



F O R T • A T K I N S O N

**CITY COUNCIL MEETING
REMOTE VIA PHONE USING ZOOM
MARCH 16, 2021 ~ 7:00 P.M.**

[https://us02web.zoom.us/j/83308062199?
pwd=MGRBeEtkUWdadmIvVUhoK3ltV
2M2dz09](https://us02web.zoom.us/j/83308062199?pwd=MGRBeEtkUWdadmIvVUhoK3ltV2M2dz09)

Meeting ID: 833 0806 2199
Passcode: 944231

Dial by Location
+1 312 626 6799

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.

AGENDA

1. Call to order.
2. Roll call.
3. Approval of minutes of March 2, 2021 regular Council meeting.
4. Public Hearings
 - a. Public hearing on Annual Report on Stormwater Permit.

Action: See item 10-a.
5. Public Comment
6. Petitions, Requests and Communications
 - a. Request to pursue Proclamation from State of Wisconsin declaring the City be named Intersectional Peony City of Wisconsin.

Action: Approve or Reject.
7. Resolutions and Ordinances – None

8. Reports of Officers, Boards and Committees

- a. City Manager's Report.

Action: Present report.

- b. Building, Plumbing and Electrical Permit Report for February 2021.

Action: Accept and file.

- c. Minutes of Plan Commission meeting held March 9, 2021.

Action: Accept and file.

- d. Minutes of Transportation and Traffic Review Committee meeting held March 11, 2021.

Action: Accept and file.

9. Unfinished Business

- a. Review and possible action relating to a two-lot Certified Survey Map with a zero lot line for the property located at 1509 and 1511 Lena Lane.

Action: Approve or Reject.

10. New Business

- a. Review and possible action relating to Annual Report on Stormwater Permit, and authorize signature by proper officials.

Action: Approve or Reject.

- b. Review and possible action relating to award of bid for Phase II construction at Wastewater Treatment Facility.

Action: Approve or Reject.

- c. Review and possible action relating to Construction Related Services (CRS) agreement with Donahue & Associates for Phase II construction at Wastewater Treatment Facility.

Action: Approve or Reject.

11. Miscellaneous

- a. City, Sewer, Water and Stormwater Utility Financial Statements as of February 28, 2021.

Action: Accept and file.

- b. Review and possible action relating to change to Premise Description of Creamery 201, LLC dba Creamery 201 at 201 N Main St as provided.

Action: Approve or Reject.

- c. Review and possible action relating to Special Event for drive-thru Easter Eggspress at Ralph Park from Jefferson to Hake St.

Action: Approve or Reject.

- d. Review and possible action relating to operator licenses.

Action: Approve or Reject.

12. Claims, Appropriations and Contract Payments

- a. Verified claims.

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

13. Adjournment

CITY OF FORT ATKINSON
City Council Minutes ~ March 2, 2021

CALL MEETING TO ORDER.

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

ROLL CALL.

Present: Cm. Housley, Cm. Johnson, Cm. Kotz, Cm. Scherer and Pres Becker. Also present: City Manager, City Clerk/Treasurer, City Engineer, City Attorney, Public Works Superintendent, Museum Director and Park & Recreation Director.

APPROVAL OF MINUTES OF FEBRUARY 16, 2021 REGULAR COUNCIL MEETING.

Cm. Kotz moved, seconded by Cm. Housley to approve minutes as presented. Motion carried via Zoom.

PUBLIC HEARINGS – NONE.

PUBLIC COMMENT – NONE.

PETITIONS, REQUESTS AND COMMUNICATIONS

a. *Proclamation Recognizing World Migratory Bird Day in the City of Fort Atkinson on May 8, 2021*

Manager LeMire presented proclamation.

Cm. Johnson moved, seconded by Cm. Housley to proclaim recognition for World Migratory Bird Day in the City of Fort Atkinson on May 8, 2021. Motion carried via Zoom.

b. *Update from Chamber of Commerce on Annual Tourism Report and Budget.*

Representatives from Chamber provided their annual report. The pandemic in 2020 caused a significant decrease in quarterly room tax. Year 2019 room tax was \$129,347.41 with 2020 only providing \$63,883.34, a decrease of 20%. The 2021 goals and budget were presented.

Cm. Johnson moved, seconded by Cm. Housley to accept and file the update from Chamber of Commerce on Annual Tourism Report and Budget. Motion carried via zoom.

RESOLUTIONS AND ORDINANCES – NONE.

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

a. *City Manager's Report.*

Manager LeMire provided her report for the past week including meetings, trainings and recent grants awarded to the City.

b. *Minutes of Plan Commission meeting held February 23, 2021.*

c. *Minutes of Airport Committee meeting held February 24, 2021.*

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

UNFINISHED BUSINESS – NONE.

NEW BUSINESS

a. Update on financial status of Historical Society Trust Funds.

Clerk Ebbert reviewed the annual reports while Director Lee highlighted the Museum and upcoming events.

Cm. Kotz moved, seconded by Cm. Johnson to accept and file the update on financial status of Historical Society Trust Funds. Motion carried via Zoom.

b. Review and possible action relating to quotes for a two-year loan for Public Works Capital Equipment.

Clerk Ebbert reviewed the submitted quotes from local banks. Premier Bank provided the lowest interest rate of 1.05% for a two-year loan. Public Works staff began gathering quotes for the truck and equipment in January and ended up with higher than anticipated with final numbers being reviewed last week. The total cost ended up being over \$210,000.

Cm. Kotz moved, seconded by Cm. Johnson to approve the quote from Premier Bank for up to \$235,000 at an interest rate of 1.05% for two years. Motion carried unanimously via Zoom.

c. Review and possible action relating to quotes for a ten-year loan for Street Improvement.

Clerk Ebbert presented the quotes for the street improvement loan. Premier Bank quoted 1.55% for the ten-year loan of \$675,000. This loan will coincide with improvements for Industrial Drive and Summit Drive and be met with a MLS grant from the State for approximately \$388,000.

Cm. Kotz moved, seconded by Cm. Johnson to approve the quote from Premier Bank for \$675,000 at 1.55% for a ten-year loan. Motion carried unanimously via Zoom.

d. Review and possible action relating to a quote for replacement of water slide pump at Aquatic Center as budgeted.

P&R Director Franseen discussed the quote for the water slide pump, which is original from 1992. The CIP included \$13,000 with additional funds available in the aquatic center supply/maintenance account. Carrico Aquatic quoted the replacement at \$15,026 (\$11,526 for the pump and installation not to exceed \$3,500).

Cm. Kotz moved, seconded by Cm. Johnson to approve the quote for replacement of water slide pump at the Aquatic Center from Carrico Aquatic not to exceed \$15,026. Motion carried unanimously via Zoom.

e. Review and possible action relating to the proposed Post-Issuance Compliance Policy for Tax-Exempt and Tax-Advantaged Obligations and Continuing Disclosure.

Clerk Ebbert presented the policy following recommendation from Financial Advisors. The policy provides the framework for action required following legal obligations as it pertains to short and long-term borrowings.

Cm. Scherer moved, seconded by Cm. Johnson to approve the proposed Post-Issuance Compliance Policy for Tax-Exempt and Tax-Advantaged Obligations and Continuing Disclosure. Motion carried unanimously via Zoom.

MISCELLANEOUS

a. Review and possible action relating to operator licenses.

Cm. Scherer moved, seconded by Cm. Housley to approve operator licenses as presented. Motion carried.

b. Review and possible action to authorize chargeback of unpaid delinquent personal property taxes from 2020 tax roll.

Clerk Ebbert reviewed the two accounts being recommended for chargeback as allowed by Statute to the taxing jurisdictions. The City will chargeback \$81.06.

Cm. Kotz moved, seconded by Cm. Johnson to authorize chargeback of unpaid delinquent personal property taxes for 2019 tax roll and record \$81.06 as uncollectible. Motion carried unanimously via Zoom.

CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS

a. Verified claims.

Cm. Scherer moved, seconded by Cm. Housley to approve list of verified claims presented by the Director of Finance and to authorize payment. Motion carried unanimously via Zoom.

b. Consideration of a motion to convene into closed session pursuant to Wisconsin State Statute 19.85 (1) (e) to deliberate and conduct other specified public business, when competitive or bargaining reasons require a closed session.

Cm. Scherer moved, seconded by Cm. Johnson to move into closed session pursuant to Wisconsin State Statute 19.85 (1) (e) to deliberate and conduct other specified public business, when competitive or bargaining reasons require a closed session. Motion carried unanimously via Zoom.

Action: No action will be taken, and Council will adjourn from closed session.

ADJOURNMENT

Cm. Housley moved, seconded by Cm. Johnson to adjourn. Meeting adjourned at 9:17 pm

**NOTICE OF A PUBLIC HEARING
IN THE MATTER OF REVIEWING THE
2020 ANNUAL REPORT ON THE
MUNICIPAL SEPARATE STORM SEWER SYSTEM**

OFFICIAL NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, for the purpose of soliciting public input on the 2020 Annual Report for the City's Municipal Separate Storm Sewer System. This annual report is part of the requirements for the Phase II Permit that the City has from the Department of Natural Resources.

Said Public Hearing will be held in remote by phone via Zoom on Tuesday, March 16, 2021 at 7:00 p.m.

Any interested party will be given the opportunity to be heard at that time. A copy of the 2020 Annual Report is available for review at the Municipal Building, 101 North Main Street, and Dwight Foster Public Library, 209 Merchants Avenue, during regular business hours. The report is also on the City's website at www.fortatkinsonwi.net under Storm Water Management Plan.

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

/s/ Michelle Ebbert, City Clerk

PUBLISH: March 9, 2020



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: March 16, 2021

TO: City Council

FROM: Rebecca Houseman LeMire, City Manager

SUBJECT: Proclamation for Intersectional Peony City of Wisconsin

Background:

Annually since 2012, the City Council has approved a request by the Hoard Historical Museum to pursue a Proclamation from the State of Wisconsin designating the City as the Intersectional Peony City of Wisconsin.

Discussion:

The Hoard Historical Museum would again like the City Council to pursue a Proclamation from the State of Wisconsin naming the City as the Intersectional Peony City of Wisconsin. The purpose of the Proclamation is to recognize Fort Atkinson's distinction as the City with the largest public intersectional peony garden in North America; to recognize Fort Atkinson as the home of Roger F. Anderson, who is one of the world's first producers to successfully create the hybrid peony cultivar, now known as the intersectional peony, and who has perfected the hybrid peony business world-wide for over 40 years; to recognize Fort Atkinson as the home of the "Bartzella" Intersectional Peony, considered by experts to be "the most perfect yellow peony in the world"; and to continue to promote Fort Atkinson as a unique gardening destination in Wisconsin.

The Museum plans to again recognize Roger and Sandra Anderson for their expertise in intersectional peonies at a gathering on June 5, 2021 and is requesting the same designation from the State. This beautiful display of peonies is available for viewing at the Museum by all visitors.

Financial Analysis:

Approving the proclamation does not have a financial impact on the City. However, the request for the proclamation from the Office of the Governor may promote tourism and increase awareness of the event on June 5, 2021.

Staff Recommendation:

Staff recommends that the City Council President sign the Proclamation. Upon approval, staff will request a Proclamation from the State of Wisconsin declaring the City of Fort Atkinson as the Intersectional Peony City of Wisconsin and that Roger and Sandra Anderson be recognized for their accomplishments in this field.

Please see the attached 2020 Proclamation from Governor Evers.

**PROCLAMATION RECOGNIZING
THE CITY OF FORT ATKINSON AS THE
INTERSECTIONAL PEONY CITY OF WISCONSIN**

WHEREAS; the City of Fort Atkinson, Wisconsin, is the home to the largest public Intersectional Hybrid Peony Garden in North America located at the Hoard Historical Museum and so named the Roger F. and Sandra L. Anderson Intersectional Peony Garden; and

WHEREAS; the Anderson Intersectional Peony Garden at the Hoard Historical Museum in Fort Atkinson, Wisconsin features 58 named Roger F. Anderson intersectional hybrid peonies which bloom during the Wisconsin peony season; and

WHEREAS; the Hoard Historical Museum is home to two of the newest Roger F. Anderson intersectional hybrid peonies, “Mary C. Hoard” and “W.D. Hoard”, so named to exclusively honor important leaders in Fort Atkinson, Wisconsin’s history; and

WHEREAS; the City of Fort Atkinson, was the long-time home of Roger F. and Sandra L. Anderson, who established their hybrid peony business, Callie’s Beaux Jardins in 1978; and

WHEREAS; Roger F. Anderson is one of the world’s foremost producers of intersectional peony hybrids; and

WHEREAS; Roger F. Anderson, at his peony nursery, has continually created, developed, improved, and advanced the hybrid peony business world-wide for over 45 years; and

WHEREAS; Roger F. Anderson has bloomed nearly 600 hybrid peony varieties since 1980, breaking many hybridizing barriers in the peony industry; and

WHEREAS; the City of Fort Atkinson, Wisconsin is the home of Roger F. Anderson’s famous “Bartzella” Intersectional Peony, which after 15 years of diligent work, first bloomed in 1986, and is considered by peony experts to be “the most perfect yellow peony in the world,” and which received the highest American Peony Society Gold Medal Award and the Royal Horticultural Society Award of Garden Merit in 2012.

NOW, THEREFORE, I, Mason Becker, as City Council President of the City of Fort Atkinson, do hereby proclaim

**The City of Fort Atkinson, Wisconsin, as the
INTERSECTIONAL PEONY CITY OF WISCONSIN**

To be celebrated on Saturday, June 5, 2021, and I commend this observance to all Fort Atkinson Citizens.

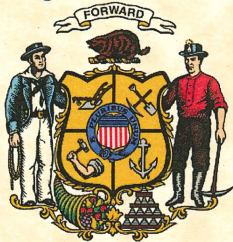
Proclaimed and signed this 16th day of March in the year 2021.

Mason Becker, City Council President

Attest:

Michelle Ebbert, City Clerk/Treasurer/Finance Director

STATE of WISCONSIN



OFFICE of the GOVERNOR

Proclamation

WHEREAS; the city of Fort Atkinson is home to the largest public Intersectional Hybrid Peony Garden in North America – the Roger F. and Sandra L. Anderson Intersectional Peony Garden – located at the Hoard Historical Museum; and

WHEREAS; the Anderson Intersectional Peony Garden features 58 individually named hybrid peonies honoring important leaders in Fort Atkinson's history, including "Mary C. Hoard" and "W. D. Hoard"; and

WHEREAS; the City of Fort Atkinson was the long-time home of Roger F. and Sandra L. Anderson, who established their hybrid peony business, Callie's Beaux Jardins, in 1978; and

WHEREAS; Roger F. Anderson continually innovated and advanced the hybrid peony business worldwide for more than 45 years, blooming nearly 600 hybrid peony varieties and breaking many hybridizing barriers; and

WHEREAS; the city of Fort Atkinson is the home of Anderson's acclaimed "Bartzella" Intersectional Peony, which first bloomed in 1986 after 15 years of work and is considered "the most perfect yellow peony in the world," receiving the American Peony Society Gold Medal Award and the Royal Horticultural Society Award of Garden Merit in 2012;

NOW, THEREFORE, I, Tony Evers, Governor of the State of Wisconsin,
do hereby proclaim June 6, 2020, as

FORT ATKINSON "INTERSECTIONAL PEONY CITY" DAY

throughout the State of Wisconsin and I commend this observance
to all our state's residents.

IN TESTIMONY WHEREOF, I have
hereunto set my hand and caused the
Great Seal of the State of Wisconsin
to be affixed. Done at the Capitol in
the City of Madison this 26th day
of May 2020.

