



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 6, 2021 – 7:00 PM**

<https://us02web.zoom.us/j/85115081013?pwd=V3g2TWlrL0NxbDVDcmpNeWQvTUJoQT09>

Meeting ID: 851 1508 1013

Passcode: 052404

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**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 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 for use at 313 Madison Avenue** (Ebbert)

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

## 7. Resolutions and Ordinances:

- a. 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)
- b. 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)
- c. 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)
- d. 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)
- e. 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)
- f. Second and possible third/final reading of an **Ordinance Annexing the Territory along Banker Road to the City of Fort Atkinson** (LeMire)

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

**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.** 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**]

**14.** 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**]

**15. Adjournment**

*Date Posted: July 2, 2021*

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City of Fort Atkinson  
City Clerk/Treasurer's Office  
101 N. Main Street  
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**CITY COUNCIL MEETING  
REMOTE VIA PHONE USING ZOOM  
TUESDAY, JUNE 15, 2021 – 7:00 PM**

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**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 Clerk/Treasurer, City Engineer, City Attorney, Wastewater Supervisor and Park & Recreation Director.

**PUBLIC HEARINGS - NONE**

**PUBLIC COMMENT - NONE:**

**CONSENT AGENDA:**

- a) Review and possible action relating to the minutes of the June 1, 2021 regular City Council meeting (Ebbert)*
- b) Review and possible action relating to the minutes of the June 8, 2021 Plan Commission meeting (Ebbert)*
- c) City Sewer, Water, and Stormwater Utility Financial Statements as of May 31, 2021 (Ebbert)*
- d) Review and possible action relating to an extraterritorial preliminary one-lot Certified Survey Map creating a 1.3-acre residential lot at N815 McIntyre Road (CSM-2021-02) (Selle)*
- e) Review and possible action relating to building, plumbing, and electrical permit report for May, 2021 (LeMire)*
- f) Monthly Report of Licenses and Permits Issued by the City Clerk (Ebbert)*

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

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

**RESOLUTIONS AND ORDINANCES:**

*Review and possible action relating to the Wastewater Utility 2020 Compliance Maintenance Annual Report and Resolution No. 1361 authorizing filing of report (Christensen)*

Wastewater Supervisor Christensen reviewed the annual utility grades. The overall grade point average for 2020 is 3.84 and indicates that overall the plant is in good condition and is operating at a high level. The City is addressing infiltration and inflow issues with continued investigation in the collection system. This includes smoke testing and increased televising in



2021. Flow capacity at the Utility is also being addressed in the Phase II construction project with the addition of a fourth influent pump and the upgrading of the other three.

Cm. Hartwick moved, seconded by Cm. Johnson to approve the 2020 Compliance Maintenance Annual Report and adopt Resolution No. 1361 authorizing staff to file said report. Motion carried.

*Second 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) (LeMire)*

*Second reading of an Ordinance to create Section 58-73 and Section 58-76 of the City of Fort Atkinson Municipal Code (relating to disorderly conduct and prohibitions on streets and sidewalks, respectively) (LeMire)*

*Second 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) (LeMire)*

Cm. Becker moved, seconded by Cm. Johnson to direct the City Manager to prepare the Ordinance to amend Section 6-35 of the City of Fort Atkinson Municipal Code (prohibits leaving a licensed premise with open alcohol), Ordinance to create Section 58-73 and Section 58-76 of the City of Fort Atkinson Municipal Code (relating to disorderly conduct and prohibitions on streets and sidewalks, respectively) and 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) for a third reading at the meeting on July 6, 2021. Motion carried.

*First reading of an Ordinance Annexing the Territory along Banker Road to the City of Fort Atkinson (LeMire)*

Manager LeMire discussed the Plan Commission recommendation for Council approval. The temporary zoning classification proposed is SR-2, Single-family Residential District. This is a placeholder zoning district until the Council determines the appropriate zoning based on the Neighborhood Plan.

Cm. Becker moved, seconded by Cm. Hartwick to direct the City Manager to prepare this Ordinance for a second reading at the meeting on July 6, 2021. Motion carried.

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

*City Manager's Report (LeMire)*

No action taken.

*Review and presentation of 2020 audit materials (Ebbert/Baker Tilly)*

Cm. Becker moved, seconded by Cm. Johnson to accept and file the 2020 Financial Statements. Motion carried.

#### **UNFINISHED BUSINESS – NONE**

**NEW BUSINESS:**

*Review and possible action relating to 2021-2022 Municipal Insurance Proposals for the City of Fort Atkinson (LeMire/Ebbert)*

Manager LeMire reviewed the four quotes received for insurance from EMC, CIC, LWMMI and CVMIC. Discussion was held on various coverage, limits and additional benefits provided by the companies.

Cm. Becker moved, seconded by Cm. Johnson to accept the proposal from R&R Insurance and the League of Wisconsin Municipalities Mutual Insurance to provide municipal insurance and loss control services for the City of Fort Atkinson starting on July 1, 2021 through June 30, 2022 for a premium of \$308,674. Motion carried.

*Review and possible action relating to a proposal from Ignatek, LLC for Interactive Council Chambers to support future hybrid public meetings not to exceed \$31,765.63 (Ebbert)*

Clerk Ebbert reviewed the quote that would provide for a hybrid approach to interactive meetings allowing in person and virtual attendance. The cost for the upgrades will be covered by the ARPA funds.

Cm. Becker moved, seconded by Cm. Johnson to accept the proposal from Ignatek, LLC to construct an interactive Council Chambers to support hybrid public meetings in an amount not to exceed \$31,765.63, using ARPA funds. Motion carried.

*Review and possible action relating to proposals for a Phase II Environmental Assessment for the Loeb-Lorman Remediation Project (Selle)*

Engineer Selle presented the next step in the project with four quotes from firms. Terracon provided a competitive quote that included 17 soil and 14 water samples. The cost of the remediation will be covered by the CDBG grant.

Cm. Hartwick moved, seconded by Cm. Johnson to accept the proposal from Terracon to provide the Phase II Environmental Assessment on the former Loeb-Lorman properties for \$25,900, using the City's CDBG CLOSE project funds. Motion carried.

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

**ADJOURNMENT**

Cm. Becker moved, seconded by Cm. Johnson to adjourn. Meeting adjourned at 8:52 pm.

Respectfully,  
Michelle Ebbert  
City Clerk/Treasurer



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**PLAN COMMISSION MEETING MINUTES  
REMOTE VIA PHONE USING ZOOM  
TUESDAY, JUNE 22, 2021 – 4:00 PM**

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**CALL MEETING TO ORDER**

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

**ROLL CALL**

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

**REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE JUNE 8, 2021 REGULAR PLAN COMMISSION MEETING**

Cm. Becker moved, seconded by Engineer Selle to approve the minutes as presented. Motion carried.

**REVIEW OF CONCEPT PLAN PROPOSAL FROM TRUE STORAGE FOR A PLANNED UNIT DEVELOPMENT AT THE FORMER SHOPKO BUILDING AT 1425 JANESVILLE AVENUE IN THE CITY OF FORT ATKINSON.**

Engineer Selle discussed the concept plan that proposes to allow self-storage which is a prohibited use in the UMU zoning district. Feedback was requested of the Commission. Representatives from True Storage provided information regarding their business model, typical clients, potential monthly rental fee and images from other locations. The Commission shared a favorable consensus for this item to return on a future agenda for additional review and potential action or recommendation.

**REVIEW OF CONCEPT PLAN PROPOSAL FROM LOAD N LOCK STORAGE LLC FOR A PLANNED UNIT DEVELOPMENT AT 1216 WHITEWATER AVENUE IN THE CITY OF FORT ATKINSON.**

This item will be reviewed July 13, 2021.

**ADJOURNMENT**

Cm. Highfield moved, seconded by Cm. Becker to adjourn. Meeting adjourned at 4:46 pm.

Respectfully submitted  
Michelle Ebbert  
City Clerk/Treasurer



City of Fort Atkinson  
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**AMBULANCE ADVISORY COMMITTEE MEETING MINUTES  
REMOTE VIA PHONE USING ZOOM  
JUNE 29, 2021 - 3:00 PM**

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**CALL TO ORDER**

The meeting was called to order by President Chris Scherer via zoom at 3:00 p.m.

**ROLL CALL**

Members present: President Scherer, Cm. Hartwick, Chief Daryl Rausch, City of Fort Atkinson representative Autumn Harden and Fort Health Care Rep Jessica Brady.

Absent: Chief Bump, Town of Koshkonong Bridget Woods.

Also present: City Manager Rebecca LeMire, Clerk/Treasurer Michelle Ebbert, Erin Ryan and Cody Letson of Ryan Bros.

**APPROVE MINUTES OF APRIL 19, 2019**

Chief Rausch moved, seconded by Jessica Brady to approve the minutes from the April 19, 2019 Ambulance Advisory Committee. Motion carried.

**REVIEW AND POSSIBLE ACTION RELATING TO THE 2019 YEAR END REPORT FROM RYAN BROS  
AMBULANCE**

Chief Rausch moved, seconded by Autumn Harden to recommend the City Council accept and file the 2019 year-end report from Ryan Bros Ambulance. Motion carried.

**REVIEW AND POSSIBLE ACTION RELATING TO THE 2020 YEAR END REPORT FROM RYAN BROS  
AMBULANCE**

Ryan Bros. Ambulance reviewed their annual report that included community activity in 2019 and their response and actions dealing with the pandemic.

Member Autumn Harden departed at 3:30 pm.

Member Jessica Brady departed at 3:50 pm.

Due to lack of a quorum, no action was taken on the 2020 year-end report.

**ADJOURNMENT**

Cm. Hartwick moved, seconded by Pres Scherer to adjourn. Meeting adjourned at 4:00 p.m.

Respectfully submitted  
Michelle Ebbert  
Clerk/Treasurer



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**LICENSE COMMITTEE MEETING  
REMOTE VIA PHONE USING ZOOM  
WEDNESDAY, JUNE 30, 2021 – 8:30 AM**

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**CALL MEETING TO ORDER**

Pres Scherer called the meeting to order at 8:32 am.

**ROLL CALL**

Present: Cm. Hartwick, Cm. Housley and Pres. Scherer. Also present City Manager, City Clerk/Treasurer Ebbert and City Attorney Westrick.

**REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO 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.**

Clerk Ebbert reviewed the submitted application and appropriate documentation. The application is for Class "B" Fermented Malt and "Class C" Wine with on-site consumption. No concerns were presented by the Committee.

Cm. Hartwick moved, seconded by Cm. Housley to recommend the City Council approve the 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 contingent upon payment of monies owed to the City of Fort Atkinson. Motion carried.

**REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO 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.**

**REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO 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.**

**REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO 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.**

Clerk Ebbert reviewed the submissions for Kwik Trip Inc for the addition of "Class A" Intoxicating Liquor to their Class "A" Fermented Malt license. This would allow for off-site

consumption of liquor, malt and wine beverages. Site plan/store layouts were provided for all locations confirming where locked cabinets or secure sales area will be positioned in the stores. Sales of liquor must commence at 9:00 pm per State Statute.

Cm. Hartwick moved, seconded by Cm. Housley to recommend the City Council approve the 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. Motion carried.

