022. The City reserves the right to terminate the Agreement at any time with a 90-day written notice to the Renter.

8. The City reserves the right to sell any of the land covered by this Rental Agreement at any time without notice to the Renter. If any land covered by this Rental Agreement is sold, Renter will not be responsible for the rent on the sold acres.
9. Renter shall employ good farming techniques that are standard and customary in the area while haying on said property so that no damage is done to same.
10. Neither party may assign their respective interest in this agreement without the written consent of the other party.
11. This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

RENTER

By: _____
Matt Trebatoski City Manager

Date: _____

By: _____
Michelle Ebbert, City Clerk

Date: _____

By: _____

Date: _____

BIDAgriculture Land at Klement Business Park

UNITS	DESCRIPTION	BID AMOUNT
27.6 acres	Bids are being solicited for the rental of 27.6 acres of agricultural in the Klement Business Park for a three (3) year period.	\$ 100 /acre (2020) \$ 200 /acre (2021) \$ 280 /acre (2022)

2760
5520
5520
13,800

Bidder Signature: Jason M. HoeslyBidder Name: Jason M. Hoesly Pond Hill DairyAddress: N1014 Poeppel RdTelephone: 608-214-4007Email: Jason.hoesly@hmqservices.comTOTAL BID/THREE YEARS: \$ 13,800 ✓

BID

Agriculture Land at Klement Business Park

UNITS	DESCRIPTION	BID AMOUNT
27.6 acres	Bids are being solicited for the rental of 27.6 acres of agricultural in the Klement Business Park for a three (3) year period.	<div>\$ <u>150</u> /acre (2020)</div> <div>\$ <u>180</u> /acre (2021)</div> <div>\$ <u>180</u> /acre (2022)</div>


Bidder Signature:

Bidder Name:

Address:

Telephone:

Email:


Wilharm Hay Sales
N499 County K
Whitewater, WI 53190
920 397 2050
nwilharm@gmx.com

TOTAL BID/THREE YEARS: \$ 510 /acre

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and _____
_____ (hereinafter Renter),

RECITALS:

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

\$ _____	per acre, or \$ _____	total rent in 2020
\$ _____	per acre, or \$ _____	total rent in 2021
\$ _____	per acre, or \$ _____	total rent in 2022

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

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

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

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

CITY OF FORT ATKINSON

RENTER

By: _____
Matt Trebatoski City Manager

By: _____

Date: _____

Date: _____

By: _____
Michelle Ebbert, City Clerk

Date: _____



10-d

CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 11, 2020

TO: City Council

FROM: Andy Selle, P.E.

SUBJECT: Robert Street Bridge Design Update

Background:

The Robert Street Bridge will undergo a deck replacement in 2022. WisDOT indicated they planned to replace the bridge under the exact configuration seen today. Staff pointed out several issues with traffic and pedestrian safety that should be addressed. Specifically, the long queue for left turning vehicles in the northbound lane of Robert St at Riverside Drive and the proximity of pedestrians to fast moving active traffic along the narrow sidewalk. WisDOT agreed to investigate these issues through a traffic study, the results of which are noted here.

Discussion:

The analysis looked at two configurations of lanes and modeled traffic flows that are included in the attached report. The best performing geometry included a dedicated left turn lane in the NB lane on the bridge and taking the SB lane down to a single lane across the bridge. This 3-lane configuration accommodates large truck turning while allowing for a ten foot sidewalk and a parapet wall separating pedestrians from active traffic. Recommendations from the report associated with the 3-lane option are noted below.

USH 12 (Robert Street) & Van Buren Street

- Install a "Do Not Block" sign on southbound USH 12 (Robert Street), north of the Van Buren Street intersection.
- Remove the second northbound through lane/lane drop between STH 106 (Riverside Drive) and Van Buren Street.
- Based on the safety study, consider removing the pedestrian crossing across USH 12 (Roberts Street) on the north side of the intersection.

USH 12 (Robert Street) & STH 106 (Riverside Drive)

- Stripe the inside southbound through lane on USH 12 (Robert Street) as a left-turn only lane. The outside through lane remains a shared through/right-turn lane.
- Stripe the northbound approach with a 350-foot left-turn lane and a shared through/right-turn lane.
- Coordinate the signal timings with the traffic signal at the USH 12 (Robert Street)/Business 26 (Janesville Avenue)/USH 12 (S. 3rd Street) intersection to create

1 of 20

consistent traffic gaps along USH 12 (Robert Street) and minimize queues between intersections.

USH 12 (Robert Street) & Milwaukee Avenue

- Stripe the inside southbound through lane on USH 12 (Robert Street) as a 100-foot left-turn only lane. The outside through lane remains a shared through/right-turn lane.

USH 12 (Robert Street)/Business 26 (Janesville Avenue) & USH 12 (S. 3rd Street)

- Coordinate the signal timings with the traffic signal at the USH 12 (Robert Street)/STH 106 (Riverside Drive) intersection to create consistent traffic gaps along USH 12 (Robert Street) and minimize queues between intersections.



Recommendation:

The City staff would recommend approval of the WisDOT recommended 3-lane configuration noted in the report and support the State's implementation of this design.



TECHNICAL MEMORANDUM

Date: April 13, 2020
To: Andy Selle, City of Fort Atkinson
CC: James Oettinger, WisDOT
From: Tammi Czewski, P.E., PTOE, Traffic Analysis & Design, Inc.
Subject: **Roberts Street Bridge (USH 12) Traffic Study**
Fort Atkinson, WI

INTRODUCTION

In 2022, the Wisconsin Department of Transportation (WisDOT) will be replacing the deck of the Roberts Street bridge over the Rock River. The bridge is located just north of the downtown area in the City of Fort Atkinson, Jefferson County, Wisconsin. As part of that project, the City of Fort Atkinson is requesting that the sidewalk and lane configuration across the bridge be modified to improve safety, traffic flow, and vehicle queues. This technical memorandum was prepared to identify the peak hour traffic impacts of different lane configuration alternatives for the design year 2042.

STUDY AREA

The study area includes the following intersections along the USH 12 corridor (Exhibit 1):

- USH 12 (Roberts Street) & Van Buren Street
- USH 12 (Roberts Street) & STH 106 (Riverside Drive)
- USH 12 (Roberts Street) & Milwaukee Avenue
- USH 12 (Roberts Street)/Business STH 26 (Janesville Avenue) & USH 12 (S. 3rd Street)

The USH 12 (Roberts Street) intersections with STH 106 (Riverside Drive) and USH 12 (S. 3rd Street) operate with actuated traffic signal control. These signals currently operate independently of one another in "free" mode. Both Van Buren Street and Milwaukee Avenue have stop sign control at USH 12 (Roberts Street). The existing lane geometrics and traffic control at each study intersection is shown on Exhibit 2.

USH 12, which is classified as a Principal Arterial, runs from the southeast to the northwest through the City of Fort Atkinson. Business STH 26, also classified as a Principal Arterial,

generally runs from the southwest (at STH 26) to the northeast, where it connects with USH 12 at S. 3rd Street. STH 106 is classified as a Minor Arterial west of USH 12 (Roberts Street) and a Principal Arterial east of USH 12 (Roberts Street). STH 106 generally runs east/west through the City of Fort Atkinson.

In the vicinity of the study area, USH 12 (Roberts Street) has a four-lane undivided cross-section with no on-street parking until the intersection of Van Buren Street, where it transitions to a two-lane undivided cross-section with on-street parking. All intersecting roadways within the study area have two-lane undivided cross-sections; on-street parking is allowed only on Milwaukee Avenue (a Collector roadway) and Van Buren Street (a local roadway).

