



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, AUGUST 17, 2021 – 7:00 PM**

<https://us02web.zoom.us/j/81946009258?pwd=ZUk0ZXNFY1lvY2xHRUVoQk83RFdlQT09>

Meeting ID: 819 4600 9258

Passcode: 53538

Dial by Location

+1 312 626 6799

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

AGENDA

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

- c. Review and possible action relating to the **minutes of the August 10, 2021 Plan Commission meeting** (Ebbert)
- d. **City Sewer, Water, and Stormwater Utility Financial Statements** as of July 30, 2021 (Ebbert)
- e. Review and possible action relating to **building, plumbing, and electrical permit report for July, 2021** (Juarez)
- f. Review and possible action relating to the City Clerk-issued **License and Permit Report for July 2021** (Ebbert)
- g. Review and possible action relating to the Appointment of **Jeanne Delacruz-Raub to the Police and Fire Commission** for the remainder of a five-year term expiring in 2026 (LeMire)
- h. Review and possible action relating to the Police Chief's recommendations for **Trick or Treat hours** (10/31/21 1:00–4:00 p.m.) and **Trunk or Treat hours** (10/31/21 6:00–8:00 p.m. at Jones Park) (Bump)
- i. Review and possible action relating to **Special Event: Trunk or Treat** on October 31, 2021 at Jones Park (Ebbert)
- j. Review and possible action relating to a **Temporary Class "B"/"Class B" Retailer's License for the Fort Atkinson Club Summer Patio Concert on August 20, 2021** (Ebbert)
- k. Review and possible action relating to a request to extend the licensed premise of **Café Carpe for outdoor consumption of alcohol** during Rhythm Remix event, August 21, 2021 (Ebbert)

6. Petitions, Requests, and Communications

- a. Notice of Intent to meet in-person and via Zoom (hybrid) for City Council meetings starting September 7, 2021 (LeMire)

7. Resolutions and Ordinances:

- a. First reading of an Ordinance to amend Sections 2-52(c) and 15.10.13(2) and to create Section 2-3 of the City of Fort Atkinson Municipal Code relating to allowing **electronic participation at meetings by members of the City Council, Boards, Commissions, and Committees** (LeMire)
- b. Second reading of an Ordinance to Amend the Official Zoning Map of the City of Fort Atkinson for the property located at **520 Edward Street/509 Clarence Street, from MI, Medium Industrial, and TF-10, Two-Flat Residential, to I, Institutional Zoning District**, to accommodate the redevelopment of the site for the Badgerland After School Enrichment (BASE) Program (ZMA-2021-03) (Selle)
- c. 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, sidewalks, and public rights-of-way** (LeMire/Bump)

8. Reports of Officers, Boards, and Committees:

- a. City Manager's Report (LeMire)
- b. Report from the Fire Chief – **Update on 700 Oak Street Fire** (Rausch)

9. Unfinished Business – None

10. New Business:

- a. Review and possible action relating to **Fire Station Change Order #8** in the amount of **\$8,221.00** (Rausch)
- b. Review and possible action relating to the selection of a Design Engineer for the **2022 CDBG Water Main Replacement Project** (Selle)
- c. Review and possible action relating to a **one-lot Certified Survey Map** for the Kwik Trip project located at 1680 Janesville Avenue (Selle)
- d. Review and possible action relating to a **Development Agreement between the City of Fort Atkinson and Kwik Trip, Inc.** for the project located at 1680 Janesville Avenue (Selle)
- e. Review and possible action relating to a **three-lot Certified Survey Map for the True Storage** project located at 1425 Janesville Avenue (Selle)
- f. Review and possible action relating to **Development Agreement between the City of Fort Atkinson and True Storage** for the project located at 1425 Janesville Avenue (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)(c) to consider employment, promotion, compensation, or **performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility [6-month review of the City Manager]**

14. Adjournment

Date Posted: August 13, 2021

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

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

**ORDINANCE COMMITTEE MEETING
REMOTE VIA PHONE USING ZOOM
TUESDAY, AUGUST 3, 2021 – 6:00 PM**

1. CALL MEETING TO ORDER

President Scherer called the meeting to order at 6:00 pm.

2. ROLL CALL

Present: Cm. Becker, Cm. Johnson and President Scherer. Also present: City Manager, City Attorney, Police Chief and City Clerk/Treasurer.

3. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO AN ORDINANCE TO AMEND SECTIONS 2-52(C) AND 15.10.13(2) AND TO CREATE SECTION 2-3 OF THE CITY OF FORT ATKINSON MUNICIPAL CODE RELATING TO ALLOWING ELECTRONIC PARTICIPATION AT MEETINGS BY MEMBERS OF CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES

Manager LeMire presented the ordinance for review. With approval, a hybrid approach to city meetings would be allowed to continue which creates avenues for attendance and continues to promote open, accessible meetings for the public.

Cm. Becker moved, seconded by Cm. Johnson to recommend the City Council amend Sections 2-52(c) and 15.10.13(2) and to create Section 2-3 of the City of Fort Atkinson Municipal Code relating to allowing electronic participation at meetings by members of City Council, Boards, Commissions, and Committees by Ordinance. Motion carried.

4. DISCUSSION AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO AN ORDINANCE PROHIBITING POSSESSION OF OPEN ALCOHOL CONTAINERS ON PUBLIC STREETS, SIDEWALKS, AND PUBLIC RIGHTS-OF-WAY

Manager LeMire reviewed the previous discussions held by council in regard to the ordinance. Library Director Robinson had provided a letter of support for approval of the ordinance that was included in the packet. The Committee discussed comments they had received from the public and decided to send this item back to Council for full discussion.

Cm. Becker moved, seconded by Pres. Scherer to recommend the City Council review the Ordinance at the August 17, 2021 Council Agenda. Motion carried.

5. ADJOURNMENT

Cm. Becker moved, seconded by Cm. Johnson to adjourn. Meeting adjourned at 6:45 pm.

Respectfully submitted,
Michelle Ebbert, City Clerk/Treasurer



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

**CITY COUNCIL MEETING
REMOTE VIA PHONE USING ZOOM
TUESDAY, AUGUST 3, 2021 – 7:00 PM**

1. CALL MEETING TO ORDER

President Scherer called the meeting to order at 7:06 pm.

2. ROLL CALL

Present: Cm. Becker, Cm. Hartwick, Cm. Housley, Cm. Johnson and President Scherer. Also present: City Manager, City Attorney, City Clerk/Treasurer, City Engineer, Fire Chief, Public Works Superintendent, Park & Rec Director, Police Chief and Plan Commission members.

3. PUBLIC HEARINGS

a) Public Hearing and Annual Review of the City of Fort Atkinson Comprehensive Plan

Pres. Scherer opened the public hearing at 7:14 pm. After three calls and no comments, the public hearing was closed.

Cm. Hartwick moved, seconded by Cm. Johnson to accept and file the annual review of the City of Fort Atkinson Comprehensive Plan. Motion carried.

4. PUBLIC COMMENT - NONE

5. CONSENT AGENDA:

a) Review and possible action relating to the minutes of the July 20, 2021 License Committee meeting (Ebbert)

b) Review and possible action relating to the minutes of the July 20, 2021 regular City Council meeting (Ebbert)

c) Review and possible action relating to the minutes of the July 27, 2021 Plan Commission meeting (Ebbert)

d) Review and possible action relating to the minutes of the July 19, 2021 Joint Review Board meeting (Ebbert)

e) Review and possible action relating to the 2022 Budget and 2022-2026 Capital Improvements Program Schedule (LeMire)

f) Review and possible action relating to Special Event: Unity Project Fort Fall Fiesta (Ebbert)

g) Review and possible action relating to Special Event: Unity Project Main Street Bridge Pride (Ebbert)

h) Review and possible action relating to a "Class A" Original Alcohol License Application for Casey's Marketing Company, d/b/a Casey's General Store, located at 342 Whitewater Avenue (Ebbert)

i) Review and possible action relating to a Temporary Class "B" Retailer's License for St. Joseph's Catholic Church for the St. Joe's Fall Festival on August 21-22, 2021 (Ebbert)

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

6. PETITIONS, REQUESTS, AND COMMUNICATIONS – NONE

7. RESOLUTIONS AND ORDINANCES:

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

Engineer Selle reviewed the progress to date on the Ordinance review for the property on Janesville Avenue.

Cm. Becker moved, seconded by Cm. Johnson to suspend the rules and waive a third reading of this Ordinance amending the City's Official Zoning Map. Motion carried unanimously.

Cm. Hartwick moved, seconded by Cm. Becker to enact this ordinance amending the City's Official Zoning Map changing the zoning of a portion of the property located at 1425 Janesville Avenue from UMU, Urban Mixed Use, to PUD, Planned Unit Development District, to accommodate the True Storage redevelopment project, subject to the following conditions:

- That the City Council approves the final three-lot Certified Survey Map; and
- That the Plan Commission approves the final Specific Implementation Plan (SIP) for the project.

Motion carried unanimously.

b) First reading of an Ordinance to Amend the Official Zoning Map of the City of Fort Atkinson for the property located at 520 Edward Street/509 Clarence Street, from MI, Medium Industrial, and TF-10, Two-Flat Residential, to I, Institutional Zoning District, to accommodate the redevelopment of the site for the Badgerland After School Enrichment (BASE) Program (ZMA-2021-03) (Selle)

Engineer Selle reviewed the request for the vacant property to be redeveloped to house BASE.

Cm. Becker moved, seconded by Cm. Johnson to direct the City Manager to prepare this Ordinance for a second reading at the meeting on August 17, 2021. Motion carried.

8. REPORTS OF OFFICERS, BOARDS, AND COMMITTEES:

a) City Manager's Report (LeMire)

9. UNFINISHED BUSINESS – NONE

10. NEW BUSINESS:

a) Review and possible action relating to the General Development Plan (GDP) for the True Storage Self-Storage Planned Unit Development project at 1425 Janesville Avenue (GDP-2021-01) (Selle)

Engineer Selle reviewed the GDP with respect to development of the location and the two outlots.

Cm. Becker moved, seconded by Cm. Johnson to approve the General Development Plan for the True Storage Self-Storage Planned Unit Development project at 1425 Janesville Avenue, subject to the conditions included in the staff report relating to building exterior, site signage, lighting, bike/pedestrian improvements, and the CSM/site layout. Motion carried.

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)

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

13. THE CITY COUNCIL MAY CONSIDER A MOTION TO CONVENE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(E) TO DELIBERATE PUBLIC BUSINESS WITH COMPETITIVE OR BARGAINING IMPLICATIONS [PUBLIC SAFETY CONTRACT REVIEW]

Cm. Hartwick moved, seconded by Cm. Johnson to adjourn into closed session pursuant to State Stat. §19.85(1)(e) to deliberate public business with competitive or bargaining implications relating to public safety contract review. Motion carried on a roll call vote.

14. ADJOURNMENT

Cm. Hartwick moved, seconded by Cm. Johnson to adjourn. Meeting adjourned at 8:47 pm

Respectfully submitted

Michelle Ebbert, City Clerk/Treasurer



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

**PLAN COMMISSION MEETING
REMOTE VIA PHONE USING ZOOM
TUESDAY, AUGUST 10, 2021 – 4:00 PM**

1. CALL MEETING TO ORDER

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

2. ROLL CALL

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

**3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE JULY 27, 2021
REGULAR PLAN COMMISSION MEETING.**

Cm. Becker moved, seconded by Cm. Kessenich to approve minutes. Motion carried.

**4. REVIEW AND POSSIBLE ACTION RELATING TO A REQUEST FOR A SPECIAL AREA DESIGN
REVIEW – RENOVATION REVIEW FOR THE PROPERTY LOCATED AT 91 S. MAIN STREET IN
THE CITY OF FORT ATKINSON (RR-2021-01)(JUAREZ)**

Inspector Juarez reviewed the updated code that discusses levels of review including: Renovation Review, Design Alteration Review and Project Review. This request is to repaint the exterior of 91 S. Main Street the same colors as the colors are appropriate for the Historic district and will not negatively impact the area.

Cm. Kessenich moved, seconded by Cm. Becker to approve the Special Area Design review renovation for the property located at 91 S. Main Street (RR-2021-01). Motion carried.

**5. REVIEW AND POSSIBLE ACTION RELATING TO A REQUEST FOR A SPECIAL AREA DESIGN
REVIEW – DESIGN ALTERATION REVIEW FOR THE PROPERTY LOCATED AT 102 S. MAIN
STREET IN THE CITY OF FORT ATKINSON (DAR-2021-01)(JUAREZ)**

Ann Engelman spoke on behalf of the Friends of Lorine Niedecker. They would like to paint a mural on the north façade of the building at 102 S. Main Street. The owners of the property submitted their approval of the mural. Staff feels that the addition of the third mural will create a destination and increase beautification in the City's historic downtown. Ms. Engelman confirmed this is being funded privately.

Museum Director Lee spoke on the Historic Preservation Commission review of this item. The Commission voted in favor of the project however they did not approve a Certification of Appropriateness at this time.

Cm. Lescohier moved, seconded by Cm. Highfield to approve the Special Area Design review design alteration review for the property located at 102 S. Main Street (DAR-2021-01). Motion carried.

6. REVIEW AND POSSIBLE ACTION RELATING TO THE SPECIFIC IMPLEMENTATION PLAN FOR TRUE STORAGE SELF-STORAGE PLANNED UNIT DEVELOPMENT PROJECT AT 1425 JANESVILLE AVENUE (PUD-2021-02) (SELLE)

Engineer Selle provided the updated building aesthetics site plan per Staff request. True Storage has agreed to the requirements for greenspace and landscaping within the underlying UMU Zoning District. The development of the out lots and the three year window that will control possible development and associated site improvements is covered in the Developers Agreement. The agreement will be reviewed and possibly approved by the City Council at their August 17th meeting.

Cm. Becker moved, seconded by Cm. Schultz to approve the Specific Implementation Plan for True Storage Self-Storage Planned Unit Development Project at 1425 Janesville Avenue (PUD-2021-02). Motion carried.

7. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO A PRELIMINARY CERTIFIED SURVEY MAP FOR THE KWIK TRIP PROPERTY LOCATED AT 1680 JANESVILLE AVENUE (CSM-2021-03) (SELLE)

Engineer Selle reviewed the submitted CSM to combine three lots owned by Kwik Trip for future construction. Easements necessary for drainage, stormwater management and the installation of a public sanitary sewer have all been placed on the CSM.

Cm. Lescohier moved, seconded by Cm. Becker to recommend the City Council approve the Preliminary Certified Survey Map for the Kwik Trip property located at 1680 Janesville Avenue (CSM-2021-03). Motion carried.

8. ADJOURNMENT

Cm. Highfield moved, seconded by Cm. Kessenich to adjourn. Meeting adjourned at 4:39 pm.

Respectfully submitted
Michelle Ebbert
Clerk/Treasurer



Permit Report

07/01/2021 - 07/31/2021

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

21720	309 Bluff St.	St. Paul's Lutheran School	Add/Alter Commercial	Adding one non bearing block wall	2,500	\$32.00
						\$32.00

Group Total: 1

Group: Commercial/ Industrial

21699	535 Berea Dr.	Bethany Evangelical Lutheran Church	Commercial/ Industrial	New school	4,500,000	\$5,080.60
						\$5,080.60

Group Total: 1

Group: Deck

21725	1632 Premier Pl.	Jason Krueger	Deck	Deck in rear yard	15,000	\$107.85
21733	518 Commander Ct.	Allison & Jason Greidl	Deck	Deck in rear yard	15,000	\$78.00
21738	818 Riverside Dr.	Phillip Friend	Deck	Deck in rear yard	4,000	\$60.00
						\$245.85

Group Total: 3

Group: detached garage

21690	48 South St.	Adam Wagner	detached garage	768 sq.' Garage	12,000	\$145.20
21726	617 Grant St.	Molly & Whitney Larson	detached garage	Raze existing and build new detached garage	35,000	\$114.00
						\$259.20

Group Total: 2

Group: Electrical

21688	330 Zida St.	Russell Toeller	Electrical	PV array	0	\$220.00
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Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
21689	412 Jones Ave.	Aaron Winkelman	Electrical	A/C	0	\$40.00
21698	535 Berea Dr.	Bethany Evangelical Lutheran Church	Electrical	New school electrical	0	\$1,307.50
21722	110 S. Third St.	Mackenzie Clark	Electrical	Remodel kitchen and two baths	0	\$68.75
21732	105 S Third St.	Lisa Tuttle	Electrical	new service	0	\$80.00
21737	330 Zida St.	Russel Toeller	Electrical	Move service	0	\$115.00
21740	414-416 Robert St.	Kim & Craig Foelker	Electrical	Detached garage electrical	0	\$70.00
21742	314 Garfield St.	Chris & Teri Drake	Electrical	13 openings	0	\$39.75
						\$1,941.00

Group Total: 8

Group: Fence

21692	27 Wilson St.	Art Milheiser	Fence	vinyl 4' fence	10,296	\$55.00
21693	1110 Van Buren St.	Morgan Endl	Fence	6' privacy fence in rear yard	3,500	\$55.00
21696	301 Lucile St.	Lucus Tabor	Fence	6' privacy fence in rear and side yard	1,000	\$55.00
21731	429 MCCOMB ST	JENNIFER BAILEY	Fence	FENCE	500	\$55.00
21734	519 Reena Ave.	Debra Stelse	Fence	6' privacy fence in rear yard	8,700	\$55.00
21739	611 Adams St.	Sara Gatzke	Fence	4' Picket fence	1,200	\$55.00
21741	521 REENA AVE	TYLER HARRISON	Fence	FENCE	9,000	\$55.00
21745	28 Elm St.	Eileen Slak	Fence	4' Picket	695	\$55.00
21746	1507 Radhika St.	Mitchell Magsamen	Fence	6' privacy fence in rear yard	1,636	\$55.00
						\$495.00

Group Total: 9

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

21697	1614-1618 Premier Pl.	Joseph Esther	HVAC	New two family condo HVAC	0	\$240.00
21700	626 Lexington Blvd.	Kristi Kraus	HVAC	Replace Furnace & A/C	0	\$100.00
21701	102 Clarence St.	John Landowski	HVAC	Replace A/C	0	\$65.00
21702	1319 Montclair Pl.	Tom Pierce	HVAC	Replace Furnace	0	\$65.00
21703	602 Zaffke St.	Cody Watson	HVAC	Replace A/C	0	\$65.00
21704	1331 Commonwealth Dr.	Annette Gates	HVAC	Replace Furnace	0	\$65.00
21705	523 E Milwaukee Ave.	Tim Kemmett	HVAC	Replace A/C	0	\$65.00
21706	328 Craig St.	Gwen Haagensen	HVAC	Replace A/C	0	\$65.00
21707	425 N Fourth St.	Jeff Anderson	HVAC	Replace Furnace	0	\$65.00
21708	404 Fredrick Ave.	Barbara Kamstra	HVAC	Replace A/C	0	\$65.00
21709	9 N Fourth St.	Tom Olson	HVAC	Replace A/C	0	\$65.00
21710	101 N Third St.	Stephanie Heitz	HVAC	Replace Furnace & A/C	0	\$100.00
21711	824 Morrison St.	Paul Olson	HVAC	Replace Furnace	0	\$100.00
21712	1315 Jamesway	Thomas Jonas	HVAC	Replace Furnace & A/C	0	\$100.00
21713	1433 Jamesway	Bob Stray	HVAC	Replace Furnace & A/C	0	\$100.00
21714	1100 Mohawk Ct.	Curt Polzin	HVAC	Replace Furnace & A/C	0	\$100.00
21715	108 Shirley St.	Jared Rohland	HVAC	Replace Furnace & A/C	0	\$100.00

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
21716	306 Riverside Dr.	Norma Walker	HVAC	Replace Furnace & A/C	0	\$100.00
21717	731 Zaffke St.	Randy Clark	HVAC	Replace Furnace & A/C	0	\$100.00
21718	1501 Jamesway	Janice Lindsey	HVAC	Replace Furnace & A/C	0	\$100.00
21727	1419 Jamesway	Bill Johnson	HVAC	Replace A/C	0	\$65.00
21728	711 Jones Ave.	Jones Dairy Farm	HVAC	Commercial HVAC	0	\$125.00
						\$2,015.00

Group Total: 22

Group: Plumbing

21691	525 Jackson St.	Christopher Miner	Plumbing	Lateral Repair	0	\$105.00
21694	910 Caswell St.	Jack Garrett	Plumbing	sewer repair	0	\$105.00
21723	110 S. Third St.	Mackenzie Clark	Plumbing	Remodel kitchen and two baths	0	\$102.00
21729	711 Jones Ave.	Jones Dairy Farm	Plumbing	Commercial Plbg	0	\$102.00
21730	618 TALENT TRAIL	TODD WILEMAN	Plumbing	1 LATERAL, 20 FIXTURES	0	\$225.00
21743	110 Radloff St.	Mike Hintz	Plumbing	Water meter	0	\$36.00
						\$675.00

Group Total: 6

Group: Right of Way Opening Permit

21695	910 Caswell St.	Jack Garrett	Right of Way Opening Permit	sewer repair	0	\$50.00
21724	110 Radloff St	Mike Hintz	Right of Way Opening Permit	Driveway opening	0	\$50.00
21735	306 N Fourth St.	Kim Fink	Right of Way Opening Permit	Replace sidewalk	0	\$50.00

Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
21736	1207 Gerald Ct.	Shannon Keidel	Right of Way Opening Permit	Approach	0	\$50.00
21744	107 JEFFERSON	SARA ECKSTEIN	Right of Way Opening Permit	DRIVEWAY REPLACEMENT	0	\$50.00
						\$250.00

Group Total: 5

Group: Sign

21719	201 W Sherman Ave.	BKS Dental	Sign	wall signs	7,000	\$55.00
						\$55.00

Group Total: 1

Group: Single Family Alteration/Addition

21687	300 Nadia Dr.	Mary Murray	Single Family Alteration/Addition	Porch	3,000	\$43.50
21721	110 S. Third St.	Mackenzie Clark	Single Family Alteration/Addition	Remodel kitchen and two baths	15,000	\$56.70
						\$100.20


Group Total: 2

						\$11,148.85
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Total Records: 60

8/4/2021

Submitted: 8/4/21



Inspector



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

MEMORANDUM

DATE: August 17, 2021

TO: Fort Atkinson City Council

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

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

The following is a list of the Licenses and Permits issued by the City Clerk for the period of July 16, 2021 through August 13, 2021, per the City of Fort Atkinson Municipal Code of Ordinances. No action is necessary by City Council, as these licenses and permits have already been issued. This report is for informational purposes only.

BEEKEEPING

None.

OPERATOR

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

Applicant	Place of Employment	Recommended Approval by Fort Atkinson Police Department
Laura Marquardt	Bienfangs Bar	X
Alexa Dahnert	Rock River Lanes	X
Paul Jurek	Kwik Trip #1506, Janesville Ave	X
Keri Koegel	Riverfront Café	X
Thomas Hayd	Festival Foods	X
Lars Anderson	Pizza Hut	X
Jessica Copsey	Lions Quick Mart	X
Crissol Nava	KP Mart	X

MOBILE MERCHANT

None.

DOOR-TO-DOOR RESIDENTIAL / DIRECT SELLER

None.



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

CITIZEN SERVICE INFORMATION FORM

Name (Print): Delacruz-Raub Jeanne Marie 08/08/2021
Last First Middle Date

Home Address: 618 Short Street Fort Atkinson, WI 53538

Business Name/Address: _____

Telephone (Home): 9206505762 (Work): 9205637252

Email Address: jmr.wisconsin@gmail.com

How long have you lived in the City of Fort Atkinson? 17 years

Which Boards, Commissions and/or Committees interest you? Police and Fire Commission

Please give a brief overview of your background, experience, interest or concerns in the above areas:

After living in Fort Atkinson since late 2005, I have discovered that being an advocate for others, especially those who do not have a strong voice, is my passion. I had the opportunity to work as director of education for the Jefferson County Literacy Council to help those Jefferson County residents who wanted to learn how to read, earn their U.S. citizenship or earn their GED in various settings (i.e., public libraries, county jail). As well, I had the opportunity as Director of Children's Ministry at a local church in Fort Atkinson where I could work with children Grades PreK-Grade 5 serving in our local community (ie., food pantry, Feed Your Soul weekly dinners, guitar ministry and family retreats). This experience also came with a budget allotted to serve the homeless in our area and serve children in need of basic needs. After taking some time off to take care of our daughter, I now work as director for Parents Cooperative Preschool, a non profit organization in Fort Atkinson. As director, I am grateful to be part of maintaining, expanding and starting community partnerships with Law Enforcement, United Way of Jefferson and Walworth Counties, Fort Chamber, Dwight Foster Library and various local small businesses. In addition, for the past 2 years, our family have served as local Sunday School leaders for the Spanish speaking community. As a resident and active community member of Fort Atkinson, all of the above experiences have culminated in my love and advocated for our city. To receive an invitation to consider being part of the Police and Fire Commission for our city is an honor and one that I feel I would be able to positively contribute to the group as community voice.

References:

1. _____ Phone: _____
 Adrian Bump 920-563-7777

2. _____ Phone: _____
 Minetta Lippert (920) 563-7790

Signature

Return this form to:
 City Manager's Office
 101 North Main Street
 Fort Atkinson WI 53538
lidzikowski@fortatkinsonwi.net



POLICE DEPARTMENT

Adrian J. Bump
CHIEF OF POLICE

07-29-2021

To: Fort Atkinson City Council

From: Chief Adrian Bump

Trick or Treat 2021

The purpose of this letter is to identify a recommended date and time for Trick or Treat and Trunk or Treat in the City of Fort Atkinson if a decision is made to coordinate and support the events in 2021.

Sunday, October 31, 2021 from 1:00pm-4:00pm would be an appropriate and safe time for Trick or Treat if the event is encouraged in the City. In addition to Trick or Treat, I think it is appropriate to set a tentative date for Trunk or Treat pending any local or regional changes. The intended traditional focus of Trunk or Treat was to hold the event annually on Halloween. So, a recommendation to set the Trunk or Treat event for Sunday, October 31, 2021 from 6:00pm-8:00pm at Jones Park would align with that tradition.

The Police Department is not encouraging or discouraging these events in 2021. I believe it is important to plan for the event pending future difficult decisions that could be encountered.

If City Council decides to identify a date and time for the events, additional police resources will be assigned to help increase safety in our residential neighborhoods and Jones Park for the date and times selected.

Respectfully submitted,

Adrian Bump
Chief of Police
City of Fort Atkinson



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

MEMORANDUM

DATE: August 17, 2021

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Special Event:
Trunk or Treat

BACKGROUND

The City of Fort Atkinson is committed to supporting quality special events throughout the community. The Special Event Guide and Application was created to assist with planning events in the city and to allow appropriate contact information be obtained and forwarded to Departments. The planning guide is designed to assist members of the community in the planning, preparation and running of events and programs in Fort Atkinson.

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

DISCUSSION

Event: Trunk or Treat

Date of Event: Sunday, October 31, 2021

Hours of Event: Setup 4:30 pm (Event 6:00-8:00 pm) Take Down 9:00 pm

Location: Jones Park, parking lot off Park Street and S. 6th Street.

Contact Person: Jude Hartwick and Bruce Johnson

Estimated Number of Attendees: 200-400

The application and event information was routed to all City Departments with the following comments:

Public Works will provide barricades, if necessary, upon request.

Police Department will be present at the event.

FINANCIAL ANALYSIS

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



RECOMMENDATION

Staff recommends that City Council approve the Special Event: Trunk or Treat for Sunday, October 31, 2021 from 4:30 pm to 9:00 pm.

ATTACHMENTS

Special Event Application



CITY OF FORT ATKINSON
Special Event Application

Name of Business/Group Organizing Event: <i>(Community Volunteers)</i>	
Contact Person for Event: <i>Jude Hartwick / Bruce Johnson</i>	
Phone Number: <i>920-568-0620</i>	Email: <i>judehartwick@gmail.com</i>
Is the Business/Group Organizing Event: <input type="checkbox"/> For profit or <input checked="" type="checkbox"/> Non-Profit	
Special Event Details	
Event Name: <i>Trunk or Treat 2021</i>	
Event Date: <i>Oct 31st 2021</i>	
Event Location: <i>Jones Park</i>	
Estimated Number of Attendees: <i>200-400</i>	Hours of Event: <i>6-8 pm</i> <i>(4:30-9:00 pm set up, take down)</i>
Check all applicable boxes:	
<input checked="" type="checkbox"/> I am renting a City Park <i>✓</i>	Attach copy of paid park rental from Parks & Recreation (920) 563-7781.
<input checked="" type="checkbox"/> I will be having music - <i>speakers + radio</i>	Start and end time of music:
<input type="checkbox"/> I will be closing a street(s)	Attach site diagram with details. Barricades can be provided by Public Works upon request (920) 563-7771.
<input type="checkbox"/> I will be selling beer and/or wine*	Attach Temporary License and Bartender/Operator Applications. Contact City Clerk (920) 563-7760
*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.	
<input checked="" type="checkbox"/> I will be erecting a tent, canopy or other temporary structure.	
<i>Tables, canopies, cars // Electrical boxes + plugs on light on reservoir</i>	
By signing, I agree to the following statements:	
I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I am responsible to contact each Department to arrange for assistance. I understand I am responsible for timely clean up after the event.	
Responsible Party Signature: <i>Jude M Hartwick</i>	

Office Use Only

Date Submitted to Clerk: *8/12/21* Date Emailed to Departments: *8/13/21*

Department	Comments, Concerns, Action(s) to be taken
<input checked="" type="checkbox"/> Clerk/Treasurer	<i>no concerns</i>
<input checked="" type="checkbox"/> EMS - Ryan Brothers Ambulance	<i>no comments</i>
<input checked="" type="checkbox"/> Engineer and Building Inspection	<i>no concerns</i>
<input checked="" type="checkbox"/> Electrician	<i>no concerns</i>
<input checked="" type="checkbox"/> Fire and Rescue Department	<i>no concerns</i>
<input checked="" type="checkbox"/> Library and Museum	<i>no concerns</i>
<input checked="" type="checkbox"/> Parks & Recreation	<i>no concerns</i>
<input checked="" type="checkbox"/> Police Department	<i>will be present at event</i>
<input checked="" type="checkbox"/> Public Works Department	<i>barricades available if necessary</i>
<input checked="" type="checkbox"/> Wastewater and Water Utility	<i>no concerns</i>

Date Reported to City Council (if necessary): <i>8/17/21</i>
Comments, Contingencies, Findings:



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

MEMORANDUM

DATE: August 17, 2021

TO: Fort Atkinson City Council

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

RE: Discussion and possible action relating to Temporary Class "B"/"Class B" Retailer's Licenses for the Fort Atkinson Club for event on August 20, 2021

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 remember as you consume alcohol *Away* from the premises. Likewise, Class B you consume on-site, for example *Bar*.

Alcohol licenses are further defined by the quotation marks used. For example, "Class A" refers to intoxicating liquor while Class "A" refers to fermented malt beverages. These licenses can also be issued together as a combination license, most common for grocery stores.

Temporary Class "B" (picnic) beer and/or wine licenses may sell fermented malt beverages to consumers at a picnic or similar gathering of limited duration. Such licenses may be issued only to bona fide clubs, chambers of commerce, county or local fair associations, agricultural societies, churches, lodges, societies, veteran's organizations that have been in existence for at least six months.

There is no limit to the number of Temporary Class "B" fermented malt beverage licenses that may be issued to an eligible organization in a calendar year. However, there is a limit of two Temporary "Class B" wine licenses that may be issued to an eligible organization in a 12-month period.

Temporary license holders must have licensed operators (bartenders) and they must purchase their products from a Distributor/Wholesaler.

The attached applications from The Fort Atkinson Club were completed and submitted in a timely manner as required by Department of Revenue form AT-315 and City of Fort Atkinson Code of Ordinance Section 6-61(b).

DISCUSSION

Organization: Bona Fide Club

Name: The Fort Atkinson Club

Street Location: 211 S Water Street East

Manager of affair: Jill Kessenich

Premises: 211 S Water Street East, The Fort Atkinson Club

Name of Event: Summer Patio Concerts

Date of Event: August 20, 2021

The Named Organization Applied for the Following License(s): Class "B" Fermented Malt Beverages

FINANCIAL ANALYSIS

There is a \$10.00 license fee per Application for Temporary Retailer's License. Publication is not required for these licenses.

RECOMMENDATION

Staff recommends that the City Council approve of the Temporary Class B Retailer's License to sell products at The Fort Atkinson Club, 211 S Water Street E for the Summer Patio Concert to be held on August 20, 2021 contingent upon having licensed operators and purchasing products from a Wisconsin beverage distributor.

ATTACHMENTS

Applications for Temporary Class "B" / "Class B" Retailer's Licenses

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

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

FEE \$ 10

☐ Town ☐ Village ☒ City of FORT ATKINSON

Application Date: 7-30-21

County of JEFFERSON

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

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

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

at the premises described below during a special event beginning 8/20/21 and ending 8/21/21 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☒ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name THE FORT ATKINSON CLUB (ROCK RIVER HERITAGE, INC.)

(b) Address 211 S. WATER ST. E., FORT ATKINSON, WI 53538
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized 7/28/2012

(d) If corporation, give date of incorporation SAME

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President DOMINIQUE WALSH

Vice President JOHN LANDOWSKI

Secretary JAMES YANCE

Treasurer LEE JATHIKE

(g) Name and address of manager or person in charge of affair: JOE KESSEWICH, 301 MEMORIAL DR., FORT ATKINSON, WI, 53538

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

(a) Street number 211 S. WATER ST. E.

(b) Lot _____ Block _____

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

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

3. Name of Event

(a) List name of the event SUMMER PATIO CONCERT

(b) Dates of event 8/20/21

DECLARATION

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

Officer

Dominique Walsh
(Signature / Date)

ROCK RIVER HERITAGE / FORT CLUB
(Name of Organization)

Date Filed with Clerk

8/2/2021

Date Reported to Council or Board

8/17/2021

Date Granted by Council

License No. _____



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

MEMORANDUM

DATE: August 17, 2021

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Special Event:
Café Carpe – Rhythm Remix – Premise extension for alcohol consumption

BACKGROUND

The City of Fort Atkinson is committed to supporting quality special events throughout the community. The Special Event Guide and Application was created to assist with planning events in the city and to allow appropriate contact information be obtained and forwarded to Departments. The planning guide is designed to assist members of the community in the planning, preparation and running of events and programs in Fort Atkinson.

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

DISCUSSION

Event: Café Carpe – Rhythm Remix
Date of Event: Saturday August 21, 2021
Hours of Event: 11:30 am to 5:30 pm
Location: Café Carpe, parking lot west of business
Contact Person: Bill Camplin and Kitty Welch, info@cafecarpe.com
Estimated Number of Attendees: 20-50

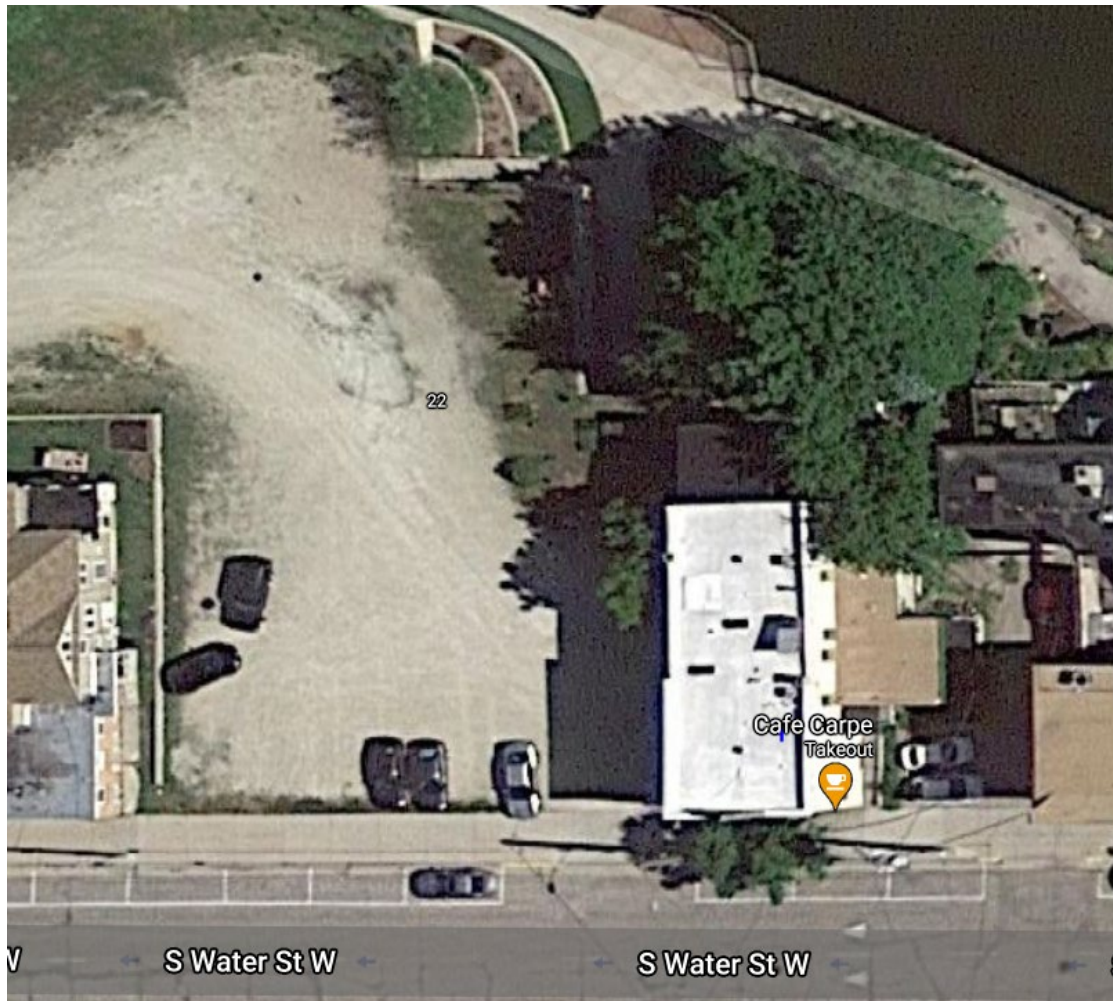
Café Carpe is participating in the Chamber of Commerce Rhythm Remix event on Saturday August 21st. While the Rhythm Remix is not planned to include alcohol, some of the participating locations are offering alcohol for sale with on-site consumption. Café Carpe would like to extend their premise for the event and allow alcohol consumption outdoors in the fenced area. Alcohol will only be sold indoors.

The application and event information was routed to all City Departments with the following comments:

Police Department: Request for the property owners to confirm appropriate fencing, barriers, security and barrels for the consumption area.

FINANCIAL ANALYSIS

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



RECOMMENDATION

Staff recommends that City Council approve the Special Event at Café Carpe and allow the consumption of alcohol in the outdoor fenced in area in conjunction with Rhythm Remix on Saturday August 21, 2021 from 11:30 am to 5:30 pm.

ATTACHMENTS

Special Event Application



CITY OF FORT ATKINSON
Special Event Application

Chamber of Commerce

Name of Business/Group Organizing Event: <u>Cafe Carpe Bill Complin /Kitty Welch</u>	
Contact Person for Event: <u>above - either</u>	
Phone Number: <u>920 563 9391</u>	Email: <u>info@cafecarpe.com</u>
Is the Business/Group Organizing Event: <input checked="" type="checkbox"/> For profit or <input type="checkbox"/> Non-Profit	
Special Event Details	
Event Name: <u>Rhythm Remix Chamber event</u>	
Event Date: <u>August 21 2021</u>	
Event Location: <u>parking lot west of Carpe building</u>	
Estimated Number of Attendees: <u>20 - 50</u>	Hours of Event: <u>11:30 - 5:30</u>
<p>Check all applicable boxes:</p> <p><input type="checkbox"/> I am renting a City Park Attach copy of paid park rental from Parks & Recreation (920) 563-7781.</p> <p><input checked="" type="checkbox"/> I will be having music Start and end time of music: <u>12 - 5</u></p> <p><input type="checkbox"/> I will be closing a street(s) Attach site diagram with details. Barricades can be provided by Public Works upon request (920) 563-7771.</p> <p><input type="checkbox"/> I will be selling beer and/or wine* Attach Temporary License and Bartender/Operator Applications. Contact City Clerk (920) 563-7760</p> <p><small>*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.</small></p> <p><input checked="" type="checkbox"/> I will be erecting a tent, canopy or other temporary structure.</p>	
<p>By signing, I agree to the following statements:</p> <p style="text-align: right; font-size: 1.2em;">Extend premise for Consumption of Alcohol.</p> <p>I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I am responsible to contact each Department to arrange for assistance. I understand I am responsible for timely clean up after the event.</p>	
<p>Responsible Party Signature: <u>Bill Complin</u> <u>Kitty Welch</u></p>	

Office Use Only

Date Submitted to Clerk: 8/13/21 Date Emailed to Departments: 8/13/21

Department	Comments, Concerns, Action(s) to be taken
<input checked="" type="checkbox"/> Clerk/Treasurer	<u>Request to extend premise to allow consumption outside</u>
<input checked="" type="checkbox"/> EMS - Ryan Brothers Ambulance	<u>no comments</u>
<input checked="" type="checkbox"/> Engineer and Building Inspection	<u>no concerns</u>
<input checked="" type="checkbox"/> Electrician	<u>no concerns</u>
<input checked="" type="checkbox"/> Fire and Rescue Department	<u>no concerns</u>
<input checked="" type="checkbox"/> Library and Museum	<u>no concerns</u>
<input checked="" type="checkbox"/> Parks & Recreation	<u>no concerns</u>
<input checked="" type="checkbox"/> Police Department	<u>confirm appropriate fencing, barriers, security, barrels.</u>
<input checked="" type="checkbox"/> Public Works Department	<u>no concerns</u>
<input checked="" type="checkbox"/> Wastewater and Water Utility	<u>no concerns</u>

Date Reported to City Council (if necessary): <u>8/17/2021</u>
Comments, Contingencies, Findings:



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

MEMORANDUM

DATE: August 17, 2021

TO: Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Ordinance to amend Sections 2-52(c) and 15.10.13(2) and to create Section 2-3 of the City of Fort Atkinson Municipal Code relating to allowing electronic participation at meetings by members of the City Council, Boards, Commissions, and Committees

BACKGROUND

Due to the COVID-19 pandemic over the last 18 months, the City has transitioned from in-person City Council, Board, Commission, and Committee meetings to fully remote or virtual meetings. The City has been using the Zoom teleconference application to support virtual public meetings with success. City staff also use various teleconference applications for staff meetings, meetings with the public and consultants, and any other meetings when the virtual option is convenient and desirable.

DISCUSSION

In the April 2021 issue of *The Municipality*, the League of Wisconsin Municipalities' monthly publication, Attorney Brian Sajdak contemplates electronic meetings under the New Robert's Rules of Order. The City has not adopted Robert's Rules of Order in its entirety; however, the Council and other Boards, Commissions, and Committees use the Rules as a guide for meeting management. In the attached article, Attorney Sajdak points out that the code of ordinances that includes the bylaws for governmental bodies should specifically authorize electronic meetings if the governing body desires to continue to meet in that manner beyond an emergency situation or authorization.

The City of Fort Atkinson desires to continue to support virtual public meetings through the pandemic and in the future when appropriate and convenient for the City Council, members of Boards, Commissions, and Committees; staff members; and the general public. Additionally, the City desires to provide an option for hybrid meetings in the future, when the City's technology in the Council meeting room allows for it, to support both in person participation and virtual participate in a hybrid environment.

The City Attorney has drafted the attached Ordinance relating to electronic participation at meetings by members of the City Council, Boards, Commissions, and Committees. This document amends three sections of the City's Code of General Ordinances. The first two Sections simply refer to Section 3, which amends 2-3 of the Code to define and permit remote electronic or virtual meetings and hybrid meetings. This section also establishes rules

and requirements for members of the governing bodies and the public to attend such virtual or hybrid meetings.

FINANCIAL ANALYSIS

This ordinance change is not expected to impact the City financially. The City Council has already authorized Staff to contract with our IT provider to make technology upgrades to the Council meeting room to accommodate hybrid public meetings. These upgrades will be paid for using funds from the American Recovery Plan Act (ARPA). The timelines for implementation of the technology upgrades is around September 1st with our first hybrid City Council meeting planned for September 7, 2021.

RECOMMENDATION

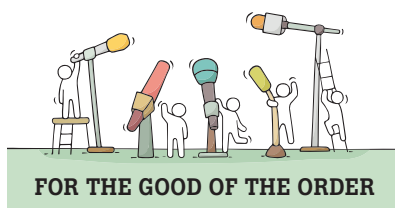
The City Attorney drafted the attached ordinance. All City Department Heads have reviewed it, and pertinent feedback was incorporated.

The Ordinance Committee reviewed this ordinance at the meeting on August 3, 2021 and recommended that the City Council review and adopt it.

Staff recommends that the City Council perform the first reading of this ordinance and direct the City Manager to prepare it for a second reading on September 7, 2021.

ATTACHMENTS

The Municipality Electronic Meetings Under the New Robert's Rules of Order; Redline Virtual Meeting Ordinance; Clean Copy Virtual Meeting Ordinance



Electronic Meetings Under the New Robert's Rules of Order



Attorney Brian C. Sajdak, Wesolowski, Reidenbach & Sajdak, S.C.

Robert Heinlein, the so-called dean of science fiction writers, wrote in *Time Enough for Love* that “progress isn’t made by early risers. It’s made by lazy men trying to find easier ways to do something.” So it is with electronic meetings – something for many of us that was born from COVID-19 necessity. Yet, as the pandemic wanes, the push to continue with electronic meetings will be made largely because they are convenient and easy. Many do not see progress here, but instead fear of running afoul of proper parliamentary procedure or, worse, Wisconsin’s Open Meetings Law.

The fears of this technological advance are not unjustified. However, as Isaac Asimov once noted, “any technological advance can be dangerous. Fire was dangerous from the start, and so (even more so) was speech – and both are still dangerous to this day – but human beings would not be human without them.” Thankfully, at least from a parliamentary procedure perspective, any fears that might have existed may be allayed with the recent publication of *Robert’s Rule of Order Newly Revised* (RONR, 12th Ed.).^{1, 2}

For the first time the RONR expressly contemplates electronic meetings for a parent body such as a common council or village board. Initially, it is important to note that under RONR 9:30, the default provision for these bodies is that a meeting must be held as a “single official gathering in one room or area.” Electronic meetings for a parent body

must be expressly authorized in the bylaws for the body. RONR 9:31. For a governmental body, this means your code of ordinances should authorize electronic meetings. Accordingly, if your municipal code adopts Robert’s Rules but you have not codified authority to hold electronic meetings, a conflict exists that could subject actions taken to potential legal challenges.

In making the decision to authorize electronic meetings, RONR advises that specific rules should be established to guide participation in the meeting, keeping in mind that “simultaneous aural communication is essential to the deliberative character of the meeting.” RONR 9:34. To assist in this regard, the 12th Edition includes a 14-page appendix with sample rules that could be used depending on the type of electronic meetings to be used by the body.

Before addressing the suggested rules, the oft-repeated caution about Robert’s Rules should be repeated here – the rules are drafted with larger deliberative bodies in mind, and they often do not translate well to smaller local government bodies. The suggested rules provide an excellent example of this caution in that they do not include any rules related to access and/or participation in an electronic meeting by members of the public.

Perhaps such rules are unnecessary for large deliberative bodies, but for local governments in Wisconsin such rules are critical since they help address many fears

raised by electronic meetings under the Open Meetings Law. You should discuss your rules with your municipal attorney to ensure your electronic meetings do not run afoul of the Open Meetings Law.

The sample rules proposed in RONR are based upon four meeting scenarios. First, a full-featured internet meeting. This meeting type utilizes an internet service that integrates audio and/or video with text and voting capabilities. The second meeting type is a mixed telephone and internet meeting. Here, participants utilize the phone to communicate and the internet for the purpose of having secret votes and sharing documents. Third is a speakerphone meeting. Under this approach, the majority of members meet in person while some members may call in to participate by speaker phone. Finally, the telephone-only option, which is self-evident.

Within these meeting scenarios, the proposed rules address multiple aspects that you will want to consider should you wish to authorize electronic meetings. On the simpler side, the rules address how notice of the meeting is provided and the process for attending the meeting. More complex considerations include how to count a quorum depending on the location of members, how to handle motions and voting, and technical issues like if and when a member can be forcibly muted or disconnected.

This column cannot address all of the permutations because those communities that choose to authorize electronic meetings will each do so in different ways. Those communities that choose to go this route are well-advised to review all of the proposed rules to best tailor your rules to your meeting structure. As discussed above, such review should also involve an analysis of the Open Meetings Law to ensure there is no conflict with your rules.

About the Author:

Brian C. Sajdak is a member of Wesolowski, Reidenbach & Sajdak, S.C. where he serves as municipal counsel to multiple southeast Wisconsin municipalities. In addition to his municipal law practice, he also practices in the areas of zoning and land use, condemnation, tax assessment, civil litigation, and real estate law. Mr. Sajdak earned his B.S. degree from the University of Wisconsin-Madison and his J.D. degree from Marquette University Law School. He is a member of the State Bar of Wisconsin where he is a member of the Administrative and Local Government Law Section and the Government Lawyers Division. Mr. Sajdak served two terms on the Administrative and Local Government Law Section Board, including serving as the Chair of the Section, and is a past Co-Chair of the Public Education Committee's Publications & Technology Task Force. Contact Brian at brian@wrslegal.net

1. For additional coverage of the changes in the 12th Edition of Robert's Rules, see the "For the Good of the Order" columns in *The Municipality* by Daniel Foth in the September 2020 and Michael May in February 2021.

2. All subsequent citations in this column to RONR are to the 12th Edition.

Legal Captions

Employees 370

HR Matters article by Attorney Lisa Bergersen explains how "100% Healed" policies, requiring employees to be released by their health care provider with no restrictions prior to returning to their jobs, can violate state and federal disability discrimination laws. To minimize legal liability such policies should be eliminated or rewritten to be flexible and allow an employee to return to work, even with restrictions, if the employer can accommodate those restrictions without undue hardship or posing a direct threat to safety.

Platting 174

Zoning 526

Article provides overview of Wis. Stat. § 62.23(7) zoning authority and § 236.45 local subdivision regulation authority and summarizes Wisconsin Supreme Court decision in *Anderson v. Town of Newbold*, 2021 WI 6, which reviews functional analysis

courts use to determine whether an ordinance is a zoning ordinance and holds town ordinance imposing minimum width on lakefront lot was a lawful exercise of town's subdivision authority rather than a shoreland zoning ordinance regulating shoreland zoning more restrictively than state law.