Cm. Hartwick moved, seconded by Cm. Housley to recommend the City Council approve the 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. Motion carried.

Cm. Hartwick moved, seconded by Cm. Housley to recommend the City Council approve the 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. Motion carried.

#### **ADJOURNMENT**

Cm. Housley moved, seconded by Cm. Hartwick to adjourn. Meeting adjourned at 8:46 am.

Respectfully submitted  
Michelle Ebbert  
City Clerk/Treasurer



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

## MEMORANDUM

**DATE:** July 6, 2021

**TO:** Fort Atkinson City Council

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

**RE:** Review and possible action relating to Alcohol Beverage License applications for the licensing period of July 7, 2021 to June 30, 2022

### BACKGROUND

The State of Wisconsin regulates alcohol licensing for local governments through Chapter 125. There are three classes of Licenses; Class A, Class B and Class C. "Class C" pertains strictly to wine with consumption on-site in a restaurant. The difference between Class A and B is where alcohol is authorized for sale and for consumption. Class A generally offers sale of alcohol on-site with consumption off-site (e.g. grocery or liquor store, gas station or convenience store). Class B allows for on-site sale and on-site consumption (e.g. Restaurant, Bar, Bowling Alley, Tavern). Class A can easily be remembered because alcohol is consumed *Away* from the premises. Likewise, Class B you consume on-site, for example *Bar*.

Table 1: Type of license, beverage and where consumption is permitted.

<u>Type of License</u>	<u>Type of Beverage</u>	<u>Consumption Location</u>
"Class A"	Intoxicating Liquor	Off-site
Class "A"	Fermented Malt	Off-site
"Class A" Liquor: Cider Only*	Cider Only	Off-site
"Class B"	Intoxicating Liquor	On-site
Class "B"	Fermented Malt	On-site
"Class C"	Wine only	On-site
Reserve "Class B"	Intoxicating Liquor	On-site
Temporary Class "B" **	Fermented Malt	On-site
Temporary "Class B" **	Wine	On-site

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

- The "Class A" liquor license application is for sales limited to cider products only.
- The application for a "Class A" liquor license holds a Class "A" beer license for the same premises.

2015 Act 55 provision also defines 'cider' to mean any alcohol beverage that is obtained from the fermentation of the juice of apples or pears and that contains not less than 0.5 percent alcohol by volume and not more than 7.0 percent alcohol by volume. "Cider" includes flavored, sparkling, and carbonated cider.



\*\* Temporary Class “B” Fermented Malt and Temporary “Class B” Wine – these licenses are issued throughout the year to lodges, societies, bona fide clubs, chambers, non-profit, etc.

Table 2: Combination of Licenses

<u>License Combinations</u>	<u>Type of Beverage(s)</u>	<u>Consumption Location</u>
“Class A” and Class “A”	Intoxicating Liquor and Fermented Malt	Off-site
Class “A” and “Class A” Liquor: Cider Only	Fermented Malt and Cider	Off-site
“Class B” and Class “B”	Intoxicating Liquor and Fermented Malt	On-site
Class “B” and “Class C” Wine	Fermented Malt and Wine	On-site
Reserve “Class B” and Class “B”	Intoxicating Liquor and Fermented Malt	On-site
Temporary Class “B” and Temporary “Class B”	Fermented Malt and Wine	On-site

Table 3: License fees

<u>Type of License</u>	<u>License Fee</u>
“Class A” Intoxicating Liquor	\$500.00
Class “A” Fermented Malt	\$100.00
“Class A” Liquor: Cider Only	No fee.
“Class B” Intoxicating Liquor	\$500.00
Class “B” Fermented Malt	\$100.00
“Class C” Wine Only	\$100.00
Reserve “Class B” Intoxicating Liquor	\$10,000 (one-time)
Temporary Class “B” Fermented Malt	\$10.00
Temporary “Class B” Wine	\$10.00

A combination Class A license (intoxicating liquor and fermented malt) would total \$600.00

Table 4: Existing Quotas

<u>License</u>	<u>Quota</u>	<u>Licenses Issued</u>	<u>Licenses Available</u>
“Class A” Intoxicating Liquor	16 - 1 per 750 residents	10	6*
Class “A” Fermented Malt	17 - 1 per 750 residents	17	0
“Class B” Intoxicating Liquor	25 - 1 per 500 residents	25	0
RESERVE “Class B” Intoxicating Liquor	3 - \$10,000 one-time fee	3	0

\*The City Council adopted Ordinance 799 on May 18<sup>th</sup> increasing the number of “Class A” licenses.

City of Fort Atkinson Code of Ordinances Sec. 6 addresses the following stipulations on issuing licenses.

**Sec. 6-33. Licenses**

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

**Sec. 6-87. Standards for premises.**

No retail Class A license for the sale of intoxicating liquor shall be granted for any convenience store (as defined in the City of Fort Atkinson Zoning code) unless such premises provides for a separate area where the liquor will be kept for sale and which meets the following criteria:

- 1) The area must be at least 250 square feet.
- 2) The area must be fully enclosed with permanent walls a minimum of eight feet in height.
- 3) The area must have only one exit and entrance.
- 4) The entrance and exit of the separated area must be directly visible from the store’s register area to provide constant monitoring.
- 5) The area shall be clearly labeled as restricted to those of legal drinking age.
- 6) Variances from these standards must be requested of the license committee and the City of Fort Atkinson Planning Commission.

**DISCUSSION**

Carla Robinson Stewart, dba Carla’s Catering, submitted an application for a Class “B” Fermented Malt and “Class C” Wine license for use at 1525 Janesville Avenue. This would allow for on-site sales and consumption of malt beverage and wine. Appropriate documentation was provided including WI Seller’s Permit, Federal ID and a successful background check on the applicant.

Kwik Trip Inc has applied for “Class A” Intoxicating Liquor for their three locations:

- #439 at 1565 Madison Avenue,
- #1506 at 1680 Janesville Avenue and
- #1502 (Stop-N-Go) at 313 Madison Avenue.

All three locations currently hold a Class “A” Fermented Malt and “Class A” Liquor Cider Only license. If approved, the locations would be able to sell intoxicating liquor, fermented malt, wine and cider products.

**FINANCIAL ANALYSIS**

Alcohol license fees for the submitted applications is \$1,700. Applicants are also invoiced for a publication fee of \$25.00 per application/location.

**RECOMMENDATION**

The License Committee met on June 30, 2021 and unanimously recommended that these four alcohol license applications be approved.

Staff recommends that the City Council approve the Alcohol License Applications for the licensing period of July 7, 2021 to June 30, 2022 for:

- Carla Robinson Stewart dba Carla's Catering, 1525 Janesville Avenue
- Kwik Trip Inc, dba Kwik Trip #439, 1565 Madison Avenue
- Kwik Trip Inc, dba Kwik Trip #1506, 1680 Janesville Avenue
- Kwik Trip Inc, dba Stop-N-Go #1502, 313 Madison Avenue

contingent upon all monies owed to the City are paid prior to license issuance by the City Clerk.

**ATTACHMENTS**

Alcohol License Applications

**Original Alcohol Beverage Retail License Application**

(Submit to municipal clerk.)

For the license period beginning: 07/01/2021 ending: 06/30/2022  
(mm dd yyyy) (mm dd yyyy)To the Governing Body of the: ☐ Town of } FORT ATKINSON  
☐ Village of }  
☒ City of }County of JEFFERSONAldermanic Dist. No. \_\_\_\_\_  
(if required by ordinance)Check one: ☒ Individual ☐ Limited Liability Company  
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>4560000000000000</u>	
FEIN Number <u>000000000</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input checked="" type="checkbox"/> Class C wine	\$ <u>100</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>25.00</u>
<b>TOTAL FEE</b>	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

Robinson Stewart, Carla J

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) *
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Carla's Catering Business Phone Number 920-728-32462. Address of Premises 1525 Janesville Ave Post Office & Zip Code Fort Atkinson, WI 53538

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Entire First floor of building.

4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☐ Yes ☒ No

(b) If yes, under what name was license issued? \_\_\_\_\_

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ..... ☒ Yes ☐ No  
individual will be supervising staff and or serving
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☒ No  
**If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ..... ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state \_\_\_\_\_ and date \_\_\_\_\_ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ..... ☐ Yes ☐ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☐ Yes ☐ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ..... ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ..... ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) Robinson Stewart, Carla J	Title/Member Owner	Date 06/03/2021
Signature <i>Carla J Robinson Stewart</i>	Phone Number 920-728-3246	Email Address carla@carlascatering.com

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk 6-4-2021	Date reported to council / board 7-6-2021	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

**Original Alcohol Beverage Retail License Application**

(Submit to municipal clerk.)

For the license period beginning: Upon approval ending: 06/30/2022  
(mm dd yyyy) (mm dd yyyy)To the Governing Body of the: ☐ Town of }  
☐ Village of } FORT ATKINSON  
☒ City of }County of JEFFERSON Aldermanic Dist. No. \_\_\_\_\_  
(if required by ordinance)Check one: ☐ Individual ☐ Limited Liability Company  
☐ Partnership ☒ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number 456000000000000000	
FEIN Number 00-1000000	
TYPE OF LICENSE REQUESTED	FEE
<input checked="" type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
<b>TOTAL FEE</b>	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

KWIK TRIP, INC., 1626 OAK ST., PO BOX 2107, LA CROSSE, WI 54602

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
ZIETLOW	DONALD	PAUL	2802 BERGAMOT PL., ONALASKA, WI 54650
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
WROBEL	JEFFREY	JAMES	3633 BENTWOOD PL., LA CROSSE, WI 54601
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
KNUTSON	RYAN	LEE	301 PARK ST, APT 5, FT. ATKINSON, WI 53538
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
ZIETLOW	DONALD	PAUL	2802 BERGAMOT PL., ONALASKA, WI 54650

1. Trade Name KWIK TRIP 439 Business Phone Number 920-568-2857

2. Address of Premises 1565 MADISON AVE. Post Office &amp; Zip Code FT. ATKINSON 53538

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

ONE-STORY FRAME CONSTRUCTION WITH STORAGE IN LOCKABLE WALK-IN COOLER AND CABINETS AND BEHIND SALES COUNTER.

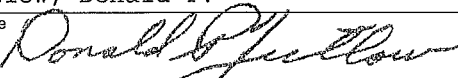
4. Legal description (omit if street address is given above):

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☒ Yes ☐ No

(b) If yes, under what name was license issued? KWIK TRIP 439 - BEER &amp; CIDER

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ..... ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☒ No  
**If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ..... ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WISCONSIN and date 10/07/64 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ..... ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No  
**If yes, explain.**  
KWIK TRIP, INC. HAS MULTIPLE RETAIL LOCATIONS IN WISCONSIN DOING  
BUSINESS UNDER THE TRADE NAMES KWIK TRIP, TOBACCO OUTLET PLUS, TOBACCO  
OUTLET PLUS GROCERY & STOP-N-GO.
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ..... ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ..... ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) Zietlow, Donald P.	Title/Member President	Date 6-15-21
Signature 	Phone Number 608-793-6262	Email Address DHafner@kwiktrip.com

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk 6-21-21	Date reported to council / board 7-6-21	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	





**Original Alcohol Beverage Retail License Application**

(Submit to municipal clerk.)