A handwritten signature in black ink that reads "Tony Evers".
TONY EVERS
GOVERNOR

by the Governor:

A handwritten signature in blue ink that reads "Douglas La Follette".
DOUGLAS LA FOLLETTE
Secretary of State





Permit Report

02/01/2021 - 02/28/2021

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
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Group: Add/Alter Commercial

21419	1680 Janesville Ave.	Kwik Trip Inc.	Add/Alter Commercial	Remodel existing store	200,000	\$715.00
21440	1905 Central Coast Ln.	Riverstone	Add/Alter Commercial	Remodel existing Ramp and room access	45,000	\$70.00
						\$785.00

Group Total: 2

Group: Electrical

21417	1618 Mehta Ln.	Fort Clinic LLC	Electrical	sign circuit	0	\$40.00
21418	908 Riverside Dr.	Jerry Gasper	Electrical	Feeder for garage heater	0	\$36.00
21421	710 Walton St.	Jeremy Francis	Electrical	200 Amp service upgrade	0	\$60.00
21422	1400 Janesville Ave.	Builders First Source	Electrical	Eight openings	0	\$36.00
21424	1102 Laurie Dr.	Corianda Brodzeller	Electrical	Water heater	0	\$35.00
21427	744 Jones Ave.	Jones Dairy	Electrical	Solar Array	0	\$385.00
21433	500 Monroe St.	Rick Vreva	Electrical	new Service	0	\$80.00
						\$672.00

Group Total: 7

Group: HVAC

21420	28 South St.	Jewel Dice Knedler	HVAC	Replace Furnace	0	\$65.00
21425	1400 Janesville Ave.	Builders First Source	HVAC	Replace Furnace & A/C	0	\$100.00

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
21430	1720-1722 Montclair Pl.	RTLE Properties LLC	HVAC	New two family HVAC	0	\$240.00
21432	1680 Janesville Ave.	Kwik Trip	HVAC	IR heaters for carwash	0	\$100.00
21436	1513 Lena Ln.	Lynn & Cindy Staude	HVAC	New single family home HVAC	0	\$135.00
						\$640.00

Group Total: 5

Group: New Condo

21426	1614-1618 Premier Pl.	Joseph Esther	New Condo	New two family condo	385,000	\$953.50
						\$953.50

Group Total: 1

Group: New Single Family

21435	1513 Lena Ln.	Lynn & Cindy Staude	New Single Family	New single family home	230,000	\$739.15
						\$739.15

Group Total: 1

Group: Plumbing

21416	337 Robert St.	Brett Riggs	Plumbing	remodel bath	0	\$42.00
21423	1102 Laurie Dr.	Corianda Brodzeller	Plumbing	Water Heater	0	\$36.00
21437	1513 Lena Ln.	Lynn & Cindy Staude	Plumbing	New single family home Plbg.	0	\$150.00
21439	205 E Blackhawk Dr.	Hoppe North American	Plumbing	5 fixtures	0	\$60.00
						\$288.00

Group Total: 4

Group: Right of Way Opening Permit

21428	426 McMillen St		Right of Way Opening Permit	Street Opening	0	\$50.00
21429	Jefferson & Ralph St		Right of Way Opening Permit	Street Opening	0	\$50.00

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
21438	827 Banker Rd		Right of Way Opening Permit	Street Opening	0	\$50.00
						\$150.00

Group Total: 3

Group: Single Family Alteration/Addition

21431	1215 W. Cramer St.	Shelly Frohmader	Single Family Alteration/Addition	16' x 34.5' addition on rear of house	60,000	\$112.80
21434	201 Highland Ave.	Doug Hornickel	Single Family Alteration/Addition	New window	2,777	\$31.50
						\$144.30

Group Total: 2

						\$4,371.95
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Total Records: 25

3/1/2021

Submitted March 1, 2021

[Signature]
Building Inspector

CITY OF FORT ATKINSON
Plan Commission Minutes ~ March 9, 2021

CALL TO ORDER.

Manager LeMire called the meeting to order via Zoom at 4:02 pm.

ROLL CALL.

Present: Commissioners Lescohier, Kessenich, Schultz, Cm. Johnson, Manager LeMire and Engineer Selle. Also present: City Attorney and City Clerk/Treasurer.

Absent: Cm. Highfield.

REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE FEBRUARY 23, 2021 PLAN COMMISSION MEETING.

Kessenich moved, seconded by Johnson to approve the minutes of the February 23, 2021 Plan Commission meeting.

REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL FOR A TWO LOT CERTIFIED SURVEY MAP WITH A ZERO LOT LINE FOR THE PROPERTY LOCATED AT 1509 AND 1511 LENA LANE.

Engineer Selle presented the CSM for the zero lot line split on two adjacent parcels on Lena Lane. City Departments provided the following comments:

Water Department: Separate laterals are required for individual parcels. Both laterals are located in the terrace and serve each parcel independently.

Wastewater Department: The City does not currently require a separate sanitary lateral to serve each unit. The duplex includes a single lateral shared outside the homes. The maintenance agreement specifically includes this structure with shared maintenance and replacement costs.

Stormwater Department: This is the last lot owned by the developer Jim Hedrick. They have committed to taking care of recording the stormwater maintenance agreement for the portion of the subdivision held in common and having the first meeting of the subdivision's association that will be charged with this maintenance. This is contingent upon this CSM approval.

Building and Zoning: The maintenance agreement will cover shared elements and be recorded with the CSM and run with the property.

Lescohier moved, seconded by Johnson to recommend the Council approve the Certified Survey Map with a zero lot line for the property located at 1509 and 1511 Lena Lane. Motion carried.

ADJOURNMENT.

Kessenich moved, seconded by Johnson to adjourn. Meeting adjourned at 4:11 pm.

Respectfully submitted
Michelle Ebbert

**TRANSPORTATION & TRAFFIC REVIEW COMMITTEE MINUTES
CITY OF FORT ATKINSON
REMOTE VIA PHONE USING ZOOM
MARCH 11, 2021 - 2:00 p.m.**

The meeting was called to order by Chairman Selle at 2:00pm remotely via Zoom.

Members Present: Armstrong, Bump, Carter, Johnson, Selle and Williamson

Members Absent: Rice, Maas

Others Present: Mr. Woodward of Running, Inc./Brown Cab

1. Motion to approve the Minutes of the December 3, 2020 meeting made by Bump, second by Armstrong.. Motion passed by unanimous voice vote.

2. Parking Requests:

- a. *Discussion of replacing existing parking stall with loading/unloading zone at 119 Sherman Ave.*

Engineer Selle explained that the owner of Reflections Adult Day Care at 119 Sherman Ave was interested in designating a parking stall as a loading/unloading zone from 7:30am to 5:00pm to allow patrons of the business to access the entryway. Chief Bump expressed reservation with regard to removing a parking stall from rotation on an already busy roadway. A motion was presented by Chief Bump to table the discussion until business owner spoke with neighboring businesses to ensure they do not hold any reservations about the parking stall being designated as loading/unloading during business hours. Motion to table was seconded by Williamson and passed via voice vote.

3. Speed Limit Reviews:

None.

4. Traffic Signal Reviews:

None.

5. Transit Items:

- a. *Update from Brown Cab on ridership and marketing for preceding quarter.*

Mr. Woodward of Brown Cab indicated they have seen an increase in ridership in early 2021, with 2700 rides in February, which are numbers not seen since pre or early days of the pandemic. Mr. Woodward indicated that Brown Cab is looking to change some of their marketing channels, namely eliminating space on church brochures. Committee member Johnson informed Mr. Woodward of an online publication available within the City. Chief Bump inquired about whether Brown Cab had reached out to the Tavern League to receive potential assistance for providing rides to patrons during late hours on the evening of holidays. Mr. Woodward indicated this is something they would look into.

6. Safe Routes to School:

- a. *Update current conditions and completion of work status.*

Chairman Selle explained that the two grant applications submitted in 2019 were not approved, but they will likely be re-submitted in August of 2021 to take advantage of a new grant cycle.

7. Adjournment:

Bump moved, seconded by Armstrong, to adjourn the meeting and passed by unanimous voice vote. The meeting was adjourned at 2:27pm.

Respectfully submitted,

Liz Idzikowski, Exec Assist.



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: March 5, 2021

TO: Plan Commission

FROM: Andy Selle, P.E.

SUBJECT: Lena Ln - Zero Lot

Background:

This is a request for a zero lot line split on two adjacent parcels on Lena Lane. This will create an instrument for two separate owners of a duplex sharing a common wall.

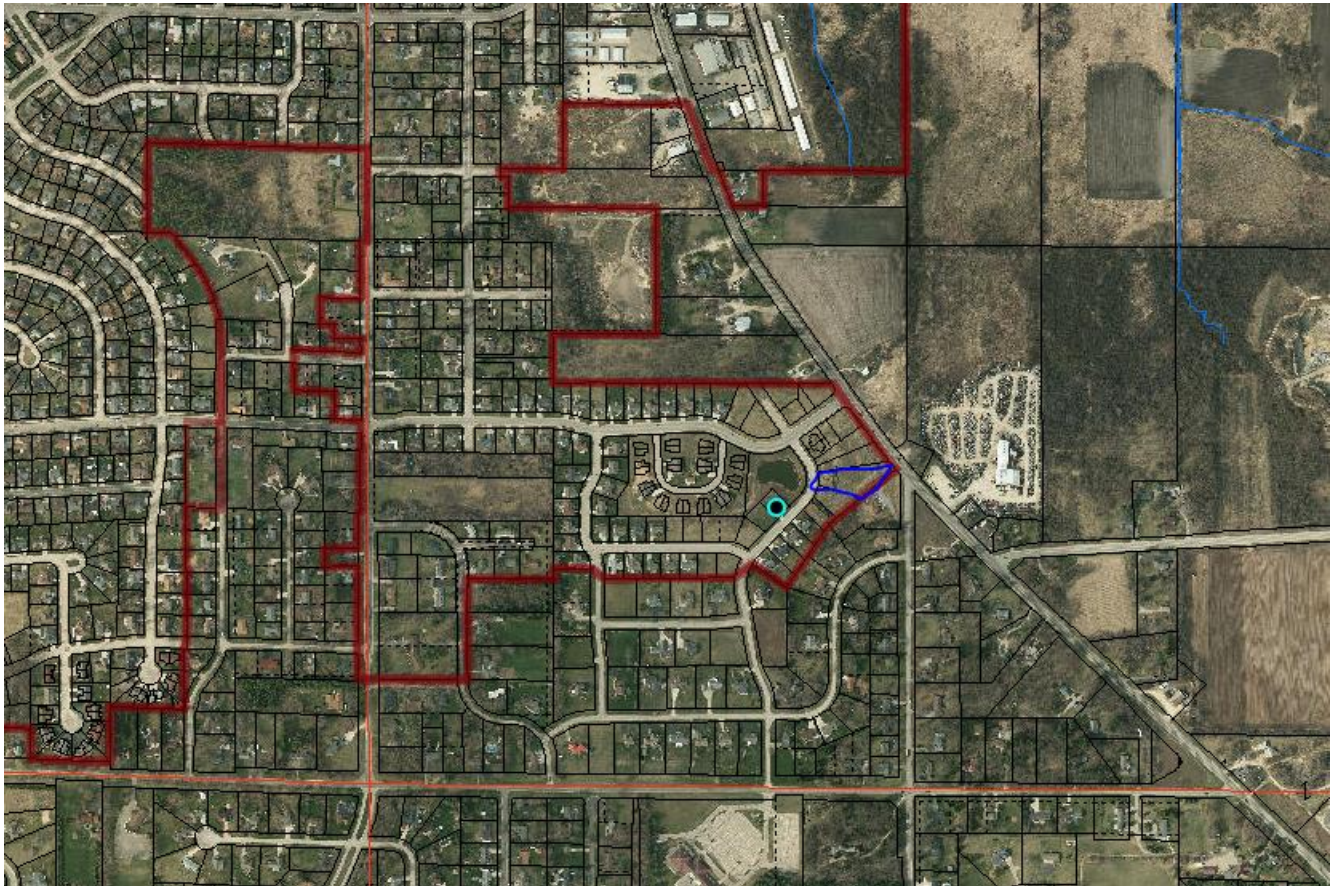


Figure 1: Property location in the City of Fort Atkinson

City Department Reviews:

City departments have reviewed the submittal. Those with comments are below.

Water Department: Separate laterals are required for individual parcels. Both laterals are located in the terrace and serve each parcel independently.

Wastewater Department: The City does not currently require a separate sanitary lateral to serve each unit. This duplex includes a single lateral shared outside the homes. The maintenance agreement specifically includes this structure with shared maintenance and replacement costs.

Stormwater Department: This the last lot owned by the developer Jim Hedrick. They have committed to taking care of recording the stormwater maintenance agreement for the portion of the subdivision held in common and having the first meeting of the subdivision's association that will be charged with this maintenance. This is contingent upon this CSM approval.

Building and Zoning: The maintenance agreement will cover shared elements and be recorded with the CSM and run with the property.

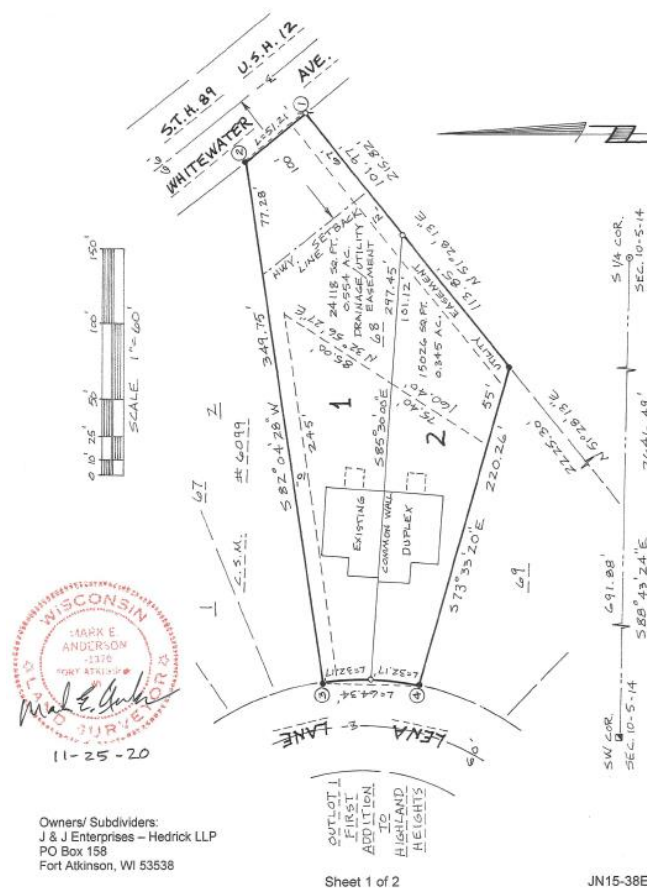


Figure2: Proposed land division

Recommendation:

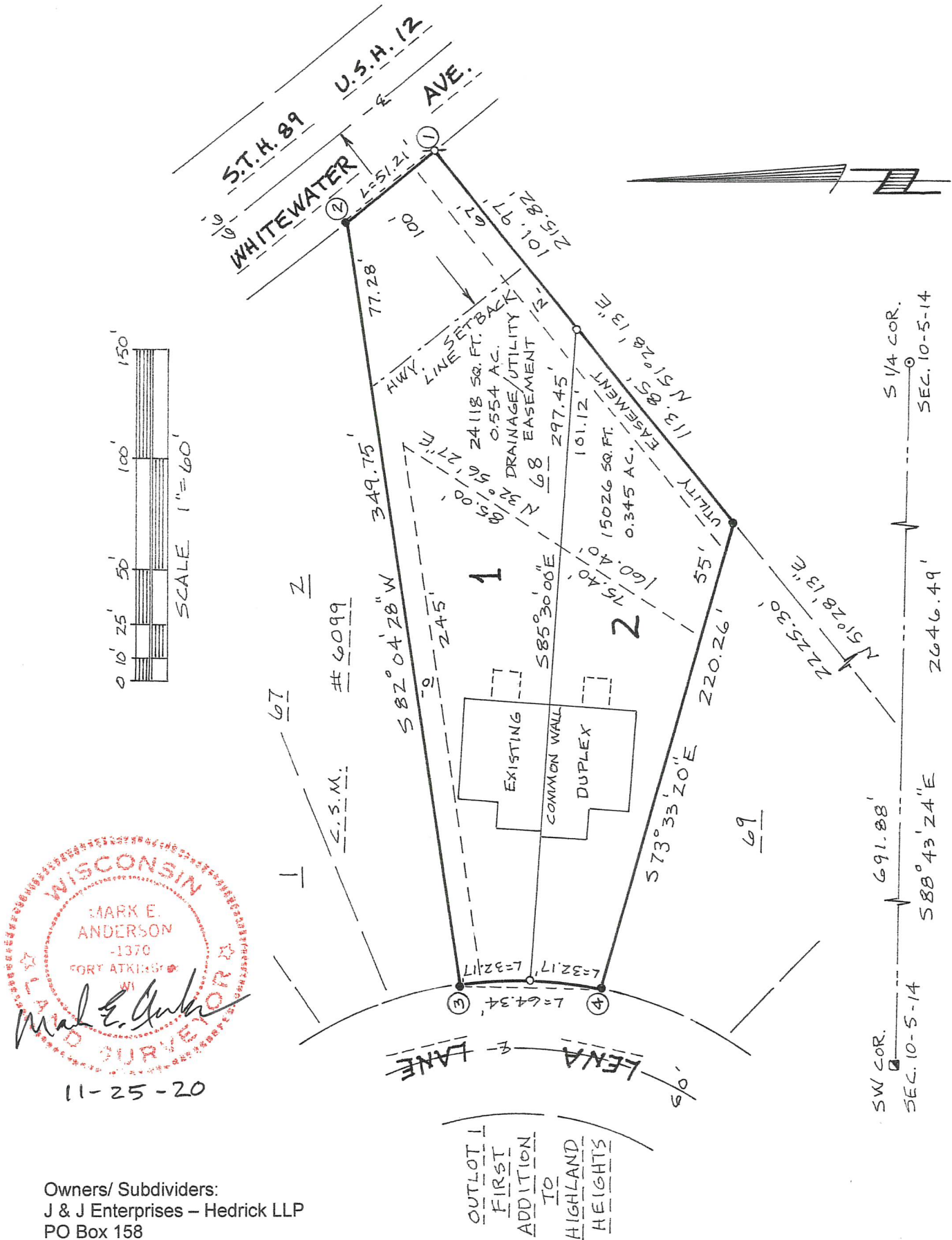
Staff recommends approval of the request.