Sidewalks are located along at least one side of each roadway within the study area. A paved multi-use path is located on the west side of Business 26 (Janesville Street), which ends at the north crosswalk at the intersection with USH 12 (S. 3rd Street). A sidewalk exists along the east side of Business 26 (Janesville Street), which extends northward along USH 12 (Roberts Street). On the Roberts Street bridge over the Rock River, the four-foot-wide sidewalk has no buffer area between the edge of the sidewalk and the northbound through-lane pavement of USH 12 (Roberts Street).

EXISTING AND DESIGN YEAR TRAFFIC VOLUMES

TADI collected intersection turning movement traffic counts at each study intersection on Tuesday, January 28, 2020 (Appendix A). Counts were collected from 6:00 a.m. to 8:00 p.m. to document the flow of traffic throughout a typical weekday. Based on the compiled traffic volumes, the collective peak traffic hours at the four study intersections occurred from 7:15-8:15 a.m. (AM peak hour) and from 3:00-4:00 p.m. (PM peak hour). The turning movement traffic counts for these peak hours were balanced between intersections and are shown on Exhibit 3. This exhibit also shows the annual average daily traffic volumes over various years as posted on the WisDOT interactive online traffic count map (TCMap)¹.

TADI submitted the existing turning movement counts to WisDOT for development of design year 2042 traffic volume forecasts. The WisDOT traffic forecasts are located in Appendix B. The turning movement forecasts were balanced between intersections and are shown on Exhibit 4.

SAFETY ANALYSIS

Overview

TADI collected historical traffic crash data along USH 12 (Roberts Street) from 250 feet south of S. 3rd Street (on Business 26) to 250 feet north of Van Buren Street. In this 0.3-mile area, 37 crashes occurred from 2015 through 2019. The crash patterns were consistent with a four-lane undivided facility with a prevalence of rear-end (18) and side-swipe-same (6) crashes. Given that USH 12 is a low-speed facility, more than eighty percent of the crashes were reported as property damage only. There were however, four bicyclists injured in separate incidents which are discussed in more detail later in this

¹ WisDOT TCMap:

<https://wisdot.maps.arcgis.com/apps/webappviewer/index.html?id=2e12a4f051de4ea9bc865ec6393731f8>

section. Crash plots and crash statistics for the USH 12 study segment are located in Appendix C.

Crash Rate

Compared to the Wisconsin Statewide Average Crash Rates for "Urban Streets", the USH 12 corridor had a crash rate that was nearly double the statewide average and also exceeded the upper control limit. The upper control limit is a threshold, that if exceeded, warrants a closer look at safety along the corridor per the Wisconsin Statewide Crash Rate Publication. Table 1 below shows how the crash rate on USH 12 compares to the statewide average and upper control limit.

Table 1 – Statewide Average Crashes on Study Segment of USH 12

Corridor	Length	AADT	Crash Rate per 100 Million Vehicle Miles	Statewide Average	Upper Control Limit
USH 12	0.3 mi	9,800	689.6	349.89	430.64

The KAB crash rate was also examined and compared to statewide averages (Table 2). "KAB" refers to crashes that resulted in a serious injury (B- or A-level) or a fatality (K-level). The KAB crash rate on USH 12 also exceeded the statewide average and the KAB upper control limit. These KAB thresholds were exceeded as a result of four B-level bicycle crashes that occurred within the project limits.

Table 2 – KAB Crash Rates on Study Segment of USH 12

Corridor	Length	AADT	KAB Crash Rate per 100 Million Vehicle Miles	KAB Statewide Average	KAB Upper Control Limit
USH 12	0.3 mi	9,800	93.2	39.9	67.17

Bicycle Crashes

Four bicycle crashes that caused B-level injuries to the bicyclists occurred within crosswalks throughout the corridor. A brief description of the circumstances of each bicycle crash is listed below:

- August 24, 2016 (7:00 a.m.) – Milwaukee Avenue – a bicyclist was crossing the east leg of the intersection, from north to south and was struck by a westbound vehicle that was conducting a rolling stop.
- July 5, 2017 (12:00 p.m.) – S. 3rd Street – the driver of a southbound vehicle had stopped at the red traffic signal and it appears began to move forward after stopping (either inching ahead or violating the red signal) and struck a bicyclist in the north crosswalk, heading west to east with an active white walk symbol.
- December 14, 2018 (2:00 p.m.) – Van Buren Street – a bicyclist was crossing the north leg of the intersection from west to east and was struck by a southbound vehicle. Northbound traffic had stopped to allow the bicyclist to proceed but the

southbound driver was not able to avoid the bicyclist when they entered the travel lane.

- September 8th, 2019 (2:00 p.m.) – S. 3rd Street – a westbound driver was making a right-turn and was looking for oncoming traffic to the left and did not look right and struck a bicyclist in the crosswalk on the north leg that was heading west to east with an active walk symbol.

Potential Safety Improvements

The following improvements are suggested for consideration to reduce crash risk on the STH 26 corridor.

- Where possible pending operations analysis, consider modifying shared lane designations (e.g., shared thru-left lane) as exclusive lane designations. Shared lane designations can result in increased risk for crashes, particularly rear-end and sideswipes.
- Consider improving pedestrian/bicycle accommodations.
 - Pedestrian countdown timers, for instance, have been shown to reduce crash risk for pedestrian/vehicle crashes by up to 70 percent.
 - Updating traffic signal timings to the Institute of Transportation Engineers (ITE) guidelines can help reduce crash risk.
 - Additional signing at, or on the approaches to crossings can help reduce crash risk.
- Consider removing the crosswalk on the north leg of the Van Buren Street intersection where a bicyclist was struck in 2018. Given the close proximity to the USH 12 (Roberts Street)/STH 106 (Riverside Drive) traffic signal, the crossing at Van Buren Street occurs in a transition area that often has shifting or stopped traffic. Also there appears to be alternative locations to cross USH 12 (Roberts Street) at adjacent intersections.

INTERSECTION OPERATIONAL ANALYSIS – EXISTING CONDITIONS

The study intersections were analyzed using the Synchro 10 traffic analysis model (outputs based on the Highway Capacity Manual, 6th Edition) and the peak hour turning movement volumes estimated for each intersection. Intersection operation is defined by “level of service”. Level of Service (LOS) is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, represented by LOS ‘A’, to very poor, represented by LOS ‘F’. For the purpose of this study, LOS D or better was used to define acceptable peak hour operating conditions. Synchro analysis outputs for all analysis scenarios are located in Appendix D.

To establish a baseline for traffic operations along the USH 12 (Roberts Street) corridor, the existing geometrics and traffic control were evaluated with the existing year 2020 peak hour traffic volumes. As shown in Table 3, the eastbound and westbound stop-controlled traffic movements from Milwaukee Street onto USH 12 (Roberts Street) operate with unacceptable LOS E and F conditions during the peak hours. Because the adjacent signals

are not coordinated, there are fewer gaps in USH 12 (Roberts Street) traffic than needed for acceptable turning movement delays. All other turning movements at the study intersections operate acceptably at LOS C or better during the peak hours.

