



City of Fort Atkinson  
City Manager's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

**CITY COUNCIL MEETING  
REMOTE VIA PHONE USING ZOOM  
TUESDAY, JULY 20, 2021 – 7:00 PM**

<https://us02web.zoom.us/j/81946009258?pwd=ZUk0ZXNlY1lvY2xHRUVoQk83RFdlQT09>

Meeting ID: 819 4600 9258

Passcode: 53538

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 meeting to order
2. Roll call
3. **Public Hearings - None**
4. **Public Comment:** *The City Council will receive comments from City residents. Comments are generally limited to three minutes per individual. Anyone wishing to speak is required to sign up in advance or state the following items for the record when called upon: name, address, subject matter, and contact information. No action will be taken on any public comments unless the item is also elsewhere on the agenda.*
5. **Consent Agenda:** *The Consent Agenda outlined below is hereby presented for action by the City Council. Items may be removed from the Consent Agenda on the request of any one Council member. Items not removed may be adopted by one action without debate. Removed items may be taken up either immediately after the Consent Agenda or placed later on the agenda at the discretion of the Council President.*
  - a. Review and possible action relating to the **minutes of the July 6, 2021 regular City Council meeting** (Ebbert)
  - b. Review and possible action relating to the **minutes of the July 13, 2021 Plan Commission meeting** (Ebbert)

- c. **City Sewer, Water, and Stormwater Utility Financial Statements** as of June 30, 2021 (Ebbert)
- d. Review and possible action relating to **building, plumbing, and electrical permit report for June, 2021** (Juarez)
- e. Review and possible action relating to the City Clerk-issued **License and Permit Report for June 2021** (Ebbert)
- f. Review and possible action relating to a **Special Event: Rock River Coalition: By Water & By Land, Let's All Lend a Hand** (Ebbert)

6. **Petitions, Requests, and Communications – None**

7. **Resolutions and Ordinances:**

- a. Fourth/final reading of an Ordinance to amend Section 6-35 of the City of Fort Atkinson Municipal Code **prohibiting leaving a licensed premise with open alcohol** (LeMire/Bump)
- b. Third/Final reading of an **Ordinance Annexing the Territory along Banker Road to the City of Fort Atkinson** (ANX-2021-01) (LeMire)
- c. First reading of an Ordinance to Amend the Official Zoning Map of the City of Fort Atkinson for a portion of the property located at **1425 Janesville Avenue, from UMU, Urban Mixed Use, to PUD, Planned Unit Development**, to accommodate the True Storage redevelopment project (ZMA-2021-02) (Selle)

8. **Reports of Officers, Boards, and Committees:**

- a. City Manager's Report (LeMire)

9. **Unfinished Business – None**

10. **New Business:**

- a. Review and possible action relating to an **Internet Service Provider Proposal** from WIN, LLC (Selle)
- b. Review and possible action relating to requested proposals for management services for the City's **Community Development Block Grant (CDBG) – Close Grants** (Selle)
- c. Review and possible action relating to the purchase and installation of a **replacement belt thickening feed pump** for the Wastewater Treatment Facility for a cost not to exceed \$31,975.63 (Christensen)
- d. Review and possible action relating to the purchase and installation of **replacement aeration diffusers** at the Wastewater Treatment Facility for a cost not to exceed \$13,550 (Christensen)

11. **Miscellaneous – None**

## **12. Claims, Appropriations and Contract Payments:**

- a. Review and possible action relating to the **Verified Claims** presented by the Director of Finance and authorization of payment (Ebbert)

## **13. Adjournment**

*Date Posted: July 16, 2021*

*CC: City Council; City Staff; City Attorney; News Media; Fort Atkinson School District; Fort Atkinson Chamber of Commerce*

*Visit us online! City news and information can be found at [www.fortatkinsonwi.net](http://www.fortatkinsonwi.net), and be sure to follow us on Facebook @FortAtkinsonWI.*



City of Fort Atkinson  
City Clerk/Treasurer's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

**CITY COUNCIL MEETING  
REMOTE VIA PHONE USING ZOOM  
TUESDAY, JULY 6, 2021 – 7:00 PM**

---

**CALL MEETING TO ORDER**

President Scherer called the meeting to order at 7:00 pm.

**ROLL CALL**

Present: Cm. Becker, Cm, Hartwick, Cm. Housley, Cm. Johnson and President Scherer. Also present: City Manager, City Attorney, City Clerk/Treasurer, City Engineer, Wastewater Supervisor, Police Chief, Fire Chief, Building Inspector and Park & Rec Director.

**PUBLIC HEARINGS - NONE**

**PUBLIC COMMENT - NONE**

**CONSENT AGENDA:**

- a) Review and possible action relating to the minutes of the June 15, 2021 regular City Council meeting (Ebbert)*
- b) Review and possible action relating to the minutes of the June 22, 2021 Plan Commission meeting (Ebbert)*
- c) Review and possible action relating to the minutes of the June 29, 2021 Ambulance Advisory Committee meeting (Ebbert)*
- d) Review and possible action relating to the minutes of the June 30, 2021 License Committee meeting (Ebbert)*
- e) Review and possible action relating to a Class "B" Beer and "Class C" Wine Original Alcohol Beverage License application for the licensing period of July 7, 2021 through June 30, 2022 for Carla Robinson Stewart dba Carla's Catering for use at 1525 Janesville Avenue (Ebbert)*
- f) Review and possible action relating to a "Class A" Liquor Original Alcohol Beverage License application for the licensing period of July 7, 2021 through June 30, 2022 for Kwik Trip, Inc, dba Kwik Trip #439 for use at 1565 Madison Avenue (Ebbert)*
- g) Review and possible action relating to a "Class A" Liquor Original Alcohol Beverage License application for the licensing period of July 7, 2021 through June 30, 2022 for Kwik Trip, Inc, dba Kwik Trip #1506 for use at 1680 Janesville Avenue (Ebbert)*
- h) Review and possible action relating to a "Class A" Liquor Original Alcohol Beverage License application for the licensing period of July 7, 2021 through June 30, 2022 for Kwik Trip, Inc, dba Stop-N-Go #1502 for use at 313 Madison Avenue (Ebbert)*

Cm. Becker moved, seconded by Cm. Johnson to approve the Consent Agenda as listed, items 5.a. through 5.h. Motion carried.

## **PETITIONS, REQUESTS, AND COMMUNICATIONS – NONE**

### **RESOLUTIONS AND ORDINANCES:**

*Review and possible action relating to a Resolution authorizing the issuance and sale of up to \$14,125,508 Sewerage System Revenue Bonds, Series 2021, and providing for other details and covenants with respect thereto, and approval of related \$15,875,508 Financial Assistance Agreement (Christensen)*

Wastewater Supervisor discussed the clean water fund loan for the Phase II of the WWTP upgrades.

#### **RESOLUTION NO. 1361 RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$14,125,508 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2021, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO**

**WHEREAS**, the City of Fort Atkinson, Jefferson County, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

**WHEREAS**, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4035-04 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2020-0763 and dated January 28, 2021 by the DNR; and

**WHEREAS**, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

**WHEREAS**, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

**WHEREAS**, no bonds or obligations payable from the revenues of the System are now outstanding.

**NOW, THEREFORE**, be it resolved by the Governing Body of the Municipality that:

Section 1. **Definitions.** The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$14,125,508 Sewerage System Revenue Bonds, Series 2021, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (h) "Fiscal Year" means the twelve-month period ending on each December 31;
- (i) "Governing Body" means the City Council, or such other body as may hereafter be the chief legislative body of the Municipality;
- (j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

- (k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;
- (l) "Municipality" means the City of Fort Atkinson, Jefferson County, Wisconsin;
- (m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;
- (n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;
- (o) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;
- (p) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date; and
- (q) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$14,125,508; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the City Manager and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2021" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.557% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2021 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the City Manager and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Bonds and Parity Bonds, certain funds of the System are hereby created and established which shall be used solely for the following respective purposes:

- (a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.

- (c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the Bonds and Parity Bonds as the same becomes due, and which may contain a Reserve Account established by a future resolution authorizing the issuance of Parity Bonds to secure such Parity Bonds.
- (d) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by a future resolution authorizing the issuance of Parity Bonds to fund a Reserve Account established therein; and
- (c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with future Parity Bonds.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewerage System CWFP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$14,125,508 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CWFP Project Fund." The Sewerage System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon

which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed: July 6, 2021

Approved: July 6, 2021

Rebecca Houseman LeMire  
City Manager

Attest:  
Michelle A. Ebbert  
City Clerk

Cm. Becker moved, seconded by Cm. Johnson to approve the Resolution authorizing the issuance and sale of up to \$14,125,508 Sewerage System Revenue Bonds, Series 2021, and providing for other details and covenants with respect thereto, and approval of relating \$15,875,508 Financial Assistance Agreement. Motion carried unanimously.

*Third/final reading of an Ordinance to amend Section 6-35 of the City of Fort Atkinson Municipal Code (prohibits leaving a licensed premise with open alcohol) (Bump)*

Chief Bump discussed the recommended Ordinance. Council shared comments they had received from establishments and expressed interest in a fourth reading of the Ordinance.

Cm. Johnson moved, seconded by Cm. Hartwick to direct the City Manager to prepare the Ordinance to amend Section 6-35 of the City of Fort Atkinson Municipal Code prohibiting leaving a licensed premise with open alcohol for a fourth reading on July 20, 2021. Motion carried 4-1. Cm. Housley opposed.

*Third/final reading of an Ordinance to create Section 58-73 (11) of the City of Fort Atkinson Municipal Code (relating to disorderly conduct) (Bump)*

Cm. Becker moved, seconded by Cm. Housley to approve and adopt this Ordinance to amend Section 58-73 (11) of the City of Fort Atkinson Municipal Code relating to disorderly conduct. Motion carried unanimously.

*Third/final reading of an Ordinance to create Section 58-76 (d) of the City of Fort Atkinson Municipal Code (relating to alcohol prohibitions on streets and sidewalks) (Bump)*

Council members had received feedback and would like the City Staff to review the proposed Ordinance and consider establishment areas or boundaries where alcohol would be prohibited.

Cm. Becker moved, seconded by Cm. Johnson to table the Ordinance. Motion carried.

*Third/final reading of an Ordinance to amend Section 62-4 of the City of Fort Atkinson Municipal Code (relating to alcohol consumption in City parks after hours) (Amendment #1) (Bump)*

Cm. Hartwick moved, seconded by Cm. Johnson to approve and adopt enact this Ordinance to amend Section 62-4 of the City of Fort Atkinson Municipal Code relating to alcohol consumption in City parks after hours. Motion carried unanimously.

*Second and possible third/final reading of an Ordinance Annexing the Territory along Banker Road to the City of Fort Atkinson (LeMire)*

Cm. Becker moved, seconded by Cm. Johnson to direct the City Manager to prepare the Ordinance for a third reading on July 20, 2021. Motion carried unanimously.

#### **REPORTS OF OFFICERS, BOARDS, AND COMMITTEES:**

City Manager's Report (LeMire)

No action was taken.

#### **UNFINISHED BUSINESS – NONE**

#### **NEW BUSINESS:**

*Review and possible action to authorize additional road work to the 2021 Streets Program for approximately \$202,250 (Selle)*

Engineer Selle stated that he anticipates remaining funds for additional road work, approximately \$200,000. He presented streets with poor pavement that could be resurfaced.

Cm. Becker moved, seconded by Cm. Johnson to authorize additional road work to the 2021 Streets Program for approximately \$202,250. Motion carried unanimously.

### **MISCELLANEOUS – NONE**

### **CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS:**

*Review and possible action relating to the Verified Claims presented by the Director of Finance and authorization of payment (Ebbert)*

Cm. Becker moved, seconded by Cm. Hartwick to approve the list of verified claims and authorize payment. Motion carried unanimously.

*The City Council may consider a motion to convene in closed session pursuant to State Stat. §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved [Koshkonong Estates]*

*The City Council may remain in closed session pursuant to State Stat. §19.85(1)(e) to deliberate public business with competitive or bargaining implications [Public Safety Contract Review]*

Cm. Hartwick moved, seconded by Cm. Johnson to adjourn into closed session pursuant to State Stat. §19.85(1)(g) to confer with legal counsel relating to Koshkonong Estates and to remain in closed session pursuant to §19.85(1)(e) to deliberate public business with competitive or bargaining implications relating to public safety contract review. Motion carried unanimously.

### **ADJOURNMENT**

Cm. Becker moved, seconded by Cm. Housley to adjourn. Meeting adjourned at 9:41 pm.

Respectfully submitted

Michelle Ebbert  
City Clerk/Treasurer



City of Fort Atkinson  
City Clerk/Treasurer's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

**PLAN COMMISSION MEETING  
REMOTE VIA PHONE USING ZOOM  
TUESDAY, JULY 13, 2021 – 4:00 PM**

---

**1. CALL MEETING TO ORDER**

Manager LeMire called the meeting to order at 4:00 pm.

**2. ROLL CALL**

Present: Cm. Becker, Cm. Kessenich, Cm. Lescohier, Manager LeMire and Engineer Selle. Also present: City Attorney, City Clerk/Treasurer and Building Inspector.

Excused absence: Cm. Schultz, Cm. Highfield.

**3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE JUNE 22, 2021  
REGULAR PLAN COMMISSION MEETING.**

Cm. Becker moved, seconded by Cm. Kessenich to approve the minutes of the June 22, 2021 Plan Commission meeting. Motion carried.

Building Inspector Juarez provided an update on the Blackhawk Senior Residence property and stated no active permits exist for this property.

**4. PUBLIC HEARING, REVIEW, AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL  
RELATING TO A ZONING MAP AMENDMENT FOR THE PROPERTY LOCATED AT 1425  
JANESVILLE AVENUE, FROM UMU, URBAN MIXED USE, TO PUD, PLANNED UNIT  
DEVELOPMENT DISTRICT, TO ACCOMMODATE THE REDEVELOPMENT OF THE SITE FOR  
THE TRUE STORAGE SELF-STORAGE PROJECT (ZMA-2021-02) (SELLE)**

Engineer Selle stated this in exchange for PUD, parcel off two outlots for redevelopment. Building aesthetic, landscaping and improvements will be done to the building. The rezoning is only for the former Shopko parcel, the two outlots will not be included in the PUD but remain as mixed use zoning.

Manager LeMire opened the public hearing 4:09 pm. After three calls and no comments, the public hearing was closed at 4:10 pm.

Cm. Lescohier moved, seconded by Cm. Becker to recommend to the City Council approve a zoning map amendment for the property located at 1425 Janesville Avenue from UMU, Urban Mixed Use, to PUD, Planned Unit Development District, to accommodate the redevelopment of the site for the True Storage Self-Storage Project (ZMA-2021-02). Motion carried.

**5. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO A 3-LOT PRELIMINARY CERTIFIED SURVEY MAP FOR THE PROPERTY LOCATED AT 1425 JANESVILLE AVENUE, TO ACCOMMODATE THE TRUE STORAGE SELF-STORAGE PROJECT (CSM-2021-03) (SELLE)**

Engineer Selle reviewed the CSM for the former Shopko location.

Manager LeMire moved, seconded by Engineer Selle to recommend the City Council approve the 3-lot Preliminary Certified Survey Map for the property located at 1425 Janesville Avenue to accommodate the True Storage Self-Storage Project (CSM-2021-03). Motion carried.

**6. REVIEW OF A REQUEST FOR A ZONING MAP AMENDMENT FOR THE PROPERTY LOCATED AT 520 EDWARD STREET/509 CLARENCE STREET, FROM MI, MEDIUM INDUSTRIAL, AND TF-10, TWO-FLAT RESIDENTIAL, TO I, INSTITUTIONAL ZONING DISTRICT, TO ACCOMMODATE THE REDEVELOPMENT OF THE SITE FOR THE BADGERLAND AFTER SCHOOL ENRICHMENT (BASE) PROGRAM (ZMA-2021-03) (JUAREZ).**

Building Inspector Juarez reviewed the request submission. This item will return to Plan Commission on July 27<sup>th</sup> following review and comments by the Commission. The Commission provided support for the development of the location.

*REVIEW AND FEEDBACK FROM THE PLAN COMMISSION IS APPRECIATED, BUT NO OFFICIAL ACTION WILL BE TAKEN.*

**7. REVIEW OF CONCEPT PLAN PROPOSAL FROM LOAD N LOCK SELF STORAGE LLC FOR A PLANNED UNIT DEVELOPMENT AT 1216 WHITEWATER AVENUE IN THE CITY OF FORT ATKINSON (PUD-2021-03) (SELLE).**

Engineer Selle stated the lot consists of storage units and would like to add an additional unit on the lot. The use is prohibited in the zoning district.

*THIS PUD CONCEPT PLAN PROPOSES TO ALLOW SELF-STORAGE, WHICH IS A PROHIBITED USE IN THE UMU, URBAN MIXED USE, ZONING DISTRICT. REVIEW AND FEEDBACK FROM THE PLAN COMMISSION IS APPRECIATED, BUT NO OFFICIAL ACTION WILL BE TAKEN.*

**8. ADJOURNMENT**

Cm. Lescohier moved, seconded by Cm. Becker to adjourn. Meeting adjourned at 4:41 pm.

Respectfully Submitted

Michelle Ebbert  
City Clerk/Treasurer



## Permit Report

06/01/2021 - 06/30/2021

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

**Group: Add/Alter Commercial**

21670	744 Jones Ave.	Jones Dairy	Add/Alter Commercial	Spice room	500,000	\$1,590.00
						<b>\$1,590.00</b>

**Group Total: 1**

**Group: Deck**

21668	330 Zida St.	Russell Toeller	Deck	Deck in rear yard	3,000	\$50.25
21669	417 Edwards St.	Karen Fowler	Deck	Front stoop	2,500	\$39.00
21684	704 Frederick Ave.	Alan Goldberg	Deck	Deck & fence	12,223	\$62.40
						<b>\$151.65</b>

**Group Total: 3**

**Group: Demo/Raze**

21660	407 N Main St.	Patricia Horner	Demo/Raze	Raze of existing 24' x 21' detached garage	0	\$80.00
						<b>\$80.00</b>

**Group Total: 1**

**Group: detached garage**

21683	120 Council St.	Christopher McDonald	detached garage	Raze existing garage and build new detached	35,000	\$154.80
						<b>\$154.80</b>

**Group Total: 1**

**Group: Electrical**

21644	1005 Edgewater Rd.	Thomas Albrecht	Electrical	PV system	0	\$160.00
21646	813 Morrison St.	Virginia Rader	Electrical	21 openings & Sub panel	0	\$51.75

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
21651	1223 S Main St.	Vincent Root	Electrical	200 Amp service	0	\$60.00
21652	827 Banker Rd.	Madison College	Electrical	Fab shop addition electrical	0	\$433.00
21654	309 Bluff St.	St. Paul's Lutheran School	Electrical	18 openings	0	\$43.50
21656	313 Monroe St.	Mary Oshel	Electrical	Temp Service	0	\$55.00
21674	710 OAK ST	STORAGE SPACE SOLUTIONS	Electrical	2 EXHAUST FANS	0	\$40.00
21676	66/68 Jackson St.	Kim & Craig Foelker	Electrical	New service	0	\$83.00
21678	500 S High St.	Michael Tess	Electrical	Bath remodel	0	\$49.00
21680	1105 N Main St.	Evergreen Cemetery	Electrical	A/C	0	\$40.00
21682	322 Monroe St	Christina Bogie	Electrical	Solar array	0	\$455.00
						<b>\$1,470.25</b>

**Group Total: 11**

**Group: Fence**

21650	304 S Water St. East	Joseph Rains	Fence	4' Picket	505	\$55.00
21667	514 ROBERT ST	LOGAN KOCH	Fence	NEW FENCE	2,810	\$55.00
21675	804 W SHERMAN AVE	GRIFFIN MOEHLING	Fence	NEW FENCE	7,375	\$55.00
21681	1328 Montclair Pl.	Chris Wilber	Fence	4' chain link fence	4,230	\$55.00
						<b>\$220.00</b>

**Group Total: 4**

**Group: HVAC**

21642	1211 Orchard Ln.	Florence Schaffer	HVAC	Replace A/C	0	\$65.00
21643	316 Grove St.	Doug & Christine Horstmeyer	HVAC	Replace Furnace	0	\$65.00
21653	411 Hickory St.	Karl Katzer	HVAC	Replace A/C	0	\$65.00

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
21671	1642 Janesville Ave.	Griffin Ford	HVAC	Replace furnace and air conditioning	0	\$100.00
21672	211 S Main St.	Grim Rexhepi	HVAC	Replace air conditioning	0	\$65.00
21673	712 COVENTRY CIRCLE	SERGIO NUNEZ-MORALES	HVAC	REPLACE 1 AC UNIT	0	\$65.00
						<b>\$425.00</b>

**Group Total: 6**

**Group: New Single Family**

21640	618 Talent Tr.	Roxsolid Creations LLC	New Single Family	New single family home	310,000	\$765.85
						<b>\$765.85</b>

**Group Total: 1**

**Group: Plumbing**

21649	1535 Radhika St.	Virginia Halbrucker	Plumbing	Tub/Shower	0	\$42.00
21655	1513 Stacy Ln.	Bill Roberts	Plumbing	shower remodel	0	\$36.00
21666	827 Banker Rd	MATC	Plumbing	Addition & Remodel	0	\$120.00
21679	500 S High St.	Michael Tess	Plumbing	Bath remodel	0	\$54.00
						<b>\$252.00</b>

**Group Total: 4**

**Group: Right of Way Opening Permit**

21647	Armenia St & N 4th St		Right of Way Opening Permit	Street Opening - Gas Service	0	\$50.00
21648	330 Wilson Ave	Micah Fromader	Right of Way Opening Permit	Street Opening - Driveway	0	\$50.00
21657	618 Talent Tr		Right of Way Opening Permit	Street Opening - Gas Service	0	\$50.00
21658	S Main & Park St		Right of Way Opening Permit	Street Opening - Valve Replacement	0	

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
21661	1422 Jamesway		Right of Way Opening Permit	Street Opening - Driveway	0	\$50.00
21662	421 E Milwaukee Ave		Right of Way Opening Permit	Street Opening - Gas Service	0	\$50.00
21663	1243 Lillian St		Right of Way Opening Permit	Street Opening - Gas Service	0	\$50.00
21664	407 Milo St		Right of Way Opening Permit	Street Opening - Gas Service	0	\$50.00
21665	Various - DPW Curb Work	Tom Williamson	Right of Way Opening Permit	Street Opening: City-Wide Curb Work	0	
						<b>\$350.00</b>

**Group Total: 9**

**Group: Sign**

21659	730 Madison Ave.	US Cellular	Sign	two wall signs and one free standing	5,200	\$105.00
						<b>\$105.00</b>

**Group Total: 1**

**Group: Single Family Alteration/Addition**

21641	328 S High St.	Harlan Pelischek	Single Family Alteration/Addition	Attached garage addition	39,500	\$95.55
21677	500 S High St.	Michael Tess	Single Family Alteration/Addition	Bath remodel	3,000	\$46.35
21685	409 N 4th St.	Jerry & Judith Spaude	Single Family Alteration/Addition	Remodel existing home	30,000	\$159.00
21686	348 Merchants Ave.	Brad & Kirk Weckler	Single Family Alteration/Addition	Home remodel	70,000	\$270.00
						<b>\$570.90</b>

**Group Total: 4**

						<b>\$6,135.45</b>
--	--	--	--	--	--	-------------------

**Total Records: 46**

**7/6/2021**

*Submitted: 7/6/21*

**Page: 4 of 4**

*[Signature]*  
Building Inspector



City of Fort Atkinson  
 City Clerk/Treasurer's Office  
 101 N. Main Street  
 Fort Atkinson, WI 53538

## MEMORANDUM

**DATE:** July 20, 2021

**TO:** Fort Atkinson City Council

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

**RE:** Monthly Report of Licenses and Permits Issued by the City Clerk

The following is a list of the Licenses and Permits issued by the City Clerk for the period of June 2, 2021 through June 11, 2021, per the City of Fort Atkinson Municipal Code of Ordinances. No action is necessary by City Council, as these licenses and permits have already been issued. This report is for informational purposes only.

### BEEKEEPING

Licensing Period – January 1, 2021 – December 31, 2021

Keith and Bev Tucker	716 Charles Street
----------------------	--------------------

### OPERATOR

Licensing Period – July 1, 2021 – June 30, 2022

Applicant	Place of Employment	Recommended Approval by Fort Atkinson Police Department
Keri Koegel	Riverfront Café	X
Paul Jurek	Kwik Trip #1506	X
Alexa Dahnert	Rock River Lanes	X
Laura Marquardt	Beinfang's Bar	X

### MOBILE MERCHANT

None

### DOOR-TO-DOOR RESIDENTIAL / DIRECT SELLER

None



City of Fort Atkinson  
City Clerk/Treasurer's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

## MEMORANDUM

**DATE:** July 20, 2021

**TO:** Fort Atkinson City Council

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

**RE:** Review and possible action relating to Special Event:  
Rock River Coalition: By Water & By Land, Let's All Lend a Hand

---

### BACKGROUND

The City of Fort Atkinson is committed to supporting quality special events throughout the community. The Special Event Guide and Application was created to assist with planning events in the city and 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.

The Special Event Guide defines a special event as a planned extraordinary occurrence or temporary aggregation of attractions, open to the public, that (a) is conducted on public property, (b) is conducted on private property and has a substantial impact on public property, (c) has activities that request special temporary licenses; or (d) require special city services, whether open to the public or not, including but not limited to, any of the following: street closures, provisions of barricades, garbage cans, stages or special no parking signs, special electrical services, or special police protection. Special events include, but not limited to, neighborhood and community festivals, parades, processions, fairs, and bicycle or foot races.

### DISCUSSION

**Event:** By Water & By Land, Let's All Lend a Hand

**Dates and Hours of Event:** Saturday August 7, 2021 - 9:00 a.m. to 1:00 p.m.

**Locations:** Ralph Park, Jefferson Street

**Contact Person:** Kara Henderlight, [kara@rockrivercoalition.org](mailto:kara@rockrivercoalition.org)

**Estimated Number of Attendees:** 1-75

Event information was routed to Departments with the following comments without concerns. Music will be provided from an electronic device and small speaker. A food truck is scheduled to be on-site for vending, a mobile merchant permit is not required as the truck will be operated in conjunction with the Special Event.

### FINANCIAL ANALYSIS

There is no financial impact to the City of Fort Atkinson for the event.

**RECOMMENDATION**

Staff recommends that City Council approve the Rock River Coalition clean up event at Ralph Park on Saturday, August 7, 2021, from 9:00 a.m. to 1:00 p.m.