For the license period beginning: Upon Approval ending: 06/30/2022  
(mm dd yyyy) (mm dd yyyy)To the Governing Body of the: ☐ Town of } FORT ATKINSON  
☐ Village of }  
☒ City of }County of JEFFERSON Aldermanic Dist. No. \_\_\_\_\_  
(if required by ordinance)Check one: ☐ Individual ☐ Limited Liability Company  
☐ Partnership ☒ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>45600000000103</u>	
FEIN Number <u>33-1096865</u>	
TYPE OF LICENSE REQUESTED	FEE
<input checked="" type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
<b>TOTAL FEE</b>	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
KWIK TRIP, INC., 1626 OAK ST., PO BOX 2107, LA CROSSE, WI 54602**An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.**

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
ZIETLOW	DONALD	PAUL	2802 BERGAMOT PL., ONALASKA, WI 54650
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
WROBEL	JEFFREY	JAMES	3633 BENTWOOD PL., LA CROSSE, WI 54601
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
KNUTSON	RYAN	LEE	301 PARK ST, APT 5, FT. ATKINSON, WI 53538
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
ZIETLOW	DONALD	PAUL	2802 BERGAMOT PL., ONALASKA, WI 54650

1. Trade Name KWIK TRIP 1506 Business Phone Number 920-563-4100  
2. Address of Premises 1680 JANESVILLE AVE. Post Office & Zip Code FT. ATKINSON 53538

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

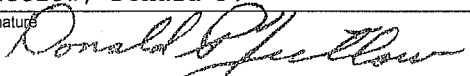
ONE-STORY FRAME CONSTRUCTION WITH STORAGE IN LOCKABLE WALK-IN COOLER AND  
CABINETS AND BEHIND SALES COUNTER.

4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☒ Yes ☐ No(b) If yes, under what name was license issued? KWIK TRIP 1506 - BEER & CIDER

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ..... ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☒ No  
**If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ..... ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WISCONSIN and date 10/07/64 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ..... ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No  
**If yes, explain.**  
KWIK TRIP, INC. HAS MULTIPLE RETAIL LOCATIONS IN WISCONSIN DOING  
BUSINESS UNDER THE TRADE NAMES KWIK TRIP, TOBACCO OUTLET PLUS, TOBACCO  
OUTLET PLUS GROCERY & STOP-N-GO.
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ..... ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ..... ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Zietlow, Donald P.</u>	Title/Member <u>President</u>	Date <u>6-15-21</u>
Signature 	Phone Number <u>608-793-6262</u>	Email Address <u>DHafner@kwiktrip.com</u>

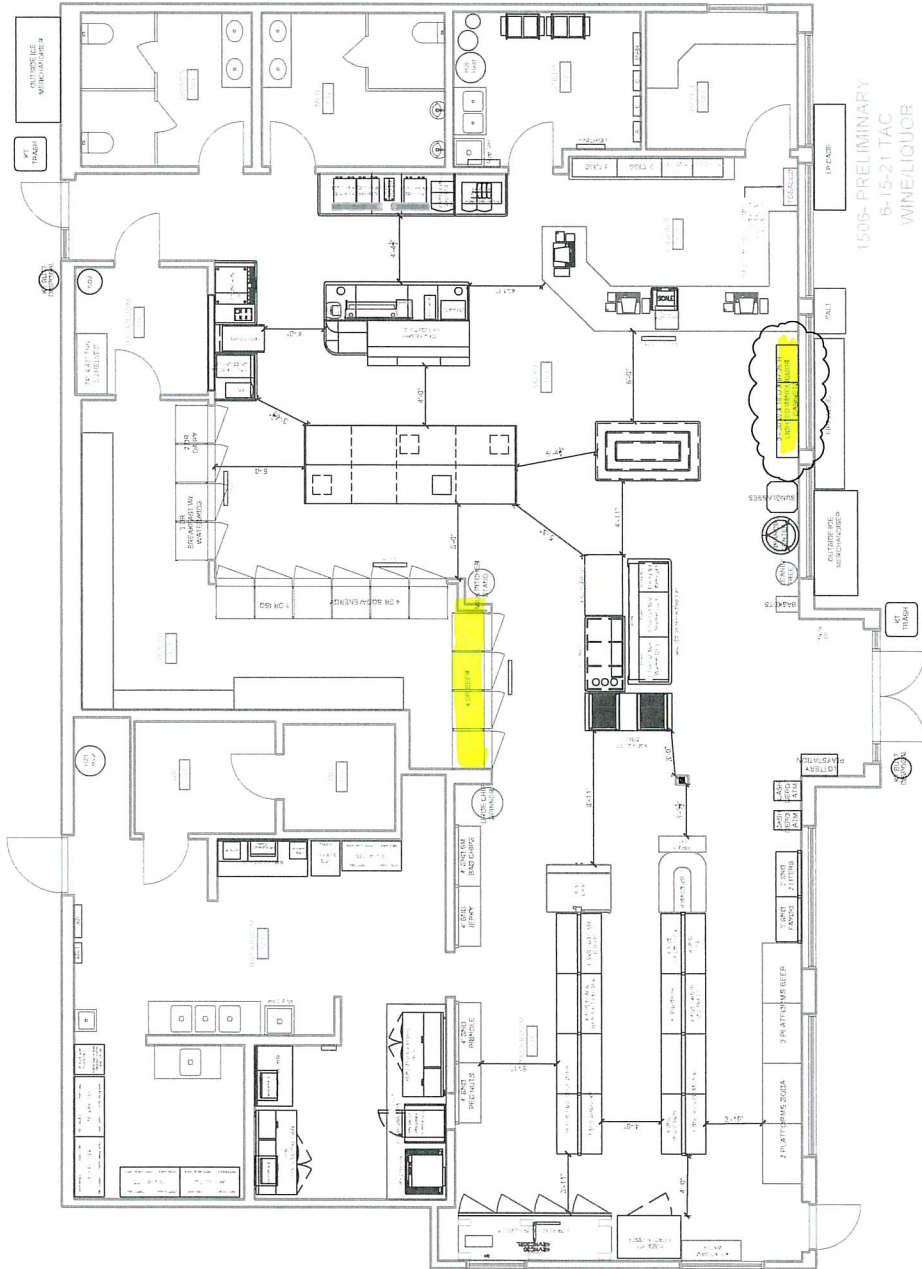
**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>6-21-21</u>	Date reported to council / board <u>7-6-21</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Kwik Trip Inc.  
210 S.W. 1st St.  
P.O. Box 1000  
Tulsa, OK 74101-1000  
(918) 581-1000

CONVENIENCE STORE #1506  
WITH XXXXXX  
7880 JAMESVILLE AVE  
TULSA, OK 74114

1506



FLOOR PLAN  
Page 1 of 1

**Original Alcohol Beverage Retail License Application**

(Submit to municipal clerk.)

For the license period beginning: Upon Approval ending: 06/30/2022  
(mm dd yyyy) (mm dd yyyy)To the Governing Body of the: ☐ Town of } FORT ATKINSON  
☐ Village of }  
☒ City of }County of JEFFERSON Aldermanic Dist. No. \_\_\_\_\_  
(if required by ordinance)Check one: ☐ Individual ☐ Limited Liability Company  
☐ Partnership ☒ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>4560000000000000</u>	
FEIN Number <u>33-1006985</u>	
TYPE OF LICENSE REQUESTED	FEE
<input checked="" type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
<b>TOTAL FEE</b>	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
KWIK TRIP, INC., 1626 OAK ST., PO BOX 2107, LA CROSSE, WI 54602

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
ZIETLOW	DONALD	PAUL	2802 BERGAMOT PL., ONALASKA, WI 54650
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
WROBEL	JEFFREY	JAMES	3633 BENTWOOD PL., LA CROSSE, WI 54601
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BREHMER	DAWN	MARIE	315 W. FULTON ST., EDGERTON, WI 53534
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
ZIETLOW	DONALD	PAUL	2802 BERGAMOT PL., ONALASKA, WI 54650

1. Trade Name STOP-N-GO 1502 Business Phone Number 920-563-8204  
 2. Address of Premises 313 MADISON AVE. Post Office & Zip Code FT. ATKINSON 53538

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

ONE-STORY FRAME CONSTRUCTION WITH STORAGE IN LOCKABLE COOLERS AND CABINETS  
AND BEHIND SALES COUNTER.

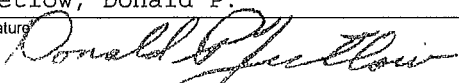
4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☒ Yes ☐ No

(b) If yes, under what name was license issued? STOP-N-GO 1502 - BEER & CIDER

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ..... ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☒ No  
**If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ..... ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WISCONSIN and date 10/07/64 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ..... ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No  
**If yes, explain.**  
KWIK TRIP, INC. HAS MULTIPLE RETAIL LOCATIONS IN WISCONSIN DOING  
BUSINESS UNDER THE TRADE NAMES KWIK TRIP, TOBACCO OUTLET PLUS, TOBACCO  
OUTLET PLUS GROCERY & STOP-N-GO.
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ..... ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ..... ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No

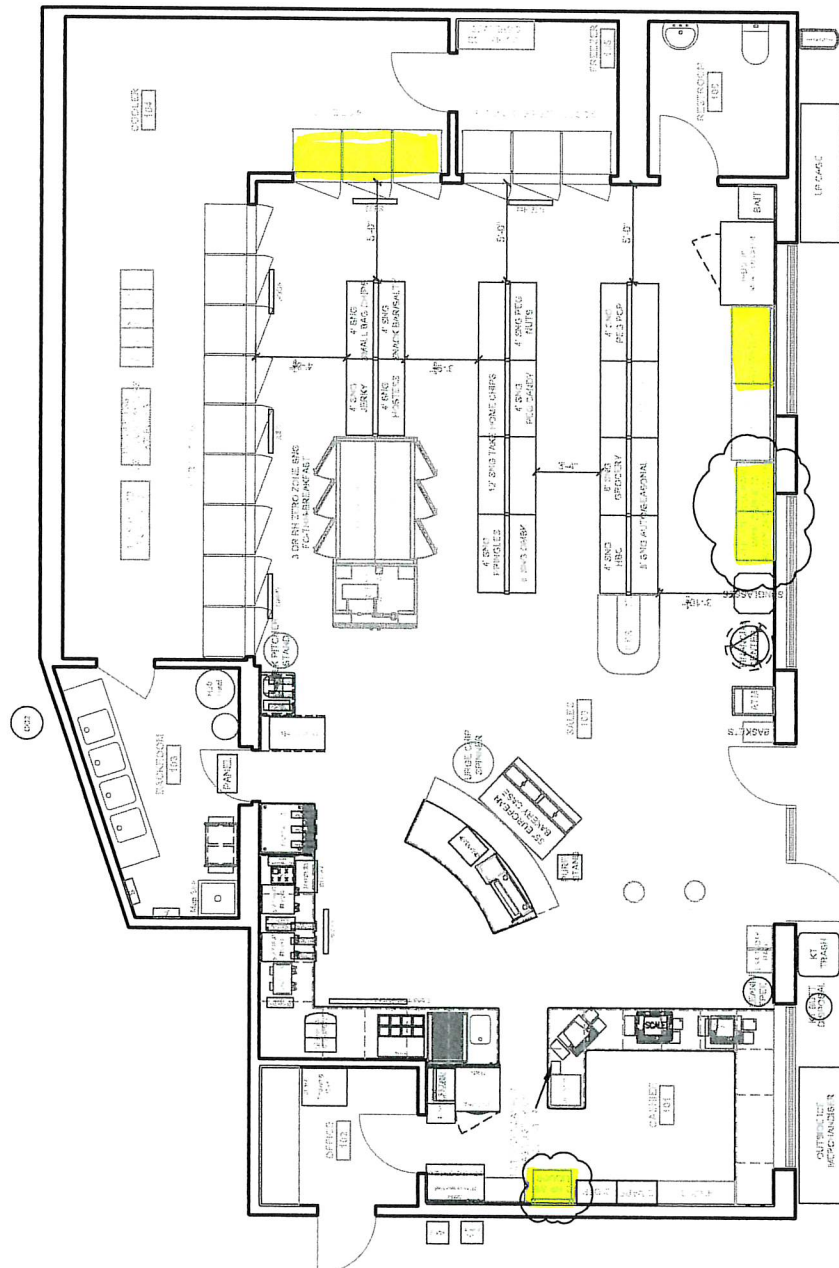
**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Zietlow, Donald P.</u>	Title/Member <u>President</u>	Date <u>6-15-21</u>
Signature 	Phone Number <u>608-793-6262</u>	Email Address <u>DHafner@kwiktrip.com</u>