Table 3 – Existing Year 2020 LOS/Queues

Intersection	Peak Hour	MOE ^{1,2}	Level of Service per Movement by Approach											
			Eastbound			Westbound			Northbound			Southbound		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
USH 12 (Roberts Street) & VanBuren Avenue Avenue (Stop Sign)	AM	LOS	B			-			A	A		A		
		Queue	5			-			0	0		0		
	PM	LOS	B			-			A	A		A		
		Queue	5			-			5	0		0		
USH 12 (Roberts Street) & STH 106 (Riverside Drive) (Traffic Signal)	AM	LOS	B	B	B	B			B	A		A	A	A
		Queue	5	75	45	30			345	40		100		
	PM	LOS	B	B	B	B			B	A		A	A	A
		Queue	5	60	45	30			320	45		85		
USH 12 (Roberts Street) & Milwaukee Avenue (Stop Sign)	AM	LOS	F			F	B		A			B	A	
		Queue	10			10	15		0			15	0	
	PM	LOS	E			E	B		A			A	A	
		Queue	5			15	15		0			10	0	
USH 12 (Roberts Street)/Bus 26 & USH 12 (S. 3rd Street W) (Traffic Signal)	AM	LOS	-	-	B	-	C		B			A	A	-
		Queue	-	-	45	-	95		135			70	125	-
	PM	LOS	-	-	B	-	C		B			A	A	-
		Queue	-	-	50	-	80		155			65	125	-

¹ (--) indicates a movement that is prohibited, not analyzed, or does not exist; All free-flow movements shown as LOS A.

² Queue is maximum of the 50th & 95th percentile queue, measured in feet.

There is about 530 feet of storage for northbound traffic on USH 12 (Roberts Street) between the stop bar to STH 106 (Riverside Drive) and the north crosswalk at Milwaukee Street. Even though the Synchro traffic analysis shows 95th percentile queues of only 345 feet at the USH 12 (Roberts Street)/STH 106 (Riverside Drive) intersection, field observations showed that northbound traffic extends the full 530 feet a couple of times during the PM peak hour. This extension was brief, but in turn resulted in short-duration backups along westbound Milwaukee Avenue.

The primary reason for the periodic backup over the bridge appears to be related to the northbound lane drop at Van Buren Street where USH 12 (Roberts Street) transitions from a four-lane cross-section to a two-lane cross-section. Most northbound vehicles on the Roberts Street bridge anticipate this lane drop in advance and segregate into the inside lane for left-turn/through movements and the outside lane for right-turn movements. The northbound approach geometrics are therefore modeled as a shared left-turn/through lane and separate right-turn lane to better replicate the "de facto" right-turn lane situation.

Both the field observations and the Synchro models show that the existing signal timings provide plenty of capacity for all turning movements at the intersection. Because of the de-facto use of the outside northbound through lane, northbound through drivers sometimes

get “stuck” behind a northbound left-turn vehicle that is waiting for a gap in southbound traffic to complete their turn. Some of the northbound through drivers move from the queue in the inside through lane and use the outside through lane to bypass around the left-turn vehicle. While this is a legal maneuver, it creates a safety issue as (1) it results in a quick lane-change close to the intersection approach, and (2) it requires a lane change/merge back to the inside lane immediately after the intersection.

INTERSECTION OPERATIONAL ANALYSIS – DESIGN YEAR CONDITIONS

Based on preliminary analysis of geometric alternatives and discussions with both WisDOT and the City of Fort Atkinson, the design year 2042 traffic volumes were evaluated for the following geometric options:

- No Build
- Option 1: 4-Lane Cross-Section for NB USH 12 (Roberts Street) at STH 106 (Riverside Drive)
- Option 2: 3-Lane Cross-Section for NB USH 12 (Roberts Street) at STH 106 (Riverside Drive)

No Build

This option assumes that the existing geometrics and traffic control remain in place through the design year 2042. As shown in Table 4, the design year 2042 traffic volumes are expected to operate with slightly higher delays and queues, but otherwise relatively similar to the traffic operations with the existing year 2020 traffic volumes.

Table 4 – Design Year 2042 LOS/Queues: No Build

Intersection	Peak Hour	MOE ^{1,2}	Level of Service per Movement by Approach											
			Eastbound			Westbound			Northbound			Southbound		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Node 400: Roberts Street & VanBuren Avenue Avenue (Stop Sign)	AM	LOS	C			-			A	A		A		
		Queue	5			-			0	0		0		
	PM	LOS	B			-			A	A		A		
		Queue	5			-			5	0		0		
Node 300: Roberts Street & Riverside Drive (Traffic Signal)	AM	LOS	B	B		B	B		B		A	A	A	
		Queue	5	75		45	30		385		40	110		
	PM	LOS	B	B		B	B		B		A	A	A	
		Queue	5	60		45	30		360		45	95		
Node 200: Roberts Street & Milwaukee Avenue (Stop Sign)	AM	LOS	F			F		B	A			B		A
		Queue	15			20		20	0			20		0
	PM	LOS	E			F		B	A			B		A
		Queue	5			20		20	0			10		0
USH 12 (Roberts Street)/Bus 26 & USH 12 (S. 3rd Street W) (Traffic Signal)	AM	LOS	-			B	-	C	B			A	A	-
		Queue	-			45	-	100	145			75	140	-
	PM	LOS	-			B	-	C	B			A	A	-
		Queue	-			50	-	85	165			65	135	-

¹ (--) indicates a movement that is prohibited, not analyzed, or does not exist; All free-flow movements shown as LOS A.

² Queue is maximum of the 50th & 95th percentile queue, measured in feet.

Option 1 – 4-Lane Cross-Section for NB USH 12 (Roberts Street) at STH 106 (Riverside Drive)

Option 1 allows for a separate left-turn, through, and right-turn lane at the northbound approach to the USH 12 (Roberts Street)/STH 106 (Riverside Drive) intersection. In this scenario, the outside northbound lane from the Milwaukee Street intersection would “lane drop” into the right-turn lane at the STH 106 (Riverside Drive) intersection. Based on the design year 2042 traffic volumes, roughly 20% of the northbound traffic at this intersection turns right onto STH 106 (Riverside Drive). By providing a separate left-turn lane as well, left-turn vehicles waiting to turn will not temporarily block through vehicles from moving through the intersection. By providing only one northbound through lane at the intersection approach, the short lane drop at Van Buren Street is eliminated.

In order to accommodate the northbound approach change at the USH 12 (Roberts Street)/STH 106 (Riverside Drive) intersection, the southbound lanes are reconfigured to allow for one left-turn lane and one through lane at the southbound approaches to the STH 106 (Riverside Drive) and Milwaukee Avenue intersections. Converting the inside lanes from through/left-turn to left-turn only is expected to improve safety by reducing the rear-end crashes that have been occurring in those approach lanes.

Reducing the southbound lanes to one through lane plus one left-turn lane is expected to increase the delays for traffic turning from Milwaukee Street onto USH 12 (Roberts Street). To mitigate these delays and reduce queuing on USH 12 (Roberts Street) between signals, it is recommended to coordinate the signal timings between the traffic signal at STH 106 (Riverside Drive) and Business 26 (Janesville Street)/USH 12 (S. 3rd Street). Coordinating these signals provides consistent gaps in traffic on USH 12 (Roberts Street) for Milwaukee Street traffic to turn, resulting in acceptable traffic operations during the peak hours. For this study, a 60-second cycle length was chosen to minimize queueing between intersections while allowing northbound/southbound movements to remain in coordination when pedestrian signals are activated for side-street crossings. The signals are expected to exit coordination, however, when pedestrian signals are activated for USH 12 (Roberts Street) crossings.