Powers of Municipalities 941

Article by attorney Matt Dregne (Stafford Rosenbaum LLP) emphasizes importance of rule of law, particularly in context of land use decisions, and distinguishes how it applies when making legislative decisions versus when making quasi-judicial decisions that require an impartial decision-maker to decide a particular matter after making factual findings based on evidentiary record and applying existing legal standards.

Board of Review Training Requirement

The Board of Review (BOR) hear property owners' objections to their tax assessments. In 2021, Wisconsin Law requires that at least one member of the BOR obtain Wisconsin Department of Revenue (DOR) approved training within two years of the BOR's first two-hour meeting. While it is recommended that all BOR members be trained, the law requires that only one member undergo training. (Wis. Stat. §§ 70.46(4) & 73.03(55).) Only 2021 training is certified.

The UW-Madison Division of Extension Local Government Education, the Wisconsin Department of Revenue (DOR), the Wisconsin Towns Association, and the League of Wisconsin Municipalities again partnered to develop the 2021 Board of Review (BOR) training. A new "How to Conduct a Board of Review Hearing" video and updated materials are available here: <https://localgovernment.extension.wisc.edu/board-of-review-training/>

ORDINANCE NO. ____

**AN ORDINANCE
TO AMEND SECTIONS 2-52(c) AND 15.10.13(2) AND TO CREATE SECTION 2-3
OF THE CITY OF FORT ATKINSON MUNICIPAL CODE
RELATING TO ALLOWING ELECTRONIC PARTICIPATION AT MEETINGS BY MEMBERS OF CITY
COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES**

WHEREAS, on May 18, 2004, the City Council adopted Amended Ordinance 2-52(c) of Article II which governs the City Council meeting; and

WHEREAS, on October 20, 2020, the City Council adopted Section 15.10.13(2) specifying the details of the meetings of the Board of Appeals; and

WHEREAS, since the adopted of the above ordinances, the City Council has determined that the establishment of language allowing for electronic participation by members of the City Council and other boards, commissions, and committees is warranted.

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

Section 1. Section 2-52(c) of the City of Fort Atkinson Municipal Code is hereby amended to read as follows:

“Sec. 2-52. – Meetings.

- (a) *Regular meetings.* The Council shall meet annually on the third Tuesday of April for the purpose of organization, and regular meetings shall be held on the first and third Tuesdays of every month thereafter. If the date for such regular meeting falls upon a legal holiday or day of election, the council may meet the following Thursday.
- (b) *Special meetings.* Special meetings of the council may be called by the council president, or by any two councilmembers or by the city manager, by filing a written notice to members as required by Wis. Stats. §62.11(2); however, such written notice of meeting may be waived by any member.
- (c) *Time and place.* Regular meetings of the council shall be held in the council chambers in the municipal building in the city at 7:00 p.m. Special meetings shall be held at the same place and at the time designated in the notice thereof, except as found in Section 2-3 of the Municipal Code.

(Code 1969, §1.01; Ord. No. 615, 5-18-04)”

Section 2. Section 15.10.13(2) of the City of Fort Atkinson Municipal Code (Zoning Ordinance) is hereby amended to read as follows:

“Section 15.10.13: Board of Zoning Appeals

- (2) Meetings. All meetings of the Board shall be held at the Municipal Building unless a different meeting place is announced in a public notice of the meeting, except as found in Section 2-3 of the Municipal Code. All meetings shall be held at the call of the Building Inspector and at such other times as the Board may determine. The Building Inspector, or in his absence the Acting Chairman, may administer oath and compel the attendance of witnesses. Three (3) members shall constitute a quorum.”

Section 3. Section 2-3 of the City of Fort Atkinson Municipal Code is hereby created to read as follows:

“Section 2-3. – ~~Reserved.~~ Remote Electronic or Virtual Meetings.

- A. Remote electronic or virtual meetings generally. In lieu of meeting in person at the Municipal Building, the City Manager may make any meetings of the City Council, or its committees, including any Special Meeting, a remote electronic or virtual meeting or a hybrid meeting. A remote electronic or virtual meeting shall be conducted partially or entirely by telephone, electronically, or by other means of two-way communication so as to provide maximum participation by members and the public, in a manner consistent with the provisions of the Wisconsin Open Meetings law. A hybrid meeting combines virtual and in-person participation by the Council, Committees, Staff, and/or the public in order to accommodate schedules and promote engagement. Such meetings may also take place upon a majority vote of the City Council in advance of the proposed meeting date.
- B. Members attending virtual and/or hybrid meetings. All members of the City Council or committees shall be provided the capability to hear one another or otherwise communicate with one another during the conduct of the meeting, and to hear or read all discussion, comment, and testimony in a manner designed to provide greatest amount of openness and participation. Whenever possible, a two-way video connection should be utilized by member(s) appearing in this manner.
- C. Public attending virtual and/or hybrid meetings. Members of the public shall be able to hear or read all discussion, testimony and votes, in a manner designed to provide maximum notice and openness. For meetings or hearings requiring public commentary or input, a method shall be utilized to assure that such comment or input shall be received in a timely manner by the members of the City Council, boards, commissions or committees.
- D. Quorum. Virtual meeting attendance by any or all members of the City Council, boards, commissions, or committees shall be considered the same as physical

presence at the meeting for purposes of counting toward quorum and the ability to cast a vote at the meeting.

E. Minutes. The minutes of a meeting conducted by telephone, electronically, or other means are open to public inspection. Any audio or video recording of the meeting shall be made available in accordance with Wisconsin public records law and retained by the custodian of records in accordance with the City's records retention schedule.

F. Technical requirements and malfunctions. Each member is responsible for his or her connection to the internet and telephone conference call; no action shall be invalidated on the grounds that the loss of, or poor quality of, a member's individual connection prevented him or her from participating in the meeting.

G. Other Boards and Commissions. Other boards and commissions performing business for or on behalf of the City of Fort Atkinson, including citizen commissions, shall be permitted to conduct meetings in the manner described above.

Section 4. 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 SECTIONS 2-52(c) AND 15.10.13(2) AND TO CREATE SECTION 2-3
OF THE CITY OF FORT ATKINSON MUNICIPAL CODE
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Section 4. 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: August 17, 2021

TO: Fort Atkinson City Council

FROM: Andy Selle P.E., City Engineer

RE: Second reading of an Ordinance to Amend the Official Zoning Map of the City of Fort Atkinson for the property located at 520 Edward Street/509 Clarence Street, from MI, Medium Industrial, and TF-10, Two-Flat Residential, to I, Institutional Zoning District, to accommodate the redevelopment of the site for the Badgerland After School Enrichment (BASE) Program (ZMA-2021-03)

BACKGROUND

Detailed documentation is attached from the Plan Commission submittal. The Badgerland After School Enrichment (BASE) program has submitted an application for a Zoning Map Amendment for the properties located at 520 Edward Street and 509 Clarence Street to change the zoning districts from MI, Medium Industrial, and TF-10, Two-Flat Residential, to I, Institutional District, to accommodate the redevelopment of the site for the new BASE facility.

The Plan Commission reviewed this item at the meeting on July 27, 2021; held a public hearing; and recommended that the City Council approve the Ordinance changing the zoning classification. The attached draft ordinance will change the zoning of the two parcels if/when enacted by the City Council. Note that there will be a new legal description on this document before final approval and after a Certified Survey Map is submitted by the applicant combining the two parcels into one parcel.

RECOMMENDATION

Staff recommends the City Council direct the City Manager to prepare this ordinance for a third reading at the meeting on September 7, 2021.

ATTACHMENTS

Draft Ordinance – ZMA-2021-03; 7.27.21 Plan Commission BASE Rezone Staff Report and Submittal

ORDINANCE NO. ____

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

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

Section 1. Section 15.02.03 of the City of Fort Atkinson Zoning Ordinance, adopting the Map of Standard Zoning Districts, is hereby amended to change the zoning classification of the following described property from MI, Medium Industrial, and TF-10, Two Flat Residential, zoning districts, to the I, Institutional Zoning District:

BEG 270.3FT N OF NE/C LOT 2 BLK 14, MARSTON & PRITCHARD ADD,
N209.7FT,E120FT,N180FT W219.85FT,S18DG43"W 406.4FT, E230.45FT TO POB. ALSO
ESMT S30FT OF VAC LORMAN ST IN 516-177. 520 EDWARD ST AND BEG 300FT N OF
NE/C BLK 14, MARSTON & PRITCHARD ADD,N180 FT,W120FT,S180FT,E120FT-POB
(Parcel numbers 226-0614-3433-032 and 226-0614-3433-029)

legal description will change with approval of Certified Survey Map prior to final adopted of ordinance

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

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

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

Chris Scherer, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



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

ZONING MAP AMENDMENT REVIEW STAFF REPORT & FINDINGS OF FACT

DATE: July 27, 2021

FILE NUMBER: ZMA-2021-03

PROPERTY ADDRESS: 520 Edwards & 509
Clarence St.

EXISTING CITY ZONING: MI, TF-10

PARCEL NUMBERS: 226-0614-3433-032,
226-0614-3433-029

REQUESTED ZONING: I, Institutional

EXISTING LAND USE: Industrial & Two Family

OWNER: WD Hoard Co, Brian Knox

APPLICANT: Badgerland After School
Enrichment Program Inc. (BASE)

REQUESTED USES: Badgerland After School
Enrichment Program facility (administration offices,
program space for early childhood, elementary and
middle school kids, a teen center, community space,
gym and other program related uses)

BACKGROUND:

BASE would like to utilize the property to operate its after-school enrichment programming for children. The remodeled existing structure will accommodate administration offices, program space for early childhood, elementary and middle school kids, a teen center, community space, gym and other program related uses.



REQUEST OVERVIEW:

The request is to rezone the properties located at 520 Edwards Street and 509 Clarence Street (parcel numbers 226-0614-3433-032 and 226-0614-3433-029), from Medium Industrial (MI) and Two Flat (TF-10), to Institutional (I) to accommodate the project as outlined above.

PUBLIC NOTICE:

The notice was published in the *Jefferson Daily Union* on July 6 and July 13, 2021 for a public hearing to be held on **July 27, 2021**. Property owners of parcels within 100 feet of the subject parcels were mailed the attached Public Notice on or about July 14, 2021. The official Public Hearing will take place on July 27th.

COMPREHENSIVE LAND USE PLAN (2019):

The Future Land Use Map (Map 7) in the City's Comprehensive Plan shows these parcels as appropriate for Planned Mixed Use. This future land use category is meant to provide a carefully designed blend of commercial, office, multi-family residential, and/or community facility land uses, usually as part of a Planned Unit Development. Mixed-use areas are intended to be vibrant urban places are also function as community gathering spots.

This area is also included in the North Railway District Planning Area in Figure 2.14 of the Comprehensive Plan. It is identified as appropriate for planned mixed use.

The use of these parcels as the BASE facility, along with the request to rezone the parcels to the I, Institutional Zoning District, are in line with the Comprehensive Plan. The BASE facility will be an asset to the community and provide a significant redevelopment opportunity in this area of the City. This redevelopment will create a vibrant urban place and community gathering spot.

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

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

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

The request fulfills the purposes outlined in 15.01.01

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

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

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

The request is consistent with the existing commercial and residential mixed use in intensity, and expected impacts.

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

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

N/A

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

N/A

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

N/A

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

N/A

RECOMMENDATION:

Staff recommends that the Plan Commission recommend approval of the Rezoning request to City Council.

ATTACHMENTS:

Location Map – BASE Project; Application for a Zoning Map Amendment; ZMA-2021-03 Public Notice; Rezoning Exhibit; BASE Proposed Exterior Elevations

**NOTICE OF PUBLIC HEARING
ON A REQUEST TO REZONE THE
PROPERTY LOCATED AT 520 EDWARDS
ST. AND 509 CLARENCE ST. HIGH STREET**

OFFICIAL NOTICE IS HEREBY GIVEN that a public hearing will be held before the Plan Commission of the City of Fort Atkinson, Jefferson County, Wisconsin for the purpose of soliciting public input on a request to rezone the properties located at 520 Edwards Street and 509 Clarence Street (parcel numbers 226-0614-3433-032 and 226-0614-3433-029), from Medium Industrial (MI) and Two Flat (TF-10), to Institutional (I). This zoning change has been requested to accommodate the redevelopment of the subject property to house Badgerland After School Enrichment Program Inc. (BASE). The existing structure will accommodate administration offices, program space for early childhood, elementary and middle school kids, a teen center, community space, gym and other program related uses.

Said public hearing will be held remotely via Zoom on Tuesday, July 13th, 2021 at 4:00 p.m. at the City of Fort Atkinson Plan Commission meeting. Those interested in attending this meeting should follow the below link, or dial in for audio access.

<https://us02web.zoom.us/j/82214860406?pwd=TEVyUVdQM05VNFVzb0E2TUNTU09>

Meeting ID: 822 1486 0406
Passcode: 53538

Dial by your location
+1 312 626 6799

Any interested party will be given the opportunity to be heard at that time. The City Council will likely review the rezoning request at the meeting on Tuesday, **July 20, 2021**.

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

/s/ Andy Selle, City Engineer

Publish: June 21, 2021 and July 5, 2021

Project Name

B.A.S.E.

Project Address

799 Clarence Street
Fort Atkinson, WI 53538

Project Data		
Building		
Existing Building Area	37,675 SF (existing)	
Number of Stories	1	
Egress Width		
Required		
Provided		
Construction Type	IV	
Building Classification		
Multiple Occupancies		
Separated Uses	E (Educational)	
Non-separated Uses		
Allowable Area		
Fire Protection	Fully-Sprinklered	
Sanitary Facility Requirements		
Men Required		
Water Closet		
Urinal		
Lavatory		
Men Provided		
Water Closet		
Urinal		
Lavatory		
Women Required		
Water Closet		
Lavatory		
Women Provided		
Water Closet		
Lavatory		
Site Information		
Zoning	Change existing zoning from MI, UMU, & TF-10 to I (Institutional)	

DRAFT

Architects Seal

Engineers Seal

64
YEARS
OF
DESIGN
EXCELLENCE



SHEET INDEX		REVISIONS																											
G-001	COVER SHEET																												
C-001	EXISTING SITE PLAN																												
C-100	DEMO SITE PLAN																												
C-101	SITE PLAN																												
A-001	OVERALL DEMOLITION PLAN																												
A-001-A	ENLARGED DEMOLITION PLAN																												
A-001-B	ENLARGED DEMOLITION PLAN																												
A-101	OVERALL FLOOR PLAN																												
A-101-A	ENLARGED FLOOR PLAN																												
A-101-B	ENLARGED FLOOR PLAN																												
A-102	OVERALL CEILING PLAN																												
A-102-A	ENLARGED CEILING PLAN																												
A-102-B	ENLARGED CEILING PLAN																												
A-103	ROOF PLAN																												
A-104	OVERALL F.F.E. PLAN																												
A-104-A	ENLARGED F.F.E. PLAN																												
A-104-B	ENLARGED F.F.E. PLAN																												
A-200	EXTERIOR RENDERINGS																												
A-201	EXTERIOR ELEVATIONS																												
A-202	INTERIOR ELEVATIONS																												
A-301	SECTIONS																												
A-501	DETAILS																												
A-502	DETAILS																												
A-503	ADA DETAILS																												
A-504	ADA DETAILS																												
A-601	DOOR FINISH SCHEDULE																												
I-101	INTERIOR FINISH PLANS, SCHEDULES & NOTES																												



MSI GENERAL CORPORATION
P.O. BOX. 7
OCONOMOWOC, WI 53066
PHONE: 262-367-3661

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ISSUE DATES:
Proposal:
Bid: 06/21/21
Contract:
State Submittal / Permit:
As-Built:

REVISIONS:
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PROJECT ADDRESS:
PROJECT NAME
BASE
STREET ADDRESS
799 Clarence St.
CITY/ STATE / ZIP
Fort Atkinson, WI 53538

ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

Architect: AMH Engineer: -- Reviewed By: --
Sheet Title:
COVER SHEET
Sheet Number:
G-001
Project Number: P
P12812

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS



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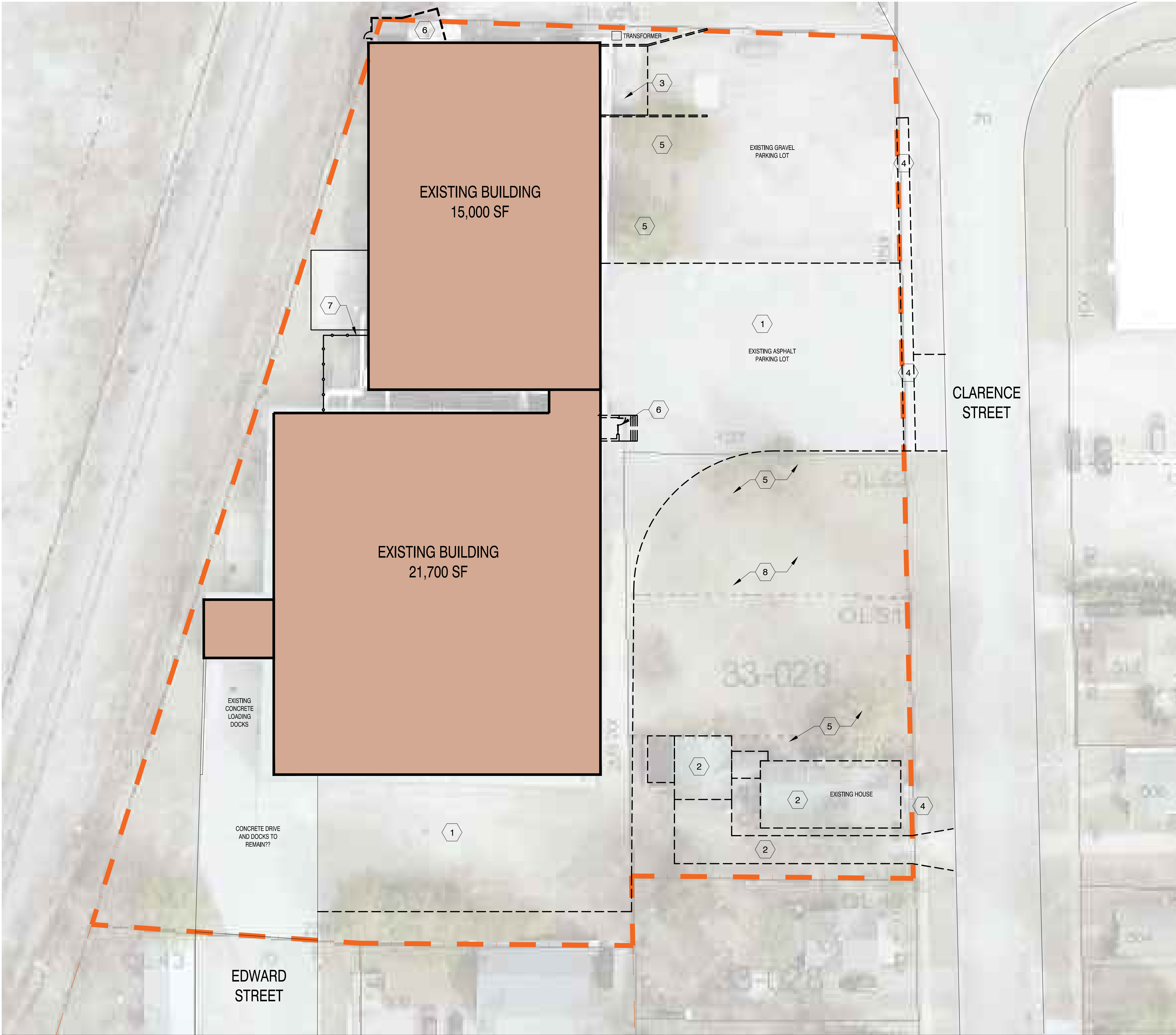
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ENGINEERS

CONTRACTORS

ARCHITECTS





DEMOLITION NOTES

- 1 DEMO EXISTING ASPHALT AND/OR PARKING LOT AND CONCRETE CURBS AS REQUIRED FOR NEW PARKING LOT
- 2 DEMO AND REMOVE EXISTING HOUSE, GARAGE, AND DRIVEWAY
- 3 DEMO AND REMOVE EXISTING CONCRETE LOADING DOCKS AND RETAINING WALLS
- 4 DEMO AND REMOVE EXISTING CONCRETE SIDEWALK
- 5 DEMO AND REMOVE EXISTING TREES AS REQUIRED FOR NEW PARKING LOT
- 6 DEMO AND REMOVE EXISTING SMALL ADDITION ATTACHED TO BUILDING
- 7 DEMO AND REMOVE EXISTING CHAINLINK FENCE
- 8 DEMO AND REMOVE EXISTING TURF AREA AS REQUIRED FOR NEW PARKING LOT



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PROJECT ADDRESS:

PROJECT NAME
BASE
STREET ADDRESS
799 Clarence St.
CITY/ STATE / ZIP
Fort Atkinson, WI 53538

ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

Architect:	Engineer:	Reviewed By:
AMH	--	--
Sheet Title:		
DEMO SITE PLAN		
Sheet Number:		
C-100		
Project Number:		
P12812		



SITE PLAN NOTES

- 1 NEW ASPHALT PARKING LOT
- 2 NEW 4'-0"AFF ALUMINUM FENCE
- 3 NEW CONCRETE CURB
- 4 NEW STRIPED SIDEWALK/CROSSING AREA FROM SIDEWALKT TO ENTRY
- 5 NEW TURF AREA; FUTURE PLAYGROUND BY OWNER TBD
- 6 NEW CONCRETE CURB; REPAIR EXISTING CURBS WHERE POSSIBLE. PROVIDE NEW CURB CUTS AS SHOWN ON THE PLAN.
- 7 NEW CONCRETE SIDEWALK
- 8 NEW CONCRETE PATIO

GENERAL NOTES:
1. RE-SEED ALL TURF AREAS
2. STORM WATER MGMT??



MSI GENERAL CORPORATION
P.O. BOX. 7
OCONOMOWOC, WI 53066
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ISSUE DATES:	
Proposal:	
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Contract:	
State Submittal / Permit:	
As-Built:	

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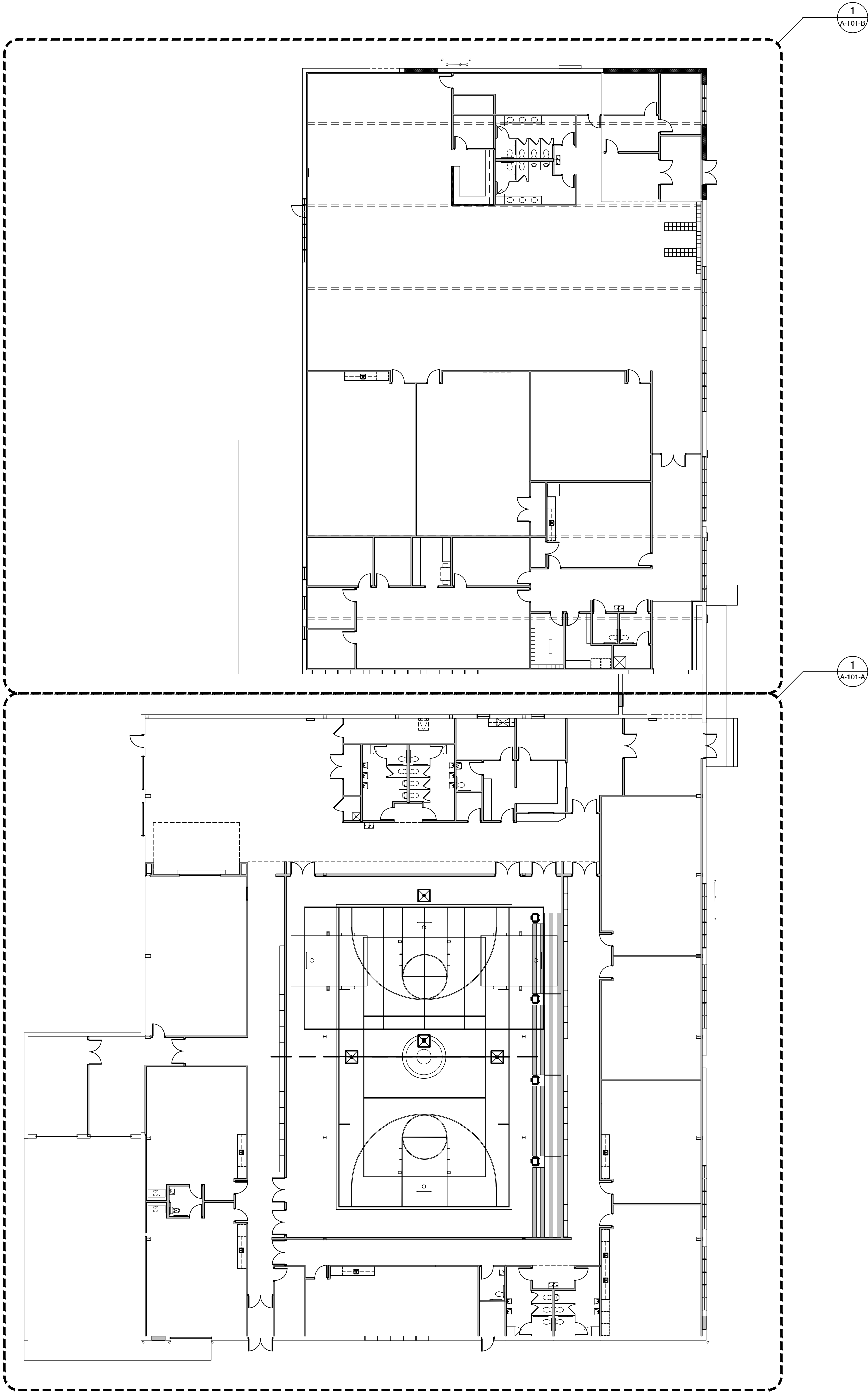
PROJECT ADDRESS:

PROJECT NAME
BASE
STREET ADDRESS
799 Clarence St.
CITY/ STATE / ZIP
Fort Atkinson, WI 53538

ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

Architect: AMH Engineer: -- Reviewed By: --

Sheet Title:
SITE PLAN
Sheet Number:
C-101
Project Number:
P12812



OVERALL FLOOR PLAN 1/16" = 1'-0"



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PROJECT ADDRESS:

PROJECT NAME
BASE
STREET ADDRESS
799 Clarence St.
CITY/ STATE / ZIP
Fort Atkinson, WI 53538

ALL WORK TO BE COMPLETED AS SHOWN, AND IN
ACCORDANCE WITH THE LATEST EDITION OF THE
MSI GENERAL MASTER SPECIFICATION

Architect: AMH Engineer: -- Reviewed By: --

Sheet Title:
OVERALL
FLOOR PLAN
Sheet Number:

A-101

Project Number:

P12812

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS



MSI GENERAL CORPORATION
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PHONE: 262-367-3661

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ISSUE DATES:
Proposal:
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State Submittal / Permit:
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Architect: AMH Engineer: -- Reviewed By: --

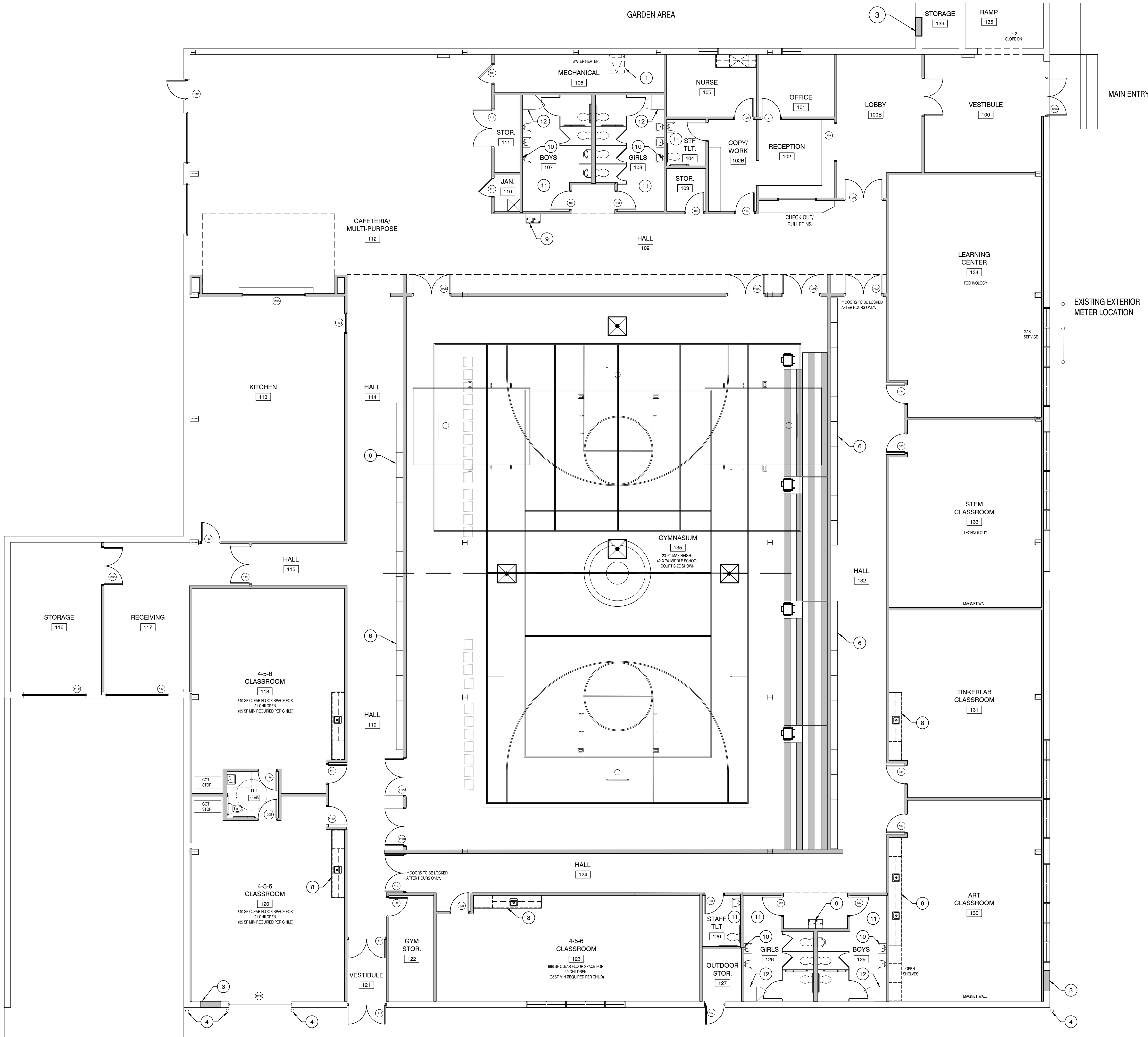
Sheet Title:
ENLARGED FLOOR PLAN
Sheet Number:

A-101-A
Project Number: P
P12812

FLOOR PLAN NOTES

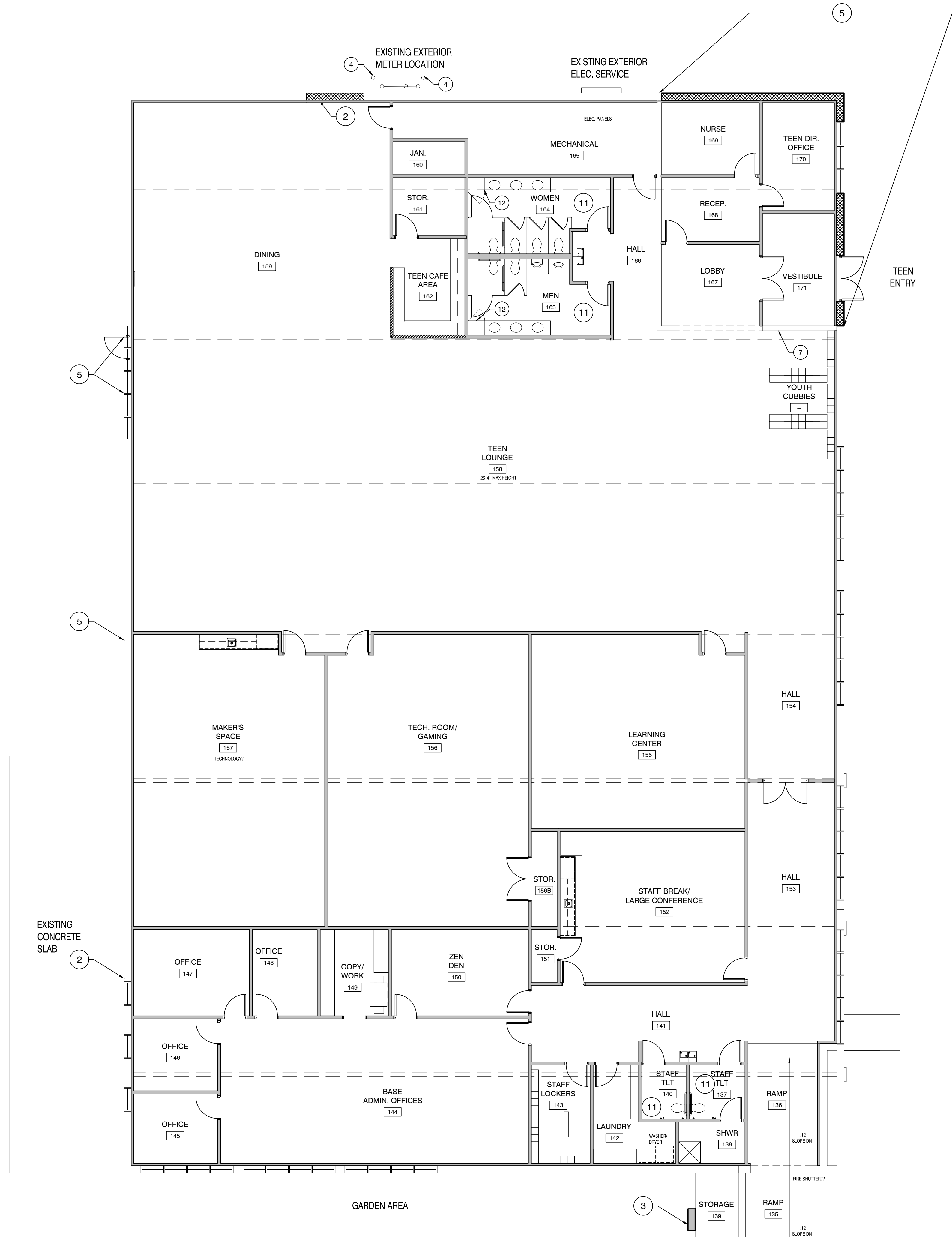
- EXISTING ROOF LADDER TO REMAIN AS-IS.
- INFILL EXISTING OPENING WITH MASONRY. (EXISTING OPENING HAS NO LINTEL OR SUPPORT)
- INFILL EXISTING OPENING METAL SIDING TO MATCH EXISTING.
- PAINT ALL EXISTING BOLLARDS.
- REPAIR EXISTING MASONRY WALL AS REQUIRED FROM DAMAGE
- WOOD SHELF WITH COAT HOOKS BELOW
- WALL-MTD SKATEBOARD RACKS
- PLAM BASE CABINETS WITH LOCKS, PLAM COUNTER WITH S.S. SINK, AND PLAM UPPER CABINETS WITH LOCKS. PROVIDE BLOCKING AS REQUIRED.
- DOUBLE WATER BOTTLE FILLING DRINKING FOUNTAINS
- STANDARD MIRROR WITH SHELF AT EACH SINK. ONE SINK MOUNTED AT LOWER HEIGHT FOR SMALL CHILDREN - 29" AFF MAX. SEE SHEET A-503 FOR DETAILS.
- ACCESSIBLE TOILET ACCESSORIES, SEE A-503 FOR ADDITIONAL DETAILS.
- STORAGE CABINETS WITH UPPER AND LOWER CABINET WITH LOCKS

GENERAL NOTES:
1. PATCH OR REPAIR ALL EXISTING METAL SIDING AS REQUIRED PER DAMAGE OR OPENINGS BEING INFILLED.



ENLARGED FLOOR PLAN

1/8" = 1'-0"



FLOOR PLAN NOTES

- EXISTING ROOF LADDER TO REMAIN AS-IS.
- INFILL EXISTING OPENING WITH MASONRY. (EXISTING OPENING HAS NO LINTEL OR SUPPORT)
- INFILL EXISTING OPENING METAL SIDING TO MATCH EXISTING.
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ENLARGED FLOOR PLAN

1/8" = 1'-0"



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Architect: AMH Engineer: -- Reviewed By: --

Sheet Title:
ENLARGED FLOOR PLAN
Sheet Number:

A-101-B

Project Number: P

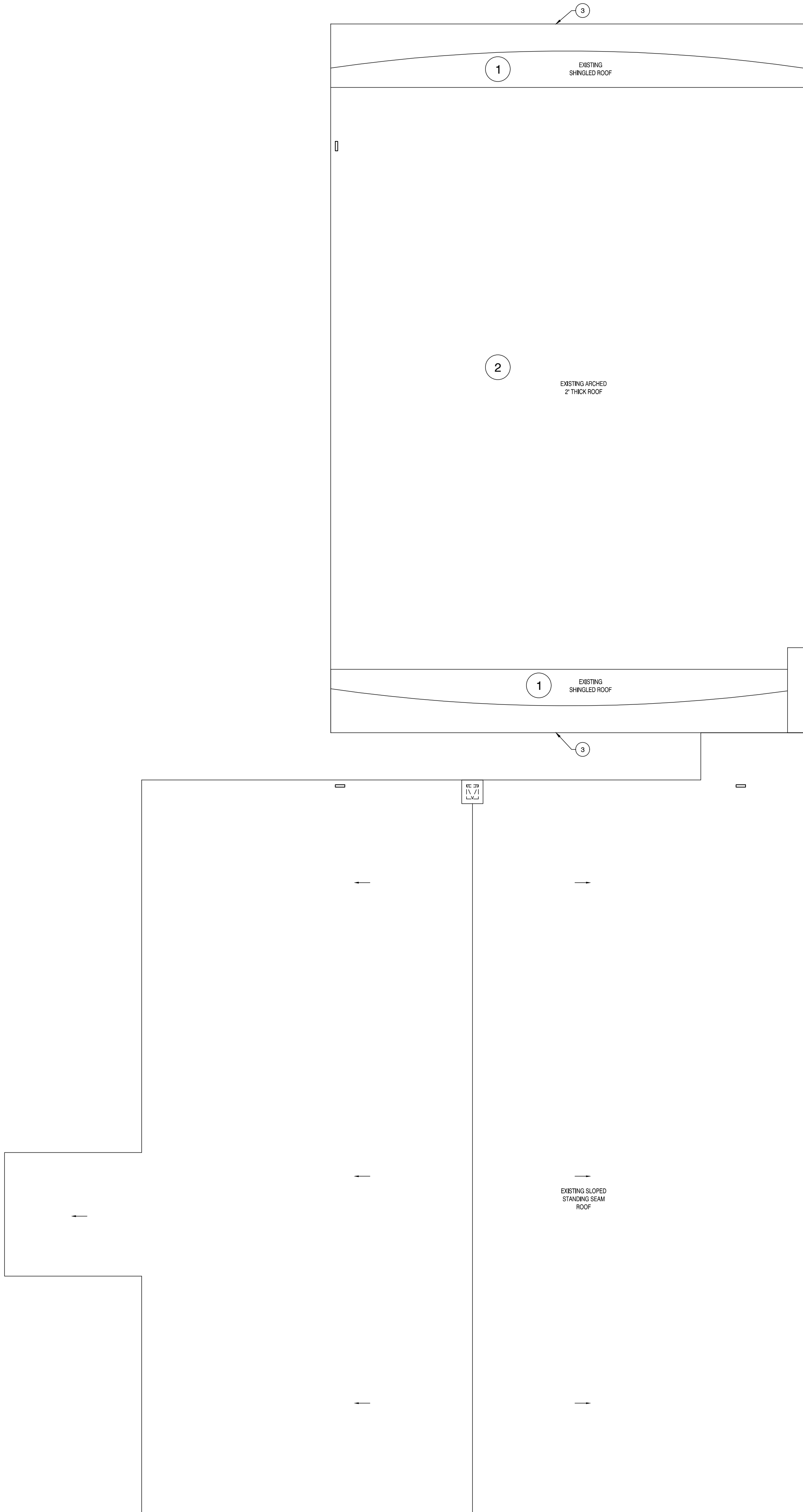
P12812

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS



ROOF PLAN NOTES

- 1 ALTERNATE:
RE-SHINGLE ENDS OF ROOF WITH
ASPHALT SHINGLES
- 2 REPAIR ALL EXISTING ROOF
PENETRATIONS AFTER HVAC
EQUIPMENT HAS BEEN REMOVED
AS REQUIRED.
- 3 NEW GUTTERS AND
DOWNSPOUTS.



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Architect: AMH Engineer: -- Reviewed By: --

Sheet Title:
OVERALL
ROOF PLAN

Sheet Number:

A-103

Project Number:

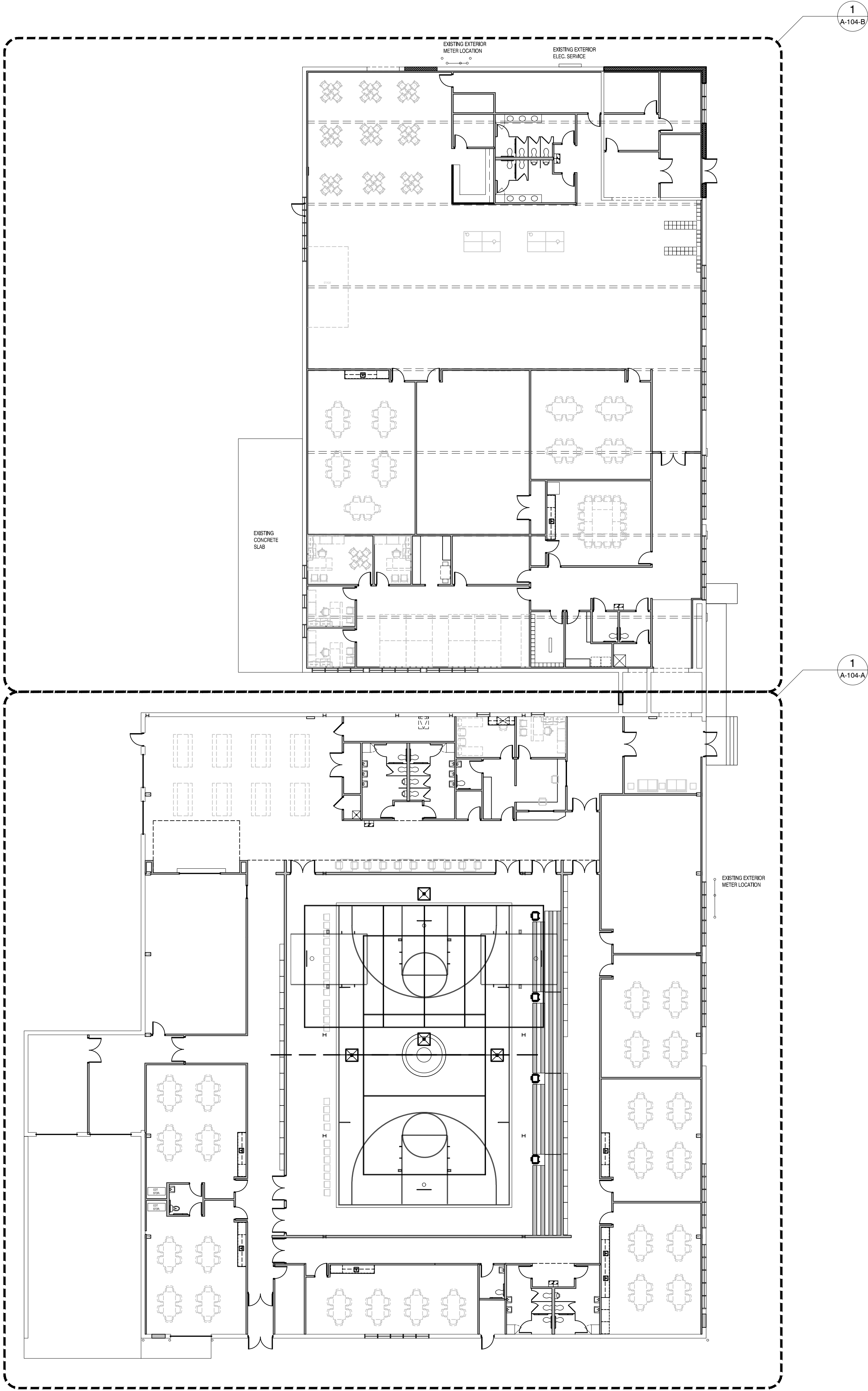
P12812

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS



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A-104-B

1
A-104-A

OVERALL F.F.E. PLAN 1/16" = 1'-0"



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Architect: AMH Engineer: -- Reviewed By: --

Sheet Title:
OVERALL
F.F.E. PLAN
Sheet Number:

A-104
Project Number: P

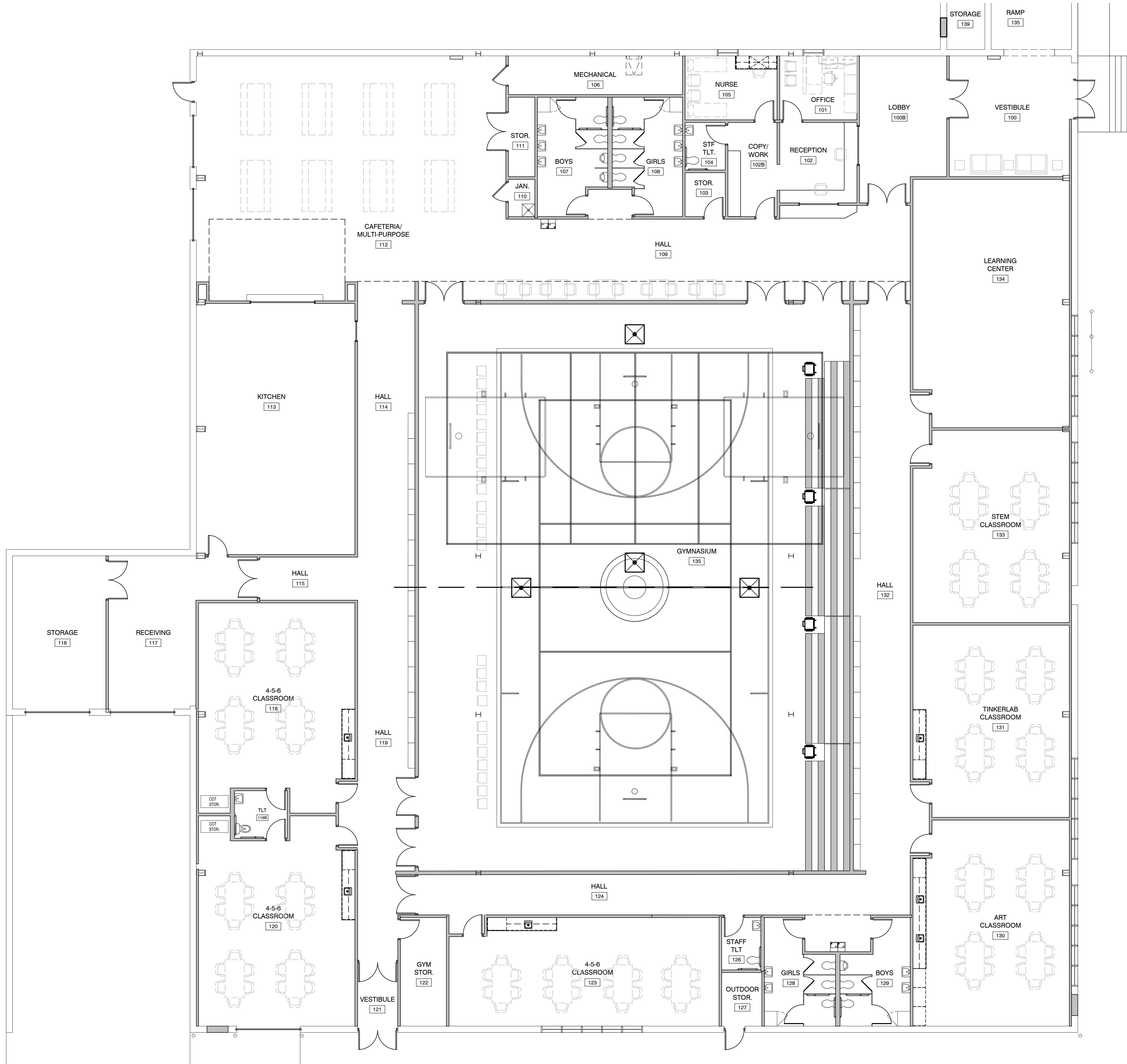
P12812

MANAGERS

ENGINEERS

CONTRACTORS

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F.F.E. PLAN NOTES

ENLARGED F.F.E. PLAN

1/8"= 1'-0"



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ENLARGED
F.F.E. PLAN
Sheet Number:

A-104-A

Project Number: P

P12812

MANAGERS

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F.F.E. PLAN NOTES

ENLARGED F.F.E. PLAN

1/8"= 1'-0"



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ENLARGED
F.F.E. PLAN
Sheet Number:

A-104-B

Project Number: P

P12812

MANAGERS

ENGINEERS

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Architect: Engineer: Reviewed By:

AMH -- --

Sheet Title:

EXTERIOR RENDERINGS

Sheet Number:

A-200

Project Number:

P12812

EXTERIOR RENDERINGS

N.T.S.

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS



EXTERIOR RENDERINGS

N.T.S.



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Architect: Engineer: Reviewed By:

AMH -- --

Sheet Title:

EXTERIOR RENDERINGS

Sheet Number:

A-200

Project Number:

P12812

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS

Location Map - BASE Project



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



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

MEMORANDUM

DATE: August 17, 2021

TO: Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Final reading of an Ordinance to create Section 58-76(d) of the City of Fort Atkinson Municipal Code relating to alcohol prohibition of streets, sidewalks, and public rights-of-way

BACKGROUND

Currently, the City of Fort Atkinson is among very few communities in the state of Wisconsin that allow people to possess and consume alcohol on public streets, sidewalks, and public rights-of-way. Clerk/Treasurer/Finance Director Ebbert asked other municipal Clerks if their municipalities allow the possession of open alcohol on streets, sidewalks, and public rights-of-way. Table 1 on page 2 outlines results of the survey.

There were 54 community representatives who responded to the survey question. The vast majority (92%) do not allow possession of open alcohol in their communities. The communities surveyed that do allow open alcohol include Plum Lake (Town), Eagle River (City), Delafield (City), and Fort Atkinson (City).