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>6-21-21</u>	Date reported to council / board <u>7-6-21</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

**Kwik  
Star**





411 East Wisconsin Avenue  
Suite 2400  
Milwaukee, Wisconsin 53202-4428  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Attorneys at Law in  
Chicago  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
Tampa  
Tucson  
Washington, D.C.

June 24, 2021

**VIA EMAIL AND UPS**

Ms. Michelle A. Ebbert  
City Clerk/Treasurer/Finance Director  
City of Fort Atkinson  
101 North Main Street  
Fort Atkinson, WI 53538

Re: Bond Resolution - \$14,125,508 City of Fort Atkinson Sewerage System Revenue Bonds, Series 2021 (Clean Water Fund Loan) (the "Revenue Bonds")

Dear Ms. Ebbert:

Enclosed for consideration at the July 6, 2021 City Council meeting are two copies of a **Resolution** authorizing the execution of the Financial Assistance Agreement and the issuance of the Revenue Bonds to the State of Wisconsin Clean Water Fund Program. A copy of the draft Financial Assistance Agreement provided by DNR should be distributed to the City Council along with the Resolution.

If you have not already done so, please include this Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). **If the meeting will be a virtual meeting, please be sure to include on the agenda and the notices the dial-in number or other information necessary for the public and the media to access and monitor the meeting.** The enclosed **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which this Resolution is adopted.

Ms. Michelle A. Ebbert  
June 24, 2021  
Page 2

Unless the City Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the City Council is necessary to adopt this Resolution. We have enclosed an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution.

We are also enclosing a **Municipal Information Questionnaire** and **Tax Matters Questionnaire**. Please review, correct, if necessary, complete and return them to us.

Please return two executed copies of the Resolution, and one copy of the Excerpts of Minutes, the Certificate of Compliance with Open Meeting Law and the Questionnaires to us by an overnight delivery service so that we receive them no later than **Tuesday, July 13**. A copy of the Resolution should be incorporated into the minutes of the July 6, 2021 meeting.

Finally, we are enclosing a **Notice** regarding the adoption of the resolution authorizing the issuance and sale of the Revenue Bonds which you should provide to the City's official newspaper to be published as a class 1 notice as soon as possible after adoption of the Resolution. Please forward an Affidavit of Publication (which must be signed by a representative of the newspaper) for the Notice to us once it has been published.

If you have any questions regarding these documents or any other matter, please do not hesitate to call me at (414) 277-5761.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:TAB

Enclosures

#350035.00018

cc: David Westrick, Esq. (w/enc. via email)  
Mr. Andy Selle (w/enc. via email)  
Mr. Paul Christensen (w/enc. via email)  
Mr. Nathan Cassity (w/enc. via email)  
Ms. Susan Wojtkiewicz (w/enc. via email)  
Mr. Justin Fischer (w/enc. via email)  
Ms. Emily Timmerman (w/enc. via email)  
Mr. David R. Erdman (w/enc. via email)  
Ms. Katherine C. Miller (w/enc. via email)  
Mr. Andrew Behm (w/enc. via email)  
Ms. Kimberly Leizinger (w/enc. via email)  
Ms. Tracy A. Berrones (w/enc. via email)



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

**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 CWFPP 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

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Rebecca Houseman LeMire  
City Manager

Attest:

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Michelle A. Ebbert  
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED  
NO. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
JEFFERSON COUNTY  
CITY OF FORT ATKINSON

REGISTERED  
\$ \_\_\_\_\_

SEWERAGE SYSTEM REVENUE BOND, SERIES 2021

Final  
Maturity Date

Date of  
Original Issue

May 1, 2041

\_\_\_\_\_, 20\_\_

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Fort Atkinson, Jefferson County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2024 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 1.557% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2021.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2024 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at One and 557/1000ths percent (1.557%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted July 6, 2021, and entitled: "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 is payable only from the income and revenues of the Sewerage System of the Municipality (the "Utility"). This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its City Manager and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF FORT ATKINSON,  
WISCONSIN

(SEAL)

By: \_\_\_\_\_  
Rebecca Houseman LeMire  
City Manager

By: \_\_\_\_\_  
Michelle A. Ebbert  
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

\_\_\_\_\_

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

\_\_\_\_\_

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

\_\_\_\_\_

SCHEDULE A

\$14,125,508

CITY OF FORT ATKINSON, WISCONSIN  
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2021

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2024	\$685,967.34
May 1, 2025	696,647.85
May 1, 2026	707,494.66
May 1, 2027	718,510.35
May 1, 2028	729,697.56
May 1, 2029	741,058.95
May 1, 2030	752,597.24
May 1, 2031	764,315.18
May 1, 2032	776,215.56
May 1, 2033	788,301.24
May 1, 2034	800,575.09
May 1, 2035	813,040.05
May 1, 2036	825,699.08
May 1, 2037	838,555.21
May 1, 2038	851,611.52
May 1, 2039	864,871.11
May 1, 2040	878,337.15
May 1, 2041	892,012.86



State of Wisconsin  
Department of Natural Resources  
Bureau of Community Financial Assistance  
101 South Webster Street, 2nd Floor  
PO Box 7921  
Madison, Wisconsin 53707-7921

Financial Assistance Agreement  
Clean Water Fund Program  
Form 8700-214A rev 03/21

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM  
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

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STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
DEPARTMENT OF ADMINISTRATION

and

CITY OF FORT ATKINSON

---

\$15,875,508 With up to \$1,750,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

---

Dated as of July 28, 2021

---

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

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Municipal Identification No. 28226  
Clean Water Fund Program Project No. 4035-04

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated July 28, 2021, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Statute"), and the City of Fort Atkinson, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA determined the CWFP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality for repayment of the Municipal Obligations; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I  
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the Federal Water Pollution Control Act, 33 U.S. Code §§1250 et seq., as amended.

"American Iron and Steel" means the requirements contained in section 608 of the Act.

"Application" means the written application of the Municipality dated September 30, 2020, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to the Statute, and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Fiscal Sustainability Plan" means a plan meeting the minimum requirements of section 603(d)(1)(E) of the Act.

"Loan" means the loan or loans made by the CWFP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, the form of which is included as Exhibit C hereto, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,

- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the CWFP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means the City of Fort Atkinson, a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parallel Cost Percentage" means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Costs eligible for CWFP financing.

"Parity Obligations" means any obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2020-0763, approved by DNR on January 28, 2021, as the same may be amended or modified from time to time in accordance with this FAA.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal

pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required pursuant to the Act, Statute, Regulations, or this FAA. The amount of principal forgiveness available for this Project as of the date of this FAA is \$1,750,000, which consists of \$750,000 of general principal forgiveness and \$1,000,000 of priority principal forgiveness for phosphorus reduction. The applicable percentage of principal forgiveness for this Project, as shown on the Final Funding List, is 15%.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered, specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned CWFP Project No. 4035-04 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CWFP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 110, NR 150, NR 151, NR 162, and NR 216, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to ss. 281.59 and 281.61, Wis. Stats.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance (or other legislative enactments) meeting the requirements of the Regulations and enacted and enforced in each jurisdiction served by the Project.

"Sewerage 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.

"State" means the State of Wisconsin.

"Statute" means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.08, Wis. Adm. Code.

"User Fees" means fees charged or to be charged to users of the Project or the Sewerage System of which the Project is a part pursuant to a User Charge System or otherwise.

"Water Quality Act" means the federal Water Quality Act of 1987, as amended.

"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.



## ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the CWFP The CWFP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.
- (b) The CWFP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the CWFP is authorized to execute and deliver this FAA and to take actions and make determinations that are required of the CWFP under the terms and conditions of this FAA.
- (e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the CWFP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the CWFP, there is no action, suit, proceeding, or investigation at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the CWFP, or, to the knowledge of the CWFP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents and as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
  - (1) conduct its business and own its properties,
  - (2) enter into this FAA,
  - (3) adopt the Municipal Obligation Resolution,
  - (4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
  - (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.
- (b) The Municipality's Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$14,125,508 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or, to the knowledge of the Municipality, any basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority, and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.58(7), Wis. Stats., for financing from the CWFP and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures (SERP) contained in the Regulations. Portions of the Project that are ineligible for financing from the CWFP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and will remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and will remain in substantial compliance with all applicable conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, or the SDWLP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is April 28, 2023.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by deducting those amounts from any State payments due the Municipality. State aids information is available on: the Wisconsin Department of Revenue's website at <https://www.revenue.wi.gov/Pages/Report/shared-revenue-state.aspx>, and the Wisconsin Department of Transportation's website at <https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/gta.aspx>.

The Municipality acknowledges that s. 70.60, Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Sewerage System or, in the case of a joint utility system, to bill the users of the Municipality's Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$15,875,508 with Principal Forgiveness of \$1,750,000 for payment of Project Costs.

ARTICLE III  
LOAN PROVISIONS

Section 3.01. Loan Clauses

- (a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of \$14,125,508. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.
- (b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.
- (c) The Loan shall bear interest at the rate of one and 557/1000ths percent (1.557%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations, from the date of disbursement until the date such amounts are repaid or forgiven. A description of how the interest rate was determined is included in the Project Manager Summary Page (Exhibit F).
- (d) Disbursements of Financial Assistance shall generally be made: first, in the form of a Loan disbursement on the Municipal Obligations, which must be at least 5% of the Municipal Obligation amount or \$50,000, whichever is less; second, in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$1,750,000; and third, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.
- (e) The Municipal Obligations shall include the Loan Disbursement Table (Exhibit C). The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.
- (f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.
- (g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on July 28, 2021. It is understood that the actual amount of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Sewerage System, and the Municipality shall agree that, if revenues from the Sewerage System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Sewerage System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Sewerage System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.08 hereof.