Attachments: Original Submittal

CERTIFIED SURVEY MAP

Lot 68 SECOND ADDITION TO HIGHLAND HEIGHTS
in the NE¼ of the SW¼ in Section 10, T5N, R14E,
City of Fort Atkinson, Jefferson County, WI

- Found 4" Diameter Aluminum Monument
- Found 2¼" Iron Pipe
- Found 1¼" Iron Pipe
- Found ¾" Iron Rod
- Set ¾"x18" Iron Rod Weighing 1.50 #/ft.



Owners/ Subdividers:
J & J Enterprises – Hedrick LLP
PO Box 158
Fort Atkinson, WI 53538

CERTIFIED SURVEY MAP

Lot 68, SECOND ADDITION TO HIGHLAND HEIGHTS in the NE¼ of the SW¼ in Section 10, T5N, R14E, City of Fort Atkinson, Jefferson County, WI

NOTES:

Assumed North referenced to the south line of the SW¼ of Sec. 10-5-14 bearing S88°43'24"E.

These lots may be subject to any and all easements or agreements either recorded or unrecorded.

These lots created in accordance with a CONDITIONAL USE PERMIT TO CREATE A ZERO LOT LINE DWELLING conditionally granted by the City of Fort Atkinson.

Overhead lines are located in the Hwy. Setback area southwesterly of Whitewater Avenue. The right, permission and authority to construct, erect and maintain a line of poles and to string and maintain wires thereon was granted to Wisconsin Gas and Electric Company recorded June 9, 1916 in Vol. 4 Misc. Pg. 382 and July 3, 1936 in Vol. 8 Misc. Pg. 390.

All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of U.S.H. 12/S.T.H. 89 or Whitewater Avenue; it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s.236.293, Stats., and shall be enforceable by the department.

Highway Setback: This restriction is for the benefit of the public as provided in s.236.293, Wisconsin Statutes.

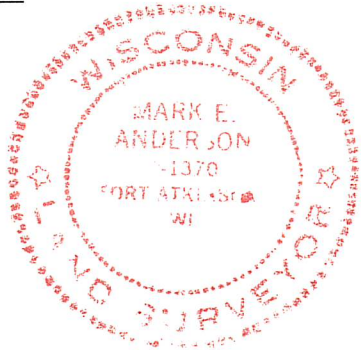
Utility easements as set forth are for the use of public bodies and private public utilities having rights to serve the platted area including Wisconsin Electric Power Co. No buildings may be constructed in the easement areas. Wisconsin Electric Power Co. reserves the right to trim or cut trees and brush within the easement areas as needed.

CURVE TABLE		CENTRAL	CHORD		Tangent Bearings	
CURVE#	RADIUS	ANGLE	BEARING	DISTANCE		
1-2	4133.00'	0°42'36"	N38°26'24"W	51.21'	1 N38°05'06"W	2 N38°46'53"W
3-4	180.00'	20°28'50"	S1°38'37"W	64.00'	3 S8°35'48"E	4 S11°53'02"W
Lot 1	"	10°14'26"	S3°28'35"E	32.13'		
Lot 2	"	10°14'24"	S6°45'50"W	32.13'		

SURVEYOR'S CERTIFICATE

I, Mark E. Anderson, Professional Land Surveyor, hereby certify that in full compliance with Chapter 236.34, Wisconsin Statutes and the subdivision regulations of City of Fort Atkinson and by the direction of Jim Hedrick this land has been surveyed, divided and mapped under my responsible direction and supervision; that such survey correctly represents all exterior boundaries and the division of the land surveyed; and that this land is Lot 68, SECOND ADDITION TO HIGHLAND HEIGHTS in the NE¼ of the SW¼ in Section 10, T5N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin containing 39144 square feet.

Date 11-25-20 Mark E. Anderson Professional Land Surveyor, S-1370



Approved by the City of Fort Atkinson.

Date Michelle A. Ebbert, City Clerk

MAINTENANCE RESTRICTION

THIS RESTRICTION, placed upon the above-described property, entered into this ____ day of _____, 2020, as formerly pledged on _____, 2020, by J&J Enterprises – Hedrick LLP, a Wisconsin Limited Liability Partnership (hereinafter “J&J”).

WHEREAS, J&J is the owner of the land and building located at 1505 and 1507 Lena Lane, Fort Atkinson, WI; and

WHEREAS, J&J desires to have the City of Fort Atkinson Planning Commission create a zero lot line dwelling on the above-described existing lot such that J&J can sell the residences located on Lots One and Two to separate third parties (hereinafter referred to as “Lot One” and “Lot Two”); and

WHEREAS, the building located on said real estate has a firewall dividing said building into two residences; and

WHEREAS, the two residences located on said real estate share a common sanitary sewer lateral from roughly the terrace out to the main;

NOW, THEREFORE, for good and valuable consideration, a Restriction is placed on said building as follows:

1. The owners of Lot One shall maintain the firewall on the side facing the residence located on Lot One.
2. The owners of Lot Two shall maintain the firewall on the side facing the residence located on Lot Two.
3. The owners of Lot One and Lot Two shall be prohibited from taking down said firewall and from altering it from its current state.
4. Maintenance, repair and/or replacement of the firewall shall be at the respective Lot owners' cost and responsibility.
5. The owners of Lot One and Lot Two shall be responsible for maintaining, repairing, and replacing the common sanitary sewer lateral serving both Lots (from roughly the terrace to the main), with the costs being evenly split between them.
6. Maintenance, repair, and replacement of any part of the sanitary sewer lateral that serves just one owner's Lot shall be that owner's cost and responsibility.
7. This Restriction shall be recorded in the Jefferson County Register of Deeds Office.

Maintenance Restriction
1505 and 1507 Lena Lane, Fort Atkinson, WI
Page 2 of 2

8. This Restriction is intended to be a covenant running with the land and it inures to the benefits of the parties hereto, their heirs, assign and successors in interest.

J&J Enterprises – Hedrick LLP, By:

DATED: _____

James Hedrick, Managing Partner

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2020, the above-named **James Hedrick**, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public/State of Wisconsin
My commission expires: _____

This document drafted by:

BEHLING LAW OFFICE
Attorney Mary H. Behling
State Bar #01005733
PO Box 15
Cambridge, WI 53523
608-423-3286



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: March 12, 2021

TO: City Council

FROM: Andy Selle, P.E.

SUBJECT: 2020 Annual Report for Stormwater Permit

Background:

As part of our Phase II MS4 Permit, the City is required to submit an Annual Report on our activities and accomplishments pursuant to stormwater systems. The Report covers the City's activities in:

- Public education and involvement.
- Illicit discharge detection.
- Construction site erosion control.
- Post-construction stormwater management.
- Pollution control.

Discussion:

The Report documents our effort in each category required by the permit. The Rock River Stormwater Group has hired Creative Marketing Unlimited, a student run consulting firm from UW Whitewater to manage our public outreach and marketing efforts using both online and in-person approaches.

We continue to make progress in ensuring our stormwater entering the Bark and Rock Rivers is as clean as possible. We have come a long way since utilizing the river as a conduit for untreated sewage and waste in the early 1900s. Use of the rivers is visibly increasing and they are being viewed as an asset in our community, a direct result of City efforts and dollars and certainly a sound investment for our community.

In addition to giving you the Report to review, it has been posted on the City's website and copies have been available at the Dwight Foster Public Library and Municipal Building for public review and comment. A notice of the public hearing was published in the paper. To date, no comments, concerns or questions have been raised by the public review of the Report.

Financial Analysis:

The Report does not have any impact on the 2021 Stormwater Utility budget.

Staff Recommendation:

Staff recommends the Annual Report be approved and the proper signatures authorized.

Please contact me if you have any questions or want additional information on the Annual Report, Stormwater Utility or other stormwater issues.

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

Reporting Information

Will you be completing the Annual Report or other submittal type? ☒ Annual Report ☐ Other

Project Name: MS4 Annual Report

County: Jefferson

Municipality: Fort Atkinson City

Permit Number: S050075

Facility Number: 31422

Reporting Year: 2020

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? ☐ Yes ☒ No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment
 - TMDL Attachment
 - Storm Water Consortium/Group Report

- Municipal Cooperation Attachment
- Other Annual Report Attachment

- Attach the following permit compliance documents as appropriate using the attachments tab above
 - Storm Water Management Program *(S050075-03 General Permit and S058416-04 Madison Area Group Permit shall have a written storm water management program that describes in detail how the permittee intends to comply with the permit requirements for each minimum control measure. Updated programs are due to the department by March 31, 2021.)*
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory *(S050075-03 General Permit and S058416-04 Madison Area Group Permit 2.6.1 - inventory due to the department by March 31, 2021.)*
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan *(S050075-03 General Permit and S058416-04 Madison Area Group Permit 2.6.2 – document due to the department by March 31, 2021.)*
 - Total Maximum Daily Load documents *(*If applicable, see permit for due dates.)*
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map *(S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022)*
 - Fecal Coliform Source Elimination Plan *(S050075-03 general permittees Appendix B - document due to the department by October 31, 2023)*

- Sign and Submit form

Municipal Contact Information- Has Missing Items

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information**Name of Municipality** Fort Atkinson City**Facility ID # or (FIN):** 31422**Updated Information:** ☐ Check to update mailing address information**Mailing Address:** 101 N Main St**Mailing Address 2:****City:** Fort Atkinson**State:** Wisconsin**Zip Code:** 53538 xxxxx or xxxxx-xxxx**Primary Municipal Contact Person (Authorized Representative for MS4 Permit)**

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

☐ Select to **create new** primary contact**First Name:** Andy**Last Name:** Selle☐ Select to **update** current contact information**Title:** City Engineer**Mailing Address:** 101 N Main St**Mailing Address 2:****City:** Fort Atkinson**State:** WI**Zip Code:** 53538-1861 xxxxx or xxxxx-xxxx**Phone Number:** 920-563-7760 Ext: xxx-xxx-xxxx**Email:** aselle@fortatkinsonwi.net**Additional Contacts Information (Optional)**☒ I&E Program

**Individual with responsibility for:
(Check all that apply)**

- ☒ IDDE Program
- ☒ IDDE Response Procedure Manual
- ☒ Municipal-wide Water Quality Plan
- ☒ Ordinances
- ☒ Pollution Prevention Program
- ☒ Post-Construction Program
- ☒ Winter roadway maintenance

First Name:

Last Name:

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:

XXXXX or XXXXX-XXXX

Phone Number:

Ext:

XXX-XXX-XXXX

Email:

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

☒ Yes ☐ No

☒ Public Education and Outreach

☒ Public Involvement and Participation

☐ Illicit Discharge Detection and Elimination

☐ Construction Site Pollutant Control

☐ Post-Construction Storm Water Management

☐ Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

☐ Yes ☒ No

Missing Information

Last Name is a required field , First Name is a required field , Address is a required field , City is a required field , State is a required field , Email is a required field , Phone Number xxx-xxx-xxxx is a required field , Postal Code is a required field ,

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (08/19)

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Delivery Mechanism that best describes how the topics were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	1/1/2020		
Project/Event Name	Various - see attached report		
Delivery Mechanism	<u>Other</u> *Active		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input checked="" type="checkbox"/> Illicit discharge detection and elimination <input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing <input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application <input type="checkbox"/> Stream and shoreline management <input checked="" type="checkbox"/> Residential infiltration <input checked="" type="checkbox"/> Construction sites and post-construction storm water management <input checked="" type="checkbox"/> Pollution prevention <input checked="" type="checkbox"/> Green infrastructure/low impact development <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Other	Select...	<input checked="" type="radio"/> Yes <input type="radio"/> No

b. Brief explanation on Public Education and Outreach reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The City is a member of the Rock River Stormwater Group. The group shares financial responsibility for public education and outreach, which is contracted through Creative Marketing Unlimited. A report of the year's activities are attached.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 2 : Has Missing Items

2. Public Involvement and Participation

a. Permit Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how the permit activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	1/1/2020		
Project/Event Name	Various		
Delivery Mechanism	Other		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input checked="" type="checkbox"/> MS4 Annual Report <input checked="" type="checkbox"/> Storm Water Management Program <input checked="" type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input checked="" type="checkbox"/> Contractors <input checked="" type="checkbox"/> Developers <input checked="" type="checkbox"/> Industries <input type="checkbox"/> Other	Select...	<input checked="" type="radio"/> Yes <input type="radio"/> No

b. Volunteer Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how volunteer activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	1/1/2020		
Project/Event Name			
Delivery Mechanism	Select...		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Other	Select...	<input type="radio"/> Yes <input type="radio"/> No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Delivery Mechanism is required, Event Name is required,

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- a. How many total outfalls does the municipality have? ☐ Unsure
- b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? ☐ Unsure
- c. From the municipality's routine screening, how many were confirmed illicit discharges? ☐ Unsure
- d. How many illicit discharge complaints did the municipality receive? ☐ Unsure
- e. From the complaints received, how many were confirmed illicit discharges? ☐ Unsure
- f. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? ☐ Unsure

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

☒ Verbal Warning

☒ Written Warning (including email)

☐ Notice of Violation

☐ Civil Penalty/ Citation

Additional Information: _____

- h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Limited to grass in the street mainly and a single situation of dumping top soil in the street.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year? ☐ Unsure
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality ☐ Unsure

issue permits for in the reporting year?

- c. How many erosion control inspections did the municipality ☒ Unsure complete in the reporting year?

- d. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

☐ No Authority

☒ Verbal Warning

☒ Written Warning (including email)

☐ Notice of Violation

☐ Civil Penalty/ Citation

☐ Stop Work Order

☐ Forfeiture of Deposit

☐ Other - Describe below

- e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

There were no large scale construction sites this year. Only small residential construction work.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

- a. How many sites with new structural storm water management facilities* have received local approval ? ☐ Unsure

*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement, catch basin sumps, etc.

- b. Does the municipality utilize privately owned storm water management facilities in its pollutant reduction analysis? ☒ Yes ☐ No ☐ Unsure

- c. If Yes, How many privately owned storm water management facilities were inspected in the reporting year ? ☐ Unsure

Inspections completed by private land owners should be included in the reported number.

- d. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

<input type="checkbox"/> No Authority	
<input checked="" type="checkbox"/> Verbal Warning	0
<input checked="" type="checkbox"/> Written Warning (including email)	0
<input checked="" type="checkbox"/> Notice of Violation	0
<input checked="" type="checkbox"/> Civil Penalty/ Citation	0
<input checked="" type="checkbox"/> Forfeiture of Deposit	0
<input checked="" type="checkbox"/> Complete Maintenance	0
<input checked="" type="checkbox"/> Bill Responsible Party	0
<input type="checkbox"/> Other - Describe below	

- e. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 6 : Has Missing Items

6. Pollution Prevention

Storm Water Management Facility Inspections ☐ Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water management facilities ? ☐ Unsure
- b. How many new municipally owned storm water management facilities were installed in the reporting year ? ☐ Unsure
- c. How many municipally owned storm water management facilities were inspected in the reporting year? ☐ Unsure
- d. What elements are looked at during inspections (250 character limit)?