Table 1: Wisconsin Municipal Clerks Survey Question							
Does your municipality allow open intoxicants on public streets and sidewalks?							
T/V/C	Population	YES	NO	T/V/C	Population	YES	NO
Bay City	475		NO	Saukville	4,442		NO
Plum Lake	500	YES		Summit	4,713		NO
Wausaukee	565		NO	Mayville	4,895		NO
Washington	717		NO	West Salem	5,045		NO
Cambria	767		NO	Geneva	5,085		NO
Footville	810		NO	Slinger	5,389		NO
Blanchardville	826		NO	Lake Mills	5,895		NO
Arlington	833		NO	Fox Point	6,826		NO
Coon Valley	889		NO	Delafield	7,457	YES	
Dickeyville	1,061		NO	Altoona	7,625		NO
Athens	1,116		NO	Antigo	7,780		NO
Theresa	1,254		NO	Monona	7,920		NO
Black Creek	1,299		NO	Jefferson	7,991		NO
Shullsburg	1,327		NO	Ashland	8,026		NO
Spring Valley	1,362		NO	Mukwonago	8,035		NO
Eagle River	1,626	YES		Elkhorn	9,925		NO
Campbellsport	1,845		NO	Portage	10,132		NO
Osceola	2,511		NO	Baraboo	12,138		NO
Luxemburg	2,561		NO	Platteville	12,264		NO
Oconto Falls	2,812		NO	Fort Atkinson	12,395	YES	
Algoma	3,059		NO	Verona	13,004		NO
Wrightstown	3,086		NO	Hudson	13,795		NO
Barron	3,407		NO	Chippewa Falls	14,405		NO
Merton	3,672		NO	Whitewater	14,722		NO
Lancaster	3,868		NO	Oconomowoc	16,847		NO
Mosinee	4,033		NO	Watertown	23,633		NO
Kewaskum	4,187		NO	Wauwatosa	47,971		NO

DISCUSSION

Chief Bump approached me in March with a request to review a series of ordinances relating to alcohol possession and consumption. His experience, along with the experiences of the Police Officers on the street, pointed to the need for additional tools to reduce the nuisance and sometimes dangerous behaviors associated with overconsumption of alcohol. Such behaviors include disorderly subjects, public intoxication, loud noise complaints, public urination, littering, property damage, and fighting.

There were four ordinances proposed to effectively deal with these types of issues. Three of the ordinances were approved by the City Council and are now municipal law: 1) prohibition of alcohol possession in parks after hours; 2) requirement for license-holders to prohibit patrons leaving Class B licensed establishments with open alcohol; and 3) prohibition of

urination and defecation outside of designated rest rooms.

The fourth proposed ordinance, the prohibition of possession of open containers of alcohol on streets, sidewalks, and public rights-of-way, was reviewed at the Ordinance Committee meeting on May 18, 2021 and received a positive recommendation from the Committee to the City Council. The City Council reviewed the ordinance at meetings on June 1st, June 15th, and July 6th. At the July 6th meeting, the Council tabled the item. The Ordinance Committee reviewed the ordinance again at the meeting on August 3rd and recommended that the matter go back to the Council on August 17th for definitive action.

The proposed ordinance is attached. The portion that is highlighted in yellow is the proposed addition to the existing ordinance.

Staff continues to support the ordinance amendment as proposed for the following reasons:

1. There are very few communities that allow open consumption. The City may attract negative attention and negative tourism due to the ability to walk around in public with open alcohol.
2. When/if open consumption is permitted through approved events, care can be taken to ensure that plastic cups or cans are used, limiting the opportunity for broken glass on streets, sidewalks, and the Riverwalk. Likewise, the City can require an appropriate number of bathrooms based on the expected crowd.
3. City staff has received complaints from business owners downtown and along the Riverwalk about nuisance behaviors relating to litter, public urination, loitering, property damage, and fighting. One of the root causes of these behaviors is alcohol consumption. Prohibiting open consumption on streets and sidewalks will not necessarily eliminate these behaviors, but it may reduce it.
4. Class B license holders are responsible for ensuring their patrons are not overserved to the point of intoxication. In some instances, Class B license holders may even be held responsible for patrons who drive after becoming intoxicated at a licensed establishment. There is no such responsibility for any person who over-consumes on a street or sidewalk.
5. Class B license holders pay for the privilege to sell alcoholic beverages. Those licenses are less valuable if a patron can simply walk outside and drink their own alcohol on the street or sidewalk.
6. Prohibiting the consumption of alcohol may increase the overall perception of safety for individuals and families within the community in general and on the Riverwalk.

FINANCIAL ANALYSIS

This ordinance change is not expected to impact the City financially.

RECOMMENDATION

Staff recommends that the City Council perform a final reading of this ordinance creating Section 58-76(d) of the City of Fort Atkinson Municipal Code relating to the prohibition of alcohol on streets, sidewalks, and public rights-of-way and adopt the ordinance.

If the City Council chooses not to adopt this ordinance, no action is necessary.

ATTACHMENT

Ord. No. Public Intox – Highlighted; July 30, 2021 Letter from Dwight Foster Public Library 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.

Chris Scherer, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



7/30/2021

To: Fort Atkinson Ordinance Committee

Regarding: Potential Section 58-76(d) of the City of Fort Atkinson municipal code relating to alcohol prohibitions on streets and sidewalks.

I am writing in SUPPORT of the potential municipal ordinance 58-76(d). Serving as the library director in Fort Atkinson for nearly four years I have encountered the effects of not having such an ordinance many times in my role. I walk the grounds of the library (inside and out) on a daily basis to check on the well-being of the space, but specifically to look for both open and closed alcohol containers. It is a common occurrence to find containers in the grass alongside the sidewalk, sitting next to the benches on the grounds, by the front door, or tucked away in the bushes around the building. Myself and the staff, pride ourselves on fostering a comfortable and safe space for our community members in and around Fort Atkinson. This is made more difficult, particularly as a public building, when individuals who have been either drinking outside the building, in the nearby business parking lot, or on the river walk decide to walk into the building intoxicated.

Of the many instances, two come to mind that illustrate that continuing without such an ordinance brings about un-foreseen consequences that simply do not warrant allowing for open intoxicants. In 2019, the Fort Atkinson Police Department were exceptionally responsive to help remove an individual from the library building who had been drinking outside the building and in the nearby business parking lot. This individual was intoxicated and refused to leave the Teen Library within the building (this is a violation of library policy). This was at a time shortly after school when 30+ middle school aged children were in the room. This was a very difficult situation to manage to ensure that these children remained safe. Another odd instance in April 2020, was a couple with open intoxicants outside the building requesting masks (when masks were in short supply) during the early days of the Covid pandemic. We happily gave them free masks, but the oddity of the exchange came as they stood on the side walk drinking while a family was being interviewed and filmed regarding the Storywalk that had been put outside the building. Part of this video was used by the Wisconsin Library Association to share with state legislators facts about the different types of services that libraries were providing during the early days of Covid. Thankfully, the couple was not in the background of the filming but it did remind me of how open intoxicants can be seen around the library building.

I would strongly encourage the Fort Atkinson Ordinance Committee to consider creating 58-76(d) as I think it helps to prevent a variety of obvious issues related to individuals in and around the downtown area who may be

drinking throughout the day. I also believe it would address unforeseen issues like the two I listed above. I hope you consider that without this ordinance it makes it more challenging for the Police Department and even the Dwight Foster Public Library staff to deal with the issues that result in not having this type of ordinance. Without this ordinance, issues that go beyond having a beer while fishing along the river or having a glass of wine while walking in your neighborhood are fostered to land at our doorsteps.

Sincerely,

Eric Robinson
Library Director
Dwight Foster Public Library
209 Merchants Ave.
Fort Atkinson, WI 53538
(920) 563-7790
fortlibrary.org



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

MEMORANDUM

DATE: August 17, 2021

TO: Fort Atkinson City Council

FROM: Daryl Rausch, Fire Chief

RE: Review and possible action relating to Fire Station Change Order #8

BACKGROUND

Please review the attached change order request from Keller. As noted a number of these changes are related to construction changes in the hose drying tower.

The primary issues are related to the need for better ventilation in the hose tower. This change (\$8,221.00) is not unexpected since we had initially planned for this feature but the building engineer thought the dehumidifiers would offset the need. Once we began using the tower due to so many large fires this year, the ventilation was deemed insufficient.

DISCUSSION

These changes are somewhat expected and will make the building more functional and efficient. We have critically reviewed all requests with an eye towards controlling and minimizing costs but we feel that these change orders are needed and are reasonable

FINANCIAL ANALYSIS

These change orders are funded through our remaining contingency fund and by using sales tax rebates currently being held by Keller (\$5,255.75) and does require an additional unbudgeted expenditure of \$2,965.28.

RECOMMENDATION

Our project team recommends approval of the attached Keller Contract Change Order #8

ATTACHMENTS

Keller Change Order 8 Memo 1



Keller
Planners | Architects | Builders

Offices in Fox Cities, Madison,
Milwaukee & Wausau

ADDRESS N216 State Road 55
P.O. Box 620
Kaukauna, WI 54130-0620
PHONE 920•766•5795
1•800•236•2534
FAX 920•766•5004
WEB SITE www.kellerbuilds.com

FOR OFFICE USE

Job No.: 68055
Cust. No.: 7064
Project Mgr.: Devin Flanigan
Page: 1 of 1

CONTRACT CHANGE ORDER

Owner: City of Fort Atkinson

Matt Trebatoski

101 N. Main Street

Fort Atkinson, WI 53538

Date 8/10/2021

Original Contract \$5,428,438.14

Current Contract Value \$5,427,295.14

Change Order Number #8

Amount This Change Order \$2,965.28

Project: City of Fort Atkinson – Fire Station

New Total With All Changes \$5,430,260.42

WE HEREBY AGREE TO MAKE THE FOLLOWING CHANGES AS DESCRIBED BELOW:

PRICE

Hose tower exhaust: \$3,611.00
HVAC test balance and adjustment: \$1,200.00
Electrical for exhaust with timer control: \$2,410.00
Masonry cutting: \$1,000.00
Subtotal: \$8,221.00
Coordination/Supervision/Administration 10%: \$0.00

Total Change Order #8:

\$8,221.00

Original Contingency: \$143,000.00
Less: Amount Deducted for Change Order #3: <\$78,681.60>
Less: Amount Deducted for Change Order #4: <\$15,604.60>
Less: Amount Deducted for Change Order #6: <\$33,367.58>
Less: Amount Deducted for Change Order #7: <\$10,090.50>
Less: Amount Deducted for Change Order #8: <\$5,255.72>

Remaining Contingency: \$0.00

Add to Contract: \$2,965.28

TERMS AND CONDITIONS OF ORIGINAL CONTRACT APPLY TO ALL CHANGES MADE

TOTAL ADD:

\$2,965.28

ACCEPTANCE:

PAYMENT:

Owner

Date

Devin Flanigan
Keller, Inc. Representative

8/10/2021

Date

Keller, Inc. Approval

Date

****PLEASE SIGN AND RETURN ONE COPY, THANK YOU****



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

MEMORANDUM

DATE: August 17, 2021

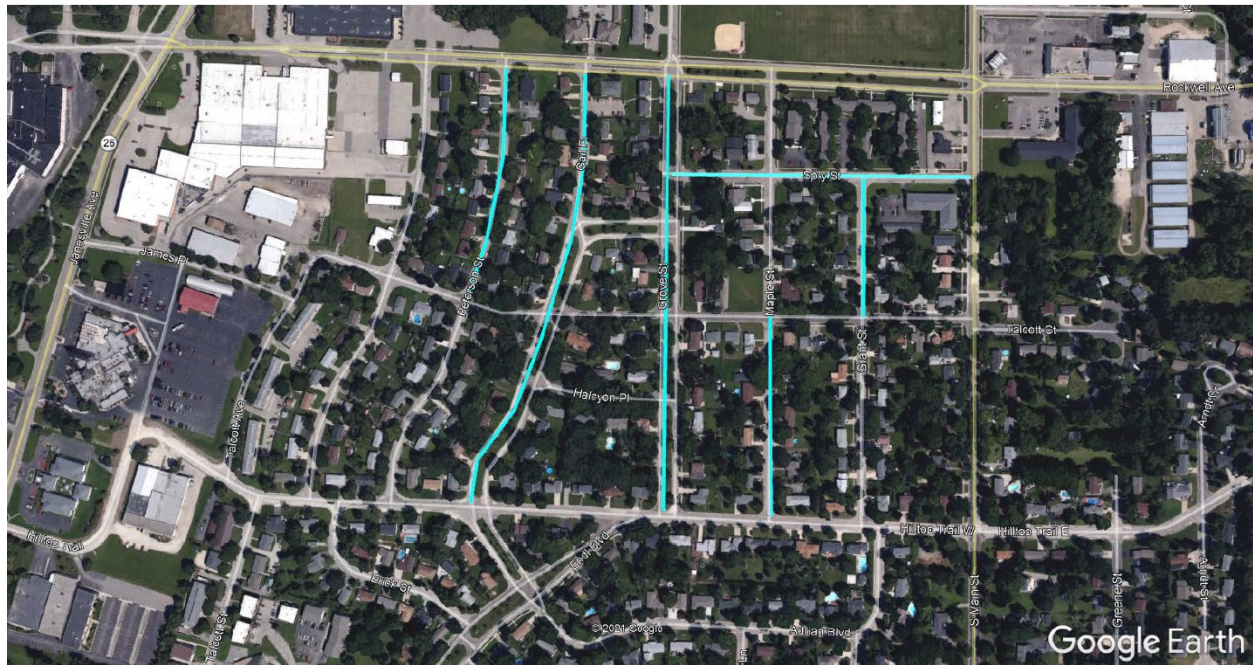
TO: Fort Atkinson City Council

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

RE: Review and possible action relating to requested proposals for design services for Water Main Replacement - 2022

BACKGROUND

The City was awarded a CDBG-Close grants to replace water main in an area just south of Rockwell Avenue. A total of 6,000 feet, or just over a mile of main will be replaced. The project will also replace the road surface above.



DISCUSSION

A total of five firms responded to the RFP. All firms are qualified to perform the work, and had a strong team assembled. The project is straightforward, requiring little in the way of critical thinking or complex solutions that can often differentiate proposals. In these scenarios the cost of services is generally the differentiator. Two firms were well below the other three in their cost proposal, SEH and Ruekert-Mielke. SEH has been awarded a number of contracts from the City for right of way design as well as the recent Land Division Ordinance.

FINANCIAL ANALYSIS

The grant award will pay for the design expenses as well as funds from the street budget and water budget for their respective aspects of the project.

I asked all consultants to add the geotechnical investigation separately to their proposal, as the extent of the investigation would be unknown until the preliminary design stage. This will be firmed up with the selected consultant and added to the contract. The range for this work in the five proposals was \$2500-\$5500.

RECOMMENDATION

Staff recommends the City enter into a contract with Ruekert-Mielke. As noted in the review, additional scope for Bid Period services will need to be added. I expect this to add an additional \$2,000 to the contract amount. I would request council approve a contract with Ruekert-Mielke in an amount not to exceed \$56,230 (Base Fee \$48830 + Geotech \$5400 + Bid Services \$2000).

ATTACHMENTS

Ruekert-Mielke Proposal; Selection Matrix

CITY OF **FORT ATKINSON**



Roadway Rehabilitation and Water Main Relay
July 20, 2021

July 20, 2021

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

Re: RFP for Roadway Rehabilitation and Water Main Relay
Partner with R/M for a Project Delivered on Time, on Budget, and Done Right!

Dear Mr. Selle:

Congratulations on being awarded a CDBG-CLOSE grant! This provides a tremendous opportunity for the City of Fort Atkinson to address local needs of low-and moderate-income residents while simultaneously addressing a chronic issue with aging infrastructure. Teaming with an experienced Engineering firm will ensure a cost-effective project design that considers timelines as well as City interests.

Ruekert & Mielke, Inc. (R/M) is just the firm the City needs to partner with on this project. For the past 75 years our firm has had extensive experience with urban utility and road reconstruction projects. This experience has enabled us to consistently produce effective and efficient project designs that comprehensively address the complexities of urban street and utility replacement. Our team of experts is prepared to work closely with City staff to ensure the successful completion of this project.

We look forward to working with you and your staff on this project and would be pleased to discuss our proposal with you further.

Sincerely,
RUEKERT & MIELKE, INC.



Andrew W. Burt, P.E., LEED Green Assoc, ENV SP
Senior Project Manager
aburt@ruekert-mielke.com

FIRM INFORMATION

OUR ROLE AS YOUR ENGINEER

Ruekert & Mielke, Inc. established its roots in 1946. Since then, we have become a local leader by helping municipalities achieve balance with fiscal responsibilities, infrastructure to support daily life and the extras that make a community a desirable place to live. Our goal is to create long-term client relationships through personalized service and tailored solutions that save your community both time and money.

We offer:

- Municipal Engineering
- Construction Review and Survey
- Asset Management
- SCADA
- Environmental Services
- Financial Services
- Water and Wastewater
- GIS

Plus multiple other specialty services to complete your team.



Dedication, energy, and a tested approach has gone hand-in-hand with our ability to deliver your projects on-time and on-budget. Teamwork is what we're about in and outside of the office. It's because we firmly believe in working with you and not just for you.



For more than 75 years, our reputation has continued to grow. Our offices are within driving distance of our clients and we take pride in the personal attention we can offer since our employees live, work, and play in local communities.

This collaborative thinking is what helps us give you the best results through the right specialists and team leaders.

TABLE OF CONTENTS:

2	Cover Letter	6	Examples of Work
3	Firm Information	7	Scope of Work
4	Approach to Work	10	Fees
5	Project Team	11	Schedule

APPROACH TO WORK

The R/M team clearly understands the project goals and expectations. We carefully developed an approach and schedule that will ensure a long-term successful project for the City of Fort Atkinson. Our understanding has come through discussions with Mr. Andy Selle, a thorough site visit by project team, review of the CDBG application, and review of the City's GIS data.

From day one we will emphasize and practice consistent communication with City staff. By partnering with the City, we work more closely with staff to coordinate services, identify and address issues as they arise during all phases of the project, maintain efficiency to keep the project on schedule, and introduce cost savings by listening carefully and addressing the concerns of staff in the bidding documents.

We understand the City's desire to replace the spun cast-iron water main in project area. This material has a long history of failure due to its poor strength and susceptibility to corrosion. Because of the high potential for failure during excavation, we propose to install the new water main on the opposite side of the sanitary from the existing water main. Our team believes this approach has numerous benefits including: (1) reduced likelihood of system failure and emergency outages; (2) lower bid unit prices as compared to a relay near the existing main; and (3) reduced impacts to residents.

The roadway rehabilitation will be an equally important aspect of design. R/M understands that a well-designed pavement will last well into the future. Our mantra has always been that a project needs to be done right the first time. For reconstruction of old roadways, this means determining the existing pavement profile from surface to subgrade and beyond. We coordinated with CGC, Inc. to develop a soil boring plan to establish representative pavement sections and recommendations for a cost-effective pavement design. The borings will help to quantify areas that will require sub-base improvements such as excavation below subgrade (EBS) and/or geogrid reinforcement.

Our team plans to evaluate the curb conditions, pavement geometry, existing cross-sections, curb ramps, and water main configuration. We feel

strongly that it would not be right to simply reconstruct what is present when certain improvements, sometimes minor, can be made that would improve safety, functionality, and resiliency. Examples include adjustment of pavement widths, intersection radii, pavement profile, and pavement cross slopes. R/M will review the existing water main configuration and collaborate with City staff to design a system that effectively places and valves and hydrants at locations to optimize isolation and protection all while improving accessibility for fire protection. From our discussions with Mr. Selle, we understand that the sanitary sewer will either be televised by the City or added to the selected engineer's contract. R/M has extensive sanitary sewer rehabilitation/replacement experience if this work is necessary.

Conveyance of storm water is not a major concern for the project area. We did not observe obvious problem areas during our site visit, and we noted the recent storm sewer improvements along Rockwell Avenue. Our team will look for opportunities to change road cross section, introduce reject curbs, or other design changes to improve storm water conveyance.

Our team does understand the issues related to groundwater. However, we noted numerous sump pipes that discharge directly to the street and Mr. Selle confirmed that these present a hazard during the winter months. Our team will develop and present alternative solutions to City staff for evaluation but anticipate a manifold type solution will be best suited. Our soil boring plan calls for deeper borings in the areas south of Rockwell Avenue to help with this evaluation as well as gauge the need for trench dewatering during water main installation. Unambiguous bid documents lead to tighter and more competitive bids, which is what this team strives for in all our projects.

Many engineers could provide the City with a design, but what separates R/M from the rest is (1) our attention to details; (2) our regular communication which includes listening to the client; and (3) years of experience with the same type of work proposed. By holding paramount these things, we will deliver a project that exceeds your expectations.



ANDREW W. BURT, P.E.,

LEED GREEN ASSOC., ENV SP
SENIOR PROJECT MANAGER

Andy Burt will serve as the Project Manager and point of contact for City staff. He will also serve as the Lead Technical Expert responsible for evaluating existing conditions and developing design alternatives and recommendations for the roadway and water main improvements. His attention to detail, extensive relevant experience, and project management skills will ensure that this project is delivered on time, on budget, and done right.

CONTACT

608.819.2600
aburt@ruekert-mielke.com
Madison

EDUCATION

- B.S., Civil Engineering – University of Wisconsin, Platteville

REGISTRATIONS & AFFILIATIONS

- Professional Engineer – WI, IL
- LEED Green Associate
- Envision Sustainability Professional (ENV SP)
- American Society of Civil Engineers
- American Council of Engineering Companies
-State Facilities Committee

Experience

Road Reconstruction Design and Construction Management

Andy has primarily worked on municipal infrastructure projects for nearly 25 years. His career has included extensive design of new and reconstruction of existing local streets and collector streets. Roadway design has included planning, grant funding, survey, public information meetings, sanitary sewer collection, water main distribution, storm sewer, and storm water management facilities. Andy also has extensive construction administration phase experience that has included bidding, permit/approval applications, recommendation and award of projects, contracting, preconstruction meetings, submittal review, review and recommendation of pay requests, change orders, request for information (RFI), construction staking coordination, construction observation, and project closeout including record document preparation.



BRIAN E. TOCZYSKI

PROJECT ENGINEER

Brian Toczyski will serve as Project Engineer and will assist with design of the roadway and water main improvements. He will also be responsible for coordination with survey and geotech, preparation of construction cost estimates, and preparation of specifications. Brian's excellent communication skills and experience with design and construction of street and utility projects will be invaluable for this project.

CONTACT

608.819.2600
btoczyski@ruekert-mielke.com
Madison

EDUCATION

- B.S. - Civil Engineering - Bradley University, IL

Experience

North/South Perry Parkway Connection Oregon, WI

Approximately 1500 ft of new Village roadway designed over a creek through a wetland area to match existing grades at both ends. Project also included reconstruction of existing roadway to upgrade from a rural section to standard urban section; over 3,600 cubic yards of EBS; 1,400 linear feet of 12" water main including a bore under the creek; 1,200 linear feet of storm sewer; and a 230 foot long concrete box culvert (6'x12'). This project was challenging due to the presence of wetlands, poor soils, large rain events, and high water table. Brian's responsibilities were survey/utility coordination, design, relocation of a school district fiber, construction oversight, pay requests, and coordination with the client/contractor for a successful completion.

Lincoln Road Reconstruction and Watermain Extension Oregon WI

Approximately 9000 ft new Village roadway set for pulverizing and new surface. Roadway cross section was widened and project included 1500 ft of watermain extension. Metal culvert extensions and replacements under the road were necessary due to failure. Brian's responsibilities were through design, pay requests, coordination with the client/contractor for inspection and completion of project.

EXAMPLES OF WORK

HIBBARD AND TURNER STREET RECONSTRUCTION CITY OF COLUMBUS, WI

Owner Representative:

Kyle Ellefson
City Administrator
920.623.5900
cityadministrator@columbuswi.us

E. SCHOOL AND S. WATER STREET AND UTILITY IMPROVEMENTS CITY OF COLUMBUS, WI

Owner Representative:

Kyle Ellefson
City Administrator
920.623.5900
cityadministrator@columbuswi.us

These two work examples are located on Microsoft OneDrive. [Click here](#) to access the files.

SCOPE OF WORK

Ruekert & Mielke, Inc. (R/M) carefully developed the project scope below based on our thorough site visit, discussions with City staff, and review of other available information such as the City's GIS data. Our scope also includes lessons learned from many years of successfully delivering similar projects.

We understand that things change. Our team is prepared to pivot as necessary during any point of the design process. However, this process has been developed and refined over many years of working on similar projects.

PROJECT SCOPE

- Conduct project kick-off meeting with City staff and exchange of available background information.
- Conduct a site visit with City staff to review project site conditions such as curb condition, known pavement and/or drainage concerns, and water main issues. We will also review existing curb ramps and the need to bring into compliance with ADA. There is at least one sidewalk (Spry St.) that does not have a ramp.
- Conduct field survey to gather all underground utility locations in the project site along with topographic information of roadways.
 - Our field staff has carefully evaluated the project site conditions and we are proposing a combined effort of both drone survey as well as traditional boots on the ground survey. While the drone can capture a tremendous amount of data in a short time, we recognized the need for traditional survey due to the tree cover. We believe this approach will be the most efficient yet provide the most comprehensive data for design. See below for more information on our Advanced Survey Method and detailed scope related to survey.
- Conduct buried utility measure-downs as necessary to accurately develop vertical profiles.
 - To reduce the ambiguity, we mentioned earlier it is important to show the location of potential underground conflicts. The City's GIS includes the depth attribute for many manholes, but we have included time in our proposal to validate information. See below for more information on the technology R/M GIS staff has developed to improve the measure-down process.
- If the City is interested, R/M can also offer laser scanning of utility structures. This portable device will provide efficient scans with high-resolution imagery and the attribute data can be transitioned into a GIS system for easy access. See below for more information on laser scanning.
- Compile all survey data, create base mapping, and prepare a surface model for design.
- Design water main to meet City and State standards as well as improve the reliability and flexibility of the distribution system.
- Design proposed roadway profiles and create typical proposed street cross sections.
 - Our team understands each roadway is unique, so we propose to evaluate each for opportunities to cost-effectively improve safety, functionality, and resiliency.
- Coordinate and perform geotechnical borings.
 - We have collaborated with CGC, Inc. as the geotechnical engineers to develop a boring plan for this project. They have extensive experience in Jefferson County including in the City of Fort Atkinson. Our proposed approach includes a total of 11 borings to 5-feet and 3 borings to 10-feet depth. The number and location of borings will provide a good representation of the existing road cross section. The deeper borings were selected to aid in our evaluation of elevated groundwater conditions near Rockwell Avenue. We anticipate reviewing the boring plan with City staff and adjusting as necessary.



- Complete pavement design for each road segment based on geotechnical borings.
- Prepare proposed intersection design details.
- Prepare proposed design of manifold system to intercept sump pump pipes discharging to roadway.
- Prepare project overview, erosion control, general notes, and standard detail sheets for the project.
- Provide preliminary drawings to utility companies for review.
- Prepare bid documents and standard specifications.
- Generate bid items, calculate proposed quantities, and prepare opinion of probable construction cost.
- Conduct a design review meeting with City staff after preliminary and 90% design completion.
- Update preliminary and 90% plans and specifications based on City staff comments. Participate in PIM/Public Hearing.
- Prepare and submit application to WDNR for approval of water main improvements.
- Provide one full size and three reduced size hardcopy plan sets, and one digital (pdf) copy of final plans and specifications to the City's Engineering Department.

ADVANCED SURVEY METHODS

Unmanned Aircraft System (UAS) technology gives R/M the capability to survey large and/or complex sites in nearly real time, capturing highly detailed survey data more efficiently than traditional ground survey methods.

R/M's UAS platforms, equipped with precision GPS receivers and state-of-the-art mapping sensors, will be used to map the site, and produce a high-resolution, survey-grade aerial orthophoto. A digital terrain model (DTM) will also be produced to supplement ground survey data, increasing both the efficiency and quality of the final survey.

SURVEY PROJECT SCOPE

The mapping work will be completed via photogrammetric methods with data collected from a survey-grade quadcopter UAS platform. Temporary ground control points surveyed via terrestrial methods will be used to ensure consistent and accurate data is produced, and additional validation points will be used for QA/QC of the computed orthophoto/model per the National Standard for Spatial Data Accuracy

(NSSDA) criteria, as required.

Data collected from the UAS will be processed and delivered as a high-resolution (approximately 0.25-inch/pixel) orthophoto of the project area. Topographic data will be delivered as a one-foot contour surface of the ground surface. The data will be delivered electronically for use in CAD and GIS platforms.

Expected accuracy of the data is approximately 0.1 feet horizontally and 0.15 feet vertically over non-vegetated areas (hard/paved surfaces, low mowed grass, etc.). Vegetated areas will typically yield lower vertical accuracy depending on the height and density of the vegetation, and underwater terrain will not be mapped.

INVENTORY MANAGEMENT (GIS APP)

R/M has developed a proprietary Sewer Inventory Management app which can be customized based on the specific scope of the project to facilitate efficient collection, management, and storage of sewer inventory data. This app stores field-collected data, tracks and communicates progress of scanning/inventory efforts as well as manhole condition (located, scanned, needs cleaning/stuck lid, addressed by City, etc.) in real time. It can be formatted such that there is a seamless transition of data into the City's GIS once the project is complete. Finally, all data stored in this app would be available to the City throughout the survey process via an online GIS portal prior. See Figure 1 below for a project status screen shot.

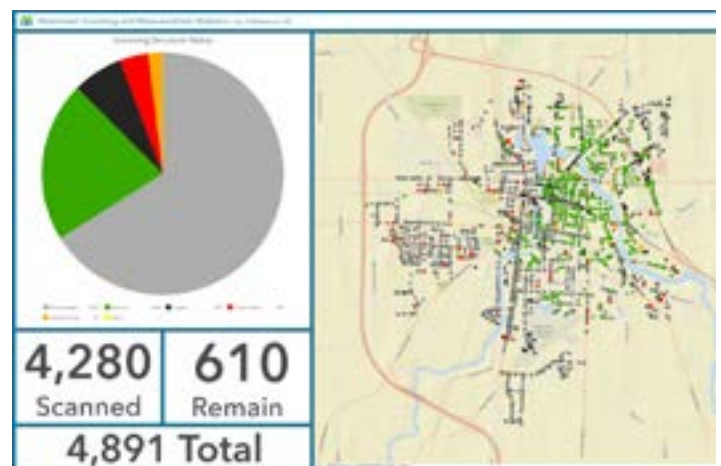


Figure 1: Screen shot of Project Status View within R/M's Sewer Inventory Management app.

LASER SCANNING

New technology and data-gathering techniques are revolutionizing the way survey data is collected, providing solutions to the problems associated

with the manual survey methods. 3D laser scanning systems employ precise laser/camera sensor packages to map quickly and accurately everything within line of sight of the instrument in a matter of minutes. Modern scanners are portable (about the size of a water bottle and weighing under three pounds), efficient (can complete 360-degree scans with high-resolution imagery in less than two minutes) and perfectly suited to sewer survey and inspection applications. Rather than manually collecting single data points at inverts, laser scanning systems model the entire structure and generate 3D point clouds consisting of millions of measured points, each accurate to millimeters, from which the invert elevations and pipe sizes can be measured digitally.

This technology significantly reduces workload (and mistakes) in the field, allowing smaller crews to survey with increased efficiency and consistency. Furthermore, the scan data and panoramic imagery provides an increased level of confidence when determining pipe materials and lining status. The scanned data can also add significant value to the City, as it can be used for additional purposes including structure condition assessment and reporting. See Figure 2 below for sample screen shots.

Our past project experience has sometimes required additional scope of services that impact design and construction. The following items are not included in our proposed scope, either because we anticipate they will be completed by the City or may not be required for the project. Any of these items can certainly be negotiated and added to our contract:

- The completion of permitting/approval applications and associated fees.
- Wetland investigation, delineation, or report creation.
- Design related to any contamination within the project limits.
- Archeological or historical investigation.
- Water modeling or fire flow testing.
- Laser scanning of structures.
- Exporting of GIS data.
- GIS app setup to make it available to City throughout survey process.
- Bidding or construction phase services.
- Proposed roadway cross sections.
- Design of storm sewer improvements.
- Any splitting of design or phasing of the project.
- Extra meetings with City staff.
- Soil borings beyond what is presented above

If selected to work with the City, R/M proposes a brief discussion with City staff to determine the final scope of services that will be the basis of the Agreement with the City.

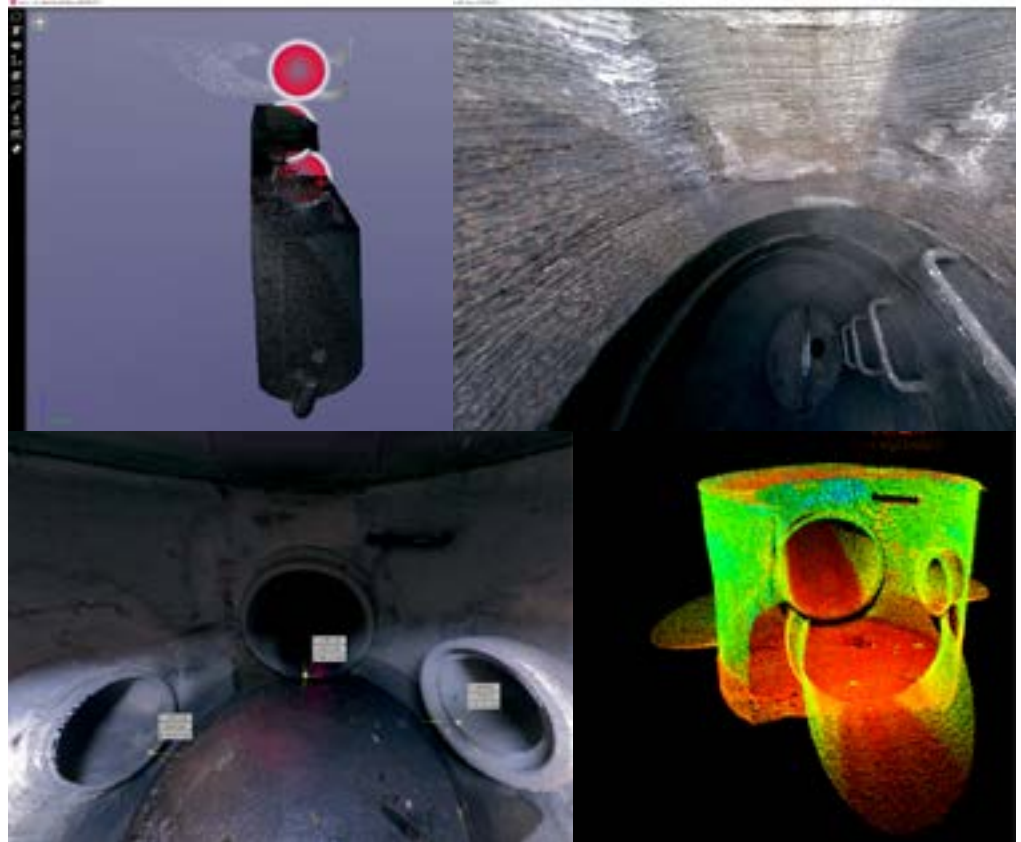


Figure 2: Screen shots from Leica TruView software showing point cloud of manhole and high-resolution panoramic inspection imagery.

FEES

SCOPE OF SERVICES	CATEGORY OF PERSONNEL															TOTAL HOURS	TOTAL LABOR COST
	\$201	\$173	\$163	\$153	\$134	\$125	\$107	\$124	\$112	\$102	\$80	\$142	\$129	\$94			
	E8	E6	E5	E4	E3	E2	E1	T3	T2	T1	ADMIN	RLS	S2	SURVEY			
	PM	PM	ENG	ENG/PILOT	ENG	ENG	ENG	TECH	TECH	TECH	ASSIST	SUR	Crew Chief	TECH			
DESIGN FEES	4	36	0	8	0	120	0	0	0	142	18	9	52	0	389	\$48,830	
PHASE 1 - DATA COLLECTION																\$11,372	
Utility Coordination (Includes Dig Request)												1			1	\$142.00	
Measuredown Validation						4									4	\$500.00	
Drone Mapping (Includes flight prep/coordination, flight, and data processing)				8									4		12	\$1,740.00	
Topographic Survey (Includes setup, control, and benchmarks)												2	40		42	\$5,444.00	
Survey Data Download, Quality Control, and Preparation for Design												3	4		7	\$942.00	
Build Surface Model, Create Pipe Networks, and Setup Drawings										8			4		12	\$1,332.00	
Analyze Survey Data and Cadastral Mapping												3			3	\$426.00	
Engineering Field Check		2				4									6	\$846.00	
TOTAL HOURS	0	2	0	8	0	8	0	0	0	8	0	9	52	0	87		
PHASE 2 - PLAN DESIGN																\$31,542	
Project Administration		8													8	\$1,384.00	
Design and Prepare Roadway Plan and Profiles (Assume 12 Sheets)		2				32				50					84	\$9,446.00	
Design and Prepare Water Main Plan and Profiles (Assume 12 Sheets)		2				36				56					94	\$10,558.00	
Design and Prepare Erosion Control and Traffic Control Drawings (Assume 6 Sheets)						4				8					12	\$1,316.00	
Intersection Design and Prepare Intersection Drawings (Assume 9 Sheets)						4				8					12	\$1,316.00	
Prepare Cover, Project Overview, Typical Sections, and Details (Assume 8 Sheets)						4				8					12	\$1,316.00	
Quantities and Opinion of Probable Construction Cost		2				4				4					10	\$1,254.00	
QA/QC	4														4	\$804.00	
Specifications - Legal and Procedural		2				4					8				14	\$1,486.00	
Specifications - Technical		4				8					8				20	\$2,332.00	
Prepare and Submit Water Main Application to DNR ¹						2					1				3	\$330.00	
TOTAL HOURS	4	20	0	0	0	98	0	0	0	134	16	0	0	0	272		
PHASE 3 - BIDDING																\$0	
TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
PHASE 4 - CONSTRUCTION																\$0	
TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
PHASE 5 - MEETINGS																\$4,332	
Project Kick-Off Meeting		2				2									4	\$596.00	
Site Visit with City Staff		4				4									8	\$1,192.00	
Utility Coordination Meetings						2									2	\$250.00	
Public Information Meeting/Hearing Participation ²		4				2					2				8	\$1,102.00	
Plan Review Meetings (Preliminary and Final Design)		4				4									8	\$1,192.00	
TOTAL HOURS	0	14	0	0	0	14	0	0	0	0	2	0	0	0	30		
DESIGN REIMBURSABLE																\$1,584	
HALF SIZE PLAN REPRODUCTION (BASED ON 11"X17" SHEET)	3 SETS		47 SHEETS/SET			61.1 SQUARE FEET/SET					\$0.50 PER SQUARE FOOT						\$91.65
FULL SIZE PLAN REPRODUCTION (BASED ON 22"X34" SHEET)	1 SETS		47 SHEETS/SET			244.4 SQUARE FEET/SET					\$0.50 PER SQUARE FOOT						\$122.20
REPRODUCTION OF PROJECT MANUALS	4 SETS		250 SHEETS/SET								\$0.15 PER SHEET						\$150.00
MILEAGE - ENGINEERS	350 MILEAGE										\$0.56 PER MILE						\$196.00
MILEAGE - SURVEY	320 MILEAGE										\$0.77 PER MILE						\$246.40
SURVEY EQUIPMENT - GPS						0 DAYS					\$132 PER DAY						\$0.00
SURVEY EQUIPMENT - ROBOT						4 DAYS					\$132 PER DAY						\$528.00
DRONE EQUIPMENT						0.5 DAYS					\$500 PER DAY						\$250.00

GEOTECH SUBCONSULTANT (CGC, INC.)																	\$5,400
Engineering Report Preparation																	\$1,500.00
Layout, Drilling, and Lab Work (11 to 5-feet and 3 to 10-feet)																	\$3,900.00

1. Although RFP did not specifically require we have included time to submit application to DNR.
2. Although RFP did not specifically require we have included time to participate in a public meeting/hearing.

SCHEDULE

JULY 27, 2021

R/M selected as Engineer.

AUGUST 17, 2021

Approval of contract/Notice to Proceed.

AUGUST 24, 2021

Kickoff meeting / Mark soil boring locations / Call in Digger's request.

AUGUST 31, 2021

Begin field survey.

SEPTEMBER 14, 2021

Start water main and street design.

OCTOBER 12, 2021

Complete preliminary design and cost estimate. Meeting with City staff.

NOVEMBER 9, 2021

Complete 90% design and update cost estimate. Meeting with City staff.

NOVEMBER 16, 2021

Finalize bid documents and construction cost estimate. Participate in PIM/public hearing.

NOVEMBER 23, 2021

Final coordination or revisions/Deliver digital and hardcopy documents to City.

The schedule above is based on assumed contract approval of August 17, 2021, with a goal of delivering documents to the City before the Thanksgiving holiday. This will allow adequate time to submit and obtain water main approval from the DNR prior to bid opening. We have also built in time for proper assessment of existing conditions and evaluation of solution alternatives. Upon selection, R/M will collaborate with City staff to finalize schedule as necessary.

Our proposal includes time to participate in a Public Information Meeting/Public Hearing. We understand this may be a requirement of your Citizen Participation Plan and always a great way to connect with the citizens before they are impacted by construction.

TOTAL		PROJECT APPROACH / SCOPE	Score	TEAM	Score	PROJECT EXAMPLES	Score	FEE	Score	SCHEDULE	Score
15	SEH	PROS: Excellent experience	3	PROS: Solid experience.	1	PROS: Solid Direct Experience	3	Base Fee: \$48,411	5	Final Design October	3
		CONS: None		CONS: Featured design engineer has less than 30 hours in the budget.		CONS:		485 Hours \$2500 Geotech		Bid Docs Jan 2022	
13	MSA	PROS: Thorough	3	PROS: Solid Diverse Team	3	PROS: Solid Direct Experience	3	Base Fee: \$79,437	1	Final Design December	3
		CONS:		CONS:		CONS:		686 Hours \$5300 Geotech		Bid Docs January	
13	AYRES	PROS: Detailed and thorough	3	PROS: Solid team	3	PROS: Solid Direct Experience, Menomonee Falls	3	Base Fee: \$95,361	1	Bid Docs December	3
		CONS:		CONS:		CONS:		808 hours \$475/bore Geotech		Bidding December	
13	BATTERMAN	PROS: Pragmatic approach	3	PROS: Solid team	3	PROS: Solid Direct Experience, Clinton and Beloit	3	Base Fee: \$100,270	1	Bid Docs Mid Dec	3
		CONS:		CONS:		CONS:		603 hours \$5300 Geotech		Bidding Mid Jan	
15	RUEKERT-MIELKE	PROS: Comprehensive	1	PROS: Solid experience	3	PROS: Solid Direct Experience	3	Base Fee: \$48,830	5	Bid Docs Late Novemeber	3
		CONS: Did not include any bid period services as requested.		CONS:		CONS:		389 hours \$5400 Geotech			

Scoring

- 1 doesn't meet expectations
- 3 meets expectations
- 5 exceeds expectations



MEMORANDUM

DATE: August 17, 2021

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to the Developer's Agreement and Certified Survey Map for the new Kwik Trip Development – 1680 Janesville Ave

BACKGROUND

Kwik Trip Inc has submitted the final documents for their development of a new campus on the corner of Farmco Dr and Janesville Ave. All current structures on the site will be razed, and anew convenience store constructed. The Planning Commission approved the Site Plan at their April 27, 2021 meeting, making the development agreement and the final CSM submittal contingencies of the approval. These two documents have been submitted. The CSM has been recommended for approval to the City Council and developer's agreement will be considered for approval for the first time by Council.





DISCUSSION

The CSM includes all easements and agreements requested by City staff for the site. The developer's agreement memorializes Kwik Trip's commitment to building a passing lane on Janesville Ave, the extension of public sanitary sewer down Farmco Lane, and their future engagement on the Janesville Ave corridor improvements, planned for the future.

RECOMMENDATION

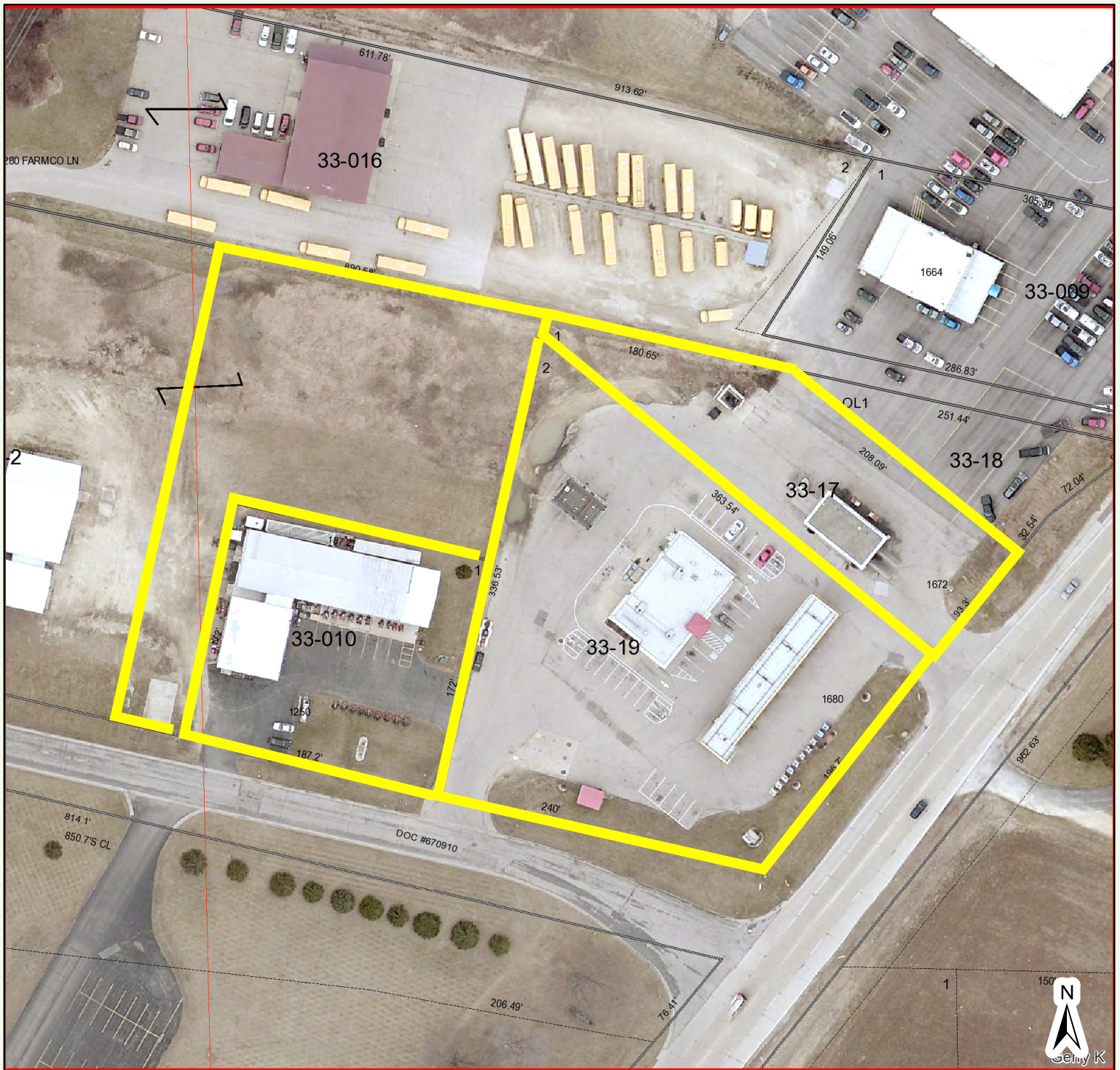
Staff recommends the City Council approve the Preliminary CSM as Final with all appropriate attachments.

Staff recommends the City Council approve the Developer's Agreement as written and authorize signatures by City officials.