**ATTACHMENTS**

Special Event Application, [Website Registration Flyer Link](#)



# CITY OF FORT ATKINSON Special Event Application

Name of Business/Group Organizing Event: <b>Rock River Coalition, Ball Corp and River Network</b>	
Contact Person for Event: <b>Kara Henderlight</b>	
Phone Number: <b>865-310-4240</b>	Email: <b>kara@rockrivercoalition.org</b>
Is the Business/Group Organizing Event: <input type="checkbox"/> For profit or <input checked="" type="checkbox"/> Non-Profit <div style="float: right; font-size: small;">           We are hosting a cleanup event at Ralph Park, and throughout downtown Fort Atkinson on Saturday, August 7, from 9:00 a.m. until 1:00 p.m. We will have a food truck and music.         </div>	
<b>Special Event Details</b>	
Event Name: <b>By Water &amp; By Land, Let's All Lend a Hand Rock River Coalition, Ball Corp, and River Network Cleanup Event</b>	
Event Date: <b>August 7, 2021</b>	
Event Location: <b>Ralph Park, Fort Atkinson (and around downtown)</b>	
Estimated Number of Attendees: <b>1-75</b>	Hours of Event: <b>9:00 a.m.-1:00 p.m.</b>
Check all applicable boxes: <input checked="" type="checkbox"/> I am renting a City Park ✓ <span style="margin-left: 20px;">Attach copy of paid park rental from Parks &amp; Recreation (920) 563-7781.</span> <input checked="" type="checkbox"/> I will be having music ✓ <span style="margin-left: 20px;">Start and end time of music: From 11:00-1:00 p.m., just an iPhone and speakers</span> <input type="checkbox"/> I will be closing a street(s) <span style="margin-left: 20px;">Attach site diagram with details. Barricades can be provided by Public Works upon request (920) 563-7771.</span> <input type="checkbox"/> I will be selling beer and/or wine* <span style="margin-left: 20px;">Attach Temporary License and Bartender/Operator Applications. Contact City Clerk (920) 563-7760</span> <div style="margin-left: 40px; font-size: small;">*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.</div> <input type="checkbox"/> I will be erecting a tent, canopy or other temporary structure.	
<b>By signing, I agree to the following statements:</b>  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: <i>Kara Henderlight</i>	

## Office Use Only

Date Submitted to Clerk: **7/12/21**      Date Emailed to Departments: **7/13/2021**

Department	Comments, Concerns, Action(s) to be taken
<input checked="" type="checkbox"/> Clerk/Treasurer	<i>no alcohol, food truck allowed with special event</i>
<input checked="" type="checkbox"/> EMS - Ryan Brothers Ambulance	<i>no concerns</i>
<input checked="" type="checkbox"/> Engineer and Building Inspection	<i>no concerns</i>
<input checked="" type="checkbox"/> Electrician	<i>no concerns</i>
<input checked="" type="checkbox"/> Fire and Rescue Department	<i>none</i>
<input checked="" type="checkbox"/> Library and Museum	<i>none</i>
<input checked="" type="checkbox"/> Parks & Recreation	<i>park reserved, no concerns</i>
<input checked="" type="checkbox"/> Police Department	<i>none</i>
<input checked="" type="checkbox"/> Public Works Department	<i>none</i>
<input checked="" type="checkbox"/> Wastewater and Water Utility	<i>none</i>

Date Reported to City Council (if necessary): <b>7/20/2021</b>
Comments, Contingencies, Findings:



City of Fort Atkinson  
City Manager's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

## MEMORANDUM

**DATE:** July 20, 2021

**TO:** Fort Atkinson City Council

**FROM:** Rebecca Houseman LeMire, City Manager

**RE:** Fourth/final reading of an Ordinance to amend Section 6-35 of the City of Fort Atkinson Municipal Code prohibiting leaving a licensed premise with open alcohol

---

### BACKGROUND

Throughout the summer, the Ordinance Committee and City Council have reviewed several ordinance amendments recommended by City Staff. The series of alcohol-related ordinances were proposed with the intent of providing the Police Department with additional tools to address some concerns with the open consumption of alcohol on City sidewalks, streets, parks, and the Riverwalk. The ordinance prohibiting the consumption of alcohol in parks when they are closed and the ordinance prohibiting urination and defecation in public places were enacted on July 6, 2021. The ordinance prohibiting the open consumption of alcohol on streets, sidewalks, and the Riverwalk has been tabled and will return to the Ordinance Committee for further discussion in August.

### DISCUSSION

The remaining ordinance proposed by City Staff is an amendment to Section 6-35 of the City of Fort Atkinson Municipal Code. This amendment makes it unlawful for any license-holder to permit any person to leave the licensed premise with an open container of alcohol. It should be noted that license-holders are already responsible for ensuring that patrons do not leave the premise with an open container of alcohol. Class B and Class C licenses require that any sale of alcohol for consumption off-premise, when permitted by local Ordinance, it must be sealed, per Wisconsin Statutes. If a license-holder is found to have violated this, the license to sell alcohol may be suspended or revoked by the City. As such, the license-holder already has the responsibility to ensure that patrons do not leave the licensed premise with open alcohol.

The City has recommended that the Council adopt the local ordinance amendment mirroring the existing state statute to keep local control over the enforcement and adjudication of the violation.

### FINANCIAL ANALYSIS

These ordinance changes are not expected to impact the City financially.

**RECOMMENDATION**

The City Attorney and all City Department Heads have reviewed the proposed ordinance; pertinent feedback was incorporated.

The Ordinance Committee reviewed this ordinance at the meeting on May 18, 2021. The City Council reviewed this ordinance at meetings on June 1<sup>st</sup>, June 15<sup>th</sup>, and July 6<sup>th</sup>.

Staff recommends that the City Council perform a 4<sup>th</sup> reading of this ordinance amending Section 6-35 of the city of Fort Atkinson Municipal Code prohibiting leaving a licensed premise with open alcohol.

**ATTACHMENTS**

Redline Ord. Chapter 6-35 Leaving Licensed Premise (showing changes); Ord. No. Chapter 6-35 Leaving Licensed Premise

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE  
TO AMEND SECTION 6-35 OF THE CITY OF FORT ATKINSON MUNICIPAL CODE  
RELATING TO LEAVING A LICENSED PREMISE**

**NOW, THEREFORE**, the City Council of the City of Fort Atkinson, Wisconsin, do ordain as follows:

**Section 1.** Section 6-35 of the City of Fort Atkinson Municipal Code is hereby amended to read as follows:

“Sec. 6-35. – ~~Reserved.~~ Persons May Not Leave Licensed Premises with Alcohol. It shall be unlawful for any person to whom a license has been granted to permit any person to leave said licensed premises with an open container containing any alcohol beverage, except as otherwise permitted by Wis. Stats. Chapter 125 relating to alcohol beverages.”

Editor’s note – Ord. No. 744, adopted Mar. 1, 2016, deleted §6-35 entitled “Tavern dance hall”, which derived from Code 1969, § 8.09(E); and Ord. No. 727, adopted Mar. 17, 2015.”

**Section 2.** This ordinance shall take effect upon passage, posting, or publication as provided by law.

Enacted by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**City Council President**

ATTEST:

\_\_\_\_\_  
Michelle Ebbert, City Clerk/Treasurer/Finance Director

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE  
TO AMEND SECTION 6-35 OF THE CITY OF FORT ATKINSON MUNICIPAL CODE  
RELATING TO LEAVING A LICENSED PREMISE**

**NOW, THEREFORE**, the City Council of the City of Fort Atkinson, Wisconsin, do ordain as follows:

**Section 1.** Section 6-35 of the City of Fort Atkinson Municipal Code is hereby amended to read as follows:

“Sec. 6-35. – Persons May Not Leave Licensed Premises with Alcohol. It shall be unlawful for any person to whom a license has been granted to permit any person to leave said licensed premises with an open container containing any alcohol beverage, except as otherwise permitted by Wis. Stats. Chapter 125 relating to alcohol beverages.

Editor’s note – Ord. No. 744, adopted Mar. 1, 2016, deleted §6-35 entitled “Tavern dance hall”, which derived from Code 1969, § 8.09(E); and Ord. No. 727, adopted Mar. 17, 2015.”

**Section 2.** This ordinance shall take effect upon passage, posting, or publication as provided by law.

Enacted by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Chris Scherer, President**

ATTEST:

\_\_\_\_\_  
Michelle Ebbert, City Clerk/Treasurer/Finance Director



City of Fort Atkinson  
City Engineer's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

## MEMORANDUM

**DATE:** July 20, 2021

**TO:** Fort Atkinson City Council

**FROM:** Rebecca Houseman LeMire, City Manager

**RE:** 3<sup>rd</sup> and Final reading of an Ordinance Annexing the Territory along Banker Road to the City of Fort Atkinson (ANX-2021-01)

---

### BACKGROUND

As the Council is aware, in 2019, the City of Fort Atkinson purchased three parcels of land along Banker Road in the Town of Koshkonong with the intention of annexation and future residential development. This annexation would create Town Islands within the City, and to avoid potential conflict, the City and Town of Koshkonong chose to work together on an Intergovernmental Agreement to mutual benefit. That IGA has been executed, and the City has commissioned a Plat of Annexation and a legal description to move forward with the process (Exhibits A and B, respectively).

### DISCUSSION

The attached Report to the Plan Commission outlines the process and request for annexation. Note that the temporary zoning classification proposed is SR-2, Single-family Residential District – 2. This is simply a placeholder zoning district until such time that the City Council determines the appropriate zoning districts based on the approval of the Neighborhood Plan.

The annexed territory will be located in a newly created City ward – Ward 11. There are no electors in this territory, but future electors will be in the following districts:

- City of Fort Atkinson – Ward 11
- Jefferson County – Supervisory District 23
- State of Wisconsin – Assembly District 33
- State of Wisconsin – Senate District 11
- United States Congress – House of Representatives District 5

### FINANCIAL ANALYSIS

The City of Fort Atkinson is a desirable place to live, and the City is well aware of the current housing shortage of all types, densities, and sizes. The annexation of the subject parcels will further the City's goal of providing suitable land for residential development. This annexation allows the City to continue the Neighborhood Planning process. After that Plan is complete, the City intends to prepare a Request for Proposals for developers to develop the land in phases in

accordance with the City's Comprehensive Plan and the approved Neighborhood Plan. The development of this land will increase the opportunity for housing as well as the City's tax base.

#### **RECOMMENDATION**

The Plan Commission met on June 8, 2021 and recommended the City Council review the attached petition for annexation and approve the attached Ordinance Annexing the Territory along Banker Road to the City of Fort Atkinson.

The City Council met on June 15, 2021 and July 6, 2021 and performed readings of the proposed Ordinance.

**Staff recommends that the City Council perform the third reading of the proposed Ordinance at this meeting; take action to enact the Ordinance, thereby annexing the land to the City of Fort Atkinson; and direct the City Clerk to file the appropriate forms with the State and County.**

#### **ATTACHMENTS**

June 8, 2021 Staff Report to the Plan Commission; Exhibit A – Annexation Map; Banker Road Annexation Ordinance



City of Fort Atkinson  
City Engineer's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

## REQUEST FOR ANNEXATION REPORT TO THE PLAN COMMISSION

**DATE:** June 8, 2021

**FILE NUMBER:** ANX-2021-01

**PROPERTY ADDRESSES:** Unaddressed  
Parcels along Banker Road

**EXISTING ZONING:** A-T Agriculture Business  
(Jefferson County Zoning)

**PARCEL NUMBERS:** 016-0614-3323-000,  
016-0614-3322-000, 016-0614-3321-000

**TEMPORARY CITY ZONING ASSIGNED:** SR-2,  
Single-family Residential District - 2

**OWNER:** City of Fort Atkinson

**EXISTING LAND USE:** Vacant Agricultural Land

**APPLICANT:** City of Fort Atkinson

**REQUESTED USES:** Urban Residential Development

---

### REQUEST OVERVIEW:

Annexation is a process whereby jurisdiction over territory in an unincorporated area (town) is transferred from a town to a city or village, typically upon the request of the property owner. Property owners may seek annexation for a variety of reasons, but frequently it is driven by the desire to develop property at higher densities and obtain urban services that are not available in the town, such as water and sewer.

In 2019, the City of Fort Atkinson purchased three parcels of land along Banker Road in the Town of Koshkonong with the intention of attachment for future residential development. This attachment of land would create Town Islands within the City, and to avoid potential conflict, the City and Town of Koshkonong chose to work together on an Intergovernmental Agreement (IGA) to mutual benefit. The IGA was approved in May 2021 and is attached to this memorandum for reference.

The petition for annexation from the City of Fort Atkinson is attached to this memo, along with Exhibit A showing the location of the subject parcels.

---

### PUBLIC NOTICE:

Public Notice is not required for annexation.

---

### COMPREHENSIVE LAND USE PLAN (2019):

The City's Future Land Use Map (Map 7) from the 2019 Comprehensive Land Use Plan shows this area as Planned Neighborhood. This future land use category is intended to provide for a variety of housing choices and a carefully planned mix of non-residential uses consistent with the mainly residential character of the area. Planned Neighborhoods are a collection of different future land use categories, often mixed on the same lots and sometimes in the same buildings. Planned

Neighborhoods should be carefully designed as an integrated, interconnected mix of the use categories. To this end, the City Council has hired Vandewalle and Associates to develop an overall Neighborhood Plan for the area. That process has started and is expected to be complete within the next 3-4 months.

The annexation of the subject parcels is consistent with the City's Comprehensive Land Use Plan.

---

**DISCUSSION:**

There are three types of annexation allowed per Statute: Direct Annexation/Annexation by Referendum; Unanimous Approval Annexation; and Annexation of a Municipally-Owned Territory. The annexation of the subject parcels will be based on Wisconsin Statute 66.0223 (Annexation of territory owned by a city or village), which states that "...territory owned by and lying near but not necessarily contiguous to a village or city may be annexed to a village or city by ordinance enacted by the board of trustees of the village or the common council of the city, provided that in the case of noncontiguous territory the use of the territory by the city or village is not contrary to any town or county zoning regulation." The subject parcels are contiguous to the City.

The annexation of this territory will create a Town Island consisting of the following parcels:

- a. 016-0614-3332-054; 1.45 acres of land; N2696 Banker Road
- b. 016-0614-3332-055; 0.66 acres of land; no site address
- c. 016-0614-3323-015; 0.69 acres of land; no site address (Mehring)
- d. 016-0614-3323-014; 3.8 acres of land, no site address (Mehring)
- e. 016-0614-3323-004; 0.76 acres of land; N2719 Banker Road
- f. 016-0614-3323-001; 0.76 acres of land; N2711 Banker Road
- g. 016-0614-3323-002; 7.73 acres of land; N2738 Banker Road

Per the IGA, the City will welcome the annexation of any or all of these parcels in the future and the Town will not object.

The subject parcels are vacant, save an abandoned building on the north end of Parcel Number 016-0614-3322-000, which will be demolished. Municipal utilities are not currently available to the subject parcels, but the City has obtained a utility easement over the adjacent north-south High School driveway. The City is reviewing options for utility connections to the subject parcels.

When property is annexed into the City, a temporary zoning classification must be assigned until an Ordinance approving a Zoning Map Amendment is adopted by the City Council. Staff recommends that the temporary zoning classification for the subject parcels be SR-2, Single-family Residential District – 2. This is the most restrictive of the residential zoning classifications and can be changed in the future to accommodate the Neighborhood Plan developed by the City and Vandewalle.

The City of Fort Atkinson is a desirable place to live, and the City is well aware of the current housing shortage of all types, densities, and sizes. The annexation of the subject parcels will further the City's goal of providing suitable land for residential development. This annexation allows the City to

continue the Neighborhood Planning process to develop an overall plan for the area. After that Plan is complete, the City intends to prepare a Request for Proposals for developers to develop the land in phases in accordance with the City's Comprehensive Plan and the approved Neighborhood Plan.

---

**RECOMMENDATION:**

Staff recommends that the Plan Commission recommend that the City Council approve the Petition for Annexation to the City of Fort Atkinson for the subject parcels along Banker Road and the Banker Road right-of-way as shown in Exhibit A.

---

**ATTACHMENTS:**

Petition for Annexation 6.4.21; Exhibit A - Property to be Annexed; Draft Annexation Ordinance; Intergovernmental Agreement between the City of Fort Atkinson and the Town of Koshkonong relating to the Attachment of City-Owned Properties



City of Fort Atkinson  
City Engineer's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

**PETITION FOR ANNEXATION  
TO THE CITY OF FORT ATKINSON**

Address(es) of Property: Unaddressed City-Owned Parcels along Banker Rd

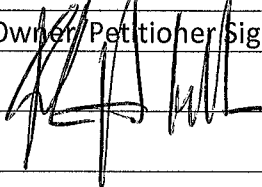
Parcel Number(s): 016-0614-3323-000; 016-0614-3322-000; 016-0614-3321-000

The current population or territory to be annexed and/or attached is 0 persons.

We, the undersigned, constituting all of the owners of the real property in Jefferson County, Wisconsin, lying contiguous to the City of Fort Atkinson, respectfully petition the City Council of the City of Fort Atkinson to annex the territory described and shown on the attached scale map to the City of Fort Atkinson, Jefferson County, Wisconsin. (Plat of Annexation or Attachment must include a legal description of the subject property.)

We the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

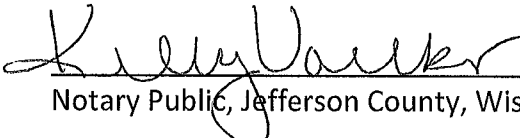
We further respectfully request that this property be zoned SR-2 Single-Family Residential 2

Owner/Petitioner Signature:	Print Name:	Address:	Date:
	Rebecca Houseman City Manager	101 N Main St. Fort Atkinson, WI	6/4/2021

Personally came before me this 4<sup>th</sup> day of June, 2021, the above named, (day) (month) (year)

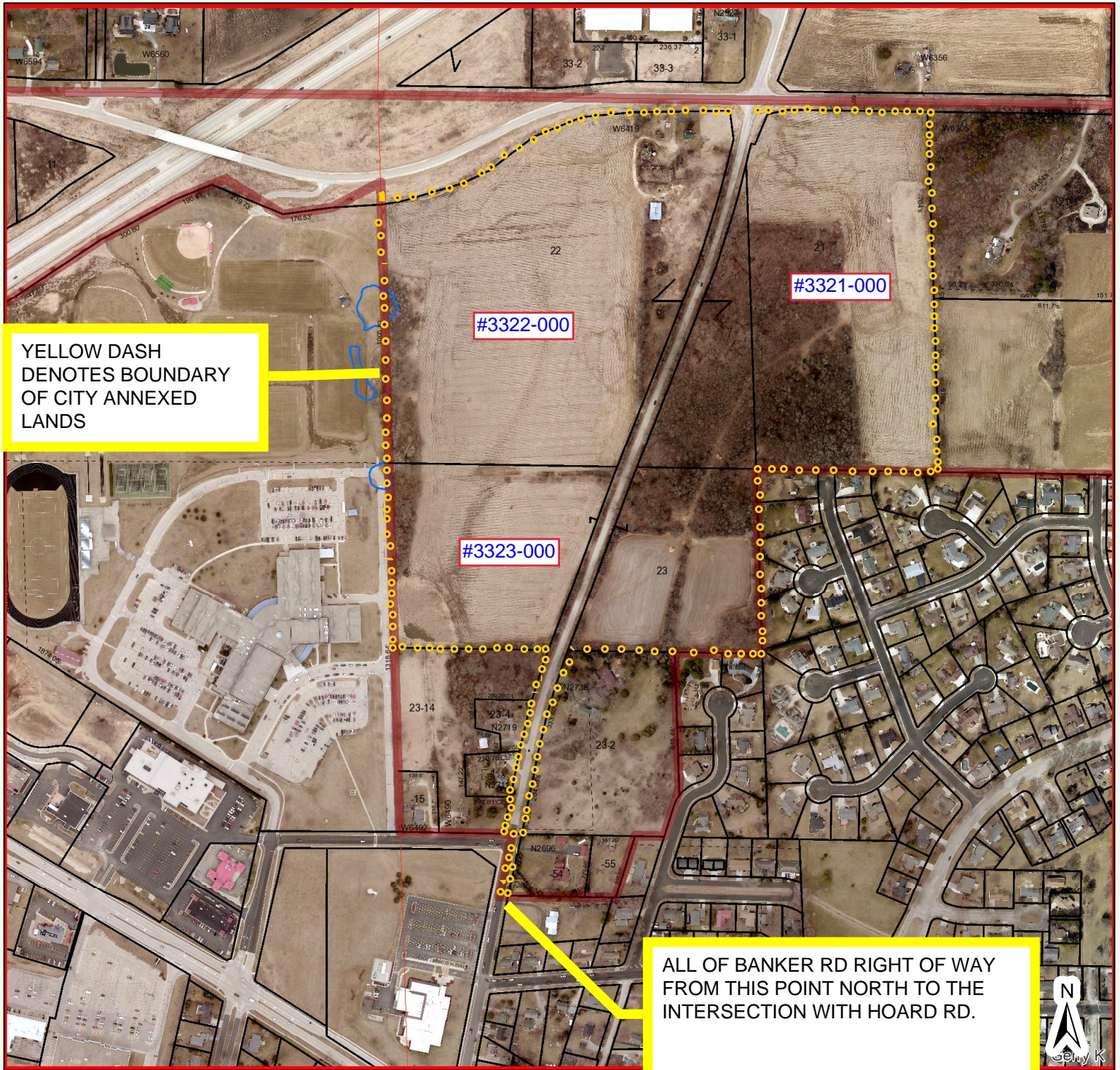
Rebecca Houseman to me known to be the persons who executed the foregoing instrument and acknowledged the same.



  
Notary Public, Jefferson County, Wisconsin (SEAL)

My Commission is permanent or expires on: 10/15/21

# EXHIBIT A



## Parcels

- Parcels
- Municipal Boundaries

## Parcel Lines

- Property Boundary

--- Old Lot/Meander Lines

— Rail Right of Ways

— Road Right of Ways

— Section Lines

— Surface Water

— Map Hooks

— Tax Parcels

— Streams and Ditches

raster.SDE.ORTHOS\_2018

Red: Band\_1

Green: Band\_2

Blue: Band\_3



Jefferson County Geographic Information System

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

500 250 0 500 Feet  
1 inch = 500 feet

Printed on: September 24, 2019

Author: Public User

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING  
THE TERRITORY ALONG BANKER ROAD  
TO THE CITY OF FORT ATKINSON**

**NOW, THEREFORE,** The City Council of the City of Fort Atkinson, Wisconsin, does hereby ordain as follows:

**Section 1. TERRITORY ANNEXED.** That pursuant to Sec. 66.0223(1) of the Wisconsin Statutes, and the Petition for Annexation filed by the City of Fort Atkinson as the property owner, the following described territory in the Town of Koshkonong, Jefferson County, Wisconsin, is hereby annexed to the City of Fort Atkinson, Wisconsin:

ALL THAT PART OR PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION NUMBER THIRTY-THREE (33) TOWNSHIP SIX (6) NORTH OF RANGE FOURTEEN (14) EAST, SITUATE AND LYING WEST OF THE HIGHWAY PASSING ACROSS SAID NORTH HALF OF SAID NORTHWEST QUARTER SECTION IN A RATHER SOUTHWESTERLY DIRECTION FROM THE NORTH SIDE OR LINE OF SAID NORTH HALF OF SAID NORTHWEST QUARTER SECTION, THE MAIN DIRECTION OR COURSE OF THE HIGHWAY BEING SOUTH BUT LEADING TO THE WEST IN PASSING ACROSS OR THROUGH SAID BODY OF LAND SO THAT THE SAID PART OR PORTION SITUATE AND LYING WEST OF SAID HIGHWAY AND HEREIN DEEDED AND CONVEYED IS SUPPOSED TO CONTAIN THIRTY-SEVEN (37) ACRES OF LAND MORE OR LESS (PARCEL NUMBER .

COMMENCING AT A POINT FORTY RODS WEST OF THE NORTHEAST COMER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION THIRTY-THREE (33) IN TOWNSHIP SIX (6) NORTH OF RANGE FOURTEEN (14) EAST, AND RUNNING THENCE SOUTH EIGHTY RODS TO THE QUARTER LINE AND THENCE WEST TO THE CENTER OF THE HIGHWAY, THENCE NORTHEASTERLY ALONG THE CENTER OF THE HIGHWAY TO THE SECTION LINE, THENCE WEST TO THE PLACE OF BEGINNING CONTAINING TWENTY-SEVEN ACRES OF LAND MORE OR LESS.

ALL THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION NUMBER THIRTY-THREE (33) IN TOWNSHIP NUMBER SIX (6) NORTH OF RANGE NUMBER FOURTEEN (14) EAST, LYING AND BEING WEST OF CENTER OF A HIGHWAY RUNNING

DIAGONALLY ACROSS SAID NORTH HALF AND LEADING FROM DODGE'S TO AVERY'S AND CONTAINING TEN AND NINETY ONE-HUNDREDTHS ACRES (10- 90/100 ACRES) OF LAND BE THE SAME MORE OR LESS, INTENDING HEREBY TO CONVEY ONLY THE TEN AND 90/100 ACRES THAT GOTTLIEB SPIEGEL AND WIFE CONVEYED TO WILLIAM H. MCNITT ON THE 23RD DAY OF JULY, 1902, AS SHOWN BY PART OF THE DESCRIPTION IN DEED RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF JEFFERSON COUNTY, JULY 24, 1902, IN VOLUME 119 OF DEEDS, P. 310.

ALL THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION THIRTY-THREE (33) IN TOWNSHIP SIX NORTH OF RANGE FOURTEEN EAST, LYING AND BEING EAST OF THE CENTER OF THE HIGHWAY RUNNING DIAGONALLY ACROSS SAID LAND AND LEADING FROM DODGE'S TO AVERY'S OR LAND FORMERLY OWNED BY DODGE AND AVERY, AND CONTAINING NINE AND TEN ONE-HUNDREDTHS (9-10/100) ACRES OF LAND BEING THE SAME MORE OR LESS ACCORDING TO DEED OF JOSEPH F. MORRISON TO DAVID J. BARNES GIVEN THE SEVENTH DAY OF MARCH 1871 AND RECORDED APRIL 2ND, 1872, VOLUME 63 OF DEEDS ON PAGE 222.

#### **BANKER ROAD LEGAL**

**Section 2. EFFECT OF ANNEXATION.** From and after the effective date of this Ordinance the territory described in Section 1 above shall be part of the City of Fort Atkinson for any and all purposes provided by law and any persons coming or residing within such territory shall be subject to all Ordinances, rules, and regulations governing the City of Fort Atkinson.

**Section 3. PAYMENT TO THE TOWN OF KOSHKONONG.** Per the Intergovernmental Agreement between the Town of Koshkonong and the City of Fort Atkinson for the purposes of attaching this territory, the City of Fort Atkinson agrees to pay the Town of Koshkonong one lump sum of \$868.50 to represent the lost Town taxes he next five years, as required by Section 66.0217(14) of the Wisconsin Statutes.

**Section 4. TEMPORARY ZONING CLASSIFICATION. A)** The Territory annexed to the City of Fort Atkinson by this Ordinance is temporarily designated to be part of the following district of the City for zoning purposes and subject to all provisions of Title 15 of the Code of General Ordinances in the City of Fort Atkinson entitled "Zoning Ordinance" relating to such district classifications and to zoning in the City: SR-2, Single-family Residential District – 2. **B)** The boundaries of these designated districts are established as shown on the map filed in the office of the City Clerk. **C)** The Plan Commission is directed to initiate an amendment to the

Zoning Ordinance within 365 days from the effective date of this Ordinance setting forth a permanent classification and regulations for the zoning of the attached area and to submit its recommendation to the City Council.

**Section 5. WARD DESIGNATION. A)** The territory described in Section 1 of this Ordinance and located on the west side of Banker Road is hereby made part of Ward 2 of the City of Fort Atkinson, subject to all ordinances, rules, and regulations of the City. Population of this territory is zero (0) on the effective date of this Ordinance. **B)** The territory described in Section 1 of this Ordinance and located on the east side of Banker Road is hereby made part of Ward 3 of the City of Fort Atkinson, subject to all ordinances, rules, and regulations of the City. Population of this territory is zero (0) on the effective date of this Ordinance.

**Section 6. SEVERABILITY.** If any provision of this Ordinance is found to be invalid or unconstitutional or if the application of this Ordinance or any person or circumstance is invalid or unconstitutional such invalidity or unconstitutionality shall not affect the other provisions or application of this Ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

**Section 7. EFFECTIVE DATE.** This Ordinance shall take effect upon passage and publication.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY COUNCIL OF THE CITY OF FORT ATKINSON**

\_\_\_\_\_  
Chris Scherer, President

ATTEST:

\_\_\_\_\_  
Michelle Ebbert, City Clerk/Treasurer/Finance Director

**INTERGOVERNMENTAL AGREEMENT  
RELATING TO THE ATTACHMENT OF CITY-OWNED PROPERTIES**

This Intergovernmental Agreement ("IGA") is made and entered into this 12<sup>th</sup> day of May, 2021, by and between the City of Fort Atkinson (hereinafter "City") and the Town of Koshkonong (hereinafter "Town") relating to the attachment of certain City-owned parcels to the City.