Hydraulics, Structural Elements, Vegetation, Deposited Materials

- e. How many of these facilities required maintenance? ☐ Unsure
- f. Brief explanation on Storm Water Management Facility inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) ☐ Not Applicable

- g. How many municipal properties require a SWPPP? ☐ Unsure
- h. How many inspections of municipal properties have been conducted in the reporting year? ☐ Unsure

i. Have amendments to the SWPPPs been made?

☐ Yes ☒ No ☐ Unsure

j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The City has 3 SWPPPs - compost site, snow dump area, and the DPW campus.

Collection Services - *Street Sweeping / Cleaning Program* ☐ Not Applicable

- l. Did the municipality conduct street sweeping/cleaning during the reporting year?
☒ Yes ☐ No ☐ Unsure
- m. If known, how many tons of material was removed? ☒ Unsure
- n. Does the municipality have a low hazard exemption for this material? ☐ Yes ☒ No
- o. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
☐ Yes - Explain frequency _____
☒ No - Explain Reach 59 requires sweeping 1x/week and it was not _____
☐ Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* ☒ Not Applicable

Collection Services - *Leaf Collection Program* ☐ Not Applicable

- u. Does the municipality conduct curbside leaf collection? ☒ Yes ☐ No ☐ Unsure
- v. Does the municipality notify homeowners about pickup? ☒ Yes ☐ No ☐ Unsure
- w. Where are the residents directed to store the leaves for collection?
☒ Pile on terrace ☐ Pile in street ☐ Bags on terrace ☐ Unsure
☐ Other - Describe _____
- x. What is the frequency of collection?
3x season Nov 1- Dec 15
- y. Is collection followed by street sweeping/cleaning? ☒ Yes ☐ No ☐ Unsure
- z. Brief explanation on Collection Services reporting. *If you marked Unsure for any questions above, justify the*

reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page

Winter Road Management ☐ Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? ☐ Unsure

ab. Provide amount of de-icing products used by month last winter season?
Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt</u>	<input type="text" value="0"/>	<input type="text" value="2"/>	<input type="text" value="95"/>	<input type="text" value="250"/>	<input type="text" value="198"/>	<input type="text" value="0"/>

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
<u>Other</u>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="110"/>	<input type="text" value="485"/>	<input type="text" value="1155"/>	<input type="text" value="0"/>

ac. Was salt applying machinery calibrated in the reporting year? ☒ Yes ☐ No ☐ Unsure

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? ☒ Yes ☐ No ☐ Unsure

Training Date	Training Name	# Attendance
<input type="text" value="12/8/2020"/>	<input type="text" value="Saltwise"/>	<input type="text" value="9"/>

ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Internal (Staff) Education & Communication

af. Has training or education been held for municipal or other personnel involved in implementing each of the pollution prevention program elements ? ☐ Yes ☒ No ☐ Unsure

If yes, describe what training was provided (250 character limit):

When:

How many attended:

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected Officials

Annual Report

Municipal Officials

Appropriate Staff (such as operators, Department heads, and those that interact with public)

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Please enter municipal officials for question 6ab., Please enter appropriate staff for question 6ab., Describe road maintenance training given,

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?

☐ Yes ☒ No ☐ Unsure

If yes, check the areas the map items that got updated or changed:

- ☐ Storm water treatment facilities
☐ Storm pipes
☐ Vegetated swales
☐ Outfalls
☐ Other - Describe below

- b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (09/20)

Final Evaluation - Has Missing Items

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------------	--------------------------	----------------------------	-----------------

Element: Public Education and Outreach

2500	2500	2500	<u>Storm water utility</u>
------	------	------	----------------------------

Element: Public Involvement and Participation

2500	2500	2500	<u>Storm water utility</u>
------	------	------	----------------------------

Element: Illicit Discharge Detection and Elimination

5000	5000	5000	<u>Storm water utility</u>
------	------	------	----------------------------

Element: Construction Site Pollutant Control

10000	10000	10000	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Post-Construction Storm Water Management

0	0	0	<u>Select...</u>
---	---	---	------------------

Element: Pollution Prevention

95893	95893	98487	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Other (describe)

--

			<u>Select...</u>
--	--	--	------------------

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

--

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the

municipality's storm sewer system directly discharges to?

☐ Yes ☐ No ☒ Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

☐ Yes ☐ No ☒ Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

☐ Yes ☒ No ☐ Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

☒ Yes ☐ No ☐ Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? ☐ Yes ☒ No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Status of Total Maximum Daily Loads (TMDLs) Implementation

The permittee Fort Atkinson City is subject to the following approved TMDLs: Rock River Basin and/or and/or Beaver Dam Lake

The permittee intends to comply with the following permit requirements to show progress towards meeting the TMDL:

[A.3.1] The Permittee is following the TMDL Compliance Plan, which received Department concurrence prior to April 30, 2019.

The permittee is confirming that all planned efforts are on schedule.

☒ Agree ☐ Disagree

[A.6.3] Final Documentation.

The permittee is confirming that all planned efforts are on schedule to submit the final documentation materials [updates to mapping, modeling, tabular summary, and Implementation Plan] under section A.6.3 by October 31, 2023.

☒ Agree ☐ Disagree

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Missing Information

Please justify a zero in the Fiscal Analysis, Please enter funding source,

Do not close your work until you SAVE.

--	--	--	--	--	--	--

Form 3400-224 (09/20)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- ☒ Public Education and Outreach
- ☒ Public Involvement and Participation
- ☒ Illicit Discharge Detection and Elimination
- ☒ Construction Site Pollutant Control
- ☒ Post-Construction Storm Water Management
- ☒ Pollution Prevention
- ☒ Storm Water Quality Management
- ☒ Storm Sewer System Map
- ☒ Water Quality Concerns
- ☒ Compliance Schedule Items Due
- ☒ MS4 Program Evaluation

Do not close your work until you **SAVE**.

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

***Required Item**

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Attach - Other Supporting Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

Complete and Submit Your Application

You have not completed all areas of the application. Please return to the application and complete all missing items.

Contact Information: [Has Missing Items](#)

Minimum Control Measures Section 1: [Complete](#)

Minimum Control Measures Section 2: [Has Missing Items](#)

Minimum Control Measures Section 3: [Complete](#)

Minimum Control Measures Section 4: [Complete](#)

Minimum Control Measures Section 5: [Complete](#)

Minimum Control Measures Section 6: [Has Missing Items](#)

Minimum Control Measures Section 7: [Complete](#)

Attachments: [Complete](#)

Final Evaluation: [Has Missing Items](#)



2020 Final Report

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2020 Highlights

Annual Report 2020 Metrics Highlight

Summary: The COVID-19 pandemic and stay-at-home order drastically impacted the 2020 education outreach work plan. Major events where the team planned to attend in-person were cancelled. K-12 schools also shifted to different delivery formats (i.e., online learning) that didn't allow for classroom visits. Likewise, municipalities expressed concerns about encouraging residents to gather in-person for our annual clean-up event in September. In response, the Rock River Stormwater Group shifted the primary focus to educational outreach efforts based on digital communications and community partnership building. As we look ahead to 2021, our goal is to continue to build on these partnerships (i.e., humane societies/rescue groups and lake improvement associations) to leverage our public education outreach communication model. Combined, our increased digital efforts were successful in actively engaging and educating new audiences.

Our primary digital engagement methods in 2020 remained the Protect Wisconsin Waterways Facebook page and the Protect Wisconsin Waterways website. Importantly, we increased Facebook page likes (+43%), reach (+299%), impressions (+115%), and engaged page users (+26%) despite having no in-person events which typically drove engagement in the past. The launch of three user-generated social media contests (pet photo, fishing, and car wash) helped drive this digital engagement. As a result, the website also saw an increase in total visits (+7%) and unique visitors (+3%) – again despite not having in-person events that typically helped drive awareness and traffic. Of note, our digital efforts helped increase online engagement with our stormdrain protector program (+1,420%). Overall, the public education outreach digital efforts generated **184,403 impressions** across the website, Facebook, Twitter, and Instagram (**an increase of 14.5% over 2019**). Although we were not able to have any presence in-person at events in 2020, we hope to reimplement our in-person presence in 2021 once vaccines are distributed to further boost engagement and educational efforts. We will also identify opportunities to attend virtual meetings hosted by other groups to spread our message.

Total Digital Outreach Summary Statistics – Year Over Year

Combined Digital Outreach	2020	2019	2018	2017
Total Impressions	184,403 (+14.5%)	161,016	81,432	62,805

Website Summary Statistics – Year Over Year

Website Metrics	2020	2019	2018	2017
Total Visits	8,540 (+7%)	7,995	5,861	1,043
New Visitors	4,152 (+3%)	4,017	2,363	831
Stormdrain Protector Program (Unique)	380 (+1,420%)	25*	n/a	n/a

**Note: Stormdrain protector program sign-ups prior to 2020 occurred via in-person, door-to-door canvassing that was not implemented during the COVID-19 pandemic*

Facebook Summary Statistics – Year Over Year

	2020 802 Page Likes 143 Posts	2019 561 Page Likes 144 Posts	2018 301 Page Likes 207 Posts	2017 252 Page Likes 162 Posts
Engaged Page Users	3,749 (+26%)	2,969	1,501	1,549
Total Reach	74,708 (+299%)	18,719	15,541	28,263
Organic Reach	47,799 (+61%)	29,638	15,379	12,232
Viral Reach	36,531 (+115%)	17,008	6,187	16,075
Total Impressions	99,352 (+115%)	46,125	29,470	47,844

**Note: Facebook changed how they measured viral reach and impressions from 2017 to 2018; so total reach, viral reach, and impression numbers are not directly comparable on Facebook.*

Twitter Summary Statistics – Year Over Year

	2020 257 Followers 97 Tweets	2019 233 Followers 124 Tweets	2018 201 Followers 118 Tweets	2017 104 Followers 89 Tweets
Impressions	48,124 (-35%)	74,127	19,715	13,918
Engagements	1,206 (-53%)	2,586	917	650
Average Engagement Rate	2.5% (+0.1%)	2.4%	4.7%	4.67%

Instagram Summary Statistics – Year Over Year

	2020 901 Followers 82 Posts	2019 438 Followers 113 Posts	2018 216 Followers 103 Posts	2017 72 Followers 43 Posts
Total Impressions	28,387** (-13%)	32,769	26,386	N/A*
Total Likes	2,382** (-51%)	4,891	5,621	1,973
Average Engagement Rate	8.39%** (-4.07%)	12.46%	21.3%	N/A*

**Note: Some metrics not available for Instagram in 2017*

***Note: Instagram's analytics platform did not accurately track impressions/engagement in 2020 over 2 months; so total impressions, likes, and engagement numbers are likely underreported.*



YouTube Summary Statistics – Year Over Year

YouTube	2020	2019	2018	2017
Total New Videos	3	7	10	6
Total Views on YouTube*	1,600+	1,500+	500+	440+
Facebook Views	2,400+	-	-	-
<i>*Note: Additional views occurred via distribution on other social platforms.</i>				

Clean-Up Summary Statistics – Year Over Year

Sweep Metrics	2020*	2019	2018	2017
Impressions/Interactions	-	343 (-62%)	910	180
Total Volunteers	-	196 (+151%)	130	34
Total Trash Bags Collected	-	151+ (+559%)	37	N/A
<i>*Note: 2020's waterway clean-up event was not held due to the pandemic. We hope to be able to hold in 2021.</i>				

Event Summary Statistics – Year Over Year

Event Metrics	2020*	2019	2018	2017
Total Events	-	41 (+146%)	28	17
Total Event Reach	-	3,595 (+133%)	2,700	1,324
Total Community Events	-	35 (+140%)	25	11
Total Community Event Reach	-	3,453 (+150%)	2,299	1,029
Total K-12 Educational Events	-	6 (+200%)	3	6
Total Educational Event Reach	-	142 (-65%)	401	295

**All in-person events were put on hold/cancelled during the COVID-19 pandemic, state/local stay-at-home orders, and school district shift to virtual learning. We hope to re-implement these efforts in 2021.*



2020 Year-in-Review

Introduction

The following document provides an overview of the public education and outreach activities conducted by the Rock River Stormwater Group (branded as Protect Wisconsin Waterways) during the 2020 calendar year.

In 2020, the team worked on expanding the existing brand awareness by using digital-focused tactics due to the COVID-19 pandemic. The pandemic led to the cancellations of all major in-person events, and a shift to virtual schooling across many K-12 districts (particularly in spring 2021). While digital impressions increased, the lack of in-person events did not provide the same opportunities for engagement as in past years with in-person events/programs. We adjusted our target audiences and digital marketing strategies which included running virtual contests through our website and social media pages. We have been working on social media campaigns and other creative techniques that we hope will allow us to leverage new community partner relationships into more in-person events again in 2021, where we can reach people on a more personal level.

Our Response to COVID-19

With the health and safety of our team members along with the general public as a top priority, many in-person events that we would typically have attended were initially postponed and later suspended altogether. This includes attendance at community farmer's markets, K-12 school visits, and other community events. A sampling of key events (but not exhaustive list) that contributed to past engagement we had confirmed attendance and dates before the pandemic/state stay-at-home orders in spring 2020 included:

- McNeel Intermediate After School Event - Monday March 2nd, 2020
- Janesville Sustainable Living Fair - Saturday March 28th, 2020
- Whitewater Rotary Presentation - Tuesday April 7th, 2020
- Beloit Easter Eggstravagaza - Saturday April 11th, 2020
- Rotary Botanical Gardens Earth Day Event - Saturday April 18th, 2020
- Waupun SAGES Earth Day Event - Wednesday April 22nd, 2020
- Whitewater Earth Day Event - Friday, April 24th, 2020
- 2020 Protect Wisconsin Waterways Clean-Up- Saturday, September 12th, 2020
- All summer farmer's markets and other events typically attended
- All K-12 school visits for 2020

In 2020, we initially hoped to continue with our annual Protect Wisconsin Waterways Clean Sweep and started planning contingency options if municipalities would not allow us to hold an in-person event. At the start of the outbreak the team was optimistic about being able to run the event as normal;



however, since safety precautions were still in place, we reverted to social media to encourage remote participation in clean-ups. We encouraged our followers to take time to clean the stormdrains around their homes in keeping with the spirit of the event. The team ran ads to increase the visibility of our event. The COVID-19 pandemic is currently an ever-changing situation. We do hope that moving further into 2021 we will be able to safely return to in-person events while continuing to use what we learned during a year of mostly digital engagement and education efforts.

