



**PLANNING COMMISSION MEETING  
COUNCIL CHAMBERS, MUNICIPAL BUILDING  
101 NORTH MAIN STREET, FORT ATKINSON, WISCONSIN  
TUESDAY, MAY 22, 2018 - 4:00 p.m.**

**AGENDA**

1. Call to order.
2. Roll call.
3. Approve minutes of April 10, 2018 Planning Commission meeting.
4. Review and approve site plan for addition to Butch's High Lite Auto Body, 301 Woodland Drive.  
Action – Reject—Approve.
5. Review and approve Certified Survey Map creating a 2.2 acre parcel on Kutz Road (extra-territorial).  
Action – Reject—Approve and refer to City Council.
6. Review and approve mobile merchant license for TNT Fireworks to operate in parking lot at Pick-N-Save, 1505 Madison Avenue.  
Action – Reject—Approve.
7. Adjournment.

CC: David Westrick  
Michelle Ebbert  
Brian Juarez  
Harman Bos  
John Kannard  
Matthew Sokol  
News Media

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.

***It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.***

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**PLANNING COMMISSION MINUTES  
CITY OF FORT ATKINSON  
APRIL 10, 2018  
990TH MEETING**

CALL TO ORDER.

The meeting was called to order by Chairman Trebatoski in the Council Chambers of the Municipal Building at 4:00 pm.

ROLL CALL.

Present: Commissioners Greenhalgh, Lescohier, City Manager Trebatoski and City Engineer Andy Selle. Also present: City Attorney, City Clerk/Treasurer and Building Inspector.

Absent: Commissioner Frame, Scherer and Highfield.

APPROVE MINUTES OF MARCH 13, 2018 PLANNING COMMISSION MEETING.

Cm. Greenhalgh motioned, seconded by Cm. Lescohier to approve the minutes of the March 13, 2018 Planning Commission meeting. Motion carried.

REVIEW AND APPROVE REQUEST FOR CONDITIONAL USE PERMIT FOR AUTO SALES AND SERVICE AT 815 JEFFERSON (CURRENTLY ZONED M-2) (PREVIOUSLY APPROVED FOR THIS SAME TYPE OF BUSINESS, HOWEVER, THERE IS A PROPRIETOR CHANGE).

Engineer Selle introduced the request that entails a new tenant for 815 Jefferson Street. The business will consist of used vehicle sales and repairs. All departments have reviewed the request with the following comments:

Zoning: the property is zoned M-2 with all requirements being met. A handicap access must be provided pursuant to 15.10.1 (H) of the Zoning Code. Once the facility reaches 10 vehicles on the site at any one time – all areas used for parking and work areas must be paved in accordance with 15.1031 (G) of the Zoning Code. Landscaping – the mature trees along the north portion of the lot should remain. Paving for the parking area may need to be adjusted slightly to accommodate this. Leaving this space will meet the requirements of section 15.10.2 (L) of the Zoning Code.

Stormwater: the additional pavement should be graded to drain to the north edge of the property along the grass/tree line so infiltration can occur and mitigate the additional impervious surface of the lot. An outline of the proposed paved areas and the grades of said areas shall be submitted to the City Engineer for review prior to commencing work.

Cm. Greenhalgh moved to approve the conditional use permit for auto sales and service at 815 Jefferson Street, currently zoned M-2 with the conditions provided regarding the zoning, stormwater and requirement of handicap parking be developed if the 10 vehicle limit is reached. Motion seconded by Engineer Selle and carried.

ADJOURNMENT

Cm. Greenhalgh moved, Cm. Lescohier seconded the motion to adjourn the Planning Commission meeting at 4:05 pm. Motion carried.

Respectfully submitted,  
Michelle Ebbert  
City Clerk/Treasurer

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CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538