**WHEREAS**, the City and the Town desire to work together for the betterment of their communities by entering into this IGA related to lands adjacent to Banker Rd; and

**WHEREAS**, the City and the Town share many borders and desire to establish and maintain a positive and productive relationship as our lands and futures are intertwined; and

**WHEREAS**, the City and Town recognize the importance of open communication and cooperation relating to land use planning, subdivisions, and orderly development for the region; and

**WHEREAS**, the City recognizes the Town's value to the City's residents in terms of agriculture and farming; recreational opportunities such as Lake Koshkonong, rural roads, and parks and open spaces; and the tranquility of nature; and

**WHEREAS**, the Town recognizes the City's value to the Town's residents in terms of employment, arts and entertainment, commercial shopping and dining, recreation and parks, and health care; and

**WHEREAS**, the City desires to attach lands owned by the City to the City for the purposes of residential development; and

**WHEREAS**, the Town desires to retain its rural character and continue to serve its residents.

**NOW THEREFORE**, in consideration of the covenants and conditions contained herein, the Town and the City hereby agree as follows:

1. **ATTACHMENT TO CITY.** The City will attach the City-owned parcels and all of the Banker Road right-of-way depicted in the attached Exhibit A and described as follows:
  - a. Tax Parcel 016-0614-3323-000, the parcel located on the east and west sides of Banker Road, containing 20 acres of land in the Town of Koshkonong;
  - b. Tax Parcel 016-0614-3322-000, the parcel located on the east and west sides of Banker Road and south of Hoard Road, containing 35.69 acres of land in the Town of Koshkonong;

- c. Tax Parcel 016-0614-3321-000, the property located on the south side of Hoard Road and east of Banker Road, containing 19.93 acres of land in the Town of Koshkonong; and
  - d. The entire Banker Road right-of-way located in the Town of Koshkonong.
- 2. **NO OBJECTION BY TOWN.** The Town agrees that it will not object to the attachment of City-owned lands and certain rights-of-way as included in Exhibit A and described herein during the attachment process, during any future subdivision process, or at any point in the future based on the creation of Town islands or for any other reason.
- 3. **VOLUNTARY ATTACHMENT.** The Town further agrees that it will not object to any request for annexation or attachment to the City by the property owners of the Town islands created through the attachment of City-owned lands and rights-of-way, including the following parcels:
  - a. 016-0614-3332-054; 1.45 acres of land; N2696 Banker Road
  - b. 016-0614-3332-055; 0.66 acres of land; no site address
  - c. 016-0614-3323-015; 0.69 acres of land; no site address (Mehring)
  - d. 016-0614-3323-014; 3.8 acres of land, no site address (Mehring)
  - e. 016-0614-3323-004; 0.76 acres of land; N2719 Banker Road
  - f. 016-0614-3323-001; 0.76 acres of land; N2711 Banker Road
  - g. 016-0614-3323-002; 7.73 acres of land; N2738 Banker Road
- 4. **PAYMENT.** The City agrees to pay the Town a lump sum of \$868.50 to represent the lost Town taxes for the next five years for the City owned parcels to be attached, as required in Section 66.0217(14) of the Wisconsin Statutes.
- 5. **SERVICES.**
  - a. The City agrees to plow and salt the south side of Hoard Road from North Main Street to Banker Road, at an estimated value of \$2,000 each year (\$4,000 total). Nothing in this IGA will require the City to plow roads or portions of roads located in the Town of Jefferson.
  - b. The City agrees to provide Wisconsin Information System for Local Roads (WISLR) pavement ratings for all Town roads in 2021 and submit these to WisDOT. Estimated value \$3,500.
  - c. The City agrees to provide long-line painting on Rock River Road from the City Limits to STH 106 (yellow centerline skip and white edge on each side); Hackbarth Road for the entire length (double yellow centerline and white edge); and Old 26 from the STH 26 overpass bridge to Koshkonong Lake Road (white edge only) in 2021, at an estimated value of \$8,500.
  - d. The City agrees to assist, at the Town's request, in the planning and design of a four way stop at the intersection of Hackbarth Road and Endl Boulevard. This would include sign fabrication and associated painting of stop bars, at an estimated value of \$3,500. It would not include intersection improvements if needed.

- e. The City agrees to provide one red solid crosswalk, similar to the crosswalks in the City's downtown area, on Hackbarth Road, at the intersection of Endl Boulevard and Hackbarth Road by the end of 2022, at an estimated value of \$3,500. Note there is no sidewalk continuance on the north side of the intersection within the Town right-of-way.
- f. The City agrees to assist the Town in the development of a Comprehensive Road Plan for all Town roads. In 2021, the City will provide expertise and counsel from our engineering department in the solicitation of bids for such a study, the scoping components of the study, and the evaluation of its results for the Town administration, at an estimate value of \$3,000. The Town will be responsible for the cost of the study.
- g. The total value of the services to be provided in this Agreement is \$26,000 and is summarized in Table 1 below.

**TABLE 1: TOTAL ESTIMATED VALUE OF CITY SERVICES**

Entity Providing Service	Description of Service	Year of Service	Estimated Value of Service	Value of Service over IGA
City	Plow & Salt Hoard Rd	2021-2022	\$ 2,000.00	\$ 4,000.00
City	WISLR Pavement Ratings	2021	\$ 3,500.00	\$ 3,500.00
City	Long-line Painting: Rock River Rd, Hackbarth Rd, Old 26	2021	\$ 8,500.00	\$ 8,500.00
City	Planning/Design of 4-way Stop at Town's request	TBD	\$ 3,500.00	\$ 3,500.00
City	Red Crosswalk	2022	\$ 3,500.00	\$ 3,500.00
City	Engineering consulting services for Road Plan	2021	\$ 3,000.00	\$ 3,000.00
			<b>TOTAL</b>	<b>\$ 26,000.00</b>

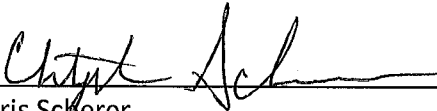
6. **BOUNDARY AGREEMENT.** The City and the Town agree to begin negotiating a long-term Boundary Agreement under Section Wis. Stats. §66.0301 within 12 months of the date of this IGA. The Boundary Agreement will address additional shared borders, future land use and land subdivisions near the borders, possible shared services (joint applications for discretionary road funding and assistance with American Rescue Plan funds), long-range development planning, and other items deemed relevant to and in the best interest of the City and the Town.
7. **TERM OF AGREEMENT.** This IGA will be in effect between the City and the Town for two (2) years from the date of signing.
8. **BINDING ARBITRATION:** This provision shall not be construed to provide "standing" to the Town to contest attachments. To enforce this IGA, the City and Town agree that any controversy or claim arising out of or relating to this IGA, or the breach thereof, or

regarding the failure or refusal to perform the whole, or any part, of this IGA shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered may be entered into Jefferson County Circuit Court. Any decision made by an arbiter, under this provision shall be enforceable as a final and binding decision as if it were a final decision or decree of a court or competent jurisdiction.


9. **NOTICE:** The City and Town shall give the other prompt notice of all action taken by a property owner or by a party relating to attachment of property pursuant to this IGA.
10. **GOOD FAITH:** The City and Town agree to act in good faith toward the other pursuant to this IGA.
11. **WRITTEN AMENDMENTS:** This IGA contains the entire understanding and agreement of the City and Town and there have been no promises, representations, agreements, warranties or undertakings by either the City or the Town to the other, either oral or written, of any character or nature, except as set forth in this document. This IGA may be altered, amended, revoked, or modified only by a document that is signed and acknowledged by the City and the Town, and by no other means. The City and the Town waive the future right to claim, contend or assert that this IGA was modified, canceled, superseded or changed by an oral agreement, course of conduct or estoppel.
12. **SEVERABILITY:** If any term, provision, covenant or condition of this IGA is held by an arbitrator to be invalid, void or unenforceable, the remainder of this IGA shall remain in full force and effect.

DATED: 5-21-2021

**CITY OF FORT ATKINSON**

  
Chris Scherer,  
City Council President

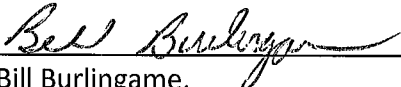
ATTEST:

  
Michelle Ebbert,  
City Clerk/Treasurer/Finance Director

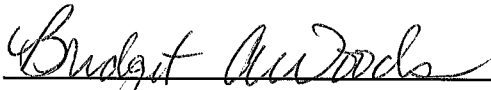
This document drafted by:  
David R. Westrick  
Rogers & Westrick, S.C.  
93 North Main Street  
Fort Atkinson, WI 53538  
(920) 563-5577 - (920) 563-3577 Fax  
drw@rogerswestricklawoffice.com

DATED: 5-12-2021

**TOWN OF KOSHKONONG**

  
Bill Burlingame,  
Town Chairperson

ATTEST:

  
Bridget Woods,  
Town Clerk

Yellow lines denote lands to be attached to City

#3322-000

#3321-000

#3323-000

22

21

23

23-14

23-4

N2719

23-2

N2738

N2744

N2696

-55

-54

-15

W6492

W6490

W6419

W6305

W6405

W6404

W6403

W6402

W6401

W6400

W6399

W6398

W6397

W6396

W6395

W6394

W6393

W6392

W6391

W6390

W6389

W6388

W6387

W6386

W6385

W6384

W6383

W6382

W6381

W6380

W6379

W6378

W6377

W6376

W6375

W6374

W6373

W6372

W6371

W6370

W6369

W6368

W6367

W6366

W6365

W6364

W6363

W6362

W6361

W6360

W6359

W6358

W6357

W6356

W6355

W6354

W6353

W6352

W6351

W6350

W6349

W6348

W6347

W6346

W6345

W6344

W6343

W6342

W6341

W6340

W6339

W6338

W6337

W6336

W6335

W6334

W6333

W6332

W6331

W6330

W6329

W6328

W6327

W6326

W6325

W6324

W6323

W6322

W6321

W6320

W6319

W6318

W6317

W6316

W6315

W6314

W6313

W6312

W6311

W6310

W6309

W6308

W6307

W6306

W6305

W6304

W6303

W6302

W6301

W6300

W6299

W6298

W6297

W6296

W6295

W6294

W6293

W6292

W6291

W6290

W6289

W6288

W6287

W6286

W6285

W6284

W6283

W6282

W6281

W6280

W6279

W6278

W6277

W6276

W6275

W6274

W6273

W6272

W6271

W6270

W6269

W6268

W6267

W6266

W6265

W6264

W6263

W6262

W6261

W6260

W6259

W6258

W6257

W6256

W6255

W6254

W6253

W6252

W6251

W6250

W6249

W6248

W6247

W6246

W6245

W6244

W6243

W6242

W6241

W6240

W6239

W6238

W6237

W6236

W6235

W6234

W6233

W6232

W6231

W6230

W6229

W6228

W6227

W6226

W6225

W6224

W6223

W6222

W6221

W6220

W6219

W6218

W6217

W6216

W6215

W6214

W6213

W6212

W6211

W6210

W6209

W6208

W6207

W6206

W6205

W6204

W6203

W6202

W6201

W6200

W6199

W6198

W6197

W6196

W6195

W6194

W6193

W6192

W6191

W6190

W6189

W6188

W6187

W6186

W6185

W6184

W6183

W6182

W6181

W6180

W6179

W6178

W6177

W6176

W6175

W6174

W6173

W6172

W6171

W6170

W6169

W6168

W6167

W6166

W6165

W6164

W6163

W6162

W6161

W6160

W6159

W6158

W6157

W6156

W6155

W6154

W6153

W6152

W6151

W6150

W6149

W6148

W6147

W6146

W6145

W6144

W6143

W6142

W6141

W6140

W6139

W6138

W6137

W6136

W6135

W6134

W6133

W6132

W6131

W6130

W6129

W6128

W6127

W6126

W6125

W6124

W6123

W6122

W6121

W6120

W6119

W6118

W6117

W6116

W6115

W6114

W6113

W6112

W6111

W6110

W6109

W6108

W6107

W6106

W6105

W6104

W6103

W6102

W6101

W6100

W6099

W6098

W6097

W6096

W6095

W6094

W6093

W6092

W6091

W6090

W6089

W6088

W6087

W6086

W6085

W6084

W6083

W6082

W6081

W6080

W6079

W6078

W6077

W6076

W6075

W6074

W6073

W6072

W6071

W6070

W6069

W6068

W6067

W6066

W6065

W6064

W6063

W6062

W6061

W6060

W6059

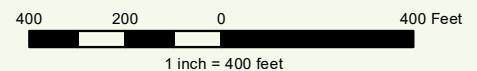
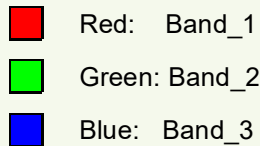
W6058

W6057

W6056

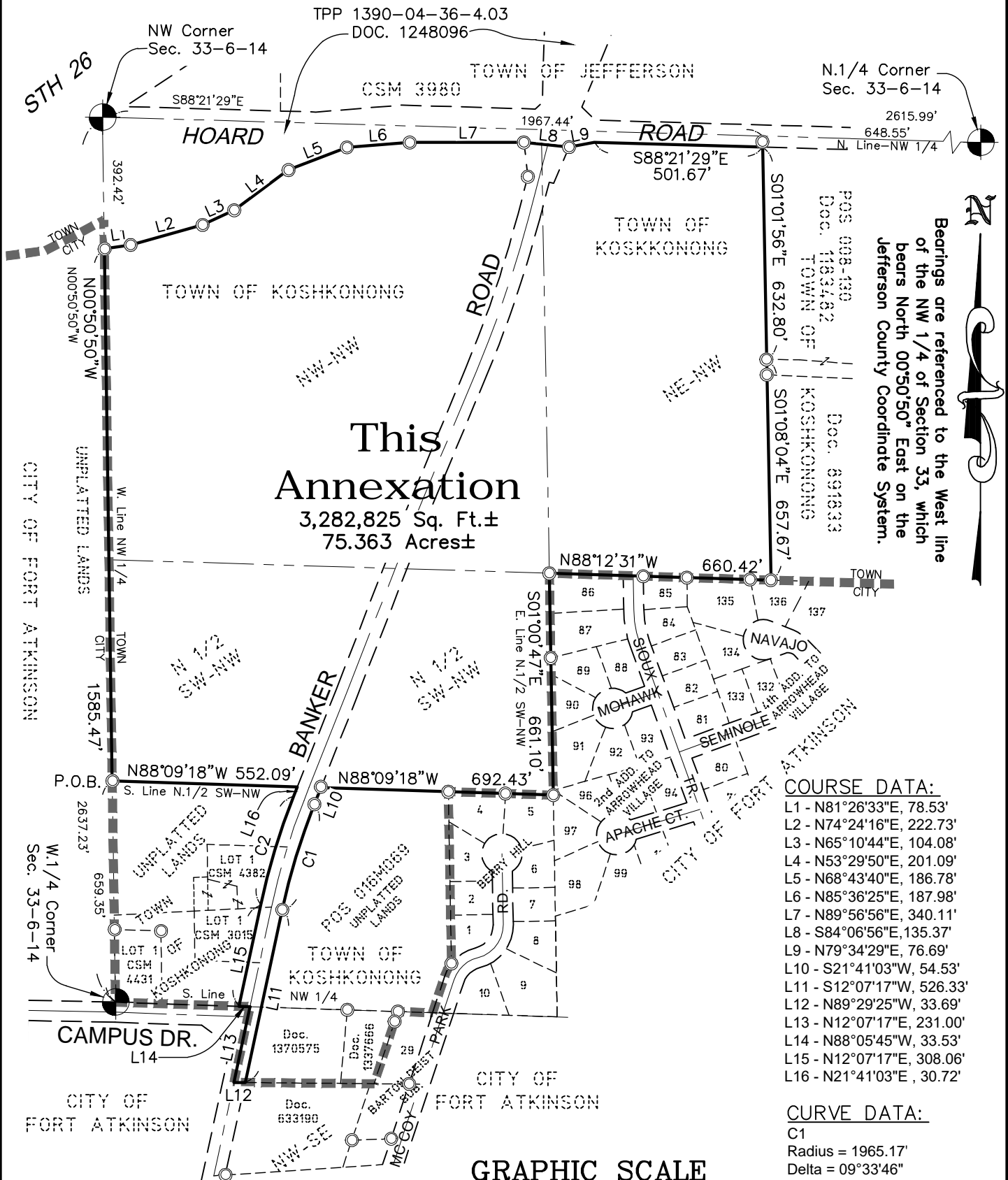
W6055

- aster.SDE.ORTHOS\_2018



# Exhibit A - Annexation Map

A part of the: SW 1/4 - NW 1/4, including part of Lot 1, CSM 4382 & part of Lot 1, CSM 3015; NW 1/4 - NW 1/4; NE 1/4 - NW 1/4; & NW 1/4 - SE 1/4; all of Section 33, T.6N., R.14E., Town of Koshkonong, Jefferson County, Wisconsin



## Notes:

1. Legal description is attached as Exhibit B.

## LEGEND

- Annexation Boundary
- Sectional Subdivision Line
- Existing R/W Line
- Existing City Corporate Limits Line
- Existing Centerline
- Existing Parcel Line
- Found Property Iron

## ANNEXATION TO THE CITY OF FORT ATKINSON ANNEXATION MAP

PROJECT NO. CF-06-21 SHEET 1 OF 2  
June 11, 2021

**QUAM ENGINEERING, LLC**  
Residential and Commercial Site Design Consultants



www.quamengineering.com

4604 Siggelkow Road, Suite A - McFarland, Wisconsin 53558  
Phone (608) 838-7750; Fax (608) 838-7752

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING  
THE TERRITORY ALONG BANKER ROAD  
TO THE CITY OF FORT ATKINSON**

**NOW, THEREFORE,** The City Council of the City of Fort Atkinson, Wisconsin, does hereby ordain as follows:

**Section 1. TERRITORY ANNEXED.** That pursuant to Sec. 66.0223(1) of the Wisconsin Statutes, and the Petition for Annexation filed by the City of Fort Atkinson as the property owner, the following described territory in the Town of Koshkonong, Jefferson County, Wisconsin, is hereby annexed to the City of Fort Atkinson, Wisconsin:

A part of the: Southwest one-quarter of the Northwest one-quarter, including a part Lot 1 of Jefferson County Certified Survey Map No. 4382, recorded in Volume 22 of Certified Survey Maps on Pages 67 and 68 as Document No. 1111558 of Jefferson County Records and a part Lot 1 of Jefferson County Certified Survey Map No. 3015, recorded in Volume 12 of Certified Survey Maps on Page 161 as Document No. 933327 of Jefferson County Records; the Northwest one-quarter of the Northwest one-quarter; the Northeast one-quarter of the Northwest one-quarter; and the Northwest one-quarter of the Southeast one-quarter; all of Section 33, Township 6 North, Range 14 East, Town of Koshkonong, Jefferson County, Wisconsin, being more particularly described as follows:

**COMMENCING** at the West one-quarter Corner of said Section 33;

thence, along the West line of said Northwest one-quarter, N00°50'50"W, 659.35 feet to the Southwest corner of the North one-half of said Southwest one-quarter of the Northwest one-quarter and the **POINT OF BEGINNING**;

thence, continuing along said West line, N00°50'50"W, 1585.47 feet to its intersection with the Southerly right-of-way line of Hoard Road;

thence, along said Southerly right-of-way line, the following courses:

1. thence N81°26'33"E, 78.53 feet;
2. thence N74°24'16"E, 222.73 feet;
3. thence N65°10'44"E, 104.08 feet;
4. thence N53°29'50"E, 201.09 feet;
5. thence N68°43'40"E, 186.78 feet;

6. thence N85°36'25"E, 187.98 feet;
7. thence N89°56'56"E, 340.11 feet;
8. thence S84°06'56"E, 135.37 feet;
9. thence N79°34'29"E, 76.69 feet to a point on a line lying 33.00 South, as measured at right angles and parallel to, the North line of said Northwest one-quarter;
10. thence, along said parallel line, S88°21'29"E, 501.67 feet to the West line of the Parcel described in Document No. 1183482;

thence, leaving said Southerly right-of-way line along last said West line, S01°01'56"E, 632.80 feet;

thence, continuing along said West line and the West line of the Parcel described in Document No. 891833, S01°08'04"E, 657.67 feet to the Southwest corner of last said Parcel, lying on the North line of the 4<sup>th</sup> Addition to Arrowhead Village;

thence, along last said North line and the North line of the 2nd Addition to Arrowhead Village, N88°12'31"W, 660.42 feet to the Northwest corner of said 2nd Addition to Arrowhead Village;

thence, along the West line of said 2nd Addition to Arrowhead Village and the East line of said Southwest one-quarter of the Northwest one-quarter, S01°00'47"E, 661.10 feet to the Southeast corner of aforesaid North one-half of said Southwest one-quarter of the Northwest one-quarter, said corner also being the Northeast corner of Berry Hill;

thence, along the North line of said Berry Hill and the South line of said North one-half of said Southwest one-quarter of the Northwest one-quarter, N88°09'18"W, 692.43 feet to the Easterly right-of-way line of Banker Road;

thence, along said Easterly right-of-way line, S21°41'03"W, 54.53 feet to the beginning of a tangent curve, being concave Easterly, having a radius of 1965.17 feet and a chord which bears S16°54'10"W, 327.61 feet;

thence, along said Easterly right-of-way line, Southerly, 327.99 feet along the arc of said curve through a central angle of 09°33'46" to the point of tangency thereof;

thence, continuing along said Easterly right-of-way line, S12°07'17"W, 526.33 feet to the Southwest corner of the Parcel described in Document No. 1370575;

thence, along the Westerly prolongation of the South line of last said Parcel, N89°29'25"W, 33.69 feet to the centerline of said Banker Road;

thence, along said centerline, N12°07'17"E, 231.00 feet to its intersection with the South line of said Northwest one-quarter;

thence, along last said South line, N88°05'45"W, 33.53 feet to its intersection with the Westerly right-of-way line of Banker Road;

thence, along said Westerly right-of-way line, N12°07'17"E, 308.06 feet to the beginning of a tangent curve, being concave Easterly, having a radius of 2031.17 feet and a chord which bears N16°54'10"E, 338.61 feet;

thence, continuing along said Westerly right-of-way line, Northerly, 339.00 feet along the arc of said curve through a central angle of 09°33'46" to the point of tangency thereof;

thence, continuing along said Westerly right-of-way line, N21°41'03"E, 30.72 feet to aforesaid South line of the North one-half of said Southwest one-quarter of the Northwest one-quarter;

thence, along last said South line, N88°09'18"W, 552.09 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 3,282,825 square feet or 75.363 acres, more or less, and is subject to all easements and agreements, if any, of record and/or fact and is shown on the map, Exhibit A, by Quam Engineering, LLC for Project No. CF-06-21 dated June 11, 2021, and by this reference made a part hereof.

**Section 2. EFFECT OF ANNEXATION.** From and after the effective date of this Ordinance the territory described in Section 1 above shall be part of the City of Fort Atkinson for any and all purposes provided by law and any persons coming or residing within such territory shall be subject to all Ordinances, rules, and regulations governing the City of Fort Atkinson.

**Section 3. PAYMENT TO THE TOWN OF KOSHKONONG.** Per the Intergovernmental Agreement between the Town of Koshkonong and the City of Fort Atkinson for the purposes of attaching this territory, the City of Fort Atkinson agrees to pay the Town of Koshkonong one lump sum of \$868.50 to represent the lost Town taxes he next five years, as required by Section 66.0217(14) of the Wisconsin Statutes.

**Section 4. TEMPORARY ZONING CLASSIFICATION. A)** The Territory annexed to the City of Fort Atkinson by this Ordinance is temporarily designated to be part of the following district of the City for zoning purposes and subject to all provisions of Title 15 of the Code of General

Ordinances in the City of Fort Atkinson entitled "Zoning Ordinance" relating to such district classifications and to zoning in the City: SR-2, Single-family Residential District – 2. **B)** The boundaries of these designated districts are established as shown on the map filed in the office of the City Clerk. **C)** The Plan Commission is directed to initiate an amendment to the Zoning Ordinance within 365 days from the effective date of this Ordinance setting forth a permanent classification and regulations for the zoning of the attached area and to submit its recommendation to the City Council.

**Section 5. WARD DESIGNATION.** The territory described in Section 1 of this Ordinance is hereby made part of the newly-created Ward 11 of the City of Fort Atkinson, subject to all ordinances, rules, and regulations of the City. Population of this territory is zero (0) on the effective date of this Ordinance

**Section 6. SEVERABILITY.** If any provision of this Ordinance is found to be invalid or unconstitutional or if the application of this Ordinance or any person or circumstance is invalid or unconstitutional such invalidity or unconstitutionality shall not affect the other provisions or application of this Ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

**Section 7. EFFECTIVE DATE.** This Ordinance shall take effect upon passage and publication.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY COUNCIL OF THE CITY OF FORT ATKINSON**

\_\_\_\_\_  
Chris Scherer, President

ATTEST:

\_\_\_\_\_  
Michelle Ebbert, City Clerk/Treasurer/Finance Director



City of Fort Atkinson  
City Engineer's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

## MEMORANDUM

**DATE:** July 20, 2021

**TO:** Fort Atkinson City Council

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

**RE:** First reading of an Ordinance to Amend the Official Zoning Map of the City of Fort Atkinson for a portion of the property located at 1425 Janesville Avenue, from UMU, Urban Mixed Use, to PUD, Planned Unit Development, to accommodate the True Storage redevelopment project (ZMA-2021-02)

---

### BACKGROUND

Detailed documentation is attached from the Plan Commission submittal. True Storage has submitted a PUD (Planned Unit Development) application for redevelopment of the former Shopko property. The PUD process allows the City to employ flexibility in zoning when circumstances arise, such as the loss of a large retail provider. In exchange for allowing uses on a site that might be prohibited by Zoning, the City must receive a substantial investment in return for this concession that bears long term benefits for the site and is in concert with the Comprehensive Plan. The investment in this situation is focused on aesthetic upgrades to the existing building and site, as well as the parceling off and commitment toward development of two out-lots along Janesville Ave.

Discussions with True Storage have remained positive and focused on a mutually beneficial project on the site. The next submittal to come before the Council would be the General Development Plan, outlining the specific elements of the project for review and approval.

### RECOMMENDATION

**Staff recommends Council move the request to a second reading at its August 3<sup>rd</sup> meeting.** At that meeting, True Storage and City staff may request Council waive the final reading and approve the Zoning conditioned upon the successful approval of the Certified Survey Map (CSM), breaking the parcel into three distinct lots. The latter will appear at a Council Meeting in late August or September.

### ATTACHMENTS

Draft Ordinance – ZMA-2021-02; Draft True Storage Certified Survey Map; 7.13.21 Plan Commission True Storage Staff Report

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE  
TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF FORT ATKINSON**

**NOW, THEREFORE,** the City Council of the City of Fort Atkinson, Wisconsin, do ordain as follows:

**Section 1.** Section 15.02.03 of the City of Fort Atkinson Zoning Ordinance, adopting the Map of Standard Zoning Districts, is hereby amended to change the zoning classification of the following described property from UMU, Urban Mixed Use, to PUD, Planned Unit Development:

Commencing from the Southwest Quarter of Section 9, Town 5 North, Range 14 East; Thence S 87°31'36" E, 1295.63 feet along the south line of the Southwest Quarter; Thence N02°28'24"E, 1979.09 feet to the Point of Beginning; Thence S73°44'15"E, 649.40 feet along the northerly right of way of Highland Avenue; Thence N16°22'32"E, 469.41 feet; Thence S87°17'05"E, 294.98 feet; Thence N73°38'21"W, 362.96 feet to the centerline of Janesville Street; Thence S16°21'00"W along said centerline to the Point of Beginning.