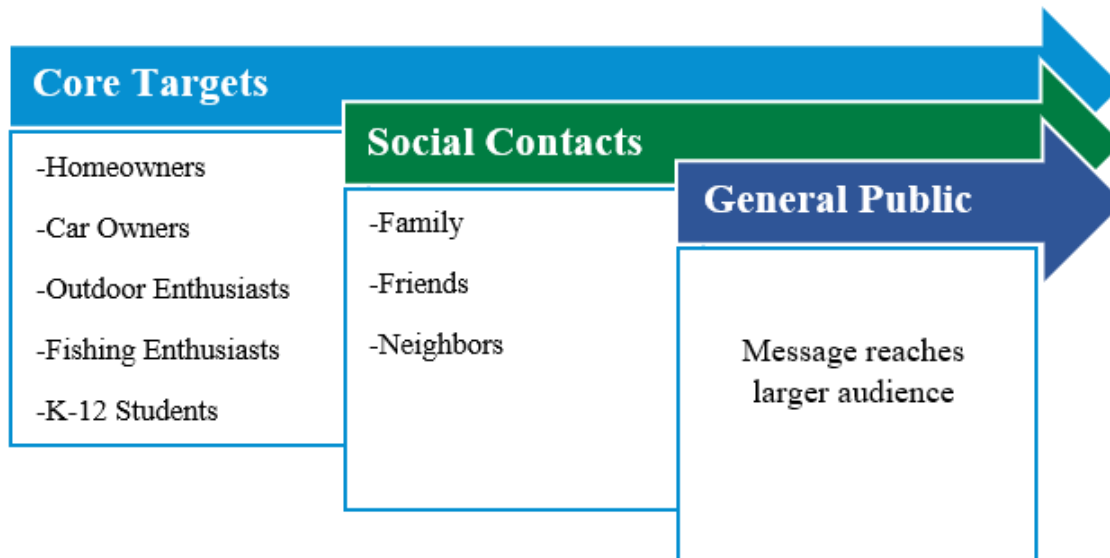
Since we were not able to attend in-person events, we needed to determine how to increase brand awareness through other channels. We developed new ideas to keep our presence within communities and continue to increase our engagement. We implemented a variety of social media campaigns to garnish traction amongst different Facebook users who would be interested in helping to preserve our local waterways. Our social media campaigns ranged from photo contests to drawings that included prizes. These contests and drawings showed an increase in unique viewers and engagements from groups who own pets, like to fish, and own vehicles. We also reached out to community groups for potential partnerships for our social media campaigns. We have begun communications with different organizations that share our same values to build valuable partnerships for future initiatives, education outreach, and events. **Humane Societies/Animal Rescue Groups:** First, we attempted to engage six different humane societies/animal rescue groups with our pet photo contest. In particular, the relationship with Paddy's Paws Rescue Group in Fort Atkinson, WI helped create strong engagement within their group and may offer new opportunities for on-going engagement and education to pet lovers. In addition to our outreach metrics, Paddy's Paws efforts on our behalf generated an additional 40,000+ impressions on their website and social media related to our messaging. **Fishing Enthusiasts:** We also partnered with a bait/tackle shop and fishing guide service to host a fishing photo contest and engage the outdoor enthusiast. **Lake Improvement Associations:** Finally, we communicated with different lake improvement associations or similar groups in the Rock River Basin. Two partnerships were initiated toward the end of 2020 that should provide increased opportunities for public education and outreach moving forward. First, the **Rock Lake Improvement Association** (RLIA) and RRSg will be partnering to promote the RRSg's stormdrain protector program and RLIA's storm steward program initiatives. This budding partnership will be continued into 2021 as we gauge their interest in partnership and joint educational initiatives. A second partnership with the **Dodge County Alliance for Healthy Soil Healthy Water** was also initiated in December 2020. We have attended their annual meeting and are in the beginning stages of partnership discussion. We have reached out to a variety of other shoreline and local waterway conservation groups. While we are awaiting responses from these other groups, our intention moving forward is to develop more of these partnerships in hopes of putting our educational messages in front of more members of our target market. In combination, we believe an increased presence and partnership opportunities with different community groups and on social media helped the Protect Wisconsin Waterways brand to maintain relevance throughout the pandemic and beyond.



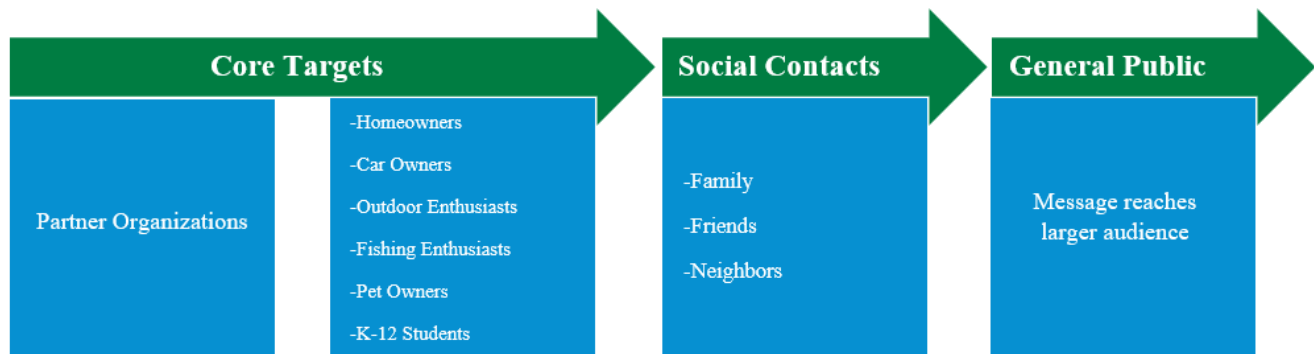
Target Audiences & Outreach Communication Model

In 2020 we initially targeted three audience categories including our core targets, social contacts, and the general public. As we shifted to more digital outreach during the pandemic, we expanded our outreach targeting approach through the development of new partnerships. In the past, the general core targets were K-12 students, homeowners, and outdoor enthusiasts. By extension through these groups' social networks, we would also reach their friends, families, and neighbors and engage a larger audience as Protect Wisconsin Waterway's advocates. In 2020, we expanded our list of core targets with the addition of car owners, pet lovers, and fishing enthusiasts. The revised communication model included launching new initiatives and outreach efforts directly through new community partner organizations. Additionally, our increased presence on digital platforms also allowed us to target more specific audiences.

Communication Model 1.0 (Pre-Pandemic)



Communication Model 2.0 (Revised for Virtual Environment)






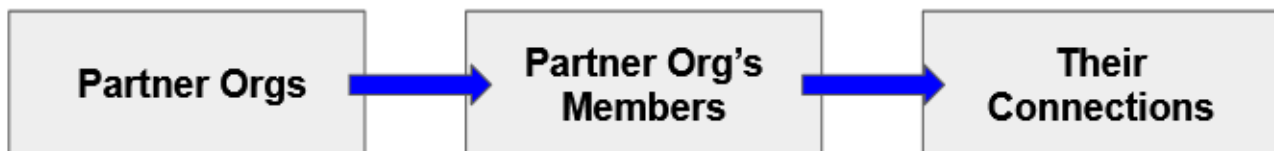


Initiative #1: Expand on Existing Brand Awareness via Establishing New Community Partners

The RRSg's efforts to increase brand awareness and educational outreach adapted to the COVID-19 pandemic by launching new community partnerships. Due to the safety precautions put in place for COVID-19, the team turned to social media and other digital marketing practices to expand on our existing brand awareness and promote our key educational initiatives and programs. We implemented new digital strategies to continue educating our current followers, while also engaging new audiences through a variety of partner organizations and highlighting of community members that were part of the stormdrain protector program.

New community partner organizations in 2020 included:

Partner Organizations	Helped engage
	Pet owners and other contacts across the RRSg area 40,000+ engaged on partner organization platforms; in total over 50,000 impressions of user-generated photos and related educational messaging between partner sharing, individual consumer sharing, and RRSg media.
	Fishing/outdoor enthusiasts and their contacts across the RRSg area. In total over 12,100+ engaged through RRSg media (7,100+) and on partner organization (5,000+) platforms via impressions of user-generated photos and related educational messaging.
	Board members and other members of the organization – with planned initiatives for 2021 to engage more of their membership and other related audiences





Initiative #2: Revised Content Calendar Related to Educational Topics

In 2020, we revised our content calendar to ensure our monthly outreach efforts covered each of the MS4 permit topical areas – plus additional topics deemed of value given past engagement efforts. The revised content calendar included new infographics and other digital content for our monthly e-newsletter, integration with our social media calendar, and leveraging of past animated, and other video content.

Month	Theme
January	Pollution Prevention
February	Construction Sites and Post Construction Stormwater Management
March	Snow Melt Runoff
April	Fertilizer and Pesticide Application
May	Household Hazardous Waste Disposal
June	Yard and Pet Waste Management
July	Stream and Shoreline Management
August	Illicit Discharge Detection and Elimination
September	Vehicle Washing
October	Green Infrastructure and Low Impact Development
November	Residential Infiltration

Initiative #3: Increased Digital Presence & Outreach

Our team increased our digital outreach methods and strategies by initiating multiple digital media campaigns aimed at increasing awareness, following, and user engagement. Throughout the new campaigns, we utilized Google Display ads during Earth Week 2020, Facebook boosted posts, theme-related graphics/other content, as well as photo and video content. New social media campaigns included: a pet photo contest, fishing photo contest, and car wash drawing. While we continued popular engaging content series like our Fun Fact Fridays, a monthly Waterway Protector Spotlight (with increased focus on community members), and, as always, our Featured Waterway of the Month.



Our page likes and the number of followers increased on all social media platforms and combined with the website traffic resulted in **184,403 impressions** across RRSg “owned media” properties including the website, Facebook page, Twitter, and Instagram (**an increase of 14.5% over 2019**). Importantly, this digital engagement was accomplished without any in-person events that typically increased engagement with our digital educational elements.

Website (protectwiwaterways.org): In 2020, updates were made to the stormdrain protector program and pledge landing pages, and new pages were added related to our photo contests, and a new municipality page for the City of Watertown (joined the Rock River Stormwater Group in 2020). Our total website visits for 2020 reached 8,540 (+7%) and unique visitors increased by 3% (4,152). Of note, is the increase in digital engagement with the stormdrain protector program which previously relied on our in-person presence and door-to-door canvassing. We saw a 1,420% increase in engagement with that program on the website.

Enter Protect Wisconsin Waterway's Fishing Photo Contest

We love to see how everyone is using Wisconsin's great waterways! We all know one of the most popular ways Wisconsinites love to use the waterways is for fishing! Here is your chance to show us your favorite catch from one of the many waterways in the Rock River Basin. See the map linked below to identify an eligible waterway and make sure to mention which waterway you caught the fish from when you share your photo on Facebook! Enter your photo in the contest by August 31, 2020, for a chance to win one of many great prizes from our partners at the Rock River Basin and the Rock River Fishing Service!

How to Enter:

There is only one week left for our contest and we want to make it as easy as possible for you to enter!

-Comment your photo under our One Week Remaining post!

OR

-Post your photo on your page and tag Protect Wisconsin Waterways

However you choose to enter, make sure you identify the waterway where you made your catch!

What You Can Win – Check Out the Awesome Fishing Photo Contest Prizes!

We have separate prizes for adults and children (under 18 years old category). Thanks to our great partners from Rock River Bass Bait Box and the Rock River Fishing Service!

Adults:

- 1st Place (one winner) = 8 hour guided tour for two with Rock River Fishing Guide Service
- 2nd Place (one winner) = \$200 gift card to Rock River Bass Bait Box in Paris, Illinois

Kids:

- Four (4) winners of \$50 gift cards to Rock River Bass Bait Box

How to Win:

The size of the fish doesn't matter! Although we love seeing those prize-winning catches too! Winners will be based on the individual posts that get the most **likes/reactions** on Facebook! There is no shame in asking for your friends, family, and others to help you out. Encourage everyone to comment, like, and share your photo so you and the winner!

In total, there will be 2 winners for the Adult (18+) category and 4 winners for the Youth category.

Winning posts must follow all steps outlined above and will be determined based on the most likes/reactions as of September 1, 2020. Don't forget, you must identify the waterway where the fish was caught!

Here are a few examples of what the pictures might look like.

PET PHOTO CONTEST

Enter by July 1st, 2020 to help your local humane society or animal rescue organization receive a \$500 donation. Plus, you have a chance to win a \$50 gift card!

How to Enter & Help Your Local Organization:

1. Take a picture of your pet outside
2. Post it on Facebook by July 1st with your pet's name
3. Tag your favorite humane society and **Protect Wisconsin Waterways** (see @ followed by the organization's Facebook Page)
4. Vote for the group you want to receive the largest donation by using one of the hashtags of your local humane society (see below) and **Protect Wisconsin Waterways**

How to Win:

1. The humane society/animal rescue group whose hashtag is used the most will receive a \$500 donation. All groups that have 50+ publicly visible photo submissions will receive a \$100 donation from Protect Wisconsin Waterways.
2. The individual whose post of their pet receives the most likes/reactions on Facebook will get a \$50 gift card to a local pet store. *The winning post must follow all five of the steps above! Protect Wisconsin Waterways will reach out after July 1st to identify a local store in your area.

Website Metrics	2020	2019	2018	2017
Total Visits	8,540 (+7%)	7,995	5,861	1,043
New Visitors	4,152 (+3%)	4,017	2,363	831
Stormdrain Protector Program (Unique)	380 (+1,420%)	25*	n/a	n/a
*Note: Stormdrain protector program sign-ups prior to 2020 occurred via in-person, door-to-door canvassing that was not implemented during the COVID-19 pandemic				



Earth Week Display Ads: Google Display ads were run to replace our Earth Week in-person events and promote our pledge and stormdrain protector program. The Earth Week campaign generated 32,944 impressions across the RRSg area and resulted in 180 visits to the PWW website to learn about our pledge/stormdrain protector program. The display ads increased awareness about the pledge/stormdrain protector program during the statewide stay-at-home order in Wisconsin. Unfortunately, conversion to completed pledges/stormdrain protectors was low during this campaign and we shifted to using other methods that resulted in better conversion on the website.

Earth Week 2020 Display Ads					
	Clicks	Impressions	CTR		
TOTALS	180	32,944	0.55%		

Waterway Protector Spotlight: We continued this monthly recognition program that originated in 2019. In 2020, we encouraged municipalities and others to nominate general community members for recognition. Individuals from the RRSg municipalities were chosen or nominated by those in their community because they portrayed exceptional dedication to working towards keeping water resources clean. We interview the individuals via email and ask them questions about what they do in their day-to-day lives to help Protect Wisconsin Waterways. They also give advice as to how others can help in the effort to protect our waterways. This series has had great traction among the community members and municipalities social media pages. Below are two examples of community members highlighted by this monthly spotlight.





Protect Wisconsin Waterways Pledge: The pledge page on the PWW website was updated to explain what the pledge is and encourage more people to fill it out digitally. In the past, the main source of pledge sign ups was in-person events. Although we used various digital media to promote the pledge, digital engagement with the sign-up form generated less than ten new sign-ups in 2020 as we tried to focus more on the stormdrain protector program.

A screenshot of the "TAKE THE PLEDGE" webpage. At the top is the "PROTECT WISCONSIN WATERWAYS" logo and a navigation menu with links: ABOUT, GET INVOLVED, EVENTS, FIND YOUR BASIN, and REPORT A VIOLATION. Below the navigation is a large image of a river with the text "TAKE THE PLEDGE" overlaid. Under the image is a paragraph explaining the pledge: "Become a Waterway Protector today by taking the pledge below! A Waterway Protector does their best to keep our waterways clean by preventing pollutants from entering our waterways. By pledging to do simple activities, like using less salt during the winter and keeping leaves and grass clippings out of the storm drain, you can make a difference." Below this is the heading "Take the Pledge to Become a Waterway Protector" and a note "Fields marked with an * are required". The form includes input fields for "First Name *", "Last Name", "Email", and "Zip".

Social Media & Outreach: In 2020, the main goal of Protect Wisconsin Waterways social media was to engage as many users as possible to continue outreach efforts while we were unable to reach people in-person. While we continued using Facebook, Twitter, and Instagram, our focus was on Facebook because the platform is where we get the most engagement. Of note, all social media platforms became more cluttered with political messaging and pandemic related messaging in 2020. However, we were able to gain a more expansive market through different campaigns we ran on Facebook such as contests and drawings that got a larger audience to engage with our content. During 2020, we also started using more boosted posts on Facebook (although Facebook restricted our access during the final months as we are viewed as a “politically-related” organization). We utilized these tools throughout 2020 to push content that would appeal to larger audiences. This content included information on our social media contests, photographs from past events, featured waterway photography, video content, GIFs, and more. Examples can be seen below along with total reach and engagement statistics for Facebook, Twitter, and Instagram.