ATTACHMENTS

Certified Survey Map and Attachments
Development Agreement

Kwik Trip CSM Current Parcel Configuration

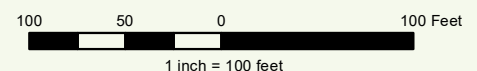


	Description		Road Right of Ways		Red: Band_1
	Parcel Lines		Section Lines		Green: Band_2
	Property Boundary		Surface Water		Blue: Band_3
	Old Lot/Meander Lines		Map Hooks		
	Rail Right of Ways		Tax Parcels		



Jefferson County Geographic Information System

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



Printed on: June 4, 2021

Author: Public User

CERTIFIED SURVEY MAP NO. _____

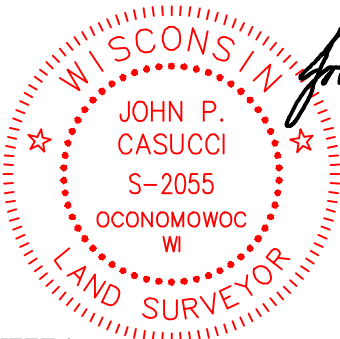
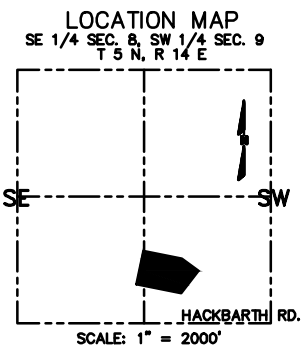
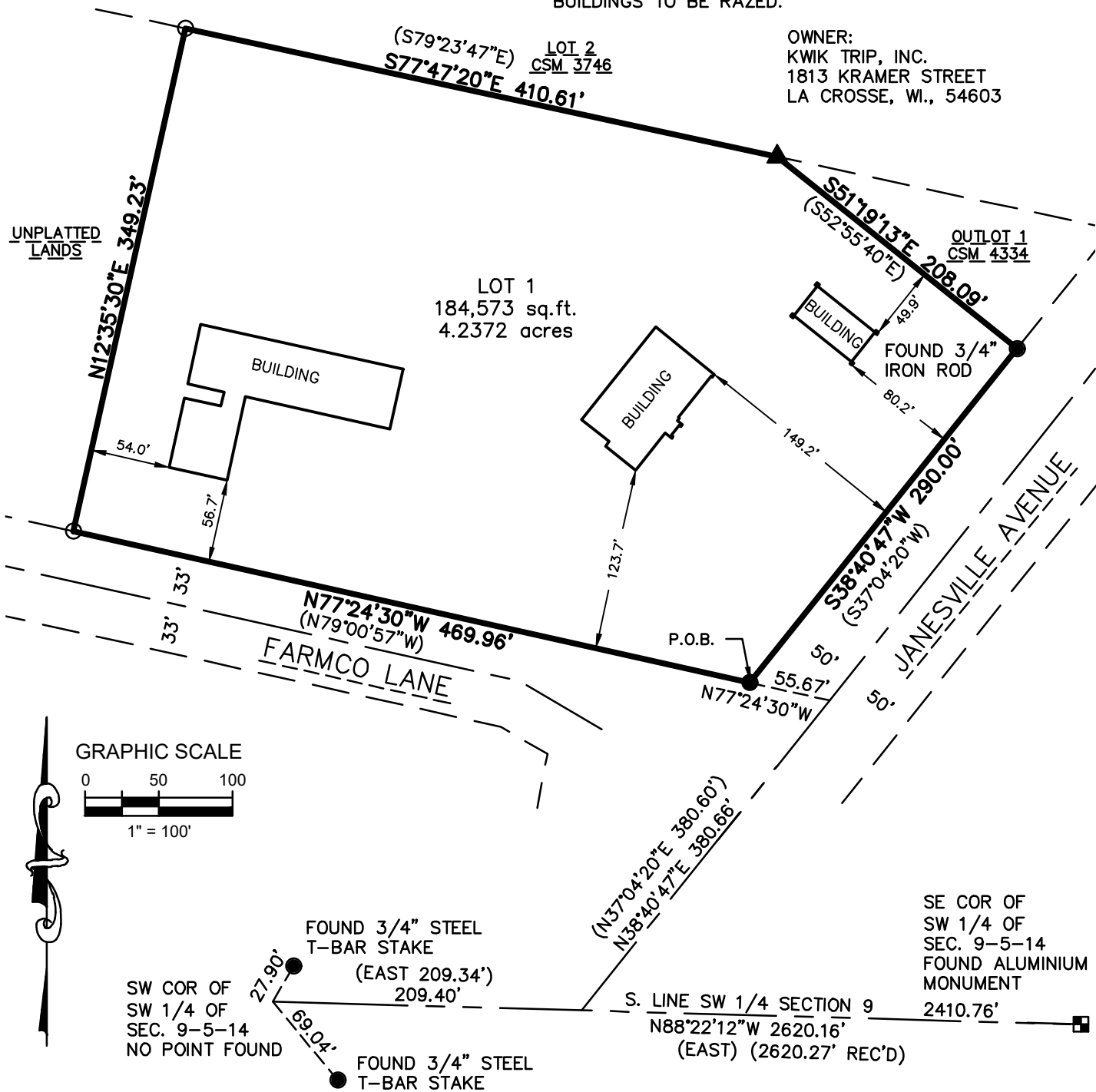
A division of Lots 1 and 2 in Certified Survey Map No. 5227, Lot 1 in Certified Survey Map No. 5351 and lands, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 8 and the Southwest 1/4 of the Southwest 1/4 of Section 9, all in Township 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin.

- ▲ INDICATES FOUND MAG NAIL
- INDICATES FOUND 1" IRON PIPE, UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE S. LINE OF THE SW 1/4 OF SECTION 9, T 5 N, R 14 E, WHICH BEARS S88°22'12"E, NAD 1983/2011.

BUILDINGS TO BE RAZED.

OWNER:
KWIK TRIP, INC.
1813 KRAMER STREET
LA CROSSE, WI., 54603



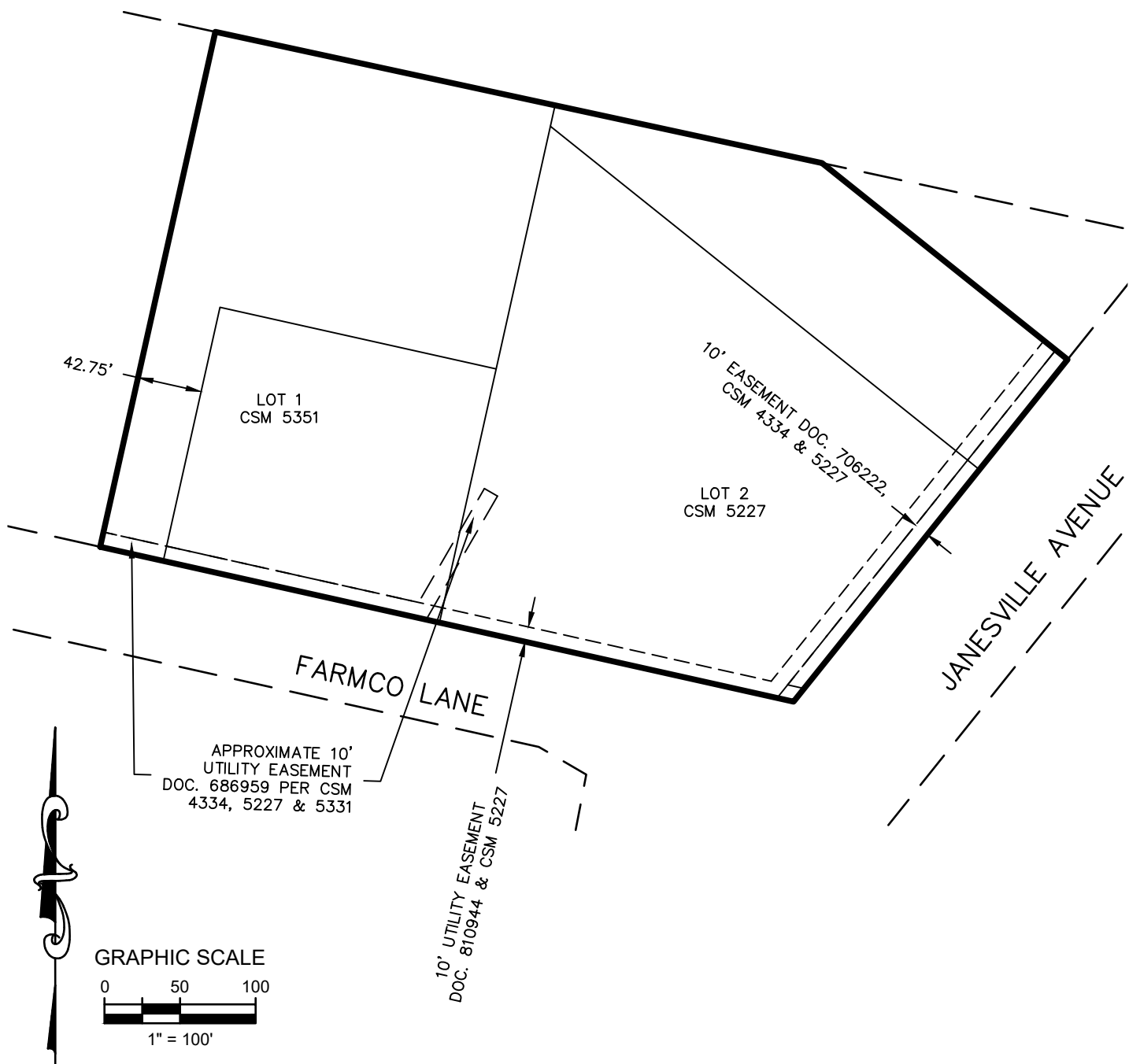
John P. Casucci
May 18, 2021

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

CERTIFIED SURVEY MAP NO. _____

A division of Lots 1 and 2 in Certified Survey Map No. 5227, Lot 1 in Certified Survey Map No. 5351 and lands, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 8 and the Southwest 1/4 of the Southwest 1/4 of Section 9, all in Township 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin.



CERTIFIED SURVEY MAP NO. _____

A division of Lots 1 and 2 in Certified Survey Map No. 5227, Lot 1 in Certified Survey Map No. 5351 and lands, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 8 and the Southwest 1/4 of the Southwest 1/4 of Section 9, all in Township 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

I, JOHN P. CASUCCI, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of Lots 1 and 2 in Certified Survey Map No. 5227, Lot 1 in Certified Survey Map No. 5351 and lands, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 8 and the Southwest 1/4 of the Southwest 1/4 of Section 9, all in Township 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, bounded and described as follows:

COMMENCING at the Southeast corner of the Southwest 1/4 of said Section 9; thence North 88° 22' 12" West along the South line of said 1/4 section 2410.76 feet to a point in the centerline of Janesville Road; thence North 38° 40' 47" East along said centerline 380.66 feet to a point; thence North 77° 24' 30" West 55.67 feet to a point in the West line of Janesville Road and the North line of Farmco Lane, said point being the point of beginning of lands to be described; thence North 77° 24' 30" West along said North line 469.96 feet to a point; thence North 12° 35' 30" East 349.23 feet to a point in the South line of Lot 2 in Certified Survey Map No. 3746; thence South 77° 47' 20" East along said South line 410.61 feet to the West corner of Outlot 1 in Certified Survey Map No. 4334; thence South 51° 19' 13" East along the South line of said Outlot 208.09 feet to a point in the West line of Janesville Road; thence South 38° 40' 47" West along said West line 290.00 feet to the point of beginning.

Containing 184,573 square feet or 4.2372 acres.

THAT I have made such survey, land division and map by the direction of KWIK TRIP, INC., owner.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Fort Atkinson in surveying, dividing and mapping said lands.

_____	_____(SEAL)
DATE	JOHN P. CASUCCI, PROFESSIONAL LAND SURVEYOR S-2055

CERTIFIED SURVEY MAP NO. _____

A division of Lots 1 and 2 in Certified Survey Map No. 5227, Lot 1 in Certified Survey Map No. 5351 and lands, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 8 and the Southwest 1/4 of the Southwest 1/4 of Section 9, all in Township 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

KWIK TRIP, INC. a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certify that said corporation caused the land described on this map to the surveyed, divided and mapped as represented on this map in accordance with the requirements of the City of Fort Atkinson Municipal Code.

KWIK TRIP, INC., does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Fort Atkinson

WITNESS the hand and seal of KWIK TRIP, INC., has caused these presents to be signed by

_____, its _____, this _____ day of _____, 2021.

KWIK TRIP, INC.

STATE OF WISCONSIN }
 }:SS
COUNTY }

PERSONALLY came before me this _____ day of _____, 2021,
the above named _____, to me known to be the person who
executed the foregoing instrument, and to me known to be such _____ of said
corporation and acknowledged that he executed the foregoing instrument as such officer, by its
authority.

_____(SEAL)

Notary Public, State of Wisconsin
My commission expires _____

CITY OF FORT ATKINSON

APPROVED by the City of Fort Atkinson on this _____ day of _____, 2021.

Michelle A. Ebbert, City Clerk

Document Number

**PUBLIC SANITARY SEWER
EASEMENT**

Name and Return Address:

Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

226-0514-0933-010; 226-0514-0933-017;
226-0514-0933-019; 226-0514-0844-002
Parcel Identification Number (PIN)

PUBLIC SANITARY SEWER EASEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Daryl F. Spoerl Real Estate, LLC, a Wisconsin limited liability company ("Grantor") grants and conveys to the City of Fort Atkinson, a Wisconsin municipal corporation ("City") and Kwik Trip, Inc., a Wisconsin corporation ("Kwik Trip") (collectively "Grantee") a permanent non-exclusive sanitary sewer easement, legally described and depicted on the attached Exhibit A ("Easement Property").

1. Grantor hereby grants and conveys to Grantee, for the benefit of the general public, a permanent, non-exclusive utility easement for sanitary sewer purposes, together with the right to enter upon the Easement Property, as may be necessary for such purposes.

2. Kwik Trip shall construct the sanitary sewer facilities in and through the Easement Property and Grantor may connect to such facilities at Grantor's sole cost and expense. The City agrees to maintain, operate, supplement and/or remove the sanitary sewer facilities, including the necessary underground and above-ground associated facilities, accessories and appurtenances in and through the Easement Property. The City shall be responsible for all future maintenance and repairs to the facilities.

3. Grantor reserves the right to utilize the Easement Property for any purpose that will not materially interfere with the rights granted by Grantor to Grantee, including but not limited to the use of the Easement Property for pavement, curb and gutter. Such use by Grantee of the Easement Property shall not interfere with Grantor's use and enjoyment of Grantor's Property and access thereto, including the Easement Property.

4. Following any entry upon the Easement Property by the Grantee or its contractors for the purposes set forth in Paragraph 2 above, the Grantee agrees to promptly restore the surface to the condition existing immediately prior to such entry by the Grantee or its agents.

6. Grantor warrants that it has good title to the Easement Property and full right and authority to grant the foregoing easement.

7. This Public Sanitary Sewer Easement shall run with the land and be binding on, and inure to the benefit of, the assigns and successors in interest of Grantor and Grantee.

[Signature Pages Follow]

Dated: _____, 2021.

GRANTOR:
DARYL F. SPOERL REAL ESTATE, LLC

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____, 2021, the above named _____, _____ of Daryl F. Spoerl Real Estate, LLC, a Wisconsin limited liability company and to be the person who executed the foregoing instrument and acknowledged the same.

Notary public, _____ County, Wisconsin
My commission: _____

GRANTEE:
CITY OF FORT ATKINSON

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF JEFFERSON)

Personally came before me on _____, 2021, the above named _____, the _____ of the City of Fort Atkinson, a Wisconsin municipal corporation, to be the person who executed the foregoing instrument and acknowledged the same.

Notary public, Jefferson County, Wisconsin
My commission: _____

KWIK TRIP, INC.

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me on _____, 2021, the above named
_____, _____ of Kwik Trip, Inc., a Wisconsin corporation and
to be the person who executed the foregoing instrument and acknowledged the same.

Notary public, La Crosse County, Wisconsin
My commission: _____

This document was drafted by:
Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

EXHIBIT A

EASEMENT PROPERTY

Part of the Southeast 1/4 of the Southeast 1/4 of Section 8, being in Township 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, bounded and described as follows:

Beginning at the Southwest corner of Lot 1 of Certified Survey Map No. said point also in the North line of Farmco Lane; thence North $77^{\circ} 24' 30''$ West along said North line 336.29 feet to a point in the East line of the former Northwestern Railway (Glacier River Trail); thence North $30^{\circ} 07' 35''$ East along said East line 26.22 feet to a point; thence South $77^{\circ} 24' 30''$ East 328.39 feet to a point in the West line of said Lot 1; thence South $12^{\circ} 35' 30''$ West along said West line 25.00 feet to the point of beginning.

See attached depiction of the Easement Property.

EXHIBIT

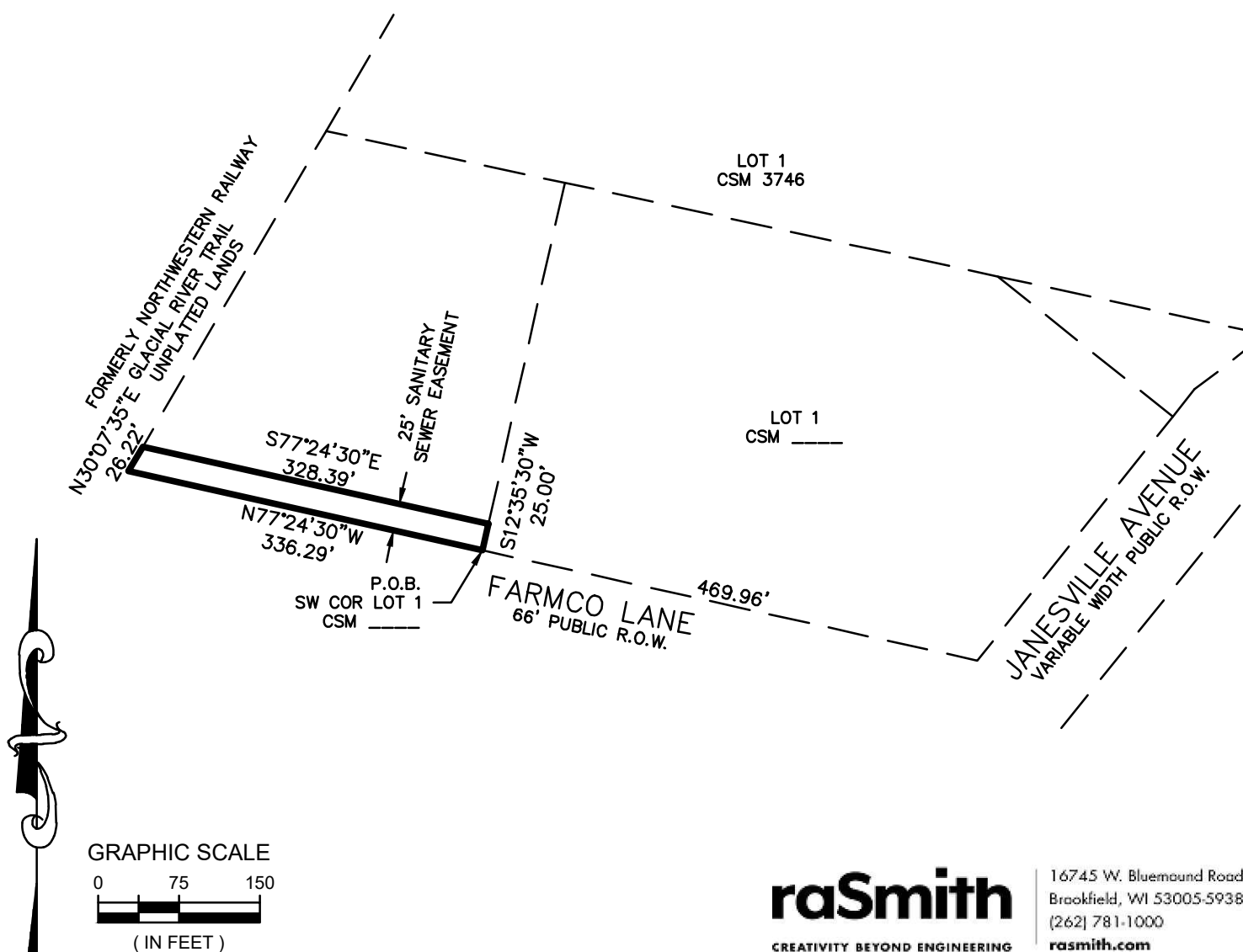
Part of the Southeast 1/4 of the Southeast 1/4 of Section 8, being in Township 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, bounded and described as follows:

Beginning at the Southwest corner of Lot 1 of Certified Survey Map No. _____ said point also in the North line of Farmco Lane; thence North $77^{\circ} 24' 30''$ West along said North line 336.29 feet to a point in the East line of the former Northwestern Railway (Glacier River Trail); thence North $30^{\circ} 07' 35''$ East along said East line 26.22 feet to a point; thence South $77^{\circ} 24' 30''$ East 328.39 feet to a point in the West line of said Lot 1; thence South $12^{\circ} 35' 30''$ West along said West line 25.00 feet to the point of beginning.

Said land contains 8,309 square feet or 0.1907 acres.

May 28, 2021

Drawing NO. 168158-RMK



JOINDER TO
PUBLIC SANITARY SEWER EASEMENT AGREEMENT

Fort Community Credit Union, a Wisconsin banking institution ("Lender"), joins in and consents to this Public Sanitary Sewer Easement Agreement by Daryl F. Spoerl Real Estate, LLC, the City of Fort Atkinson and Kwik Trip, Inc., and Lender does hereby subject and subordinate its rights under any mortgage, assignment and/or other security interest(s) it holds against any part(s) of the Easement Property to the easements, rights, covenants and restrictions set forth in this Public Sanitary Sewer Easement Agreement, to the end that such easements, rights, covenants and restrictions are binding upon Lender's interest in the Easement Property under and pursuant to any such mortgage, assignment and/or other security interest held by Lender and all present and future holders of Lender's interest in the Easement Property or any part thereof under and pursuant to any such mortgage, assignment and/or other security interest.

Dated: _____, 2021

LENDER:
FORT COMMUNITY CREDIT UNION

By: _____

Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021
by _____, the _____ of Fort Community Credit Union, a Wisconsin
banking institution.

Notary Public

Document Number

**RELEASE OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Name and Return Address:

Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

226-0514-0933-010
Parcel Identification Number (PIN)

RELEASE OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, Daryl F. Spoerl Real Estate, LLC, a Wisconsin limited liability company has an interest arising under the existing covenants, conditions and restrictions set out in the Warranty Deed dated August 29, 2011, filed September 1, 2011, in the office of the Register of Deeds for Jefferson County, Wisconsin as Document No. 1298391 (“Restrictions”), a copy of which is attached hereto as Exhibit A. The undersigned, for valuable consideration, the receipt of which is hereby acknowledged, hereby release all of their right, title and interest arising under the Restrictions and said Restrictions shall terminate effective as of this date.

Dated: _____, 2021.

DARYL F. SPOERL REAL ESTATE, LLC

By: _____

Its: _____

[illegible]

Personally came before me this _____ day of _____, 2021, the above named _____, _____ of Daryl F. Spoerl Real Estate, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

This document was drafted by:
Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

EXHIBIT A

000250



State Bar of Wisconsin Form 2-2003
WARRANTY DEED

Document Number

Document Name

Document # 1298391
Office of Register of Deeds
Jefferson County, WI
RECEIVED FOR RECORD
Sep. 1, 2011 AT 12:15 pm

Staci Hoffman

Staci Hoffman
Total Pages 1
Fee 30.00

Recording Area TT 750.00 N

Name and Return Address
Miller Law Office
P.O. Box 417
Jefferson, WI 53549

226-0514-0933-010

Parcel Identification Number (PIN)
This is not homestead property.

THIS DEED, made between Daryl F Spoerl Real Estate, LLC
("Grantor," whether one or more),
and Roy S Magsamen and Tami J Magsamen, husband and wife as survivorship marital property
("Grantee," whether one or more).
Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Jefferson County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot 1 of Certified Survey Map No. 5351 recorded in Volume 29 of Certified Surveys on page 127 as Document No. 1295181, being a part of the S.W.1/4 of the S.W.1/4 of Section 9 and part of the S.E.1/4 of the S.E.1/4 of Section 8, Township 5 North, Range 14 East, City of Fort Atkinson, Jefferson County, Wisconsin.

Grantor and Grantee agree that the lease is hereby terminated by Grantee exercising their option to purchase as contained within the Lease Agreement and Option to Purchase between said parties recorded June 12, 2008 as Document No. 1241272.

Grantees agree that said premises are not to be used for the sale of either new or used vehicles, maintenance or repair of motor vehicles, or the sale of petroleum products of any kind for a period of 25 years from the date hereof.

Exceptions to warranties: Recorded easements, highways, roads, restrictions of record and zoning ordinances.

Dated August 29, 2011

(SEAL) *Daryl F Spoerl* (SEAL)
* Daryl F Spoerl, sole member

(SEAL) _____ (SEAL)
* _____

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) of _____
authenticated on _____

STATE OF WISCONSIN)
Jefferson) ss.
COUNTY)

* Henry B Miller
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on August 29, 2011
the above-named Daryl F Spoerl

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

Attorney Henry B. Miller
Jefferson, Wisconsin

James B. Van Nestholt
* JAMES B. VAN NESTHOLT
Notary Public, State of Wisconsin
My Commission (is permanent) (expires 04/15/2012)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 2-2003

* Type name below signatures.

Document Number

**RELEASE OF RECIPROCAL
EASEMENT AGREEMENT**

Name and Return Address:

Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

226-0514-0933-017
& 226-0514-0933-019
Parcel Identification Number (PIN)

RELEASE OF RECIPROCAL EASEMENT AGREEMENT

The undersigned, Kwik Trip, Inc., a Wisconsin corporation has an interest arising under the existing ingress/egress easement set out in the Reciprocal Easement Agreement dated August 13, 2009, filed August 17, 2009, in the office of the Register of Deeds for Jefferson County, Wisconsin as Document No. 1264398 and Amendment to Reciprocal Easement Agreement dated November 27, 2020, filed December 3, 2020, in the office of the Register of Deeds for Jefferson County, Wisconsin as Document No. 1436203 (collectively the "Easement"), copies of which are attached hereto as Exhibit A. The undersigned, for valuable consideration, the receipt of which is hereby acknowledged, hereby release all of their right, title and interest arising under the Easement and said Easement shall terminate effective as of this date.

Dated: _____, 2021.

KWIK TRIP, INC.

By: _____

Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

Personally came before me this _____ day of _____, 2021, the above named _____, _____ of Kwik Trip, Inc., a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

This document was drafted by:
Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

1264398

000182

EXHIBIT A

RECEIVED FOR RECORD
at 1:50 o'clock P. M

AUG 17 2009

REGISTER OF DEEDS
JEFFERSON COUNTY, WI

RECIPROCAL EASEMENT
AGREEMENT

Document Number

Document Title

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is executed as of the 13th day of August, 2009, by Stop-N-Go of Madison, Inc., a Wisconsin corporation ("Parcel A Owner"), and Spoerl Properties, LLC, a Wisconsin Limited Liability company ("Parcel B Owner"). Parcel A Owner and Parcel B Owner are sometimes referred to collectively as the "Parties."

Recording Area

Name and Return Address:

Chad G. Bartell, Esq.
Michael Best & Friedrich LLP
One South Pinckney Street, Ste. 700
Madison, WI 53703

Tax Key Nos.: 226-0514-0933-017

RECITALS:

WHEREAS, Parcel A Owner is the owner of certain real property located at 1680 Janesville Avenue, Fort Atkinson, Jefferson County, Wisconsin, more fully described as Lot 2 on Exhibit A, attached hereto and incorporated herein, which property is currently operated as a gas station and convenience store ("Parcel A"), and Parcel B Owner is the owner of certain real property located at the same address, more fully described as Lot 1 on Exhibit A, which is currently operated as a car wash ("Parcel B");

WHEREAS, Parcel A Owner wishes to burden Parcel A with an easement for the benefit of Parcel B, and Parcel B Owner wishes to burden Parcel B with a reciprocal easement for the benefit of Parcel A and both Parties desire to be bound by this Easement.

AGREEMENT:

NOW, THEREFORE, the Parties do hereby declare as follows:

1. Grant of Reciprocal Easements; Use. (i) Parcel A Owner hereby imposes upon Parcel A, for the benefit of the Parcel B, a non-exclusive easement over that portion of Parcel A as shown on Exhibit B as the Easement Area and (ii) Parcel B Owner hereby imposes upon Parcel B, for the benefit of the Parcel A, a non-exclusive easement over that portion of Parcel A as the Easement Area (collectively, the "Easement Area"). The Easement Area shall only be used for (i) ingress and egress to and from the public right-of-way and cross-access between Parcel A and Parcel B, (ii) the sub-area labeled "Snow Storage Area" may be used by either party for the storage of snow removed from Parcel A and Parcel B and (iii) the sub-area labeled "Trash Storage Area" may be used by either party for the storage of trash collected from Parcel A and Parcel B. All other uses of the Easement Area, including the parking of motor vehicles, is expressly prohibited.

2. Permitted Users. The Easement Area may be used by the Parties and their respective tenants, agents, employees, customers, guests and invitees

3. Barriers. The Parties intend that Parcel A and Parcel B shall be served by a single continuous parking lot and that ingress and egress between the portion of the parking lot located on Parcel B and the portion of the parking lot located on Parcel A shall be open and unobstructed at all times. Accordingly, neither party shall do anything to interfere with the use of the easements granted under this Agreement by the other party or by the Users. No curbs, barriers, fences, landscaping, dividers, or other obstructions shall be constructed on or across the Easement Area or upon any portion of Parcel A and Parcel B so as to prevent free and uninterrupted flow of vehicular and pedestrian traffic between Parcel A and Parcel B.

4. Maintenance and Repair. Parcel A Owner and Parcel B Owner shall at all times maintain the Easement Area and all driveways, walkways, and exits and appurtenances thereto as are located on their respective properties in good condition and repair and at the standards applicable to general retail uses in the municipality in which Parcel A and Parcel B are located, including periodic patching, seal coating and resurfacing, as necessary, and each owner shall keep them their respective areas in neat and safe condition free of accumulated paper, debris, other refuse, snow, and ice for the uses and purposes described in this Agreement. Parcel A owner shall keep the dumpster enclosure located within the Trash Storage Area in good condition and repair. Maintenance shall be performed by the owner of the particular property at the owner's expense. Each party shall have the right, but not the duty, to perform any maintenance for which the obligation of performance is imposed on the other party to this Agreement. This right may only be exercised if within 30 days of delivery of written notice to the responsible party, sent by registered or certified mail and describing the maintenance to be performed by the party, the responsible party has continued to fail to perform the maintenance that is the subject of the notice. A party performing maintenance imposed on the other party to this Agreement shall be entitled to reimbursement from the other party upon the performing party's presentation of an invoice for the maintenance cost incurred. If the Parties are unable to agree within ten (10) days of receipt of a written notice by one or the other on the need for the maintenance, then the matter shall be referred, upon either party's request, to arbitration.

5. Nuisances. The Parties shall not allow any nuisance, including but not limited to, speeding, loud music, obnoxious odors, or offensive conduct, to exist or occur within the Easement Area on their respective properties.

6. Indemnification and Hold Harmless. Each party to this Agreement who exercises rights under the easements granted by this Agreement (referred to in this paragraph as the "Dominant Owner") over the lands owned by the other party (referred to in this paragraph as the "Servient Owner") shall indemnify and defend the Servient Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Servient Owner's property (the Servient Property) by the Dominant Owner or its agents, contractors, subcontractors, invitees, or employees.

7. Easement Runs with the Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land, shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective

successors and assigns as owners of Parcel A and Parcel B, respectively, and are appurtenant to Parcel A and Parcel B and shall not be sold or assigned separately, or severed from Parcel A and Parcel B. The specific parties named as Parcel A Owner and Parcel B Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A or Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

8. Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication or any portion of the Easement Area to the general public for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purposes expressed herein.

9. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

10. Applicable Law. This Easement shall be governed by interpreted and construed in accordance with the laws of the State of Wisconsin. If any provisions hereof, or the application of any provisions hereof to any persons or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to such persons or circumstances, shall not be affected thereby, and each provision of this Easement shall be valid and enforceable to the fullest extent provided by law.

11. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.

12. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

13. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

14. Entire Agreement. This Agreement sets forth the entire understanding of the Parties and may not be changed except by a written document executed and acknowledged by all Parties to this Agreement and duly recorded in the office of the Register of Deeds of Jefferson County, Wisconsin.

15. Arbitration. The Parties agree that if a proper settlement cannot be reached between them on any matter relating to this Agreement, they will submit all matters of

000185

disagreement to a qualified arbitrator selected by both Parties. A qualified arbitrator means a person knowledgeable in the matter that both Parties agree is qualified. If the Parties cannot agree on one qualified arbitrator, the matter will be submitted to a qualified arbitration committee whose majority decision shall control. Such arbitration committee shall consist of a qualified arbitrator selected by the owner of each of the parcels and the qualified arbitrators so selected shall select an additional arbitrator. A reasonable compensation for the additional qualified arbitrator shall be divided equally between the owners of the two parcels of land."

[Signatures page follows]

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IN WITNESS WHEREOF, this Reciprocal Easement Agreement is executed as of the date first above written.

PARCEL A OWNER:

STOP-N-GO OF MADISON, INC.




Andrew J. Bowman, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF JEFFERSON)

Personally came before me this 13th day of August, 2009, the above-named Andrew J. Bowman, as the Vice President of Stop-N-Go of Madison, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.



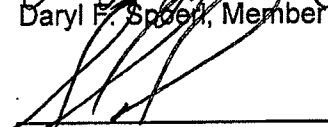
Name: Henry B. Miller
Notary Public, State of WI
My Commission: permanent

000187

PARCEL B OWNER:

SPOERL PROPERTIES, LLC

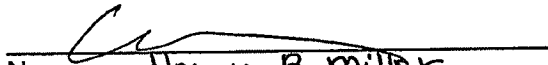

Daryl F. Spoerl, Member


Scott W. Spoerl, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF JEFFERSON)

Personally came before me this 13th day of August, 2009, the above-named Daryl F. Spoerl and Scott W. Spoerl, as the sole members of Spoerl Properties, LLC, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.


Name: Henry B. Miller
Notary Public, State of WI
My Commission: permanent

This agreement was drafted by:
Dan O'Callaghan
Michael Best & Friedrich LLP

Q:\CLIENT\088336\0024\B1976683.1

000188

EXHIBIT A

LEGAL DESCRIPTION

Parcel A

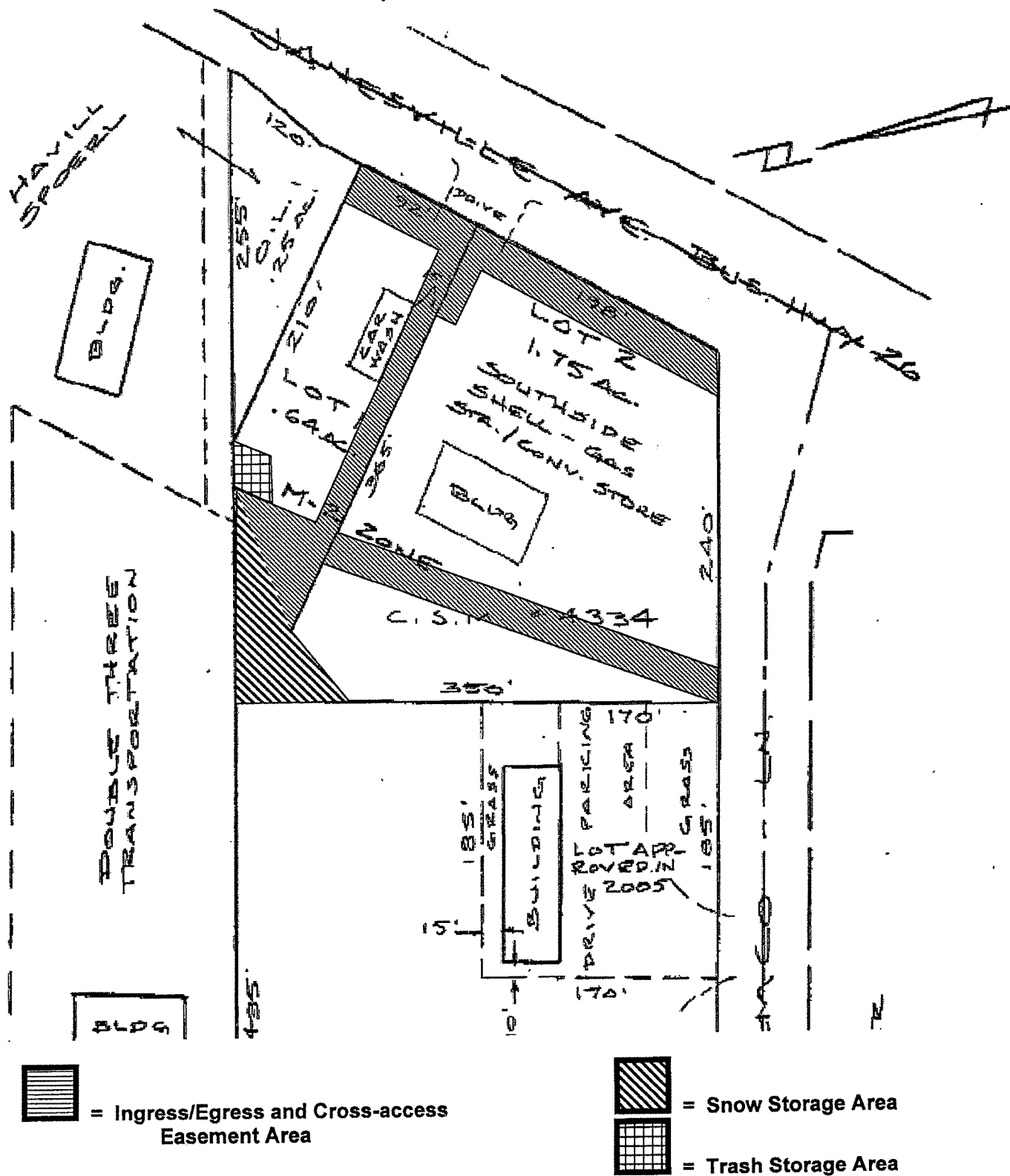
Lot 2 of Certified Survey Map No. 5227 in the City of Fort Atkinson, Jefferson County, Wisconsin.

Parcel B

Lot 1 of Certified Survey Map No. 5227 in the City of Fort Atkinson, Jefferson County, Wisconsin.

EXHIBIT B

Depiction of Easement Area



1436203

Office of Register of Deeds
Jefferson County, WI
RECEIVED FOR RECORD
12/03/2020 10:14:24 AM
Staci M. Hoffman
Total Pages: 16
REC FEE: 30.00
TRANSFER FEE:
EXEMPT #

****The above recording information
verifies that this document has
been electronically recorded
and returned to the submitter****

Document Number

**AMENDMENT TO RECIPROCAL
EASEMENT AGREEMENT**

Name and Return Address:

Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

226-0514-0933-017
& 226-0514-0933-019

Parcel Identification Number (PIN)

AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

The undersigned, Stop-N-Go of Madison, Inc., a Wisconsin corporation ("SNG – Parcel A Owner") and Spoerl Properties, LLC, a Wisconsin limited liability company ("Spoerl – Parcel B Owner") (collectively the "Parties"), are parties to a Reciprocal Easement Agreement recorded with the Jefferson County, Wisconsin Register of Deeds Office on August 17, 2009 as Document No. 1264398 ("Easement") a copy attached hereto as Exhibit A.

WHEREAS, the following statement is a material part of this Amendment:

- A. The Parties are willing to amend the Easement to revise Exhibit B of the Easement and to further clarify the property covered by the Easement; and

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following grants, agreements and covenants:

- 1) Section 1 of the Easement, shall be amended to clarify the following:
 - a. SNG – Parcel A Owner grants to Spoerl – Parcel B Owner, a non-exclusive easement over that portion of Parcel A (as described in the Easement), as shown and described on the attached Exhibits B-1 and B-2 ("SNG Easement Area").
 - b. Spoerl – Parcel B Owner grants to SNG – Parcel A Owner, a non-exclusive easement over that portion of Parcel B (as described in the Easement), as shown and described on the attached Exhibit B-3 ("Spoerl Easement Area").
 - c. Spoerl – Parcel B Owner terminates any easement rights which may have existed over that certain portion of Parcel A, as shown and described on the attached Exhibit C. Any such easement rights shall terminate as of the date of this Amendment.
- 2) All other terms and conditions of the Easement shall remain in full force and effect.

[Signature Pages Follow]

Dated: NOV 27, 2020.

STOP-N-GO OF MADISON, INC.

By: [Signature]

Its: President

STATE OF WISCONSIN)
) ss.
COUNTY OF Dane)

Personally came before me on 11.27, 2020, the above named Andrew Brown, the President of Stop-N-Go of Madison, Inc., a Wisconsin corporation, and to be the person who executed the foregoing instrument and acknowledged the same.

SARA J BROWN
NOTARY PUBLIC
STATE OF WISCONSIN

[Signature]
Notary Public, State of Wisconsin
My commission expires: 7/9/2023

Dated: _____, 2020.

SPOERL PROPERTIES, LLC

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me on _____, 2020, the above named _____, the _____ of Spoerl Properties, LLC, a Wisconsin limited liability company, and to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

This document drafted by:
Thomas E. Reinhart, attorney at law
P.O. Box 2107
La Crosse, WI 54602-2107

Dated: _____, 2020.

STOP-N-GO OF MADISON, INC.

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me on _____, 2020, the above named _____, the _____ of Stop-N-Go of Madison, Inc., a Wisconsin corporation, and to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

Dated: 11-25, 2020.

SPOERL PROPERTIES, LLC

By: [Signature]
 Daryl F Spoerl

Its: member

STATE OF Florida WISCONSIN)
) ss.
COUNTY OF Lee)

Personally came before me on November 25, 2020, the above named Daryl F, the Spoerl of Spoerl Properties, LLC, a Wisconsin limited liability company, and to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin Florida
My commission expires: 10/18/2024

This document drafted by:
Thomas E. Reinhart, attorney at law
P.O. Box 2107
La Crosse, WI 54602-2107

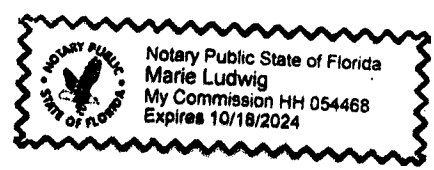


EXHIBIT A

25
1264398#15
000182RECEIVED FOR RECORD
at 1:50 o'clock P. M.

AUG 17 2009

REGISTER OF DEEDS
JEFFERSON COUNTY, WIRECIPROCAL EASEMENT
AGREEMENT

Document Number

Document Title

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is executed as of the 13th day of August, 2009, by Stop-N-Go of Madison, Inc., a Wisconsin corporation ("Parcel A Owner"), and Spoerl Properties, LLC, a Wisconsin Limited Liability company ("Parcel B Owner"). Parcel A Owner and Parcel B Owner are sometimes referred to collectively as the "Parties."

Recording Area

Name and Return Address:
Chad G. Bartell, Esq.
Michael Best & Friedrich LLP
One South Pinckney Street, Ste. 700
Madison, WI 53703

Tax Key Nos.: 226-0514-0833-017

RECITALS:

WHEREAS, Parcel A Owner is the owner of certain real property located at 1680 Janesville Avenue, Fort Atkinson, Jefferson County, Wisconsin, more fully described as Lot 2 on Exhibit A, attached hereto and incorporated herein, which property is currently operated as a gas station and convenience store ("Parcel A"), and Parcel B Owner is the owner of certain real property located at the same address, more fully described as Lot 1 on Exhibit A, which is currently operated as a car wash ("Parcel B");

WHEREAS, Parcel A Owner wishes to burden Parcel A with an easement for the benefit of Parcel B, and Parcel B Owner wishes to burden Parcel B with a reciprocal easement for the benefit of Parcel A and both Parties desire to be bound by this Easement.

AGREEMENT:

NOW, THEREFORE, the Parties do hereby declare as follows:

1. Grant of Reciprocal Easements; Use. (i) Parcel A Owner hereby imposes upon Parcel A, for the benefit of the Parcel B, a non-exclusive easement over that portion of Parcel A as shown on Exhibit B as the Easement Area and (ii) Parcel B Owner hereby imposes upon Parcel B, for the benefit of the Parcel A, a non-exclusive easement over that portion of Parcel A as the Easement Area (collectively, the "Easement Area"). The Easement Area shall only be used for (i) ingress and egress to and from the public right-of-way and cross-access between Parcel A and Parcel B, (ii) the sub-area labeled "Snow Storage Area" may be used by either party for the storage of snow removed from Parcel A and Parcel B and (iii) the sub-area labeled "Trash Storage Area" may be used by either party for the storage of trash collected from Parcel A and Parcel B. All other uses of the Easement Area, including the parking of motor vehicles, is expressly prohibited.

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2. Permitted Users. The Easement Area may be used by the Parties and their respective tenants, agents, employees, customers, guests and invitees

3. Barriers. The Parties intend that Parcel A and Parcel B shall be served by a single continuous parking lot and that ingress and egress between the portion of the parking lot located on Parcel B and the portion of the parking lot located on Parcel A shall be open and unobstructed at all times. Accordingly, neither party shall do anything to interfere with the use of the easements granted under this Agreement by the other party or by the Users. No curbs, barriers, fences, landscaping, dividers, or other obstructions shall be constructed on or across the Easement Area or upon any portion of Parcel A and Parcel B so as to prevent free and uninterrupted flow of vehicular and pedestrian traffic between Parcel A and Parcel B.

4. Maintenance and Repair. Parcel A Owner and Parcel B Owner shall at all times maintain the Easement Area and all driveways, walkways, and exits and appurtenances thereto as are located on their respective properties in good condition and repair and at the standards applicable to general retail uses in the municipality in which Parcel A and Parcel B are located, including periodic patching, seal coating and resurfacing, as necessary, and each owner shall keep them their respective areas in neat and safe condition free of accumulated paper, debris, other refuse, snow, and ice for the uses and purposes described in this Agreement. Parcel A owner shall keep the dumpster enclosure located within the Trash Storage Area in good condition and repair. Maintenance shall be performed by the owner of the particular property at the owner's expense. Each party shall have the right, but not the duty, to perform any maintenance for which the obligation of performance is imposed on the other party to this Agreement. This right may only be exercised if within 30 days of delivery of written notice to the responsible party, sent by registered or certified mail and describing the maintenance to be performed by the party, the responsible party has continued to fail to perform the maintenance that is the subject of the notice. A party performing maintenance imposed on the other party to this Agreement shall be entitled to reimbursement from the other party upon the performing party's presentation of an invoice for the maintenance cost incurred. If the Parties are unable to agree within ten (10) days of receipt of a written notice by one or the other on the need for the maintenance, then the matter shall be referred, upon either party's request, to arbitration.

5. Nuisances. The Parties shall not allow any nuisance, including but not limited to, speeding, loud music, obnoxious odors, or offensive conduct, to exist or occur within the Easement Area on their respective properties.

6. Indemnification and Hold Harmless. Each party to this Agreement who exercises rights under the easements granted by this Agreement (referred to in this paragraph as the "Dominant Owner") over the lands owned by the other party (referred to in this paragraph as the "Servient Owner") shall indemnify and defend the Servient Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Servient Owner's property (the Servient Property) by the Dominant Owner or its agents, contractors, subcontractors, invitees, or employees.

7. Easement Runs with the Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land, shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective

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successors and assigns as owners of Parcel A and Parcel B, respectively, and are appurtenant to Parcel A and Parcel B and shall not be sold or assigned separately, or severed from Parcel A and Parcel B. The specific parties named as Parcel A Owner and Parcel B Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A or Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

8. Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication or any portion of the Easement Area to the general public for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purposes expressed herein.

9. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

10. Applicable Law. This Easement shall be governed by interpreted and construed in accordance with the laws of the State of Wisconsin. If any provisions hereof, or the application of any provisions hereof to any persons or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to such persons or circumstances, shall not be affected thereby, and each provision of this Easement shall be valid and enforceable to the fullest extent provided by law.

11. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.

12. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

13. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

14. Entire Agreement. This Agreement sets forth the entire understanding of the Parties and may not be changed except by a written document executed and acknowledged by all Parties to this Agreement and duly recorded in the office of the Register of Deeds of Jefferson County, Wisconsin.

15. Arbitration. The Parties agree that if a proper settlement cannot be reached between them on any matter relating to this Agreement, they will submit all matters of

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disagreement to a qualified arbitrator selected by both Parties. A qualified arbitrator means a person knowledgeable in the matter that both Parties agree is qualified. If the Parties cannot agree on one qualified arbitrator, the matter will be submitted to a qualified arbitration committee whose majority decision shall control. Such arbitration committee shall consist of a qualified arbitrator selected by the owner of each of the parcels and the qualified arbitrators so selected shall select an additional arbitrator. A reasonable compensation for the additional qualified arbitrator shall be divided equally between the owners of the two parcels of land."

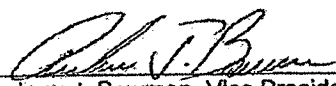
[Signatures page follows]

000186

IN WITNESS WHEREOF, this Reciprocal Easement Agreement is executed as of the date first above written.

PARCEL A OWNER:

STOP-N-GO OF MADISON, INC.

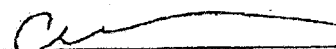


Andrew J. Bowman, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF JEFFERSON)

Personally came before me this 13th day of August, 2009, the above-named Andrew J. Bowman, as the Vice President of Stop-N-Go of Madison, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.



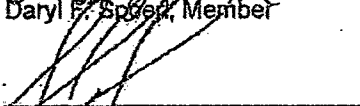
Name: Henry B. Miller
Notary Public, State of WI
My Commission: permanent

000187

PARCEL B OWNER:

SPOERL PROPERTIES, LLC

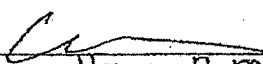

Daryl F. Spoerl, Member


Scott W. Spoerl, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF JEFFERSON)

Personally came before me this 13th day of August, 2009, the above-named Daryl F. Spoerl and Scott W. Spoerl, as the sole members of Spoerl Properties, LLC, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.


Name: Henry B. Miller
Notary Public, State of WI
My Commission: permanent

This agreement was drafted by:
Dan O'Callaghan
Michael Best & Friedrich LLP

Q:\CLIENT\088336\0024\B1976683.1

000188

EXHIBIT A

LEGAL DESCRIPTION

Parcel A

Lot 2 of Certified Survey Map No. 5227 in the City of Fort Atkinson, Jefferson County, Wisconsin.

Parcel B

Lot 1 of Certified Survey Map No. 5227 in the City of Fort Atkinson, Jefferson County, Wisconsin.