**\*Draft – legal description will change with approval of Certified Survey Map prior to final adopted of ordinance\***

**Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 3.** This ordinance shall take effect upon passage, posting, or publication as provided by law.

Enacted by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

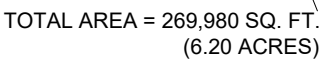
\_\_\_\_\_  
**Chris Scherer, President**

ATTEST:

\_\_\_\_\_  
Michelle Ebbert, City Clerk/Treasurer/Finance Director

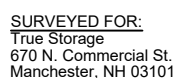
PART OF THE NORTHWEST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 5  
NORTH, RANGE 14 EAST, CITY OF FORT  
ATKINSON, JEFFERSON COUNTY, WISCONSIN

14E J A N E S V I L L E  
A V E N U E  
(B U S I N E S S H W Y 2 6)  
RIGHT OF WAY VARIES



ALL LOTS WITHIN THIS CSM ARE SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR DRAINAGE PURPOSES. OFF-SITE DRAINAGE SHALL NOT BE PREVENTED FROM FLOWING ACROSS THE LOTS.

C.S.M. NO. \_\_\_\_\_  
DOC. NO. \_\_\_\_\_  
VOL. \_\_\_\_\_ PAGE \_\_\_\_\_



**SURVEYED BY:**  
Snyder & Associates, Inc.  
5010 Voges Road  
Madison, WI 53718  
(608) 838-0444  
[www.snyder-associates.com](http://www.snyder-associates.com)

FN: 121.0292.30
DATE: 06-08-2021
REVISIONS:
07-09-21
REV2
REV3

SHEET 1 OF 3

## ZONING MAP AMENDMENT REVIEW STAFF REPORT & FINDINGS OF FACT

**DATE:** July 13, 2021

**FILE NUMBER:** ZMA-2021-02

**PROPERTY ADDRESS:** 1425 Janesville Ave

**EXISTING CITY ZONING:** UMU, Urban Mixed Use

**PARCEL NUMBERS:** 226-0514-0931-001,  
226-0514-0931-002

**REQUESTED ZONING:** PUD, Planned Unit  
Development

**OWNER:** Mid America Real Estate

**EXISTING LAND USE:** Vacant Commercial

**APPLICANT:** True Storage Inc

**REQUESTED USES:** Personal Storage, Personal  
Storage and Warehouse,

### BACKGROUND:

True Storage is interested in purchasing the former Shopko Building. The redevelopment of the property requires the current zoning to be changed to accommodate the various uses proposed. The parcels are delineated below.



---

**REQUEST OVERVIEW:**

The request is part of the PUD process, outlined in 15.10.44 of the Zoning Code. Approval of the rezoning will be conditioned on subsequent approvals of the General Development Plan and the Specific Implementation Plan.

---

**PUBLIC NOTICE:**

The notice was published in the *Jefferson Daily Union* on June 23 and June 30, 2021. Property owners of parcels within 100 feet of the subject parcels were mailed the attached Public Notice on or about June 17, 2021.

---

**COMPREHENSIVE LAND USE PLAN (2019):**

The subject parcel lies within the Janesville Ave Business District Planning Area. Opportunities are noted in the figure below for this area. The Plan specifically indicates the following with respect to this and other redevelopment corridors within the City;

*“Emphasize the commercial redevelopment and revitalization of properties along Janesville Avenue, High Street, Jefferson Street, and Whitewater Avenue. Efforts should be made to enhance the visual image of these important community corridors.”*

*“Janesville Avenue is an important community corridor and entryway, is home to community assets such as the Fireside Dinner Theater and the Glacial River Trail and adjoins the City’s newest business park on the southwest side. Redevelopment effort along this corridor will focus on advancing the City’s goal of becoming a tourist destination. The City will specifically promote this corridor for additional entertainment, retail, hospitality, and dining uses. The City intends to identify opportunities for assembling multiple parcels—particularly in the Janesville/Hackbarth and Janesville/Hilltop intersection areas—to allow for a larger-scale redevelopment project to occur there. The Economic Development and Transportation chapters include additional ideas for redevelopment along Janesville Avenue.”*

Of particular consideration for this request is the need to develop the corridor into a more urban streetscape with sidewalks, pedestrian accommodations, landscaping, and features consistent with a more urban setting. The Concept proposal from True Storage includes elements of these opportunities noted, including site aesthetic improvements as well as the redevelopment and new development opportunities noted. Similar to the Kwik Trip project, which was recently approved by the Plan Commission, True Storage will be asked to be an active participant in the execution of the Janesville Ave corridor project, once that effort is planned and ready for implementation. Staff believes the proposal is in concert with the Comprehensive Plan.

## Zoning Map Amendment Review: Findings of Fact

July 13, 2021

ZMA-2021-02



### Opportunities

- Regional Entertainment Center ("2nd Night")
- Community serving retail & dining redevelopment
- Some industrial relocation to modern business parks
- Fireside Theater helps support other uses (e.g. gifts, high-end hospitality)
- Development design standards & access control
- Landscaping, street & utility enhancements

Note: This map is not a Detailed Future Land Use Map or Future Transportation Map for zoning and other decision making. The purpose of this map is to show conceptual future growth options and facilitate public discussion.

### Conceptual Land Uses

- Community Commercial
- Downtown
- Major Institutions
- Mixed-Use
- Neighborhood
- Employment
- Environmental Corridors
- Agriculture
- Existing Major Roads
- Potential Future Roads
- Main Trails (Existing & Proposed)

**FINDINGS OF FACT:** The City of Fort Atkinson Zoning Ordinance 15.10.31 (4)(b) has established the following criteria to evaluate Zoning Map Amendment requests and determine if such requests are in harmony with the City's Comprehensive Plan and Ordinances. The analysis by the Zoning Administrator is underlined below the criteria set forth in the ordinance.

The Zoning Code 15.10.31 (4)(b) includes the following specific criteria for evaluation of the request:

1. Advances the purposes of this Chapter as outlined in Section 15.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency.

*The request fulfills the purposes outlined in 15.01.01*

2. Is in harmony with the Comprehensive Plan. If the proposed amendment is not in harmony, a Comprehensive Plan Amendment is required prior to rezoning.

*The request is in concert with the Comprehensive Plan (see above)*

3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.

*The request is consistent with the existing commercial corridor, intensity, and expected impacts.*

4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:

- a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.

*N/A*

- b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.

*N/A*

- c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

*N/A*

- d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

*N/A*

---

**RECOMMENDATION:**

City staff recommend the Plan Commission recommend City Council approval of the request, conditioned upon the upcoming approvals of the General Development Plan and Specific Implementation Plan.

---

**ATTACHMENTS:**

Location Map – True Storage Project; True Storage Concept Plan Set

# Location Map - True Storage Project



- |                     |                       |  |                    |  |                     |
|---------------------|-----------------------|--|--------------------|--|---------------------|
|                     | Description           |  | Rail Right of Ways |  | Tax Parcels         |
|                     | Municipal Boundaries  |  | Road Right of Ways |  | Streams and Ditches |
| <b>Parcel Lines</b> |                       |  |                    |  |                     |
|                     | Property Boundary     |  | Section Lines      |  | Surface Water       |
|                     | Old Lot/Meander Lines |  | Map Hooks          |  |                     |



Jefferson County Geographic Information System

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

280 140 0 280 Feet  
1 inch = 280 feet

Printed on: July 8, 2021

Author: Public User



# True Storage

Fort Atkinson, WI  
Shopko Conversion

---

At True Storage, we pride ourselves on providing quality, first-class, storage facilities to our customers and communities in which we operate. We aim to deliver aesthetically pleasing designs with an elevated level of finishes not often seen in the storage industry, while paying special attention to be cohesive with the surrounding retail market.

With the majority of our facilities providing indoor climate-controlled units, we cater to a more demanding clientele, who values security, convenience and appearance above all else. Our customers desire a state-of-the-art facility with reliable climate-control, 24/7 security, and easy access during business hours (typically 9am-9pm). Many of the existing storage facilities we see in our communities offer none of the above – lacking indoor and climate-controlled units, no on-site management, primitive security - often only a fence, and no online accessibility for rent payment or additional unit rentals.

This trend combined with the recent COVID pandemic has made storage convenience the #1 determining factor for consumers searching for extra space – whether it's families clearing out space for relatives moving in, students home from college, or struggling businesses needing space for their inventory while they downsize or pause operations. We've had great success in positioning these facilities within major retail and flex corridors, offering prospective tenants the direct access they need, while maintaining a curb appeal that meshes well with the existing retail landscape.

Supply Ratio	
Supply Ratio	Description
4.00	Severely Undersupplied
5.00	Extremely Undersupplied
6.00	Undersupplied
7.00	Moderately Undersupplied
8.0 and above	Saturated Market

Market Snapshot			
Climate-Controlled Self-Storage		Population	Supply Ratio
3-Mile Radius	62,431 SF	12,385	5
5-mile Radius	62,431 SF	17,098	3.7

# Self-Storage is Locally Focused

---

- ❖ 85% of self-storage customers live within 3 miles of their facility

- ❖ 30-40% of our customers are local small businesses

- ❖ Electricians
- ❖ Plumbers
- ❖ Sales Reps
- ❖ Tile Installers
- ❖ Antique dealers
- ❖ Contractors
- ❖ Painters
- ❖ File Storage
- ❖ Artists
- ❖ Medical Reps

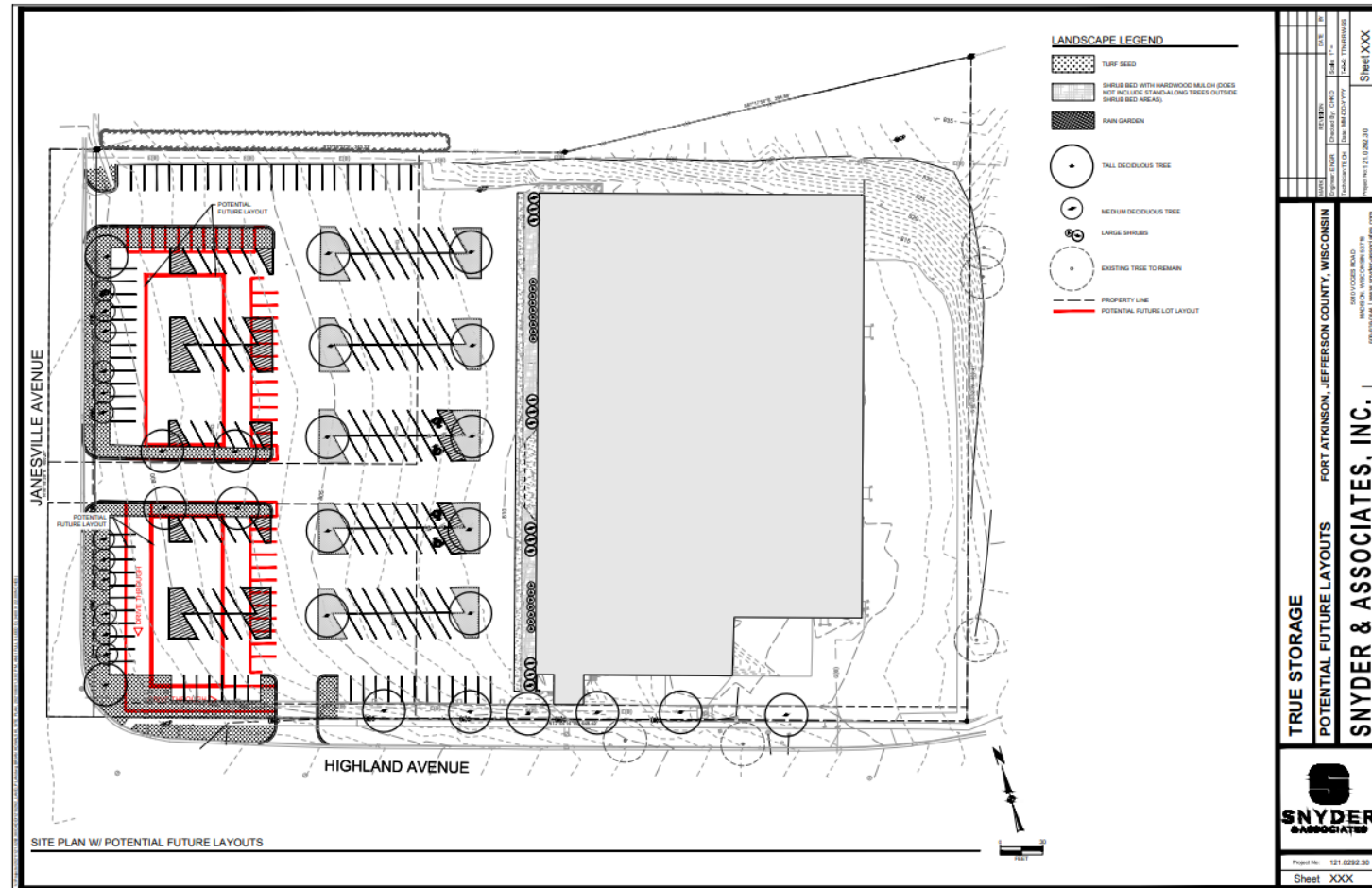
Commonly stored goods that require a climate-controlled or secure environment:

- ❖ High-End Furniture (avoid mold and cracking wood)
- ❖ Instruments
- ❖ Paintings, Artwork & Photographs
- ❖ Electronics
- ❖ Appliances
- ❖ Inherited items
- ❖ Clothing (particularly lace, leather or wool)
- ❖ Medical Devices & Prescriptions
- ❖ Collectibles

# A New Product = A New Perception

---





# Proposed Site Plan

Conversion of existing Shopko building to indoor climate-controlled self-storage, while integrating two outparcels for future retail development and a multitude of landscape enhancements throughout the property

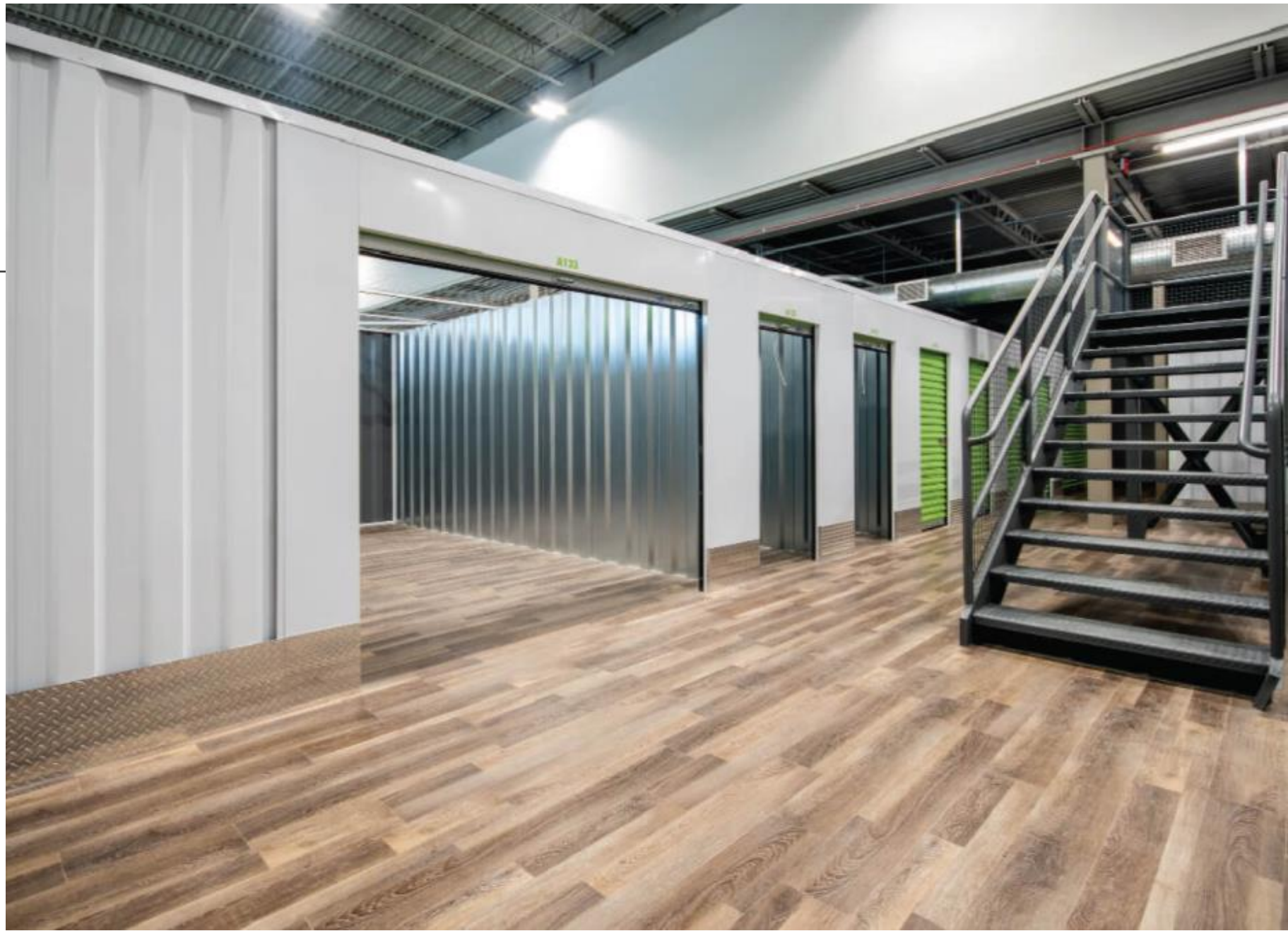


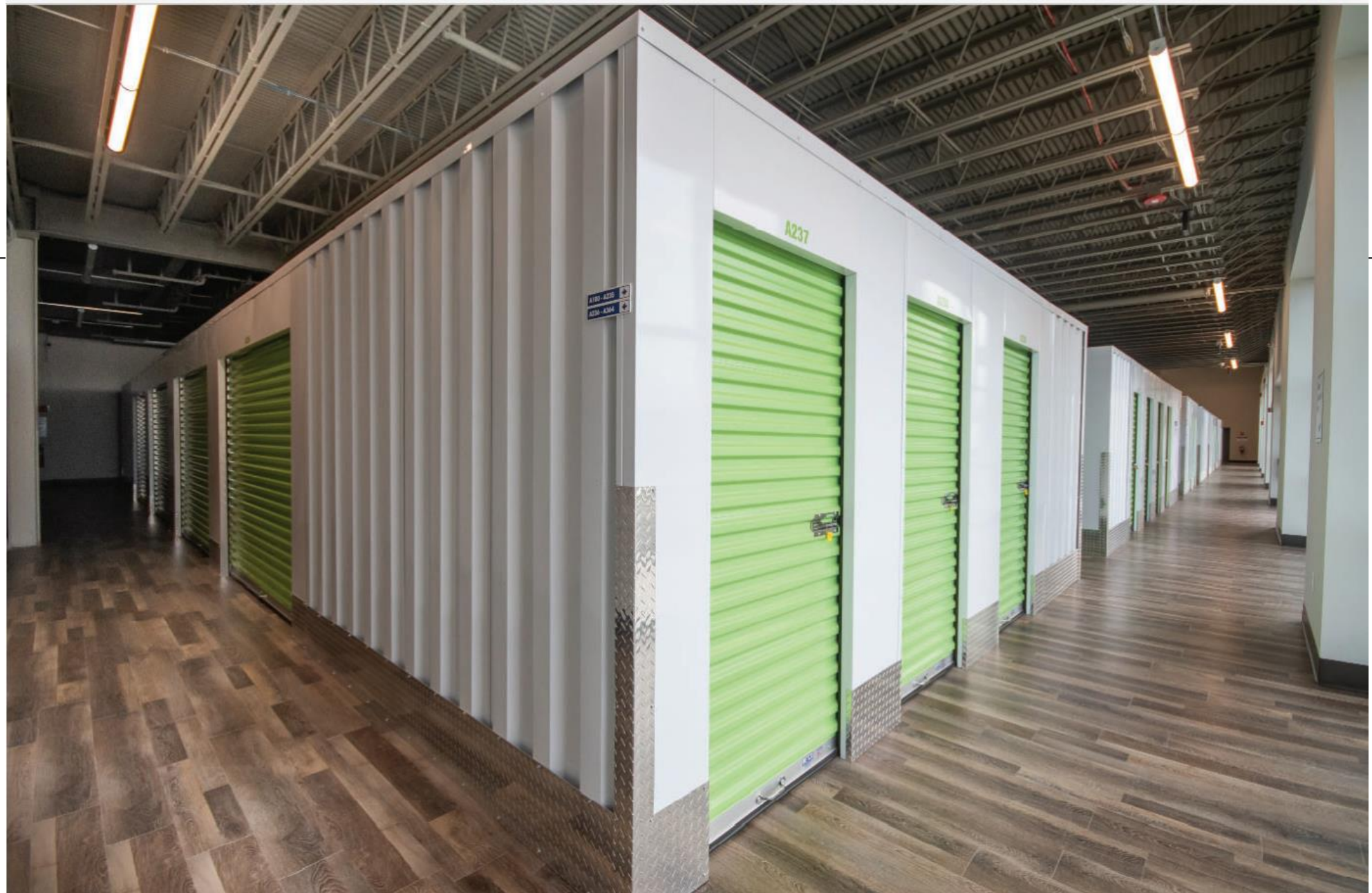
**EXTERIOR 3-D VIEW "A"**

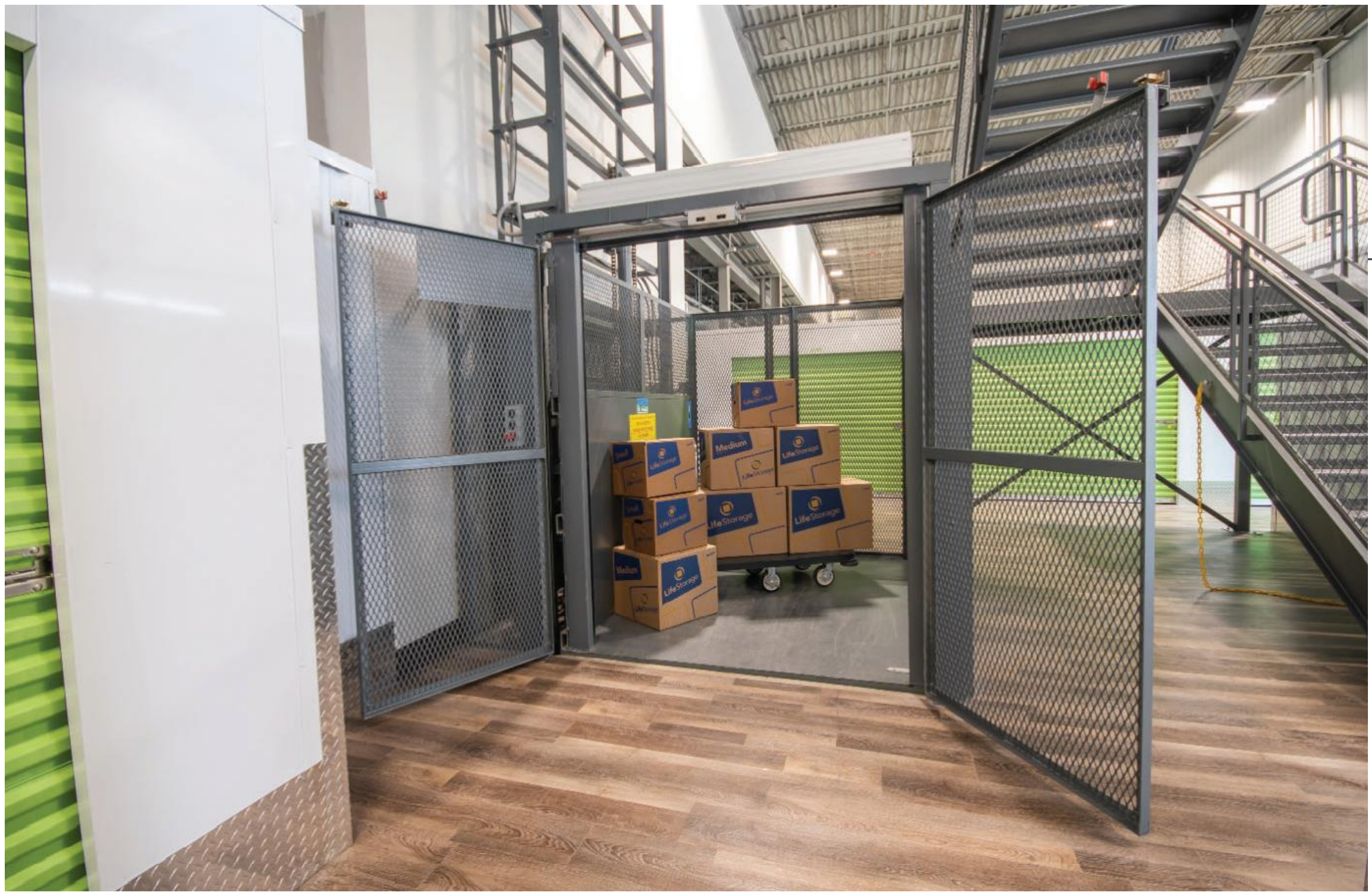
















Stained, dirty and exposed to the elements.....or protected, tidy and climate controlled? The decision is easy! We pride ourselves on providing peace of mind to our customers.

# Indoor Self-Storage's Appropriateness for Fort Atkinson's Comprehensive Plan

---

We feel that indoor storage aligns perfectly with your comprehensive plan and future land use goals and serves as a catalyst for other local businesses in the following ways:

- Promotes compact, mixed-use development while preserving land
  - We are creating space for 3 local businesses on a site that was previously 1 business. Revitalizing a vacant lot to avoid disturbing raw land and green space
- City expansion space is limited, this utilizes an existing corridor as requested
- We emphasize energy-efficiency and sustainable practices by utilizing LED lighting outside and motion-detected lighting inside along with multiple landscaping improvements, and minimal waste produced on site, in an effort to reduce our carbon footprint
- Enhances resident mobility by promoting biking and walking along Janesville Ave by extending the sidewalk across the front of the site
- Provides economic stimulation through tax revenue as well as servicing many local business and entrepreneurs – many of our business users are able to save on inventory/storage space with us and invest in other areas of their business
- Enhancing a key corridor of Fort Atkinson by improving and elevating the existing façade, adding greenery and repairing streetscape, while also utilizing existing signage to minimize additional site disturbance

# The Future of Big-Box Retail and Shopping Centers

---

- ❖ “25% of US Malls are projected to close within the next 3-5 years” – CNBC
- ❖ Big-box retail and shopping center developers had up until now been courting entertainment companies like Dave & Busters, iFly indoor skydiving, and large fitness facilities to lessen their dependence on shrinking anchor tenants (over 50,000 SF) but those businesses have also not fared well since the pandemic
- ❖ Office conversions such as executive suites and call centers were also popular redevelopment choices before COVID, but due to the growing trend of working from home, the industry is on pause with many companies shrinking their office footprint and reducing overhead costs.

# Example Case Studies

Our Manchester, NH facility is a great example of a successful conversion along one of the most heavily trafficked retail corridors in the state, adjacent to the Mall of New Hampshire.

---



Our redevelopment of the Swansea Mall in Massachusetts is an example of self-storage being incorporated into a mixed-use development adjacent to a hospital and medical office space.