Due to the low left-turn volumes (~60 vehicles per hour in the peak hours), a separate northbound left-turn signal phase is not warranted at the USH 12 (Roberts Street)/STH 106 (Riverside Drive) intersection. The Synchro analysis indicates that there is enough capacity to accommodate the left-turn movements during the peak hours and introducing an additional phase would only serve to increase the queues and delays for the other turning movements at the intersection.

The peak hour traffic LOS/Queue analysis for this option is shown in Table 5. All turning movements are expected to operate acceptably during the peak hours with relatively low traffic queues along USH 12 (Roberts Street). The southbound through-movement traffic queues at the USH 12 (Roberts Street)/STH 106 (Riverside Drive) intersection are expected to extend past the Van Buren Street intersection. It is therefore recommended that a “Do Not Block” sign be installed north of Van Buren Street to direct southbound traffic from queueing and blocking Van Buren Street traffic during the southbound red phase at STH 106 (Riverside Drive).

Table 5 – Design Year 2042 LOS/Queues: Option 1

Intersection	Peak Hour	MOE ^{1,2}	Level of Service per Movement by Approach											
			Eastbound			Westbound			Northbound			Southbound		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Node 400: Roberts Street & VanBuren Avenue Avenue (Stop Sign)	AM	LOS	C			-			A	A		A		
		Queue	5			-			0	0		0		
	PM	LOS	B			-			A	A		A		
		Queue	5			-			5	0		0		
Node 300: Roberts Street & Riverside Drive (Traffic Signal)	AM	LOS	B	C		C	B		B	A	A	B	B	
		Queue	10	110		65	40		15	105	20	5	240	
	PM	LOS	B	C		C	B		C	B	B	B	A	
		Queue	10	85		65	40		10	55	15	5	215	
Node 200: Roberts Street & Milwaukee Avenue (Stop Sign)	AM	LOS	C			C		B	A			A	A	
		Queue	5			5		15	0			10	0	
	PM	LOS	C			C		B	A			A	A	
		Queue	0			5		15	0			10	0	
USH 12 (Roberts Street)/Bus 26 & USH 12 (S. 3rd Street W) (Traffic Signal)	AM	LOS	-			C	-	C	B			A	A	-
		Queue	-			45	-	95	115			45	95	-
	PM	LOS	-			C	-	C	B			A	A	-
		Queue	-			45	-	80	130			50	75	-

¹ (--) indicates a movement that is prohibited, not analyzed, or does not exist; All free-flow movements shown as LOS A.

² Queue is maximum of the 50th & 95th percentile queue, measured in feet.

Option 2 – 3-Lane Cross-Section for NB USH 12 (Roberts Street) at STH 106 (Riverside Drive)

Option 2 is the same as Option 1 except that the northbound approach to the USH 12 (Roberts Street)/STH 106 (Riverside Drive) intersection has only two lanes: a left-turn lane and shared through/right-turn lane. This option allows for a wider sidewalk along the east side of the Roberts Street bridge. With the design year 2042 traffic options, acceptable LOS C or better is expected for all traffic movements. However, the 95th percentile queues on northbound USH 12 (Roberts Street) at the STH 106 (Riverside Drive) intersection are expected to increase from a max of 105' with Option 1 to 415' with Option 2. This is because over 90% of northbound traffic will be in a single lane, and right-turn-on-red movements will be significantly reduced. The peak hour traffic LOS/Queue analysis for Option 2 is shown in Table 6.

Table 6 – Design Year 2042 LOS/Queues: Option 2

Intersection	Peak Hour	MOE ^{1,2}	Level of Service per Movement by Approach													
			Eastbound			Westbound			Northbound			Southbound				
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
Node 400: Roberts Street & VanBuren Avenue Avenue (Stop Sign)	AM	LOS	C			-			A		A		A			
		Queue	5			-			0		0		0			
	PM	LOS	B			-			A		A		A			
		Queue	5			-			5		0		0			
Node 300: Roberts Street & Riverside Drive (Traffic Signal)	AM	LOS	B	C		C	B		B		B		B	B		
		Queue	10	110		65	40		15		380		5	240		
	PM	LOS	B	C		C	B		C		C		C	A		
		Queue	10	85		65	40		10		415		5	215		
Node 200: Roberts Street & Milwaukee Avenue (Stop Sign)	AM	LOS	C			C		B		A			A		A	
		Queue	5			5		15		0			10		0	
	PM	LOS	C			C		B		A			A		A	
		Queue	0			5		15		0			10		0	
USH 12 (Roberts Street)/Bus 26 & USH 12 (S. 3rd Street W) (Traffic Signal)	AM	LOS	-			C	-		C		B			A	A	-
		Queue	-			45	-		95		115			45	95	-
	PM	LOS	-			C	-		C		B			A	A	-
		Queue	-			45	-		80		130			50	75	-

¹ (-) indicates a movement that is prohibited, not analyzed, or does not exist; All free-flow movements shown as LOS A.

² Queue is maximum of the 50th & 95th percentile queue, measured in feet.

GEOMETRIC LAYOUTS

Geometric layouts were prepared for Option 1 and Option 2 (Appendix E). Both layouts include a sidewalk along the east side of the Roberts Street bridge that is physically separated from the northbound traffic lanes by a parapet wall. With Option 1's three-lane northbound approach to the USH 12 (Roberts Street)/STH 106 (Riverside Drive) intersection, the northbound approach lanes are 11-foot wide, resulting in a seven-foot wide sidewalk. With Option 2's two-lane northbound approach, the northbound lanes are 12-foot wide and the sidewalk is 10-foot wide. Option 2 has a wider southbound lane than Option 1.

For both options, a semi-truck on eastbound STH 106 (Riverside Drive) would not be able to make a right-turn movement without encroaching on the northbound USH 12 (Roberts Street) left-turn lane. Even with the eastbound STH 106 (Riverside Drive) approach being angled northward to facilitate semi-truck turns, the northbound left-turn lane stop bar on USH 12 (Roberts Street) would need to be set back from the northbound through lane in order to keep the truck's wheel path out of the adjacent lanes. The northbound left-turn lane would need to be set back at least 85 feet for Option 1 and at least 60 feet for Option 2. The semi-truck turning templates and setback stop bar drawings are shown in Appendix F.

Based on the traffic data collected by TADI, only one semi-truck made this movement during the entire count duration (6:00 a.m. to 8:00 p.m.), indicating that this is not a typical travel path for semi-trucks in the area.

Even though northbound left-turn traffic volumes are relatively low at the USH 12 (Roberts Street)/STH 106 (Riverside Drive) intersection, it is recommended to maximize the amount of northbound left-turn lane storage on the Roberts Street bridge. This is to facilitate the movement of vehicles into this turn lane if there ends up being long traffic queues in the adjacent lane(s). With traffic signal coordination providing consistent gaps, the southbound left-turns at the USH 12 (Roberts Street)/Milwaukee Avenue intersection are expected to turn freely with low delays, resulting in short length and duration queues in the left-turn lane. Therefore, the southbound left-turn lane storage can be minimized in order to provide a greater length for the northbound left-turn lane at the STH 106 (Riverside Drive) intersection.

RECOMMENDATIONS

The intersection recommendations for each design option are listed below.

Option 1 (Exhibit 5)

USH 12 (Roberts Street) & Van Buren Street

- Install a "Do Not Block" sign on southbound USH 12 (Roberts Street), north of the Van Buren Street intersection.
- Remove the second northbound through lane/lane drop between STH 106 (Riverside Drive) and Van Buren Street.
- Based on the safety study, consider removing the pedestrian crossing across USH 12 (Roberts Street) on the north side of the intersection.