Section 3.04. Other Amounts Payable The Municipality hereby expressly agrees to pay to the CWFP:

- (a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and
- (b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

Section 3.05. Sale and Redemption of Municipal Obligations

- (a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.
- (b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. Disbursement of Financial Assistance

- (a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.

(c) The CWFP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and CWFP funds were previously disbursed for costs not eligible for CWFP funding or not eligible under this FAA, the CWFP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for CWFP funding or not eligible under this FAA, the Municipality agrees to repay to the CWFP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The CWFP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) the Municipality certifies in writing to DNR its compliance with applicable federal requirements (certification must be as prescribed on Exhibit G); and

(4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures. It states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

### Section 3.07. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date this FAA was executed; or immediately terminate this FAA and disburse no additional funds, if the Loan has not been fully disbursed.
- (3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Municipality's Sewerage System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.
- (4) In the case of a joint utility system, the CWFP may bill the users of the Municipality's system directly.
- (5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:



(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Sewerage System (which is a dedicated source of revenue); and

(b) the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's User Charge System or other revenues pledged under Section 3.08(a) above, to any person other than the CWFP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV  
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Sewerage System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of this FAA.

In the event the Sewerage System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Financial Assistance or to repair or replace the Sewerage System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit G of this FAA;

(4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project; and

(5) submit to DNR a completed Operation and Maintenance Manual Certification Checklist form to be provided by DNR or obtained from DNR's website.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the CWFP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds, pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance and shall not be entitled to any reimbursement therefore from the CWFP, or the owners of any Bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment to this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the CWFP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

## ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

- (1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit.

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Sewerage System or Project, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

(c) The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for replacement and major repair of equipment necessary for the operation of the Sewerage System, or for unexpected, unbudgeted costs incurred for continuing effective operations of the Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, and with this FAA, including, without limitation, the Statute, the Regulations, and the WPDES Permit.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Sewerage System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the CWFP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose

reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied, unless such noncompliance is waived by DNR.

#### Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the CWFP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the CWFP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs will be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

#### Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA, and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.08, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least every two years and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Sewerage System; any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project or operate the Sewerage System or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Sewerage System, or acts or omissions of the Municipality's employees, agents, or representatives.

#### Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. Sewer Use Ordinance The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Statute and Regulations.

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance for the Project).

Section 5.21. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and

(4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. Wage Rate Requirements The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.23. Fiscal Sustainability Plan The Municipality shall complete all the required components of a Fiscal Sustainability Plan prior to Project closeout and shall maintain the plan at least for the life of the Loan.

Section 5.24. American Iron and Steel The Municipality agrees to comply with requirements for use of American Iron and Steel contained in section 608 of the Act for products used in the Project which are made primarily of iron and/or steel.

Section 5.25 Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are not considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities.



ARTICLE VI  
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION  
OFFICE OF CAPITAL FINANCE  
CLEAN WATER FUND PROGRAM  
101 EAST WILSON STREET 10TH FLOOR  
MADISON WI 53702-0004  
OR  
PO BOX 7864  
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES  
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE  
101 SOUTH WEBSTER STREET CF/2  
MADISON WI 53702-0005  
OR  
PO BOX 7921  
MADISON WI 53707-7921
- (c) US BANK CORP TRUST  
MATTHEW HAMILTON EP-MN-WS3T  
60 LIVINGSTON AVENUE  
ST PAUL MN 55101-2292
- (d) CITY OF FORT ATKINSON  
101 NORTH MAIN STREET  
FORT ATKINSON WI 53538

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the CWFP (by DNR and DOA acting under authority of the Statute) and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the CWFP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, and providing Principal Forgiveness; and assigning, and confirming the rights, security interests, and agreements concerning Principal Forgiveness or intended to be Principal Forgiveness provided by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF FORT ATKINSON

By: \_\_\_\_\_  
Rebecca Houseman LeMire  
City Manager

Attest: \_\_\_\_\_  
Michelle A. Ebbert  
City Clerk

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

By: \_\_\_\_\_  
Authorized Officer

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_  
Authorized Officer

EXHIBIT A  
PROJECT BUDGET SHEET

CITY OF FORT ATKINSON  
CWFP Project No. 4035-04

	<b>Total Project Costs</b>	<b>Ineligible Costs</b>	<b>CWFP Total Award</b>
Force Account	\$0	\$0	\$0
Interim Financing Costs	\$0	\$0	\$0
Preliminary Engineering	\$676,900	\$0	\$676,900
Land or Easement Acquisition	\$0	\$0	\$0
Engineering/Construction Mgmt.	\$1,105,515	\$0	\$1,105,515
Construction/Equipment	\$13,385,000	\$0	\$13,385,000
Change Orders	\$17,843	\$0	\$17,843
Contingency	\$669,250	\$0	\$669,250
Miscellaneous Costs	\$0	\$0	\$0
CWF Closing Costs	\$21,000	\$0	\$21,000
<b>Total Award</b>	<b>\$15,875,508</b>	<b>\$0</b>	<b>\$15,875,508</b>
<i>Phosphorus Priority Principal Forgiveness (A)</i>			<i>\$1,000,000</i>
<i>General Principal Forgiveness (B)</i>			<i>\$750,000</i>
<b>Net Loan</b>			<b>\$14,125,508</b>

(A) Phosphorus Priority Principal Forgiveness is calculated as 43.300% of the eligible Project costs multiplied by 50% (meets final limit).  $\$15,875,508 \times 43.300\% = \$6,874,095$ .  $\$6,874,095 \times 50\% = \$3,437,047$ . The maximum allowable amount is \$1,000,000.

(B) General Principal Forgiveness is calculated as 15% of the CWFP Total Award amount after subtracting the total Phosphorus Priority Principal Forgiveness from the Total Award amount. General Principal Forgiveness is calculated as 15% of the remaining eligible Project costs (up to a maximum of \$750,000).  $\$15,875,508 - \$1,000,000 = \$14,875,508$ .  $\$14,875,508 \times 15\% = \$2,231,326$ . The maximum allowable amount is \$750,000.

**City of Fort Atkinson, Wisconsin****Exhibit B**

Project 4035-04 Clean Water Fund Program

Loan Closing Date:

**July 28, 2021**

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Interest Rate</u>	<u>Interest Payment</u>	<u>Principal &amp; Interest</u>	<u>Bond Year Debt Service</u>	<u>Calendar Year Debt Service</u>
1-Nov-21	0.00	1.557%	56,816.32	56,816.32	0.00	56,816.32
1-May-22	0.00	1.557%	109,967.08	109,967.08	166,783.40	0.00
1-Nov-22	0.00	1.557%	109,967.08	109,967.08	0.00	219,934.16
1-May-23	0.00	1.557%	109,967.08	109,967.08	219,934.16	0.00
1-Nov-23	0.00	1.557%	109,967.08	109,967.08	0.00	219,934.16
1-May-24	685,967.34	1.557%	109,967.08	795,934.42	905,901.50	0.00
1-Nov-24	0.00	1.557%	104,626.82	104,626.82	0.00	900,561.24
1-May-25	696,647.85	1.557%	104,626.82	801,274.67	905,901.49	0.00
1-Nov-25	0.00	1.557%	99,203.42	99,203.42	0.00	900,478.09
1-May-26	707,494.66	1.557%	99,203.42	806,698.08	905,901.50	0.00
1-Nov-26	0.00	1.557%	93,695.57	93,695.57	0.00	900,393.65
1-May-27	718,510.35	1.557%	93,695.57	812,205.92	905,901.49	0.00
1-Nov-27	0.00	1.557%	88,101.97	88,101.97	0.00	900,307.89
1-May-28	729,697.56	1.557%	88,101.97	817,799.53	905,901.50	0.00
1-Nov-28	0.00	1.557%	82,421.28	82,421.28	0.00	900,220.81
1-May-29	741,058.95	1.557%	82,421.28	823,480.23	905,901.51	0.00
1-Nov-29	0.00	1.557%	76,652.13	76,652.13	0.00	900,132.36
1-May-30	752,597.24	1.557%	76,652.13	829,249.37	905,901.50	0.00
1-Nov-30	0.00	1.557%	70,793.16	70,793.16	0.00	900,042.53
1-May-31	764,315.18	1.557%	70,793.16	835,108.34	905,901.50	0.00
1-Nov-31	0.00	1.557%	64,842.97	64,842.97	0.00	899,951.31
1-May-32	776,215.56	1.557%	64,842.97	841,058.53	905,901.50	0.00
1-Nov-32	0.00	1.557%	58,800.13	58,800.13	0.00	899,858.66
1-May-33	788,301.24	1.557%	58,800.13	847,101.37	905,901.50	0.00
1-Nov-33	0.00	1.557%	52,663.21	52,663.21	0.00	899,764.58
1-May-34	800,575.09	1.557%	52,663.21	853,238.30	905,901.51	0.00
1-Nov-34	0.00	1.557%	46,430.73	46,430.73	0.00	899,669.03
1-May-35	813,040.05	1.557%	46,430.73	859,470.78	905,901.51	0.00
1-Nov-35	0.00	1.557%	40,101.21	40,101.21	0.00	899,571.99
1-May-36	825,699.08	1.557%	40,101.21	865,800.29	905,901.50	0.00
1-Nov-36	0.00	1.557%	33,673.14	33,673.14	0.00	899,473.43
1-May-37	838,555.21	1.557%	33,673.14	872,228.35	905,901.49	0.00
1-Nov-37	0.00	1.557%	27,144.99	27,144.99	0.00	899,373.34
1-May-38	851,611.52	1.557%	27,144.99	878,756.51	905,901.50	0.00
1-Nov-38	0.00	1.557%	20,515.20	20,515.20	0.00	899,271.71
1-May-39	864,871.11	1.557%	20,515.20	885,386.31	905,901.51	0.00
1-Nov-39	0.00	1.557%	13,782.17	13,782.17	0.00	899,168.48
1-May-40	878,337.15	1.557%	13,782.17	892,119.32	905,901.49	0.00
1-Nov-40	0.00	1.557%	6,944.32	6,944.32	0.00	899,063.64
1-May-41	892,012.86	1.557%	6,944.32	898,957.18	905,901.50	898,957.18
Totals	14,125,508.00		2,567,436.56	16,692,944.56	16,692,944.56	16,692,944.56
Net Interest Rate				1.5570%		
Bond Years				164,896.3728		
Average Life				11.6737		

The above schedule assumes full disbursement of the loan on the loan closing date.

27-May-21 Wisconsin Department of Administration

## Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. However, borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your actual payment schedule based on disbursements to-date at <http://eif.doa.wi.gov/> by selecting Loan Payment Schedule on the lower half of the page. You can also request loan payment information from [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov).

You can generate additional reports at <http://eif.doa.wi.gov/>.

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Provides information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance as of the selected date.
Loan Payment Schedule	Future principal and interest payments for disbursements through the selected date.
Payment History	Past principal and interest payments through the selected date.
Disbursement History	Past loan and grant disbursements through the selected date.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

After your last disbursement of loan funds and project close-out, we will email the final loan payment schedule to you.