Social Media Metrics 2020

Facebook Page Statistics				
2020: 802 Page Likes & 143 Posts			2019: 561 Page Likes & 144 Posts	
	2020	2019	2018	Definitions
Engaged Page Users	3,749 (+26%)	2,969 (+98%)	1,501	<i>The number of people who engaged with your Page. Engagement includes any click or story created. (Unique Users)</i>
Total Reach	74,708 (+299%)	18,719 (+20%)	15,541	<i>The number of people who have seen any content associated with your Page. (Unique Users)</i>
Organic Reach	47,799 (+61%)	29,638 (+93%)	15,379	<i>The number of people who visited your Page, or saw your Page or one of its posts in news feed or ticker. These can be people who have liked your Page and people who haven't. (Unique Users)</i>
Viral Reach	36,531 (+115%)	17,008 (+175%)	6,187	<i>The number of people who saw your Page or one of its posts from a story shared by a friend. These stories include liking your Page, posting to your Page's timeline, liking, commenting on or sharing one of your Page posts, answering a question you posted, responding to one of your events, mentioning your Page, tagging your Page in a photo or checking in at your location. (Unique Users)</i>
Total Impressions	99,352 (+115%)	46,125 (+57%)	29,470	<i>The number of impressions seen of any content associated with your Page. (Total Count)</i>

Twitter Statistics

2020: 257 Followers & 97 Tweets

2019: 230 Followers & 121 Tweets

	2020	2019	2018	Definitions
Impressions	48,124 (-35%)	74,127	19,715	<i>Number of times users see the tweet on Twitter</i>
Engagements	1,206 (-53%)	2,586	917	<i>Total number of interactions with a tweet. This includes all clicks, retweets, replies, follows, and likes</i>
Average Engagement Rate	2.5% (+0.1%)	2.4%	4.7%	<i>The number of engagements divided by impressions</i>

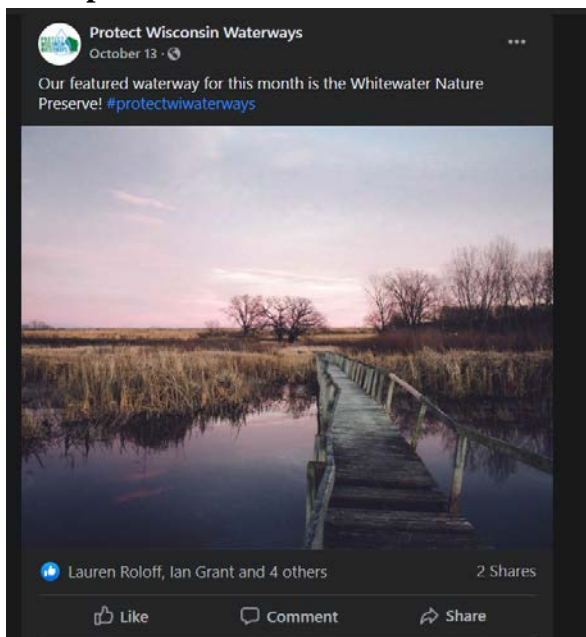
Instagram Statistics


2020: 901 Followers & 82 Posts

2019: 438 Followers & 113 Posts

	2020	2019	2018	Definitions
Total Impressions	28,387 (-13%)	32,769 (+24.2%)	26,386	<i>Number of times users saw the post on Instagram.</i>
Total Likes	2,382 (-51%)	4,891 (-13%)	5,621	<i>Total number of likes on each post.</i>
Average Engagement Rate	8.39% (-4.07%)	12.46% (-8.84%)	21.3%	<i>The number of like divided by impressions</i>

Example Content





Protect Wisconsin Waterways
Published by Ian Grant · November 13, 2020 ·

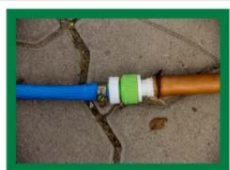

Fun Fact Friday! #protectwiwaterways

Residential Infiltration


Definition:
Process by which water on the ground surface enters the soil.

How to Help:

- Replacing manhole covers
- Sealing leaky joints
- Lining manholes

Regular flow monitoring will show the normal fluctuations in your system and allow you to quickly spot issues before they get out of hand.





Social Media Contests: We focused on three different social media contests to increase user-generated content and engagement with our educational initiatives. Importantly, this not only expanded our reach but also engaged partner organizations and their members/followers and other social contacts.

Pet Photo Contest: The Pet Photo Contest was the first contest in 2020, which we tied into our monthly theme of pet waste. Our initial goal was to reach as many pet owners as possible by partnering with community groups that are related to pets. We focused on reaching out to shelters and adoption centers because they typically have a significant following on Facebook that matches the target audience we wanted to reach with our monthly theme. The contest included multiple humane societies that were competing to win money for their organizations while trying to get their followers to enter the competition the more of their followers that entered and tagged them in the post. The individuals were competing on number of likes per post and the winner of the individual part received a \$50 gift card to a pet shop of their choice. The groups had some requirements that had to be met to receive monetary donations towards their humane society.

Overall the contest was a good start to our new approach to reaching new, larger audiences. We had a significant reach and saw a lot of interaction with the different communities of humane societies across the area. By far, our largest audience came from Paddy's Paws which accounted for most of the entries we received.

Pet Photo Contest

User-Generated Results	Posts	Likes
User Submissions	101	4971

Pet Photo Contest

Analytics from Contest Announcement Posts	Posts	Likes	Comments	Shares	Engagements	Reach/Impressions
Total PWW Analytics from Announcement Posts:	2	34	12	34	282	13,292
Total Analytics from Paddy's Paws Facebook Posts:	5	515	60	74	2047	33,761



Protect Wisconsin Waterways

Posted by Ian Grant

Jun 15, 2020 · 🌐

Hey everyone we are launching a Pet Photo Contest that gives you the opportunity to win a \$50 gift card as well as help out your local humane societies. Humane Society of Jefferson County (WI) Humane Society of Southern Wisconsin Paddy's Paws Dodge County Humane Society Friends of Noah, Wisconsin Watertown Humane Society #protectwiwaterways

PROTECT  WATERWAYS Pet Photo Contest

Help your local humane society win \$500 to support animals!

1. Take a picture of your pet outside.
2. Post it on Facebook with your pet's name.
3. Tag your favorite humane society and Protect Wisconsin Waterways.
4. Use one of the hashtags of your local humane society: #FriendsOfNoah, #DodgeCoHumane, #HumaneSouthernWI, #JeffersonCoHumane, #PaddysPaws, #WatertownHumane and #protectwiwaterways.
5. Submit by July 1st.

Most liked picture will receive a \$50 gift card to your local pet shop courtesy of Protect WI Waterways!

Whatever group gets the most photo entries will receive a \$500 donation from Protect Wisconsin Waterways and is guaranteed at least \$100 if they get at least 50 photos. Please help us and the animals out!







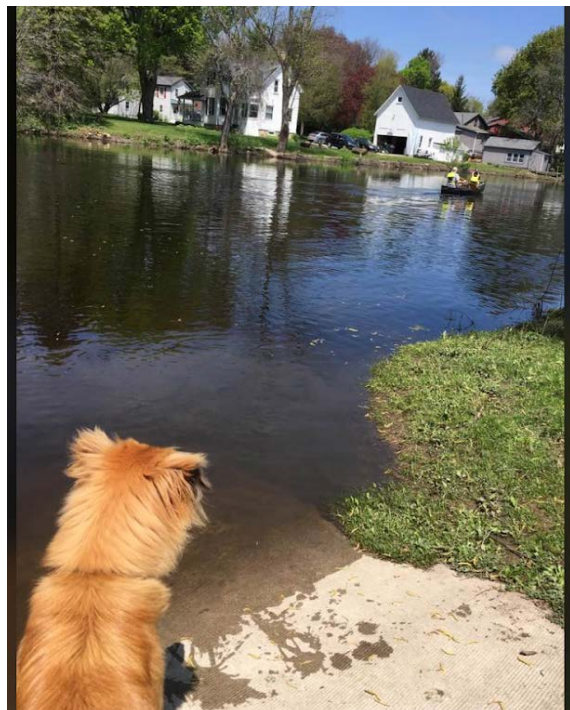


PET PHOTO CONTEST WINNER!



172 Likes via JoLynn Nelson Burden

Kip and Kobe



Fishing Photo Contest: Seeing another opportunity to connect with a different section of our Facebook audience through social media, we created a fishing photo contest. We connected with two small businesses to fund the grand prizes which were the Rock River Bait Box, located in Fort Atkinson, and Pike Pole Fishing Guide Service, located in Edgerton. There were two categories in this contest, one for adults and one for kids. The fish had to have been caught in the Rock River area, and we had a multistep process for tagging us and one of the sponsors and use the #pwwfishingadult or #pwwfishingyouth. This contest received a total of 26 submissions during the month that it was running. Speaking with the sponsors of the contest gave us a few ideas as to how we could make the contest easier to enter. Also, finding a way to more accurately track people's engagement was something we had to reassess due to Facebook's privacy settings making some posts invisible to the Protect Wisconsin Waterways page. We made an announcement post and allowed users to submit their photo by commenting on the post with their photo. This method helped to attain more submissions in the last week of the competition. We took away that we needed to simplify our rules to make the contests easier for a lot of people to submit.



User Submission
Brittany Walling



Announcement Post



User Submission from
from Kelly Raymond

Fishing Photo Contest (August 2020)

User-Generated Results	Posts	Likes	Comments	Shares
Adult Category	19	841	115	15
Youth Category	7	289	20	6
Total User Generated Posts	26	1130	135	21

Fishing Photo Contest (August 2020)

Analytics from Contest Announcement Posts	Posts	Likes	Comments	Shares	Engagements	Reach/Impressions
Total PWW Analytics from Announcement Posts	5	41	43	6	438	7,133
Total Analytics from Pike Pole Facebook Posts	2	60	3	12	284	5,000

Car Wash Drawing: For the Car Wash Drawing, we wanted to make a very simple contest on Facebook where people were entered to win gift cards to car washes by commenting on our post and tagging their friends who needed their car washed. We believed that this was going to create a kind of snowball effect where one individual tags another, then that person tags another, and so on. These names would be assigned a number and put through a random number generator to select winners of a gift card to local car washes in the area. The team created a video that would be the hub for these comments, and educated users on proper car washing techniques to reduce stormwater pollution. This contest ran for two weeks and reached nearly 3,000 people within the first few days. After being boosted a second time there was an extra push in numbers giving the post a reach of another 1,000 people and 138 total comments. People also enjoyed the educational and promotional video that we made and it received roughly 2,400 views on Facebook.

Car Wash Gift Card Drawing Statistics


Analytics from Boosted Posts	First Boosted Post	Second Boosted Post	Total
Post Reach	2,908	996	3904
Post Engagements	335	169	504
Number of Comments	34	104	138
Total Likes	25	15	40
Average Engagement Rate	11.52%	16.97%	12.91%

Facebook Content:

Protect Wisconsin Waterways
September 22 · 🌐

Do you know someone who needs a carwash? Want to help us prevent stormwater pollution?

GIVEAWAY BELOW:
We are randomly giving away TEN \$20 gift cards to local car washes because they properly dispose of the polluted water and cleaning chemicals.... [See More](#)




25 34 Comments 11 Shares

Like Comment Share

Protect Wisconsin Waterways
September 28 · 🌐


Comment below to enter! [#protectwiwaterways](#)

Car Wash Drawing



Enter in the comments below by just tagging anyone!

Prizes include a random drawing for 10 \$20 gift cards!

PROTECT  WATERWAYS

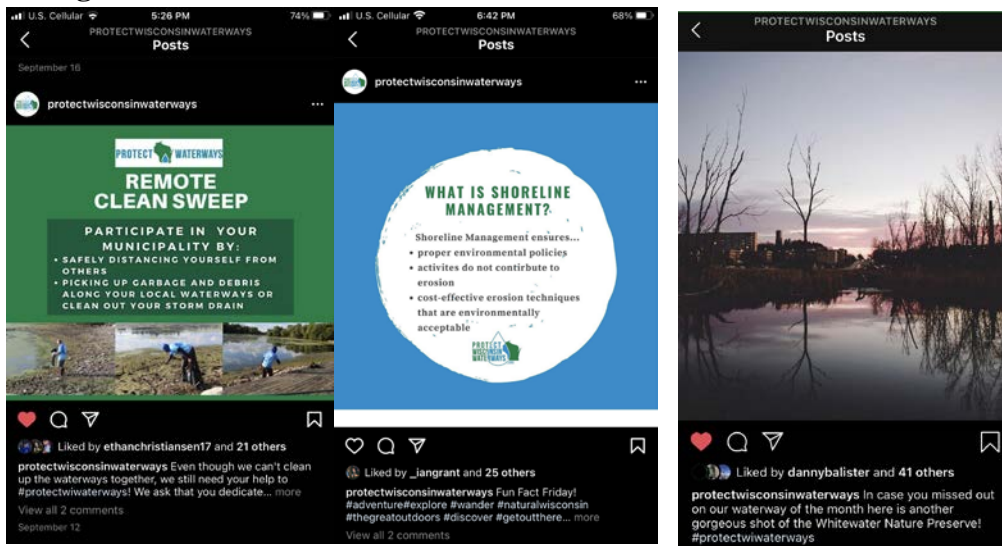
15 104 Comments 3 Shares

Like Comment Share

Twitter Content:



Instagram Content:



Initiative #4: Outreach & Engagement via Community Events *SUSPENDED IN 2020*

Protect Wisconsin Waterways (PWW) experienced initial postponements and later cancellations of a variety of in-person events where we typically drive engagement and education efforts across RRSg member communities due to the COVID-19 pandemic and statewide stay-at-home order. In-person outreach has been a major aspect of our work throughout the years; however, we needed to adapt to engage our audience without being able to knock on doors, give demonstrations in schools, and bring our message to many other different venues. With the safety of our members and the safety of the community in mind, we had to pursue engagement through social media throughout the year. This included attendance at community farmer's markets, K-12 school visits, and other community events. A sampling of key events (but not exhaustive list) that contributed to past engagement we had confirmed attendance and dates before the pandemic/state stay-at-home orders in spring 2020 included:

- McNeel Intermediate After School Event - Monday March 2nd, 2020
- Janesville Sustainable Living Fair - Saturday March 28th, 2020
- Whitewater Rotary Presentation - Tuesday April 7th, 2020
- Beloit Easter Eggstravagaza - Saturday April 11th, 2020
- Rotary Botanical Gardens Earth Day Event - Saturday April 18th, 2020
- Waupun SAGES Earth Day Event - Wednesday April 22nd, 2020
- Whitewater Earth Day Event - Friday, April 24th, 2020
- 2020 Protect Wisconsin Waterways Clean-Up- Saturday, September 12th, 2020
- All summer farmer's markets and other events typically attended
- All K-12 school visits for 2020

All the above events were cancelled in 2020 along with others planned for the summer and fall 2020 months. Instead, we reverted to digital media to encourage remote engagement. We are hopeful that



moving further into 2021 we will be able to safely return to in-person events while continuing to use what we learned during a year of mostly digital engagement and education efforts.

Initiative #5: Outreach & Engagement via K-12 Events *SUSPENDED IN 2020*

Like other in-person events, Wisconsin school districts shifted to virtual learning to end the spring 2020 academic calendar. Many area districts also started with virtual or hybrid learning models in fall 2020. Due to COVID-19 restrictions, the team was unable to be in schools for K-12 events or go to community events. We pivoted by creating digital lesson plans and other materials for K-8 educators to implement in their digital learning environments. However, we hope to restart in-person demonstrations and presentations in fall 2021.



2020 Activities & RRSg's Public Education & Outreach Goals

The following section outlines the relationship of RRSg's specific activities and accomplishments to the group's public education and outreach goals.

Goal 1 - Illicit Discharge Detection and Elimination: Promote detection and elimination of illicit discharges and water quality impacts associated with such discharges from municipal separate storm sewer systems.

1. Illicit Discharge was the August monthly theme for social media and the e-newsletter, the Runoff Rundown. Posts were made of how to identify illicit discharge and what to do if they see it happening.
2. A "Report a Violations" tab was added to the website that allows website users to report illicit discharge violations in 2017. One violation was reported via the website in 2020. Which was a report by a resident of Watertown.
 - a. Which states "I am an avid nature lover and clean up litter along the Rock River in Watertown...the lower dam area along South Water Street...as I was picking up litter yesterday, I came across a very large pile of burnt debris ...beer bottles,rusty/burnt cans and ashes. This pile of debris is along the Rock River near the lot of a business on South Water Street...West side of the river. I have photos if you need these. Also carp are being killed by bow fisherman and being left along the River and thrown in a parking lot near the river South of the lower dam."

Goal 2 - Household Hazardous Waste Disposal/Pet Waste/Management/Vehicle Washing: Inform and educate the public about the proper management of materials that may cause storm water pollution from sources including automobiles, pet waste, household hazardous waste and household practices.