Date: May 18, 2018

TO: Planning Commission

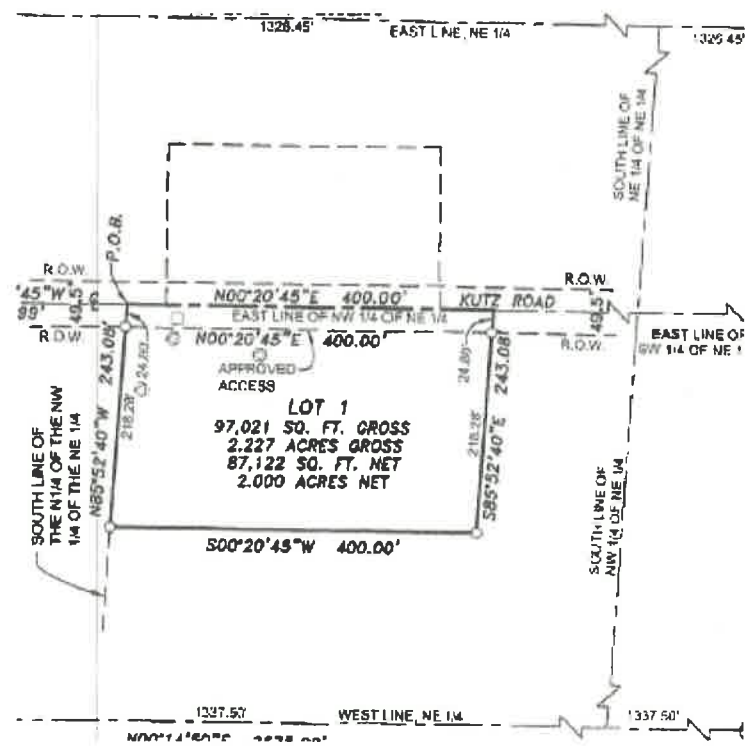
FROM: Andy Selle, P.E.

SUBJECT: Extra-Territorial Review – Kutz Road

**Background:**

The extra territorial review request was received for a 2.2 -acre lot on Kutz Rd. The area is zoned A-1 – Agricultural.

Figure 1: Existing aerial of the property





**Recommendation:**

Staff recommends approval of the request.

Attachments:

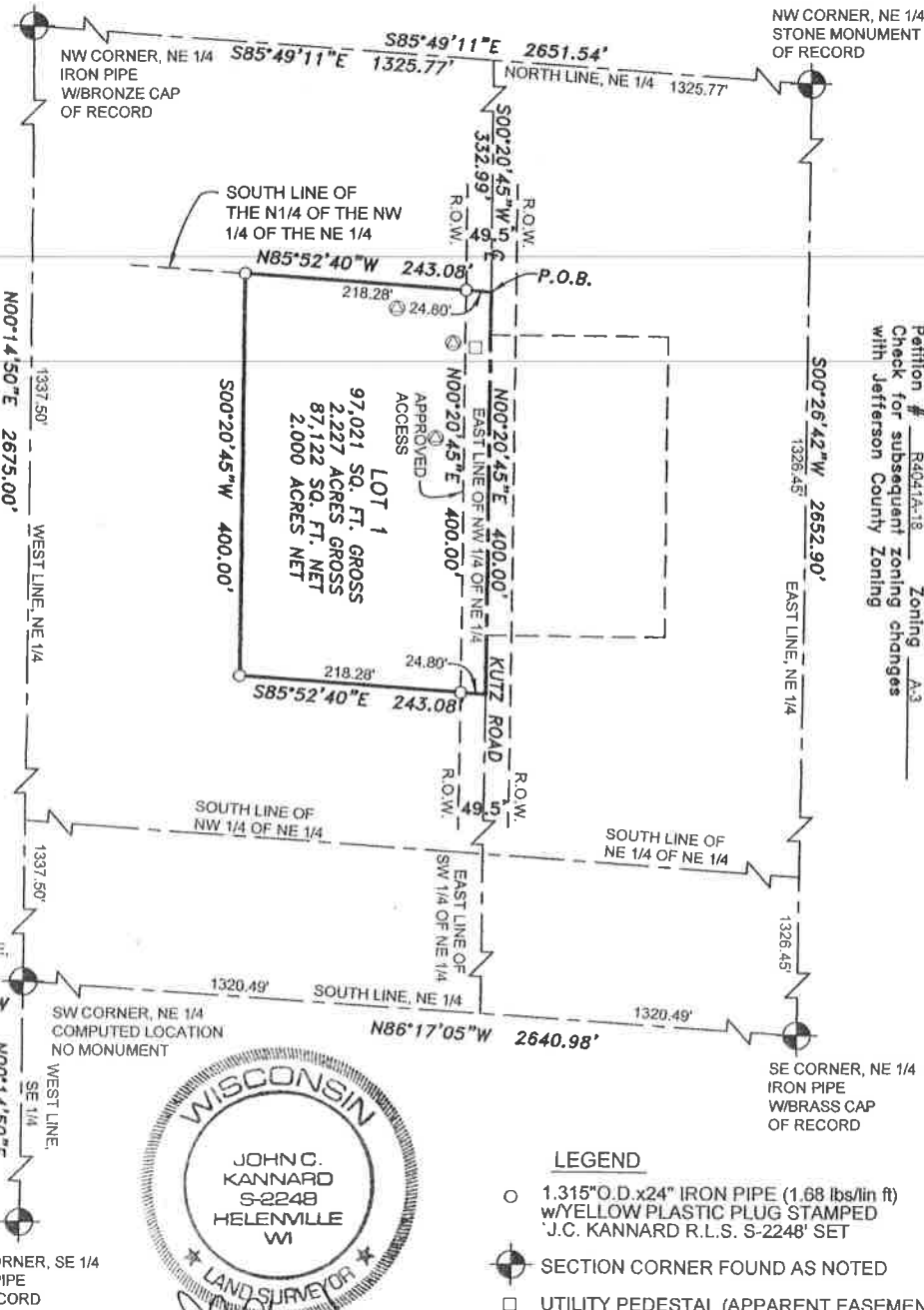
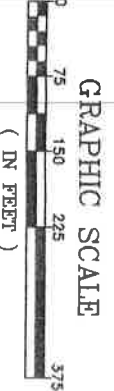
Original submittal