USH 12 (Roberts Street) & STH 106 (Riverside Drive)

- Stripe the inside southbound through lane on USH 12 (Roberts Street) as a left-turn only lane. The outside through lane remains a shared through/right-turn lane.
- Stripe the northbound approach with a 350-foot left-turn lane, through lane, and continuous right-turn lane.
- Coordinate the signal timings with the traffic signal at the USH 12 (Roberts Street)/Business 26 (Janesville Avenue)/USH 12 (S. 3rd Street) intersection to create consistent traffic gaps along USH 12 (Roberts Street) and minimize queues between intersections.

USH 12 (Roberts Street) & Milwaukee Avenue

- Stripe the inside southbound through lane on USH 12 (Roberts Street) as a 100-foot left-turn only lane. The outside through lane remains a shared through/right-turn lane.

USH 12 (Roberts Street)/Business 26 (Janesville Avenue) & USH 12 (S. 3rd Street)

- Coordinate the signal timings with the traffic signal at the USH 12 (Roberts Street)/STH 106 (Riverside Drive) intersection to create consistent traffic gaps along USH 12 (Roberts Street) and minimize queues between intersections.

Option 2 (Exhibit 6)

USH 12 (Roberts Street) & Van Buren Street

- Install a "Do Not Block" sign on southbound USH 12 (Roberts Street), north of the Van Buren Street intersection.
- Remove the second northbound through lane/lane drop between STH 106 (Riverside Drive) and Van Buren Street.
- Based on the safety study, consider removing the pedestrian crossing across USH 12 (Roberts Street) on the north side of the intersection.

USH 12 (Roberts Street) & STH 106 (Riverside Drive)

- Stripe the inside southbound through lane on USH 12 (Roberts Street) as a left-turn only lane. The outside through lane remains a shared through/right-turn lane.
- Stripe the northbound approach with a 350-foot left-turn lane and a shared through/right-turn lane.
- Coordinate the signal timings with the traffic signal at the USH 12 (Roberts Street)/Business 26 (Janesville Avenue)/USH 12 (S. 3rd Street) intersection to create consistent traffic gaps along USH 12 (Roberts Street) and minimize queues between intersections.

USH 12 (Roberts Street) & Milwaukee Avenue

- Stripe the inside southbound through lane on USH 12 (Roberts Street) as a 100-foot left-turn only lane. The outside through lane remains a shared through/right-turn lane.

USH 12 (Roberts Street)/Business 26 (Janesville Avenue) & USH 12 (S. 3rd Street)

- Coordinate the signal timings with the traffic signal at the USH 12 (Roberts Street)/STH 106 (Riverside Drive) intersection to create consistent traffic gaps along USH 12 (Roberts Street) and minimize queues between intersections.