The Environmental Improvement Fund sends invoices semi-annually. Principal and interest payments are due by May 1 each year. Interest-only payments are due by November 1. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

Please call Katherine Miller at 608-266-2305 or email [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov) for more information on your payment schedule.

EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____

## EXHIBIT D

### OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Sewerage System.



## EXHIBIT E

**ENVIRONMENTAL IMPROVEMENT FUND  
CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**MANDATORY PROJECT CLOSEOUT DOCUMENT**

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed DBE Subcontractor Utilization Form (EPA Form 6100-4). Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 – 19.39, Wis. Stats.).

Municipality Name: City of Fort Atkinson	Project Number: 4035-04	Loan/Grant Amount: \$15,875,508
Project Description: Upgrade WWTP		
Did the municipality satisfy the DBE requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If no, refer to Project Manager Summary Page of this FAA.)		

Construction/Equipment/Supplies Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime: Staab Construction Corp	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input checked="" type="checkbox"/> N/A	Construction	13,385,000	
Sub: Arteaga Construction Inc	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other	HVAC	480,000	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

Professional/Technical Services Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime: Donohue & Associates	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input checked="" type="checkbox"/> N/A	Engineering	1,782.415	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

\*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number
-------------------------------------	---------------	--------------

Certification		
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.		
Name/Title of Municipal Official	Signature	Date Signed

## EXHIBIT F

### PROJECT MANAGER SUMMARY PAGE

CITY OF FORT ATKINSON  
CWFP Project No. 4035-04

1. Project Description: The funding for this Project will be used for the upgrade of the wastewater treatment plant. Components for the upgrade will include:

- replacing raw wastewater grinders with new influent fine screens with associated compacting equipment,
- rehabilitating the influent wet well structure,
- constructing a headworks building to house the screens and compactors,
- replacing two existing influent pumps and add a new fourth pump,
- rehabilitating two primary clarifiers,
- providing improvements to the EBPR system to optimize performance including construction of baffle walls and installation of mechanical equipment,
- improving the aerobic digesters to optimize performance including structural and mechanical modifications and tank covers,
- replacing two aeration blowers and associated piping and valves,
- rehabilitating two covered final clarifiers,
- and constructing a new tertiary filtration building with chemical conditioning (rapid mix, coagulation, and flocculation) and disc filters.

Work includes structural, process mechanical, site civil, HVAC mechanical, plumbing, electrical, instrumentation, and control improvements throughout the site. The design of this Project is meant to meet the final phosphorus limit.

2. Ineligible Costs:

No ineligible costs were identified in the review of this Project. If the Department identifies ineligible costs as the Project progresses, the Department will notify the Municipality.

3. Other Funding Sources: None.

4. Miscellaneous Costs: No Costs.

5. Contingency Allowance: The contingency allowance of \$687,093 is five percent of the amount of uncompleted construction work adjusted for CME reviewed change orders. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.

Base contingency (Uncompleted construction work x 5%)	\$669,250
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Staab Construction	CO No. 1	\$17,843
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<b>Total Contingency Allowance</b>	<b>\$687,093</b>
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6. Equipment Replacement Fund: The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. Based on review of the equipment replacement fund information in the CWFP application, the annual deposit is estimated at \$425,000.

7. DBE Good Faith Effort: The City of Fort Atkinson and the prime contractor, Staab Construction Corp. made good faith efforts to solicitate DBE participation in this Project. The Municipality placed a bid ad soliciting for DBEs and the Prime Contractor, Staab Construction Corp., selected Arteaga Construction Inc for \$480,000 of HVAC work.
8. Green Project Reserve:  
No Green Project Reserve elements were identified during the review of this Project.
9. American Iron and Steel: This Project is subject to the use of American Iron and Steel (AIS) requirements of section 608 of the Act.
10. Principal Forgiveness: This Project is eligible to receive up to 15% (or \$750,000 – the maximum allowable amount) of eligible Project costs as general Principal Forgiveness and up to \$1,000,000 for Phosphorus Priority Principal Forgiveness. The design of this Project is meant to meet the final phosphorus limit. The total principal forgiveness as a percentage of eligible Project Costs is 11.023% and will be disbursed as a percentage of each approved request for disbursement.
11. Fiscal Sustainability Plan: The Municipality certified to DNR that a Fiscal Sustainability Plan (FSP) that meets the requirements of section 603(d)(1)(E) of the Act will be completed prior to Project closeout and that the plan will be maintained at least for the life of the Loan.
13. Composite Interest Rate:

Total Eligible Costs	\$15,875,508
Parallel Cost Percentage (PCP)	94.70%
Grant Funds (Total grant funds for ineligible and eligible project costs)	\$0
Internal Funds (Total internal funds or other non-CWFP loan funds for ineligible and eligible costs)	\$0
Eligible Costs Covered by Other Grant(s)	\$0
Eligible Costs Covered by Internal Funds	\$0
Ineligible Costs Covered by Other Grant(s)	\$0
Ineligible Costs Covered by Internal Funds	\$0
Market Rate Costs	\$841,402
Market Rate Costs Funded in Net Loan	\$841,402
Market Rate Costs Paid with Other Grants, Internal Funds or Principal Forgiveness	\$0
CWFP Funding for this Project (Total eligible costs – Eligible costs paid by other grants)	\$15,875,508
Principal Forgiveness	\$1,750,000
Net CWFP Loan Amount	\$14,125,508
Market Rate Costs @ 2.7%	\$841,402
WWTP/Collection System @ 1.485%	\$13,284,106
Septage @ 0%	\$0
Composite Interest Rate	1.557%

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

**[Prepare on Municipal Letterhead at Project Completion and Closeout]**

The undersigned officials of the City of Fort Atkinson (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4035-04 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4035-04 has met the requirements for the use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

The Municipality further certifies that a Fiscal Sustainability Plan meeting the requirements of section 603(d)(1)(E) of the Federal Water Pollution Control Act, as amended, has been completed for the treatment works and that the plan will be maintained at least for the life of the CWFP Loan for the Project.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: \_\_\_\_\_  
[Name of Municipal Official or  
Authorized Representative]  
[Title]

Dated as of: \_\_\_\_\_

Attest: \_\_\_\_\_  
[Name of Clerk or Secretary]  
[Title]

Dated as of: \_\_\_\_\_



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

## MEMORANDUM

**DATE:** July 6, 2021

**TO:** Fort Atkinson City Council

**FROM:** Adrian Bump, Chief of Police

**RE:** Third/Final Readings of Open Intoxication/Alcohol-Related Ordinances

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### BACKGROUND

The purpose of this memo is to serve as background on the drafted ordinances aimed at making positive change across the community and specifically our downtown district, Riverwalk and parks where alcohol and public intoxication are negatively impacting the quality of life in our community.

### DISCUSSION

One way to determine needs as related to ordinances is to look to the officers on the street who utilize and apply local ordinances in the completion of their work. Officers continually look to positively impact the quality of life and safety of the community through visibility, education and enforcement. While identifying trends and problems, Officers in our City have continually brought forward issues specifically related to their inability to reduce public intoxication and open intoxicants, and the associated misbehaviors, through existing ordinance enforcement. Likewise, Officers desire to reduce the number of open intoxicants on our streets that are coming from inside our bars or from people who travel to our parks and Riverwalk as a drinking destination.

The importance of ordinance updates in this area are focused on reducing disorderly subjects, public intoxication, loud noise complaints, public urination, littering, property damage and fighting that have begun to plague our community's downtown, parks and even our cherished Riverwalk. The requested changes also work to improve the overall perception of safety for people who enjoy the assets our community has to offer.

These ordinances all work together to address the issues commonly encountered by Police Officers. These ordinance updates use a multi-tier approach to addressing problems that have an identifiable root cause.

- A. 6-35 Persons May Not Leave Licensed Premises with Alcohol.** This ordinance amendment makes it unlawful for any license-holder to permit any person to leave the licensed premise with an open container of alcohol.
- B. 58-73 (11) Defecating or urinating in public places.** This ordinance amendment makes it unlawful (and a Disorderly Conduct) for any person to defecate or urinate outside of designated facility.

- C. **58-76 (d) Possessing Open Alcohol Containers.** This ordinance amendment makes it unlawful to possess an open alcohol container on any public street, sidewalk, or public right-of-way unless the City Council has granted the appropriate permit or license.
- D. **62-4 Possession, Consumption of Alcohol Prohibited in Parks.** This ordinance amendment makes it unlawful to drink or possess alcohol in City parks when closed unless permitted through an authorized event.

### **COMMUNITY IMPACT**

The goal of this series of ordinances amendments is to improve the quality of life for our residents, visitors, and property owners by addressing a major issue that is impacting our community. We are looking to reduce public intoxication, littering, public urination and other disorderly related issues. The new ordinances will allow officers the ability to address issues in a more well-rounded manner through visibility, education and enforcement. It will also motivate bar owners and employees to be more vigilant and active into the prevention and reduction of open alcohol from leaving their establishments.

### **FINANCIAL ANALYSIS**

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

### **RECOMMENDATION**

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

The Ordinance Committee reviewed these ordinances at the meeting on May 18, 2021 and recommended that the City Council review and perform a first reading of these three ordinance amendments.

The City Council reviewed these three Ordinances at the meeting on June 1, 2021 and directed the City Manager to prepare them for a second reading on June 15<sup>th</sup>. Please note that the Ordinance relating to alcohol consumption in parks was amended to prohibit alcohol when the parks are closed (instead of from 10:00 p.m. to 5:00 a.m.). The City Council reviewed these Ordinances at the meeting on June 15, 2021 and provided a second reading. **Since that time, the Council has requested that the two ordinances relating to Chapter 58 be separated. Staff has done that and recommends that the City Council perform a third reading and adopt these four ordinances.**

### **ATTACHMENTS**

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

Redline Ord. Chapter 58 DC, Public Intox (showing changes); Ord. No. Chapter 58 DC; Ord. No. Chapter 58 Public Intox

Amend 1 Redline Ord. No. Alcohol in Parks (showing changes); Amend 1 Ord. No. Alcohol in Parks

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

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE  
TO AMEND THE FOLLOWING SECTIONS OF CHAPTER 58  
OF THE CITY OF FORT ATKINSON MUNICIPAL CODE:  
SECTION 58-73 RELATING TO DISORDERLY CONDUCT AND  
SECTION 58-76 RELATING TO PROHIBITIONS ON STREETS AND SIDEWALKS**

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

**Section 1.** Section 58-73 (11) of the City of Fort Atkinson Municipal Code is hereby created to read as follows:

“Sec. 58-73. – Disorderly Conduct.