2 of 5

**CERTIFIED SURVEY MAP No.**  
 BEING A PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 35, T6N, R14E, TOWN OF  
 KOSHKONONG, JEFFERSON COUNTY, WISCONSIN.

**BEARING BASIS:**  
 ALL BEARING REFER TO THE  
 NORTH LINE, NE 1/4 WHICH  
 HAS AN ASSUMED BEARING OF  
 S85°49'11"E

**OWNERS:**  
 D&S Kutz Joint Revocable Trust  
 N2792 Curtis Mill Road  
 Fort Atkinson, WI 53538



Petition # R4041A-18 Zoning A-3  
 Check for subsequent zoning changes  
 with Jefferson County Zoning



**SOUTHWEST**  
 SURVEYING & ASSOCIATES, Inc.

P.O. BOX K, PALMYRA, WI. 53156  
 262-495-4910  
 920-674-4884

JOB No.: K-217137  
 DATE: MAY 15, 2018  
 SHEET 1 OF 2

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**JEFFERSON COUNTY CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A PART OF NW 1/4 OF THE NE 1/4 OF SECTION 35, T6N, R14E, TOWN OF KOSHKONONG,  
JEFFERSON COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

I, John C. Kannard, Professional Land Surveyor No. 2248, hereby certify:

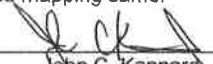
That I have surveyed, divided, mapped this Certified Survey Map being a part of the NW 1/4 of the NE 1/4 of Section 35, T6N, R14E, Town of Koshkonong, Jefferson County, Wisconsin, bounded and described as follows:

Commencing at the Iron Pipe Monument with Bronze Cap that marks the Northeast corner of the NW 1/4 of said Section 35; Thence S85°49'11"E, along the North line of said NE 1/4, a distance of 1325.77 feet, to the East line of the NW 1/4 of said NE 1/4; Thence S00°20'45"W, along said East line, a distance of 332.99 feet, to the South line of the N 1/4 of the NW 1/4 of said NE 1/4 and to the POINT OF BEGINNING of the lands to be described; Thence N85°52'40"W, along said South line, a distance of 243.08 feet, to a Set 1.315"O.D.x24" Iron Pipe (1.68 lbs/l.f.) with a Yellow Plastic Plug Stamped 'J.C. Kannard S-2248' inserted in the top (Set I.P.); Thence S00°20'45"W, a distance of 400.00 feet, to a Set I.P.; Thence S85°52'40"E, a distance of 243.08 feet, to said East line; Thence N00°20'45"E, along said East line, a distance of 400.00 feet, to the POINT OF BEGINNING, containing 97,021 square feet or 2.227 Acres of land, more or less.

Subject to all rights, reservations, restrictive covenants and easements of record.