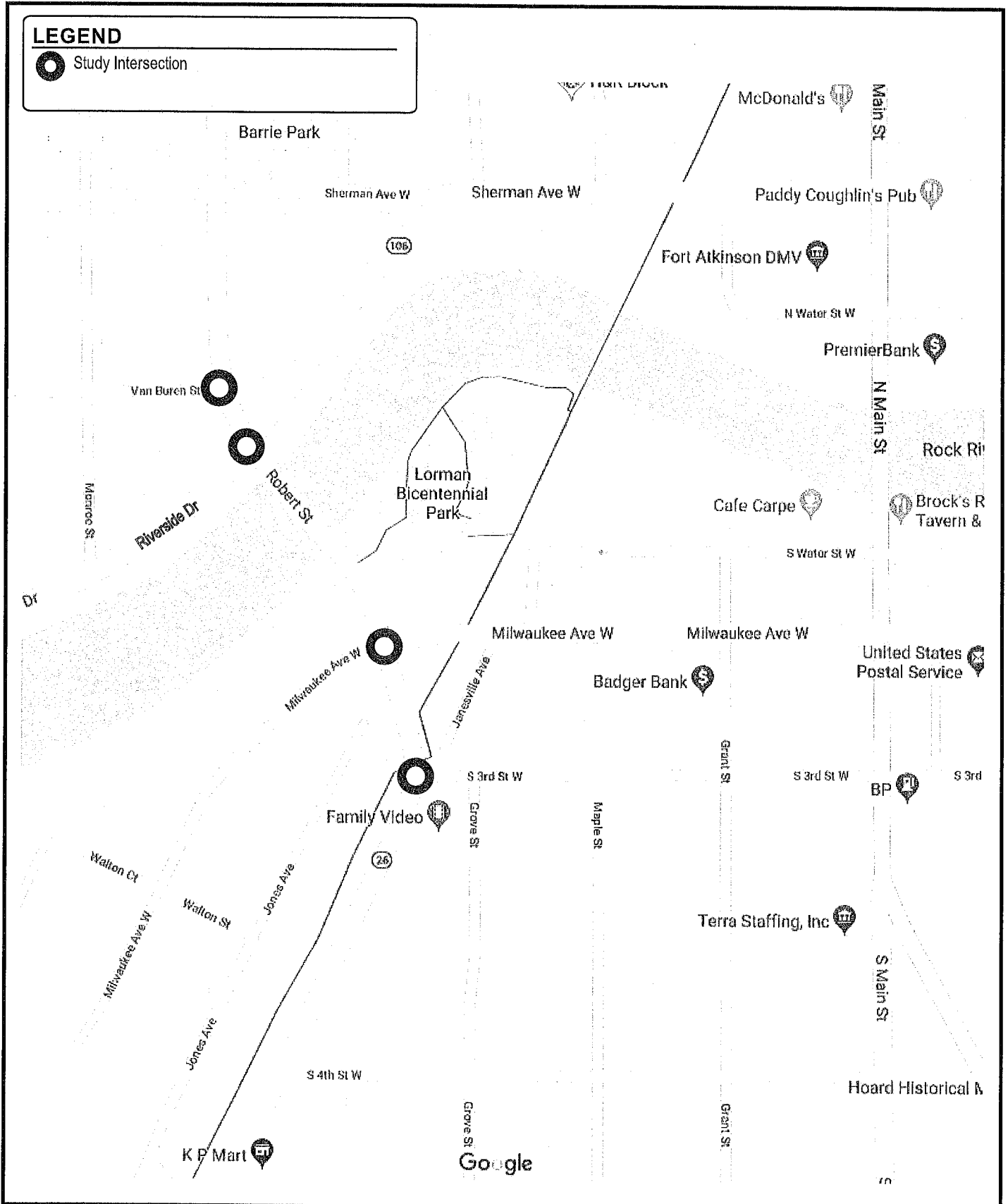
CONCLUSIONS

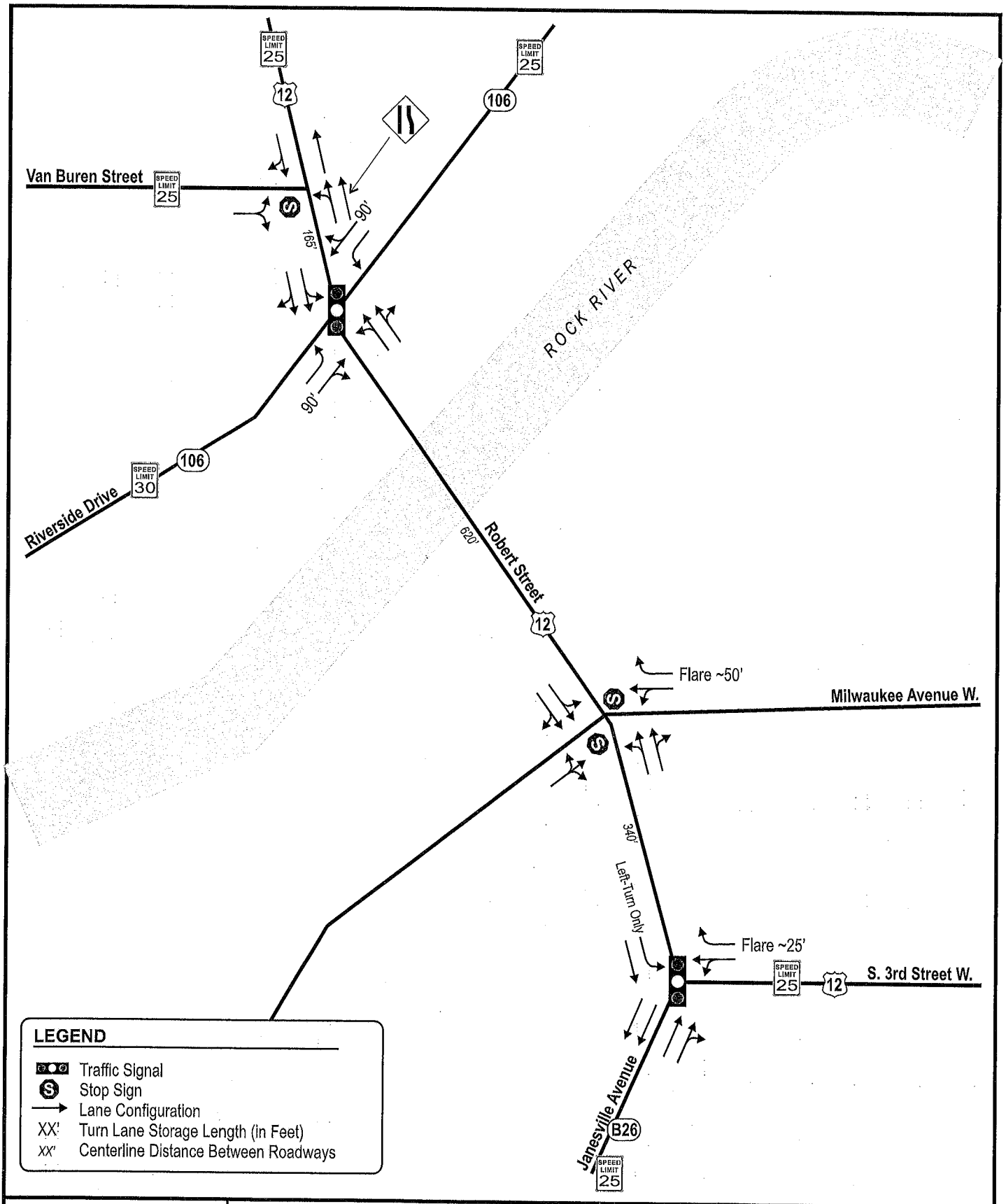
Based on the design year traffic analysis, recommended turn lane configuration, and recommended traffic control, Option 1 and Option 2 both are expected to provide acceptable traffic operations during the peak hour time periods at the study intersections. With three northbound approach lanes at the USH 12 (Roberts Street)/STH 106 (Riverside Drive) intersection, Option 1 provides a greater amount of traffic capacity, resulting in lower delays and queues for all turning movements. With Option 2's two northbound approach lanes at the intersection, there is less impact to adjacent lanes when a semi-truck makes an eastbound-to-southbound right turn, and there is more room for a wider sidewalk along the east side of the Roberts Street bridge. Without an exclusive right-turn

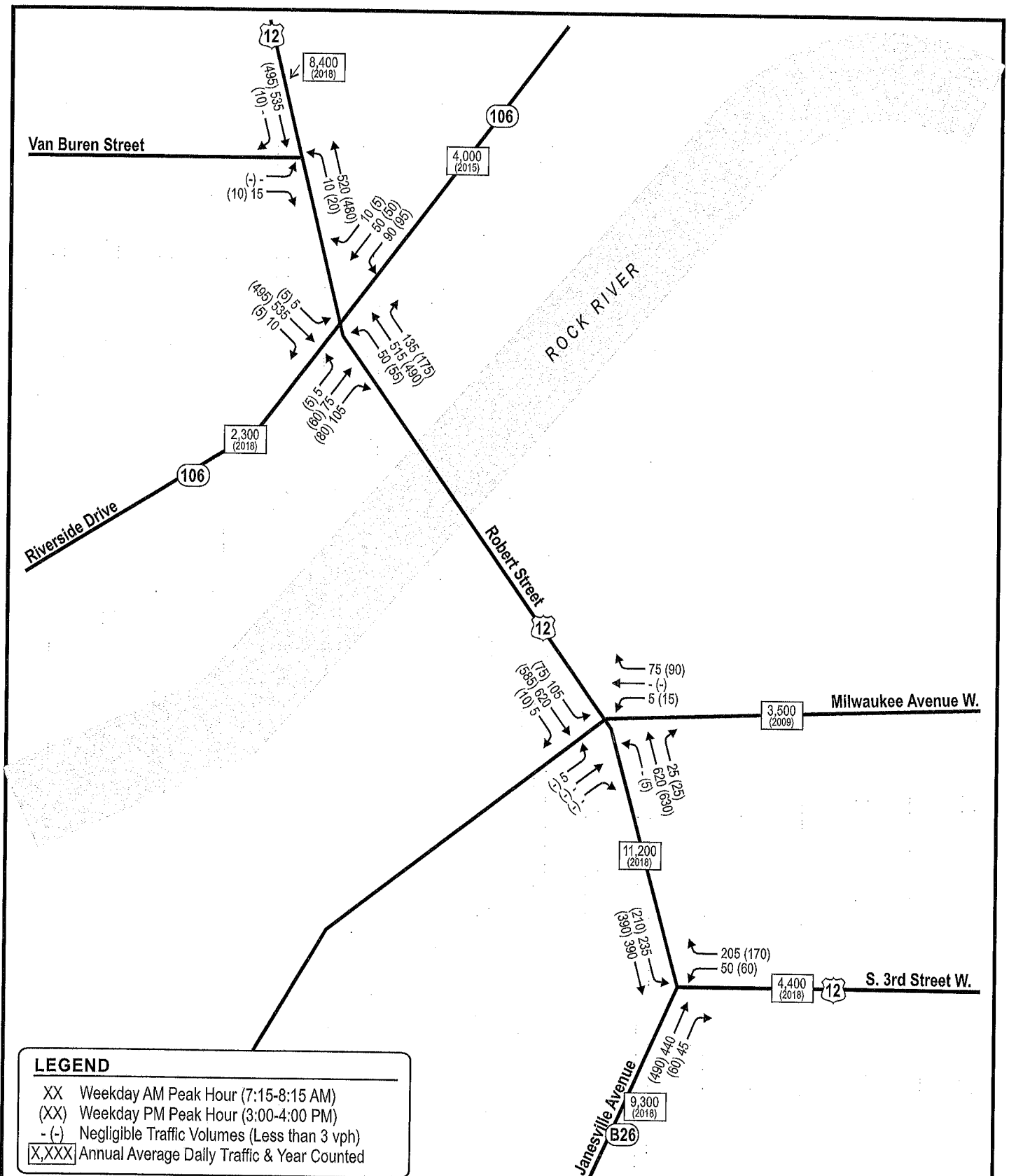
lane, however, northbound queues on the bridge are expected to be much longer with Option 2 than with Option 1. The decision to choose which option is best for the Roberts Street bridge is left to WisDOT and the City of Fort Atkinson.