---



# Former Dick's Sporting Goods and Furniture Store Akron, OH



470 NORTH COMMERCIAL STREET  
MANCHESTER, NH 03101

SELF STORAGE - AKRON, OHIO  
RENDERING

RENOVATING OF EXISTING BUILDING  
1900 BUCHHOLZER BLVD. AKRON, OH 44310  
9666 # 3/13/2020

SD-000

# Former Toys R Us Lafayette, IN

---



# Former Toys R Us Bradenton, FL

---



# Former Super Kmart Monroe, MI

---



# Existing Retail Plaza Bourne, MA

---





City of Fort Atkinson  
Engineer's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

## MEMORANDUM

**DATE:** July 20, 2021

**TO:** Fort Atkinson City Council

**FROM:** Andy Selle, P.E., City Engineer/Director of Public Works

**RE:** Review and possible action relating to an Internet Service Provider Proposal from WIN, LLC

---

### BACKGROUND

The City and the School District of Fort Atkinson have invested in the installation of fiber optic cable within the City over the last several years. Nearly all of this investment has been grant-funded. The fiber “backbone” (see Figure 1 below) links all City buildings and nearly all District buildings, providing broadband and reliable network access. On Figure 1, the green lines represent the infrastructure installed by the School District during phase 1 of this project. The red lines represent the infrastructure installed by the City within the last year as phase 2 of this project.

**Figure 1 – Location of Fiber Infrastructure in the City of Fort Atkinson**



## DISCUSSION

The City and the School District will both use the infrastructure but intend to contract with different internet providers so that the entities can “fail over” to each other in the case of an emergency or planned outage.

In order to find an internet provider, a Request for Proposals (RFP) was sent out to AT&T, Charter/Spectrum, and WIN. Only WIN provided a proposal. The proposal required the firm to provide strategy and pricing not only for the City, but also for businesses located within and along the “backbone” corridor. As a public/private partnership, the City would allow use of the City owned infrastructure by the successful bidder, to provide monthly, fee-based service, to businesses. Highlights of the WIN proposal are noted below. The full proposal is attached.

<ul style="list-style-type: none"><li>• 1G Symmetrical service to the City for \$1000/month</li></ul>	<ul style="list-style-type: none"><li>• Access to WIN network monitoring services</li></ul>
<ul style="list-style-type: none"><li>• 1G Symmetrical service to Business customers for \$1400-\$1750/month depending on term selected</li></ul>	<ul style="list-style-type: none"><li>• Access to WIN data centers for network storage</li></ul>
<ul style="list-style-type: none"><li>• Access to WIN 24/7 Network repair services (at City cost for repair)</li></ul>	

Staff would like the opportunity to discuss the proposal further with WIN in choosing the level of commitment and to seek additional benefits that a long term (5 year) commitment may provide. Staff would also like to work with the School District and WIN to determine additional efficiencies provided through this shared infrastructure.

## FINANCIAL ANALYSIS

The City currently spends approximately \$12,202.20/year on internet service far below the 1G service level. The proposal above would slightly decrease the cost of internet to at City facilities to \$12,000/year and opens a multitude of other benefits provided by high speed fiber. In addition to the reduced cost, higher speeds, opportunities for a community partnership with the School District, and other benefits, this proposal provides the opportunity for fiber to our businesses along the backbone route, and in particular the Klement Business Park, which currently has no options in place for broadband.

Table 1 shows the 2021 monthly cost of Charter Internet Service at the ten City facilities. The current monthly cost is \$1,016.85, and the annual cost is expected to be \$12,202.20.

Table 1: 2021 City of Fort Atkinson Charter Internet Monthly Costs				
Location	Download Speed	Upload Speed	Monthly Cost	Extras
800 Hackbarth Rd - Water Tower/Shop	200mbps	10mbps	\$89.99	
209 Merchants Ave - Library	100mbps	10mbps	\$109.99	
401 Whitewater Ave - Museum	100mbps	5mbps	\$84.99	
101 N Main St - City Hall	100mbps	5mbps	\$104.99	5 static ips
37 N Water St W - Water Utility	100mbps	5mbps	\$99.98	static I ip
124 Milwaukee Ave W - Fire Dept.	100mbps	10mbps	\$79.98	static ip
700 Jame Place - DPW Operations	120mbps	10mbps	\$129.99	
307 Roberts St - Senior Center	100mbps	10mbps	\$86.98	wifi
101 S Water St W - Police Dept.	100mbps	10mbps	\$104.98	5 static ips
1600 Farmco Ln - Wastewater Treatment	200mbps	10mbps	\$124.98	static I ip
		<b>Total Monthly Cost</b>	<b>\$1,016.85</b>	

Table 2 shows the proposed cost for the WIN Agreement for the next 36 months. The total monthly cost is \$1,000 for 1 GB download and upload speed. The annual cost for all City facilities would be \$12,000, for a savings of \$200.

Table 2: Proposed City of Fort Atkinson WIN Internet Monthly Costs			
Location	Download Speed	Upload Speed	Monthly Cost
800 Hackbarth Rd - Water Tower/Shop	1GB	1GB	\$100.00
209 Merchants Ave - Library	1GB	1GB	\$100.00
401 Whitewater Ave - Museum	1GB	1GB	\$100.00
101 N Main St - City Hall	1GB	1GB	\$100.00
37 N Water St W - Water Utility	1GB	1GB	\$100.00
124 Milwaukee Ave W - Fire Dept.	1GB	1GB	\$100.00
700 Jame Place - DPW Operations	1GB	1GB	\$100.00
307 Roberts St - Senior Center	1GB	1GB	\$100.00
101 S Water St W - Police Dept.	1GB	1GB	\$100.00
1600 Farmco Ln - Wastewater Treatment	1GB	1GB	\$100.00
		<b>Total Monthly Cost</b>	<b>\$1,000.00</b>

## RECOMMENDATION

Staff recommends the City Council authorize staff to perform additional due diligence and enter into a contract with WIN to provide broadband service on the City's fiber network for a minimum term of 36 months and a maximum term of 60 months. Staff will perform additional due diligence prior to contract execution and implementation and will keep the Council updated on progress toward the goal of "lighting up" the existing infrastructure.

## ATTACHMENT

WIN Proposal



## ENGINEERED TO SERVE

June 30, 2021

City of Fort Atkinson  
Mr. Andy Selle  
Via email: aselle@fortatkinsonwi.net

Re: RFP for Fiber Network Services (the "RFP")


Dear Mr. Selle:

Please accept this submission on behalf of WIN, LLC ("WIN") in response to the City of Fort Atkinson's RFP for Fiber Network Services. WIN is excited about the opportunity to provide the City of Fort Atkinson and its residents and businesses with WIN's highly reliable, low latency, well-connected Internet service. Having successfully partnered with a number of municipalities and quasi-governmental associations such as the City of Eau Claire, City of Janesville, Chippewa County, and Madison Unified Fiber Network we have the proven track record to deliver on the goals of the RFP to the City of Fort Atkinson.

Our team works hard to be on the leading edge of the ever-changing Internet landscape. We have worked with and continue to support a variety of projects involving customers in government, private business, and traditional telecom and Internet service providers. WIN is primarily a wholesale provider of fiber-based networking services to other telecom providers, including telephone companies, cable companies, cellular/wireless service providers, and Internet service providers. We are known for our flexibility, reliability, and responsiveness, which are all part of our "*Engineered to Serve*" philosophy and approach to exceeding our customers' expectations.

We at WIN look forward to the possibility of working with the City of Fort Atkinson and providing you with the most reliable Internet platform in the country!

Sincerely,

DocuSigned by:  
  
B36216C531724FE...  
Scott Hoffmann  
Chief Executive Officer

**Address**  
4955 Bullis Farm Road  
Eau Claire, WI 54701

**Phone**  
715-832-3750  
866-206-2027

**Web**  
info@wintechnology.com  
www.wintechnology.com



## ENGINEERED TO SERVE

### 1) Approach to Work

Simply put, WIN Technology knows how to construct and deliver high-speed, reliable, and affordable broadband to communities across Wisconsin – we have been doing it for over 20 years. Founded in 1997 and based in Eau Claire, Wisconsin, WIN Technology is a carrier-neutral telecommunications and managed services provider. Today, WIN Technology is owned by thirty-one Wisconsin-based independent telephone companies, many of which have provided progressive telecommunication services in rural areas of the state for over 100 years.

Over our twenty-four-year history, WIN Technology has built a 15,000-mile fiber optic network from which we provide a variety of services including dark fiber, carrier Ethernet services up to 400 Gbps, Internet connectivity, data center colocation, network monitoring and management, managed information technology support, and infrastructure as a service. As a testament to our success, WIN Technology provides network services to customers in each of the 72 Wisconsin counties, and received a customer satisfaction score of at least 9.3/10 for the last three years in a row.

Where WIN Technology does not have its own network, we partner with one of our member-owner companies and other trusted third party local loop providers to deliver single-source networking services and solutions to our customers. The fiber network and strategic partnerships WIN Technology has built are used to deliver direct Internet access via a highly reliable, low latency, well-connected Internet core network, one of the largest in the Midwest. We proactively seek out peering and transit routes to the rest of the Internet to continually improve the end users' experience – whether it is uploading photos, watching streaming video, working remotely, or simply sending an email – all the while making sure the WIN Technology network is secure and stable.

As a Wisconsin-based company, we also recognize the benefit of local support. WIN Technology's Network Management Center (NMC) is staffed locally 24x7x365 at the WIN headquarters in Eau Claire. All NMC staff are trained on all services and systems that we offer and are focused on the goal of "one call resolution." In addition to our automated alarm and notification systems, the NMC average answer time for a call is seven seconds and over 80% of trouble tickets opened are resolved by the same technician who answered the phone.

WIN Technology's experience and expertise make us uniquely situated to deliver the goals of the RFP for the City of Fort Atkinson.

**Address**  
4955 Bullis Farm Road  
Eau Claire, WI 54701

**Phone**  
715-832-3750  
866-206-2027

**Web**  
[info@wintechnology.com](mailto:info@wintechnology.com)  
[www.wintechnology.com](http://www.wintechnology.com)



## ENGINEERED TO SERVE

### 2) Examples of Work/References

WIN Technology prides itself on our motto – “*Engineered to Serve*” – and below are just three of many examples of how we have partnered with public entities to build, operate, design, or expand fiber connectivity to businesses and residences. Our outside plant engineering and construction team has decades of experience leading these efforts and ensuring on-time, on-budget completion.

1. Chippewa County. WIN Technology partnered with Chippewa County, Wisconsin to apply for and receive Wisconsin Public Service Commission funding to build reliable, high-speed, fiber-based broadband connectivity to two underserved commercial development areas in Chippewa Falls, Wisconsin. Specifically, through this partnership WIN was able to provide fiber connectivity within and between the state certified shovel ready Lake Wissota Business Park and the Riverside Industrial Park. The partnership served as a catalyst for the Business and Industrial Parks and was able to accommodate the growing broadband demand from public entities as well as current and prospective high-tech business park occupants and nearby residential areas. Additionally, the excess fibers are made available for use by other carriers to provide broadband to underserved areas.

*Contact:* Andy Bauer, Information Technology Director  
*Email:* abauer@co.chippewa.wi.us  
*Phone:* 715-726-7896

2. City of Dubuque. Since 2016, WIN Technology has been partnering with the City of Dubuque, Iowa to expand fiber networking offerings throughout their community. In conjunction with the City’s broadband expansion desires, WIN Technology constructed fiber optic facilities crossing the Mississippi River in Dubuque, to add broadband capacity to the City and provide an alternate fiber path out of the City to those of existing providers. In exchange, the City provides WIN Technology with access to its duct system to promote connectivity to the City’s business community. Because of WIN Technology and the City’s partnership and foresight, WIN’s expanded network design enables the City’s businesses and residents to have more provider options, lower rates, and better services.

*Contact:* Dave Lyons, Sustainable Innovation Consultant  
*Email:* davel@greaterdubuque.org  
*Phone:* 563-557-9049

3. City of Janesville. In 2020, WIN Technology partnered with and supported the City of Janesville’s successful application for a Wisconsin Public Service Grant. As a result, the City of Janesville will be able to expand their existing fiber network to commercial economic development zones which are under revitalization. WIN Technology’s outside plant team has played a critical role in designing network access points to maximize future fiber network expansions to fuel economic growth in underserved broadband areas for the business sector in the City of Janesville.

*Contact:* Gale Price, Economic Development Director  
*Email:* priceg@ci.janesville.wi.us  
*Phone:* 607-755-3059

#### Address

4955 Bullis Farm Road  
 Eau Claire, WI 54701

#### Phone

715-832-3750  
 866-206-2027

#### Web

info@wintechology.com  
 www.wintechology.com



## ENGINEERED TO SERVE

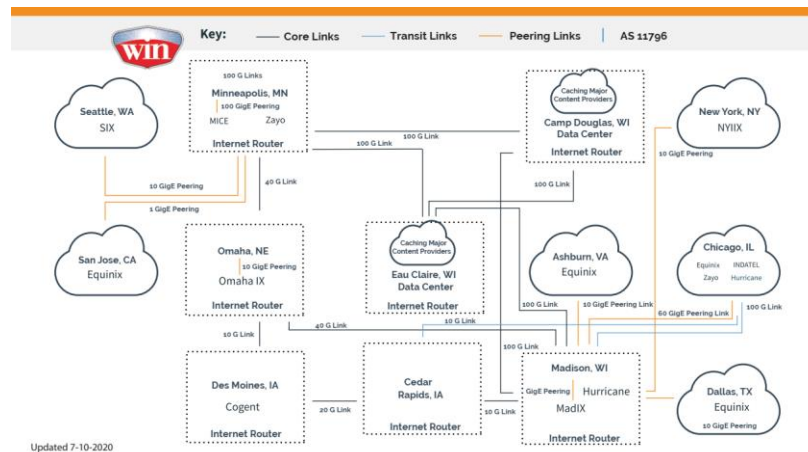
### 4. Scope of Work

WIN Technology has read and understands the RFP, and firmly believes it can meet and exceed each of the service aspects set forth by the City of Fort Atkinson in the Required Scope of Work section of the RFP.

In order for WIN Technology to best serve the City of Fort Atkinson's network and the businesses of Fort Atkinson we are requesting twelve fibers in the existing School District cables, twelve fibers in the existing City cables, and space to collocate equipment at the Police department. In exchange for the fibers and collocation space, WIN will monitor, dispatch, and restore the City Area Fiber Network. WIN Technology will monitor the cables that it has lit fibers in, and we are offering the School District and the City the opportunity to contact the WIN Network Operations Center for issues with sections outside of where WIN has lit fibers. When alerted, WIN Technology will dispatch personnel to investigate all alarms, and, if a cut is identified, WIN will deploy contractors to repair and restore services. On a time and materials basis, the City or School District would be responsible for the costs associated with repairs and restoration of City owned facilities. If the cut was caused by a third party the City or School District would work directly with that third party to obtain reimbursement for the damages.

#### *Internet*

WIN Technology's Core IP Network is owned and operated by WIN and operated by our Internet company, Airstream. It is a multi-homed, blended network with seven Internet drains across the country and eighteen peering locations providing for BGP routing and load balancing throughout. The WIN Technology Network offers data rates from 20 Mbps to 100 Gbps and on-net content including: Netflix Open Connect Appliances, Google Global Caches, Akamai caches, and Facebook caches. An engineering drawing of our Airstream Network is below. It demonstrates our autonomous system (AS) and our ability to peer with multiple providers for redundancy.



**Address**  
4955 Bullis Farm Road  
Eau Claire, WI 54701

**Phone**  
715-832-3750  
866-206-2027

**Web**  
info@wintechnology.com  
www.wintechnology.com



## ENGINEERED TO SERVE

WIN Technology will interconnect with the City of Fort Atkinson's network at the WIN handhole at the corner of Highway 26 and Business 26, as depicted on the map below:



**Address**  
4955 Bullis Farm Road  
Eau Claire, WI 54701

**Phone**  
715-832-3750  
866-206-2027

**Web**  
[info@wintechnology.com](mailto:info@wintechnology.com)  
[www.wintechnology.com](http://www.wintechnology.com)



## ENGINEERED TO SERVE

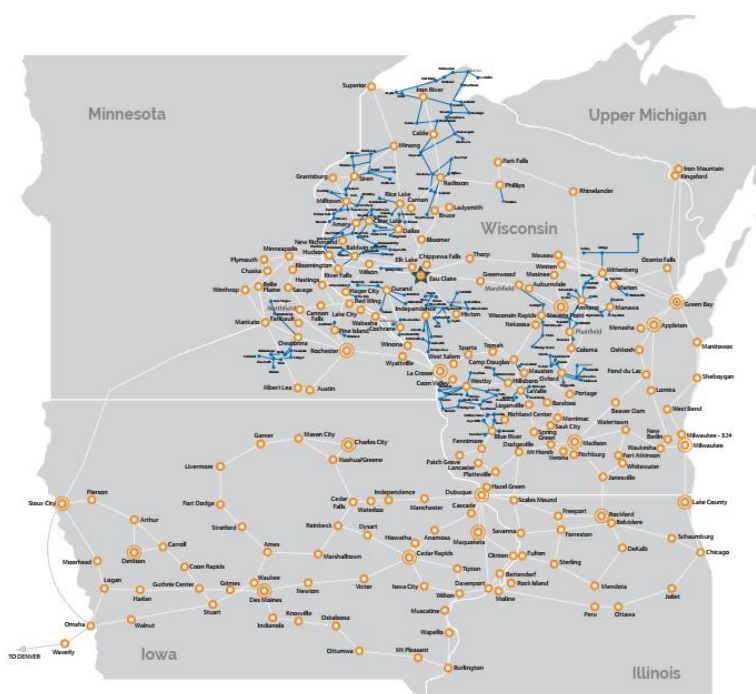
Once interconnected with WIN Technology the City of Fort Atkinson's network would be connected to the entire WIN network, including several Internet transit and peering interconnection points throughout the United States, in addition to major content provider caching servers located in the WIN Technology data centers in Wisconsin. Below is a map of the WIN Technology network:



### Network Map

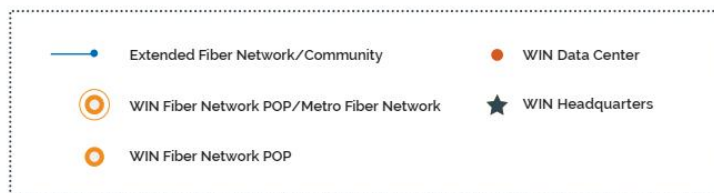


Engineered To Serve



#### Legend

[wintechnology.com](http://wintechnology.com)



#### Address

4955 Bullis Farm Road  
Eau Claire, WI 54701

#### Phone

715-832-3750  
866-206-2027

#### Web

[info@wintechnology.com](mailto:info@wintechnology.com)  
[www.wintechnology.com](http://www.wintechnology.com)



## ENGINEERED TO SERVE

The cost of bandwidth as presented in “Fee Proposal” is inclusive of Network Monitoring and Management Services, but does not include any lateral construction fees that may be necessary to reach a customer location. Additionally, WIN Technology can assist the City of Fort Atkinson and businesses with obtaining their own IP addresses.

### *Fiber Infrastructure Maintenance*

With over 80 years of industry experience, WIN Technology’s outside plant engineering and construction team leads our fiber construction efforts to ensure on-time, on-budget completion.

In compliance with the RFP, WIN Technology agrees:

- To utilize city conduit and fiber to deliver services to customers whenever possible;
- To be responsible for all preventative and restorative maintenance on facilities owned by WIN Technology; and
- To plan, build, and operate new fiber infrastructure extensions from the City of Fort Atkinson’s core network in compliance with City regulations.

### *Network Management and Monitoring Services*

As a Wisconsin-based company, we recognize the benefit of local support. WIN Technology’s Network Management Center (NMC) monitors all circuits across our network, as well as many third-party networks, and is staffed locally 24x7x365 at the WIN headquarters in Eau Claire. All NMC staff are trained on all services and systems that we offer and are focused on the goal of “one call resolution.” In addition to our automated alarm and notification systems, the NMC average answer time for a call is seven seconds and over 80% of trouble tickets opened are resolved by the same technician who answered the phone.

The WIN Technology Service Level Agreement includes the following time to repair (TTR):

Time To Repair	
Dispatch	TTR
No dispatch required	2 hours
On-site dispatch	4 hours

The NMC uses a variety of network monitoring tools that can support SNMP polling or SNMP log traps. The monitoring tools currently in use include PRTG and Zabbix. They use a five-minute poll to provide quick notification of any network event. The NMC will then notify customers based on their requested notification method, which can be via phone, email, or SMS text messaging. The NMC can create customized notifications to the customers’ needs based on the time of day or day of the week.

#### Address

4955 Bullis Farm Road  
Eau Claire, WI 54701

#### Phone

715-832-3750  
866-206-2027

#### Web

info@wintechnology.com  
www.wintechnology.com



## ENGINEERED TO SERVE

To ensure accurate tracking of service disruptions or outages, the NMC uses Kayako as a ticketing system that integrates with email to track all issues. Should an event occur, our standard procedure is to typically provide hourly updates either via email or phone call. This can be customized in both frequency and method to meet the customers' needs. Our NMC employees are experts in managing outages and impairments to service. We work with all necessary parties involved to provide resolution. When needed or requested, we open up conference bridges to bring the necessary resources into the conversation to allow for communication between all parties involved. Our approach to network management and monitoring is at the core of our *Engineered To Serve* philosophy.

### 5. Fee Proposal

With this RFP response, WIN Technology has outlined the services and associated pricing for businesses and the City of Fort Atkinson. All pricing has been estimated assuming the existing fiber design within the City of Fort Atkinson and the fibers on the provided route maps. Any additional pricing needed from WIN Technology for creation of additional fiber designs, new routes, or services not listed would be subject to a separate scope of work, and the discounted hourly rate for future design or other services would be \$125.00 per hour.

The *Pricing* section below sets forth the rates for the WIN Technology Internet services; however in addition to that pricing WIN Technology offers to provide the City at the City's Police Station 1Gbps of Dedicated Internet Access for \$1,000 per month over a 36-month agreement. In addition to offering this circuit to the City at a 40+% discount, WIN intends to offer the businesses of Fort Atkinson similarly aggressive pricing, with the hopes of providing more stable and reliable Internet connectivity to interested City businesses.

#### *Pricing*

Because not all connections are the same, we strive to be flexible with contract pricing to reflect specific needs at each connection point and assure the best fiscal budget fit for our customers. Invoicing can be structured to a combination of recurring and nonrecurring charge options with flexibility relative to monthly or annual billing of consolidated expenses. For connections that require lateral construction charges, we work with customers to arrange an upfront nonrecurring charge or spread out that upfront cost over the term of the service.

The City of Fort Atkinson						
<i>Fiber Symmetrical Direct Internet Access Per Month Pricing</i>						
	20Mb	50Mb	100Mb	200Mb	500Mb	1G
One Year Term	\$ 540	\$ 780	\$1,000	\$1,200	\$ 1,500	\$ 1,750
Two Year Term	\$ 500	\$ 715	\$990	\$1,050	\$ 1,350	\$1,600
Three Year Term	\$ 400	\$ 550	\$750	\$ 950	\$ 1,250	\$1,500
Five Year Term	\$ 350	\$ 500	\$700	\$ 900	\$ 1,200	\$1,400
<i>*Pricing assumes no additional construction needed</i>						

**Address**  
4955 Bullis Farm Road  
Eau Claire, WI 54701

**Phone**  
715-832-3750  
866-206-2027

**Web**  
info@wintechnology.com  
www.wintechnology.com



## ENGINEERED TO SERVE

Commercial/Business Users						
<i>Fiber Symmetrical Direct Internet Access Per Month Pricing</i>						
	20Mb	50Mb	100Mb	200Mb	500Mb	1G
One Year Term	\$ 540	\$ 780	\$1,000	\$1,200	\$ 1,500	\$ 1,750
Two Year Term	\$ 500	\$ 715	\$990	\$1,050	\$ 1,350	\$1,600
Three Year Term	\$ 400	\$ 550	\$750	\$ 950	\$ 1,250	\$1,500
Five Year Term	\$ 350	\$ 500	\$700	\$ 900	\$ 1,200	\$1,400
<i>*Pricing assumes no additional construction needed</i>						

### *Referral Program*

WIN Technology recognizes that our customers are often our best referral partners. Accordingly, we would be interested in a referral partner program with the City of Fort Atkinson that enabled the City to refer potential enterprise customers to WIN in exchange for invoice credits against services procured by the City.

### *Service Level Agreement*

A complete copy of the WIN Technology Managed Internet Transit Services (“MITS”) Service Level Agreement can be found at: <https://wintechnology.com/win-service-descriptions/>. One of the largest differentiating factors of WIN Technology from other telecommunication providers is the resiliency and stability of our network offerings. We understand the significant disturbance that Internet outages and distributions create, and accordingly we work with each customer to develop a circuit design that meets their needs. Depending on that service design, WIN Technology commits to circuit availability as high as 99.999% for diverse routes with a protected interface and 99.99% for non-diverse unprotected interface routes.

### *Data Center*

Unlike many other Internet service providers, WIN Technology owns and operates multiple data centers across the Midwest. This combination allows many customers to seamlessly integrate their Internet service with a data repository.

#### Address

4955 Bullis Farm Road  
Eau Claire, WI 54701

#### Phone

715-832-3750  
866-206-2027

#### Web

info@wintechnology.com  
www.wintechnology.com



## ENGINEERED TO SERVE

### 6. Schedule

WIN Technology has longstanding relationships with premier construction contractors and telecommunications vendors. These relationships, forged over many years, enable WIN Technology to commit to and oftentimes exceed construction and service delivery deadlines.

Should WIN Technology be awarded this RFP and allotted fibers within the City's network, we will deliver a specific project timeline for each desired service location. Generally speaking, after an award is made and any service agreements are finalized, WIN Technology proposes to have all necessary splicing to interconnect our networks completed within 30 days and the provision of Internet within one week after splicing.

#### Address

4955 Bullis Farm Road  
Eau Claire, WI 54701

#### Phone

715-832-3750  
866-206-2027

#### Web

info@wintechology.com  
www.wintechology.com



City of Fort Atkinson  
Engineer's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

## MEMORANDUM

**DATE:** July 20, 2021

**TO:** Fort Atkinson City Council

**FROM:** Andy Selle, P.E., City Engineer/Director of Public Works

**RE:** Review and possible action relating to requested proposals for management services for the City's Community Development Block Grant (CDBG) – Close Grants

---

### BACKGROUND

The City has been awarded two CDBG-Close grants. One for the acquisition and demolition of the Loeb-Lorman Property, and another for the installation of new water main south of Rockwell Ave. Total project costs are in excess of \$3 million dollars. At the suggestion of the state DOA, the City has requested proposals from firms to help manage the significant accounting and reporting requirements associated with administering the grants.

### DISCUSSION

The request for proposals was sent to five firms. Only two provided proposals, SEH Inc and MSA. The City has worked with both firms in the past. The proposals were nearly identical in the depth of experience and scope of work. However, MSA was cheaper on the cost proposal by just over \$15,000, providing their firm a competitive edge.

### FINANCIAL ANALYSIS

The grant award will pay for the costs associated with the proposal.

### RECOMMENDATION

Staff recommends the City enter into a contract with MSA Professional Service in an amount not to exceed \$34,616, which will be funded through the CDBG Close grants.

### ATTACHMENTS

MSA Proposal; SEH Proposal; Selection Matrix

MSA Professional Services, Inc.  
11 E Marshall Street, Suite 201  
Rice Lake, WI 54868  
(715) 304-0303  
drasmussen@msa-ps.com



PROPOSAL TO PROVIDE  
MANAGEMENT SERVICES FOR  
**CDBG Close Program**



Photo courtesy of: <https://fortchamber.com/>

PREPARED FOR:  
CITY OF FT. ATKINSON

DUE BY:  
JULY 7, 2021





July 7, 2021

Andy Selle, Engineer/ DPW  
City of Fort Atkinson, WI  
101 North Main Street  
Fort Atkinson, WI 53538

Re: Proposal to Provide Management Services for CDBG Close Administration

Dear Andy,

Project success depends on more than just technical skills. Financing can be just as much of a challenge as planning for and designing public buildings or infrastructure. MSA Professional Services, Inc. (MSA) takes some of the burden off clients by finding funding opportunities, coordinating applications and fulfilling the requirements of funding agencies. MSA has assembled a team that has the experience, expertise and capacity to put the City in the best position for a successful CDBG grant administration.