I further certify that I have made this survey and map under the direction of D&S Kutz Joint Revocable Trust, owners of said lands, and that this Certified Survey Map is a correct representation of the boundary surveyed and described and that I have complied fully with the provisions of Chapter 236.34 of the State of Wisconsin Statutes, and the Subdivision Ordinance of Jefferson County, Wisconsin in surveying and mapping same.

Certified this 15th day of May, 2018

  
\_\_\_\_\_  
John C. Kannard, P.L.S. 2248



**CITY OF FORT ATKINSON EXTRATERITORIAL APPROVAL:**

This Certified Survey Map is hereby approved by the City of Fort Atkinson City Council.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Matt Trebatoski, City Manager

**TOWN OF KOSHKONONG APPROVAL:**

This Certified Survey Map is hereby approved by the Town of Koshkonong Town Board.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Kim Cheney, Town Clerk

**PLANNING AND ZONING COMMITTEE APPROVAL:**

This Certified Survey Map is hereby approved by the Planning and Zoning Committee of Jefferson County.

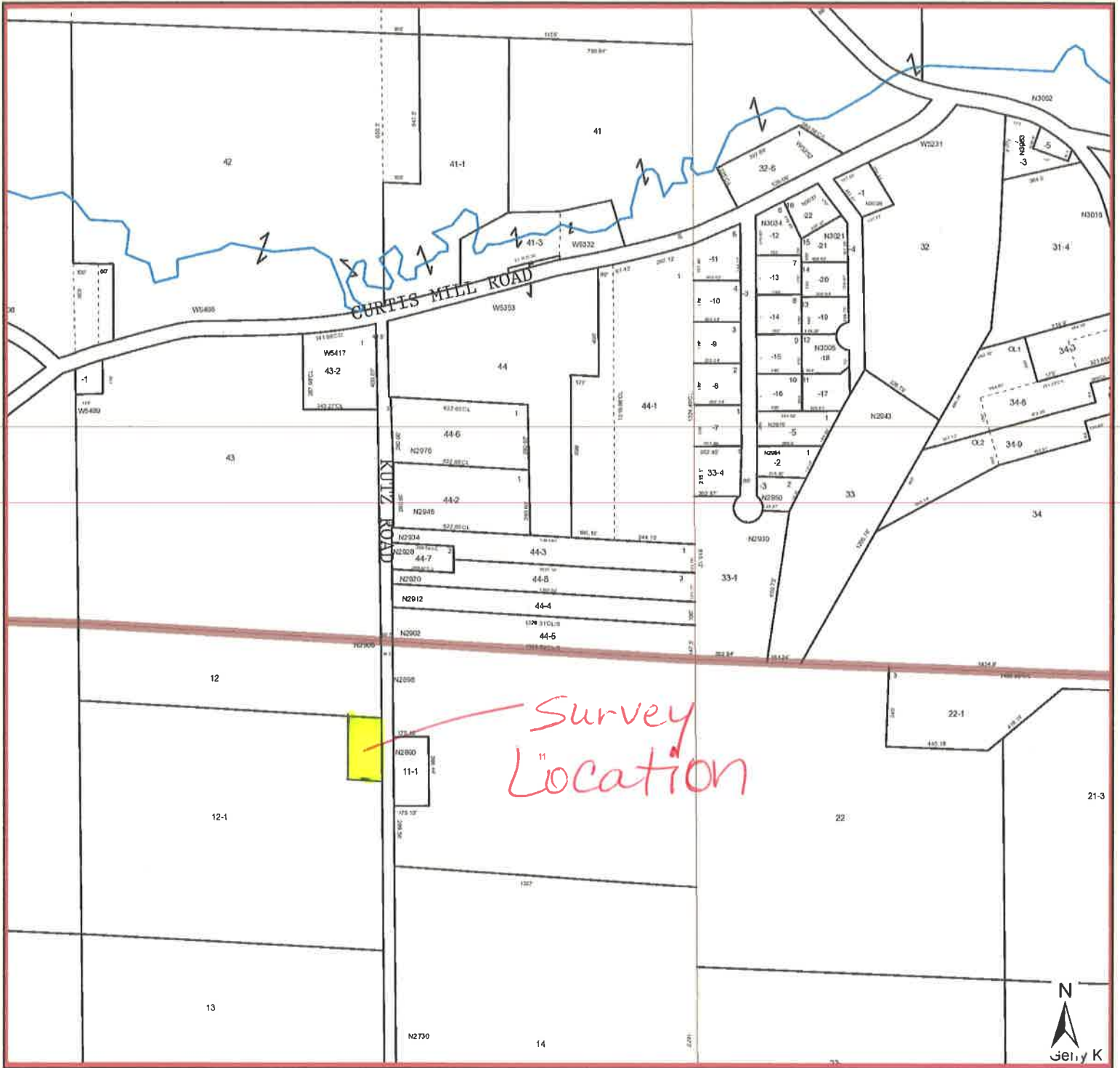
Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Matt Zangl, Director