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EXHIBIT B

Depiction of Easement Area

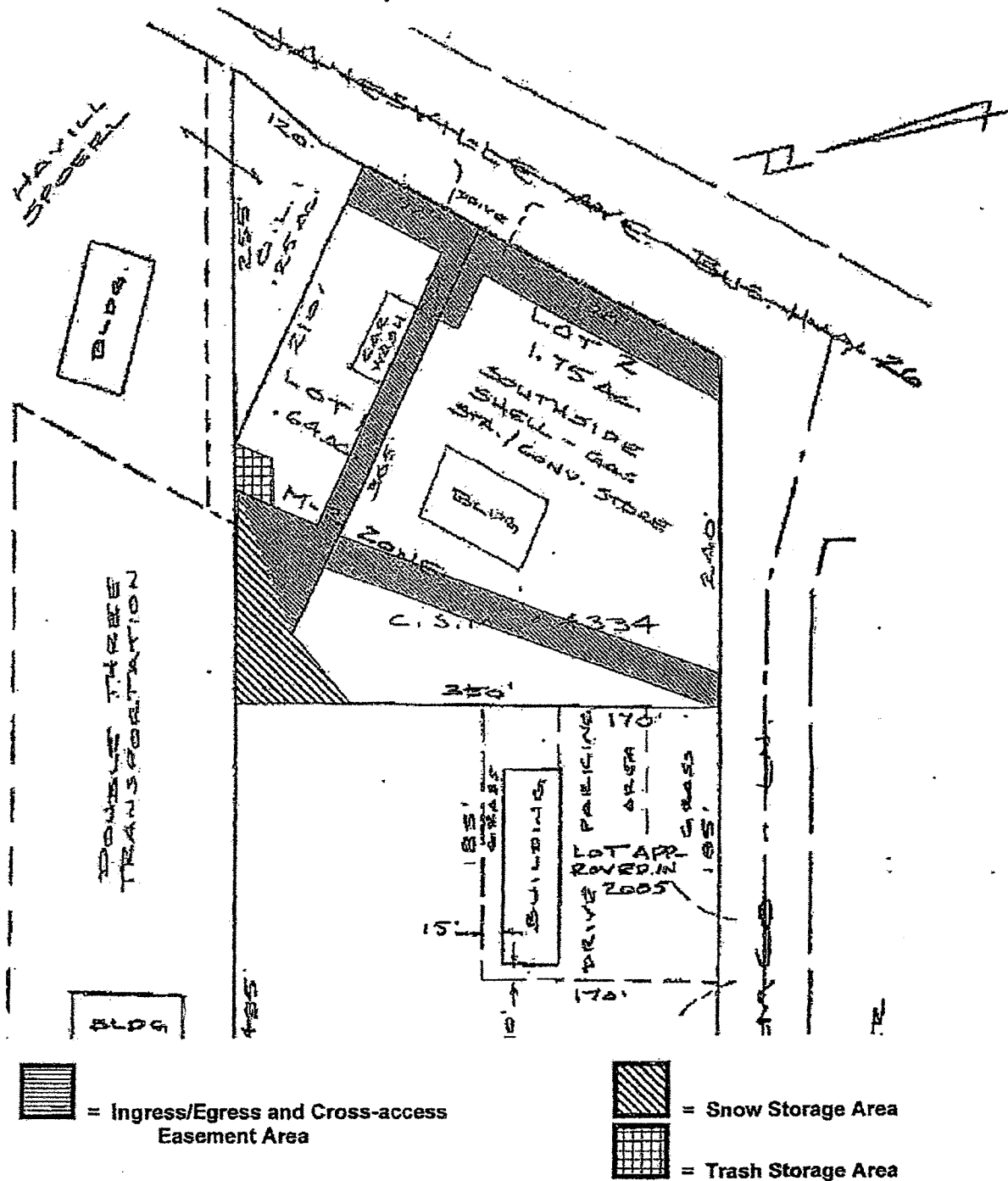


EXHIBIT B-1

Part of Lot 2 of Certified Survey Map No. 5227, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 9, Town 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, bounded and described as follows:

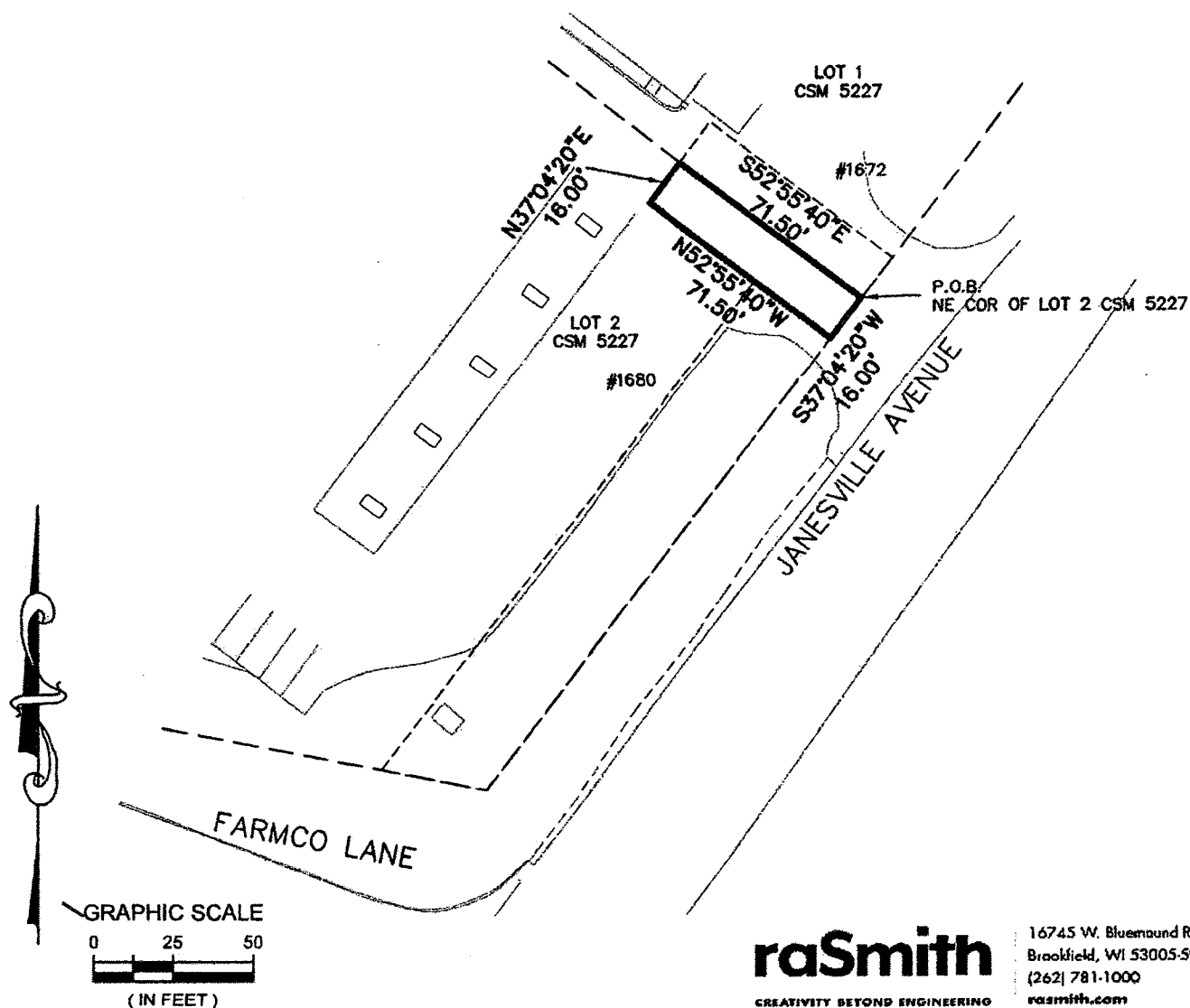
Beginning at the Northeast corner of Lot 2 in said Certified Survey Map; thence South 37° 04' 20" West along the Westerly line of Janesville Avenue 16.00 feet to a point; thence North 52° 55' 40" West 71.50 feet to a point; thence North 37° 04' 20" East 16.00 feet to a point in the Northeasterly line of said Lot 2; thence South 52° 55' 40" East along said Southwesterly line 71.50 feet to the point of beginning.

Said land contains 1,144 square feet.

October 2, 2020

Kwik Trip Inc.

Drawing No. 168158-RMK



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SHEET 1 OF 1

EXHIBIT B-2

Part of Lot 2 of Certified Survey Map No. 5227, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 9, Town 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, bounded and described as follows:

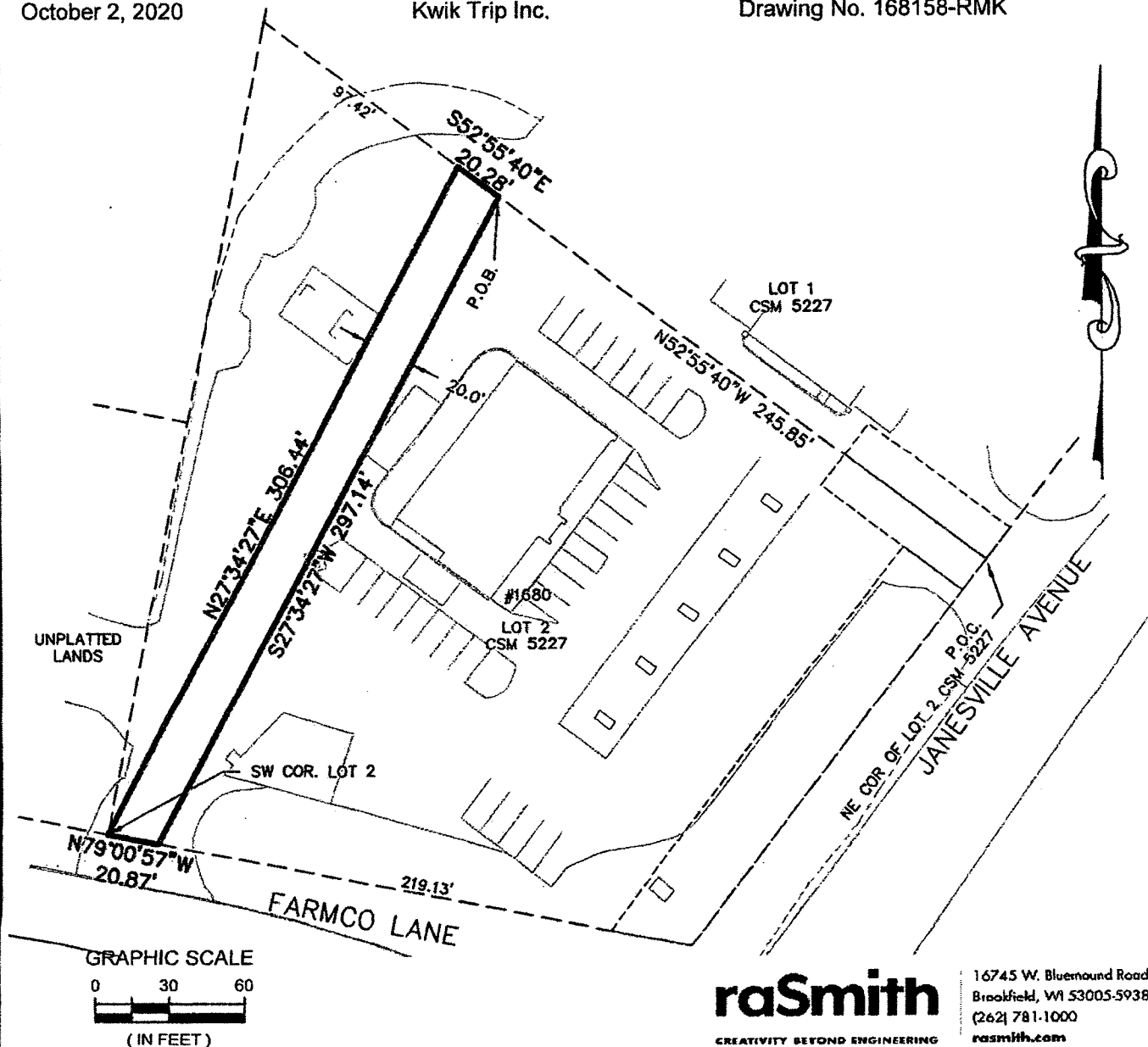
Commencing at the Northeast corner of Lot 2 in said Certified Survey Map; thence North $52^{\circ} 55' 40''$ West along the Northerly line of said Lot 245.85 feet to the point of beginning of lands to be described; thence South $27^{\circ} 34' 27''$ West 297.14 feet to a point in the North line of Farmco Lane; thence North $79^{\circ} 00' 57''$ West along said North line 20.87 feet to the Southwest corner of said Lot 2; thence North $27^{\circ} 34' 27''$ East 306.44 feet to a point on the South line of Lot 1 in said Certified Survey Map; thence South $52^{\circ} 55' 40''$ East along said South line 20.28 feet to the point of beginning.

Said land contains 6.036 square feet.

October 2, 2020

Kwik Trip Inc.

Drawing No. 168158-RMK



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SHEET 1 OF 1

EXHIBIT B-3

Part of Lot 1 of Certified Survey Map No. 5227, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 9, Town 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, bounded and described as follows:

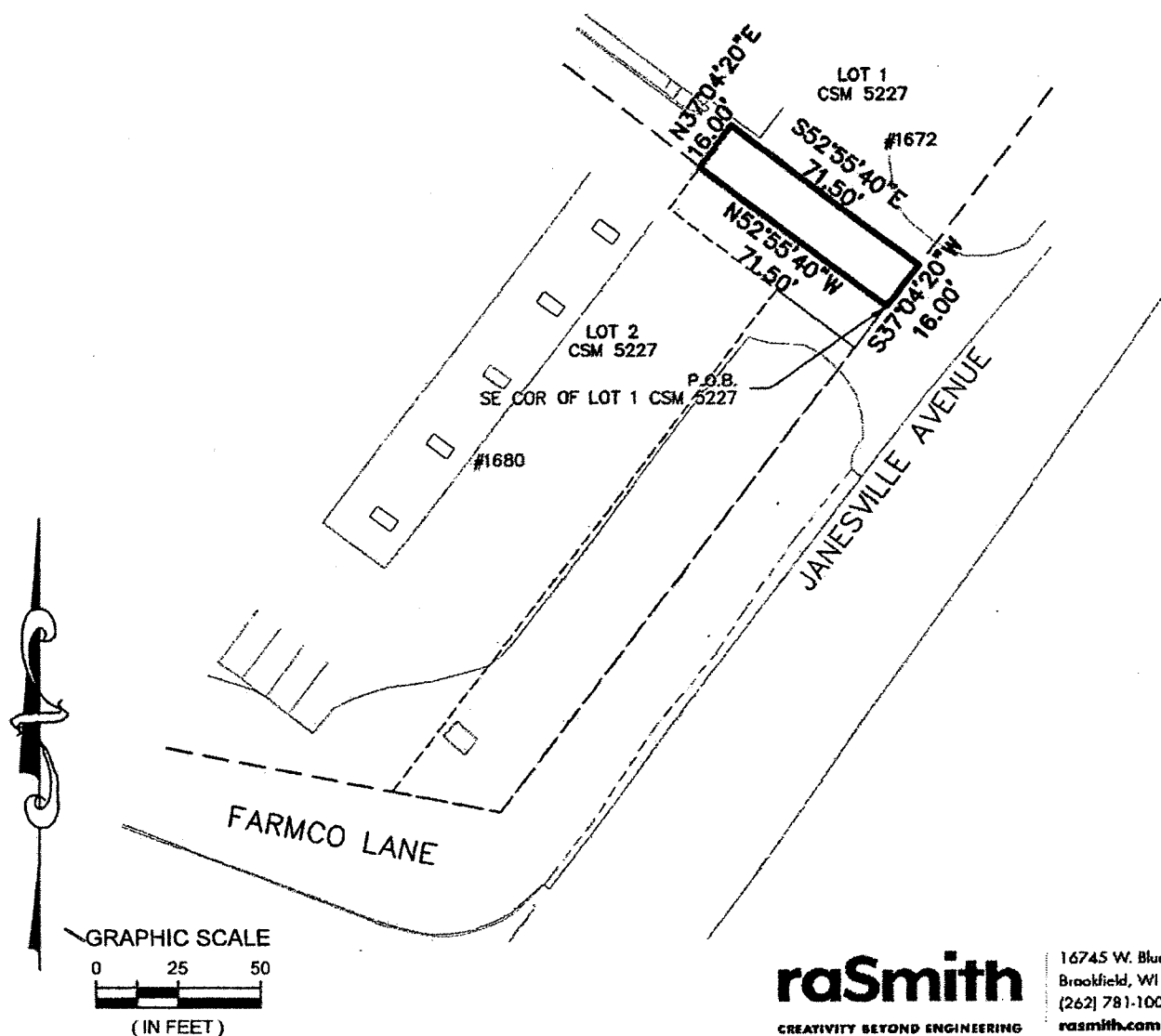
Beginning at the Southeast corner of Lot 1 in said Certified Survey Map; thence North 52° 55' 40" West along the Southerly line of said Lot 71.50 feet to a point; thence North 37° 04' 20" East 16.00 feet to a point; thence South 52° 55' 40" East 71.50 feet to a point in the Westerly line of Janesville Avenue; thence South 37° 04' 20" West along said Westerly line 16.00 feet to the point of beginning.

Said land contains 1,144 square feet.

October 2, 2020

Kwik Trip Inc.

Drawing No. 168158-RMK



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SHEET 1 OF 1

EXHIBIT C

Part of Lot 2 of Certified Survey Map No. 5227, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 9, Town 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, bounded and described as follows:

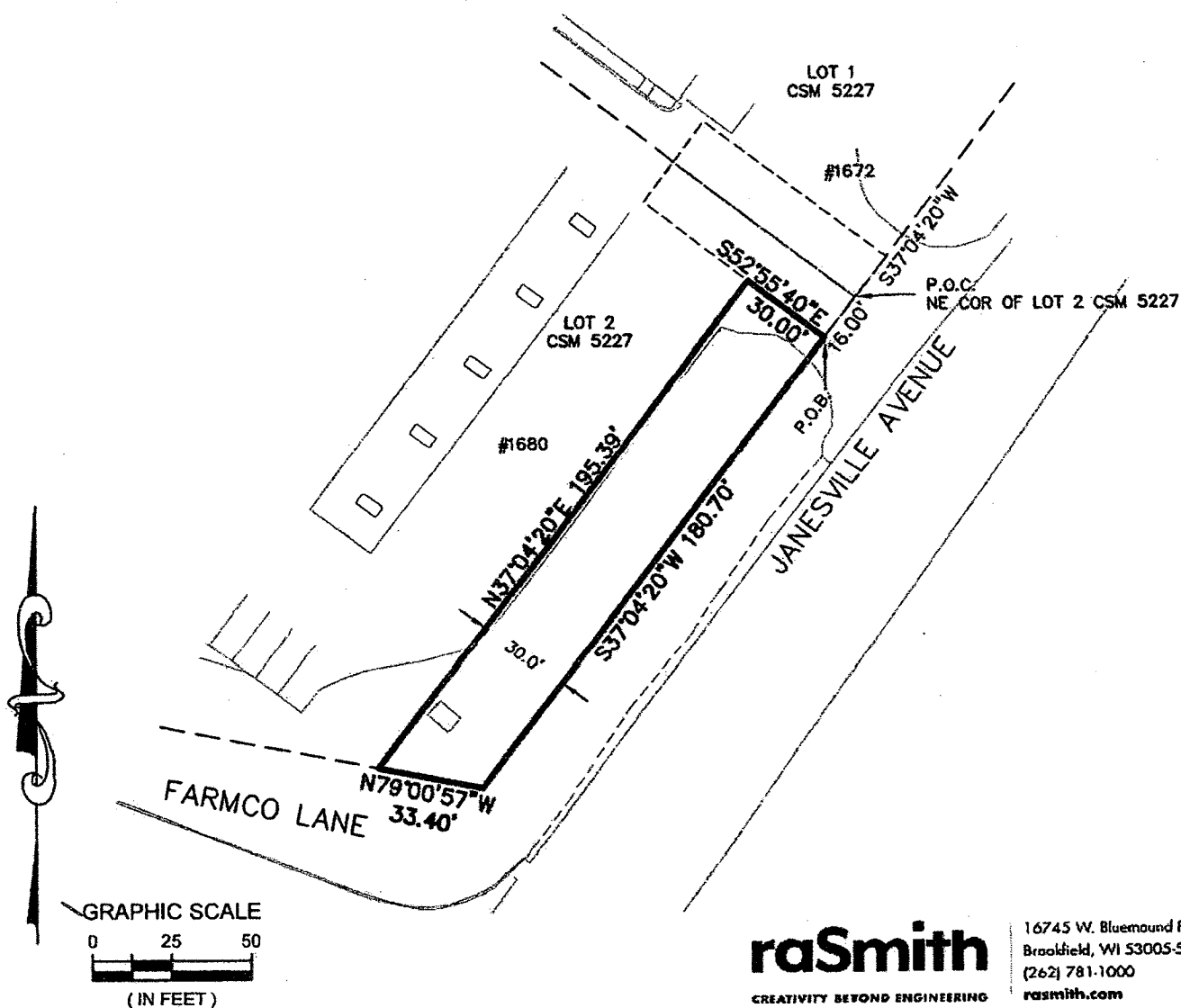
Commencing at the Northeast corner of Lot 2 in said Certified Survey Map; thence South 37° 04' 20" West along the Westerly line of Janesville Avenue 16.00 feet to point the point of beginning of lands to be described; thence continuing South 37° 04' 20" West along said Westerly line 180.70 feet to a point in the North line of Farmco Lane; thence North 79° 00' 57" West along said North line 33.40 feet to a point; thence North 37° 04' 20" East 195.39 feet to a point; thence South 52° 55' 40" East 30.00 feet to the point of beginning.

Said land contains 5,641 square feet.

October 2, 2020

Kwik Trip Inc.

Drawing No. 168158-RMK



raSmith

CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SHEET 1 OF 1

Document Number

**RELEASE OF RIGHT,
TITLE AND INTEREST**

Name and Return Address:

Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

226-0514-0933-019
Parcel Identification Number (PIN)

RELEASE OF RIGHT, TITLE AND INTEREST

The undersigned, Kwik Trip, Inc., a Wisconsin corporation has an interest arising under the existing Affidavit dated August 13, 2009, filed August 17, 2009, in the office of the Register of Deeds for Jefferson County, Wisconsin as Document No. 1264395 ("Affidavit"), a copy of which is attached hereto as Exhibit A. The undersigned, for valuable consideration, the receipt of which is hereby acknowledged, hereby release all of their right, title and interest arising under the Affidavit and said right, title and interest shall terminate effective as of this date.

Dated: _____, 2021.

KWIK TRIP, INC.

By: _____

Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

Personally came before me this _____ day of _____, 2021, the above named _____, _____ of Kwik Trip, Inc., a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

This document was drafted by:
Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

13-
1264395

000158

EXHIBIT A

AFFIDAVIT

Document Number

RECEIVED FOR RECORD
at 1:50 o'clock P.M

AUG 17 2009

REGISTER OF DEEDS
JEFFERSON COUNTY, WI

DARYL F. SPOERL, being duly sworn on oath deposes and says:

(1) That he is the sole member of Daryl F. Spoerl Real Estate, LLC, a Wisconsin limited liability company, hereinafter called "LLC" and said LLC is the owner of certain real estate located at 1250 Farmco Lane, Fort Atkinson, Wisconsin, more particularly described as:

Part of the Southwest $\frac{1}{4}$ of Section 9 and part of the Southeast $\frac{1}{4}$ of Section 8, all in Township 5 North, Range 14 East, City of Fort Atkinson, Jefferson County, Wisconsin, described as follows:

Commencing at a stone monument marking the Southwest corner of said Section 9 aforesaid; thence East along the South line of Section 9, 168.92 feet to the centerline of STH "26"; thence North $37^{\circ} 08'$ East, 378.34 feet along said centerline for a place of beginning; thence continuing North $37^{\circ} 08'$ East along said centerline, 394.38 feet to a point; thence North $79^{\circ} 15'$ West, 925.34 feet to the Easterly line of the right-of-way of the Chicago & Northwestern Railway; thence South $28^{\circ} 16'$ West, 364.74 feet along the Easterly line of said right-of-way to a point; thence South $78^{\circ} 51'$ East, 861.92 feet to the place of beginning.

Recording Area

Name and Return Address

Miller Law Office
P.O. Box 417
Jefferson, WI 53549

226-0514-0933-010 and
226-0514-0933-017

Parcel Identification Number (PIN)

EXCEPTING AND RESERVING THEREFROM a strip of land 33 Feet in width along the entire Easterly boundary for public highway purposes.

FURTHER EXCEPTING THEREFROM lands conveyed to State of Wisconsin, Department of Transportation by Deed recorded on January 31, 1989 in Volume 730 of Records on Page 116, as Document Number 848270.

FURTHER EXCEPTING Lot 1 of Certified Survey Map No. 4334 recorded October 31, 2002, in Volume 21 of Certified Surveys of Jefferson County at Pages 265 and 266 as Document No. 1099393, being a part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, T5N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin.

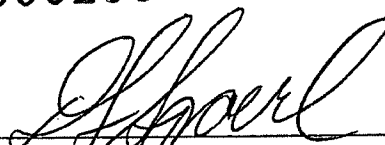
(2) That Woodman & Associates, S.C. prepared a certain ALTA Survey dated July 31, 2009, for the parcel to be known as Lot 2, Certified Survey Map No. 5827 recorded in Volume 28 of Certified Surveys on Pages 135 and 136 as Document No. 1264393, being a part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 9, Township 5 North, Range 14 East, City of Fort Atkinson, Jefferson County, Wisconsin, which Survey showed a so-called "gravel drive to adjacent parcel."

(3) That the LLC's property described in paragraph 1 above is said "adjacent parcel" and has its own direct access from Farmco Lane.

(4) That said so-called "gravel drive to adjacent parcel" has been used by LLC merely as an accommodation between related entities and LLC, on its own behalf and on behalf of its successors and assigns, claims no right to it as an accessway.

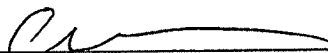
000159

Dated this 13th day of August, 2009.


Daryl F. Spoerl

STATE OF WISCONSIN)
) SS
JEFFERSON COUNTY)

Personally came before me this 13th day of August, 2009, the above named Daryl F. Spoerl, to me known to be the person who executed the foregoing instrument and acknowledged the same.

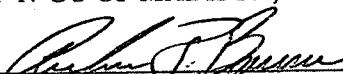

Henry B. Miller
Notary Public, State of Wisconsin
My Commission: permanent

ACKNOWLEDGMENT AND CONSENT

The undersigned owner of Lot 2, Certified Survey Map No. 5297 hereby acknowledges the existence of the gravel drive referenced in the Affidavit to which this Acknowledgment and Consent is attached and hereby consents to the continued use of the gravel drive until such time as the undersigned, or its successors or assigns, directs that the use be discontinued or until such time as Lot 2 is reconfigured in such a way as to preclude the continued use of the gravel drive.


Dated this 13th day of August, 2009.

STOP-N-GO OF MADISON, INC.

By: 
Andrew J. Bowman, Vice President

STATE OF WISCONSIN)
) SS
JEFFERSON COUNTY)

Personally came before me this 13th day of August, 2009, the above named Andrew J. Bowman, the Vice President of Stop-N-Go of Madison, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.


Henry B. Miller
Notary Public, State of Wisconsin
My Commission: permanent

This document was drafted by:
Attorney Henry B. Miller
Jefferson, WI 53549

Document Number

RELEASE OF UTILITY EASEMENT

Name and Return Address:

Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

226-0514-0933-017
Parcel Identification Number (PIN)

RELEASE OF UTILITY EASEMENT

The undersigned, Kwik Trip, Inc., a Wisconsin corporation has an interest arising under the existing Utility Easement dated November 25, 2020, filed December 3, 2020, in the office of the Register of Deeds for Jefferson County, Wisconsin as Document No. 1436204 ("Easement"), a copy of which is attached hereto as Exhibit A. The undersigned, for valuable consideration, the receipt of which is hereby acknowledged, hereby release all of their right, title and interest arising under the Easement and said Easement shall terminate effective as of this date.

Dated: _____, 2021.

KWIK TRIP, INC.

By: _____

Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

Personally came before me this _____ day of _____, 2021, the above named _____, _____ of Kwik Trip, Inc., a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

This document was drafted by:
Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

EXHIBIT A

1436204

Office of Register of Deeds
Jefferson County, WI
RECEIVED FOR RECORD
12/03/2020 10:14:25 AM
Staci M. Hoffman

Total Pages: 5

REC FEE: 30.00

TRANSFER FEE:

EXEMPT #

****The above recording information
verifies that this document has
been electronically recorded
and returned to the submitter****

Document Number

UTILITY EASEMENT

Name and Return Address:

Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

226-0514-0933-017

Parcel Identification Number (PIN)

UTILITY EASEMENT

For good and valuable consideration, the receipt of which is acknowledged, Spoerl Properties, LLC, a Wisconsin limited liability company ("Grantor") grants and conveys to Stop-N-Go of Madison, Inc., a Wisconsin corporation ("Grantee"), a permanent, non-exclusive utility easement, legally described and depicted on the attached Exhibit A ("Easement Property").

1. Grantor hereby grants and conveys to Grantee, for the benefit of Grantee, a permanent, non-exclusive utility easement, together with the right to enter upon the Easement Property, as may be necessary for such purposes.
2. Grantor agrees to maintain, operate, supplement and/or remove the gas and water lines running through the Easement Property, including the necessary underground and above-ground associated facilities, accessories and appurtenances in and through the Easement Property.
3. Grantor reserves the right to utilize the Easement Property for any purpose that will not materially interfere with the rights granted by Grantor to Grantee. Such use by Grantee of the Easement Property shall not unreasonably interfere with Grantor's use and enjoyment of Grantor's Property, including the Easement Property.
4. Following any entry upon the Easement Property by the Grantee or its contractors for the purposes set forth in Paragraph 2 above, the Grantee agrees to promptly restore the surface to the condition existing immediately prior to such entry by the Grantee or its agents.
5. Grantor warrants that it has good title to the Easement Property and full right and authority to grant the foregoing easement.
6. This Easement shall run with the land and be binding on, and inure to the benefit of, the assigns and successors in interest of Grantor and Grantee.

[Signature Pages Follow]

Dated: _____, 2020.

GRANTOR:
SPOERL PROPERTIES, LLC

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me on _____, 2020, the above named _____ of Spoerl Properties, LLC, a Wisconsin limited liability company and to be the person who executed the foregoing instrument and acknowledged the same.

Notary public, _____ County, Wisconsin
My commission: _____

GRANTEE:
STOP-N-GO OF MADISON, INC.

By: *Andrew J. Brown*

Its: *President*

STATE OF WISCONSIN)
) ss.
COUNTY OF *Dane*)

Personally came before me on *11.2.17*, 2020, the above named *Andrew J. Brown* the *President* of Stop-N-Go of Madison, Inc., a Wisconsin corporation and to be the person who executed the foregoing instrument and acknowledged the same.

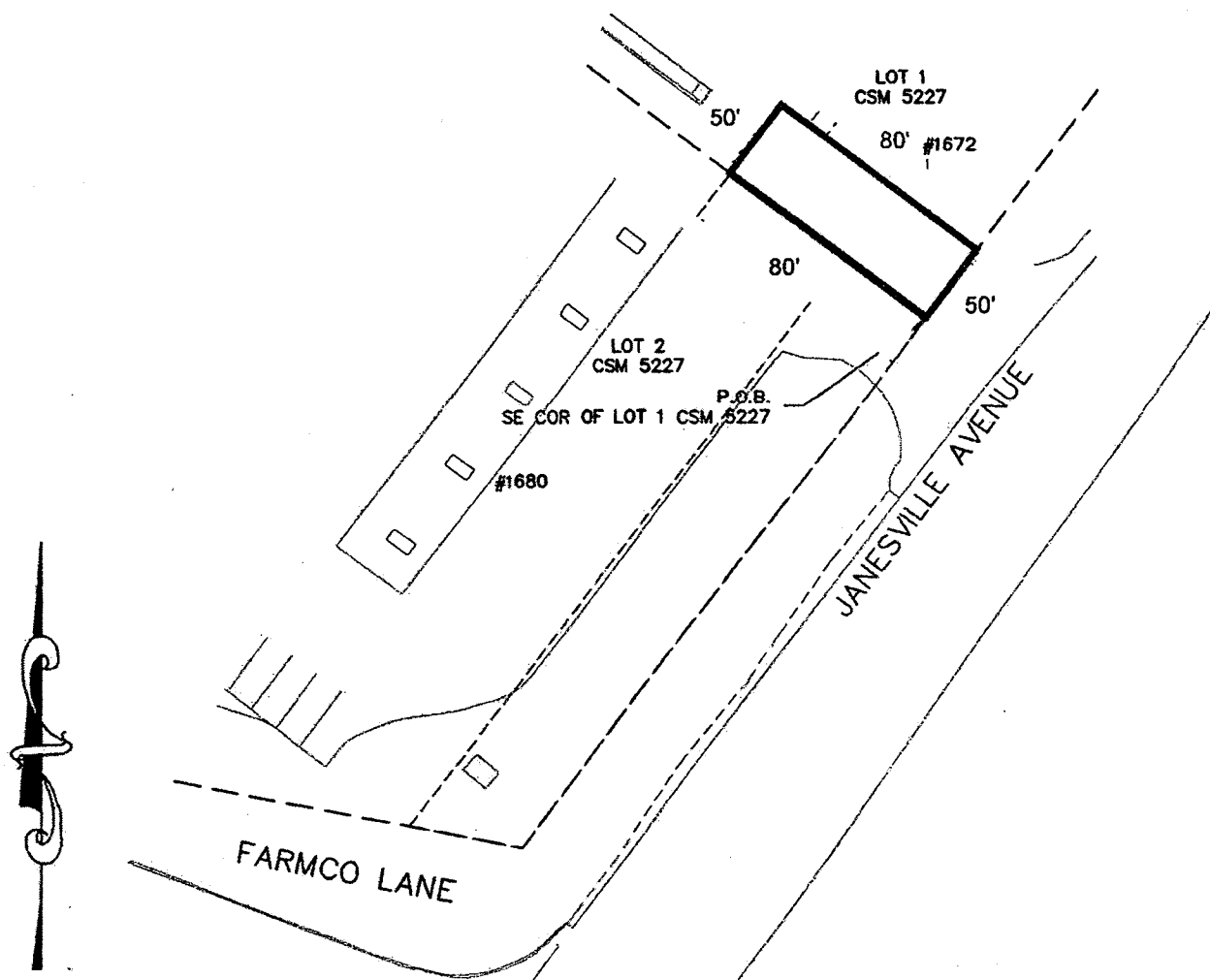
SARA J BROWN
NOTARY PUBLIC
STATE OF WISCONSIN

Sara J Brown
Notary public, *Dane* County, Wisconsin
My commission: *7/9/2023*

Document drafted by:
Thomas E. Reinhart, Attorney at law
P.O. Box 2107
La Crosse, WI 54602-2107

EXHIBIT A

Part of Lot 1 of Certified Survey Map No. 5227, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 9, Town 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, bounded and described as follows: Beginning at the Southeast corner of Lot 1 in said Certified Survey Map; thence Northwesterly along the South line 80 feet; thence Northeasterly 50 feet; thence Southeasterly 80 feet to the Westerly line of Janesville Avenue; thence Southwesterly 50 feet to the point of beginning.



Storm Water Management Practice Maintenance Agreement

Document Number

Kwik Trip, Inc., a Wisconsin corporation, as “Owner(s)” of the property described below, in accordance with the City of Fort Atkinson Storm Water Management and Erosion Control Ordinance, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans dated April 22, 2021 on file with the City of Fort Atkinson Engineer. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies (“Property”).

Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Note: After construction verification has been accepted by the City of Fort Atkinson, for all planned storm water management practices, this agreement shall be recorded by the Owner showing design and construction details. An addendum(s) may contain several additional exhibits, including certification by City of Fort Atkinson of Storm Water and Erosion Control Permit termination, as described below.

Name and Return Address

Tax Parcel Nos. 226-0514-0933-010; 226-0514-0933-17; 226-0514-0933-019 AND PART OF 226-0514-0844-002

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The current Owner(s) shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit B.
2. The Owner(s) shall, at their own expense, complete inspections of the storm water management practices at the time intervals listed in Exhibit C, and conduct the inspections by a qualified professional, file the reports with the City of Fort Atkinson after each inspection and complete any maintenance or repair work recommended in the report. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs. After the work is completed by the Contractor, the qualified professional shall verify that the work was properly completed and submit the follow-up report to the City within 30 days.
3. In addition, and independent of the requirements under paragraph 2 above, the City of Fort Atkinson, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The City of Fort Atkinson may require work to be done which differs from the report described in paragraph 3 above, if the City of Fort Atkinson reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the City of Fort Atkinson of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Fort Atkinson.
4. If the Owner(s) do not complete an inspection under 2. above or required maintenance or repairs under 3. above within the specified time period, the City of Fort Atkinson is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the City of Fort Atkinson, no notice shall be required prior to the City of Fort Atkinson performing emergency maintenance or repairs. The City of Fort Atkinson may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
5. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns and the City of Fort Atkinson shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

Dated this ____ day of _____, 2021.

Owner:

Kwik Trip, Inc., a Wisconsin corporation

Acknowledgements

State of Wisconsin:
County of La Crosse

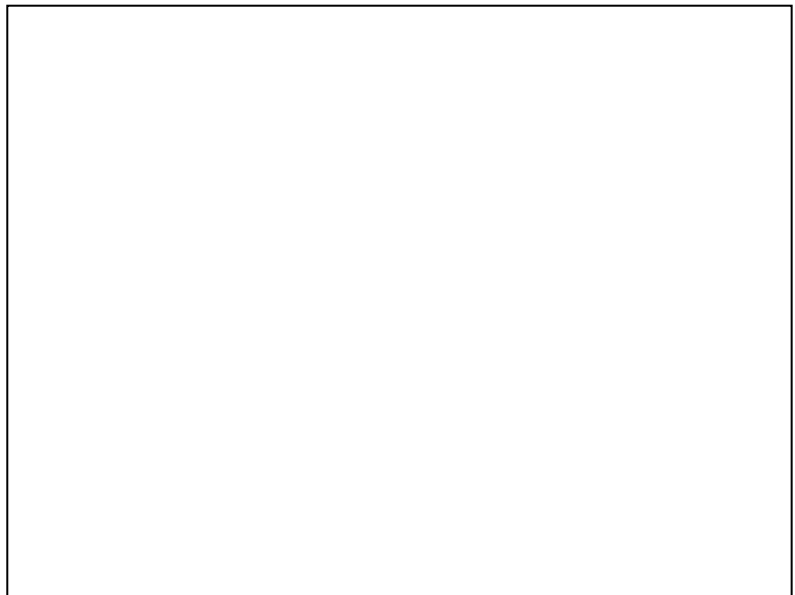
Personally came before me this ____ day of _____, 2021, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____.

Notary Public, La Crosse County, WI

My commission expires:_____.

This document was drafted by:



City of Fort Atkinson Council Approval

Dated this ____ day of _____, 2021.

Acknowledgements

State of Wisconsin:

County of Fort Atkinson

Personally came before me this ____ day of _____, 2021, the above named

to me known to be the person who executed the foregoing instrument and
acknowledged the same.

_____.

Notary Public, Fort Atkinson County, WI

My commission expires:_____.

EXHIBIT A

Part of Lot 1 in Certified Survey Map No. _____, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 8 and the Southwest 1/4 of the Southwest 1/4 of Section 9, all in Township 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Lot 1; thence North 77° 24' 30" West along the North line of Farmco Lane 219.27 feet to the point of beginning of lands to be described; thence continuing North 77° 24' 30" West along said North line 102.37 feet to a point; thence North 10° 41' 29" West 25.55 feet to a point; thence North 12° 35' 30" East 100.62 feet to a point; thence South 77° 47' 55" East 40.22 feet to a point; thence South 51° 09' 59" East 98.96 feet to a point; thence South 09° 46' 13" West 18.70 feet to a point; thence South 37° 29' 21" West 41.41 feet to a point; thence South 12° 35' 30" West 24.36 feet to the point of beginning.

Said land contains 13,288 square feet or 0.3051 acres.

ALSO:

Part of Lot 1 in Certified Survey Map No. _____, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 8 and the Southwest 1/4 of the Southwest 1/4 of Section 9, all in Township 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Lot 1; thence North 38° 40' 47" East along the West line of Janesville Road 214.70 feet to a point; thence North 51° 19' 13" West 36.39 feet to the point of beginning of lands to be described; thence continuing thence North 51° 19' 13" West 183.10 feet to a point; thence North 38° 40' 47" East 27.00 feet to a point; thence South 69° 10' 54" East 53.70 feet to a point; thence South 54° 44' 22" East 132.23 feet to a point; thence South 38° 40' 47" West 51.35 feet to the point of beginning.

Said land contains 8,058 square feet or 0.1850 acres.

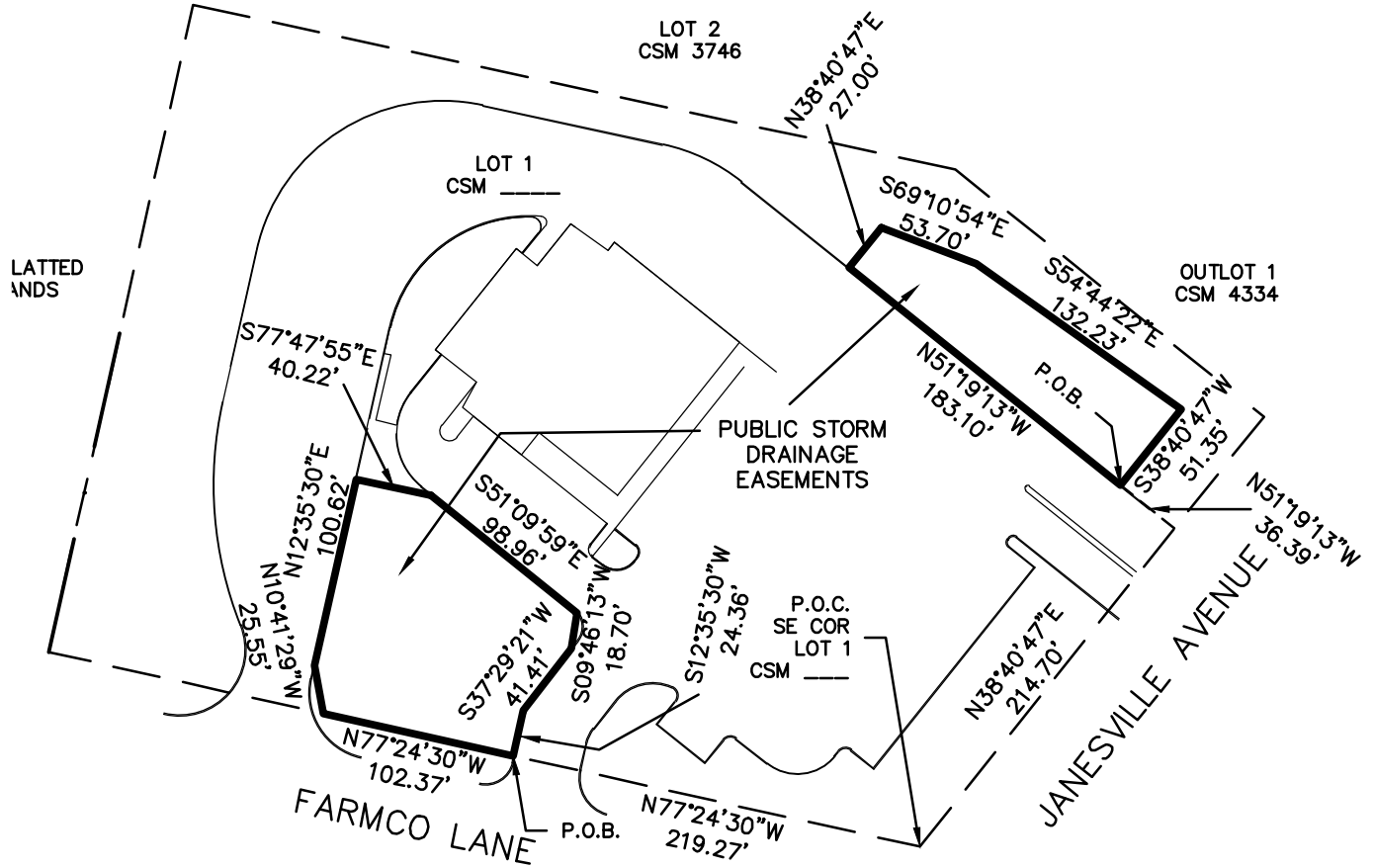
May 28, 2021

Drawing No. 168158-RMK

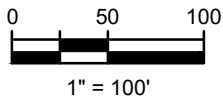
raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

EXHIBIT B



GRAPHIC SCALE



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

Post Construction Long Term Maintenance Plan for
Kwik Trip #1506: Fort Atkinson, WI

System Description:

The site consists of a series of storm water conveyances through sheet draining, piping and catch basins. Runoff accumulated onsite will flow to the wet pond in the southern portion of the property. Runoff gathered from neighboring locations will enter at the northeastern corner of the property and enter the storm system through an apron at the riprapped ditch line. After the wet pond, runoff will exit the system in the northwest corner of the property where it will eventually find its way to the Rock River.

System Maintenance**Catch Basin / Manhole and Oil Skimmer**

- The facility structure should be checked annually for signs of damage and cracks to top slab, walls and bottom.
- The structure's cover or grate should be fully in place.
- Metal grates shall be free of debris and vegetation.
- Grates should be checked for missing or broken members of the grate.
- Ladder should be inspected for missing rungs, wall attachments, rust, cracks or sharp edges.
- The structure bottom and pipes should be clear of vegetation and debris.
- Remove sediment when it is within 12 inches from the lowest pipe invert or 50% of sump depth.

Trench Drain

- The facility structure should be checked annually for signs of damage and cracks to top grate.
- The structure bottom and walls to be checked for cracks.
- Metal grates shall be free of debris and vegetation.
- Grates should be checked for missing or broken members of the grate.
- The structure bottom and pipes should be clear of sediment and debris.

OUR MISSION

To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.

Outflow Control Structures

- The facility structure should be checked annually for signs of damage and cracks to top slab, walls and bottom.
- The structure cover or grate should be fully in place.
- Metal grates shall be free of debris and vegetation.
- Grates should be checked for missing or broken members of the grate.
- Ladder should be inspected for missing rungs, wall attachments, misalignment, rust, cracks or sharp edges.
- Removed debris from interior trash rack (if present).
- The connection of the interior steel plates to the structure should be inspected for cracks.
- The structure bottom and pipes should be clear of vegetation and debris.
- Remove sediment when it is within 12 inches from the lowest pipe invert.

Curb Cuts / Sidewalk Flume

- The facility structure should be checked annually for signs of damage.
- The curb cut and flume should be free of debris.
- Inspect for erosion around the facility.
- Inspect for sediment accumulation at the ends of the flume.

Apron and Riprap

- The facility structure should be checked annually for signs of damage to apron.
- The end of pipe, apron and surrounding riprap should be free of debris.
- Inspect for erosion around apron.
- Inspect for erosion and sediment accumulation within the riprap.

Ditches and Swales

- The facility should be checked annually for signs of erosion, vegetation loss, side slopes and channelization of the flow.
- Area should be free of any standing water.
- The grass should not be allowed to grow greater than 8" in height and shall not be cut any shorter than 2 inches.
- Keep all areas free of debris.
- Remove cuttings if necessary.
- Remove sediment by hand with a flat-bottomed shovel during dry periods if present.

- Remove only the amount of sediment necessary to restore hydraulic capacity, leaving as much of the vegetation in place as possible. Reseed or unplug any damaged turf or vegetation.

Storm Detention Areas/Wet Ponds

- The facility should be checked annually for signs of erosion or bare soil along the perimeter, inlet pipe or swale, side slopes and at the inlet/outlet devices.
- Remove any dead or invasive vegetation and trees.
- Keep all areas free of debris.
- Remove sediment by hand with a flat-bottomed shovel during dry periods. Remove only the amount of sediment necessary to restore hydraulic capacity, leaving as much of the vegetation in place as possible. Reseed or unplug any damaged turf or vegetation.

**NOTE

- Some sediment may contain contaminants that requires special disposal. If there is uncertainty about what the sediment contains or it is known to contain contaminants, the Department of Natural Resources should be consulted through Kwik Trip's Environmental Department. Generally, special attention or sampling should be given to sediment accumulated in fueling areas, large parking lots, or other areas where pollutants (other than clean soil) are suspected to accumulate and be conveyed by storm runoff.
- Some sediment collected may be free of pollutants and can be used as fill material. It is vital that this material not be placed in any way that will promote or allow re-suspension in the storm runoff.

Tasks	Street Clean	Underground Storm Sewer System	Catch Basin	Ditches & Swales	Outflow Control Structures	Apron/ Rip Rap	Infiltrations Basins	Storm Detention Areas	Wetland Issues	Schedule
Inspection		X	X	X	X	X	X	X	X	Annual
Clean Streets	X									Annual
Mowing				X			X	X		0-2 times per year
System Clean Out		X								1 Time per 4 years



Kwik Trip Stormwater BMP Inspection

Store #: 1506

Number of BMPs: _____

Location (City, State): Fort Atkinson, WI

Weather: _____

Inspection date: _____

Inspection By: _____

Inspection Results:

<u>Maintenance Required:</u>	YES	NO	N/A	<u>Maintenance Required:</u>	YES	NO	N/A
Infall Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Woody Vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outfall Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sparse/Weedy Vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlet Structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Infiltration Failure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Depth/Sediment Accumulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Algae	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Basin Liner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Invasive Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Shelf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Permanent Pool Leve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Structures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other			

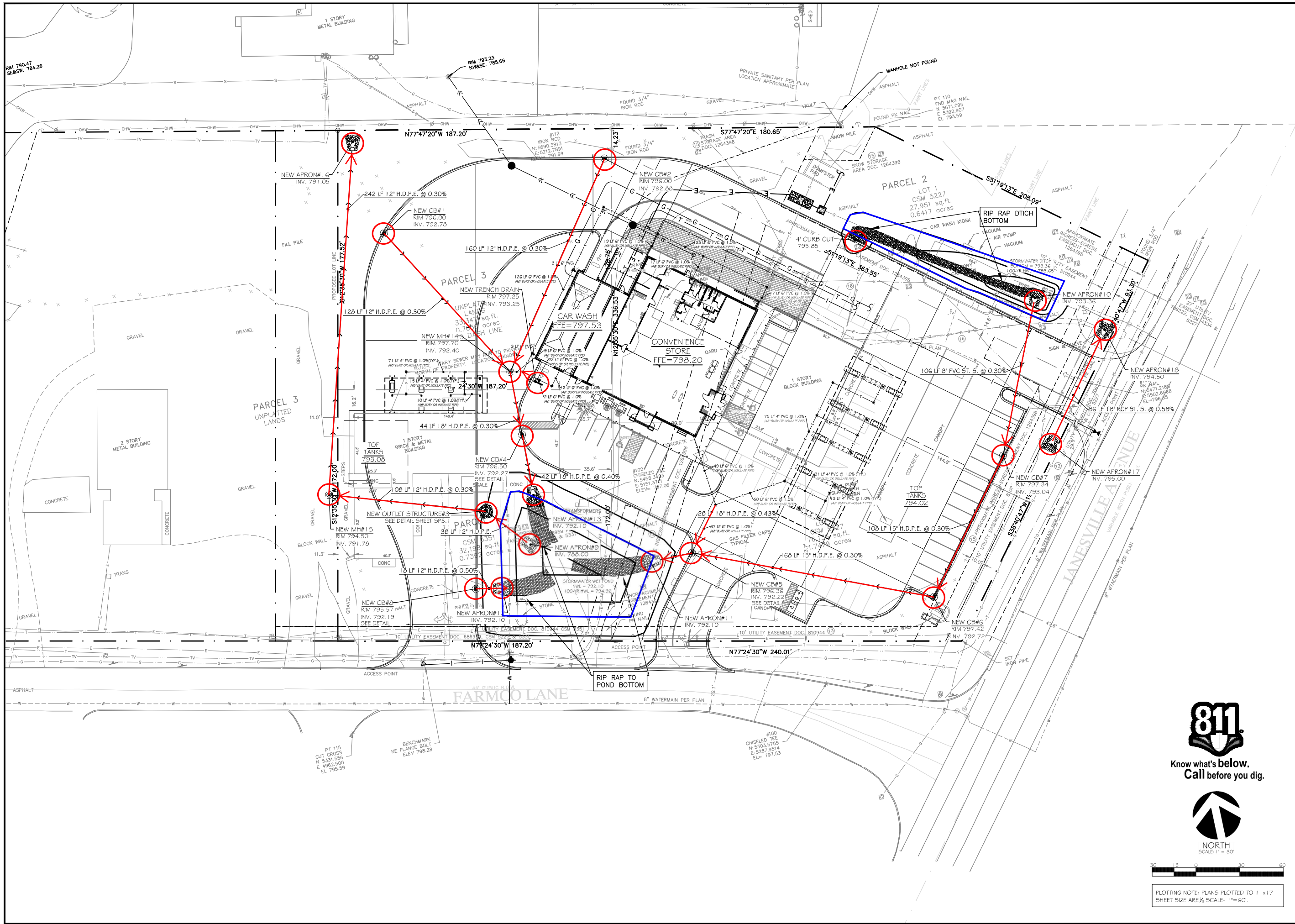
Attach pictures on last page

Communication Notes

Phone ☐ Fax ☐ Written ☐ E-Mail ☐ Personal Discussion ☐

To whom: _____

Comments: _____



Know what's below.
Call before you dig.