No person shall within the limits of the city commit any of the following offenses:

- (1) Engage in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct in a public or private place under the circumstances where such conduct tends to cause or provoke a disturbance or tends to reasonably disturb or annoy any other person.
- (2) Communicate a message by telephone or other electronic device with the reasonable expectation that the persons will receive the message with the intent to frighten, intimidate, threaten, abuse, harass or annoy another person(s).
- (3) Operate a motor vehicle so as to cause the tires thereof to squeal, the horn to blow excessively, the motor to race excessively, or by emitting unnecessary and loud muffler noises.
- (4) Engage in any fight, brawl or altercation on any street, alley or other public or private ground.
- (5) Prowl about the premises of another in the nighttime, or peek in windows on another's premises, or do any other act intended, or naturally tending, to frighten or alarm other persons
- (6) Give or send or cause to be given or sent in any manner an alarm of fire that he/she knows to be false.
- (7) Without reasonable excuse or justification, resist or in any way interfere with any officer of the city while such officer is doing any act in his/her official capacity with lawful authority.
- (8) Intentionally aid any prisoner or person to escape from the lawful custody of a police officer or peace officer of the city.
- (9) Impersonate a police officer or peace officer within the city.
- (10) Be in any public place within the city in such a state of intoxication as to disturb others or the safety of others.

~~(10)~~(11) Defecating or urinating in public places. It shall be unlawful for any person to defecate or urinate outside of designated sanitary facilities, upon any sidewalk, street, alley, public parking lot, park, playground, cemetery, or other public area within the city, or upon any private property in open view of the public, or in the halls, rooms without restroom facilities, stairways or elevators of public or commercial buildings.

(Code 1969, § 17.01(A)—(C), (E)—(K); Ord. No. 713, 3-19-13)”

**Section 2.** Section 58-76 (d) of the City of Fort Atkinson Municipal Code is hereby created to read as follows:

“Sec. 58-76. – Practices prohibited on streets and sidewalks.

(a) *Ball playing.* No person shall engage in playing any game of ball in any street.

(b) *Racing.* No person shall engage in racing any motor vehicle, bicycle, horse or other animal in any street within the city.

(c) *Air surfing.* No person shall air surf upon any motor vehicle, wagon, cutter, or other vehicle being driving along any street within the city.

~~(c)~~(d) *Possessing open alcohol containers.* It shall be unlawful for any person to possess an open container of alcohol or consume any alcoholic beverages upon any public street, sidewalk, alley, or public right-of-way within the City except when such right-of-way is included within an area for which the City Council has granted a Special Event Permit and/or a Temporary Class B License.

(Code 1969, § 18.06(A), (B), (D))”

**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.

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**City Council President**

ATTEST:

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Michelle Ebbert, City Clerk/Treasurer/Finance Director

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE  
TO CREATE SECTION 58-73 (11)  
OF THE CITY OF FORT ATKINSON MUNICIPAL CODE  
RELATING TO DISORDERLY CONDUCT**

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

**Section 1.** Section 58-73 (11) of the City of Fort Atkinson Municipal Code is hereby created to read as follows:

“Sec. 58-73. – Disorderly Conduct.

No person shall within the limits of the city commit any of the following offenses:

- (1) Engage in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct in a public or private place under the circumstances where such conduct tends to cause or provoke a disturbance or tends to reasonably disturb or annoy any other person.
- (2) Communicate a message by telephone or other electronic device with the reasonable expectation that the persons will receive the message with the intent to frighten, intimidate, threaten, abuse, harass or annoy another person(s).
- (3) Operate a motor vehicle so as to cause the tires thereof to squeal, the horn to blow excessively, the motor to race excessively, or by emitting unnecessary and loud muffler noises.
- (4) Engage in any fight, brawl or altercation on any street, alley or other public or private ground.
- (5) Prowl about the premises of another in the nighttime, or peek in windows on another's premises, or do any other act intended, or naturally tending, to frighten or alarm other persons
- (6) Give or send or cause to be given or sent in any manner an alarm of fire that he/she knows to be false.
- (7) Without reasonable excuse or justification, resist or in any way interfere with any officer of the city while such officer is doing any act in his/her official capacity with lawful authority.
- (8) Intentionally aid any prisoner or person to escape from the lawful custody of a police officer or peace officer of the city.
- (9) Impersonate a police officer or peace officer within the city.
- (10) Be in any public place within the city in such a state of intoxication as to disturb others or the safety of others.

- (11) Defecating or urinating in public places. It shall be unlawful for any person to defecate or urinate outside of designated sanitary facilities, upon any sidewalk, street, alley, public parking lot, park, playground, cemetery, or other public area within the city, or upon any private property in open view of the public, or in the halls, rooms without restroom facilities, stairways or elevators of public or commercial buildings.

(Code 1969, § 17.01(A)—(C), (E)—(K); Ord. No. 713, 3-19-13)”

**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

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE  
TO CREATE SECTION 58-76(D)  
OF THE CITY OF FORT ATKINSON MUNICIPAL CODE  
RELATING TO ALCOHOL PROHIBITIONS ON STREETS AND SIDEWALKS**

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

**Section 1.** Section 58-76 (d) of the City of Fort Atkinson Municipal Code is hereby created to read as follows:

“Sec. 58-76. – Practices prohibited on streets and sidewalks.

- (a) *Ball playing.* No person shall engage in playing any game of ball in any street.
- (b) *Racing.* No person shall engage in racing any motor vehicle, bicycle, horse or other animal in any street within the city.
- (c) *Air surfing.* No person shall air surf upon any motor vehicle, wagon, cutter, or other vehicle being driving along any street within the city.
- (d) *Possessing open alcohol containers.* It shall be unlawful for any person to possess an open container of alcohol or consume any alcoholic beverages upon any public street, sidewalk, alley, or public right-of-way within the City except when such right-of-way is included within an area for which the City Council has granted a Special Event Permit and/or a Temporary Class B License.

(Code 1969, § 18.06(A), (B), (D))”

**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.

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**Chris Scherer, President**

ATTEST:

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Michelle Ebbert, City Clerk/Treasurer/Finance Director

**AMENDMENT #1**  
**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE**  
**TO AMEND SECTION 62-4**  
**OF THE CITY OF FORT ATKINSON MUNICIPAL CODE**  
**RELATING TO ALCOHOL CONSUMPTION IN CITY PARKS AFTER HOURS**

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

**Section 1.** Section 62-4 of the City of Fort Atkinson Municipal Code is hereby amended to read as follows:

“Sec. 62-4. – Possession, consumption of alcohol prohibited.

It shall be unlawful to possess or consume alcohol or fermented malt beverages on the premises known as Memorial Park and Bicentennial Park in the city. It shall be unlawful for any person to drink or possess any alcohol beverages in any City park when said park is closed unless the City Council and/or Parks and Recreation Director has approved a later time for an authorized event, in which case the prohibition becomes effective after such later time. The penalty for the violation of this article shall be as specified in section 1-10.

(Code 1969, § 7.04)”

**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

**AMENDMENT #1**  
**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE**  
**TO AMEND SECTION 62-4**  
**OF THE CITY OF FORT ATKINSON MUNICIPAL CODE**  
**RELATING TO ALCOHOL CONSUMPTION IN CITY PARKS AFTER HOURS**

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

**Section 1.** Section 62-4 of the City of Fort Atkinson Municipal Code is hereby amended to read as follows:

“Sec. 62-4. – Possession, consumption of alcohol prohibited.

It shall be unlawful to possess or consume alcohol or fermented malt beverages on the premises known as Memorial Park and Bicentennial Park in the city. It shall be unlawful for any person to drink or possess any alcohol beverages in any City park when said park is closed unless the City Council and/or Parks and Recreation Director has approved a later time for an authorized event, in which case the prohibition becomes effective after such later time. The penalty for the violation of this article shall be as specified in section 1-10.

(Code 1969, § 7.04)”

**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 6, 2021

**TO:** Fort Atkinson City Council

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

**RE:** 2<sup>nd</sup> and possible 3<sup>rd</sup>/Final reading of an Ordinance Annexing the Territory along Banker Road to the City of Fort Atkinson (ANX-2021-01)

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### 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.

### 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 reviewed and performed a first reading of the proposed Ordinance.

**Staff recommends that the City Council perform the second and third readings of the proposed Ordinance at this meeting and take action to adopt the Ordinance, thereby annexing the land to the City of Fort Atkinson.**

**ATTACHMENTS**

June 8, 2021 Staff Report to the Plan Commission; Exhibit A – Annexation Map; Exhibit B Legal Description 6-11-21; 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

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### 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.

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### PUBLIC NOTICE:

Public Notice is not required for annexation.

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### 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.

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**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

Request for Annexation

June 8, 2021

ANX-2021-01

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.

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**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.

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**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

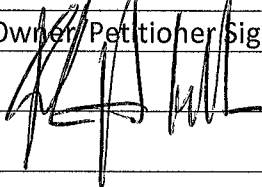
Parcel Number(s): 016-0614-3323-000; 016-0614-3322-000; 016-0614-3321-000

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.)

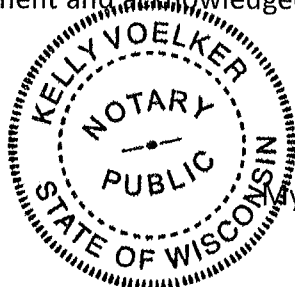
We the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

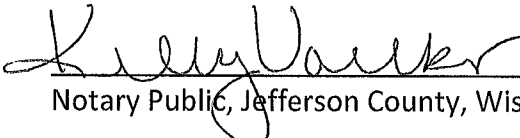
We further respectfully request that this property be zoned SR-2 Single-Family Residential 2

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.