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# Jefferson County Land Information



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





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**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** May 16, 2018

**TO:** Planning Commission  
**FROM:** Michelle Ebbert, City Clerk/Treasurer  
**SUBJECT:** Mobile Merchant Application – TNT Fireworks

**Background:**

Ordinance #723 regulating mobile merchants was adopted on October 21, 2014. Approval of a mobile merchant permit is required by the Planning Commission upon a satisfactory investigation of the applicant's business and moral character.

Mobile merchants may operate on private property in the following zoned districts: C-1, C-2, C-3, C-5, M-1 and M-2. If the renting or leasing property, a valid lease must be provided.

**Discussion:**

Matthew Sokol of TNT Fireworks applied for such permit to operate a stand at Pick N' Save to sell products as authorized by State Statute 167.10. A letter was provided by the owner of the property confirming the allowance for the business.

**167.10 Regulation of fireworks.**

(1) DEFINITION. In this section, "fireworks" means anything manufactured, processed or packaged for exploding, emitting sparks or combustion which does not have another common use, but does not include any of the following:

(e) A cap containing not more than one-quarter grain of explosive mixture, if the cap is used or possessed or sold for use in a device which prevents direct bodily contact with a cap when it is in place for explosion.

(f) A toy snake which contains no mercury.

(i) A sparkler on a wire or wood stick not exceeding 36 inches in length that is designed to produce audible or visible effects or to produce audible and visible effects.

(j) A device designed to spray out paper confetti or streamers and which contains less than one-quarter grain of explosive mixture.

(k) A fuseless device that is designed to produce audible or visible effects or audible and visible effects, and that contains less than one-quarter grain of explosive mixture.

(L) A device that is designed primarily to burn pyrotechnic smoke-producing mixtures, at a controlled rate, and that produces audible or visible effects, or audible and visible effects.

(m) A cylindrical fountain that consists of one or more tubes and that is classified by the federal department of transportation as a Division 1.4 explosive, as defined in 49 CFR 173.50.

(n) A cone fountain that is classified by the federal department of transportation as a Division 1.4 explosive, as defined in 49 CFR 173.50.

(p) A novelty device that spins or moves on the ground.

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The request was provided to Departments for review with the following comments.

**Fire Department:** Division Chief Gerondale stated the same restrictions apply as last year. *TNT could still sell items like sparklers, fountain cones, snakes, etc. Please ensure all parties involved clearly understand that the Mobile Merchant Permit is only an approval for the sale of general merchandise and is not construed as a permit to possess, sell, or use "Fireworks" as defined in 167.10.*

**Police Department:** *We have had no negative issues resulting in this business or the business rep listed on the request. In-house check reveals no calls for service reference the business over the past few years.*

*The Police Department has no concerns reference the permit. The sale, stocking or storing of an illegal fireworks on the premise or their storage container left at the lot will not be tolerated however. Unannounced inspections may be administered to ensure compliance.*

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**Financial Analysis:**

The applicant provided the \$25.00 application fee and the six month license fee of \$25.00.

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**Staff Recommendation:**

Staff recommends approval of the mobile merchant license for Mathew Sokol of TNT Fireworks for the sale of firework products allowed by State Statute 167.10 and the sale of products not listed as allowable would cause immediate license revocation and business closure.



**CITY OF FORT ATKINSON**  
 Mobile Merchant Application  
 Application Fee is Non-Refundable

Circle One: Daily \$5.00 (per day) | Six Month \$25.00 | Twelve Month \$50.00 | Application Fee \$25.00    Rec #    Staff

1. Full Legal Name Matthew John Sokol    Date of Birth: 5 / 12 /

Address: 311 N Story Pkwy    Phone: 715-797-6885

City: Milwaukee    State: WI    ZIP: 53208    Former Name: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_    Height: 6'3"    Weight: \_\_\_\_\_

Prior Street Address (if above address is less than 5 years)	City	State	ZIP	From	To

2. Have you ever been convicted of a crime, misdemeanor or violation other than traffic citations?    YES     NO

If yes, please identify where and when they occurred.