NORTH

SCALE: 1" = 30'

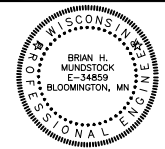


PLOTTING NOTE: PLANS PLOTTED TO 11x17
SHEET SIZE ARE 1/2" SCALE. 1"=60'.

**Kwik
TRIP**

**Kwik
Star**

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960



STORM SEWER PLAN

CONVENIENCE STORE 1506

FORT ATKINSON, WISCONSIN

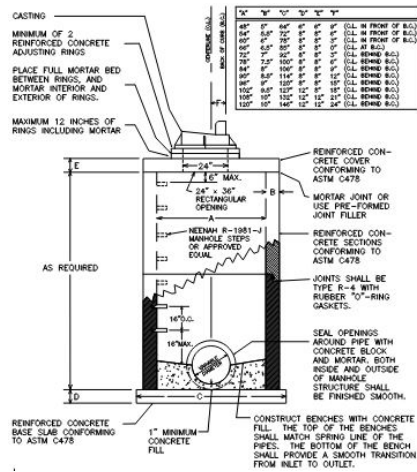
NO.	DATE	DESCRIPTION
1	3/12/21	COMMENTS

DRAWN BY	GRAPHIC
PROJ. NO.	21-1506
DATE	02MAR2021
SHEET	SP3

NOTES 21-004 PLY T.K.

Structure

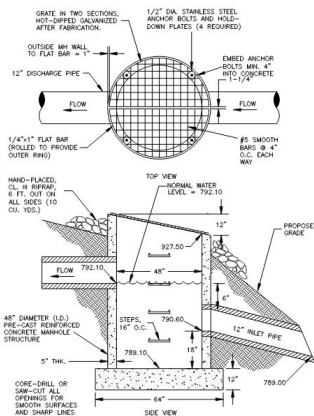
Quantity: 10



- Casting
- Adjustment rings and mortar
- Concrete cover and mortar
- Steps (if present), wall and floor
- Pipes and seals
- If sediment is present, use a rod to determine depth and if it needs to be removed

Outlet Structure

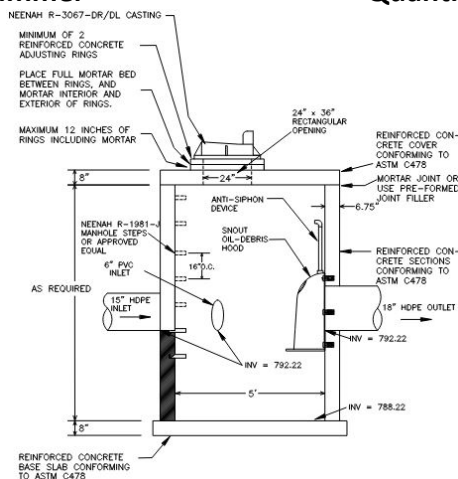
Quantity: 01



- Castings
- Walls and steel plate connection
- Orifice
- Floor condition and plate connection
- Pipes and seals

Oil Skimmer

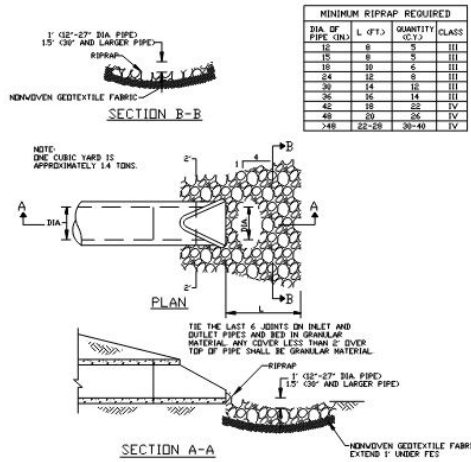
Quantity: 03



- Casting
- Adjustment rings and mortar
- Concrete cover and mortar
- Steps (if present), wall and floor
- Pipes, snout and seals
- If sediment is present, use a rod to determine depth and if it needs to be removed

Apron End Wall / Riprap

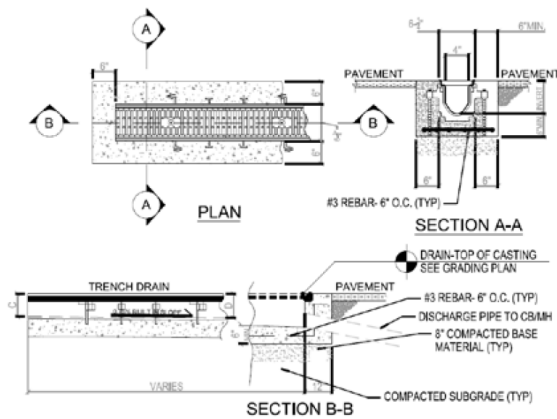
Quantity: 05



- Pipe Invert
- Apron end wall
- Riprap

Trench Drain

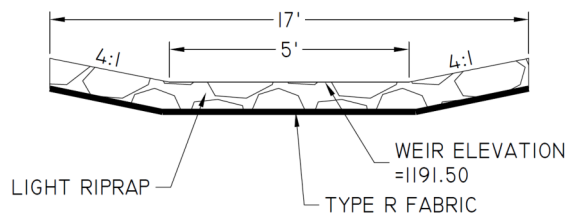
Quantity: 01



- Casting
- Surrounding concrete / pavement
- Trench condition
- Pipes and seals
- Sediment depth

Outfall / Overflow

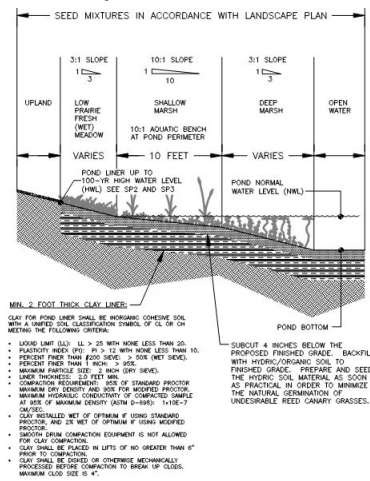
Quantity: 01



- Sides
- Sediment depth
- Signs of erosion

Detention Basin / Wet Pond

Quantity: 01



- Vegetation (weeds or bare spots)
- Sediment depth / odor
- Erosion
- Emergency spill way
- Side Slopes



Photos Before Maintenance

Photos After Maintenance

Structure:	
Structure:	
Structure:	

Document Number

**STORMWATER OVERLAND
FLOW EASEMENT**

Name and Return Address:

Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

226-0514-0933-010; 226-0514-0933-017;
226-0514-0933-019; 226-0514-0844-002
Parcel Identification Number (PIN)

STORMWATER OVERLAND FLOW EASEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Daryl F. Spoerl Real Estate, LLC, a Wisconsin limited liability company ("Grantor") grants and conveys to Kwik Trip, Inc., a Wisconsin corporation ("Kwik Trip") ("Grantee") a permanent non-exclusive stormwater overland flow easement, legally described and depicted on the attached Exhibit A ("Easement Property").

1. Grantor hereby grants and conveys to Grantee, for the benefit of the Grantee, a permanent, non-exclusive utility easement for stormwater overland flow purposes, together with the right to enter upon the Easement Property, as may be necessary for such purposes.

2. Grantee shall construct a swale trench in and through the Easement Property and Grantee agrees to maintain, operate, supplement and/or remove the stormwater overland flow facilities, including the necessary underground and above-ground associated facilities, accessories and appurtenances in and through the Easement Property. Grantee shall be responsible for all future maintenance and repairs to the facilities. In the event that Grantor requests to relocate the Easement Property for future development purposes, Grantor shall be responsible for such relocation and all costs thereof.

3. Grantor reserves the right to utilize the Easement Property for any purpose that will not materially interfere with the rights granted by Grantor to Grantee, including but not limited to the use of the Easement Property for pavement, curb and gutter. Such use by Grantee of the Easement Property shall not interfere with Grantor's use and enjoyment of Grantor's Property and access thereto, including the Easement Property.

4. Following any entry upon the Easement Property by the Grantee or its contractors for the purposes set forth in Paragraph 2 above, the Grantee agrees to promptly restore the surface to the condition existing immediately prior to such entry by the Grantee or its agents.

6. Grantor warrants that it has good title to the Easement Property and full right and authority to grant the foregoing easement.

7. This Public Sanitary Sewer Easement shall run with the land and be binding on, and inure to the benefit of, the assigns and successors in interest of Grantor and Grantee.

[Signature Pages Follow]

Dated: _____, 2021.

GRANTOR:
DARYL F. SPOERL REAL ESTATE, LLC

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____, 2021, the above named _____, _____ of Daryl F. Spoerl Real Estate, LLC, a Wisconsin limited liability company and to be the person who executed the foregoing instrument and acknowledged the same.

Notary public, _____ County, Wisconsin
My commission: _____

GRANTEE:
KWIK TRIP, INC.

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me on _____, 2021, the above named _____, _____ of Kwik Trip, Inc., a Wisconsin corporation and to be the person who executed the foregoing instrument and acknowledged the same.

Notary public, La Crosse County, Wisconsin
My commission: _____

This document was drafted by:
Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

EXHIBIT A

EASEMENT PROPERTY

Part of the Southeast 1/4 of the Southeast 1/4 of Section 8, being in Township 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of Lot 2 in Certified Survey Map No. 5227; thence North 51° 19' 13" West along said Lot 2 a distance of 208.09 feet to a point in the South line of Lot 1 in Certified Survey Map No. 3746; thence North 77° 47' 20" West along said South line 410.61 feet to the point of beginning of lands to be described; thence South 12° 35' 30" West 25.00 feet to a point; thence North 77° 47' 20" West 135.57 feet to a point; thence South 30° 07' 35" West 77.01 feet to a point; thence North 59° 52' 25" West 25.00 feet to a point; thence North 30° 07' 35" East 95.21 feet to a point in the South line of Lot 1 in Certified Survey Map No. 3746; thence South 77° 47' 20" East along said South line 153.93 feet to the point of beginning.

See attached depiction of the Easement Property.

EXHIBIT

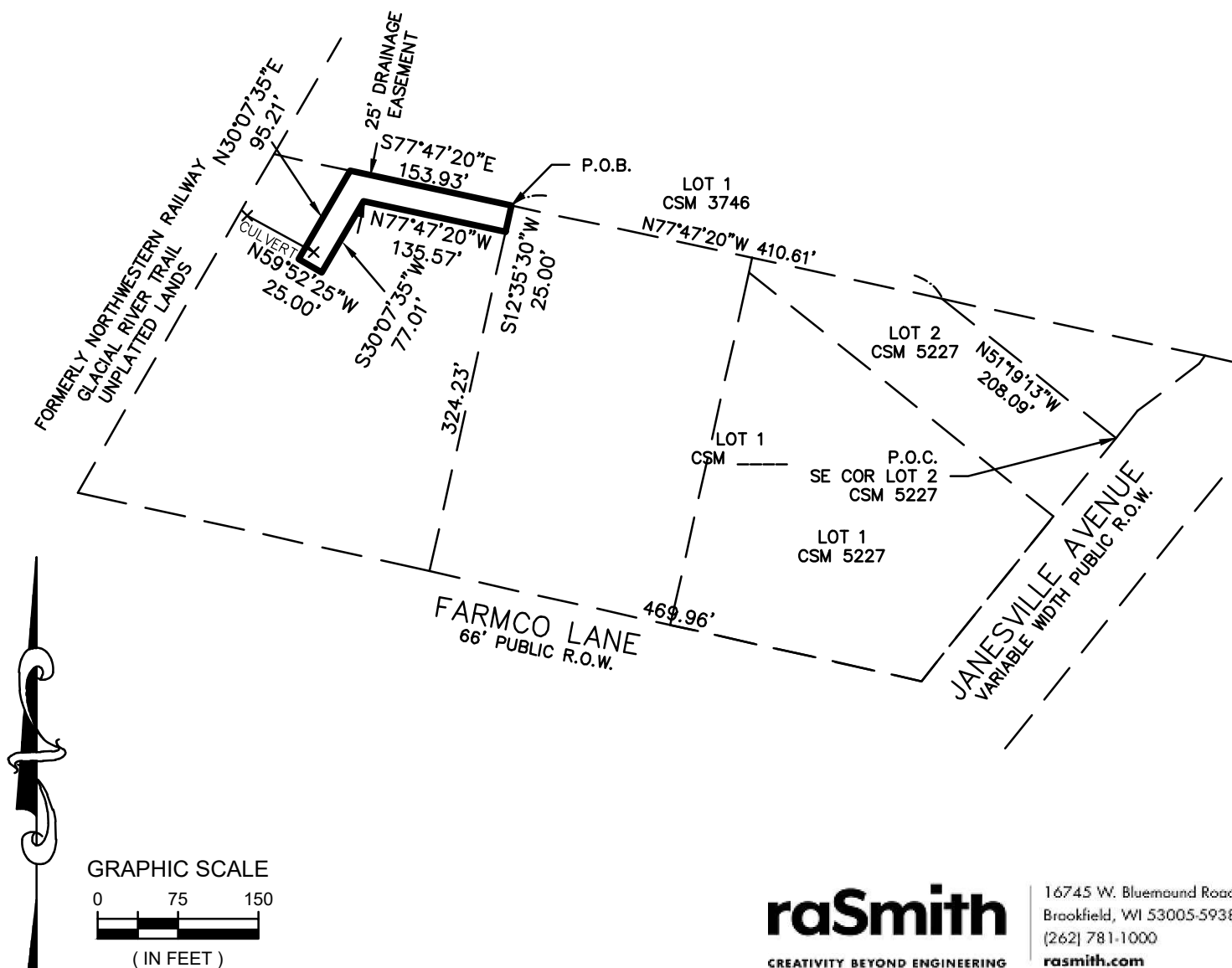
Part of the Southeast 1/4 of the Southeast 1/4 of Section 8, being in Township 5 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of Lot 2 in Certified Survey Map No. 5227; thence North $51^{\circ} 19' 13''$ West along said Lot 2 a distance of 208.09 feet to a point in the South line of Lot 1 in Certified Survey Map No. 3746; thence North $77^{\circ} 47' 20''$ West along said South line 410.61 feet to the point of beginning of lands to be described; thence South $12^{\circ} 35' 30''$ West 25.00 feet to a point; thence North $77^{\circ} 47' 20''$ West 135.57 feet to a point; thence South $30^{\circ} 07' 35''$ West 77.01 feet to a point; thence North $59^{\circ} 52' 25''$ West 25.00 feet to a point; thence North $30^{\circ} 07' 35''$ East 95.21 feet to a point in the South line of Lot 1 in Certified Survey Map No. 3746; thence South $77^{\circ} 47' 20''$ East along said South line 153.93 feet to the point of beginning.

Said land contains 5,772 square feet or 0.1325 acres.

June 24, 2021

Drawing No. 168158-RMK



JOINDER TO
STORMWATER OVERLAND FLOW EASEMENT AGREEMENT

Fort Community Credit Union, a Wisconsin banking institution ("Lender"), joins in and consents to this Stormwater Overland Flow Easement Agreement by Daryl F. Spoerl Real Estate, LLC and Kwik Trip, Inc., and Lender does hereby subject and subordinate its rights under any mortgage, assignment and/or other security interest(s) it holds against any part(s) of the Easement Property to the easements, rights, covenants and restrictions set forth in this Public Sanitary Sewer Easement Agreement, to the end that such easements, rights, covenants and restrictions are binding upon Lender's interest in the Easement Property under and pursuant to any such mortgage, assignment and/or other security interest held by Lender and all present and future holders of Lender's interest in the Easement Property or any part thereof under and pursuant to any such mortgage, assignment and/or other security interest.

Dated: _____, 2021

LENDER:

FORT COMMUNITY CREDIT UNION

By: _____

Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of Fort Community Credit Union, a Wisconsin banking institution.

Notary Public

**TEMPORARY LIMITED
CONSTRUCTION EASEMENT**

THIS TEMPORARY LIMITED CONSTRUCTION EASEMENT is made by Daryl F. Spoerl Real Estate, LLC, a Wisconsin limited liability company ("Grantor"). Grantor hereby conveys a temporary limited construction easement to Kwik Trip, Inc, a Wisconsin corporation ("Grantee") ("Easement").

The purpose of this Easement is to provide Grantee with a construction easement on certain property located in Fort Atkinson, Wisconsin, as depicted on the attached Exhibit A, to allow Grantee to complete grading and seeding related to the Public Sanitary Sewer Easement and Stormwater Overland Flow Easement on Grantor's property. Such Easement shall expire upon completion of the grading and seeding activities.

Grantee shall at Grantee's sole expense repair any damage done to Grantor's property and restore Grantor's property thereon to the same condition existing prior to the exercise of Grantee's easement rights hereunder, and Grantee shall and hereby does indemnify Grantor for any claim, loss, damage, cost and expense whatsoever incurred by Grantor, including without limitation, reasonable attorneys' fees, as a result of the exercise of Grantee's easement rights hereunder.

Dated this ____ day of _____, 2021.

GRANTOR:
DARYL F. SPOERL REAL ESTATE, LLC

GRANTEE:
KWIK TRIP, INC.

By: _____

By: _____

Its: _____

Its: _____

Temporary Easement Area

FORMERLY NORTHWESTERN RAILWAY
GLACIAL RIVER TRAIL
UNPLATTED LANDS

25' DRAINAGE EASEMENT

CULVERT

FARMCO LANE
66' PUBLIC R.O.W.

JANESVILLE AVENUE
VARIABLE WIDTH PUBLIC R.O.W.

LOT 1
CSM 3746

LOT 2
CSM 5227

LOT 1
CSM 5227

P.O.B.

P.O.C.
SE COR LOT 2
CSM 5227

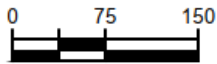
GRAPHIC SCALE
0 75 150
(IN FEET)

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com



GRAPHIC SCALE



(IN FEET)

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

Document Number

**TERMINATION AND WAIVER OF
RIGHT OF FIRST REFUSAL**

Name and Return Address:

Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

Part of 226-0514-0933-017
Parcel Identification Number (PIN)

TERMINATION AND WAIVER OF RIGHT OF FIRST REFUSAL

The undersigned, Kwik Trip, Inc., a Wisconsin corporation has an interest arising under the existing Right of First Refusal dated August 13, 2009, filed August 17, 2009, in the office of the Register of Deeds for Jefferson County, Wisconsin as Document No. 1264397 ("ROFR"), a copy of which is attached hereto as Exhibit A. The undersigned, for valuable consideration, the receipt of which is hereby acknowledged, hereby waives all of their right, title and interest arising under the ROFR and said ROFR shall terminate effective as of this date.

Dated: _____, 2021.

KWIK TRIP, INC.

By: _____

Its: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

Personally came before me this _____ day of _____, 2021, the above named _____, _____ of Kwik Trip, Inc., a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

This document was drafted by:
Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

21-
1264397

000176

EXHIBIT A

RIGHT OF FIRST REFUSAL

RECEIVED FOR RECORD
at 1:50 o'clock P. M

AUG 17 2009

REGISTER OF DEEDS
JEFFERSON COUNTY, WI

THIS INSTRUMENT IS NOT A CONVEYANCE AND
THEREFORE IS NOT SUBJECT TO THE TRANSFER
RETURN AND FEE REQUIREMENTS.

This Right of First Refusal (this "Agreement") is made
as of the 13th day of August, 2009, by and between
Spoerl Properties, LLC, a Wisconsin limited liability
company (the "Owner") and **Stop-N-Go of Madison, Inc.**,
a Wisconsin corporation ("SNG").

WITNESSETH:

WHEREAS, Owner has, on the date of this
Agreement, transferred to SNG certain asset relating to
Owner's business of owning and operating a "Shell"
branded gas station and convenience store located at
1680 Janesville Avenue, Fort Atkinson, Wisconsin, known
as the "Southside Shell" pursuant to an Asset Purchase
Agreement previously executed (the "Asset Purchase
Transaction"; and

WHEREAS, in connection with the Asset Purchase
Transaction, the Owner has conveyed to SNG a parcel of
real estate legally described as follows (the "Purchased
Property"):

Lot 2 of Certified Survey Map No. ~~5221~~ in the City of
Fort Atkinson, Jefferson County, Wisconsin.

WHEREAS, the Owner is the fee simple owner of a
parcel of real estate legally described as follows (the
"Subject Property"):

Lot 1 of Certified Survey Map No. ~~5221~~ in the City of
Fort Atkinson, Jefferson County, Wisconsin.

WHEREAS, as part of and in consideration of the Asset Purchase Transaction, Owner has
agreed to grant to SNG and to any subsequent owner of a fee simple interest in the Purchased
Property (collectively, "Holder") a right of first refusal to purchase the Subject Property pursuant to
the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions contained
herein, the Asset Purchase Transaction and other good and valuable consideration, the receipt
and sufficiency of which are hereby acknowledged, Owner and Holder hereby agree as follows:

1. **Right of First Refusal.** In the event that a third party offeror (the "Third Party Offeror")
submits a bona fide offer or contract to Owner providing for the purchase or other acquisition by
said Third Party Offeror of the Subject Property or any portion thereof, which offer or contract:

This Instrument should be returned to:

Chad G. Bartell, Esq.
Michael Best & Friedrich LLP
One South Pinckney Street, Suite 700
Madison, WI 53703

2226-0514-0933-017
Parcel Identification Number(s)

(x) is duly executed by said Third Party Offeror and sets forth all of the material terms and conditions necessary to form a legally binding agreement between the parties and to effectuate the closing of the transactions contemplated thereby, including, but not limited to, terms concerning (1) complete description of the portion of the Subject Property to be purchased and sold (the "Subject Property"), (2) price, (3) manner of payment, (4) financing to be provided by Owner, if any, (5) contingencies, (6) representations and warranties, (7) indemnification, (8) the date and place of closing; and (y) Owner intends to accept (a bona fide and duly executed offer or contract setting forth such terms and conditions, and which Owner intends to accept, is referred to hereinafter as the "Third Party Offer"), Owner may sell the Subject Property, but only upon compliance with the terms, covenants and conditions of this Agreement which provides to Holder a right of first refusal to purchase the Subject Property. The following terms and conditions shall apply to Owner offering the Subject Property for sale and Holder either exercising or waiving its right of first refusal:

(a) Acceptance. Owner shall, promptly after receiving the Third Party Offer, submit to Holder written notice thereof, together with a copy of the Third Party Offer, advising Holder that it intends to accept said Third Party Offer without further amendment or modification. Holder will have a period of ten (10) days after receipt of such notice and copy of the Third Party Offer within which to elect, by written notice to that effect given to Owner within said ten (10) day period, to purchase the Subject Property, at the price and upon the same terms and conditions as contained in the Third Party Offer. Holder shall have the benefit of any conditions or contingencies contained in the Third Party Offer.

(b) Waiver of Right. If Holder does not timely elect to effect a purchase pursuant to its right of first refusal, Owner may sell or transfer the Subject Property to the Third Party Offeror at the price and upon the same terms and conditions as set forth in the Third Party Offer. In such event, Holder shall promptly execute and deliver to Owner a document in recordable form evidencing the non-exercise of its rights hereunder with respect to the Third Party Offer, in a form reasonably satisfactory to Owner (the "Non-exercise Notice"), which document Owner shall hold in trust until the closing of the sale or transfer of the Subject Property to the Third Party Offeror, at which time and upon such closing, the Owner may file such document with the Register of Deeds for Jefferson County, Wisconsin. Provided that Holder has timely delivered the Non-exercise Notice, then in the event Owner fails to close the sale of the Subject Property to the Third Party Offeror substantially in accordance with the original terms of the Third Party Offer, including, but not limited to, the same purchase price, Owner provided financing terms, and cost sharing provisions, Holder's right of first refusal shall be reinstated and Owner shall be required to resubmit the Third Party Offer, as amended or extended, to Holder pursuant to this Section.

2. **Default**. If Owner defaults and fails to carry out this Agreement pursuant to its terms, Holder shall have as its remedies hereunder the right to seek specific performance of this Agreement or its actual damages and expenses incurred as a result of the default as well as all other rights or remedies available to Holder at law or in equity. If Holder must enforce or defend its rights hereunder by employing an attorney, the reasonable attorney's fees and expenses incurred by Holder shall be reimbursed by Owner.

3. **Assignment**. Holder may assign this Agreement and its rights hereunder. Owner may not assign this Agreement nor Owner's obligations hereunder.

4. **Notices**. All notices required or permitted to be given hereunder shall be in writing, delivered in person or mailed postage or fees prepaid by certified mail, or by express mail

service, return receipt requested, addressed to the mailing addresses given herein and shall be effective upon the date listed on the return receipt or of the hand delivery. Notices shall be directed as follows:

To Owner:

Spoerl Properties, LLC
1680 Janesville Avenue
Fort Atkinson, WI 53538

with a copy to:

Miller Law Office
Attn: Henry B. Miller, Esq.
121 South Main Street
P.O. Box 417
Jefferson, WI 53549-0417
Fax (920) 674-2336

To Holder:

Stop-N-Go of Madison, Inc.
Attn: Andrew J. Bowman
2934 Fish Hatchery Road
Madison, WI 53713-3175

with a copy to:

Michael Best & Friedrich LLP
Attn: William F. White, Esq.
One South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53701-1806
Fax (608) 283-2275

The parties shall be responsible for notifying each other of any change in address.

5. Recording; Persons Bound. This Agreement shall be recorded and shall run with the land and shall be binding upon, inuring to the benefit of, and enforceable by, the parties hereto and their heirs, tenants, subtenants, executors, administrators, successors and assigns.

6. Construction. This Agreement shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Wisconsin.

7. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with respect to the transactions contemplated herein, supersedes all previous agreements, negotiations, representations and understandings with respect thereto, and may not be modified or amended in writing executed by the parties to be bound hereby.

[Signature page follows]

000179

IN WITNESS WHEREOF, Holder and Owner have caused this Right of First Refusal Agreement to be executed as of the date and year first above written.

HOLDER:

STOP-N-GO OF MADISON, INC.



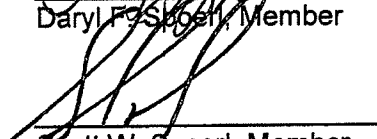
Andrew J. Bowman, Vice President

OWNER:

SPOERL PROPERTIES, LLC



Daryl F. Spoerl, Member



Scott W. Spoerl, Member

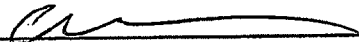
[Acknowledgments on next page following]

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) **SS**
 COUNTY OF JEFFERSON)

BE IT REMEMBERED, that on this 13th day of August, 2009, before me, the subscriber, a Notary Public in and for said County and State, personally came Andrew Bowman, the vice president of Stop-N-Go of Madison, Inc., a Wisconsin corporation, which executed the foregoing instrument, who acknowledged that he did sign said instrument in such capacity on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.


 Notary Public
 Henry B. Miller
 My Commission Expires: permanent

This Instrument Prepared By:

Chad G. Bartell, Esq.
 Michael Best & Friedrich LLP
 P.O. Box 1806
 Madison, WI 53701-1806
 (608) 257-3501

Q:\CLIENT\088336\0024\B1873647.3

ACKNOWLEDGEMENTS

STATE OF WISCONSIN)
) **SS**
 COUNTY OF JEFFERSON)

BE IT REMEMBERED, that on this 13th day of August, 2009, before me, the subscriber, a Notary Public in and for said County and State, personally came Daryl F. Spoerl and Scott W. Spoerl, the sole members of Spoerl Properties, LLC, a Wisconsin limited liability company, which executed the foregoing instrument, who acknowledged that he did sign said instrument in such capacity on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.


 Notary Public
 Henry B. Miller
 My Commission Expires: permanent

[Acknowledgements continue on the next page]

DEVELOPMENT AGREEMENT

This Agreement is dated the ____ day of _____, 2021, by and between the City of Fort Atkinson, a Wisconsin municipal corporation (“City”) and Kwik Trip, Inc., a Wisconsin corporation (“Kwik Trip”).

WITNESSETH:

WHEREAS, Kwik Trip is the fee owner of real property described in the attached Exhibit A (“Property”);

WHEREAS, Kwik Trip desires to construct a convenience store/fueling station and car wash (the “Project”) on the Property;

WHEREAS, the Planning Commission has approved the Project which includes the construction of certain Public Improvements as hereinafter defined.

NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED as follows:

1. The City hereby approves the following public improvements as a part of the Project: (i) extending the bypass lane for 250 additional feet, more or less; (ii) repaving such area with concrete; (iii) striping; (iv) extending culvert; and (v) relocating property owner mailboxes (collectively the “Public Improvements”); all according to the plans and estimates attached hereto as Exhibit B.
2. Kwik Trip shall construct the Public Improvements, and shall be responsible for all initial construction costs related to the Public Improvements.
3. Upon completion of the Public Improvements, the City shall approve such construction and shall accept the dedication of the Public Improvements and shall be responsible for all future maintenance.
4. At such time in the future when a corridor plan is developed for Janesville Ave by the City of Fort Atkinson, Kwik Trip will support reasonable and necessary improvements within the right of way, limited to the construction of pedestrian sidewalk/path, establishment of terrace behind the curb, and the conveyance of stormwater as necessary, provided that such improvements do not restrict or interfere with Kwik Trip’s business or use of the Property. Support may be financial assistance in the construction of said improvements as well as through access via the Kwik Trip property.
5. This Agreement shall be recorded, shall run with the Property, and shall bind any future owners of the Property.

[Signature pages follow]

By: _____

Its:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of the City of Fort Atkinson, a Wisconsin municipal corporation, and pursuant to the authority granted by its City Council.

Notary Public
State of Wisconsin, County of Jefferson
My Commission:

By: _____

Its:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____, the _____ of Kwik Trip, Inc., a Wisconsin corporation, on behalf of the corporation.

Notary Public
State of Wisconsin, County of La Crosse
My Commission:

Drafted by:
Thomas E. Reinhart
1626 Oak Street
La Crosse, WI 54603

EXHIBIT A

PROPERTY

LOT 1 OF CERTIFIED SURVEY MAP NO. _____ AS RECORDED ON _____
IN THE OFFICE OF THE REGISTER OF DEEDS FOR JEFFERSON COUNTY,
WISCONSIN IN VOLUME ____ PAGES _____ AS DOCUMENT NO. _____
BEING A DIVISION OF LOT 1 AND 2 OF CERTIFIED SURVEY MAP NO. 5227, LOT 1 OF
CERTIFIED SURVEY MAP NO. 5351 AND LANDS BEING A PART OF THE SE ¼ OF THE
SE ¼ OF SECTION 8 AND THE SW ¼ OF THE SW 1/4 OF SECTION 9, ALL IN TOWNSHIP
5 NORTH, RANGE 14 EAST, CITY OF FORT ATKINSON, JEFFERSON COUNTY,
WISCONSIN.

TAX PARCEL NOS. 226-0514-0933-010; 226-0514-0933-17; 226-0514-0933-019 AND PART
OF 226-0514-0844-002

EXHIBIT B

PUBLIC IMPROVEMENT PLANS

[See attached]



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

MEMORANDUM

DATE: August 17, 2021

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to the Development Agreement and Certified Survey Map for the True Storage Development – 1680 Janesville Ave

BACKGROUND

True Storage Inc has successfully navigated the Planned Unit Development process with the City of Fort Atkinson. Their redevelopment of the former Shopko property will result in meaningful improvement and a positive use of a vacant building. As part of the PUD process, True Storage has created two additional outlots fronting Janesville Ave, with the third lot containing the former Shopko building. The preliminary CSM describing the three lots was recommended for approval by Planning Commission at their July 13, 2021 meeting.

Governing the project is a Developer's Agreement between True Storage and the City of Fort Atkinson. The agreement notes the various responsibilities of each party and most importantly the timing of various improvements on the site as they relate to the development of the outlots.



**DISCUSSION**

The approval of the CSM and the Development Agreement are the final approvals needed for the project. True Storage will now close on the property and a schedule for the redevelopment will be developed.

RECOMMENDATION

Staff recommends Council approve the Preliminary CSM as Final with all appropriate attachments.

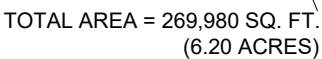
Staff recommends Council approve the Development Agreement as written and authorize signatures by City officials.

ATTACHMENTS

Certified Survey Map and Attachments
Developer's Agreement and Attachments
Site Improvements Plan Set

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

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



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

C.S.M. NO. _____
DOC. NO. _____
VOL. _____ PAGE _____



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

SHEET 1 OF 3

CERTIFIED SURVEY MAP No. _____

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

SURVEYOR'S CERTIFICATE

I, Eric E. Lindaas, Professional Land Surveyor, hereby certify that in full compliance with the provisions of Chapter 236.34 of the Wisconsin Statutes, Chapter A-E7 of the Wisconsin Administrative Code and the subdivision ordinance of the City of Fort Atkinson and under the direction of TRUE STORAGE owner(s) of said land, I have surveyed, divided and mapped this Certified Survey Map; that such Certified Survey Map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is more fully described as follows:

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

This description contains 269,980 square feet or 6.20 acres.

Dated this _____ day of _____, 2021.

Signed: _____
Eric E. Lindaas, P.L.S. No. 2919
Snyder & Associates, Inc.
5010 Voges Road
Madison, WI 53718
608-838-0444
elindaas@snyder-associates.com

CITY OF FORT ATKINSON APPROVAL

This Certified Survey Map, including any dedications shown hereon, has been duly filed with and approved for recording per the City of Fort Atkinson, Jefferson County, Wisconsin.

By: _____ Date: _____
Michelle Ebbert, City Clerk / Treasurer, Fort Atkinson

REGISTER OF DEEDS CERTIFICATE

Received for recording this _____ day of _____, 2021, at _____ o'clock __.m. and recorded in
Volume _____ of Certified Survey Maps on pages _____, as Doc. No. _____.

Staci M. Hoffman, Jefferson County Register of Deeds

C.S.M. NO. _____
DOC. NO. _____
VOL. _____ PAGE _____

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

TRUE STORAGE, as owner(s), do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon. I further certify that this Certified Survey Map is required by s. 236.34 to be submitted to the City of Fort Atkinson for approval. Witness the hand and seal of said owner this _____ day of _____, 2021.

Notary Public, State of Wisconsin

My Commission expires: _____

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____ its _____, at _____, Wisconsin, on this _____ day of _____, 2021.

Personally came before me this _____ day of _____, 2021, _____ and _____, of the above named banking association, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ and _____ of said banking association, and acknowledged that they executed the foregoing instrument as such officers as the deed of said banking association, by its authority.

My Commission expires: _____

Notary Public, State of Wisconsin

C.S.M. NO. _____
DOC. NO. _____
VOL. _____ PAGE _____



SURVEYED FOR:
True Storage
670 N. Commercial St.
Manchester, NH 03101

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

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

SHEET 3 OF 3

DEVELOPMENT AGREEMENT

This Agreement is dated the ____ day of _____, 2021, by and between the City of Fort Atkinson, a Wisconsin municipal corporation (“City”) and True Storage Inc, a New Hampshire corporation (“True Storage”).

WITNESSETH:

WHEREAS, True Storage is the fee owner of real property described in the attached Exhibit A (“Property”);

WHEREAS, True Storage desires to redevelop the site into a self storage facility on the existing Property and subdivide two outlets for sale (the “Project”);

WHEREAS, the Planning Commission has approved the Project which includes the construction of certain Public Improvements as hereinafter defined.

NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED as follows:

1. SITE IMPROVEMENTS IF OUTLOTS ARE NOT SOLD WITHIN 3 YEARS OF SIGNATURE DATE

- a. The western half of each outlot parcel would be returned to grass (Exhibit B).
- b. The entrance off of Highland Avenue would be closed or moved east to accommodate True Storage access. If moved, curb and gutter would be constructed in the throat section.
- c. Installation of concrete sidewalk along Janesville Avenue and sidewalks alongside the vehicle entrances off of Highland and Janesville Ave.
- d. Construct “western” parking lot islands (#6 - #10 Exhibit B) and associated curb cuts for stormwater with plantings.

2. SITE IMPROVEMENTS TO BE CONSTRUCTED NOW

- a. The main entrance off of Janesville Ave would be constructed with curb and gutter through the throat section between the two lots.
- b. Asphalt removal and plantings within the right of way along Janesville Ave
- c. Removal of the northern entrance on Janesville Ave
- d. Asphalt striped temporarily as “sidewalk” along the back of the right of way
- e. Five eastern parking lot islands (#1 - #5 Exhibit B) and associated curb cuts for stormwater with plantings.

- f. All additional improvements as noted in the SIP approval documents by Planning Commission.

3. CITY COMMITMENTS

- a. Active discussion with True Storage and marketing of the parcels
- b. Introduction to Chamber of Commerce and other business entities in town that may provide local leads
- c. Timely review of proposals or concept ideas from potential developers for conformance with the Zoning Code

[Signature pages follow]

CITY OF FORT ATKINSON

By: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of the City of Fort Atkinson, a Wisconsin municipal corporation, and pursuant to the authority granted by its City Council.

Notary Public
State of Wisconsin, County of Jefferson
My Commission: _____

TRUE STORAGE, INC.

By: _____

Its: _____

STATE OF NEW HAMPSHIRE)
) ss.
COUNTY OF **xxxx**)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of True Storage, Inc., a New Hampshire corporation, on behalf of the corporation.

Notary Public
State of New Hampshire
My Commission: _____

EXHIBIT A

CERTIFIED SURVEY MAP

[See attached]

EXHIBIT B

PUBLIC IMPROVEMENT PLANS

[See attached]

An architectural rendering of a modern, single-story commercial building. The building features a combination of light-colored stone masonry and grey brickwork. A large glass entrance is visible, with a sign above it that reads "TIME STORAGE" in orange letters. The building is surrounded by landscaping, including trees and shrubs. The sky is blue with scattered white clouds, and a flock of birds is visible in the upper left. The foreground shows a paved area and a gravel strip.

1. ALL CONTRACTORS AND SUBCONTRACTORS SHALL PERFORM THE WORK IN ACCORDANCE WITH THE DOCUMENTS OF SERVICE.
2. THE CONTRACTOR OR SUBCONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO COMMENCING WORK AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES IMMEDIATELY.
3. THE DOCUMENTS OF SERVICE CONSIST OF ALL THESE DRAWINGS ATTACHED HERE OF, WHICH ALSO INCLUDES FINISH, PLUMBING, ELECTRICAL, EQUIPMENT, CABINET, AND MECHANICAL SCHEDULES; PROJECT MANUAL, SPECIFICATIONS, INSTALLATION INSTRUCTIONS AND CUT SHEETS.
4. CONTRACTOR AND/OR SUBCONTRACTOR SHALL BUILD EXACTLY WHAT IS SHOWN ON DRAWINGS. ANY DEPARTURES OR SUBSTITUTIONS FROM WHAT IS INDICATED ON THE DRAWINGS SHALL BE PRESENTED TO THE ARCHITECT FOR REVIEW AND WRITTEN APPROVAL PRIOR TO CONSTRUCTION. ANY UNAUTHORIZED CHANGES TO THE APPROVED DRAWINGS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR AND SUBCONTRACTOR IS RESPONSIBLE FOR ALL MEANS AND METHODS OF TEMPORARY SHORING, BRACING, OR OTHERWISE PROTECTING ANY PORTION OF THE STRUCTURE, SITE, AND UTILITIES FROM DAMAGE DURING CONSTRUCTION.
6. ALL WORK AND PROCEDURES SHALL COMPLY WITH APPLICABLE AND CURRENT CODES, REGULATIONS, ORDINANCES, AND REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION, INCLUDING ACCESSIBILITY GUIDELINES WHERE APPLICABLE. CONFIRM SAME WITH LOCAL BUILDING INSPECTOR.
7. ALL DIMENSIONS ON THE FLOOR PLANS, REFLECTED CEILING PLANS, EXTERIOR ELEVATIONS, AND INTERIOR ELEVATIONS ARE TO FINISH UNLESS NOTED OTHERWISE; DIMENSIONS ON THE SECTIONS AND DETAILS VARY AND MAY BE TO STRUCTURE, STUD, COMPONENT, OR FINISH.

[illegible][illegible]

AN - SHEET LIST - 24x36		
Sheet Number	Sheet Name	Sheet Issue Date
A000D	TITLE SHEET (24x36)	N.F.C.
A0001	ABBREVIATIONS & GENERAL NOTES	N.F.C.
A0002	ACCESSIBILITY GRAPHICS	N.F.C.
A0003	FIRE-RESISTANT SEALANT DETAILS	N.F.C.
A0004	CODE PLAN	N.F.C.
A0011	LEVEL 01 OVERALL SELECTIVE REMOVAL FLOOR PLAN - BLDG. 01	N.F.C.
A0021	OVERALL EXTERIOR DEMOLITION ELEVATIONS	N.F.C.
A0101	SHELL BUILDING PLAN - LEVEL 01 - BUILDING 01	N.F.C.
A0102	SHELL BUILDING PLAN - LEVEL 02 - BUILDING 01	N.F.C.
A0103	LEVEL 03 OVERALL ROOF PLAN	N.F.C.
A0201	OVERALL EXTERIOR ELEVATIONS	N.F.C.
A0301	EXTERIOR WALL SECTIONS	N.F.C.
A0315	EXTERIOR WALL SECTION DETAILS TRUE STORAGE NEW MAIN BUILDING	N.F.C.
A0401	ENLARGED FIT-UP PLANS @ NON-STORAGE AREAS	N.F.C.
A0631	DOOR SCHEDULE, DOOR & FRAME TYPES, PARTITION TYPES	N.F.C.
A0701	INTERIOR ELEVATIONS & DETAILS	N.F.C.
A702A	INTERIOR ELEVATIONS	N.F.C.
A0801	MILLWORK SECTIONS	N.F.C.
A0901	LEVEL 01 OVERALL REFLECTED CEILING PLAN - BUILDING 01	N.F.C.
A0902	LEVEL 02 OVERALL REFLECTED CEILING PLAN - BUILDING 01	N.F.C.
A0911	ENLARGED REFLECTED CEILING PLAN	N.F.C.
A0921	LIGHTING FIXTURE CUT SHEET FOR DESIGN-BUILD	N.F.C.
A0931	3-D EXTERIOR VIEWS	N.F.C.
A0932	3-D EXTERIOR VIEWS	N.F.C.
A0933	3-D EXTERIOR VIEWS	N.F.C.
A0934	OVERHEAD SIGNAGE DETAILS	N.F.C.

OWNER:	TRUE STORAGE, LLC 670 N. COMMERCIAL ST. MANCHESTER, NH 03101 603 622 6223
GEOTECHNICAL ENGINEERING:	(TBD)
CIVIL ENGINEERING:	SNYDER & ASSOCIATES, INC. 5010 VOGES RD. MADISON, WI 53718 608-838-0444
LANDSCAPE DESIGN:	(TBD)
STRUCTURAL ENGINEER:	(TBD)
ARCHITECT:	TRUE STORAGE, LLC 670 N. COMMERCIAL ST. MANCHESTER, NH 03101 603 622 6223
FIRE PROTECTION ENGINEERING:	(DESIGN-BUILD) -
PLUMBING ENGINEERING:	(DESIGN-BUILD) -
MECHANICAL ENGINEERING:	(DESIGN-BUILD) -
ELECTRICAL ENGINEERING:	(DESIGN-BUILD) -
FIRE ALARM ENGINEERING:	(DESIGN-BUILD) -



TRUE STORAGE
1425 Janesville Ave
Fort Atkinson, WI

[illegible]

TITLE SHEET (24x36)

Sheet Issue Date:	N.F.C.
Drawn By:	MM
Approved By:	CL
Project No.:	121

0000D

Scale: 12" = 1'-0"

Y:\ARCHITECTURE\DEPT\Fort Atkinson WI - True Storage\Revit\WI-Fort Atkinson-True Storage.rvt

[illegible]

<p>(a) Front Approach, Pull Side</p>	<p>*If both closer and latch are provided (b) Front Approach, Push Side</p>
<p>(c) Hinge Approach, Pull Side</p>	<p>(d) Hinge Approach, Push Side</p>
<p>*If both closer and latch are provided * 48 mm (12/20) if both closer and latch provided</p> <p>(e) Hinge Approach, Pull Side</p>	<p>*48 mm (13/7) if closer is provided</p> <p>(f) Latch Approach, Push Side</p>
<p>(g) Latch Approach, Pull Side</p>	<p>*48 mm (12/20) if closer is provided</p> <p>(h) Latch Approach, Push Side</p>

Figure 1 consists of two sets of diagrams, (a) and (b), illustrating wheelchair accessibility dimensions. Diagram (a) shows a person in a wheelchair reaching a wall-mounted control. The reach height is 48 max (1120 max) and the reach depth is 20 max (510 max). Diagram (b) shows a person in a wheelchair reaching a wall-mounted control while standing next to a person in a wheelchair. The reach height is 15 min (380 min) and the reach depth is 10 max (255 max). The diagrams also show the minimum and maximum dimensions for the wheelchair itself, which are 15 min (380 min) and 48 max (1120 max).

[illegible]

Figure 1 consists of four diagrams labeled (a) through (d), each showing a different door configuration and its dimensions. Diagram (a) shows a hinged door with a 90-degree angle, a width of 815, and a height of 32 min. Diagram (b) shows a sliding door with a width of 815 and a height of 32 min. Diagram (c) shows a folding door with a width of 815 and a height of 32 min. Diagram (d) shows a doorway without a door, with a width of 915 and a height of 240, and a 36 min clearance at the bottom.

(a) Circular

(b) T-shaped

Figure 10 consists of three diagrams labeled (a), (b), and (c), each illustrating door swing clearances for a 60-inch wide door. The diagrams show a door in an open position, with a dashed circle indicating the swing path. The clearance is marked as 60 min (minimum) and 1525 (maximum). In (a), the door is swinging into a room. In (b), the door is swinging into a hallway. In (c), the door is swinging into a room. The diagrams also show the door width and the door swing width.

1. THESE FIGURES AND DIAGRAMS ARE THE MINIMUM STANDARDS FOR ACCESSIBILITY, WHICH HAS BEEN BASED ON ANSI A117.1-2003

2. THESE ARE FOR REFERENCE ONLY AND MAY NOT REFLECT ACTUAL LAYOUTS. DO NOT SCALE OR BUILD FROM THESE DRAWINGS. SEE ARCHITECTURAL DRAWINGS FOR ACTUAL LAYOUTS

3. DUE TO POSSIBLE UPDATES OR CHANGES IN CODE, REFER TO IBC 2015 FOR ACTUAL AND CURRENT REQUIREMENTS

FLAME STOP III
PRODUCT DATA SHEET

FLAME STOP INC.
1-877-397-7867

DESCRIPTION:

Flame Stop III is a water-based, interior, fire-retardant paint additive that protects the material by developing a self-extinguishing reaction. One pint of this additive can be mixed into a gallon of most latex-based paints with up to two pints of water. Once mixed, the product assumes the characteristics of the paint. When the mixture of paint and Flame Stop III is applied to drywall, the material shall have a class A rating. When applied on wood, the material shall have a class B rating. Flame Stop III is non-toxic, non-combustible, non-carcinogenic, easy to apply, and contains no PDBE's.

BASIC USES:

Flame Stop III mixed with latex-based coatings and water will protect wood and gypsum board (drywall).

ADVANTAGES:

Flame Stop III is a one-coat, Class A paint additive when paint is applied on drywall and a Class B when applied on wood. This odorless and colorless additive can extend paint up to three pints (one pint of FS III and up to two pints of water).

LIMITATIONS:

Due to variances in paints, it is recommended that a test be performed utilizing a gallon of latex-based paint, one pint of Flame Stop III, and adding sufficient water to arrive at an acceptable viscosity. Some paints contain a high level of hydrocarbons which will cause the mixture to coagulate or curdle.

Storage Range: 45 – 110 degrees Fahrenheit (7 – 43 Celsius)
Shelf Life: One year, if kept within storage range.
A compatibility test is strongly recommended.
Interior use only.
Do not drill-mix

TECHNICAL SUPPORT	
Total solids:	52%
Wt per gallon:	12.5 Lbs.
Average ph:	7.0
Color:	Clear
Solvents:	Water
Bacterial:	Good resistance
Fungus:	Good resistance
Volatility:	None
Toxic:	No
Biodegradable:	Yes
Corrosive:	Mildly corrosive on unplated steel
Insect, rodents	Excellent resistance
and mold:	

CONTACT US AT:
924 Blue Mound Rd.
Ft. Worth, TX 76131
817-306-1222
FAX 817-306-1733
info@flamestop.com

VISIT US AT:
www.flamestop.com

APPLICABLE STANDARDS:

Flame Stop III has been tested to the following standards: ASTM E-84, NFPA 255, UL 723: U.S. Testing #LA 62142, Omega Point Laboratories #8746-101530.

APPLICATION:

Mixing – Add one pint of Flame Stop III and one pint of water to one gallon of latex-based paint. Mix slowly with a paint stick, and the coating will become thick. Add additional water for desired viscosity; however, do not add more than two total pints of water to a gallon of paint. Mix the combination of paint and Flame Stop III when ready to apply.

Paint Application – Apply according to paint manufacturer's instructions.



NOTES:

Blank lines for notes.

WARRANTY:

Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising out of the use or the inability to use the product. Before using, user shall determine the suitability of the product for his intended use, and user assumes all risk and liability whatsoever in connection therewith.

PRODUCT DATA SHEET



SERIES LCI INTUMESCENT SEALANT

APPLICATIONS

SpecSeal® LCI Sealant has a broad application base designed to seal a wide variety of common penetrations and construction joints. Penetrant types include insulated and non-insulated metallic pipes and tubes, non-metallic pipes and tubes, and common electrical service and power distribution, telephone, data, and TV cabling. This product is also used in conjunction with other SpecSeal® Products such as SpecSeal® Firestop Collars and Wrap Strips to protect larger plastic pipes. See Table A for a summary application list.