**Some benefits for you include:**

- A successful history of securing and administering CDBG grant funds for our client communities.
- A good relationship with Division of Energy, Housing and Community Resources (DEHCR) staff, so that we know and understand their "hot buttons" when it comes to administering similar projects.
- Successful project management and administration of similar type projects (infrastructure and blight removal).

We look forward to continuing our relationship with the City and discussing this project further. As always, if any questions arise during review of this proposal, or additional information is desired by staff or council, please contact me directly at (715) 304-0303 or drasmussen@msa-ps.com.

Sincerely,  
MSA Professional Services, Inc.

A handwritten signature in black ink, appearing to read "D. Rasmussen".

David Rasmussen  
Project Manager

A handwritten signature in black ink, appearing to read "Kevin Lord".

Kevin Lord, PE, PLS  
Client Liaison

## **MSA PROFESSIONAL SERVICES, INC.**

11 E Marshall Street, Suite 201 | Rice Lake, WI 54868

Contact: David Rasmussen  
Phone: (715) 304-0303  
Email: [drasmussen@msa-ps.com](mailto:drasmussen@msa-ps.com)  
Website: [www.msa-ps.com](http://www.msa-ps.com)



## TABLE OF CONTENTS

---

### LETTER OF INTEREST

An introduction to our team and qualifications

### PROJECT APPROACH

Our plan to complete your project

### PAST PERFORMANCE | REFERENCES

A summary of who we are and what we do, representative projects and references

### PROJECT SCOPE

Our outline of the projects' expectations

### FEE PROPOSAL

Estimated hours for key personnel

### SCHEDULE

Our plan to complete key milestones

1

8

9

11

## PROJECT APPROACH

Working in conjunction with the City of Fort Atkinson, MSA agrees to provide services for CDBG-CLOSE administration for the neighborhood water main replacement and street reconstruction project and the blight elimination / redevelopment of property located at 115 Lorman Street and 600 Oak Street.

MSA has extensive experience with the CDBG program. Since 1977, MSA has secured more than \$140 million in CDBG funding for our client communities. These have included projects that incorporate improvements to public facilities, community facilities, public facilities for economic development (PFED), housing, and emergency assistance.

Throughout the past five years, MSA has secured more than \$43.9 million for municipal clients in CDBG-Public Facilities, CLOSE, and PFED funding. These dollars will support water, sewer, stormwater and road improvement projects as well as community facilities for our client communities.

MSA's Funding team offers unrivaled experience in providing CDBG-PF/CLOSE grant administration services to client communities in the state of Wisconsin. We provide full grant administration services, including grant agreement negotiations, environmental review, procurement, labor standards compliance, semi-annual reporting, equal opportunity monitoring, grant monitoring and closeout in accordance with the latest CDBG Implementation Handbook.

### FAST FACTS

**\$140 million:** CDBG funding MSA has secured for client communities since 1977.

**Over \$34.2 million:** CDBG-PF and CLOSE funding secured for MSA clients in 2020.



## MSA'S PAST PERFORMANCE/ EXPERIENCE WITH CDBG PROGRAM

The table on the next page provides "findings/concerns" the Wisconsin Department of Administration (DOA) had after monitoring our 2018 CDBG-PF projects. These findings/concerns have been resolved.

MSA's Funding team has long been involved with the CDBG program. As a leader in the CDBG program, MSA regularly attends CDBG trainings sponsored by the Wisconsin Department of Administration (DOA) and has continually provided input to the state and HUD on behalf, and in support of governments across Wisconsin.



## CDBG-PF AND CLOSE APPLICATION EXPERIENCE

Community	Project Description	Total Project Costs	CDBG-PF	CDBG-Close	
2020-21 CDBG-PF & CLOSE Applications & Applications					
City of Antigo	Street & Utility Reconstruction	\$1,920,526	\$1,000,000		
Village of Bangor	Downtown Revitalization	\$4,456,655		\$1,400,000	
City of Beaver Dam	Street & Utility Reconstruction	\$3,044,000		\$500,000	
City of Barron	Street & Utility Reconstruction	\$2,187,200	\$1,000,000		
Village of Deer Park	Storm Water Improvements	\$860,517	\$573,678		
City of Eagle River	WWTP & Lift Station Upgrades	\$1,828,000	\$1,000,000		
City of Fox Lake	Street & Utility Reconstruction	\$1,005,237	\$703,491		
Village of Kendall	Well & Well House	\$1,500,000	\$1,000,000		
City of Elkhorn	Senior Citizen Center & ADA Improvements	\$1,640,050			
City of Elroy	WWTP Upgrades & Floodproofing	\$1,276,336		\$125,217	
Fond du Lac County	Town of Taycheedah - Road Improvements			\$599,950	
Fond du Lac County	Village of Campbellsport - Street Utility Imp.	\$724,343		\$600,000	
City of Horicon	Street & Utility Reconstruction	\$749,483		\$592,717	
Village of Howard	Slum & Blight Elimination	\$886,180		\$886,180	
City of Juneau	Street & Utility Reconstruction	\$703,297		\$253,936	
City of Mauston	Street & Utility Reconstruction	\$488,300		\$411,689	
City of Omro	Well & Well House	\$1,848,918	\$1,000,000	\$130,000	
City of Park Falls	Street & Utility Reconstruction	\$3,256,387	\$1,000,000		
City of Ripon	Street & Utility Reconstruction	\$2,200,000	\$1,000,000		
City of Shawano	Downtown Revitalization	\$1,527,598	\$1,000,000	\$507,598	
City of Shawano	Street & Utility Reconstruction	\$449,767		\$425,000	
Taylor County	Homeless Shelter	\$320,000		\$320,000	
City of Wisconsin Dells	Street & Utility Reconstruction	\$232,866		\$132,782	
Totals		\$36,603,660	\$9,277,169	\$9,092,493	\$18,369,662
2019 CDBG-PF & CDBG-CLOSE Applications & Administration					
City of Amery	Downtown Revitalization	\$2,800,000	\$1,000,000		
City of Antigo	Street & Utility Reconstruction	\$4,753,233		\$1,495,873	
City of Beaver Dam	Street & Utility Reconstruction	\$3,060,343	\$1,000,000		
Florence County	Industrial Development	\$644,080		\$420,000	
Village of Frederic	WWTP & Sanitary Sewer Upgrades	\$1,850,000	\$1,000,000		
City of Princeton	Street & Utility Reconstruction	\$1,362,572	\$540,000		
Village of Randolph	Street & Utility Reconstruction	\$904,995	\$603,000		
Village of Siren	Street & Utility Reconstruction	\$1,677,175	\$1,000,000		
Village of White Lake	New Fire Station	\$1,850,000	\$1,000,000		
City of Hillsboro	WWTF Improvements	\$957,000		\$289,781	
City of Juneau	Street Improvements	\$703,297		\$253,361	
Totals		\$20,562,695	\$6,143,000	\$2,459,015	\$8,602,015
2018 CDBG-PF & CDBG-CLOSE Applications & Administration					Findings/Concerns
City of Augusta	Downtown Revitalization	\$3,894,000	\$500,000		1/0
Village of Bangor	Street & Utility Reconstruction	\$883,872	\$441,936		Monitoring in Process
Village of Boyceville	Downtown Revitalization	\$1,297,422	\$500,000		2/0
City of Clintonville	Street & Utility Reconstruction	\$1,626,000	\$500,000		0/1
City of Colby	Well Improvements	\$814,925	\$400,000		Monitoring in Process
City of Crandon	Street & Utility Reconstruction	\$1,207,838	\$500,000		Monitoring in Process
Village of Gilman	Library Expansion	\$600,000	\$300,000	\$300,000	Monitoring in Process
Village of Oakfield	Street & Utility Reconstruction	\$1,931,600	\$500,000	\$1,000,000	1/0
Village of Rothschild	Street & Utility Reconstruction	\$738,588	\$369,294		0/0
Village of Somerset	Well Improvements	\$1,355,810	\$500,000		1/0
City of Wautoma	Street & Utility Reconstruction	\$689,125	\$500,000		Monitoring in Process
Totals		\$15,039,180	\$5,011,230	\$1,300,000	\$6,311,230
Grand Totals		\$58,512,913	\$20,431,399	\$6,116,613	\$26,548,012

## MSA'S CDBG-CLOSE SUCCESS



### CITY OF SHAWANO, WI

The City of Shawano found itself to be in a unique situation in 2019. The DOA had just come to agreement with HUD to liquidate Wisconsin's CDBG-ED Revolving Loan Funds Program, and at the same time, the American Census Survey data shifted the majority of Shawano's populace into a category of "Low-Moderate-Income" (LMI) households. These two major shifts created an opportunity that the City could capitalize on.

MSA consulted with the City on various uses for the fund and ways that they would be able to potentially complete projects that had already been in the conceptual stage. One of these projects was the construction of a downtown open-air plaza. The City's 2018 Downtown Master Plan identified a priority to increase foot traffic in the downtown area. The goal was to broaden the appeal of the downtown shopping experience. The Shawano downtown area had always been known for having loyal patrons and the ability of attracting tourism shoppers. However, the construction of much-needed "super stores" and the aging of the downtown district was having an adverse effect on patron use. The Downtown Master Plan identified that an open-air plaza could create a more pleasing atmosphere and reinvestigate the "Downtown Experience."

The CDBG-PF and CDBG-CLOSE program was identified as the mechanism that could make this project possible with little or no cost to the residents of Shawano. The City's CDBG-RLF account liquidation opened the door to financing the project. MSA worked to create a modern, accommodating conceptual

design for the plaza. The plan would allow for the removal of two condemned, unsafe, previous business buildings and create a connection between the newly constructed Franklin Public Park and the downtown. The plaza will allow for new user amenities, a shaded area, display and performance areas, and most of all, an inviting environment that will allow visitors to relax and enjoy their surroundings.

There were other options to finance the project, but the most appealing was an approach that MSA found successful in other communities. The City would dedicate the new CDBG-CLOSE grant opportunity of slightly more than \$500,000 toward the project and also complete a 2020 CDBG-PF grant application. The idea being that the CDBG-PF grant could provide up to \$1,000,000. The CDBG-PF grant would require a 1/3 match amount of approximately \$500,000, which would be covered by the City's CDBG-CLOSE account that had to be liquidated. The City was awarded the annual competitive CDBG funding and the end result was that the City is able to fund 100% of the projects \$1.5 million cost. The residents, users, and tax base will not be affected!

### CLIENT REFERENCE

#### EDDIE SHEPPARD, CITY ADMINISTRATOR

127 South Sawyer Street, Shawano, WI 54166

(715) 526-6138, [esheppard@cityofshawano.com](mailto:esheppard@cityofshawano.com)

## MSA'S CDBG-CLOSE SUCCESS



### VILLAGE OF OAKFIELD, WI

The Village of Oakfield, like many other small communities, continues to struggle with ways to finance street and utility projects. As municipal revenues stay level or increase slightly each year, the cost of making needed street and infrastructure improvements continues to rise and out-pace those revenues.

The most critical street and utility need in the Village of Oakfield pertained to a section of North Main Street from Church Street to the northern limits of the Village. North Main Street is also County Trunk Highway Y. Fond du Lac County had scheduled to improve CTH Y in 2019 and the Village needed to replace the utilities under this street.

In 2018, the Village of Oakfield turned to MSA for assistance. The Village, with MSA's assistance, conducted an income survey of the households along North Main to determine eligibility for the Community Development Block Grant for Public Facilities (CDBG-PF) program. The results of the survey indicated that the Village did qualify, and with MSA's assistance, submitted a grant application

which was awarded that summer. The project was \$1.9 million and the Village received CDBG-PF funds amounting to \$500,000. The Village was left with funding the project at \$1.3 million.

In the fall of 2018, the Department of Administration rolled out the CDBG-CLOSE program. Fond du Lac County had approximately \$2.1 million available for projects. The portion of CTH Y (N. Main Street) in the Village of Oakfield qualified for CDBG-PF, and in April of 2019, Fond du Lac County approved allocating \$1.0 million of their CDBG-CLOSE funds to the Village of Oakfield North Main Street and Utility Project.

### CLIENT REFERENCE

#### MIRIAM THOMAS, CLERK/TREASURER

130 North Main Street, Oakfield, WI 53065  
(920) 583-4400 mthomas@villageofoakfield.com



## MSA'S CDBG-CLOSE SUCCESS



### NORTH SPRING STREET CRS, BEAVER DAM, WI

Undersized, aging, deficiencies, crumbling, back-ups, and breaks were all words used to describe the infrastructure along Spring Street in the City of Beaver Dam. The sanitary sewer, water mains and storm sewer systems were constructed in 1932 and 1933. The PASER Rating for the road was a 2. The City held this project in high priority, but with a price tag of over \$3,000,000, the community knew they needed to secure funding to push this project forward.

An income survey was conducted in 2019 to determine eligibility for the Community Development Block Grant for Public Facilities (CDBG-PF) program. The results of the survey indicated that the City did qualify, and with MSA's assistance, submitted a grant application which was awarded that summer. The City and MSA also worked to submit an application for the DNR's Clean Water Fund (CWF) program to assist with costs related to the sanitary sewer. In all, the project came in at \$3.1 million. The City received CDBG-PF funds for \$1,000,000, DNR CWF Principal Forgiveness of about \$235,000, and DNR CWF loan for about \$750,000,

leaving the remaining \$1.115 million to be covered by the General Fund and Water Revenues.

As Municipal Advisors, MSA presented Beaver Dam with a variety of funding opportunities and combinations. In the end, Beaver Dam selected the best option for them. By combining funding sources the City was able to obtain grants and loans that make this project affordable for them. Although combining funding sources can be a challenge, MSA has a long history bringing agencies and funding requirements together, making the process more efficient and successful for our clients.



### CLIENT REFERENCE

#### ZAK BLOOM, DIRECTOR OF ADMIN./CITY CLERK

205 South Lincoln Avenue, Beaver Dam, WI 53916  
(920) 887-4600 [zbloom@cityofbeaverdam.com](mailto:zbloom@cityofbeaverdam.com)

## MSA'S CDBG-PF SUCCESS

**2018 STREET AND UTILITY RECONSTRUCTION, EAGLE RIVER, WI**

The downtown streets and utilities within the City of Eagle River were in need of repair and updating. MSA worked with the City and provided planning, design services, construction services, and funding administration services for the reconstruction of nine downtown City blocks. The project included portions of 6th Street, Division Street, Main Street, River Street, Sheridan Street and Court Street.

Our funding experts at MSA assisted the City with grant applications and administration with the Department of Administration CDBG Grant Program and USDA-Rural Development Rural Utilities.

The project included the following services:

- Topographic Survey
- Urban and Rural Street Design
- Sanitary Sewer Design:
  - Forrest Street Main Lift Station Design
  - River Street Lift Station Design
- Water Main Design
- Storm Sewer Design
- Streetscaping Design
  - Sidewalk
  - Boulevards
  - Parking
- Public Involvement
- Utility Coordination
- Construction Management

**CLIENT REFERENCE****JOE LAUX, CITY ADMINISTRATOR**

P.O. Box 1269, Eagle River, WI 54521  
(715) 479-8682 administrator@ci.eagle-river.wi.us

## MSA'S CDBG-CLOSE SUCCESS



### FOND DU LAC COUNTY, WI

MSA helped the County in identifying projects that fit the grant eligibility requirements. The first project MSA identified is allowing the County an opportunity to pay for a portion of the reconstruction costs of the County Trunk Highway Y project that passes through an incorporated municipality. The funds expended by the County will also meet the “match” requirements of the local municipality’s street and utilities project, which had previously been approved as a CDBG-PF/CLOSE grant project.

**RESULT:** The County will save between \$400,000 and \$500,000 in previously budgeted dollars. The municipality will reduce their cost of the scheduled project by \$500,000. The County still has an available grant fund of \$1,200,000 for other County Trunk Highway projects that MSA will assist in identifying.

## CONTACT | REFERENCES

### Fond du Lac County, WI

#### ERIN GERRED, DIRECTOR OF ADMINISTRATION

(920) 929-3156

[erin.gerred@fdlco.wi.gov](mailto:erin.gerred@fdlco.wi.gov)

### Village of Oakfield, WI

#### MIRIAM THOMAS, CLERK

(920) 583-4400

[mthomas@villageofoakfield.com](mailto:mthomas@villageofoakfield.com)

### City of Shawano

#### EDDIE SHEPPARD, CITY ADMINISTRATOR

(715) 526-6138

[esheppard@cityofshawano.com](mailto:esheppard@cityofshawano.com)

### City of Elkhorn

#### JAMES HEILMAN, CITY ADMINISTRATOR

(262) 723-2219

[JHeilman@cityofelkhorn.org](mailto:JHeilman@cityofelkhorn.org)

## SCOPE OF WORK

### CDBG Administration

MSA proposes to provide administrative assistance services to the City/owner in accordance with the Wisconsin Department of Administration's (DOA) current CDBG Implementation Handbook. MSA understands that contracting assistance with the Department of Administration, including pre-agreement documents, and environmental review documentation has been completed by the City for each project. Administrative services are outlined as follows:

#### A. Recordkeeping – CDBG Program and Project Files:

- Establish and Maintain CDBG Program Administration Files.

#### B. Financial Management Assistance:

- Establish the Grant Account according to 24 CFR 570.497 and Treasury Circular 1075.
- Request fund according to Federal Attachment O, OMB Circular A-102 and Treasury Circular 1075.
- Establish system to handle program income according to CFR 570.494 Attachment E, OMB Circular A-102.
- Maintain financial records as required in Circular A-87;
- Attachments C, G and H, OMB Circular A-102.
- Assist City in the financial management of accounts, maintaining required financial journals, requesting funds, and disbursement funds (all checks reviewed and approved by City prior to disbursement). Owner will cut all checks to be disbursed by CDBG program.
- Advise City to schedule/conduct "single audit(s)" as may be required by CDBG program.

#### C. Provide assistance to the City/owner to satisfy Equal Opportunity Requirements:

- Develop and maintain demographic profiles of the community by census data - relating to race, ethnicity, sex, age and head of households.
- Develop and maintain racial, ethnic, gender, age and handicap data showing in the extent to which these categories of persons have participated in, or benefited from, CDBG programs and activities.
- Document all equal opportunity-related activities including compliance monitoring.
- Include all applicable equal opportunity language in bidding specifications and contract documents.
- Complete and submit the required equal opportunity reports.

#### D. Provide assistance to City to satisfy Federal Labor Standards Requirements as detailed in Section 4:

- Establish and monitor Project Construction/Labor Standards Compliance files for Prime Contractor and Subcontractors.

#### E. DOA Reporting Monitoring Assistance:

- Prepare and submit semi-annual reports to DOA, including Section 3 Reports, Equal Opportunity/Minority Business

Enterprise/Woman Business Enterprise (MBE/WBE) compliance reports.

- Prepare Self-Monitoring Checklist on behalf of the City and respond to any monitoring findings/concerns as needed.

#### F. Citizen Participation Compliance Assistance:

- Attend/conduct required citizen participation hearing to provide the public with information regarding the CDBG program (near project completion).

#### G. Assist with Close-Out of CDBG Program:

- Advise owner to schedule/conduct final "single audit."
- Submit the final report.
- Submit the Certificate of Completion.
- Submit the final report. Submit the Minority Business Enterprise/Women Business Enterprise Contractor Subcontractor Record.

#### H. Attend City of Fort Atkinson Common Council meetings as necessary for the CDBG Projects.

### Additional CDBG Scope Items Available

MSA has additional services available to assure the success of the City's CDBG-CLOSE project. Any CDBG-PF or CLOSE project typically involves one or all of these disciplines. We are a "one-stop shop" for your project. These following services are available, at an additional fee, should the City choose to go that route:

#### A. Acquisition Services

If CDBG-CLOSE funds are used for the acquisition (even donation) of buildings or for easements (including temporary construction) or right-of-way, federal and state regulations must be followed. Failure to follow these requirements can jeopardize your funding. MSA has an acquisition team that assures compliance with these regulations.

#### Engineering Services

MSA can provide engineering services related to design and construction services in conjunction with the waret wain replacement project and the blight removal project.

## KEY STAFF HOURLY RATES

### CITY OF FORT ATKINSON - DEMOLITION PROJECT

PERSONNEL	City of Fort Atkinson	Dave Rasmussen	Jennifer Trader	Kianna Lindh	FEE PER TASK**	HOURS PER TASK
HOURLY RATE*		\$164	\$90	\$90		
TASK/ACTIVITIES						
CDBG Contracting & Amendments	City				\$0	0
Record Keeping				4	\$360	4
Environmental Review	City				\$0	0
Citizen Participation/Fair Housing				4	\$360	4
Federal Labor Standards Compliance			40		\$3,600	40
CDBG Reporting			12	12	\$2,160	24
DEHCR Monitoring				12	\$1,080	12
Financial Management		20		20	\$5,080	40
CDBG Provisions - Bidding Documents			4		\$360	4
Project Closeout		2		16	\$1,768	18
<b>Total Hours</b>		<b>22</b>	<b>56</b>	<b>68</b>	<b>\$14,768</b>	<b>146</b>

\* Hourly Rates are effective through 2021.

\*\* Fees include all reimburseable expenses.

**Please Note: Additional Charge for Engineering Firm other than MSA is \$2,500 for engineer coordination.**

#### Additional Services

Environmental Review	TBD (Hourly)
Acquisition Services	TBD (Hourly)

## KEY STAFF HOURLY RATES

## CITY OF FORT ATKINSON - NEIGHBORHOOD PROJECT

PERSONNEL	City of Fort Atkinson	Dave Rasmussen	Jennifer Trader	Kianna Lindh	FEE PER TASK**	HOURS PER TASK
HOURLY RATE*		\$164	\$90	\$90		
TASK/ACTIVITIES						
CDBG Contracting & Amendments	City				\$0	0
Record Keeping				4	\$360	4
Environmental Review	City				\$0	0
Citizen Participation/Fair Housing				4	\$360	4
Federal Labor Standards Compliance			60		\$5,400	60
CDBG Reporting			12	12	\$2,160	24
DEHCR Monitoring				12	\$1,080	12
Financial Management		40		20	\$8,360	60
CDBG Provisions - Bidding Documents			4		\$360	4
Project Closeout		2		16	\$1,768	18
<b>Total Hours</b>		<b>42</b>	<b>76</b>	<b>68</b>	<b>\$19,848</b>	<b>186</b>

\* Hourly Rates are effective through 2021.

\*\* Fees include all reimburseable expenses.

**Please Note: Additional Charge for Engineering Firm other than MSA is \$3,000 for engineer coordination.**

**Additional Services**

Environmental Review TBD (Hourly)

Acquisition Services TBD (Hourly)



IT'S MORE THAN A PROJECT. IT'S A COMMITMENT.

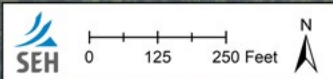
Management Services for CDBG Close Program | Ft. Atkinson, WI | July 7, 2021



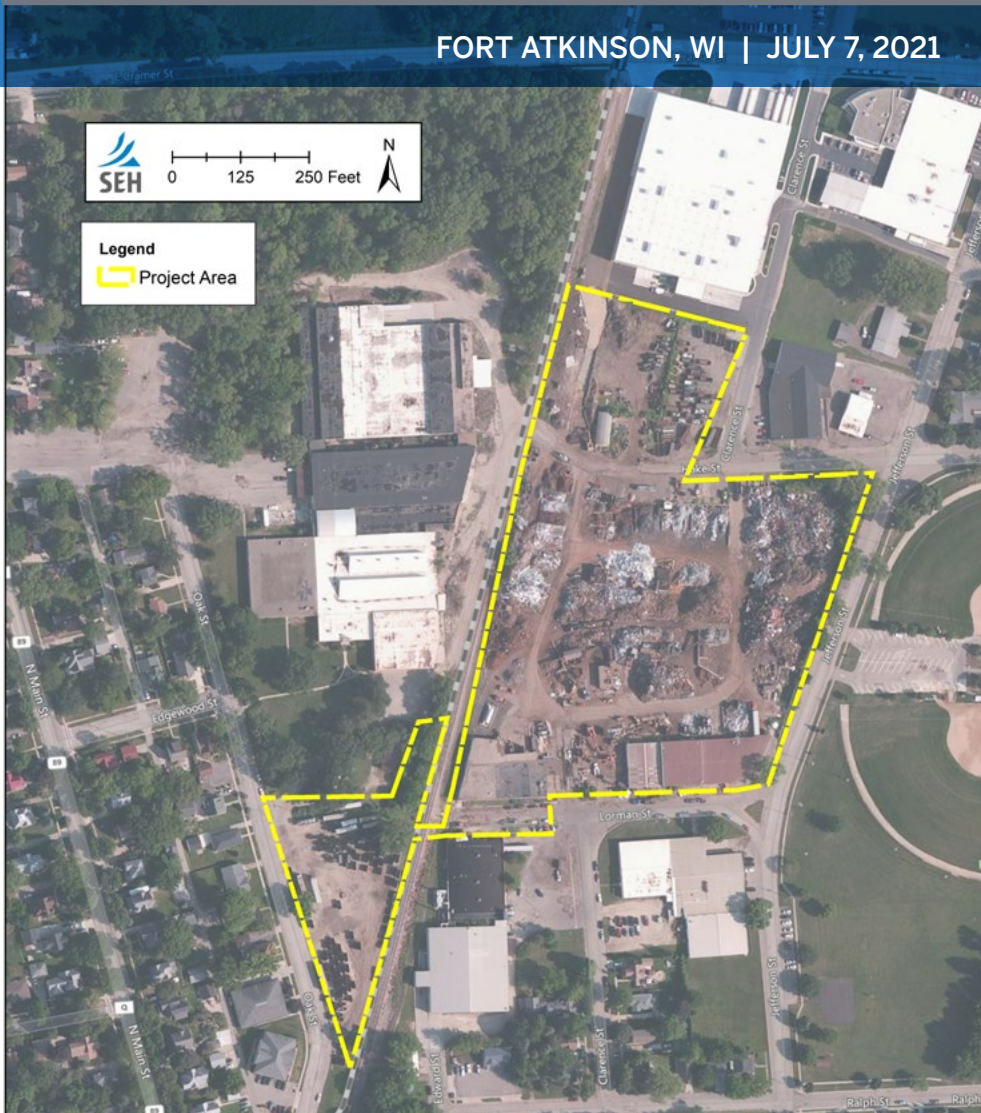
PROPOSAL FOR PROFESSIONAL SERVICES

# CDBG Management Services

FORT ATKINSON, WI | JULY 7, 2021



Legend  
Project Area



Building a Better World  
for All of Us®

Engineers | Architects | Planners | Scientists

July 7, 2021

Andy Selle  
920.563.7760  
aselle@fortatkinsonwi.net



Building a Better World  
for All of Us®

## RE: CDBG Management Services

Dear Members of the Selection Committee,

As the City of Fort Atkinson plans important community projects involving blight elimination and water main replacement, it's taking major steps to enhance the quality of life in the community. The City must carefully plan these projects, and procuring and implementing funding like the Community Development Block Grant - CLOSE Program (CDBG-CLOSE) is vital for project success.

To properly administer these grants, it's important to have the right consultant team in place – one that has significant experience navigating this specific process and understands the goals of the community. In this capacity, the Short Elliott Hendrickson Inc. (SEH®) team is prepared and eager to work alongside the City to satisfy grant agreement obligations. SEH's Funding Team is highly experienced with this program, and we're excited for the opportunity to partner with Fort Atkinson to successfully administer these funds. Much like we've done for several other communities, SEH can provide grant application and administration expertise that will support the realization of Fort Atkinson's goals.