Type of Arrest, Summons or Violation or Charge	Month/Year	City	State

3. Proposed location where business will be conducted. Pick N Save, 1505 Madison Ave, Fort Atkinson, WI 53538

4. Nature of proposed business. Fireworks Sales

5. Cities, Villages or Towns where you last conducted business? Madison, Beloit, Janesville

6. Vehicle Information (Make, Model, Color, License Plate) Ford Escape, Black

7. The following items must be presented at time of application.

- a. Completed Mobile Merchant Application.
- b. Valid State Issued Driver's License or Photo Identification.
- c. Proof of approval of health and sanitation by County, State or Federal agencies as required.
- d. Proof of liability and contractual liability policy in the amount of one million dollars \$1,000,000.
- e. Applicant shall comply with WI Safety & Professional Services Chapter 314, Fire Prevention and National Fire Protection Associations, Chapter 1, Fire Code.

8. Do you own, rent or lease real property located in the City used primarily for the business for which the license application is made for?    Lease from Roundy's INC    YES    NO

9. Are you an agent or representative of a person, firm or corporation who owns, rents or leases property located within the City used primarily for the business for which license application is made for?    YES     NO

a. If you answered No to both questions above, the license fee is \$500.00 and is valid for one year from January 1 - December 31 of the future year.

b. Only one license is issued for City Lot 10. If multiple applications, a closed bidding system with a minimum bid of \$500.00 to determine which application should be approved will be scheduled.

Certification: I hereby certify that the information on this application is complete, accurate and true. I understand that an inaccurate, misleading, or false answer constitutes sufficient reason for rejection, denial, non-renewal, or revocation of my license.

Further, I understand that this license is only valid within the city limits of Fort Atkinson.

Licensees are required to exhibit their license during hours of operation.

Date: 5/10/18    Signature of Applicant:

Police Department Recommendations and Comments:	Police: Initial Line Adjacent to Recommendation
	Approve: _____ Deny: _____
	Clerk Initial: _____ Bldng Insp: _____
	Notes:





WISCONSIN DEPARTMENT OF REVENUE  
 PO BOX 8902  
 MADISON, WI 53708-8902

**State of Wisconsin** • DEPARTMENT OF REVENUE

REGISTRATION UNIT  
 2135 RIMROCK RD PO BOX 8902 MADISON, WI 53708-8902  
 PHONE: 608-266-2776 FAX: 608-261-6248  
 EMAIL: sales10@revenue.wi.gov WEBSITE: www.revenue.wi.gov

AMERICAN PROMOTIONAL EVENTS INC  
 PO BOX 1318  
 FLORENCE AL 35631-1318

Letter ID: L0394578704

Wisconsin Department of Revenue

Seller's Permit

LEGAL/REAL NAME: AMERICAN PROMOTIONAL EVENTS INC  
 BUSINESS NAME: TNT FIREWORKS  
 PO BOX 1318  
 FLORENCE AL 35631-1318

The seller whose name appears above is authorized to engage in the business of selling tangible personal property and taxable services at the location shown. This permit is not transferable and is not valid at any other location. This permit must be conspicuously displayed at the place of business for which issued. Return this permit to the Department if you discontinue sales of taxable property and services at this location.

If your business is not operated from a fixed location, such as craft shows, flea markets, etc., this permit should be displayed or carried with you to the various events.

Tax Type	Account Type	Filing Number	Account Number
Sales & Use	Seller's Permit		456-0000426277-02

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## LICENSE AGREEMENT

This License Agreement is made by and between Roundy's Supermarkets, Inc. a Wisconsin Corporation (herein after referred to as "Licensor") and American Promotional Events, Inc. - East, an Alabama Corporation (hereinafter referred to as "Licensee").

In consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **GRANT OF LICENSE:** Subject to the terms and conditions hereof, Licensor hereby grants to Licensee an exclusive license to erect a sales tent for the selling of State-legal 1.4G (Class C) consumer fireworks and novelty items (the "License") on mutually agreed upon portions of the 4 parking lots on each of the Licensor's premises as set forth on Exhibit A attached hereto (collectively, the "Premises"). The License shall allow Licensee, its employees and agents to enter upon the Premises in order to erect and maintain a sales tent (which shall be a temporary structure and is hereinafter individually referred to as a "Tent") and to place other personal property on the Premises for the purpose described in Section 3 below.