1. The social media and e-newsletter monthly themes in May, June and September align with the discussion of proper management for automobiles, pet waste, and household practices. Most other monthly themes also included information on how community members could improve their household practices.
2. Our informational brochures for the Storm Drain Protector Program included information on how to best protect the waterways from one's home.
3. Informational pages on the PWW website were updated to include more tips and tricks for community members to follow.
4. RRSg had an increased digital outreach presence in Facebook events across the area in 2020. Pet Waste and Vehicle Washing each had their own virtual contest on the Facebook platform which was advertised via Facebook Ads.
5. Clean up events were encouraged while following the social distancing guidelines and if they were comfortable in doing so.



Goal 3 - Yard Waste Management/Pesticide and Fertilizer Application: Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides.

1. Our monthly themes in April and June were fertilizer/pesticide application and pet/yard waste such as: lawn clippings, waste disposal, and leaves, respectively.

Goal 4 - Stream and Shoreline Management: Promote the management of streambanks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways.

1. Our monthly theme in July was stream and shoreline management where we discussed the best practices to benefit and help stream and shorelines.
2. New partnerships with RLIA and the Dodge County Alliance for Healthy Soil Healthy Water were established and will allow for on-going education efforts to lakefront property owners.

Goal 5 - Residential Infiltration: Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks.

1. The monthly theme in November promoted better systems to allow more infiltration of residential storm water.

Goal 6 - Construction Sites and Post-Construction Storm Water Management: Inform and educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices.

1. By working with municipal representatives, we were able to gather information about different erosion control practices. A representative from Rock County provided insights on demonstration sites across Rock County that were built into educational video content.
2. Our monthly theme for February was Construction Sites and Post Construction Storm Water Management.

Goal 7 - Pollution Prevention: Identify businesses and activities that may pose a storm water contamination concern, and educate those specific audiences on methods of stormwater pollution prevention.

1. Pollution Prevention was our theme for January.
2. Educational efforts focused on community members and homeowners discussed various possible pollutants that they can help prevent from entering the waterways.

Goal 8 - Green Infrastructure/Low Impact Development: Promote environmentally sensitive land development designs by developers and designers, including green infrastructure and low impact development.

1. Green Infrastructure/Low Impact Development was October's monthly theme.
2. By promoting things like rain gardens and educating people on erosion control, we promoted environmentally sensitive land development.



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: March 12, 2021

TO: City Council
FROM: Paul Christensen, Wastewater Supervisor
SUBJECT: Phase II Construction Bid Award

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

Design of the second phase of construction was started in February 2020, and completed by Donohue & Associates and submitted to the WDNR in September 2020. The design was approved by WDNR on January 28, 2021.

Discussion: The project was advertised for bids in the Daily Jefferson County Union and online on Quest CDN. A mandatory pre-bid conference for interested bidders was held via Zoom on February 3, 2021. Bids were due by March 4, 2021 @ 2:00 p.m.

The bid opening was conducted virtually via Zoom. Three base bid proposals were received as follows:

Staab Construction Corporation, Marshfield, WI	\$13,343,000.00
C.D. Smith Construction, Fond du Lac, WI	\$13,637,990.52
Miron Construction Corporation, Neenah, WI	\$13,743,516.52

The engineers estimate of probable cost was \$15,629,897.50. The low bid amount was approximately \$2,287,000 (14.6%) less than the estimate of probable construction cost.

Financial Analysis: The costs associated with the construction of Phase II will be financed through a Clean Water Fund (CWF) loan through the State of Wisconsin Revolving Loan Program. Loans through this program are subsidized at 55% of the market rate. The City received notice of the initial loan approval in November for up to \$16M, including \$1.75M in loan forgiveness. Loan forgiveness is a portion of the loan that will not need to be repaid.

The City also has the option of using cash-on-hand in the Utility’s reserve and equipment replacement accounts to pay for a portion of the construction and engineering costs.

Three alternate items were included in the bidding documents to be added to, or deducted from, the base bid. They are:

Alternate #1 - Odorous Air Unit for the influent wet well and screening room. + \$217,000

Alternate #2 – Primary clarifier floor repair/re-grouting. + \$42,000

Alternate #3 – Provide 304L stainless steel in lieu of 316L for screening equipment. - \$60,000

A more detailed explanation of the alternates including the Engineer's recommendations is included in Donohue & Associates letter of recommendation included with this memo.

Staff Recommendation: Utility staff reviewed the alternates extensively and concluded that Alternate #2 should be accepted for the added cost of \$42,000. Alternates #1 and #3 should be rejected.

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

Mr. Cassity found the low bidder, Staab Construction Corporation submitted a responsive bid and is a responsible bidder.

Staff concurs and recommends the bid be awarded to Staab Construction Corporation of Marshfield WI, including Alternate #2, for the cost of \$13,385,000.



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

March 8, 2021

Mr. Paul Christensen
Wastewater Supervisor
City of Fort Atkinson
1600 Farmco Lane
Fort Atkinson, WI 53538

Re: Letter of Recommendation and Contract Award
City of Fort Atkinson WWTP Improvements Phase II
Donohue Project No. 13699

Dear Mr. Christensen

According to the Official Notice to Bidders, sealed bids for the above-referenced project were received virtually on Thursday, March 4th, 2021, at 2:00 p.m, Central Daylight Standard Time, and then opened and read aloud. Three bids were received. The Bid Tabulation is provided in the table below. Donohue reviewed the bids and has found no errors in the way they were filled out and completed.

Bid Tabulation			
Bid Opening	1	2	3
Company Name	Staab Construction Corporation	C.D. Smith Construction, Inc.	Miron Construction Co. Inc
Lump-Sum Base Bid Price (\$)	\$13,343,000.00	\$13,637,990.52	\$13,743,516.52
Alternative 1 Price (\$)	\$217,000.00	\$187,700.00	\$190,660.00
Alternative 2 Price (\$)	\$42,000.00	\$63,500.00	\$31,086.00
Alternative 3 Price (\$)	-\$60,000.00	-\$35,000.00	-\$36,342.00
Acknowledge Receipt of Addenda (4 issued)	Yes	Yes	Yes
Bid Security	Yes	Yes	Yes
Subcontractor Listing Provided	Yes	Yes	Yes
Base Bid Material and Equipment Schedule Completed	Yes	Yes	Yes
Bid Executed	Yes	Yes	Yes

The low bid was submitted by Staab Construction Corporation of Marshfield, WI, in the amount of \$13,343,000.00. The second low bid was submitted by C.D. Smith Construction, Inc. of Fond du Lac, WI in the amount of \$13,637,990.52. The third low bid was submitted by Miron Construction Co. Inc. of Neenah, WI in the amount of \$13,743,516.52. Donohue's opinion of the probable construction cost for the project was \$15,629,897.50. The low bid amount was approximately \$2,287,000 (14.6%) less than our estimate of probable construction cost.

It is our opinion that the low bidder, Staab Construction Corporation, submitted a responsive bid and is also qualified and capable of performing the work as specified.

It is therefore Donohue's recommendation to award the project to Staab Construction Corporation. The discussion that follows relates to the consideration of alternate bid items and the recommended contract award amount.

Three alternates were included in the bidding documents to be added or deducted to the base bid. Donohue reviewed the alternates and offers the following consideration of awarding the full project:

Alternate 1 – Odorous Air Unit, Foundation, and Screening Fence

This alternate provides an activated carbon odor control unit, additional FRP ductwork, concrete equipment pad, and screening fence for the unit. This odor control unit would sit outside of the new screening building addition around the existing wetwell at Structure 10. Staab Construction offered a \$217,000 adder for including this alternate. The benefit of this odor control unit is currently unknown. The new screening structure will have a significant ventilation rate that will dilute and exhaust the air up above the building roof. This ventilation system may be enough to minimize odors in the vicinity of the bike path. Also, Donohue was anticipating this alternate to be closer to \$100,000. With the high cost of this alternate and unknown benefit it will provide, Donohue recommends the City reject this alternate. The facility is compatible with adding this odor control unit at a later date after the new screen facility is in operation if it is determined to provide a benefit.

Alternate 2 – Concrete Topping Removal and Replacement for Structure 30-Primary Clarifiers

This alternate provides removal and replacement for existing concrete topping on the floor slab of both existing Primary Clarifiers. During design, one of the Primary Clarifiers was emptied for inspection of the mechanism and the tank. It was noted that the concrete topping on the base slab was cracked and in need of replacement. Staab Construction offered a \$42,000 adder for including this alternate. Donohue believes this to be a fair price and recommends the City accept this alternate.

Alternate 3 – Provide 304L in lieu of 316L stainless steel components for equipment specified in Sections 46 21 71 and 46 21 73.

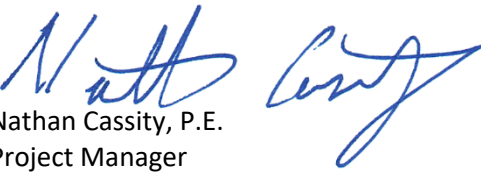
This alternate provides 304L stainless steel in lieu of 316L stainless steel for components in Section 46 21 72-Perforated Plate Screening Equipment and Section 46 21 73-Screenings Washing and Compacting Equipment. The alternate was included in the bidding documents to provide a potential lower-cost alternative to this equipment. Staab Construction offered a \$60,000 deduct for this alternative. It is Donohue's opinion that the 316L stainless steel components offer a higher degree of protection for this critical equipment resulting in an extended life. Donohue recommends the City reject this alternate.

Based on Donohue's recommendation of accepting bid alternate 2 and rejecting bid alternates 1 and 3, the recommended contract award amount is \$13,385,000.00.

The Bid Form also included a Base Bid Material and Equipment Schedule where the bidders filled in equipment pricing for 2 to 4 alternate vendors of the major equipment on the project. Please note that after the construction contracts are executed, the City will have 30 days to determine if they wish to select any other equipment vendors that are included on the Base Bid Material and Equipment Schedule in place of the "A" named vendor that is already included in the contract base bid amount. If other equipment or material suppliers are selected, a change order will then be written to incorporate the installed cost differential between the "A" named vendor and the alternate vendor selected, based on the costs provided in the Schedule.

We are presenting this evaluation and recommendation for your review and consideration and will be pleased to answer any questions you have concerning the information provided herein. If all is acceptable to you, and after a contract award is made, please sign and date the attached Notice of Award and scan and email it back to me.

Sincerely,



Nathan Cassity, P.E.
Project Manager

Enclosures: Notice of Award

Copy: Andy Selle, Fort Atkinson
Kevin Berg, Donohue
Kim Gahagan, Donohue

NOTICE OF AWARD

DATED: March 17, 2021

TO: Staab Construction Corporation
1800 Laemle Avenue
Marshfield, WI 54449

CONTRACT:

CITY OF FORT ATKINSON

**WASTEWATER TREATMENT PLANT IMPROVEMENTS
PHASE II**

FORT ATKINSON, WI

You are notified that Owner has accepted your Bid dated March 4th, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the total Work of the Contract.

The Contract Price is Thirteen Million, Three Hundred Eighty Five Thousand Dollars (\$13,385,000). This Contract Price includes acceptance of Alternate 2, Concrete Topping Removal and Replacement for Structure 30-Primary Clarifiers. Alternate 1 and Alternate 3 are rejected.

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

You must comply with the following conditions within 15 days of the date of this Notice of Award, that is by April 1, 2021.

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

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

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

City of Fort Atkinson, Wisconsin
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

Copy: Engineer



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: March 12, 2021

TO: City Council

FROM: Paul Christensen, Wastewater Supervisor

SUBJECT: Phase II Construction Related Services Agreement (CRS)

Background: The award for the construction of the Phase II improvements for the plant update project will have been awarded prior to this agenda item. Donohue & Associates was retained to complete the Utility Facility Plan, the Phase I improvements design and CRS, and the Phase II design. This contract agreement is for construction related services required for the Phase II project.

Discussion: At the request of the Utility, Donohue & Associates has provided a proposal for the engineering services required to complete the construction phase of the project.

The project includes the following improvements which will be completed over the 27 month construction period.

- ☐ Replace existing raw wastewater grinders with new influent fine screens and wash presses
- ☐ Rehabilitate the influent wet well
- ☐ Construct a headworks area building over the existing wet well
- ☐ Replace two existing influent pumps and add a new fourth pump
- ☐ Rehabilitate the two primary clarifiers
- ☐ Modifications to the aeration tanks
- ☐ Replace two of the aeration blowers
- ☐ Rehabilitate the two final clarifiers
- ☐ Construct a new tertiary filtration facility with chemical conditioning (rapid mix, coagulation, and flocculation) followed by disc filters
- ☐ Improvements to the aerobic digesters
- ☐ Improvements to portions of the HVAC ventilation systems in Building 10.

The detailed scope of services is attached, and includes: Conformed documents for construction; construction contract document execution; pre-construction conference; monthly construction progress meetings; construction contract administration; visits to site and observation of construction (up to 324 visits over 27 months); clarifications and interpretations of construction documents; change orders, work change directives, and cost proposal requests; shop drawing reviews; evaluate substitutes and “or equal” materials and equipment; process applications for payment; punch list preparation, review, and documentation; start-up services including vendor provided training and O&M review; record documents and drawings.

Also included is training and complete O&M manuals for the following unit processes:

- ☐ Screening and Compacting System
- ☐ Influent Pumping System
- ☐ Secondary Treatment (EBPR) System
- ☐ Tertiary Filtration System
- ☐ Aerobic Digestion System

Financial Analysis: City and Utility staff has negotiated a CRS agreement contract at a cost not to exceed of \$1,105,515. A detailed description of anticipated hours to complete these services is attached.

Staff analyzed the cost of the contract several ways including comparing past projects that have been completed at the Utility. Project complexity has a large impact on not only construction cost, but CRS costs as well. A few of these comparisons are noted below, with varying degrees of applicability.

The Phase I project, nearing completion, was just over \$1M, CRS not to exceed was 6% on this much simpler project. This project was short, and much less complicated than Phase II.

The 2018 Rockwell Avenue project was a \$4M project. CRS were 6.5% of that contract, but included a full time intern provided and paid by the City to aid in field oversight. A less complicated project, this is not a direct comparison, but a data point nonetheless.

The 1991-93 project was similar in size and complexity. Construction cost was \$11.2M and was completed in 730 days. The CRS agreement contract cost was \$1.2M. The CRS cost as a percentage of total project cost was 11.0% or \$1,694/contract day. This project is most closely related to Phase II.

The Phase II construction project cost is \$13,385,000 and is to be completed in 810 days. The CRS agreement contract cost is proposed at \$1,105,515. This cost as a percentage of total project cost is 8.3% or \$1,365/contract day.

Utility personnel will assist Donohue & Associates as necessary to control costs. It is not uncommon on a well-run project for CRS costs to be below the “not to exceed” cost.

Staff Recommendation: Staff has reviewed the CRS agreement comprehensively and recommends the approval of the Construction Related Services Agreement with Donohue & Associates for the cost not to exceed of \$1,105,515.



ENGINEERING SERVICES AGREEMENT

WWTP Improvements – Phase II (Project)

Construction Related Services

This Agreement is by and between:

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

and

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

Who agree as follows:

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

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

Printed Name: Mike Gerbitz, PE

Title: Senior Vice President

Date: Feb 4, 2021

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The Owner is retaining Donohue for construction related engineering services during the construction of the Phase 2 WWTP Improvements Project. Generally the project includes the following improvements to the wastewater treatment plant (WWTP):

- Replace existing raw wastewater grinders with new influent fine screens and wash presses
- Rehabilitate the influent wet well
- Construct a headworks area building over the existing wet well
- Replace two existing influent pumps and add a new fourth pump
- Rehabilitate the two primary clarifiers
- Modifications to the aeration tanks
- Replace two of the aeration blowers
- Rehabilitate the two final clarifiers
- Construct a new tertiary filtration facility with chemical conditioning (rapid mix, coagulation, and flocculation) followed by disc filters
- Improvements to the aerobic digesters
- Improvements to portions of the HVAC ventilation systems in Building 10.

Donohue produced the Bidding and Construction Documents for this Project. The Standard General Conditions in the Construction Documents were prepared by the Engineers Joint Contract Document Committee (EJCDC 2018). Donohue will serve as the Engineer as defined in the EJCDC Standard General Conditions and amended by the Supplementary Conditions.

The Construction Contract requires the Work performed by the Contractor to be completed and ready for final payment no later than July 28, 2023.