PHYSICAL PROPERTIES

Properties	Series LCI
Color	Red
Odor	Mild/Low
Density	9.0 (kg/L) (1.68 kg/L)
pH	9.0
Solids Content by Weight	80%
Solids Content by Volume	66.5%
In Service Temperature	≤ 100°F (30°C)
Flame Spread	0"
Smoke Developed	0"
STC Rating	42 (dependent on penetration)
Yield Content (100% before shrinkage)	327 g/L
Shelf Life	2 yrs
Volume Expansion	10X (Fire Exposure)
Storage Temp	47°F (-4°C) - 99°F (32°C)

* Series LCI Sealant is not recommended for use in applications where moisture is present.

PRODUCT DESCRIPTION

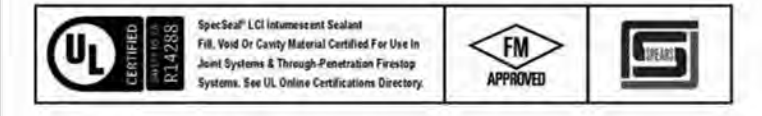
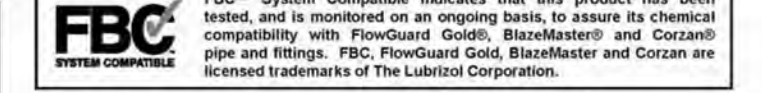
SpecSeal® LCI Sealant is a versatile and economical intumescent sealant that has excellent caulking properties as well as high build properties on vertical or overhead surfaces. This single grade may be caulked (standalone caulk or bulk loaded), trowled or trowled. In addition, SpecSeal® LCI Sealant does not contain PCB's or asbestos.

SpecSeal® LCI Sealant is storage stable (when stored according to the manufacturer's recommendations), and will not separate or shrink when dried. SpecSeal® Series LCI Sealant will adhere to all common construction and penetrant materials and contains no solvents that might adversely affect plastic pipes or cable jackets.

- Economical: High performance without the high price!
- Highly Intumescent: Expands up to 10 times.
- Excellent Smoke Seal
- Water Resistant: Will not re-emulsify when dry.
- Water-Based: for easy installation, cleanup, and disposal.
- Acoustically Tested: Reduces noise transmission
- Safe: Low VOC's, No Solvents, Non-Halogenated
- Paintable

PERFORMANCE

SpecSeal® LCI Sealant is the basis for systems that meet the exacting criteria of ASTM E814 (UL 1479) and ASTM E1966 (UL2079) as well as the time-temperature requirements of ASTM E119 (UL263). LCI provides up to a 4-hour fire rating for typical service penetrations through concrete or wood floors, concrete or masonry walls, as well as gypsum board walls. SpecSeal® LCI Sealant meets Class A finish requirements for Flame Spread and Smoke Development when tested in accordance with ASTM E814 (UL723). Meets or exceeds the requirements of ASTM C824, Type C, Grade 3. SpecSeal® LCI Sealant is also acoustically tested, demonstrating excellent sound attenuating properties.

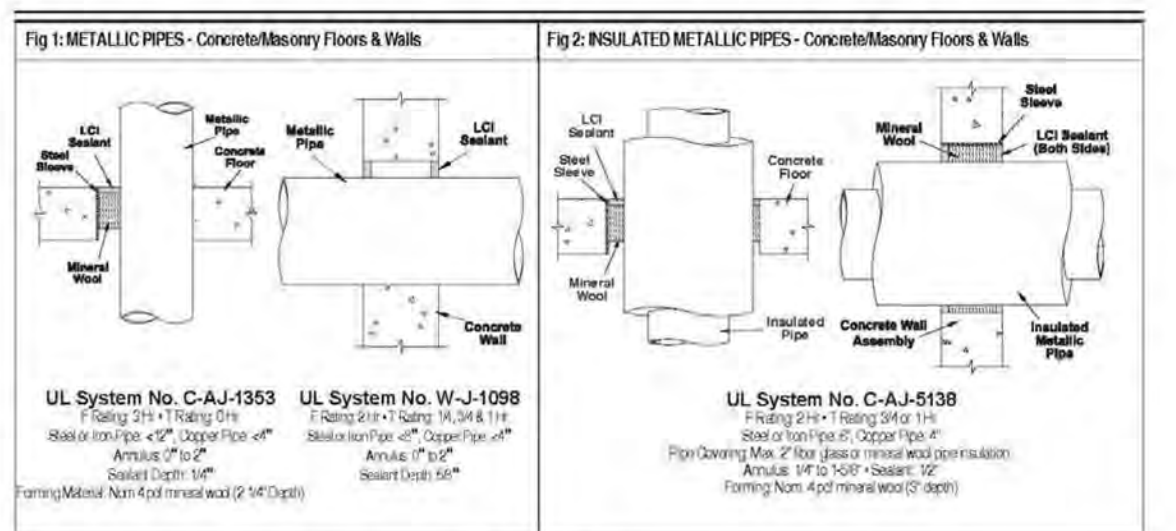


SPECIFICATIONS

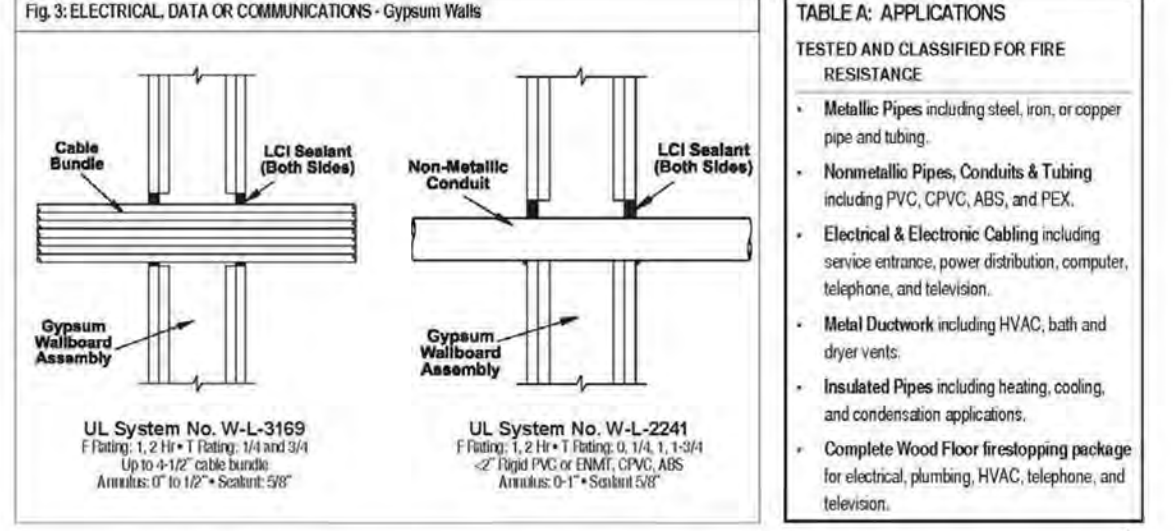
The firestopping sealant shall be a water-resistant, intumescent latex sealant. The sealant when exposed to high heat or flame shall exhibit a free expansion of up to 10 times its original volume. The firestopping sealant shall contain no water soluble nor hygroscopic ingredients and shall be acoustically tested. The sealant shall be UL Classified and/or FM approved and tested to the requirements of ASTM E814 (UL1479), CANULC S115 and shall meet Class A finish requirements when tested in accordance with ASTM E814 (UL723).

SPECIFIED DIVISIONS

- DIV. 7 - 07640 Through Penetration Firestopping
- DIV. 13 - 13000 Special Construction Fire Suppression & Supervisory Systems
- DIV. 15 - 15250 Mechanical Insulation - Fire Protection
- DIV. 16 - 16050 Basic Electrical Materials & Methods



SEALANT REQUIREMENTS IN CUBIC INCHES PER 1/4 INCH OF INSTALLED DEPTH*	
PIPE SIZE	QUANTITY OF SEALANT (cu. in.)
1/2" (12.7)	1.0 (26.0)
3/4" (19.0)	1.5 (39.0)
1" (25.4)	2.0 (51.0)
1 1/4" (31.8)	3.0 (76.0)
1 1/2" (38.1)	4.0 (101.0)
2" (50.8)	8.0 (203.0)
2 1/2" (63.5)	12.0 (305.0)
3" (76.2)	16.0 (407.0)
3 1/2" (88.9)	20.0 (509.0)
4" (101.6)	24.0 (611.0)
4 1/2" (114.3)	28.0 (713.0)
5" (127.0)	32.0 (815.0)
5 1/2" (139.7)	36.0 (917.0)
6" (152.4)	40.0 (1019.0)
6 1/2" (165.1)	44.0 (1121.0)
7" (177.8)	48.0 (1223.0)
7 1/2" (190.5)	52.0 (1325.0)
8" (203.2)	56.0 (1427.0)
8 1/2" (215.9)	60.0 (1529.0)
9" (228.6)	64.0 (1631.0)
9 1/2" (241.3)	68.0 (1733.0)
10" (254.0)	72.0 (1835.0)
10 1/2" (266.7)	76.0 (1937.0)
11" (279.4)	80.0 (2039.0)
11 1/2" (292.1)	84.0 (2141.0)
12" (304.8)	88.0 (2243.0)
12 1/2" (317.5)	92.0 (2345.0)
13" (330.2)	96.0 (2447.0)
13 1/2" (342.9)	100.0 (2549.0)
14" (355.6)	104.0 (2651.0)
14 1/2" (368.3)	108.0 (2753.0)
15" (381.0)	112.0 (2855.0)
15 1/2" (393.7)	116.0 (2957.0)
16" (406.4)	120.0 (3059.0)
16 1/2" (419.1)	124.0 (3161.0)
17" (431.8)	128.0 (3263.0)
17 1/2" (444.5)	132.0 (3365.0)
18" (457.2)	136.0 (3467.0)
18 1/2" (469.9)	140.0 (3569.0)
19" (482.6)	144.0 (3671.0)
19 1/2" (495.3)	148.0 (3773.0)
20" (508.0)	152.0 (3875.0)
20 1/2" (520.7)	156.0 (3977.0)
21" (533.4)	160.0 (4079.0)
21 1/2" (546.1)	164.0 (4181.0)
22" (558.8)	168.0 (4283.0)
22 1/2" (571.5)	172.0 (4385.0)
23" (584.2)	176.0 (4487.0)
23 1/2" (596.9)	180.0 (4589.0)
24" (609.6)	184.0 (4691.0)
24 1/2" (622.3)	188.0 (4793.0)
25" (635.0)	192.0 (4895.0)
25 1/2" (647.7)	196.0 (4997.0)
26" (660.4)	200.0 (5099.0)
26 1/2" (673.1)	204.0 (5201.0)
27" (685.8)	208.0 (5303.0)
27 1/2" (698.5)	212.0 (5405.0)
28" (711.2)	216.0 (5507.0)
28 1/2" (723.9)	220.0 (5609.0)
29" (736.6)	224.0 (5711.0)
29 1/2" (749.3)	228.0 (5813.0)
30" (762.0)	232.0 (5915.0)
30 1/2" (774.7)	236.0 (6017.0)
31" (787.4)	240.0 (6119.0)
31 1/2" (800.1)	244.0 (6221.0)
32" (812.8)	248.0 (6323.0)
32 1/2" (825.5)	252.0 (6425.0)
33" (838.2)	256.0 (6527.0)
33 1/2" (850.9)	260.0 (6629.0)
34" (863.6)	264.0 (6731.0)
34 1/2" (876.3)	268.0 (6833.0)
35" (889.0)	272.0 (6935.0)
35 1/2" (901.7)	276.0 (7037.0)
36" (914.4)	280.0 (7139.0)
36 1/2" (927.1)	284.0 (7241.0)
37" (939.8)	288.0 (7343.0)
37 1/2" (952.5)	292.0 (7445.0)
38" (965.2)	296.0 (7547.0)
38 1/2" (977.9)	300.0 (7649.0)
39" (990.6)	304.0 (7751.0)
39 1/2" (1003.3)	308.0 (7853.0)
40" (1016.0)	312.0 (7955.0)
40 1/2" (1028.7)	316.0 (8057.0)
41" (1041.4)	320.0 (8159.0)
41 1/2" (1054.1)	324.0 (8261.0)
42" (1066.8)	328.0 (8363.0)
42 1/2" (1079.5)	332.0 (8465.0)
43" (1092.2)	336.0 (8567.0)
43 1/2" (1104.9)	340.0 (8669.0)
44" (1117.6)	344.0 (8771.0)
44 1/2" (1130.3)	348.0 (8873.0)
45" (1143.0)	352.0 (8975.0)
45 1/2" (1155.7)	356.0 (9077.0)
46" (1168.4)	360.0 (9179.0)
46 1/2" (1181.1)	364.0 (9281.0)
47" (1193.8)	368.0 (9383.0)
47 1/2" (1206.5)	372.0 (9485.0)
48" (1219.2)	376.0 (9587.0)
48 1/2" (1231.9)	380.0 (9689.0)
49" (1244.6)	384.0 (9791.0)
49 1/2" (1257.3)	388.0 (9893.0)
50" (1270.0)	392.0 (9995.0)
50 1/2" (1282.7)	396.0 (10097.0)
51" (1295.4)	400.0 (10199.0)
51 1/2" (1308.1)	404.0 (10301.0)
52" (1320.8)	408.0 (10403.0)
52 1/2" (1333.5)	412.0 (10505.0)
53" (1346.2)	416.0 (10607.0)
53 1/2" (1358.9)	420.0 (10709.0)
54" (1371.6)	424.0 (10811.0)
54 1/2" (1384.3)	428.0 (10913.0)
55" (1397.0)	432.0 (11015.0)
55 1/2" (1409.7)	436.0 (11117.0)
56" (1422.4)	440.0 (11219.0)
56 1/2" (1435.1)	444.0 (11321.0)
57" (1447.8)	448.0 (11423.0)
57 1/2" (1460.5)	452.0 (11525.0)
58" (1473.2)	456.0 (11627.0)
58 1/2" (1485.9)	460.0 (11729.0)
59" (1498.6)	464.0 (11831.0)
59 1/2" (1511.3)	468.0 (11933.0)
60" (1524.0)	472.0 (12035.0)
60 1/2" (1536.7)	476.0 (12137.0)
61" (1549.4)	480.0 (12239.0)
61 1/2" (1562.1)	484.0 (12341.0)
62" (1574.8)	488.0 (12443.0)
62 1/2" (1587.5)	492.0 (12545.0)
63" (1600.2)	496.0 (12647.0)
63 1/2" (1612.9)	500.0 (12749.0)
64" (1625.6)	504.0 (12851.0)
64 1/2" (1638.3)	508.0 (12953.0)
65" (1651.0)	512.0 (13055.0)
65 1/2" (1663.7)	516.0 (13157.0)
66" (1676.4)	520.0 (13259.0)
66 1/2" (1689.1)	524.0 (13361.0)
67" (1701.8)	528.0 (13463.0)
67 1/2" (1714.5)	532.0 (13565.0)
68" (1727.2)	536.0 (13667.0)
68 1/2" (1739.9)	540.0 (13769.0)
69" (1752.6)	544.0 (13871.0)
69 1/2" (1765.3)	548.0 (13973.0)
70" (1778.0)	552.0 (14075.0)
70 1/2" (1790.7)	556.0 (14177.0)
71" (1803.4)	560.0 (14279.0)
71 1/2" (1816.1)	564.0 (14381.0)
72" (1828.8)	568.0 (14483.0)
72 1/2" (1841.5)	572.0 (14585.0)
73" (1854.2)	576.0 (14687.0)
73 1/2" (1866.9)	580.0 (14789.0)
74" (1879.6)	584.0 (14891.0)
74 1/2" (1892.3)	588.0 (14993.0)
75" (1905.0)	592.0 (15095.0)
75 1/2" (1917.7)	596.0 (15197.0)
76" (1930.4)	600.0 (15299.0)
76 1/2" (1943.1)	604.0 (15401.0)
77" (1955.8)	608.0 (15503.0)
77 1/2" (1968.5)	612.0 (15605.0)
78" (1981.2)	616.0 (15707.0)
78 1/2" (1993.9)	620.0 (15809.0)
79" (2006.6)	624.0 (15911.0)
79 1/2" (2019.3)	628.0 (16013.0)
80" (2032.0)	632.0 (16115.0)
80 1/2" (2044.7)	636.0 (16217.0)
81" (2057.4)	640.0 (16319.0)
81 1/2" (2070.1)	644.0 (16421.0)
82" (2082.8)	648.0 (16523.0)
82 1/2" (2095.5)	652.0 (16625.0)
83" (2108.2)	656.0 (16727.0)
83 1/2" (2120.9)	660.0 (16829.0)
84" (2133.6)	664.0 (16931.0)
84 1/2" (2146.3)	668.0 (17033.0)
85" (2159.0)	672.0 (17135.0)
85 1/2" (2171.7)	676.0 (17237.0)
86" (2184.4)	680.0 (17339.0)
86 1/2" (2197.1)	684.0 (17441.0)
87" (2209.8)	688.0 (17543.0)
87 1/2" (2222.5)	692.0 (17645.0)
88" (2235.2)	696.0 (17747.0)
88 1/2" (2247.9)	700.0 (17849.0)
89" (2260.6)	704.0 (17951.0)
89 1/2" (2273.3)	708.0 (18053.0)
90" (2286.0)	712.0 (18155.0)
90 1/2" (2298.7)	716.0 (18257.0)
91" (2311.4)	720.0 (18359.0)
91 1/2" (2324.1)	724.0 (18461.0)
92" (2336.8)	728.0 (18563.0)
92 1/2" (2349.5)	732.0 (18665.0)
93" (2362.2)	736.0 (18767.0)
93 1/2" (2374.9)	740.0 (18869.0)
94" (2387.6)	744.0 (18971.0)
94 1/2" (2400.3)	748.0 (19073.0)
95" (2413.0)	752.0 (19175.0)
95 1/2" (2425.7)	756.0 (19277.0)
96" (2438.4)	760.0 (19379.0)
96 1/2" (2451.1)	764.0 (19481.0)
97" (2463.8)	768.0 (19583.0)
97 1/2" (2476.5)	772.0 (19685.0)
98" (2489.2)	776.0 (19787.0)
98 1/2" (2501.9)	780.0 (19889.0)
99" (2514.9)	784.0 (19991.0)
99 1/2" (2527.6)	788.0 (20093.0)
100" (2540.0)	792.0 (20195.0)



MAINTENANCE

No maintenance is normally required, however a periodic inspection of rated barriers is recommended to make sure that any new openings, modifications or previously installed firestops, or areas exhibiting physical damage, have been properly sealed or repaired. Subsequent sealing or repairs should be accomplished using SpecSeal® products per the original approved design.
RETROFIT: When adding or removing penetrants, care should be taken to minimize damage to the seal. Rereseal using SpecSeal® products per the approved design. NOTE: New penetrants of a different nature than the original design may require a totally new firestop design or extensive modifications to the existing design. Retest all openings as per the requirements of the modified design.

TECHNICAL SERVICE

Specified Technologies Inc. provides full technical support to assist in product selection and appropriate installation design. UL Systems, Material Safety Data Sheets and other technical information is available through the Technical Library at www.stitechnologies.com.

PRECAUTIONARY INFORMATION

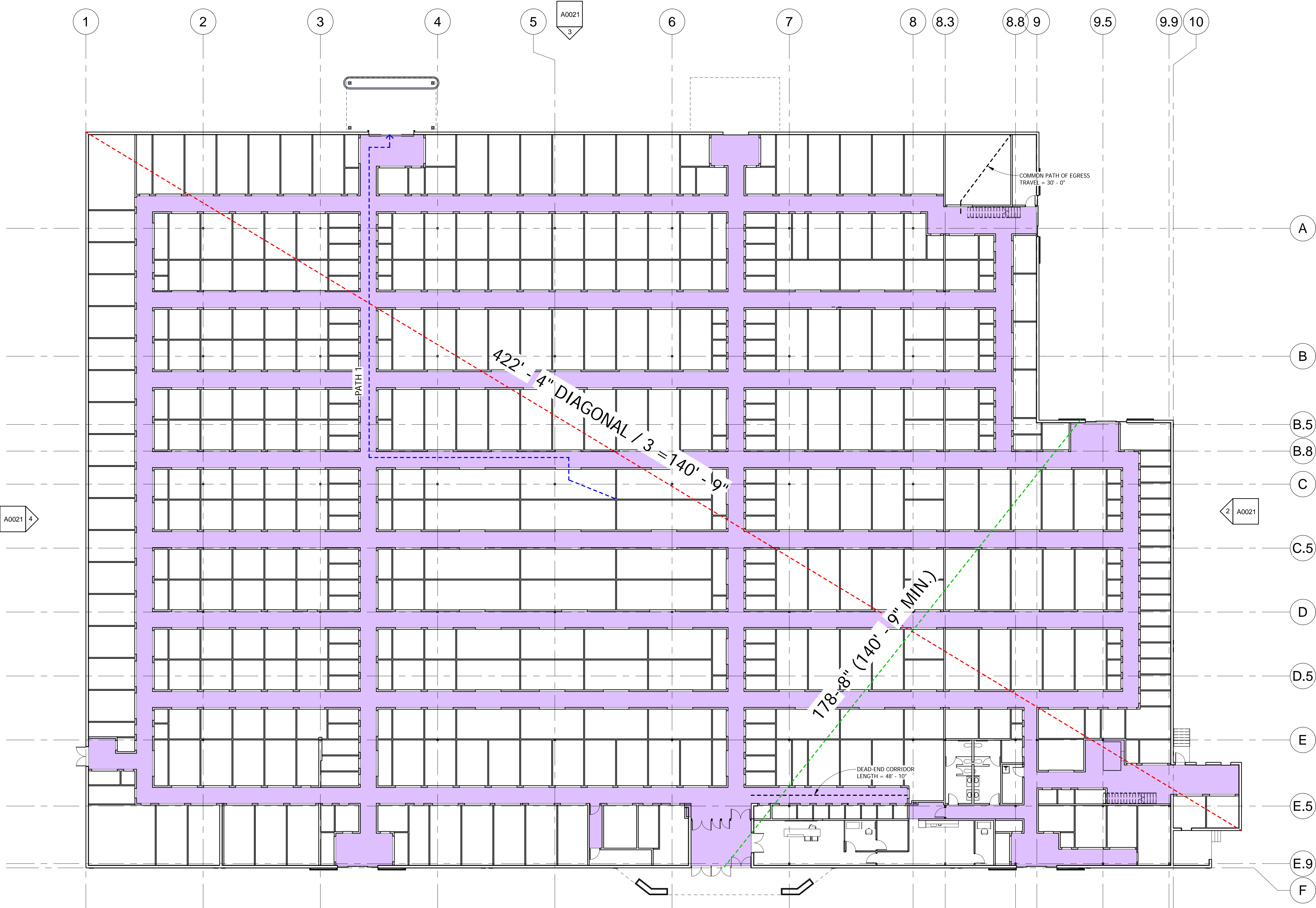
Consult Material Safety Data Sheet for additional information on the safe handling and disposal of this material.

AVAILABILITY

SpecSeal® Series LCI Sealant is available from authorized STI distributors. Consult factory or website for the names and locations of the nearest sales representatives or distributors.

ORDERING INFORMATION

CAT. NO.	DESCRIPTION
LC0300	Sealant 10.1 oz Tube
LC0305	Sealant 5 Gal Pail
LC0320	Sealant 20 oz Sausage
LC0329	Se



BUILDING DATA

SITE INFO
PARCEL ID: 226-0514-0931-001
ZONING DISTRICT(S): M-2 (HEAVY INDUSTRIAL DISTRICT)

SITE SQUARE FOOTAGE
ACRES: 6.197
SQUARE FEET: 269,924 SF

PROJECT DESCRIPTION
SITE AND BUILDING MODIFICATIONS TO FIT-UP AN EXISTING VACANT BUILDING TO HOUSE A CLIMATE-CONTROLLED STORAGE FACILITY. THIS INVOLVES A CHANGE OF USE FROM RETAIL TO S-1 STORAGE.

BUILDING FOOTPRINT ALLOWABLE	NUMBER OF STORIES ALLOWABLE	BUILDING HEIGHT MAXIMUM ALLOWABLE
BLDG. 01 EXIST. 75,080 GSF	EXIST. 02	EXIST. 22' - 0"
BLDG. 01 PROPOSED 75,120 GSF	PROPOSED 02	PROPOSED 22' - 0"

ARCHITECTURAL CODE ANALYSIS

APPLICABLE CODES
-2015 INTERNATIONAL BUILDING CODE
-2017 NATIONAL ELECTRIC CODE
-2015 INTERNATIONAL MECHANICAL CODE
-2015 INTERNATIONAL PLUMBING CODE
-2015 INTERNATIONAL ENERGY CONSERVATION CODE
-2015 INTERNATIONAL PROPERTY MAINTENANCE CODE
-2015 FUEL GAS CODE
-2015 INTERNATIONAL EXISTING BUILDING CODE

BUILDING INTERIOR SF EXISTING
BUILDING 01 LEVEL 01: 73,945 GSF
BUILDING 01 LEVEL 02: 8,998 GSF

BUILDING INTERIOR SF PROPOSED
BUILDING 01 LEVEL 01: 74,014 GSF
BUILDING 01 LEVEL 02: 8,998 GSF

USE GROUP
S-1: 300 GSF PER OCCUPANT

CONSTRUCTION CLASS
TYPE: IIB

SPRINKLER SYSTEM
NFPA 13 AUTOMATIC SPRINKLER SYSTEM (EXISTING)

OCCUPANT LOAD PER FLOOR
BUILDING 01 LEVEL 01 74,014 /300= 247 OCC.
BUILDING 01 LEVEL 02 8,998 /300= 30 OCC.

NUMBER OF EXITS	REQUIRED	PROVIDED
BUILDING 01 LEVEL 01:	02	07

SIZE OF EXITS	REQUIRED	PROVIDED
BUILDING 01 LEVEL 01:	264 X 2 = 53"	2 X 73" = 146"

EXIT SEPARATION	REQUIRED	PROVIDED
BUILDING 01 LEVEL 01	422' - 04" / 3 = 140' - 09" MIN.	178' - 08"

EXIT ACCESS TRAVEL DISTANCE	MAXIMUM ALLOWED	PROVIDED
BUILDING 01 LEVEL 01:	≤ 250'	192' - 07"

COMMON PATH OF TRAVEL DISTANCE	MAXIMUM ALLOWED	PROVIDED
	≤ 100'	30' - 0"

DEAD-END CORRIDOR LENGTH	MAXIMUM ALLOWED	PROVIDED
BUILDING 01 LEVEL 01:	≤ 50'	48' - 10"
BUILDING 01 LEVEL 02:	≤ 50'	

SIZE OF EGRESS PATHS	REQUIRED MINIMUM	PROVIDED
BUILDING 01 LEVEL 01:	44"W X 90"H CORRIDORS	60"W X 92"H CORRIDORS

PLUMBING FIXTURES
BUILDING 01 TOTAL OCCUPANTS = 247 = 123 MALES & 124 FEMALES

1/100 FEMALE WATERCLOSETS: 1/100 MALE WATERCLOSETS
2 FEMALE WATERCLOSET(S) AND 2 MALE WATERCLOSET(S) REQ'D.

1/100 FEMALE LAVATORIES: 1/100 MALE LAVATORIES
2 FEMALE LAVATORY(S) AND 2 MALE LAVATORY(S) REQ'D.

1 MULTI-USER ACCESSIBLE FEMALE TOILET ROOM & 1 MULTI-USER ACCESSIBLE MALE TOILET ROOM PROVIDED

1/1000 TOTAL OCCUPANTS = 1 ACCESSIBLE DRINKING FOUNTAIN REQ'D.
1 ACCESSIBLE DRINKING FOUNTAIN PROVIDED

1 SERVICE SINK REQUIRED
1 SERVICE SINK LOCATED IN JANITOR CLOSET

ADDITIONAL ACCESSIBLE ITEMS

ACCESSIBLE LEVER-HANDLE DOOR HARDWARE W/PUSH & PULL-SIDE CLEARANCES

ACCESSIBLE MILLWORK WITH ACCESSIBLE COUNTER HEIGHTS, KNEE SPACES, PULLS, SINKS, & FAUCETS

ACCESSIBLE WATERCLOSETS, LAVATORIES, FAUCETS, MIRRORS, DISPENSERS, & GRAB BARS



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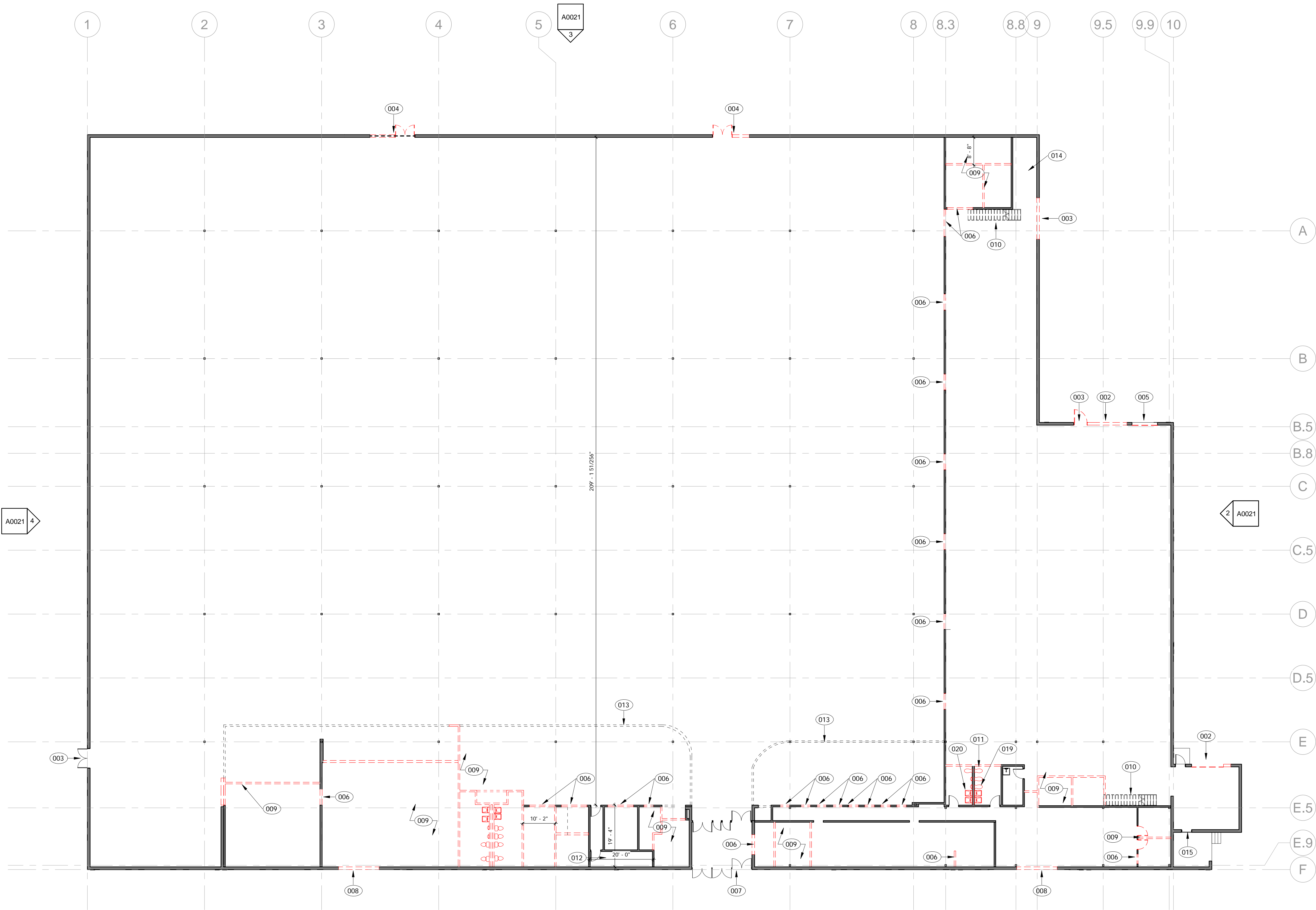
No.	Description	Date
1	Planning Submission	06/03/21

CODE PLAN

Sheet Issue Date: N.F.C.
Drawn By: DC
Approved By: CL
Project No.: 1218

A0004

Scale: As Indicated



DEMOLITION GENERAL NOTES:

- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVAL OF EXISTING CONSTRUCTION AND THE STORAGE AND REMOVAL OF SAID CONSTRUCTION, AND SHALL MAINTAIN THE AREA OF CONSTRUCTION IN A CLEAN AND ORDERLY CONDITION WITH DAILY REMOVAL OF DEBRIS. COORDINATE REMOVALS OF OTHER TRADES; REFER TO ENGINEERING DRAWINGS FOR ADDITIONAL SCOPE.
- B. THE CONTRACTOR SHALL DO ALL CUTTING, PATCHING AND REPAIRING REQUIRED TO PERFORM THE WORK INDICATED ON THE DRAWINGS. ALL CUTTING AND REMOVALS SHALL BE DONE NEATLY.
- C. ALL ITEMS TO BE REMOVED AND SCHEDULED FOR REINSTALLATION OR TO BE RETURNED TO THE BUILDING SHALL BE PROTECTED, CLEAN AND FREE OF DEFECTS. FOR ITEMS SCHEDULED FOR REMOVAL AND REINSTALLATION, CONTRACTOR SHALL VERIFY AND DOCUMENT, IN WRITING, THE CONDITION AND FUNCTIONALITY OF THE ITEM(S) PRIOR TO REMOVAL. ANY DAMAGE TO ITEM(S) NOT DOCUMENTED SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- D. ALL EXISTING SURFACES AND EQUIPMENT TO REMAIN SHALL BE FULLY PROTECTED FROM DAMAGE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR DAMAGE AND SHALL MAKE REPAIRS REQUIRED AT NO ADDITIONAL COST TO THE OWNER.
- E. NO DEBRIS SHALL BE ALLOWED TO ACCUMULATE ON THE SITE. DEBRIS SHALL BE REMOVED BY THE CONTRACTOR AS THE JOB PROCEEDS. THE SITE SHALL BE LEFT BROOM CLEAN AT THE COMPLETION OF REMOVALS.
- F. ERECT AND MAINTAIN DUSTPROOF BARRIERS TO PREVENT THE SPREAD OF DUST, FUMES, SMOKE, ETC. TO OTHER PARTS OF THE FLOOR OR BUILDING. UPON COMPLETION OF WORK, REMOVE BARRIERS AND REPAIR DAMAGED SURFACES TO MATCH ADJACENT. PROTECT HVAC SYSTEM FROM DUST & DEBRIS. CONTRACTOR TO PROVIDE FILTER MEDIA TO COVER THE MAIN RETURN AIR GRILLES. PROVIDE NEW AIR FILTERS AT MECHANICAL UNITS AT THE COMPLETION OF CONSTRUCTION.
- G. COMPLY WITH APPLICABLE LOCAL, STATE AND FEDERAL CODES AND REGULATIONS PERTAINING TO SAFETY OF PERSONS, PROPERTY AND ENVIRONMENTAL PROTECTION. ANNOYANCES AND DISTURBANCES TO OTHER OCCUPANTS, PERSONNEL AND EMPLOYEES SHALL BE KEPT TO THE MINIMUM NECESSARY FOR THE PERFORMANCE OF THE WORK.
- H. CONTRACTOR TO COORDINATE SHUTDOWN OF BUILDING SYSTEMS WITH THE BUILDING PRIOR TO IMPLEMENTATION.
- I. REMOVE ABANDONED PLUMBING LINES BACK TO THE RISERS, AND CAP.
- J. REMOVE ABANDONED WIRING BACK TO ELECTRICAL PANELS. COORDINATE REUSE OF FREED CIRCUITS. PROVIDE TEMPORARY LIGHT AND POWER DURING CONSTRUCTION. CONTRACTOR SHALL PROVIDE ELECTRICAL MAKE-SAFE DURING REMOVALS AND CONSTRUCTION.

SCOPE OF DEMO. GENERAL NOTES:

- REMOVE EXISTING FINISH MATERIALS (INCLUDING WALLCOVERING, FLOOR FINISHES, WALL BASE, ETC) THROUGHOUT. UNO. PREPARE SURFACES FOR NEW FINISHES.
- REMOVE DOORS, FRAMES, AND HARDWARE AS NOTED AND SAVE FOR REINSTALLATION U.N.O.
- REMOVE DEMOUNTABLE PARTITIONS AS NOTED AND SAVE FOR REINSTALLATION U.N.O.
- REMOVE AND DISCARD ALL FLOOR FINISHES, FLASH PATCH, MASTIC AND ADHESIVES DOWN TO THE FLOOR STRUCTURE.
- REMOVE ALL EXISTING MATERIALS WHICH CAUSE RISES OR DEPRESSIONS IN FLOORING SURFACE, SUCH AS FASTENERS, OUTLET CORES, COVER PLATES, RESILIENT FLOOR COVERINGS, CARPET PAD, FLASH PATCH, CONCRETE FILL, PLYWOOD ETC.
- EXISTING CEILING GRID TO REMAIN, U.N.O MODIFY TO ACCOMMODATE NEW PARTITIONS.
- EXISTING LAY-IN CEILING TILES TO REMAIN, U.N.O.
- REMOVE ALL CEILING TILES AND GRID (INCLUDING SUPPORTS AND HANGERS) THROUGHOUT THE AREA OF WORK.
- REMOVE EXISTING CEILING TILES WHERE DEMOLITION AND NEW CONSTRUCTION OCCUR AND STORE FOR LATER RE-USE. ALL BROKEN, PARTIAL, STAINED, OR DAMAGED TILES SHALL BE DISCARDED.
- SALVAGE FIRE ALARM DEVICES, EXIT SIGNS, LIGHTING AND HVAC DEVICES THAT ARE SCHEDULED FOR REMOVAL FOR REUSE, U.N.O.
- REMOVE ALL EXISTING LIGHT FIXTURES AND LENSES (WHERE NOTED) AND STORE FOR FUTURE USE. ALL RELOCATED FIXTURES TO BE IN FULL OPERATING ORDER.
- REMOVE ALL CABINETRY, SIGNAGE, CORNER GUARDS, SHELVING, EQUIPMENT, EXPOSED BLOCKING, WALL MOUNTED ACCESSORIES (CHALKBOARDS, WALL MOUNTED COAT HOOKS, SIGNAGE, PICTURES, ETC.) U.N.O.
- PROTECT EXISTING WINDOW TREATMENTS. CONTRACTOR TO REPLACE ANY BLINDS/DRAPE DAMAGED DURING DEMOLITION/CONSTRUCTION.
- NO STRUCTURAL ELEMENTS SHALL BE REMOVED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL CONDITIONS AND MATERIALS WITHIN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL HAVE THE SOLE RESPONSIBILITY FOR ANY DAMAGE OR INJURIES CAUSED BY OR DURING THE EXECUTION OF THE WORK. NO STRUCTURAL ELEMENTS SHALL BE REMOVED (BEFORE ADEQUATE TEMPORARY BRACING AND SHORING HAS BEEN INSTALLED.) SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW BY THE STRUCTURAL ENGINEER OF RECORD AND FOR FILING WITH THE DEPARTMENT OF BUILDINGS. THESE DRAWINGS SHALL INDICATE DETAILS OF SHORING, BRACING OR OTHER CONSTRUCTION REQUIRED FOR THE STRUCTURAL WORK AND THE PHASING, STAGING AND SEQUENCING OF SUCH WORK, AND SHALL BE PREPARED BY A REGISTERED ARCHITECT OR PROFESSIONAL ENGINEER AUTHORIZED, RETAINED OR HIRED BY THE OWNER. THESE DRAWINGS SHALL BE PROVIDED TO THE REGISTERED ARCHITECT OR PROFESSIONAL ENGINEER RESPONSIBLE FOR THE SPECIAL INSPECTION OF THE STABILITY AND INTEGRITY OF EXISTING STRUCTURES DURING CONSTRUCTION OPERATIONS.]
- REMOVE ALL PLUMBING FIXTURES.
- REMOVE ALL ABANDONED TELEPHONE AND DATA CABLING.
- REMOVALS AND SURPLUS (NEW) CONSTRUCTION MATERIALS SHALL BE SORTED AND DISCARDED PER THE STATE AND LOCAL REQUIREMENTS FOR THE RECYCLING OF CONSTRUCTION WASTE

DEMOLITION PLAN LEGEND:

- NOT IN CONTRACT (NIC)
- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE REMOVED

Room Name
[101] ROOM TAG

1 / A101 VIEW REFERENCE

- CENTERLINE
- KEYNOTE TAG
- EXISTING DOOR TO REMAIN
- EXISTING DOOR TO BE REMOVED

EXTERIOR ELEVATION DEMOLITION PLAN
KEYNOTES:

- 002 REMOVE OVERHEAD DOOR & PREP FOR CONST. OF NEW AUTOMATIC OVERHEAD DOOR
- 003 EXG. DOOR TO REMAIN & BE PAINTED
- 004 REMOVE EXG. DOOR & PART OF EXG. CMU WALL & ADD NEW AUTOMATIC SLIDING ENTRY DOOR FOR NEW LOADING ZONE
- 005 REMOVE EXG. OVERHEAD DOOR & INFILL OPENING W/ MATERIALS TO MATCH EXG. ADJACENT
- 006 REMOVE PART OF EXIST. INT. WALL
- 007 EXG. DOOR TO REMAIN
- 008 REMOVE PART OF EXIST. EXT. WALL AND ADD NEW AUTOMATIC SLIDING ENTRY DOOR
- 009 REMOVE EXIST. INT. WALLS & DOORS
- 010 EXIST. STAIR TO REMAIN
- 011 REMOVE EXISTING RESTROOM WALL
- 012 EXIST. ELECT. TO REMAIN
- 013 EXIST. SOFFIT TO REMAIN
- 014 EXIST. SPRINKLER ROOM TO REMAIN
- 015 EXIST. DOOR TO REMAIN & LOCKED
- 016 REMOVE EXG. OVERHEAD DOOR, OPENING TO REMAIN FOR NEW OVERHEAD DOOR INSTALLATION
- 017 REMOVE ALL EXISTING EXTERIOR WALL MOUNTED SIGNAGE. CAP OFF EXISTING ELECTRICAL CONNECTIONS AS REQ'D. PATCH & REPAIR EXISTING HOLES IN WALL OR OTHER DAMAGE CAUSED BY SIGNAGE MOUNTING HARDWARE, ETC.
- 018 REMOVE & DISCARD ALL EXISTING MTL. PARAPET DRIP CAPS & ASSOCIATED FASTENINGS & HARDWARE (PATCH & REPAIR I.O. WALL AS REQ'D. & PREP TO RECEIVE NEW TREATMENT & TRIM)
- 019 EXISTING RESTROOM FIXTURES TO BE REMOVED
- 020 EXISTING PLUMBING WALL TO REMAIN REROUTE PLUMBING AS REQ'D. FOR NEW FIXTURES



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No.	Description	Date

LEVEL 01 OVERALL SELECTIVE REMOVAL
FLOOR PLAN - BLDG. 01

Sheet Issue Date: N.F.C.

Drawn By: DC

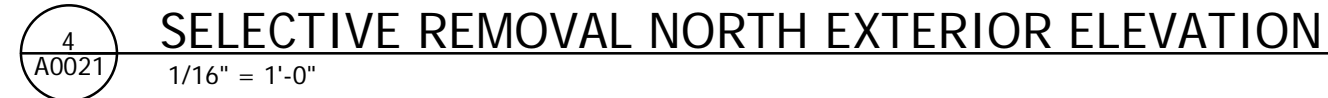
Approved By: Approver

Project No.: 1218

A0011

Scale: As indicated

8/9/2021 8:59:32 AM



002	REMOVE OVERHEAD DOOR & PREP FOR CONST. OF NEW AUTOMATIC OVERHEAD DOOR
003	EXG. DOOR TO REMAIN & BE PAINTED
004	REMOVE EXG. DOOR & PART OF EXG. GUM WALL & ADD NEW AUTOMATIC SLIDING
005	ENTRY DOOR FOR NEW LOADING DOCK
006	REMOVE EXG. OVERHEAD DOOR & INFILL OPENING W/ MATERIALS TO MATCH EXG. ADJACENT
007	REMOVE PART OF EXIST. INT. WALL
008	EXG. DOOR TO REMAIN
009	REMOVE PART OF EXIST. EXT. WALL AND ADD NEW AUTOMATIC SLIDING ENTRY DOOR
010	REMOVE EXIST. INT. WALLS & DOORS
011	REMOVE EXISTING RESTROOM WALL
012	EXIST. ELECT. TO REMAIN
013	EXIST. SINKER TO REMAIN
014	EXIST. SPRINKLER ROOM TO REMAIN
015	EXIST. DOOR TO REMAIN & LOCKED
016	REMOVE EXG. OVERHEAD DOOR, OPENING TO REMAIN FOR NEW OVERHEAD DOOR INSTALLATION
017	REMOVE ALL EXISTING EXTERIOR WALL MOUNTED SIGNAGE, CAP OFF EXISTING ELECTRICAL CONNECTIONS AS REQ'D. PATCH & REPAIR EXISTING HOLES IN WALL OR OTHER DAMAGE CAUSED BY SIGNAGE MOUNTING HARDWARE, ETC.
018	REMOVE & DISCARD ALL EXISTING MATCH, PARAPET DRIP CAPS & ASSOCIATED FASTENERS & HARDWARE (PATCH & REPAIR T/O WALL AS REQ'D. & PREP TO RECEIVE NEW TREATMENT & TRIM)
019	EXISTING RESTROOM FIXTURES TO BE REMOVED
020	EXISTING PLUMBING WALL TO REMAIN REMOVE PLUMBING AS REQ'D. FOR NEW FIXTURES



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OVERALL EXTERIOR DEMOLITION ELEVATIONS

Sheet Issue Date:	N.F.
Drawn By:	J
Approved By:	C
Project No.:	121

A0021





Scale: As indicated

1	8	CL	IT	C.
8/8/2021 8:59:33 AM Y:\ARCHITECTURE\DEPT\Fort Atkinson WI - True Storage\Revit\WI - Fort Atkinson-True Storage.rvt				

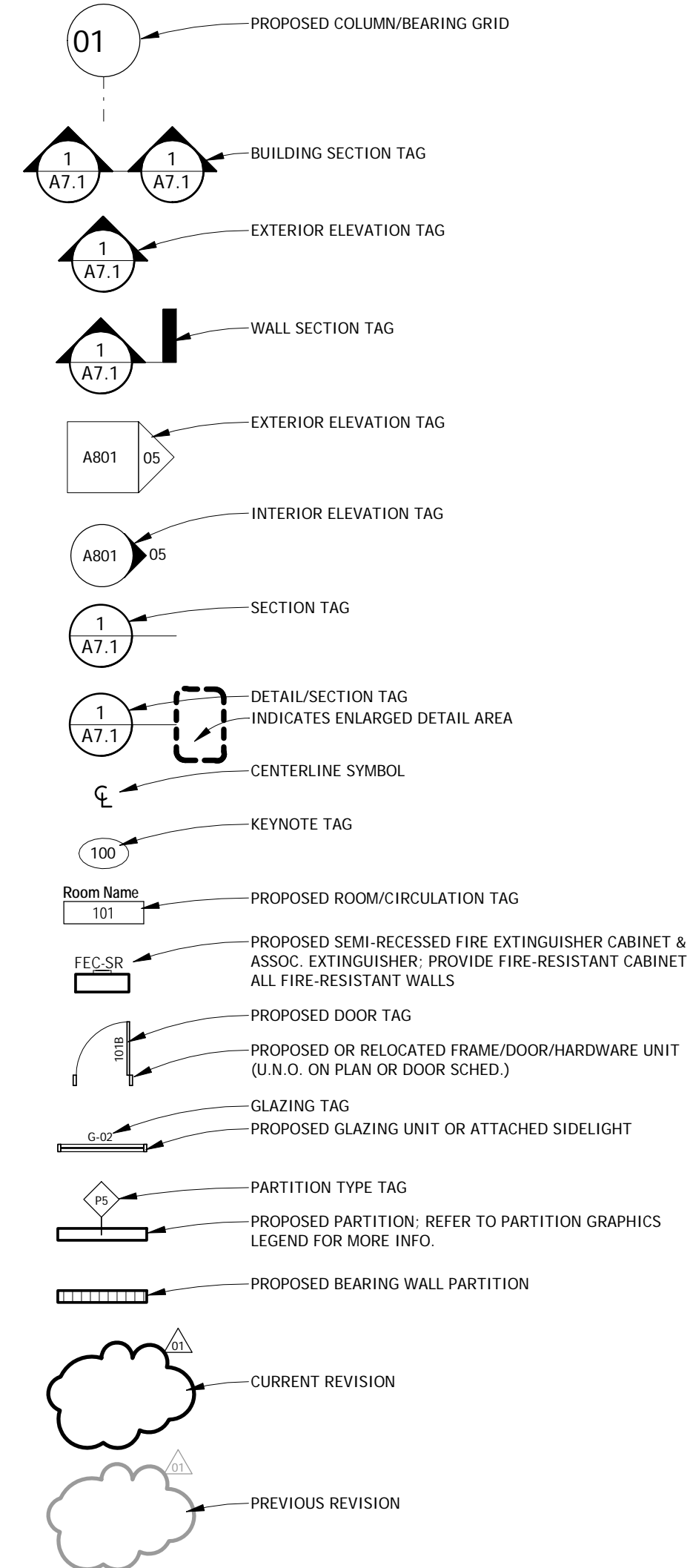
Legend for the floor plan symbols:

- NOT IN CONTRACT (NIC)
- EXISTING WALL TO REMAIN
- EXISTING DOOR TAG
- EXISTING FRAME/DOOR/HARDWARE UNIT TO REMAIN (U.N.O. ON PLAN OR DOOR SCHED.)
- GLAZING TAG
- EXIST. GLAZING UNIT OR ATTACHED SIDELIGHT
- EXIST. (RM. NAME)
- EXISTING ROOM/CIRCULATION TAG
- EXISTING COLUMN/BEARING GRID



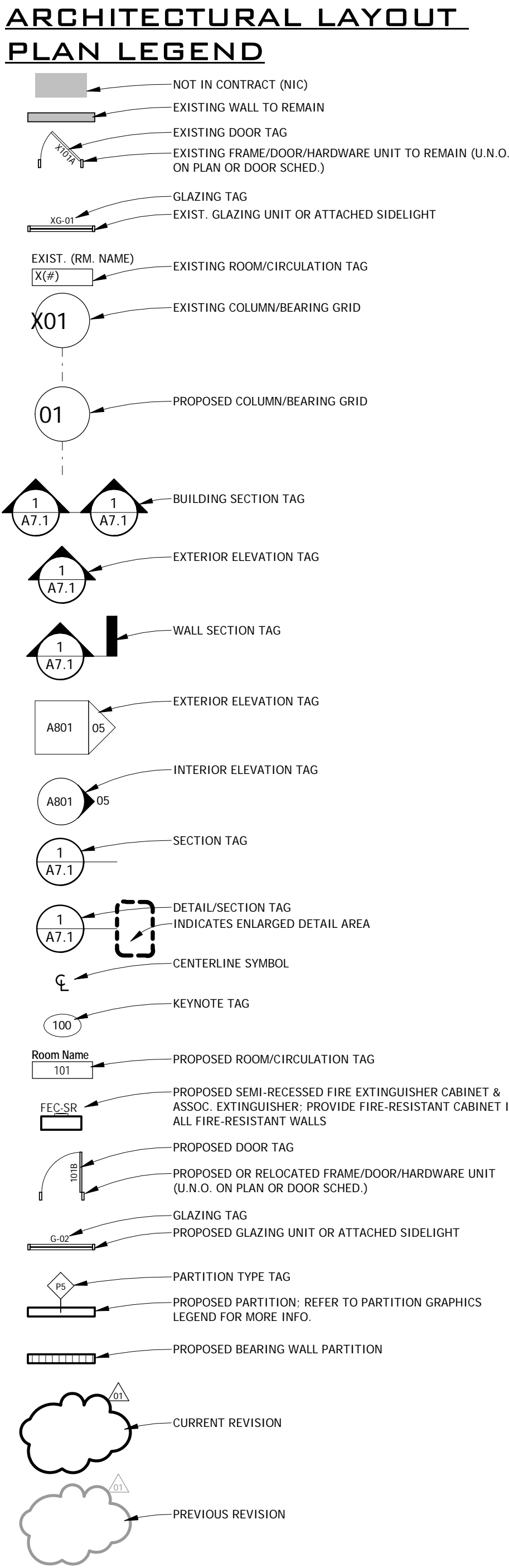
-  = RENTABLE AREA
-  = OFFICE / RECEPTION / STAFF AREAS
-  = BLDG. SERVICES
-  = CIRCULATION

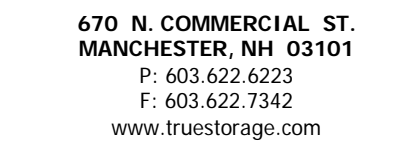
BLDG. PROGRAM, AREA & PERCENTAGE (EXG. BLDG.)			
RENTABLE	61,666.96 S.F.	74.61%	
CIRCULATION	19,620.94 S.F.	23.75%	
OFFICE / RECEPT. / STAFF	1,002.11 S.F.	1.21%	
BLDG. SERVICES	758.67 S.F.	0.91%	
TOTAL (NET)	82,642.45 S.F.	100%	



Unit Percentage Count Per CBRE				
Name	Count	Department	Proposed Percentage	Goal Percentage Per Region
5X5	58	RENTABLE	9.52	10.25
5X10	128	RENTABLE	22.49	22.61
5X15	36	RENTABLE	6.71	6.36
10X10	114	RENTABLE		
10X15	72	RENTABLE	10.69	12.72
10X20	83	RENTABLE	16.63	14.66
10X30	12	RENTABLE	2.17	2.12
20X20	2	RENTABLE	0.00	0.35
OTHER	61	RENTABLE	10.52	11.13
Grand total: 566				







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[illegible]

LEVEL 03 OVERALL ROOF PLAN

Meeting Issue Date: N.F.C.