2. **TERM OF LICENSE:** The License shall commence on June 17, 2018 and expire at the close of business on July 8, 2018. Retail sales at the Tent located on the Premises will occur from approximately June 20, 2018 through and including July 5, 2018. Notwithstanding anything to the contrary set forth herein, Licensor may terminate the License if (a) the actions of Licensee or the terms of this License Agreement conflict with the Licensor's Prime Lease relating to the premises or any amendments thereto (the "Prime Lease"), or (b) the Landlord (as hereinafter defined) fails to provide or revokes any required consent regarding the grant of the License, or (c) Licensee breaches any provision of this Agreement and fails to cure such breach to the reasonable satisfaction of Licensor after within one (1) day following receipt of written notice from Licensor of such breach, except in the case of a breach of Section 4, in which case, Licensor may terminate the License immediately. Licensor and Licensee each acknowledge that this License shall be subordinate to Licensor's Prime Lease in all respects.

3. **PRIME LEASE:** Agreement between Owner of the Property (Landlord) and Licensor (Tenant).

4. **LICENSEE'S ACTIVITIES:** The business conducted within the Tent shall consist of State-legal 1.4G (Class C) consumer fireworks and other novelty items offered to the public for sale. All activities conducted by Licensee on the Premises shall meet all Local, State and Federal laws. The Licensee shall obtain all necessary permits, Licenses, approvals, and any other government authorization needed to operate its business lawfully upon the Premises.

5. **CANCELLATION:** In the event that Licensee is unable to secure the necessary Licenses and/or permits from governing authorities to open for business, or reasonable access to water or electricity then this License Agreement shall with regard to that particular premises, become null and void.

6. **TENT OPERATION:** Licensee shall conduct its activities within the Tent at all times in a safe and orderly manner. Licensee shall provide, at Licensees expense, all personnel, equipment, and other items necessary to set-up, operate, and take down the Tent including, but not limited to:

- a. Cleaning of Premises and area immediately surrounding Premises. Licensee shall haul away its trash at its own expense.
- b. Tent promotion, advertising and security.

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7. **FEE:**

8. **UTILITIES:** Licensor shall allow Licensee to hook up to water and electricity for Licensee's use during the entire term of this lease. Utilities are to be available 24-hours per day. The Licensee shall be responsible for and promptly pay all charges for such electricity and water used during the term of this License.

9. **INSURANCE**

10. **FINAL CLEAN-UP:** Licensee shall be responsible for final clean-up of site after completion of License. Licensee will remove all equipment, structures, product, etc. and return



parking lot to its condition prior to the commencement of this License, including filling any and all penetrations, ordinary wear and tear accepted. Should Licensor have to self perform for items not cleaned up or restored to the condition prior to the execution of this License Agreement Licensee agrees to then reimburse Licensor for such items prior to August 1, 2018. Licensor will provide sufficient detail to Licensee of any such reimbursable items.

11. SAVINGS CLAUSE: The invalidity or unenforceability of any provision of this License Agreement shall not affect or impair the validity of any other provision.

12. CARE OF PREMISES: Licensee has the obligation to restore any damaged areas to the common area resulting from Licensee's use of the Premises. Licensee shall keep all exterior storefront surfaces of the Premises clean and maintain the Premises at its expense in a clean, orderly and sanitary condition.

13. ~~M~~ INDEMNITY AND WAIVER OF SUBROGATION:

14. ~~X~~ ENTIRE AGREEMENT: This License Agreement constitutes the complete and final agreement between the parties hereto. This License Agreement may be modified or altered only by agreement between Licensor and Licensee.

IN WITNESS HEREOF, the parties hereto have executed this License Agreement as of the date below written.

LICENSOR:  
ROUNDY'S SUPERMARKETS, INC.