**Deep understanding of community goals.** SEH has worked alongside the City of Fort Atkinson on various engineering and planning projects, and our team is well-positioned to build on past project success for this effort. Our past work with you has enabled us to learn more about your current challenges regarding infrastructure and future development, as well as how these blight elimination and water main replacement projects fit into your community's future. We are prepared to serve as an extension of your staff once again, and we are familiar with your preferred processes. This strong foundation leads to streamlined communication and more efficient services from start to finish.

**Significant CDBG program experience.** The team included in this proposal has successfully assisted 27 communities in the past six years to obtain and administer over \$10 million in CDBG funds. Moreover, SEH has helped communities across the Midwest obtain over \$700 million in grants and low interest loans to carry out their community goals. Not only do we help communities obtain their funding, but we also make sure to carefully administer those funds, making sure communities are compliant with state and federal program requirements. With a detailed and proactive approach, our team will carefully lead the community through every step of the CDBG process.

On behalf of our team, we would be honored to work with you on these important community projects. We look forward to building on our past partnerships with you as you plan future development. Please reach out to me with any questions you may have about our proposal at 608.999.0792 or [nday@sehinc.com](mailto:nday@sehinc.com).

Respectfully submitted,



  
**NATE DAY, AICP**  
**PROJECT MANAGER**



  
**MARK MICKELSON, PE**  
**CLIENT SERVICE MANAGER**

"We look forward to helping you take the next  
steps to improve your community via the  
CDBG-CLOSE grant process."

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351

262.646.6855 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

# CONTENTS

FIRM OVERVIEW .....	4
APPROACH TO WORK .....	5
EXAMPLES OF WORK/REFERENCES.....	6
SCOPE OF WORK .....	10
FEE PROPOSAL .....	11
SCHEDULE .....	12

The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

---

©2021 Short Elliott Hendrickson Inc.

The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process.

SEH is a registered trademark of Short Elliott Hendrickson Inc.

FORTA 161238 | 01.28.21

# Firm Overview

## SHORT ELLIOTT HENDRICKSON INC. (SEH®)

SEH is an employee-owned engineering, architectural, environmental and planning company that helps government, industrial and commercial clients find answers to complex challenges.

Our 800-plus employee-owners share a core purpose: Building a Better World for All of Us®. This approach reflects a companywide commitment to improving the quality of life by designing safer, more sustainable infrastructure for government and helping industrial and commercial clients achieve their business goals.

### WHY SEH?



#### IDEAS THROUGH COMPLETION

As a multidisciplined company with professionals at every phase of a project lifecycle, we're capable of moving complex projects from idea through completion. Whether you prefer the traditional design-bid-build method, favor design-build services or prefer a hybrid approach, we can accommodate your project needs.



#### PROJECT FUNDING

Our services extend beyond engineering, architecture and planning. We also help our clients secure funding for their projects. Our community development and project funding services include grant writing, funding research and analysis, grant administration and prevailing wage compliance.



#### SUSTAINABILITY

We believe in Building a Better World for All of Us, which means we design and build for the future. Our professionals, which include Envision™ certified and LEED-accredited staff, can help you benefit from best practices in sustainable planning, design and material selection.

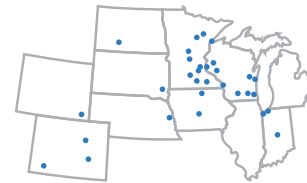
## SHORT ELLIOTT HENDRICKSON INC.



Founded in

# 1927

HAS GROWN TO **31**  
locations



### EMPLOYING



# 800+

engineers, architects,  
planners, scientists and  
talented professionals

### WHO WORK TOGETHER TO SERVE

**4** market areas: mobility,  
better places, clean water  
and renewing infrastructure



AN IMPRESSIVE **80%**



of our clients are  
repeat customers



# Approach to Work

## WHAT DIFFERENTIATES SEH FROM COMPETITORS?

Congratulations on the success of your two CDBG-CLOSE awards! The CDBG-CLOSE program is a one-time opportunity for Fort Atkinson to change the way they are using past revolving loan fund dollars that are not currently being used for economic development support in ways that provide immediate benefit to disadvantaged community members. SEH's seasoned team is prepared to guide the City of Fort Atkinson through the CDBG administration process.

First, our team has a long-standing relationship with WDOA and their staff, including Angela Davis. In fact, Lori Bowe has been involved with CDBG administration in Wisconsin for over 20 years. Her dedication to the program and the communities she serves is second to none. The other team members have strong professional ties to WDOA and have effectively administered 27 projects, many with Angela Davis.

Second, you want to hire the team that understands Fort Atkinson's infrastructure challenges and the CDBG details that can often be overlooked. Mark Mickelson has been working with the City for over 30 years and will help ensure these two CDBG projects are successfully administered and delivered.

**OUR DEPTH OF EXPERIENCE WORKING WITH BOTH YOUR COMMUNITY AND WDOA POSITIONS US TO PROVIDE YOU WITH THE BEST ADMINISTRATIVE SUPPORT.**





# Examples of Work/References

## PROJECT TEAM AND EXPERIENCE

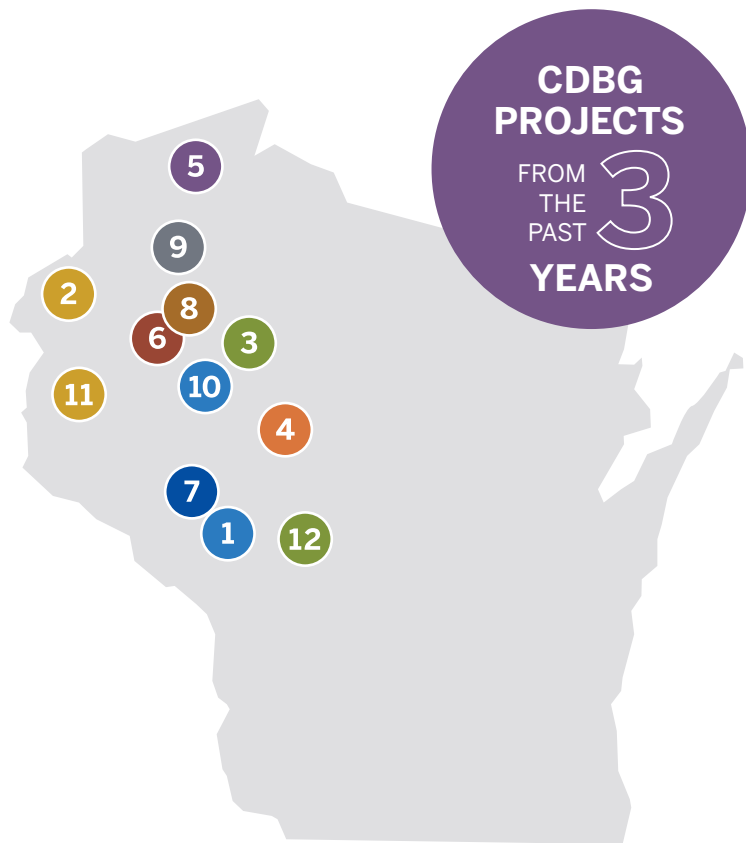
**Nate Day, Brea Grace, Lori Bowe and Dillon Constant make up an experienced team of funding professionals, ready to help the City of Fort Atkinson navigate through the CDBG administration process.** Together, we have successfully completed 27 CDBG applications totaling over \$10 million in grant dollars since 2014. This kind of experience counts. Our highly organized team understands how to avoid the common snares that can create issues during administration. We can ensure the smoothest process possible during administration for two main reasons:



We have developed strong relationships with the staff at the Division of Energy, Housing and Community Resources (DECHR) and have a direct line of communication when questions arise.



We have helped other Wisconsin communities successfully administer CDBG funding for construction. Again, experience counts.



- 1 City of Blair (2)
- 2 Village of Grantsburg
- 3 City of Ladysmith
- 4 City of Thorp
- 5 Iron River Sanitary District
- 6 Rice Lake Utilities
- 7 City of Whitehall
- 8 City of Rice Lake
- 9 City of Spooner
- 10 City of Chetek
- 11 City of Balsam Lake
- 12 Jackson County



### NATE DAY, AICP PROJECT MANAGER

13  
YEARS OF  
EXPERIENCE

Nate is a certified planner specializing in public engagement, urban design, land use planning, transportation and environmental planning. In addition, Nate brings a high level of experience leveraging funding sources to assist communities with obtaining financial assistance for projects. Over the past six years, Nate has helped various Wisconsin communities obtain \$60 million in grants, principal forgiveness loans and low interest loans. Most recently, he successfully obtained Stewardship grants through the Wisconsin Department of Natural Resources for a variety of outdoor recreation projects, as well as critical infrastructure projects through the Community Development Block Grant program.

### LORI BOWE GRANT ADMINISTRATOR

23  
YEARS OF  
EXPERIENCE

Lori has significant professional experience in the areas of community and economic development. Lori is regularly responsible for assisting Wisconsin communities in administering grants and loans from the Wisconsin Departments of Administration (WDOA), Commerce and Wisconsin Department of Natural Resources, as well as federal grants from the Economic Development Administration (EDA) and Rural Development (RD). She brings expertise in grants, drawdown procedures, federal procurement regulations, environmental review procedures and compliance with federal labor law standards as they apply to grant and loan projects. In her tenure, she has never missed a detail, deadline or compliance requirement. When Lori administers your funding, you can trust your community is in good hands.

### DILLON CONSTANT GRANT ADMINISTRATOR

5  
YEARS OF  
EXPERIENCE

Dillon is a versatile planner with experience in land use, policy, community engagement and public health. He has focused on downtown revitalization, active transportation corridors planning, capital improvements planning, comprehensive planning and GIS site suitability analysis. He has also performed municipal development review, administered and managed local zoning and subdivision ordinances, and created and managed geospatial data. Dillon has provided funding application and administration services for many Wisconsin communities, particularly with municipalities in the process of utilizing CDBG grants.

### BREA GRACE, AICP COMMUNITY DEVELOPMENT, QA/QC

22  
YEARS OF  
EXPERIENCE

Brea is an experienced urban planner, having worked in both the public and private sectors. She brings a high level of experience leveraging funding sources to assist communities in solving complex challenges, such as delivering safe drinking water to more than 90 residential and retail customers when the Village of Maiden Rock realized its sole water source was deficient. Brea assisted with securing funding through the WDNR Safe Drinking Water Loan Program and the CDBG-Public Facilities Program. Their new well is in design and is expected to be completed in 2022.

## REFERENCES

### New Well 2 Funding Strategy, Grant Applications and Administration

MAIDEN ROCK, WI



The Village hired SEH to develop a solution to provide reliable and safe drinking water for more than 90 residential and retail customers when the Village realized the presence of a hole within their existing Well 1 casing, their sole water source. SEH determined a second well would be required.

SEH's funding team assisted with funding applications through the WDNR Safe Drinking Water Loan (SDWL) Program and a CDBG-Public Facilities Program through WDOA. The new Well 2 is in design and is expected to be complete in 2022, the deadline given by the WDNR to correct the deficiency.

#### FUNDING

Awarded: \$1 million

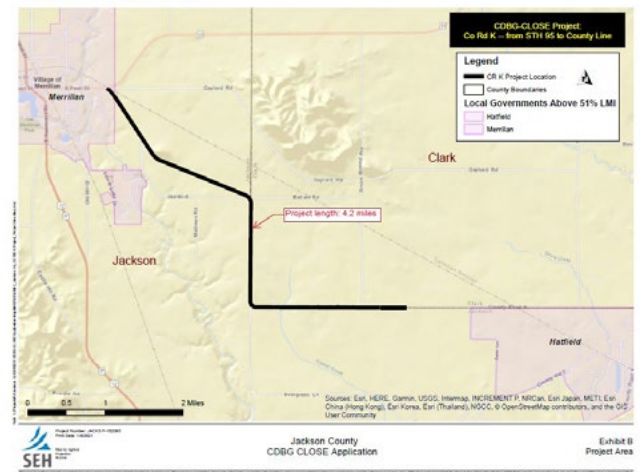
Managed: Approx. \$1.4 million w/match

#### REFERENCE

Tracy Young  
Village of Maiden Rock President  
651.380.4754  
tyoungstiletto@yahoo.com

### Application and Administration of CDBG-CLOSE Grant

JACKSON COUNTY, WI



SEH worked with Jackson County to assist with the application and administration of a CDBG-CLOSE Grant to be used to improve a 4.2-mile stretch of CTH K between Merrillan and Hatfield.

The team worked with the County to determine the scope of the project for submittal to WDOA and coordinated with WDOA on the project's eligibility. Grant applications included completing required forms and documentation; drafting maps, diagrams and plans; coordinating public hearings; and coordinating with WDOA throughout the process.

Upon award of the funding, SEH led the general administration of the grant. This included further coordination with WDOA; compliance with federal procurement policy, equal opportunity and labor requirements; development and maintenance of financial management forms and records; completion of the Environmental Review Process; completion and submission of semi-annual reports; assistance with any auditing requirements; and project closeout documentation.

#### FUNDING

Awarded: Approx. \$850,000

Managed: Approx. Approx. \$1.2 million w/match

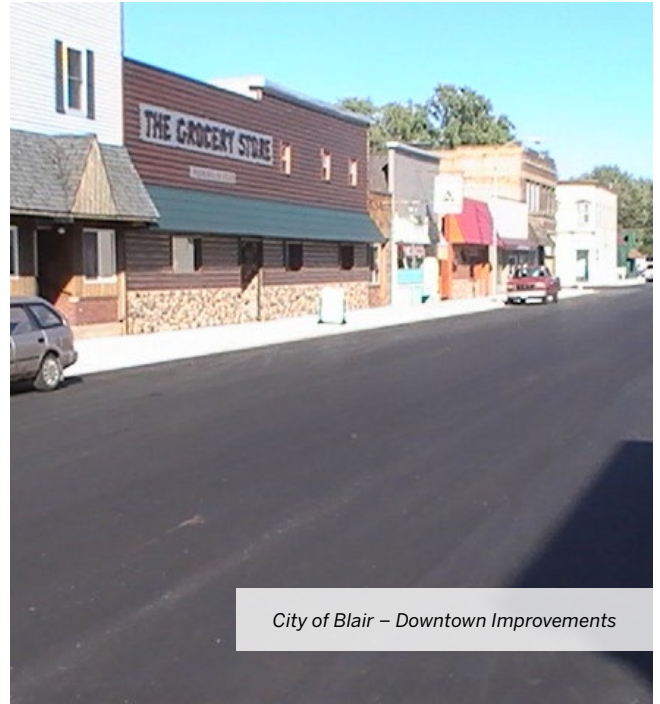
#### REFERENCE

Jay Borek  
Jackson County Highway Commissioner  
715.284.5615  
jay.borek@co.jackson.wi.us

## ADDITIONAL EXPERIENCE

SEH's Lori Bowe has been involved with CDBG administration in Wisconsin for 20 years, including the following projects:

- City of Abbotsford – West Wellfield Project
- City of Abbotsford – Water Main Project
- City of Algoma – Electrical Improvements
- City of Barron – Well No. 5
- City of Blair – Infrastructure Improvements
- City of Blair – Downtown Improvements
- City of Chippewa Falls – Downtown Improvements
- City of Chippewa Falls – Riverfront Park
- Village of Grantsburg – Downtown Improvements
- City of Independence – Street and Utility Improvements
- Town of Iron River – USH 2 Water Main
- City of Ladysmith – Westside Sewer
- City of Ladysmith – Water System Improvements
- City of Ladysmith – Extension of Utilities for Midwest Forest Products
- Village of Lake Hallie – Water Main Infrastructure
- Village of Osseola – Community Center
- City of Rice Lake – Library
- City of Rice Lake – Street and Utility Improvements
- Village of Rothschild – Water Tower
- City of Stevens Point – Downtown Improvements
- Village of Taylor – Downtown Improvements and Safety Enhancement
- City of Thorp – Well/Wellhouse
- Village of Tigerton – Sewer Main Replacement
- Village of Turtle Lake – Road and Utility Improvements



*City of Blair – Downtown Improvements*



*City of Rice Lake – Library*

# Scope of Work

The City of Fort Atkinson is ready to address two major community needs in the blight elimination at the metal scrap yard and the water main replacement in a local neighborhood. The SEH project team is ready to assist and bring these projects to completion with successful CDBG-CLOSE administration.

**Compliance.** The overall task for both awards is the administration of the CDBG-CLOSE grant funds to ensure compliance with state and federal program requirements. The SEH project team will coordinate with the City of Fort Atkinson and WDOA to ensure that grant agreement documents are complete and finalized within the timeline allowed by the program.

**Environmental Review.** The SEH team will take the lead in completing the Environmental Review in an expeditious manner and coordinating with applicable state and federal agencies for necessary approvals prior to project bidding. Our experiences have taught us that setting up a realistic timeline for approvals and close coordination with agencies is the key to successful and timely environmental review, avoiding any delay with construction schedules.

**Procurement.** Administration services will also include assistance with procurement of professional and construction services in accordance with CDBG-CLOSE program requirements. Through the duration of the

project, SEH will work with the project contractors on verification of compliance with federal labor standards and Davis Bacon Wage Rates.

**Financial Management.** At the core of successful grant administration is sound financial management of the project. This includes organized files, thorough reports and detailed financial records. Project files will be set up in the manner prescribed by WDOA, which will enable the City to file and maintain the records in a manner that meets program requirements.

**Audit Assistance.** SEH will also assist the City in determining what level of audit (if any) is required, and we will coordinate and submit required audits (completed by a firm hired separate from this contract by the City). For project closeout, SEH will complete closeout documentation, including the self-monitoring checklist, and will schedule and coordinate a WDOA monitoring visit (if required by WDOA).

**Meetings.** As an extension of City of Fort Atkinson staff, we will attend and participate in Common Council meetings or other public meetings (up to two) as necessary for the project. As a project that will benefit the community, continual outreach and communication with the public will be critical to the success of this project.

**SEH PRIORITIZES  
ATTENTION TO DETAIL  
THROUGHOUT THE  
ADMINISTRATION OF  
CDBG GRANTS.**





# Fee Proposal

PROJECT AND TASKS	FEE
<b>1. CDBG-CLOSE Administration: Slum and Blight</b>	
<ul style="list-style-type: none"> <li>Preparing and submitting CDBG-CLOSE Project contract and amendment documents, as applicable</li> <li>Managing the CDBG-CLOSE Project records</li> <li>Preparing and submitting applicable environmental record documents for the CDBG-CLOSE Project</li> <li>Submitting required records for Citizen Participation for the CDBG-CLOSE Project</li> <li>Completing Compliance Activities for CDBG-CLOSE Project acquisition compliance, as applicable</li> <li>Preparing and submitting CDBG-CLOSE Program reporting documents for the CDBG-CLOSE Project, including Semi-Annual Reports, Single Audit Statements, Section 3 Reports, Equal Opportunity/Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Compliance Reports, and Project Completion Report</li> <li>Preparing and submitting CDBG monitoring documents and responding to monitoring requirements as applicable for the CDBG-CLOSE Project</li> <li>Managing financial records for the CDBG-CLOSE Project and preparing and submitting CDBG requests for payment and related required documentation</li> <li>Attending and participating in City of Fort Atkinson Common Council meetings as necessary for the CDBG-CLOSE Project</li> <li>Preparing the CDBG-CLOSE Project Completion Report and supporting documents</li> <li>Complying with CDBG-CLOSE regulations and policies applicable to the Project</li> </ul>	\$25,000
<b>2. CDBG-CLOSE Administration: Water Main Replacement</b>	
<ul style="list-style-type: none"> <li>Preparing and submitting CDBG-CLOSE Project contract and amendment documents, as applicable</li> <li>Managing the CDBG-CLOSE Project records</li> <li>Preparing and submitting applicable environmental record documents for the CDBG-CLOSE Project</li> <li>Submitting required records for Citizen Participation for the CDBG-CLOSE Project</li> <li>Completing Compliance Activities for CDBG-CLOSE Project acquisition compliance, as applicable</li> <li>Preparing and submitting CDBG-CLOSE Program reporting documents for the CDBG-CLOSE Project, including Semi-Annual Reports, Single Audit Statements, Section 3 Reports, Equal Opportunity/Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Compliance Reports, and Project Completion Report</li> <li>Preparing and submitting CDBG monitoring documents and responding to monitoring requirements as applicable for the CDBG-CLOSE Project</li> <li>Managing financial records for the CDBG-CLOSE Project and preparing and submitting CDBG requests for payment and related required documentation</li> <li>Attending and participating in City of Fort Atkinson Common Council meetings as necessary for the CDBG-CLOSE Project</li> <li>Preparing the CDBG-CLOSE Project Completion Report and supporting documents</li> <li>Complying with CDBG-CLOSE regulations and policies applicable to the Project</li> </ul>	\$25,000
<b>TOTAL</b>	<b>\$50,000</b>



# Schedule

2021	J	January 31, 2021	CDBG-CLOSE Application Due
	F	February-March, 2021	CDBG Award Announcement (Announcement made 60 days after submission of a complete, acceptable application)
	M		
	A	April 2021	CDBG grant agreement to be finalized by City (Municipality has 45 days to sign & DOA and gather supporting documentation)
	M	May 2021	DOA has an additional 45 days to finalize grant agreement
	J		
	J	August 2021	<b>SEH begins work:</b> 7-C Labor Standards Officer Designee (Following grant admin. contract with the City) and Grant Admin. Contract to WDOA
	A	Aug. - Sept. 2021	Environmental Report (ER) and submission of land acquisition documentation (If already acquired for blight removal project)
	S		
	O	October 2021	ER approval (Earliest construction start date, project may begin only after WDOA approves ER)
2022	N	Oct. 2021 - Mar. 2022	Final Design and Bidding (Record of Wage Decision 7-D prior to advertising for bids)
	D		
	J	January 15, 2022	Single Audit Statement/Report
	F	March 2022	7-H Notice of Contractor Award
	M	March 25, 2022	Semi-Annual LSER Report, MBE-WBE Report, & Section 3 Reports
	A	April 15, 2022	Semi-Annual Report Certification and Summary Narrative Report
	M	April 2022	Preconstruction Meeting
	J	April 2022 – Sept. 2023	Construction: Water Main Replacement and Blight Removal (Also labor standards interviews)
	J	TBA (Ant. June 2022)	WDOA-Required CDBG Implementation Training for Grantees
	A	July 1, 2022	WDOA-Required Construction Start
2023	S	September 25, 2022	Semi-Annual LSER Report, MBE-WBE Report and Section 3 Reports
	O	by Sept. 30, 2022	Citizen Participation Hearing #2 and Completion of Fair Housing Actions
	N		
	D		
	J	January 15, 2023	Single Audit Statement/Report
	F		
	M	March 25, 2023	Semi-Annual LSER Report, MBE-WBE Report and Section 3 Reports
	A	April 15, 2022	Semi-Annual Report Certification and Summary Narrative Report
	M		
	J		
2023	J		
	A		
	S	September 25, 2023	Semi-Annual LSER Report, MBE-WBE Report and Section 3 Reports
	O	October 31, 2023	Required Project Completion (No extensions available for CDBG-CLOSE projects)
	N		
	D	December 31, 2023	Deadline for Project Completion Report and Final CDBG Payment Requests

TOTAL		PROJECT APPROACH / SCOPE	Score	TEAM	Score	PROJECT EXAMPLES	Score	FEE	Score	SCHEDULE	Score
15	S EH	PROS: Lots of examples and experience provided.	3	PROS: Solid experience	3	PROS: Direct Experience	3	Base Fee: 25K each project , lump sum. \$50K total	3	Met schedule	3
		CONS: Perhaps didn't evaluate each project separately given the cost proposal		CONS:		CONS:					
17	MSA	PROS: Lots of examples and experience provided.	3	PROS: Solid experience	3	PROS: Direct Experience	3	Base Fee: \$14,768 - Demo Project \$19,848 Water Project TOTAL \$34,616	5	Met schedule	3
		CONS:		CONS:		CONS:					

Score all categories as 1,3,5 -  
1 - doesn't meet expectations  
3 - meets expectations  
5 - exceeds expectations



City of Fort Atkinson  
City Manager's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

## MEMORANDUM

**DATE:** July 20, 2021

**TO:** Fort Atkinson City Council

**FROM:** Paul Christensen, Wastewater Supervisor

**RE:** Review and possible action relating to the purchase and installation of a replacement belt thickener feed pump for the Wastewater Treatment Facility at a cost not to exceed \$31,975.63

---

### BACKGROUND

The 2021 Wastewater Utility Capital Improvement Program budget includes \$35,000 for the purchase and installation of a replacement feed pump for the gravity belt thickener. The current pump was installed in 1992 and has exceeded its useful life.



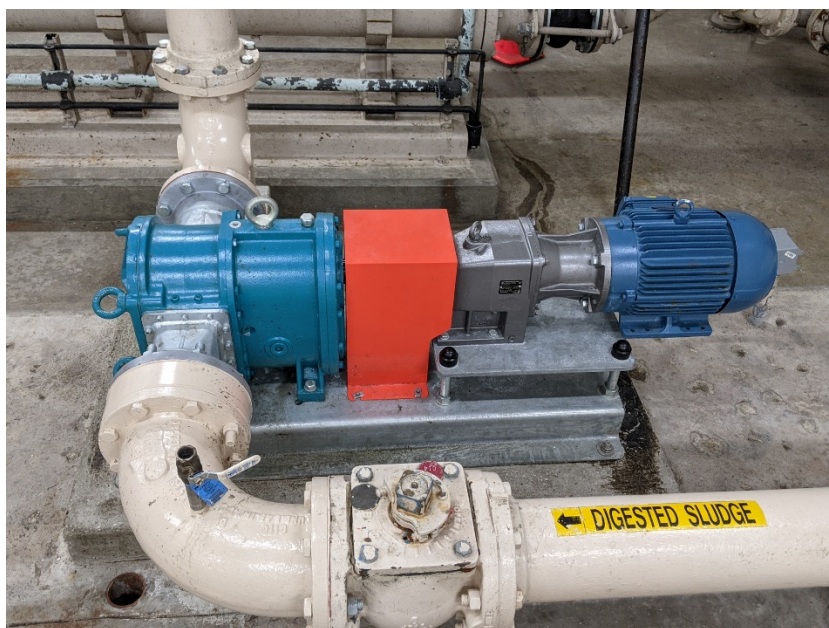
*1992 Feed Pump*

### DISCUSSION

This replacement will be the second of the three feed pumps in the solids handling building. This is part of a four-part plan to replace the pumps in this process. The centrifuge feed pump was replaced in 2020, and the remaining three pumps will be replaced in 2021, 2025, with the last pump replacement not yet scheduled.

## FINANCIAL ANALYSIS

The centrifuge feed pump chosen as a replacement in 2020 was selected after a thorough investigation of the available pump types and brands. At the time, staff talked with three vendors about different styles of pumps for this purpose. Two quotes for the pumps were received in 2020, and staff recommended the purchase of the Borger Rotary Lobe Pump due to the compact size, ease of maintenance and repair, and the lower price. Mulcahy Shaw Water of Cedarburg is the authorized representative to sell this pump brand. Now that this style of pump has been chosen, staff desires to continue to purchase the same style for replacement of the remaining three pumps. Using the same style and brand of pump will create efficiencies relating to operation, maintenance, and internal and external repairs.



*2020 Borger Pump*

We requested and negotiated a quote from Mulcahy Shaw Water, the only Borger pump representative in the area, for the 2021 belt thickener feed pump and received the following price:

**Mulcahy Shaw Water of Cedarburg, WI**

**\$20,228.63**

Pump Installation quotes were requested from Sabel Mechanical, LLC and Staab Construction and are as follows.