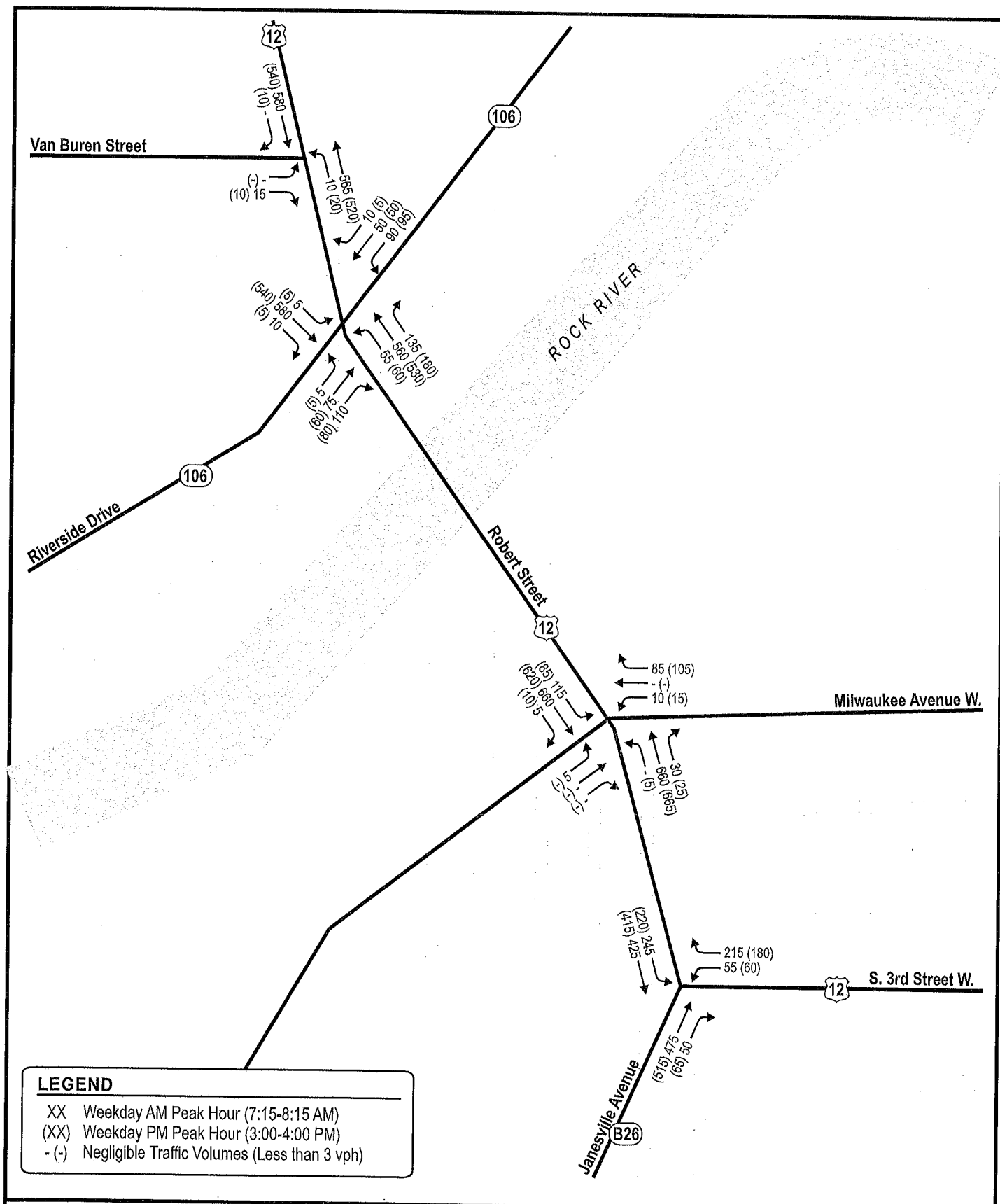
LEGEND

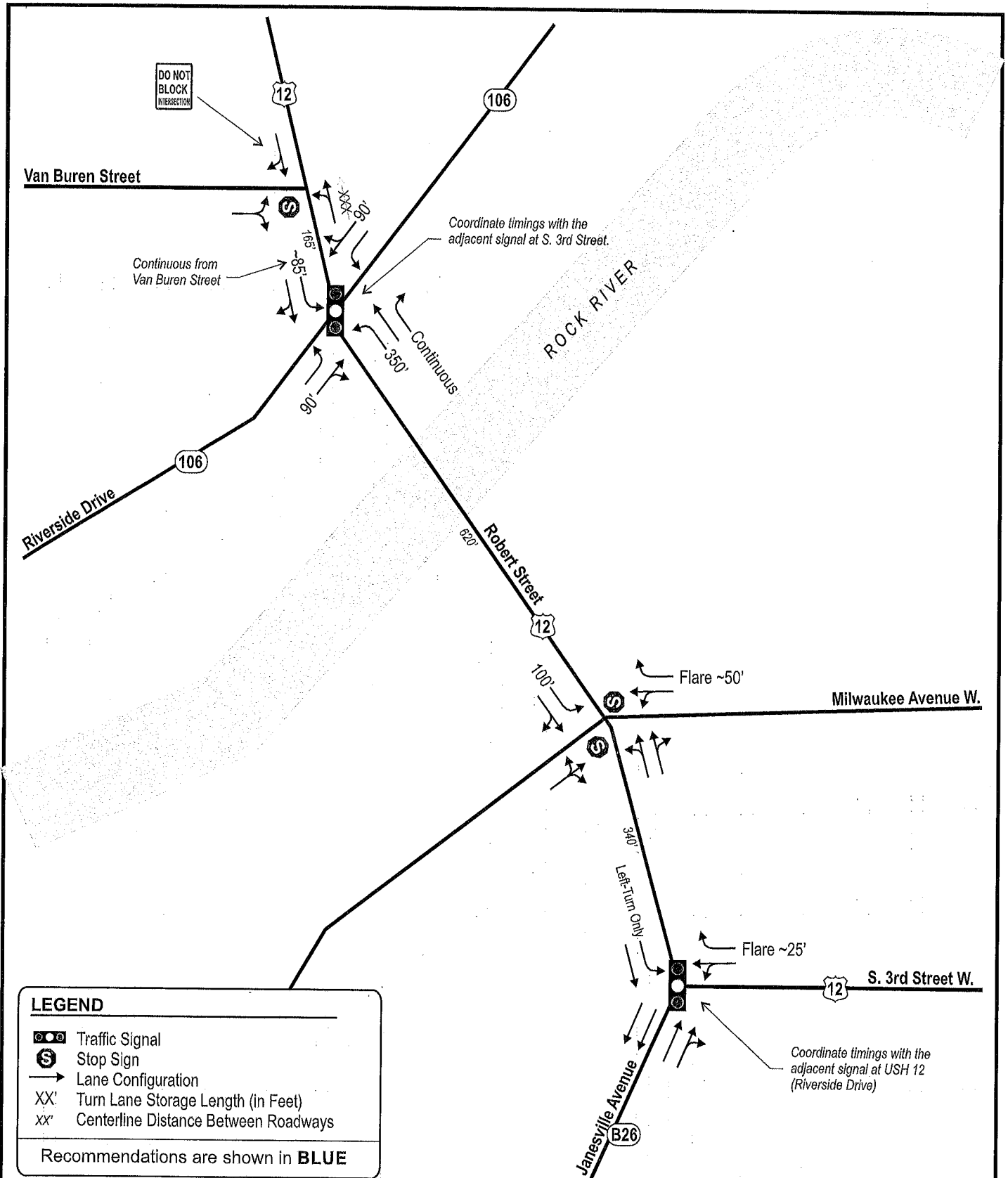
Study Intersection

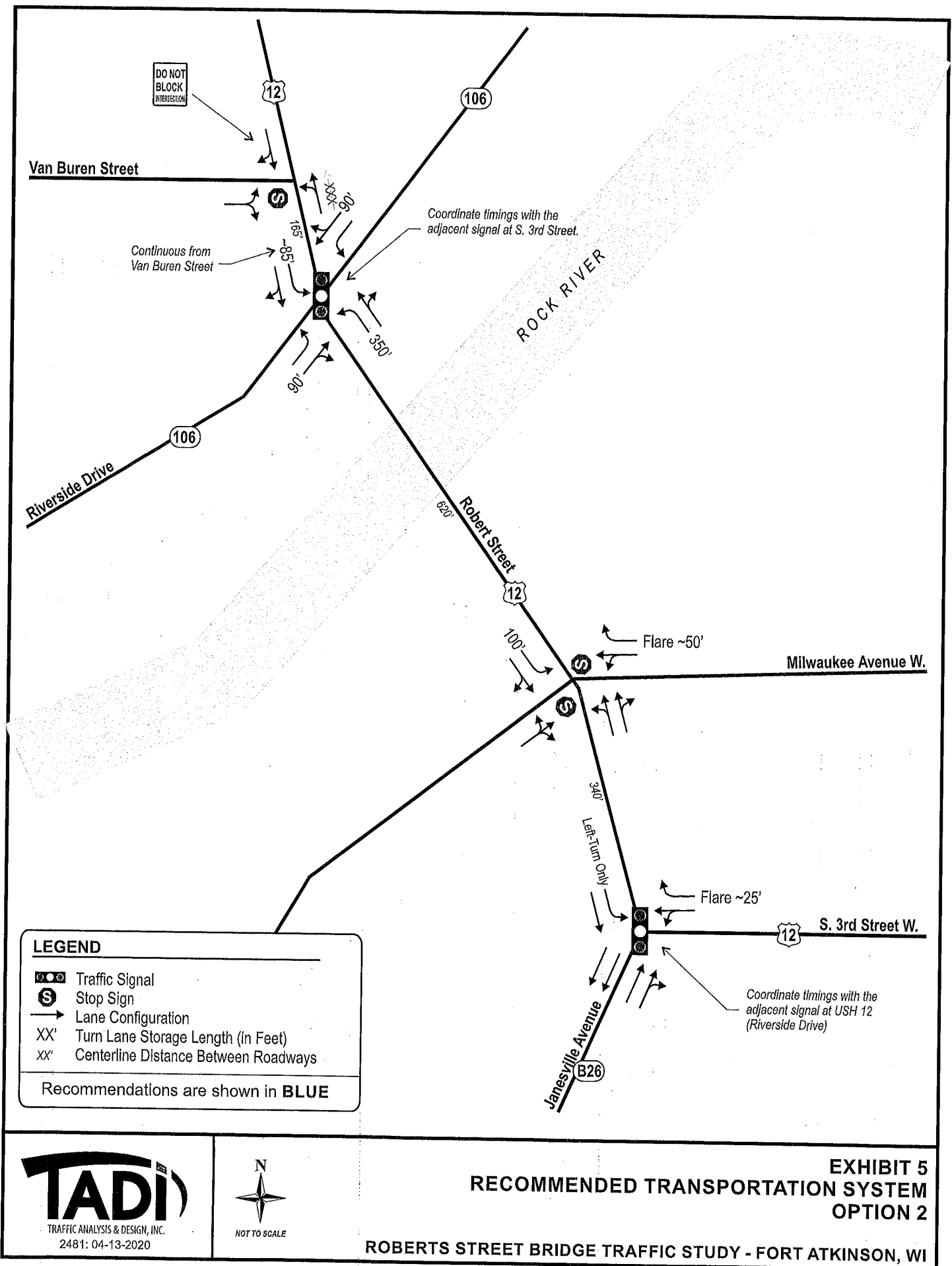














CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: June 12, 2020

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

Background:

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

Discussion:

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

- | | | |
|-----|------------------|------------------|
| 1. | Peggy Bermann | Open |
| 2. | David Buggs | Humphrey Floral |
| 3. | Lenert Faytus | Open |
| 4. | Joshua Fritzsche | Lions Quick Mart |
| 5. | Brian Frohmader | Open |
| 6. | Siphan Getchell | Pick n Save |
| 7. | Alyssa Grabbert | Rock River Lanes |
| 8. | Philip Graves | Lions Quick Mart |
| 9. | Eduardo Gonzalez | Casey's |
| 10. | Karen Granzow | Pick N Save |
| 11. | Carolyn Haugom | Walgreens |
| 12. | Sara Hoeft | Pick n Save |
| 13. | Troy Hoefs | FA Gas |
| 14. | Korry Jahnke | American Legion |
| 15. | Abby Johnson | Walgreens |
| 16. | Payton Johnson | Stop-n-Go |
| 17. | Deborah Kenseth | Open |
| 18. | Tammy Kingston | Soup's On |
| 19. | Alice Kralheim | FA Gas |
| 20. | Baily Kucken | Lions Quick Mart |