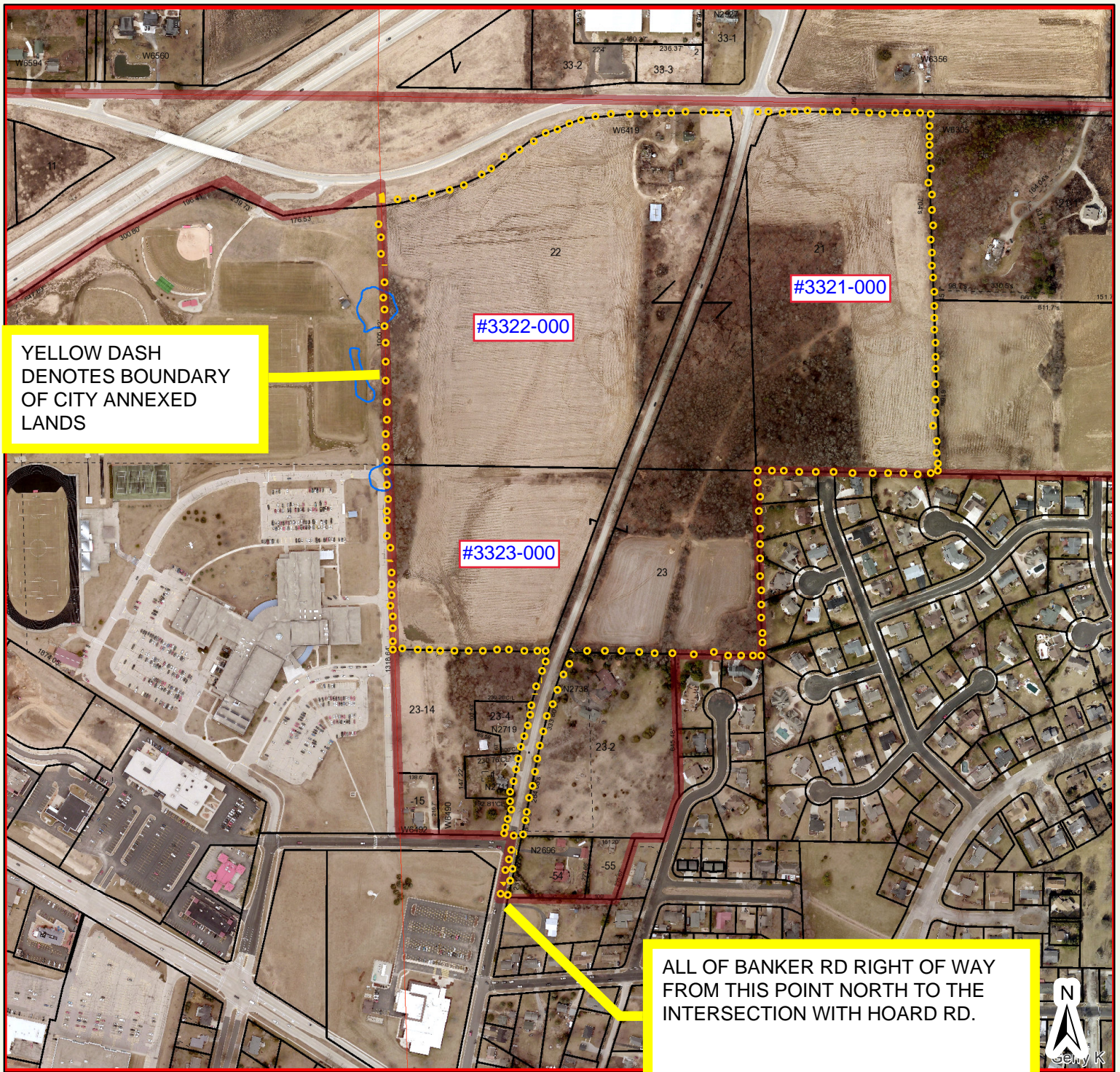


  
Notary Public, Jefferson County, Wisconsin (SEAL)

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



# EXHIBIT A



YELLOW DASH  
DENOTES BOUNDARY  
OF CITY ANNEXED  
LANDS

ALL OF BANKER RD RIGHT OF WAY  
FROM THIS POINT NORTH TO THE  
INTERSECTION WITH HOARD RD.

## 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>

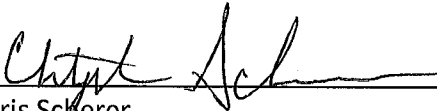
6. **BOUNDARY AGREEMENT.** The City and the Town agree to begin negotiating a long-term Boundary Agreement under Section Wis. Stats. §66.0301 within 12 months of the date of this IGA. The Boundary Agreement will address additional shared borders, future land use and land subdivisions near the borders, 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

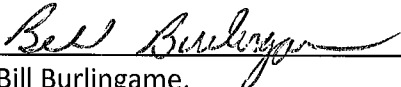
ATTEST:

  
Michelle Ebbert,  
City Clerk/Treasurer/Finance Director

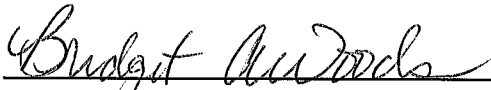
This document drafted by:  
David R. Westrick  
Rogers & Westrick, S.C.  
93 North Main Street  
Fort Atkinson, WI 53538  
(920) 563-5577 - (920) 563-3577 Fax  
drw@rogerswestricklawoffice.com

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

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- aster.SDE.ORTHOS\_2018

 Green: Band\_2

Blue: Band\_3



400 200 0 400 Feet

1 inch = 400 feet

Author: Public User



# **Exhibit B**

## **Legal Description**

### **Annexation to the City of Fort Atkinson**

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.

**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.** **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



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

## MEMORANDUM

**DATE:** July 6, 2021

**TO:** Fort Atkinson City Council

**FROM:** Andy Selle PE, City Engineer/Director of Public Works

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

### BACKGROUND

The City has borrowed \$675,000 for use in 2021 funding additional road work associated with the MLS Grant (Industrial Dr Business Area and Summit Dr Business Area) as well as the use of LRIP funds to implement a portion of the Milwaukee Ave west repaving. The interest rate for this borrowing was 1.55% over 10 years.

Recall the June 1, 2021 memo attached for more information about the 2022 Streets Program.

### DISCUSSION

Following the subsequent bids for the work, the City anticipates about \$200,000 left in this loan to continue road work. Roads that would be added include those with good water main below (either really old or relatively new) but poor pavement surface above. Proposed roads are noted below.

ROAD	EXTENT	LENGTH (FT)	COST
Fox Ct	Entirety	424	\$ 22,270.00
Sauk Trail	Entirety	175	\$ 11,840.00
Walton St	Entirety	265	\$ 20,170.00
Jones Ave	Entirety	1313	\$ 56,430.00
S Water ST W	Entirety	849	\$ 48,870.00
Lillian St	Wilson Ave to Park Entrance	1245	\$ 42,670.00
<b>Totals</b>		<b>4271</b>	<b>\$ 202,250.00</b>

### FINANCIAL ANALYSIS

This additional work will be performed at the contract unit prices. The unit prices this year were very competitive, owing to the volume of work, over \$2 million dollars, that was put out to bid. As is the case with road work, actual costs are based on quantities measured in the field. Should costs exceed the budgeted amount, funds will be utilized from the street program funding in 2022.

Costs associated with various type of street work are often important to understand for residents, rightly concerned with the condition of their particular road. The table below provides some planning level numbers to help understand the challenge between available funds and necessary work. The City has about 63 miles of road, an additional 6 miles are owned by the State of Wisconsin. Only maintenance is required of the City for these roads. These roads including Whitewater Ave, Main St through downtown, Robert Street, Riverside Dr, and S 3<sup>rd</sup> St, remain the worst roads among our collection of high traffic roads in the City. They are beyond maintenance treatments and in need of rehabilitation.

Treatment	*Average Design Life	\$/Mile	\$/FT	Miles Treated @ \$720K/YR
<u>Maintenance</u>				
Sealcoat	5-7 years	\$ 31,680	\$ 6.00	22.7
Crackfill	3-5 years	\$ 5,016	\$ 0.95	143.5
<u>Rehabilitation</u>				
1.5" Mill and Asphalt Overlay	5-10 years	\$ 248,160	\$ 47.00	2.9
Pulverize and Repave 4"	10-20 years	\$ 633,600	\$ 120.00	1.1
Full Reconstruction	20-35 years	\$ 1,108,800	\$ 210.00	0.6
*Design life is longer for residential street, shorter for arterial roads				
** Costs based on 2018-2021 Construction Bids				

## RECOMMENDATION

Staff recommends Council move to approve the additional work in an amount not to exceed \$202,250.00, utilizing the full borrowed amount of \$675,000 as approved at the March 2, 2021 Council meeting.

## ATTACHMENT

June 1, 2021 City Council 2021 Street Work Bids Memo





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

## MEMORANDUM

**DATE:** June 1, 2021

**TO:** Fort Atkinson City Council

**FROM:** Andy Selle PE, City Engineer / Director of Public Works

**RE:** 2021 Street Work Bids

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### BACKGROUND

The 2021 street work will consist of removing surface asphalt and placing new surface asphalt in the following areas of the City. Spot repairs for curb and gutter and driveway approaches will also be made. The Industrial Drive portion of the work includes moving the road and improving sanitary and water utilities around the Jones Dairy Farm campus. The remainder of the work is consistent with removing existing asphalt and replacing with new.

The following roadways are included in the 2021 street program:

1. River-North Locations:
  - a. McMillen Street – From N High St to Florence St.
  - b. North 4<sup>th</sup> Street – From N Main St to High St.
  - c. Van Buren Street – From Wilson Ave to Robert St.
  - d. Council Street – From Van Buren St to W Sherman Ave.
  - e. North Fourth Street – From N. Main St to North High St.
  - f. Monroe Street – From Van Buren St. to Riverside Dr.
2. River-South Locations:
  - a. Milwaukee Avenue West – From Terminus to S. Main St.
  - b. South Water Street East – From Purdy St to Roland Ave.
  - c. Zida Street – From S 4<sup>th</sup> St to Terminus
  - d. Bluff Street – From Milwaukee Ave. to S. 4<sup>th</sup> St.
  - e. Craig Street – From S High St to East St.
  - f. Elm Street – From Whitewater Ave to S High St.
  - g. Walton Court – From Terminus to Walton St.
  - h. \*Industrial Drive – From Rockwell Ave to Klement St
  - i. \*Klement Street – From Industrial Drive to Terminus
  - j. \*Butler Drive – From Industrial Drive to Terminus
  - k. \*Summit Drive – From Highland Avenue to Hackbarth Rd

\*Denotes MLS Grant work areas

## DISCUSSION

Two bids were received for this work, one from Wolf Paving and second from Payne and Dolan. Both have worked in the City previously. Wolf performed the work in 2020. An alternate item to pave the parking lot at Jones Park was included as an option. Table 1 below shows the bids from Wolf Paving and Payne and Dolan. Note that Wolf Paving's bid is significantly less than Payne and Dolan.

**TABLE 1: 2021 Street Work Bids**

	<b>2021 Street Work</b>	<b>2021 MLS Work</b>	<b>Jones Park Lot (Optional)</b>	<b>TOTAL</b>
<b>Wolf Paving</b>	\$690,112.25	\$1,063,798.75	\$30,400.00	\$1,784,311.00
<b>Payne and Dolan</b>	\$771,254.25	\$1,544,240.00	\$44,000.00	\$2,359,494.25

## FINANCIAL ANALYSIS

There are four sources of funding for the 2021 street work, noted below. The most variable funding is in the form of a loan, already secured from Premier Bank, to be used on the additional work associated with the MLS Grant from the State of Wisconsin for improvements in our industrial parks. The loan allows us to make up the difference from fixed sources of funding already dedicated to the overall project. It should be noted that there are additional expenses beyond the 2021 Street work that will utilize the Annual City Budget and the Vehicle Registration Fee funding sources. A good example is the annual County match that will be considered this evening. Additional examples include the bridge inspections, the City's portion of design fees paid to the state for the Robert Street Bridge project, and the Main Street/Whitewater Ave. project. Note that the latter two projects are both scheduled for 2023. Table 2 below shows the funding sources for the 2021 Street Program.

**TABLE 2: 2021 Street Work Funding Sources**

<b>FUNDING SOURCE</b>	<b>AMOUNT</b>
Annual City Budget for Street Work	\$598,000.00
Annual Vehicle Registration Fee (Wheel Tax)	\$209,000.00
County LRIP Funds	\$64,441.00
MLS Grant Award	\$387,776.00
Jones Dairy Farm Contribution	\$150,000.00
<b>SUBTOTAL</b>	<b>\$1,409,217.00</b>
Premier Bank Loan (estimated required draw)	\$375,094.00
<b>TOTAL FUNDING</b>	<b>\$1,784,311.00</b>

## RECOMMENDATION

Staff recommends that Council approve a contract with Wolf Paving in an amount not to exceed \$1,784,311.00, inclusive of the optional Jones Park parking lot paving.

## ATTACHMENTS

Bid Form – Wolf Paving; Bid Form – Payne and Dolan