B. SCOPE OF SERVICES

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

1.0 Construction Phase Engineering Services.

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

- 1.1 *Conformed Documents for Construction.* Incorporate addenda items from the bidding phase into a conformed set of drawings and specifications for use during Construction. This set will become the Conformed to Contract Documents.

- 1.2 *Construction Contract Document Execution.* Assist the Owner in issuing the Notice to Proceed with Construction upon satisfactory execution of the agreement and submission of bonds and insurance by the Contractor.
- 1.3 *Pre-Construction Conference.* Attend and conduct a Pre-Construction Conference for the project prior to commencement of Work at the project site. Engineer to prepare and distribute minutes for Pre-Construction Conference.
- 1.4 *Construction Progress Meetings.* Attend up to 27 monthly construction progress meetings, as appropriate, during construction. The progress meetings shall be conducted by the Contractor. Contractor shall prepare and distribute all monthly progress meeting minutes.
- 1.5 *Construction Contract Administration.* Consult with Owner and correspond with the contractor throughout the construction period including coordination with Contractor and Owner, periodic observation of the Work, project management and monthly project status reporting, project coordination including review and routing of construction related documents, schedule review, and general assistance to Owner throughout the construction period.
- 1.6 *Visits to Site and Observation of Construction.* The Engineer will provide up to 324 site visits during the 27 month construction period to observe as an experienced and qualified design professional the progress and quality of the Work. Visits will be timed to coincide with the work and frequency may vary throughout the project. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of a Contractor's Work in progress or to involve detailed inspections of a Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking and general observation of the Work based on Engineer's exercise of professional judgment. The structural, process, electrical, civil, and controls engineers will conduct up to 16 total supplemental visits.
 - 1.6.1 The purpose of Engineer's visits to, and representation by the Resident Project Representative at the project site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase. Engineer shall not, during such visits or as a result of such observations of a Contractor's work in progress, supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work, or for any failure of a Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 1.7 *Clarifications and Interpretations.* Provide input to Owner on necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Donohue assumed 75 requests for information in order to estimate effort.
- 1.8 *Change Orders, Work Change Directives, and Cost Proposal Requests.* Provide input to Owner on Change Orders and Work Change Directives. Prepare Cost Proposal Requests, Change Orders, and Work Change Directives as required for Owner review and approval. Donohue assumed preparation of 24 separate items for this work.
- 1.9 *Shop Drawings and Samples.* Provide a technical review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of Construction or to safety precautions and programs incident thereto. Donohue estimated 350 submittals based on the specification requirements in order to estimate effort.
- 1.10 *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by a Contractor.
- 1.11 *Applications for Payment.* Review and provide input to Owner on monthly applications for payment and accompanying supporting documentation from the Contractor.
- 1.12 *Punchlist Preparation, Review, and Documentation.* Review the Work of the Contractor to produce a punchlist following the Contractor's request for Substantial Completion or Partial Utilization of portions of the work. Donohue's review will evaluate the installed condition for conformance with Contract Documents. Donohue will again review the Work to confirm the Contractor has completed the punch list items. Donohue assumed up to 8 trips to site may be required to complete the punch lists.
- 1.13 *Start-up Services.* Engineer will prepare a Contractor Startup Checklist to aid the Contractor in preparing for and conducting the required equipment check-out and start-up. Engineer will review the Contractor Startup Checklist with the Contractor and Owner to receive their input, and will then revise the checklist accordingly. Engineer will participate in the Contractor/Vendor check-out and start-up of the appropriate unit process systems. Engineer will provide specific on-site start-up assistance for the Activated Sludge Process. Engineer will also develop a template to record lab bench data. Donohue assumed up to 200 hours of effort to support new equipment and system startup.

Vendor Provided Training and Operation and Maintenance Materials. Engineer shall review vendor provided training and operation and maintenance materials to confirm compliance with the contract documents. Donohue assumed up to 80 hours of effort to review and process these documents.

- 1.14 *Post Start-up Services.* Engineer will conduct eight on-site visits to provide assistance and additional training after the various unit process systems have been in operation. Additionally, teleconferencing and email will be used for further communications.
- 1.15 *Record Documents.* Receive annotated record documents from the Contractor, which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment. Prepare Record Drawings showing appropriate record information based on the project annotated record documents received from the Contractor. The completed Record Drawing deliverables for the project shall consist of one full size and one half size printed-paper sets and an electronic set in PDF and AutoCAD format.
- 1.16 *Unit Process System Operation and Maintenance Documents.* Engineer will prepare five individual Operation and Maintenance Documents, one each for the following unit process systems:

- Screening and Compacting System
- Influent Pumping System
- Secondary Treatment (EBPR) System
- Tertiary Filtration System
- Aerobic Digestion System

Each document will consist of a narrative text, illustrative figures and annotated photographs to demonstrate each system's operability. Each document will address automatic, remote manual, and local modes of system operation; flow paths; flow by-passing; and the startup and shutdown procedures. Each document will be updated to reflect additional information obtained after system has been in operation. Each document will be provided as electronic (PDF) format and hard copy. Two hard copies of each manual will be provided in 8.5x11 format in three-ring binders.

- 1.17 *Training.* Individual overview training modules will be prepared. Engineer will provide on-site training of this information, up to 5 separate occasions. Individual training modules will be prepared for the following systems:
- Screening/Compacting
 - Influent Pumping
 - Secondary Treatment (EBPR)
 - Tertiary Filtration
 - Aerobic Digestion
- 1.18 *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of the Contractor, or of any of its subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of the Contractor to perform or furnish the Work in accordance with the Contract Documents.

C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. Engineering Services will follow the schedule established by Contractor with project completion to occur on or before July 28, 2023.

PART II OWNER RESPONSIBILITIES

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

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

PART III COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these Services and expenses will not exceed \$1,105,515 (see attached Fee Estimate Summary).
- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Donohue shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency or fiduciary relationship.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Fort Atkinson
Wastewater Treatment Plant Phase 2 Improvements Project
Construction Phase Services Fee Estimate Summary
Donohue & Associates, Inc.

Task	CCA QC \$ 235	CCA \$ 165	RE \$ 145	Process \$ 165	Structural \$ 165	Electrical \$ 180	Controls \$ 145	Mech \$ 145	Civil \$ 145	Ops/PT CA \$ 145	Admin I \$ 80	Total Hours	Total Labor	Travel and Expense	Printing	Total Cost
Prepare Contracts and Conformed Documents	2	8		8	8	8	8	8	8		8	66	\$ 9,990			\$ 9,990
Pre-Construction and Progress Meetings	2	232	8	-	-	-	-	-	-	-	-	242	\$ 39,910	\$ 2,500	\$ -	\$ 42,410
Prepare for, Conduct, and Document Preconstruction Conference	2	16	8									26	\$ 4,270	\$ 300		\$ 4,570
Attend 27 Progress Meetings		216										216	\$ 35,640	\$ 2,200		\$ 37,840
Construction Phase Contract Administration	44	1,483	64	285	180	166	186	146	99	120	114	2,887	\$ 459,935	10,200	250	\$ 470,385
Administer Construction Contract	24	1,296										1,320	\$ 219,480	\$ 5,400		\$ 224,880
Respond to 75 Clarifications & Interpretations (RFIs)	4	48		75	24	32	32	24	24		40	303	\$ 45,755			\$ 45,755
Prepare and Issue 24 Change Order Recommendations	4	24		60	24	32	32	24	24		16	240	\$ 37,400			\$ 37,400
Shop Drawings & Submittal Reviews & Responses		40		90	80	50	70	50	35		50	465	\$ 70,125			\$ 70,125
Review & Recommend 27 Contractor Payment Requests	4	27										31	\$ 5,395			\$ 5,395
Provide Responses to Contractor Claims	8	24		12	4	4	4					56	\$ 9,780			\$ 9,780
16 Designer On Site Reviews & Documentation				32	32	32	32	32				160	\$ 25,600	\$ 3,200		\$ 28,800
Substantial and Final Completion w/Punch List Dev		16	64	16	16	16	16	16	16		8	184	\$ 27,680	\$ 1,600		\$ 29,280
Record Drawing Preparation		8								120		128	\$ 18,720		\$ 250	\$ 18,970
Onsite Field Observation	-	-	2,592	-	-	-	-	-	-	-	-	2,592	\$ 375,840	48,600	-	\$ 424,440
P-T RE for 27 months (ave 3 days/wk @ 8 hr/d)			2,592									2,592	\$ 375,840	\$ 48,600		\$ 424,440
Operations Specialist	-	-	-	-	-	-	-	-	-	1,072	-	1,072	\$ 155,440	2,350	500	\$ 158,290
Various process training										312		312	\$ 45,240	\$ 850		\$ 46,090
Review vendor provided equipment O&Ms										80		80	\$ 11,600			\$ 11,600
Equipment and unit process startup services										200		200	\$ 29,000	\$ 500		\$ 29,500
Post-startup services										80		80	\$ 11,600	\$ 1,000		\$ 12,600
Unit process system hybrid O&M development										400		400	\$ 58,000		\$ 500	\$ 58,500
Total	48	1,723	2,664	293	188	174	194	154	107	1,192	122	6,859	1,041,115	63,650	750	1,105,515
Total Labor Dollars by Labor Class	\$ 11,280	\$ 284,295	\$386,280	\$ 48,345	\$ 31,020	\$ 31,320	\$ 28,130	\$ 22,330	\$ 15,515	\$ 172,840	\$ 9,760					



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: March 8, 2021

TO: City Council

FROM: Michelle Ebbert, City Clerk/Treasurer/Finance Director

SUBJECT: Alcohol License Premise Description Change

Background:

The State of Wisconsin regulates alcohol licensing for local governments through Chapter 125. The license applicant must particularly describe the premise under their control where alcohol beverages will be sold, served, consumed and stored. For revision during a license year, July 1st – June 30th, the licensee must file a written request with the municipal official to amend the premises description. It is within the discretion of the governing body to approve or disapprove the change. If approved, the license would be amended and posted on the premise.

A license holder may also request an alteration to their premise descriptions to include additional area from a recent expansion or for an event to include outdoor enclosures.

The City Council has the authority to attach conditions to a premise description including limitations to the described premises, when the license is granted.

Discussion:

Creamery 201, a celebration venue, is located on the second floor of 201 N. Main Street. Katie Stahl, owner and Agent of the venue has requested to adjust her premise to include a private outdoor patio for her clients, outlined below.

Picture 1



The noted area is accessible from the indoor elevator/stairwell and private hallway from the venue. The north side of the outdoor patio is screened with heavy landscaping, a lattice fence and is not visible from the adjacent business's drive-thru. There is a sidewalk as an emergency exit from the patio along the east end of Mr. Brew's Taphouse (building 2 in Picture 1). A stanchion is recommended to be placed at the sidewalk during events to deter non-emergency use.

The expansion of the premise would allow their clients to utilize the patio area with an alcoholic beverage provided by the private event. Creamery 201 provides refuse and recycling containers for this area.

Code of Ordinance Sec. 6-37. Service/Consumption of alcohol or fermented beverages in outdoor areas, was reviewed with the applicant to ensure conditions were met. The following conditions would apply in this area: no loud music or dancing in the outdoor area and the area should be supervised at all times.

The approved premise change would take place upon license issuance by the Clerk.

Financial Analysis:

There is no cost associated with changes to premise descriptions of license holders

Staff Recommendation:

Staff recommends that the City Council approve the change to the Alcohol License Premise Description of Creamery 201, LLC d/b/a Creamery 201 at 201 N. Main Street to the following: *The second floor of 201 N. Main Street; the elevator/stairwell and hallway on first floor leading to adjacent private patio; and outdoor the private patio* contingent upon the addition of a stanchion and rope along the northwestern edge of the patio to limit access to the sidewalk during events.

Michelle Ebbert

From: Creamery 201 <creamery201@gmail.com>
Sent: Tuesday, March 2, 2021 2:37 PM
To: Michelle Ebbert
Subject: New Premise Description

Hi Michelle,
Could we please have our premise description changed for Creamery 201 from:
Second floor of 201N Main Street

to

Second floor of 201N Main Street and elevator/stairwell and hallway on first floor leading to adjacent private patio.

Thank you so much! We are so excited!

--

Katie Stahl
Event Director

201 N Main Street
Fort Atkinson, WI 53538
creamery201.com

The content of this email is confidential and intended for the recipient specified in this message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: March 12, 2021

TO: City Council

FROM: Michelle Ebbert, City Clerk/Treasurer/Finance Director

SUBJECT: Special Event – Park & Recreation Drive-Thru Easter Eggspress

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.

Event: Parks & Recreation Drive-Thru Easter Eggspress

Date: Wednesday March 31, 2021

Location: Ralph Park – Jefferson Street parking lot

Contact Person: Brooke Franseen

Hours of Event: 3:00 pm to 5:00 pm

Estimated Number of Attendees: 300+

Attendees are directed to enter the Jefferson Street parking lot using the south entrance and exit using the north entrance with a right hand turn. Traffic will be directed to Hake Street to disseminate.

Information of the event was routed to Departments on March 10th with no comments or concerns.



Financial Analysis:

There is no financial impact to the City.

Staff Recommendation:

Staff recommends that the City Council approve the Special Event for Parks & Recreation for the Drive-Thru Easter Eggspress on Wednesday March 31, 2021 from 3 pm to 5 pm at Ralph Park parking lot on Jefferson Street.



CITY OF FORT ATKINSON
Special Event Application

Name of Business/Group Organizing Event: <u>City of Fort Atkinson Parks + Recreation</u>	
Contact Person for Event: <u>Brooke Franseen</u>	
Phone Number: <u>920-728-7781</u>	Email: <u>bfranseen@fortatkinsonwi.net</u>
Is the Business/Group Organizing Event: <input checked="" type="checkbox"/> For profit or <input type="checkbox"/> Non-Profit	
Special Event Details: <u>Cars will drive from South end of Jefferson St and enter parking lot at Ralph Park for picture with Easter Bunny + get an Egg Kit for \$5. Cars will exit on Jefferson going towards Lake St</u>	
Event Name: <u>Drive-thru Easter EGGspress</u>	
Event Date: <u>Wed. March 31</u>	
Event Location: <u>Ralph Park Parking lot off of Jefferson St.</u>	
Estimated Number of Attendees: <u>300</u>	Hours of Event: <u>3-5 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 type="checkbox"/> I will be closing a street(s) Attach site diagram with details. Barricades can be provided by Public Works upon request (920) 563-7771. <input 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>[Signature]</u>	

Office Use Only

Date Submitted to Clerk: 3/10/21 Date Emailed to Departments: 3/10/21

Department	Comments, Concerns, Action(s) to be taken
<input checked="" type="checkbox"/> Clerk/Treasurer	<u>None</u>
<input checked="" type="checkbox"/> EMS - Ryan Brothers Ambulance	<u>No reply</u>
<input checked="" type="checkbox"/> Engineer and Building Inspection	<u>No reply</u>
<input checked="" type="checkbox"/> Electrician	<u>No reply</u>
<input checked="" type="checkbox"/> Fire and Rescue Department	<u>No reply</u>
<input checked="" type="checkbox"/> Library and Museum	<u>None</u>
<input checked="" type="checkbox"/> Parks & Recreation	<u>OK</u>
<input checked="" type="checkbox"/> Police Department	<u>OK - spoke with Department</u>
<input checked="" type="checkbox"/> Public Works Department	<u>No reply</u>
<input checked="" type="checkbox"/> Wastewater and Water Utility	<u>No reply</u>
Date Reported to City Council (if necessary): <u>3/16/2021</u>	
Comments, Contingencies, Findings:	



DRIVE-THRU

EASTER EGGSPRESS

WEDNESDAY, MARCH 31

3:00 – 5:00 PM

or while supplies last

RALPH PARK

GET A PHOTO W/ THE EASTER BUNNY AND A GOODIE BAG

COST: \$5 PAY IN-PERSON, CASH ONLY

**EASTER KIT WILL CONTAIN ENOUGH FOR ONE PARTICIPANT
KITS INCLUDE: 10 FILLED EGGS, EASTER CRAFTS AND GAMES**

More Info: <http://fortparksandrec.activityreg.com>



CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: March 12, 2021

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. Rosemary Lenz Pick 'n Save

Financial Analysis:

None.

Staff Recommendation:

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