| 21. | Jason LeHuray | Lions Quick Mart |
| 22. | Sara Lembrich | Fat Boyz |
| 23. | Antonio Morales | Lions Quick Mart |
| 24. | Joel Osmundson | American Legion |
| 25. | Ariel Pundsack | Lions Quick Mart |
| 26. | Kristin Richter | Riverstone |

27. Liridon Luman
28. Caitlin Rieck
29. Marissa Salazar
30. Patrick Sawyer
31. Kimmy Schollmeyer
32. Tiffany Topel
33. Remington Trewyn
34. Stephanie Wendt
35. Karl Wetzol
36. Cassandra Wohlert
37. Jacob Yandry
38. Pamela Yandry
39. Amanda Zilisch
40. Lisa Beach
41. Beth Coreen
42. Miguel Cornejo
43. Gordon Day Jr
44. Erin Ehler
45. Joshua Foskett
46. Sierra Freeland
47. Susanne Friend
48. Deborah Green
49. Nicolette Hommen
50. Donald Krebs Jr
51. Cynthia Krebs
52. Lacy Polnow
53. Elizabeth Stahl
54. Stephanie VolAlven

Tavern on Rock
Casey's
Stop-n-Go
Lions Quick Mart
Pick n Save
Brock's Riverwalk
Walgreens
Casey's
Pick n Save
Casey's
Country Inn & Suites
Rock River Lanes
Walgreens
Soup's On
Pick n Save
El Patron
Lions
Open
Paddy Coughlin's
Brock's Riverwalk
Open
Pick n Save
Brickhouse Pizza
Legion
Legion
Mr. Brew's Taphouse
Creamery 201
Brock's Riverwalk

Financial Analysis:

None.

Staff Recommendation:

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