**Staab Construction of Marshfield, WI**

**\$9,200.00**

**Sabel Mechanical of Fond du Lac, WI**

**\$8,247.00**

In addition to the pump and mechanical installation costs, there will be costs for electrical and controls. This work will be completed by the City Electrician, and the Utility's instrumentation and controls supplier, L.W. Allen. This work will be performed on a time and material basis. We request up to an additional \$3,500 for this work. Table 1 below outlines the costs associated with this project, which totals \$31,975.63. \$35,000 was budgeted in the City's 2021 CIP for this project.

Table 1: Recommended Replacement Feed Pump Project Costs		
Company	Product	Cost
Mulcahy Shaw	Borger Rotary Lobe Pump	\$ 20,228.63
Sabel Mechanical	Installation of Pump	\$ 8,247.00
LW Allen/City Staff (est.)	Electrical Controls	\$ 3,500.00
	<b>TOTAL COST</b>	<b>\$ 31,975.63</b>

#### **RECOMMENDATION**

Staff recommends the City Council approve the purchase of the Borger Rotary Lobe Pump from Mulcahy Shaw Water for the cost of \$20,228.63; pump installation from Sabel Mechanical LLC for the cost of \$8,247.00; and up to \$3,500 for electrical and controls modification, for the total not to exceed cost of \$31,975.63.

#### **ATTACHMENTS**

Borger Rotary Lobe Pump Quote; Sabel Mechanical pump installation quote; Staab Construction pump installation quote

10 HP max 300.5h gpm

Rotary Lobe Pumps  
Macerating Technology

# 20,228.63

**BÖRGER**®

Fort Atkinson WI WWTP  
Rich Knoelke  
1600 Farmco Ln  
Fort Atkinson, WI 53538  
USA

## Quotation

No.: 30021257

Date: 02/05/2021

**RFQ Reference** : Thickener Pump  
**RFQ Date** : 08:59 02/05/2021  
**Recipient** : Rich Knoelke  
**E-Mail** :  
**Phone** : (920) 563-7766  
  
**Customer No.** : 100713  
**Payment Terms** : TBD  
**Std. Delivery ARO** : 10Week(s)  
Inquire For Faster Delivery  
**Shipping Type** : To Be Determined  
**Terms of Delivery** : FOB Minneapolis, MN /FOB

**Outside Sales** : Bryan Viitala  
**E-Mail** : bvi@boerger.com  
**Phone** : 612-435-7329

**Inside Sales** : Jay Wilson  
**E-Mail** : jwi@boerger.com  
**Phone** : 612-435-7335  
**Fax** : 612-435-7301

**Prepared By** : JCWBJJ  
**Price Firm Until** : 04/29/2021

Line	Part / Label	Quantity	Unit Price	Total Price
------	--------------	----------	------------	-------------

### Conveying Product

Product: Sludge  
Specific Product: Thickened  
Viscosity: 1 cp  
Solid Content: 1-5 %  
Solid Size: - in  
Density/SG: 1.0 -  
Product Temp.: Ambient °F  
ph-value: Neutral  
Addl Notes:

### Operational Characteristics

Location: Closed Building, Dry  
Specific Location: -  
Hazardous Area: Not Classified  
Ambient Temp.: Ambient °F  
Operating Mode: Continuous -  
Suction Pressure: Flooded psi  
Discharge Pressure: - psi  
Differ. Pressure: - psi  
NPSHa: - ft  
Addl Notes:

### Performance Data

	GPM	PSI	RPM
Min. Capacity:	200	30	239
Nom. Capacity:	225	30	287
Max. Capacity:	300	30	336

### Additional Notes

1.00	7510000011 CL 390 Assembly	1		
1.05	PC3SARCFAAAAGCCC15 Börger Rotary Lobe Pump CL390 Product series: BLUEline	1		

Boerger, LLC  
2860 Water Tower Place  
Chanhassen, MN 55317  
USA

Phone: 612.435.7300  
Fax: 612.435.7301

E-Mail: america@boerger.com  
Website: www.boerger.com

**Quotation**  
**No.: 30021257**

Page: 3  
Date: 02.05.2021

Line	Part / Label	Quantity	Unit Price	Total Price
	Qty.1-CL390 Pump Assembly			\$ 20,228.63
			- Optional Item(s) not Included -	
	Net Value			\$ 20,228.63
	<b>Total Amount (USD)</b>			<b>\$ 20,228.63</b>
			- Optional Item(s) not Included -	

**Notes:**

1. BOERGER, LLC's standard Terms and Conditions apply and are an integral part of this quotation unless specifically noted otherwise in this proposal.
2. Delivery, installation, wiring, field painting, start-up and instructional services are not included unless specifically noted otherwise in this proposal.
3. Anchor bolts, pressure gauges, valves, drainage piping, starters, variable frequency drives and control equipment or any other items are not included unless specifically noted otherwise in this proposal.
4. BOERGER, LLC will review plans and specifications and will offer technical assistance and certified pump drawings for construction. The responsibility for pump station layout, access, seismic calculations including local PE stamp, etc., shall be by others.
5. This proposal is offered as an acceptable pumping system based upon descriptive items listed above. Deviations from the equipment described could result in price adjustment.
6. A BOERGER, LLC field engineer may be provided, as noted above, in a supervisory capacity only. Any and all costs associated with labor, set-up, etc., for the tests are to be by contractor.
7. Credit Card purchases will incur a 3% Processing Fee.

**Boerger, LLC**  
2860 Water Tower Place  
Chanhassen, MN 55317  
USA

**Phone:** 612.435.7300  
**Fax:** 612.435.7301

**E-Mail:** america@boerger.com  
**Website:** www.boerger.com

# QUOTE

DATE 4/1/21

## QUOTE #2859

### SEND TO

Fort Atkinson WWTP



W3150 County Road H, Fond du Lac, WI 54937

920-904-5579

[doug@sabelmechanical.com](mailto:doug@sabelmechanical.com)

Date	Job	Payment Term	QUOTE EXPIRES
4/1/21	New Lobe pump install	30 DAYS	Today

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	<p>This quote is for the removal of the old pump and the install of the new lobe pump supplied by owner. This install will be the same as the other lobe pump, we installed.</p> <p>Due to the fluctuating material pricing and availability, quote is valid thru end of today's business day, Pricing may have to be adjusted at time of purchase and will be reflected when project is invoiced</p>		

PAST DUE AMOUNTS ARE SUBJECT TO A FINANCE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE. REASONABLE COLLECTION FEES AND ATTORNEY FEES WILL BE ASSESSED TO ALL ACCOUNTS PLACED FOR COLLECTION

SUBTOTAL \$ 8,247.00

SALES TAX \$

TOTAL \$ 8,247.00



**staab**  
construction  
CORPORATION

1800 LAEMLE AVE., MARSHFIELD, WI 54449-4639  
715-587-8429 FAX NO. 715-584-4846

# PROPOSAL

Paul Christensen  
City of Fort Atkinson  
101 North Main Street  
Fort Atkinson, WI 53538

Dated: 4/13/2021

Bid No.: B1165

Phone: 920-563-7766 Email: pchristensen@fortatkinsonwi.net

RE: Fort Atkinson Lobe Pump Install

The undersigned, having familiarized myself with the plans, specifications, and local conditions affecting the cost of the work, hereby propose to furnish all labor, material, necessary tools, expendable equipment, and all utility and transportation services necessary to complete the following in a workmanlike manner according to standard practices. This proposal will not be withdrawn for a period of thirty (30) days after proposal date.

BASE BID	\$9,200.00
----------	------------

We base our price on providing necessary labor and tools to remove existing pump and install new pump. Any necessary DI fittings, gaskets and stainless steel hardware are included.

**At minimum we exclude the following:**

- State/Federal Prevailing Wages, Performance & Payment Bond.
- Sales tax has been excluded for all tangible materials that are incorporated in the project. A Waste Treatment Facility or Pollution Abatement Plant & Equipment is exempt under s. 77.54(26) Wis. Stats.
- Quality control concrete, soil, water leakage, and/or lead & asbestos testing or survey.
- Contaminated soil & water remediation and/or removal. If contaminated water is encountered, owner is responsible for proper disposal costs.
- Asbestos & lead abatement.
- Ground water dewatering removal
- Unsuitable soils removal and/or replacement
- Temporary bypassing and/or treatment

**Owner Responsibilities:**

- Supply of potable and/or non-potable water supply.
- Supply of Electricity for construction purposes.
- Supply of Restroom facilities.



City of Fort Atkinson  
City Manager's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

## MEMORANDUM

**DATE:** July 20, 2021

**TO:** Fort Atkinson City Council

**FROM:** Paul Christensen, Wastewater Supervisor

**RE:** Review and possible action relating to the purchase and installation of replacement aeration diffusers at the Wastewater Treatment Facility for a cost not to exceed \$13,550

---

### BACKGROUND

The Phase II construction project at the Wastewater Treatment Facility includes modifications to the aeration tanks. The work consists of removal of air diffusers and piping, flow control gates, and other associated equipment. New piping, diffusers, gates, and baffle walls will be added to improve the biological phosphorus removal process. This work will be completed in aeration basins #1 and #4.

The aeration tanks consist of two sets of three basins. Basins 1,2, and 3 make up one set, while basins 4,5, and 6 make up the other. There are six basins in total, with 2,3,5, and 6 having 1,250 diffusers.

### DISCUSSION

The rubber membrane diffusers in all six basins were replaced in 2015, and have an expected life of 7-10 years.

The replacement of all the diffusers was not included in the construction contract to control costs. To facilitate the contractor's work in basins #1 and #4, adjoining basins would need to be drained for safe access.

The City's consulting engineers from Donahue have recommended replacement all of the diffusers at the same time. Having diffusers in the same system at different ages can lead to uneven air flow and membrane fouling issues. Keeping the diffusers the same age will also aid in future maintenance. Replacement of the diffusers will be performed while the contractors are completing their contracted work, and the adjoining basins are empty.



*Aeration basin #4 showing 9" rubber membranes*

## **FINANCIAL ANALYSIS**

In the early part of Phase I, modifications were made to the aeration piping and diffusers in aerobic digester #3. This work was completed by Rubicon Environmental of Oconomowoc, WI. Their proposal was considerably lower than the next closest bidder and included labor and installation. Work was completed very satisfactorily.

We contacted Rubicon Environmental to provide a proposal for replacement of the diffusers for this project, including installation labor. We also requested a price from Evoqua Water Technologies. They returned proposals with the following costs:

<b>Rubicon Environmental of Oconomowoc, WI</b>	<b>\$13,550.00 (Installation included)</b>
Evoqua Water Technologies of Waukesha, WI	\$11,350.00 (Installation not included)

Evoqua regularly contracts with Rubicon for labor and installation. The work associated with this diffuser replacement project is expected to take two full days, or up to 20 hours. As such, staff is confident that the labor and installation costs are greater than the difference between the quotes (\$2,200). Further, staff has contacted Rubicon for a specific breakdown in cost of equipment and labor/installation, and we expect to have that information for the Council at the meeting on July 20<sup>th</sup>.

Staff proposes to pay for this project out of the regular utility maintenance account. Table 1 below shows the account balance before and after this project.

<b>Table 1: Wastewater Utility Maintenance Account Balance</b>	
<b>Wastewater Utility Maintenance Account</b>	<b>02-82-0833-0300</b>
2021 Account Budget	\$ 47,650.00
Balance as of 7/16/2021	\$ 36,760.23
Replacement Aeration Diffuser Project	\$ (13,550.00)
Account Balance Remaining	\$ 10,889.77

#### **RECOMMENDATION**

Staff recommends that the City Council approval the proposal from Rubicon Environmental for the cost not to exceed of \$13,550.00 to purchase and install the replacement aeration diffusers at the Wastewater Treatment Facility, using the utility maintenance account as shown in Table 1.

#### **ATTACHMENTS**

Rubicon and Evoqua Proposals; Aeration tank overview drawing

RUBICON ENVIRONMENTAL SERVICES, LLC (RES)  
189 N. LAPHAM STREET  
OCONOMOWOC, WI 53066  
Phone: 920-988-7756 Email: markraether@rubiconenviro.net

---

RES Quotation: #19-3118R

Date: May 3, 2021

Site: Ft. Atkinson WWTP – Ft. Atkinson, WI

Service: Fine Bubble Diffuser Replacement: Aeration Basin

**Item #1: Engineering Services & Fine Bubble Aeration Equipment**

The following is a list of services and equipment to replace the Membrane Diffusers in the two (2) Aeration Basins at the Ft. Atkinson WWTP. Each Basin has 2 Grids for a total of four (4) Grids with 1,220 Diffusers to be replaced. The work involves two (2) trips with a crew of four (4). The proposed engineering, equipment and services are as follows:

- ***Supply & shipment of the 1,250 – 9" Membrane Diffusers.***
- Removal of the existing membrane disc diffusers.
- Installation of new membrane diffusers and the existing diffuser retainer rings. Silicone grease application on existing retainer rings as needed.
- Removal of existing membrane diffusers from basin with **dumpster / disposal of diffusers and related debris by others.**
- Correction of minor damage to existing aeration grids. This will involve the replacement of broken PVC piping, damaged diffuser holders or fixed joints that have been damaged and modification of any SS support parts that have come disconnected.  
**Note: Major damage will involve a separate work order.**
- Leak and level testing of Grids after tank filled with water (1" over diffusers) and blowers activated. It is anticipated that water will be pumped into the basin and the leak and level test conducted soon after diffuser replacement completion.
- Assistance to operators in replacement work & restart of the aeration system.
- Supply all necessary tools for work described below (access ladders by others).
- Field Service Report detailing all observations, instructions and necessary corrections submitted within three (3) weeks of work completion.

**Notes:**

1. The draining and cleaning of the Aeration Basin will be by others.
2. Removal and disposal of the old / removed equipment by others.
3. Disposal of debris related to replacement will be by others.
4. All parts for installation to be supplied by RES.
5. Provisions for access to the Aeration Basins and any Confined Space requirements will be by the Owner.
6. Operator assistance (minimal) will be required by the plant operators as work progresses within the Digester.
7. A Field Service Report detailing all observations, instructions and necessary corrections will be submitted within three (3) weeks of completion.

**TOTAL FOR ITEM #1 (LUMP SUM). . . . . \$13,550.00\***

\*All expenses associated with work described above (travel, lodging, meals, etc.) are included in the price quoted. All applicable taxes not included. There should be no applicable taxes for services proposed.

Payment terms for this quotation are:

- 70% upon shipment of equipment.
- 30% upon work completion. If leak test is delayed due to conditions beyond RES control, payment will be made upon installation completion.
- The Quote valid through end of 2021.

**Warranty**

RES warrants workmanship for a period of twelve (12) months after startup of the equipment.

Respectfully submitted,

Mark Raether, P.E.  
Rubicon Environmental Services, LLC



Quote Number: 2021-465669  
Account ID: 0001073624

Proposal For: CITY OF FORT ATKINSON  
Erin Sweeney  
City of Fort Atkinson WWTP  
920-563-7766  
101 N MAIN ST  
FORT ATKINSON, WI 53538-1861  
Phone: 7123284634

Randy Sowell  
Evoqua Water Technologies  
N19W23993 Ridgeview Pkwy, Suite 200  
Waukesha, WI 53188  
Phone: 229-227-8711  
randy.sowell@evoqua.com

## Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext. Price
1	<b>W3T446770</b> DIFFUSER MEMBRANE-9" DIAMOND-S,LOW PRESS Reference #: 103-51681-2	1250 EA	\$8.60	\$10,750.00

Currency: USD

Item(s) Subtotal:	<b>\$10,750.00</b>
Shipping and Handling Charges:	<b>\$600.00</b>
<b>Total Net Price:</b>	<b>\$11,350.00</b>

**Proposal Notes**  
**Lead Time is 3 to 4 weeks**

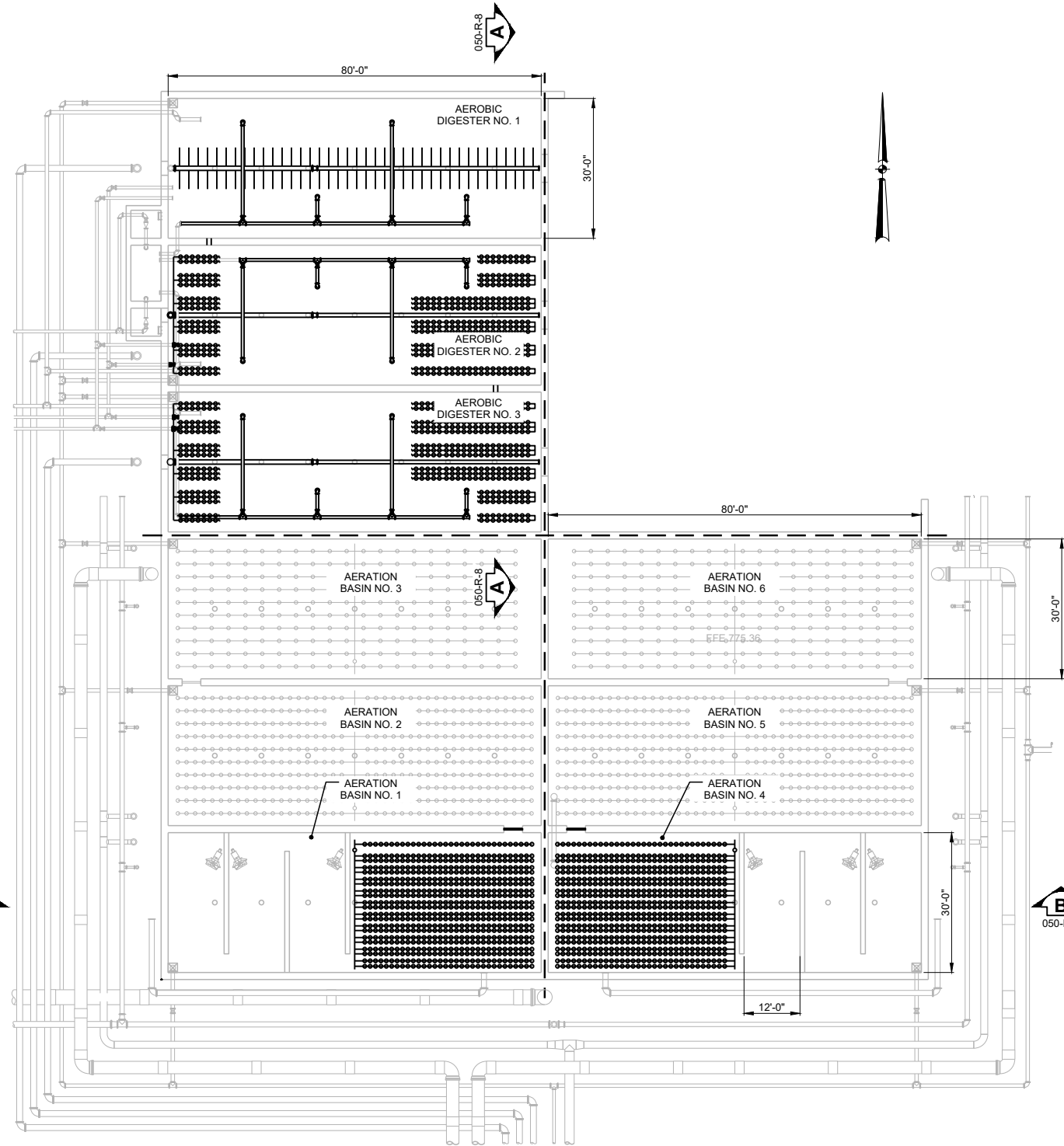
### Material Escalation

Due to extreme volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 221.4 for September 2020. If the MMPI exceeds 230.0 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI factor.

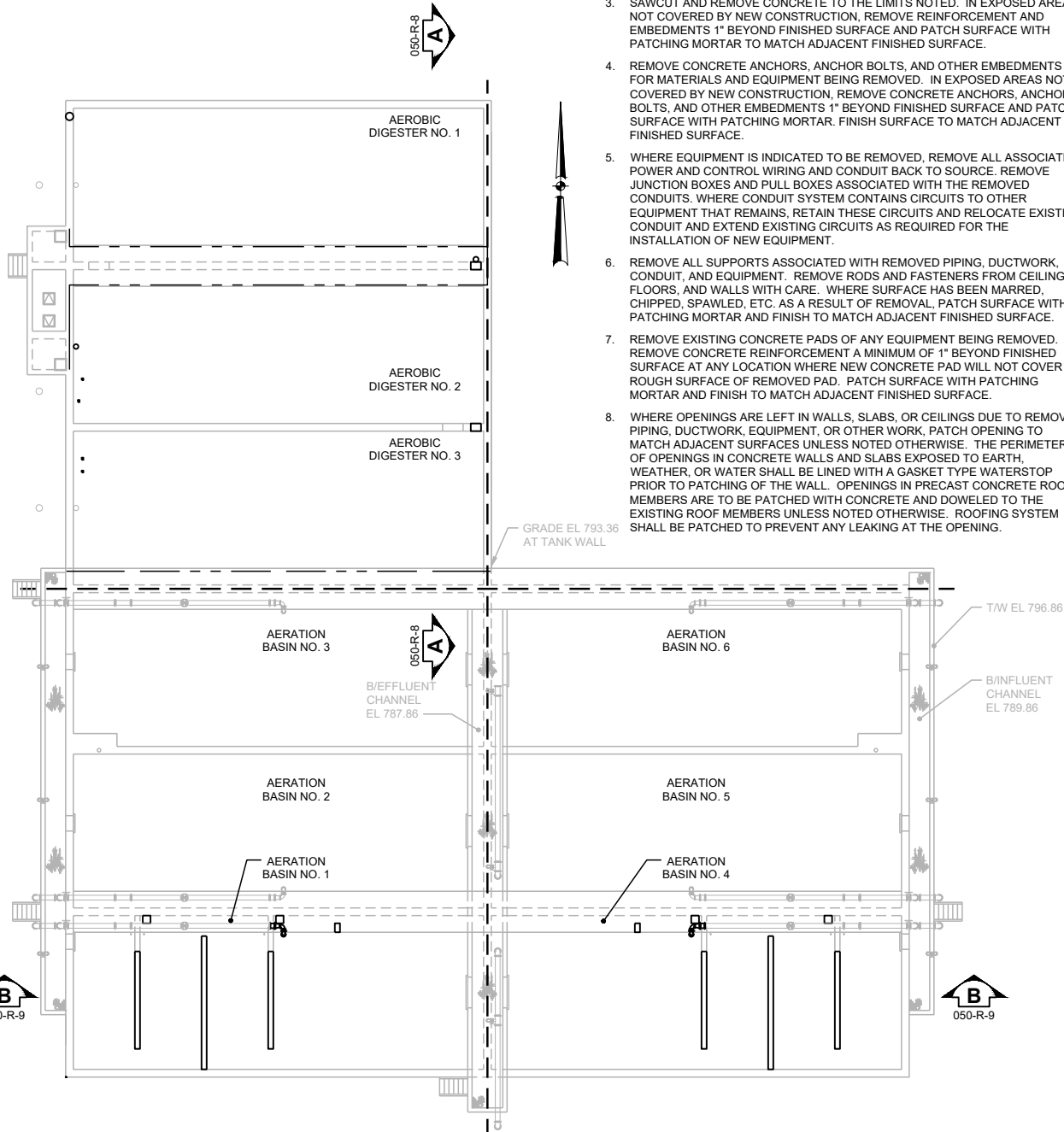
### Please provide tax exempt certificate with purchase order.

Our Manufacturer Rep in your area is:

Representative: Rob Szekeress  
Company: Peterson and Matz, Inc.  
List Address: 6408 River Bend Road Suite 100  
Weston, WI, 54476  
Phone: 920-540-5755  
Email: rob.szekeress@petersonandmatz.com



OVERALL LOWER PLAN



OVERALL GRADE PLAN



GENERAL NOTES:

1. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS, AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.
2. FULL TONE COMPONENTS TO BE REMOVED.
3. SAWCUT AND REMOVE CONCRETE TO THE LIMITS NOTED. IN EXPOSED AREAS NOT COVERED BY NEW CONSTRUCTION, REMOVE REINFORCEMENT AND EMBEDMENTS 1" BEYOND FINISHED SURFACE AND PATCH SURFACE WITH PATCHING MORTAR TO MATCH ADJACENT FINISHED SURFACE.
4. REMOVE CONCRETE ANCHORS, ANCHOR BOLTS, AND OTHER EMBEDMENTS FOR MATERIALS AND EQUIPMENT BEING REMOVED. IN EXPOSED AREAS NOT COVERED BY NEW CONSTRUCTION, REMOVE CONCRETE ANCHORS, ANCHOR BOLTS, AND OTHER EMBEDMENTS 1" BEYOND FINISHED SURFACE AND PATCH SURFACE WITH PATCHING MORTAR. FINISH SURFACE TO MATCH ADJACENT FINISHED SURFACE.
5. WHERE EQUIPMENT IS INDICATED TO BE REMOVED, REMOVE ALL ASSOCIATED POWER AND CONTROL WIRING AND CONDUIT BACK TO SOURCE. REMOVE JUNCTION BOXES AND PULL BOXES ASSOCIATED WITH THE REMOVED CONDUITS. WHERE CONDUIT SYSTEM CONTAINS CIRCUITS TO OTHER EQUIPMENT THAT REMAINS, RETAIN THESE CIRCUITS AND RELOCATE EXISTING CONDUIT AND EXTEND EXISTING CIRCUITS AS REQUIRED FOR THE INSTALLATION OF NEW EQUIPMENT.
6. REMOVE ALL SUPPORTS ASSOCIATED WITH REMOVED PIPING, DUCTWORK, CONDUIT, AND EQUIPMENT. REMOVE RODS AND FASTENERS FROM CEILINGS, FLOORS, AND WALLS WITH CARE. WHERE SURFACE HAS BEEN MARRED, CHIPPED, SPAWLED, ETC. AS A RESULT OF REMOVAL, PATCH SURFACE WITH PATCHING MORTAR AND FINISH TO MATCH ADJACENT FINISHED SURFACE.
7. REMOVE EXISTING CONCRETE PADS OF ANY EQUIPMENT BEING REMOVED. REMOVE CONCRETE REINFORCEMENT A MINIMUM OF 1" BEYOND FINISHED SURFACE AT ANY LOCATION WHERE NEW CONCRETE PAD WILL NOT COVER ROUGH SURFACE OF REMOVED PAD. PATCH SURFACE WITH PATCHING MORTAR AND FINISH TO MATCH ADJACENT FINISHED SURFACE.
8. WHERE OPENINGS ARE LEFT IN WALLS, SLABS, OR CEILINGS DUE TO REMOVED PIPING, DUCTWORK, EQUIPMENT, OR OTHER WORK, PATCH OPENING TO MATCH ADJACENT SURFACES UNLESS NOTED OTHERWISE. THE PERIMETER OF OPENINGS IN CONCRETE WALLS AND SLABS EXPOSED TO EARTH, WEATHER, OR WATER SHALL BE LINED WITH A GASKET TYPE WATERSTOP PRIOR TO PATCHING OF THE WALL. OPENINGS IN PRECAST CONCRETE ROOF MEMBERS ARE TO BE PATCHED WITH CONCRETE AND DOWELED TO THE EXISTING ROOF MEMBERS UNLESS NOTED OTHERWISE. ROOFING SYSTEM SHALL BE PATCHED TO PREVENT ANY LEAKING AT THE OPENING.

Revision Number	Revision Description	Drawn By	Checked By	Date
1	CONFORMED TO CONTRACT	AJM	KJB	03/16/2021

Designed By	AJM
Drawn By	AJM
Checked By	EJL
Approved By	NWC
Filename	050RP1.DWG
Project No.	13699
Project Date	01/19/2021

CITY OF FORT ATKINSON  
WWTP IMPROVEMENTS  
PHASE II  
FORT ATKINSON, WISCONSIN  
AERATION TANK NO. 2 AND AEROBIC DIGESTERS  
OVERALL REMOVAL PLANS



Sheet No. 110  
Drawing No.