By: William L. Dowling  
Name: William L. Dowling  
Its: VP, Corporate Counsel  
Date: 2/21/18

LICENSEE:  
AMERICAN PROMOTIONAL EVENTS, INC. -  
EAST

By: Thomas S. Glasgow  
Name: THOMAS S. GLASGOW  
Its: President  
Date: 2/6/18

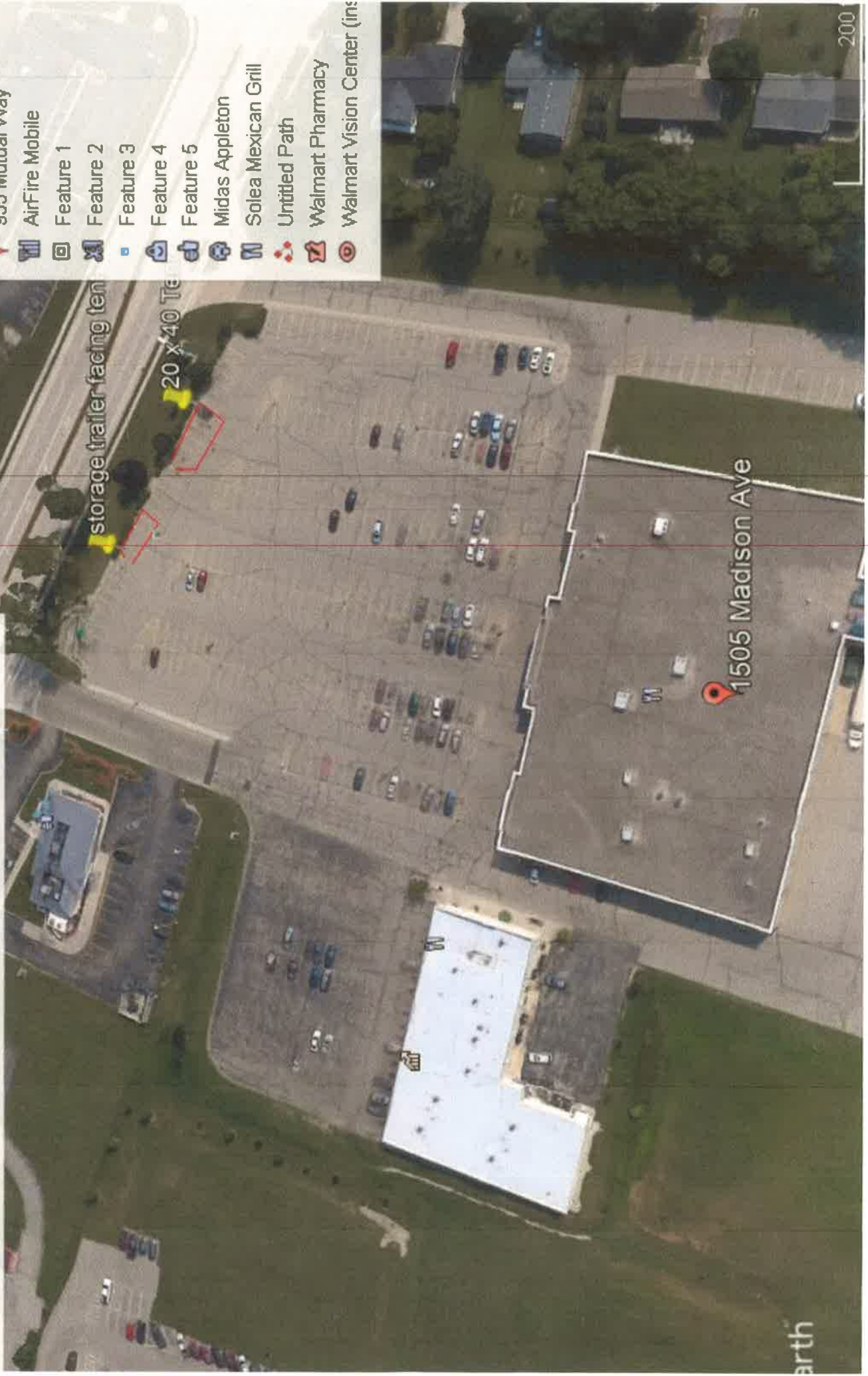
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**Save-1505 madison Ave, Fort Atkinson, WI 53538**

For more information or issues please call Matt 715-797-8885

**Legend**

- 20 x 40 Tent
- 955 Mutual Way
- AirFire Mobile
- Feature 1
- Feature 2
- Feature 3
- Feature 4
- Feature 5
- Midas Appleton
- Solea Mexican Grill
- Untitled Path
- Walmart Pharmacy
- Walmart Vision Center (ins)



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