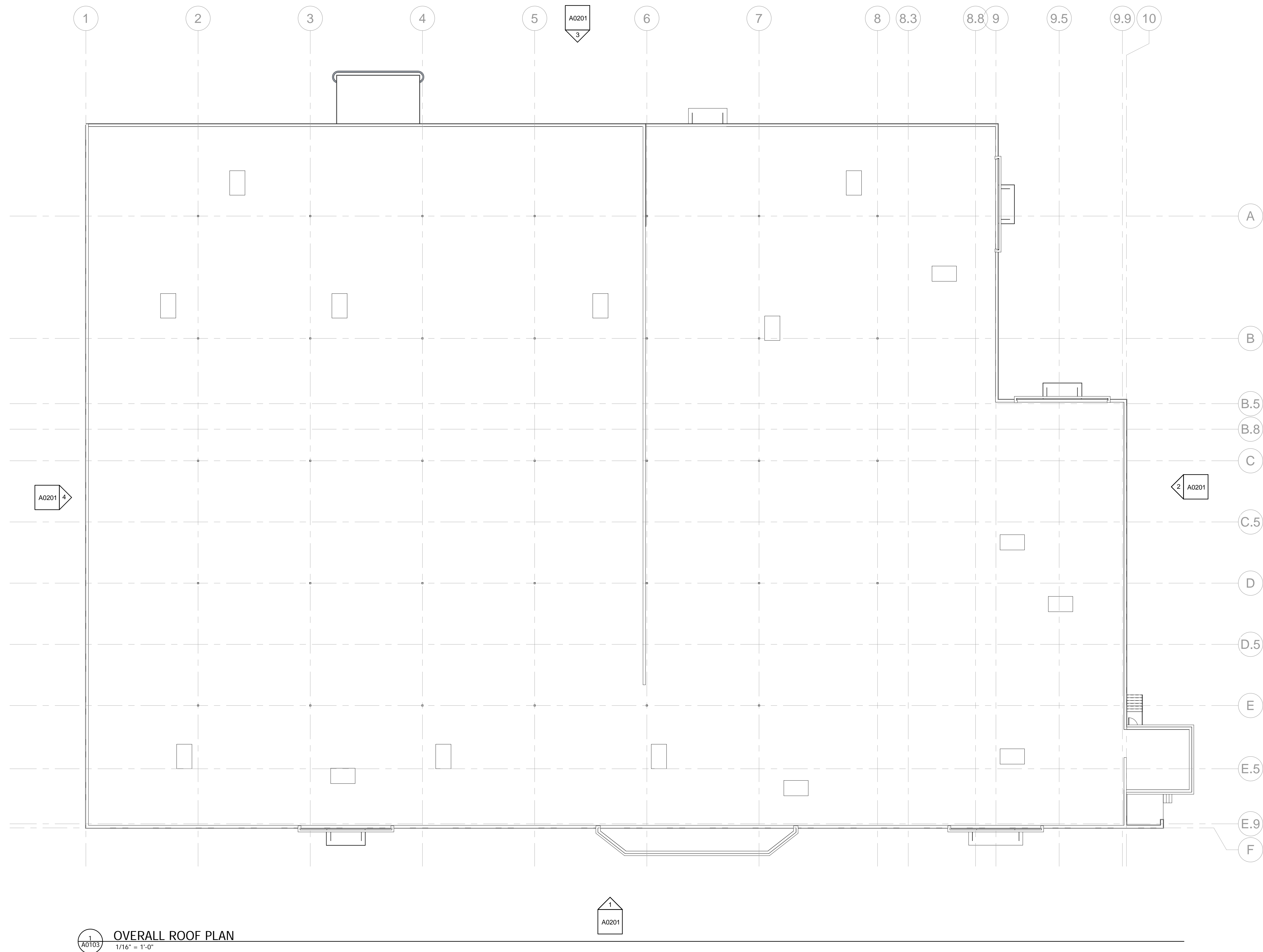
Drawn By: _____ Author: _____

Approved By: _____ Approver: _____

Project No.:	1218
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A0103

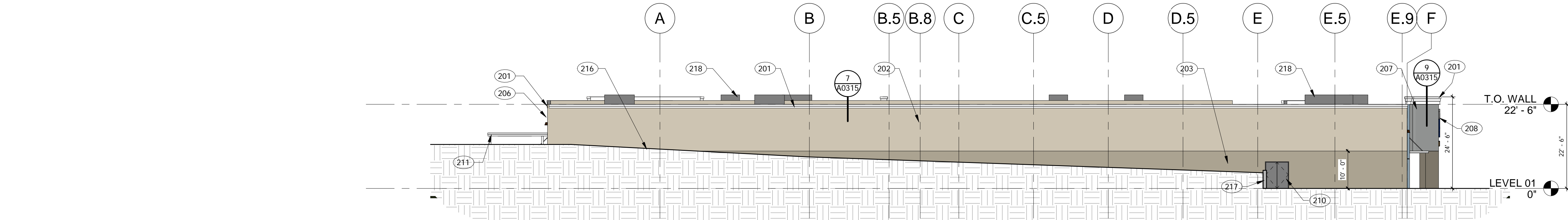
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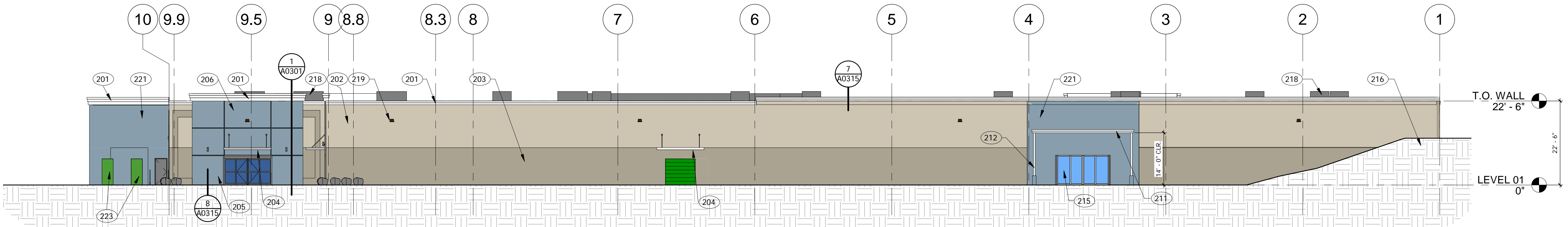
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A0103

OVERALL ROOF PLAN

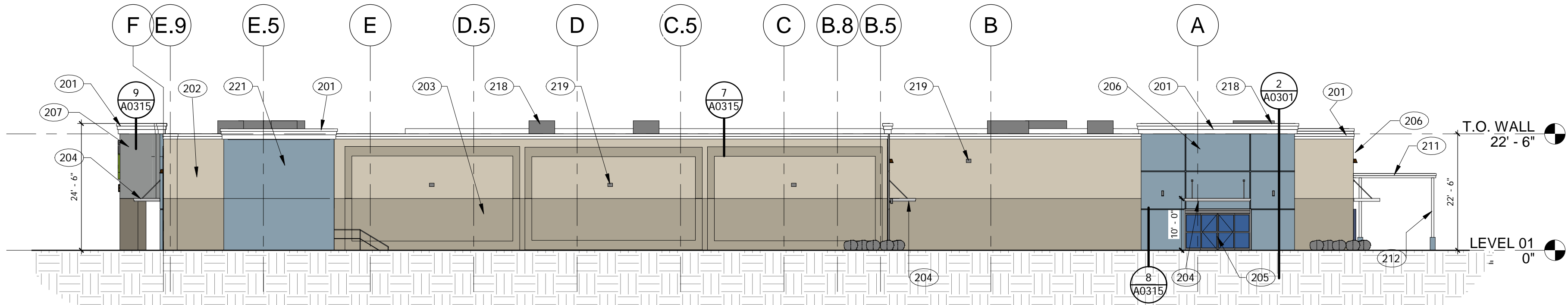
1/16" = 1'-0"



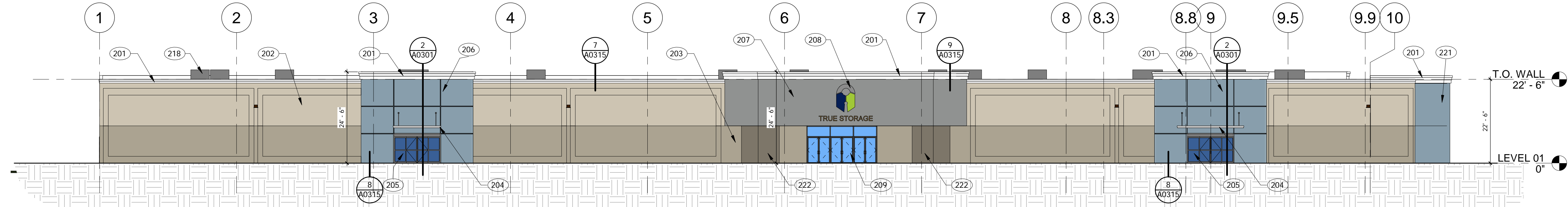
4 NORTH EXTERIOR ELEVATION
1/16" = 1'-0"



3 EAST EXTERIOR ELEVATION
1/16" = 1'-0"



2 SOUTH EXTERIOR ELEVATION
1/16" = 1'-0"



1 WEST EXTERIOR ELEVATION
1/16" = 1'-0"

GENERAL NOTES

REFER TO SHEET A0001 FOR ADDITIONAL GENERAL NOTES

EXTERIOR ELEVATIONS GRAPHICS LEGEND

- NOT IN CONTRACT (NIC)
- EXISTING FRAME/DOOR/HARDWARE UNIT TO REMAIN (U.N.O. ON PLAN OR DOOR SCHED.)
- EXIST. EXTERIOR GLAZING UNIT OR ATTACHED SIDELIGHT TO REMAIN
- EXISTING COLUMN/BEARING GRID
- NEW COLUMN/BEARING GRID
- NEW CONSTRUCTION
- NEW EXTERIOR FRAME/DOOR/HARDWARE UNIT UNLESS SPECIFICALLY NOTED OTHERWISE ON PLAN OR DOOR SCHEDULE
- NEW EXTERIOR GLAZING UNIT OR ATTACHED SIDELIGHT
- SELECTIVE REMOVAL EXTERIOR ELEVATION KEYNOTE TAG

EXTERIOR ELEVATIONS CONST. KEYNOTES

- 201 "STO WHITE" EIFS PARAPET CROWN
- 202 UPPER PORTION OF EXG. BRICK/CMU WALL TO BE PAINTED STO "IVORY KEY" COLOR
- 203 LOWER PORTION OF EXG. BRICK/CMU WALL TO BE PAINTED STO "MOONDUST" COLOR
- 204 WALL SUSPENDED ENTRY ROOF CANOPY
- 205 NEW ALUM. & GLASS AUTOMATIC SLIDING ENTRY DOOR INSTALLED IN NEW WALL OPENING
- 206 NEW METAL STUD FRAMED PROJECTED ENTRY WALL W/ STO "CADET" COLOR
- 207 EXG. ENTRY OVERHANG TO REMAIN & BE PAINTED STO "BURNT ASH" COLOR
- 208 NEW LIT SIGNAGE MOUNTED TO EXG. WALL (USE EXG. ELEC. AS REQ'D.)
- 209 EXG. ENTRY DOORS TO REMAIN, REPLACE, PAINT &/OR REPAIR DOORS IF REQ'D.
- 210 EXG. DOOR TO REMAIN & BE PAINTED
- 211 NEW DRIVE UNDER ROOF CANOPY @ LOADING DOORS SUPPORTED BY STL. COLUMNS
- 212 STL. COLUMNS @ ROOF CANOPY SET ON CONCRETE PIERS
- 215 NEW ALUM. & GLASS AUTOMATIC SLIDING ENTRY DOOR INSTALLED IN EXG. DOOR OPENING (WIDEN EXG. OPENING AS REQ'D. FOR NEW DOOR)
- 216 EXG. GRADE TO REMAIN
- 217 EXG. RETAINING WALL TO REMAIN
- 218 EXISTING ROOF TOP MECHANICAL UNITS TO REMAIN
- 219 EXISTING EXT. LIGHTING TO BE REMOVED & REPLACED W/ NEW FIXTURES
- 221 EXISTING CMU WALL TO BE PAINTED STO "CADET" COLOR
- 222 REMOVE EXE. O.H. DOOR, INFILL EXG. W/ ALL OPEN'G AS REQ'D. + ADD NEW O.H. STO. UNIT DOORS
- 223 NEW TRELLIS WITH CLIMBING SCHRUBS; REFER TO CIVIL FOR TYPE



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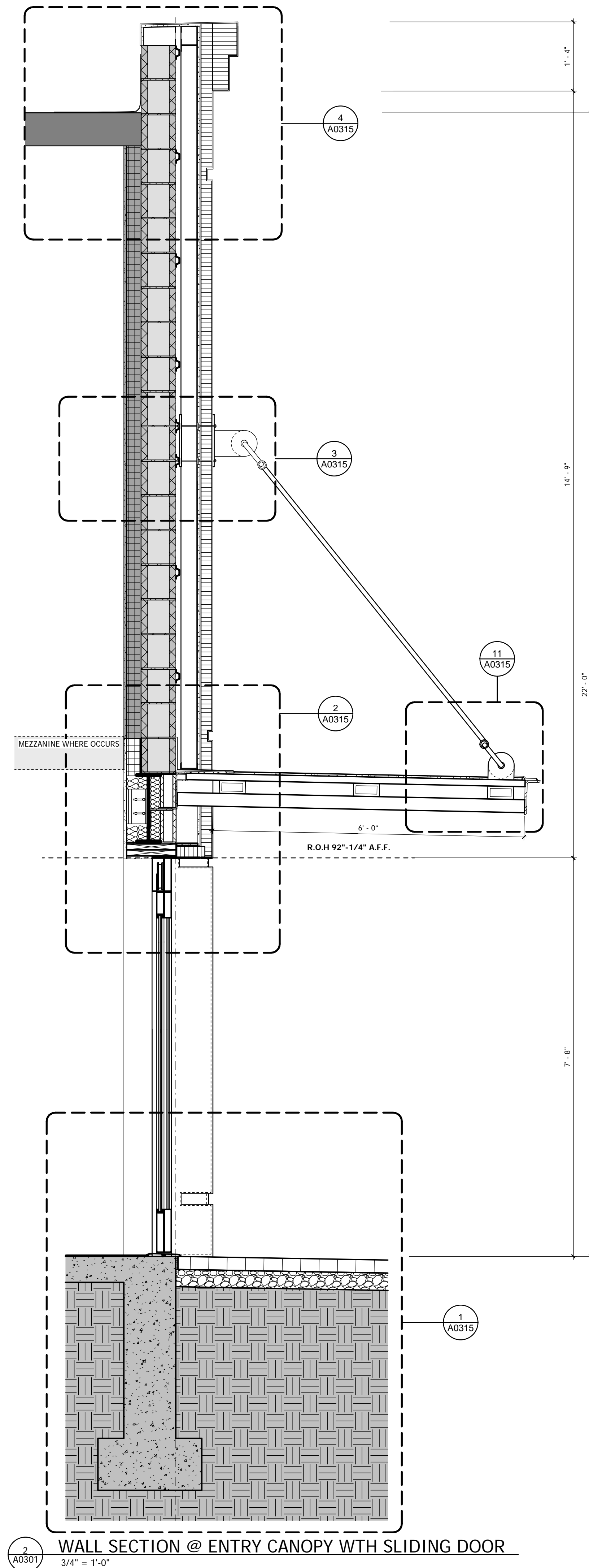
No.	Description	Date
1	Planning Submission	06/03/21

OVERALL EXTERIOR ELEVATIONS

Sheet Issue Date: N.F.C.
Drawn By: MN
Approved By: CL
Project No.: 1218

A0201
Scale: As Indicated

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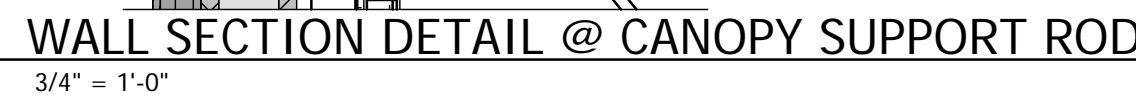
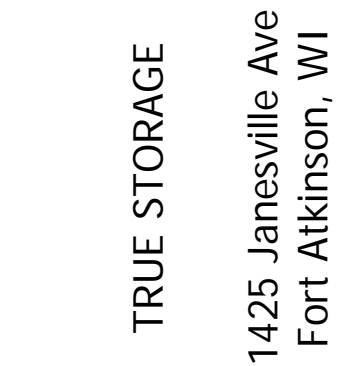
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EXTERIOR WALL SECTIONS

Sheet Issue Date:	N.F.C.
Drawn By:	Author
Approved By:	Approved
Project No.:	121

A0301

Scale: $3/4" = 1'-0"$

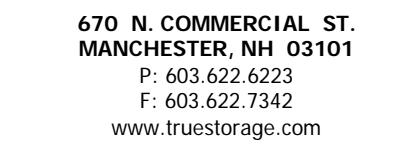
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**EXTERIOR WALL SECTION DETAILS TRUE
STORAGE NEW MAIN BUILDING**

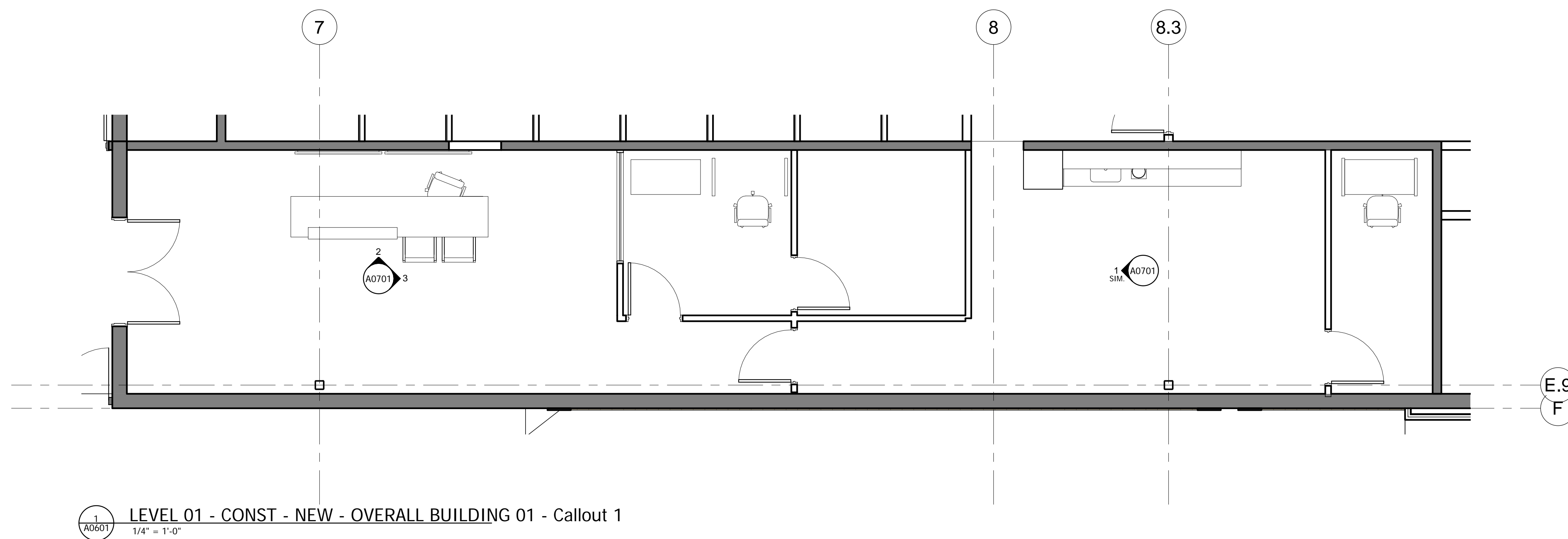
Sheet Issue Date:	N.F.
Drawn By:	Autho
Approved By:	Approv
Project No.:	121

A0315

Scale: $3/4" = 1'-0"$



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Fort Atkinson, WI



1
A0601

LEVEL 01 - CONST - NEW - OVERALL BUILDING 01 - Callout 1

1/4" = 1'-0"

[illegible]

**ENLARGED FIT-UP PLANS @
NON-STORAGE AREAS**

Sheet Issue Date:	N.F.
Drawn By:	Auth
Approved By:	Approv
Project No.:	121

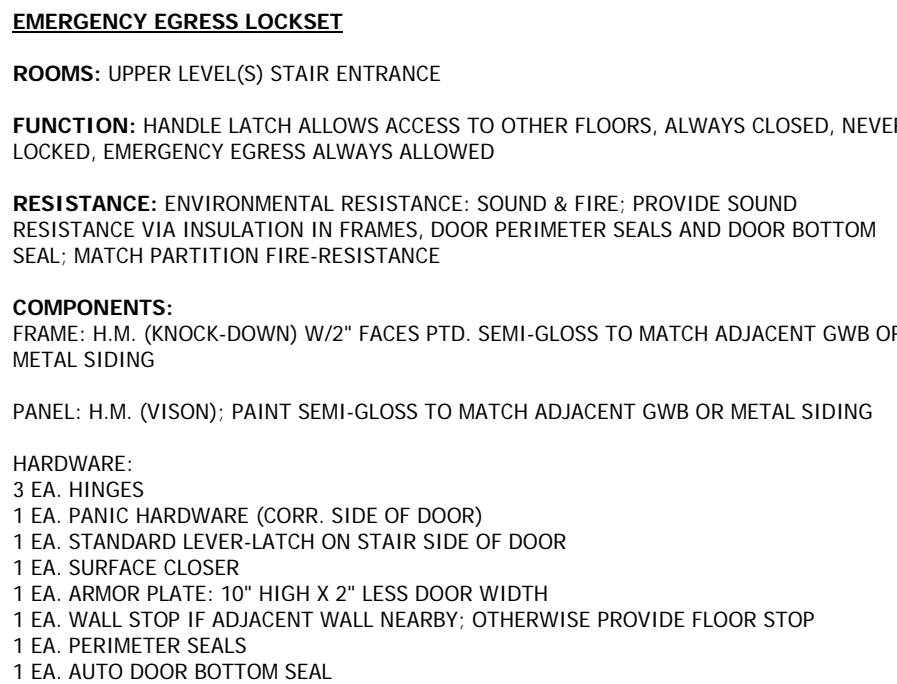
A0601

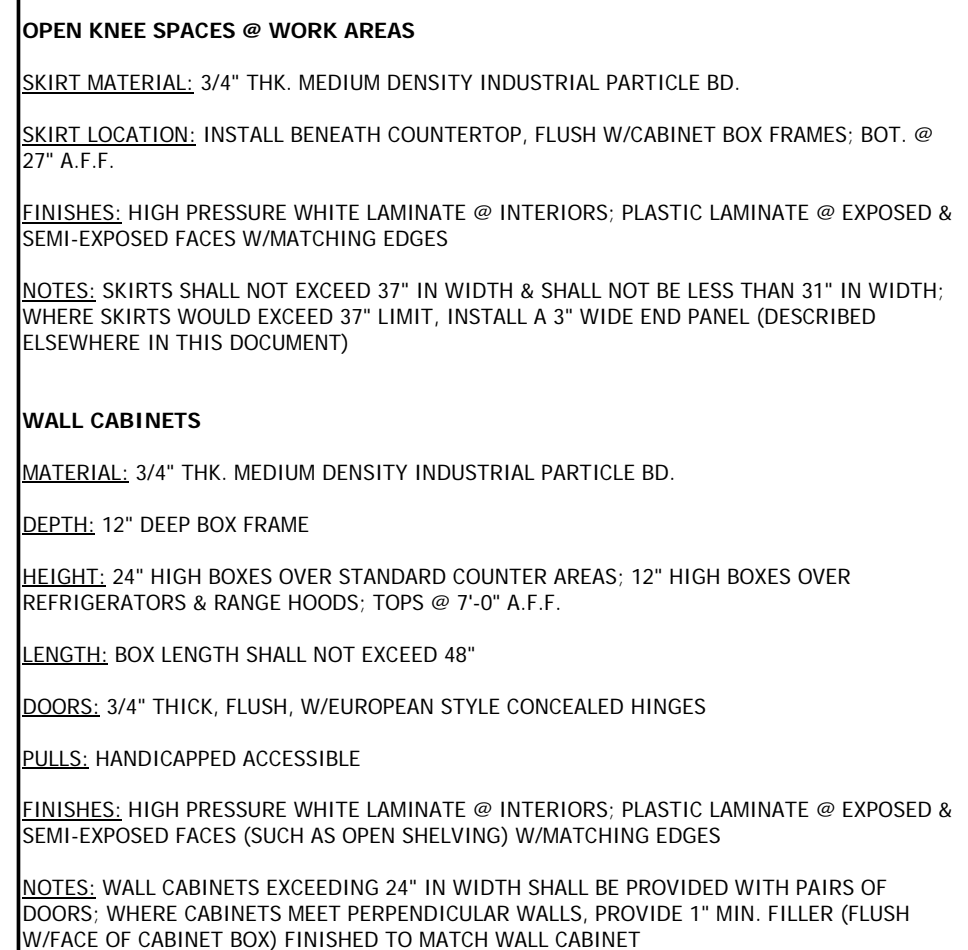
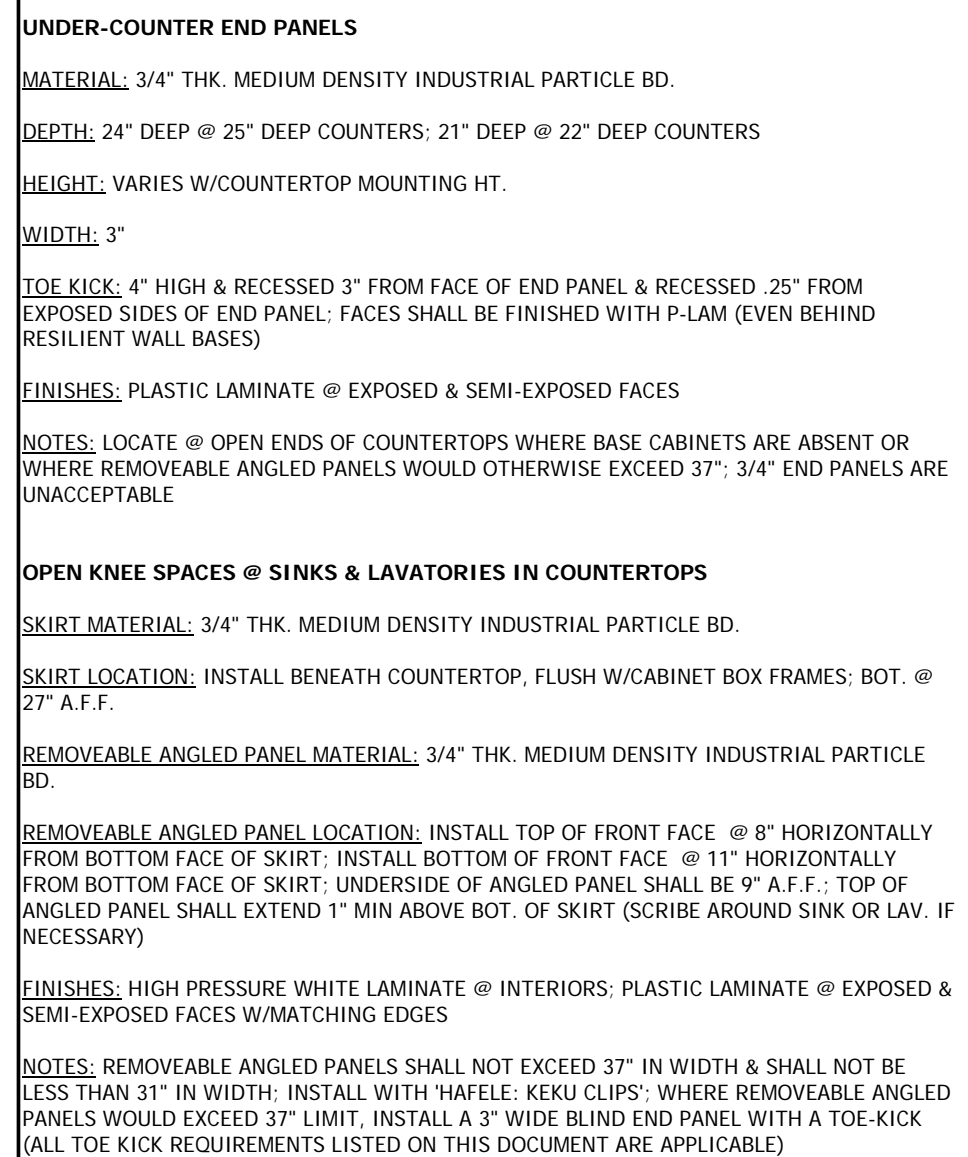
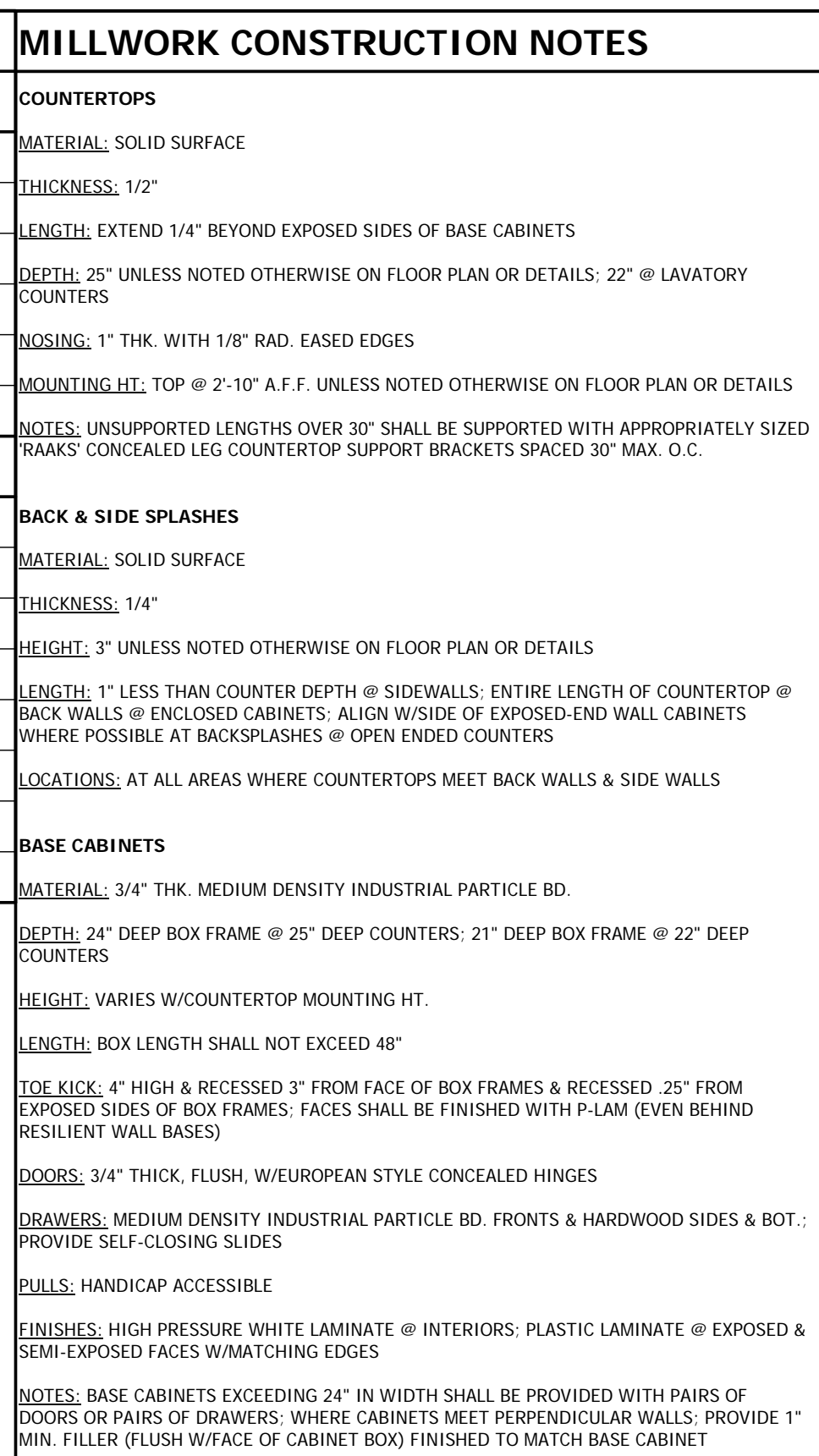
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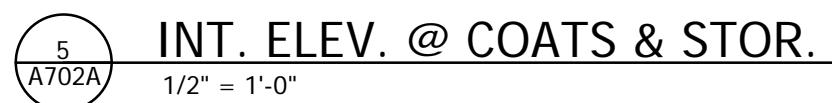
DOOR SCHEDULE, DOOR & FRAME TYPES PARTITION TYPES

A0631

Scale: $1/4" = 1'-0"$



B 24 34 (FD)



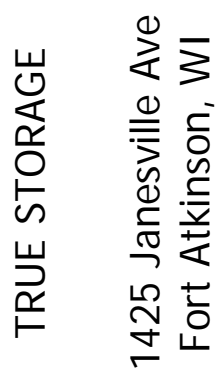
B 24 34 (FD)

CABINET COMPONENT

COUNTER HT. @ BASE CABS.; UNIT HT. @ WALL CABS.

CABINET WIDTH

CABINET TYPE

[illegible]


INTERIOR ELEVATIONS

Sheet Issue Date:	N.F.C.
Drawn By:	DC
Approved By:	CL
Project No.:	1218

A702A

Scale: As indicated

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MILLWORK SECTIONS

Sheet Issue Date:	N.F.C.
Drawn By:	Author
Approved By:	Approver
Project No.:	1218

A0801

Scale: As indicated



303 CEILING SUSPENDED



1
A0902

LEVEL 02 REFLECTED CEILING PLAN

1/16" = 1'-0"

RCP GENERAL NOTES:

- A. CENTER FULL TILES IN ROOM (BOTH DIRECTIONS) AS INDICATED ON DRAWING. UNLESS DIMENSIONED OR NOTED OTHERWISE WITH INDICATOR ARROWS. REVIEW GRID LAYOUT WITH ARCHITECT PRIOR TO PROCEEDING WHEN "START OF TILE-LOCATIONS" OR "CENTERING OF GRID IN ROOM" RESULTS IN TILE WIDTH OF LESS THAN 4".
- B. THE REFLECTED CEILING PLAN INDICATES THE LOCATION OF CEILING HEIGHTS, LIGHT FIXTURES, SWITCH LOCATIONS, AND ASSOCIATED ITEMS. REFER TO ENGINEERING DRAWINGS FOR CIRCUITING, WIRING LAYOUT, AND ADDITIONAL INFORMATION. ALL MEP/FP DEVICE LOCATIONS NOT SHOWN ON DRAWINGS, OR IN CONFLICT WITH MEP/FP DRAWINGS, ARE TO BE COORDINATED WITH ARCHITECT PRIOR TO INSTALLATION. IN THE EVENT OF DISCREPANCIES BETWEEN THE ARCHITECT'S REFLECTED CEILING PLAN AND THE ENGINEERS' PLANS, IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING BEFORE ORDERING MATERIALS OR PROCEEDING WITH WORK.
- C. FOLLOWING COMPLETION OF THE ACOUSTICAL CEILING INSTALLATION, ALL JOINTS AND GRID SHALL BE STRAIGHT, TRUE TO LINE, WITH EXPOSED SURFACES FLUSH AND LEVEL. DIRTY OR DISCOLORED SURFACES OF TILE ARE TO BE CLEANED OR REPLACED, AND LEFT FREE OF DEFECTS. AFTER 30 DAYS, INSPECT THE WORK AND ADJUST TILE NOT IN ALIGNMENT WITH OTHER CEILING TILES AND REPLACE MISSING OR DAMAGED UNITS.
- D. WITHIN A ROOM OR AREA, THE CONTRACTOR SHALL ESTABLISH A SINGLE FLOOR ELEVATION THAT IS TO BE USED AS THE ORIGIN FOR ALL CEILING HEIGHTS ABOVE FINISHED FLOOR.
- E. VERIFY FIELD CONDITIONS AND LOCATIONS OF ALL MEP/FP AND STRUCTURAL ELEMENTS. CONTRACTOR TO COORDINATE THE WORK OF ALL TRADES NECESSARY TO MAINTAIN THE FINISHED CEILING HEIGHTS INDICATED. INSTALL DUCTWORK TIGHT TO UNDERSIDE OF BEAMS, WITH A SMALL SPACE TO AVOID VIBRATION. INSTALLATION AND/OR ALTERATION OF DUCTWORK, PIPING OR OTHER EQUIPMENT THAT WILL REQUIRE FASCIAS, SOFFITS AND OTHER TRANSITIONS IN CEILING HEIGHT SHALL BE REVIEWED WITH THE ARCHITECT PRIOR TO PROCEEDING. CONTRACTOR TO PROVIDE COMPLETE COORDINATION DRAWINGS FOR THE ARCHITECT AND ENGINEER'S REVIEW.
- F. MULTIPLE SWITCHES AT ONE LOCATION SHALL BE GANGED TOGETHER WITHIN ONE COVER PLATE (U.N.O.).
- G. ALL FIXTURES AND DEVICES TO BE UNDERWRITERS LABORATORIES INC. (UL) LABELED.
- H. LIGHT FIXTURES, REGISTERS, SPEAKERS, RECESSED FIXTURES AND SIMILAR CEILING ELEMENTS, AND LIFE-SAFETY DEVICES SHALL BE LOCATED IN THE CENTER OF CEILING TILE IN BOTH DIRECTIONS AND SHALL ALIGN WITH ADJACENT FIXTURES, DEVICES OR HEADS IN A RUN OR ROW, TYPICAL U.N.O.
- I. FURNISH AND INSTALL ALL FIXTURES, ASSOCIATED TRIM, LAMPS, AND SEISMIC BRACING.
- J. INSTALL LIGHT FIXTURES WITH PROTECTIVE FILM OR SIMILAR COVER OVER LOUVER, LENS, BAFFLE, AND EXPOSED SURFACES, TO AVOID FIXTURE SOILING OR DAMAGE. FIXTURES SHALL BE MAINTAINED CLEAN AND AS NEW.
- K. PROVIDE BLOCKING ABOVE CEILING REQUIRED FOR ALL CEILING MOUNTED EQUIPMENT. PROVIDE ADDITIONAL SUPPORT FOR LIGHT FIXTURES AS RECOMMENDED BY FIXTURE MANUFACTURER.
- L. CONTRACTOR TO VERIFY ALL PENDANT FIXTURE HEIGHTS WITH ARCHITECT PRIOR TO INSTALLATION.
- M. REFER TO ELECTRICAL DRAWINGS FOR EMERGENCY LIGHT FIXTURE LOCATIONS.
- N. CONTRACTOR SHALL REPAIR AND/OR REPLACE CEILINGS WHICH ARE REMOVED TO FACILITATE PLENUM SYSTEMS INSTALLATION.
- O. PROVIDE CEILING ACCESS REQUIRED FOR EQUIPMENT AND SYSTEM MAINTENANCE. MATCH ADJACENT CEILING FINISH U.N.O.. SYSTEMS AND EQUIPMENT REQUIRING ACCESS SHALL BE LOCATED AT ACCESSIBLE CEILINGS. ACCESS PANELS SHALL NOT BE INSTALLED IN GYPSUM BOARD CEILINGS WITHOUT PRIOR APPROVAL.
- P. COORDINATE SCHEDULING OF WORK WITH DATA/TELEPHONE INSTALLER. INSTALL CEILING TILES AFTER FINISH PAINTING TO MINIMIZE VOC ABSORPTION INTO THE CEILING TILES. INSTALL CEILING TILES AFTER DATA/TELEPHONE CABLES HAVE BEEN INSTALLED.
- Q. ALL ACT CEILINGS TO BE ACT 2424 @ 8'-8" A.F.F., U.N.O.. VERIFY THIS DIMENSION WITH THE PERIMETER WINDOW HEAD CONDITIONS AND REVIEW WITH THE ARCHITECT PRIOR TO START OF CONSTRUCTION.

SCOPE OF RCP GENERAL NOTES:

01. PAINT ALL EXPOSED DUCTWORK, PIPING AND ELECTRICAL CONDUIT, U.N.O.
02. SWITCHES AND PLATES SHALL BE WHITE
03. RELAMP ALL EXISTING AND RELOCATED FIXTURES TO REMAIN.
04. ALL LAMP COLOR TEMPERATURES TO BE CONSISTANT
05. UNLESS NOTED OTHERWISE, ALL CEILINGS SHALL BE EXPOSED PAINTED STEEL DECK
06. REFER TO SHEET A2-11 FOR LIGHTING CUT-SHEETS

RCP LEGEND:

- (CEILING TYPE)
- ACT 2
8' - 11"
- (CEILING HEIGHT)
- PT-1
- CEILING FINISH - REFER TO FINISH PLANS FOR ADDITIONAL NOTES AND INFORMATION
- NEW ACT 22 (2' X 2') (NOT USED)
- NEW ACT 24 (2' X 4') (NOT USED)
- ACT 2 (4' X 4')
- EXPOSED STEEL DECK - UNLESS OTHERWISE NOTED
- GYPSUM WALL BOARD SOFFIT OR CEILING
- WP
- EXTERIOR WALL PACK; REFER TO EXTER. ELEVS. FOR MTG. HT.
- LCL-01RW
- EXTERIOR DECORTIVE WALL SCONCE; REFER TO EXTER. ELEVS. FOR MTG. HT.; PROVIDE DAYLIGHT SENSORS (NOT USED)
- (TBD)
- EXTERIOR DOWNLIGHT SURF.-MTD. BENEATH PTD. STL. DECK; MANUF. & TYPE TO BE DETERMINED; PROVIDE MOTION DETECTORS
- LDQ1
- INTERIOR DOWNLIGHT SURF.-MTD. TO PTD. STL. DECK; PROVIDE OCCUPANCY SENSORS (NOT USED)
- LDQ1
- INTERIOR DOWNLIGHT RECESSED INTO A.C.T. SYST.; CENTER IN TILE; PROVIDE OCCUPANCY SENSORS
- LS4
- INTERIOR 4FT LONG STRIP LIGHT SURFACE-MTD. TO WALL UNLESS NOTED OTHERWISE (NOT USED)
- LS8
- INTERIOR 8FT LONG STRIP LIGHT SUSPENDED FROM STL. DECK UNLESS NOTED OTHERWISE, ALL UN-LABELED STRIP LIGHTS SHALL BE LS8; PROVIDE OCCUPANCY SENSORS
- LS8
- INTERIOR 8FT LONG STRIP LIGHT MTD. TO UNISTRUT ATTACHED TO THE TOP OF STORAGE PARTITIONS UNLESS NOTED OTHERWISE; PROVIDE OCCUPANCY SENSORS
- S124DR
- INTERIOR 4FT LONG LED LINEAR LIGHT; RECESSED INTO 48"X48" A.C.T.; PROVIDE OCCUPANCY SENSORS



TRUE STORAGE
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Fort Atkinson, WI

No.	Description	Date

LEVEL 02 OVERALL REFLECTED CEILING
PLAN - BUILDING 01

Sheet Issue Date: N.F.C.
Drawn By: Author
Approved By: Approver
Project No.: 1218

A0902

Scale: As Indicated

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ENLARGED REFLECTED CEILING PLAN

A0911

Scale: As indicated

NOT IN CONTRACT (NIC)

EXISTING WALL TO REMAIN

EXISTING FRAME/DOOR/HARDWARE UNIT TO REMAIN (U.N.O. ON PLAN OR DOOR SCHED.)

EXIST. GLAZING UNIT OR ATTACHED SIDELIGHT

EXIST. (RM. NAME)
X(#)

EXISTING ROOM/CIRCULATION TAG

X01

EXISTING COLUMN/BEARING GRID

01

PROPOSED COLUMN/BEARING GRID

AB01 05

INTERIOR ELEVATION TAG

1
A7.1

SECTION TAG

1
A7.1

DETAIL/SECTION TAG
INDICATES ENLARGED DETAIL AREA

CENTERLINE SYMBOL

100

KEYNOTE TAG

Room Name
101

PROPOSED ROOM/CIRCULATION TAG

FEC-SR

PROPOSED SEMI-RECESSED FIRE EXTINGUISHER CABINET & ASSOC. EXTINGUISHER: PROVIDE FIRE-RESISTANT CABINET IN ALL FIRE-RESISTANT WALLS

PROPOSED OR RELOCATED FRAME/DOOR/HARDWARE UNIT (U.N.O. ON PLAN OR DOOR SCHED.)

PROPOSED GLAZING UNIT OR ATTACHED SIDELIGHT

PROPOSED PARTITION: REFER TO PARTITION GRAPHICS LEGEND FOR MORE INFO.

CURRENT REVISION

PREVIOUS REVISION

1. CEILING GRID AND TILE SHALL MATCH [EXISTING] OR [BUILDING STANDARD].
2. PAINT ALL EXPOSED DUCTWORK, PIPING AND ELECTRICAL CONDUIT, U.N.O.
3. PAINT ALL EXPOSED UNDERSIDE OF CONCRETE SLABS, U.N.O.
4. SWITCHES AND PLATES SHALL MATCH [EXISTING] OR [BUILDING STANDARD]. COLOR TO BE [WHITE] OR [MATCH EXISTING] OR [MATCH BUILDING STANDARD].
5. ALL LIGHT FIXTURES SHALL MATCH [EXISTING] OR [BUILDING STANDARD].
6. REPLACE COMPONENTS OR REPLACE COMPONENTS NECESSARY TO INSURE ALL LIGHTS ARE FUNCTIONING, INCLUDING BUT NOT LIMITED TO LAMPS, BALLASTS, AND LENS.
7. RELAMP ALL EXISTING AND RELOCATED FIXTURES TO REMAIN.
8. ALL LAMP COLOR TEMPERATURES TO BE CONSISTANT *[within similar fixture types or for all fixture types]*

(CEILING TYPE)

CEILING TAG

(CEILING HGT.)

PT-1

CEILING FINISH - REFER TO FINISH PLANS FOR ADDITIONAL NOTES AND INFORMATION

ACT 1 (2' X 4')

ACT 2 (4' X 4')

EXB. EXPOSED STEEL DECK; PAINT PT-1 (FLAT) UNLESS OTHERWISE NOTED

INTERIOR DOWNLIGHT SURF.-MTD. TO PTD. STL. DECK

INTERIOR DOWNLIGHT RECESSED INTO A.C.T. SYST.; CENTER IN TILE

INTERIOR BFT LONG STRIP LIGHT FASTENED TO UNIS-TRUT BEARING ON & ATTACHED TO TOP OF STORAGE UNIT DIVIDING WALLS; UNLESS NOTED OTHERWISE


INTERIOR 4FT LONG LED LINEAR LIGHT; RECESSED INTO 48"X48" A.C.T.; PROVIDE OCCUPANCY SENSORS



EXTERIOR 3-D VIEW "A"



EXTERIOR 3-D VIEW "B"



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No.	Description	Date
1	Planning Submission	06/03/21

3-D EXTERIOR VIEWS

Sheet Issue Date:

N.F.C.

Drawn By:

MN

Approved By:

CL

Project No.:

1218

A0931

Scale:

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3-D EXTERIOR VIEWS

A0932
Scale:

