



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

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, JUNE 18, 2024 – 7:00 PM
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/5997866403?pwd=alcreldSbGpNUVl1VnR1RWf5bXovdz09>

Meeting ID: 599 786 6403
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AGENDA

- 1. Call meeting to order**
- 2. Roll call**
- 3. Public Hearings**
- 4. Public Comment:** *The City Council will receive comments from City residents. Comments are generally limited to three minutes per individual. Anyone wishing to speak is required to sign up in advance or state the following items for the record when called upon: name, address, subject matter, and contact information. No action will be taken on any public comments unless the item is also elsewhere on the agenda.*
- 5. Consent Agenda:** *The Consent Agenda outlined below is hereby presented for action by the City Council. Items may be removed from the Consent Agenda on the request of any one Council member. Items not removed may be adopted by one action without debate. Removed items may be taken up either immediately after the Consent Agenda or placed later on the agenda at the discretion of the Council President.*
 - a. Review and possible action relating to the **minutes of the June 3, 2024 Sex**

Offender Residence Board meeting (Ebbert, Clerk, Treasurer, Finance Director)

- b. Review and possible action relating to the **minutes of the June 4, 2024 Police and Fire Commission meeting** (Ebbert, Clerk, Treasurer, Finance Director)
- c. Review and possible action relating to the **minutes of the June 4, 2024 regular City Council meeting** (Ebbert, Clerk, Treasurer, Finance Director)
- d. Review and possible action relating to the **minutes of the June 11, 2024 regular Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- e. Review and possible action relating to the **minutes of the June 12, 2024 Parks and Recreation Advisory Board meeting** (Dayton, Parks and Recreation Director)
- f. Review and possible action relating to **building, plumbing, and electrical permit report for May 2024** (Draeger, Building Inspector/Zoning Administrator)
- g. Review and possible action relating to the City Clerk-issued **License and Permit Report for May 2024** (Ebbert, Clerk/Treasurer/Finance Director)
- h. Review and possible action relating to **City Sewer, Water, and Stormwater Utility Financial Statements** as of May 31, 2024 (Ebbert, Clerk/Treasurer/Finance Director)
- i. Review and possible action on a **Special Event: Summer Solstice Music Fest, Saturday**, June 22, 2024, from 1 p.m. to 6 p.m. at Barrie Park (Ebbert, Clerk, Treasurer, Finance Director)
- j. Review and possible action on a **Special Event: Jazz in the Park**, Friday, June 28, 2024, from 7 p.m. to 9 p.m. at Barrie Park (Ebbert, Clerk, Treasurer, Finance Director)
- k. Review and possible action on a **Special Event: Lions & Fat Boyz Motorcycle Raffle**, Saturday June 29, 2024, from 4 p.m. to 9 p.m. at Fat Boyz (Ebbert, Clerk, Treasurer, Finance Director)
- l. Review and possible action on a **Special Event: 47th Annual Ice Cream Social**, Thursday, July 4, 2024, from 1 p.m. to 3 p.m. at the Hoard Historical Museum (Ebbert, Clerk, Treasurer, Finance Director)
- m. Review and possible action on a **Special Event: CLCA Knight Nation 5K**, August 24, 2024, from 10 a.m. to 1 p.m. at CLCA Campus - 535 Berea Drive (Ebbert, Clerk, Treasurer, Finance Director)
- n. Review and possible action on a **Special Event: Fort Atkinson Club Veteran's Regional Benefit**, Saturday, June 29, 2024, from 12 p.m. to 8 p.m.

6. Petitions, Requests, and Communications

- a. Review and possible action relating to proclamation recognizing **July as Parks and Recreation Month** in the City of Fort Atkinson (Houseman, City Manager)

7. Resolutions and Ordinances

- a. First reading of an Ordinance relating to a **Zoning Map Amendment** to change the zoning for the property located at 1233 Janesville Avenue (22605140924004) from Light Industrial (LI) to Urban Mixed Use (UMU) (Draeger, Building/Zoning Administrator)
- b. Review and possible action relating to the **Wastewater Utility 2023 Compliance Maintenance Annual Report (CMAR)** to WDNR (Christensen, Wastewater Superintendent)

8. Reports of Officers, Boards, and Committees

- a. City Manager's Report (Houseman, City Manager)

9. Unfinished Business

10. New Business

- a. Review and possible action related to the **Purchase of Two Replacement Heating Boilers** for the Wastewater Utility (Christensen, Wastewater Superintendent)
- b. Review and possible action related to **Biosolids Management Facility Plan Amendment** (Christensen, Wastewater Superintendent)
- c. Review and possible action related to rebuilding the existing **Pista Grit System including the Replacement Grit Pump and Control Panel** at the Wastewater Utility (Christensen, Wastewater Utility Superintendent)

11. Miscellaneous

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, Clerk/Treasurer/Finance Director)

13. Adjournment

Date Posted: June 14, 2024

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

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**SEX OFFENDER RESIDENCE BOARD MEETING
IN PERSON
MONDAY, JUNE 3, 2024 – 4:00 PM
CITY HALL – COUNCIL CHAMBERS**

MINUTES

1. Call meeting to order

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

2. Roll call

Present: Board Member Rottmann, Police Chief Bump and City Manager Houseman. Also present: City Attorney, Clerk/Treasurer and Detective L Hefty. Absent: Council Rep Schultz.

3. New Business

- a. *Review and possible action relating to the **Sex Offender Residence Appeal Form** from Russell Solem.*

Note that the Board may go into closed session to discuss medical, personal or social history and treatment options of the appellants pursuant to Wisconsin Statutes Section 19.85(1)(f).

Manager Houseman introduced the submission from Mr. Solem. The address where Mr. Solem would like to reside is within three different locations that are restricted within the Ordinance. Mr. Solem addressed the Board as his first request was denied in August 2023. Mr. Solem stated a specific resident no longer lives at that property, the only residents are Solem, his significant other and an adult male. Mr. Solem discussed his past instances that led to his criminal history. He stated he is sober, holding a job and suffering from health issues. He is currently working adjacent to where he resides. He would like to live with his significant other for their relationship, health and financial support.

Manager Houseman moved, seconded by Chief Bump to go into Closed Session to discuss medical, personal or social history and treatment options of the appellants pursuant to Wisconsin Statutes Section 19.85(1)(f). Motion carried on a voice vote.

Chief Bump moved, seconded by Board Member Rottmann to reconvene into open session. Motion carried on a voice vote.

Mr. Solem was requested to return on July 11, 2024, 2 pm. Detective L. Hefty will be providing additional information to the Board. No action was taken.

4. Adjournment

Chief Bump moved, seconded by Board Member Rottmann. Meeting adjourned at 4:37 pm.

Respectfully submitted,
Michelle Ebbert
City Clerk/Treasurer/Finance Director



**POLICE AND FIRE COMMITTEE MEETING
IN PERSON
TUESDAY, JUNE 4, 2024 – 4:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

Acting Chairperson Russ Turk called the meeting to order at 4:00 pm.

2. Roll call

Present: Commissioner Hartwick, Schultz, Raub and Acting Chairperson Turk. Also present: City Manager, Fire Chief and City Clerk/Treasurer/Finance Director.

3. Approval of Minutes

*a. Review and possible action relating to the **minutes of the May, 13 2024 Police and Fire Commission meeting.***

Harwtick moved, Raub seconded to approve the minutes of the May 13, 2023 Police and Fire Commission meeting. Motion carried.

4. New Business

*a. The Police and Fire Commission 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***

Schultz moved, seconded by Hartwick to convene into 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. Motion carried on a unanimous voice vote.

Hartwick moved, seconded by Schultz to reconvene into open session. Motion carried on a unanimous voice vote. No action was taken.

*b. Review and possible action relating to the promotion of the **top candidate from the eligibility list** for the Fort Atkinson Fire/EMS Department Captain position (Peterson) Mike Lawson promotion to Captain*

Schultz moved, Hartwick seconded to promote Mike Lawson to Captain effective June 5, 2024.

- c. *Review and possible action relating to the appointment of top candidate(s) from the Fire/EMS Department recruitment process for **Firefighter/Paramedics and/or Firefighter/AEMTs** (Peterson)*

Brandon Rogneby

Hartwick moved, seconded by Schultz to appoint top candidate Brandon Rogneby - full-time Firefighter/EMT-A effective June 24, 2024.

- d. *Review and possible action relating to the Establishment of an **Eligibility List** to fill future vacancies for Firefighter/Paramedics and/or Firefighter/AEMTs (Peterson)*

2 possible candidates.

3 more interviews tonight

No action was taken.

5. Adjournment

Hartwick moved, seconded by Schultz to adjourn. Meeting adjourned at

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, JUNE 4, 2024 – 7:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

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

2. Roll call

Present: Cm Becker, Cm. Jaeckel, Cm. Johnson, Cm. Schultz and President Lescohier. Also present: City Manager, City Clerk/Treasurer/Finance Director, City Attorney, City Engineer and Park & Recreation Director.

3. Public Hearings

None.

4. Public Comment

John Donohue, 1550 Raveen Street - Requested the City Council recite the Pledge of Allegiance at every regular and special City Council meeting.

Jeannie Newbold, 411 McMillen Street - Requested the City Council recite the Pledge of Allegiance at Council meetings.

Laurie Wohlgemuth, 307 E Milwaukee Avenue - Requested the City Council recite the Pledge of Allegiance at Council meetings.

William Last, 609 Cloute Street - Spoke on sidewalks recently installed on Cloute Street. He stated adjacent streets under construction do not have sidewalks - Nelson, Caswell or Zaffke. He added Park Street does not have sidewalk. He also commented on hard surface driveways. 131 W Blackhawk, 1108 Whitewater Avenue and Yerges property do not have hard surface driveways.

Jerry Tanguay, 324 Rogers Street - Supports having the Pledge of Allegiance at Council meetings.

John Hausz, 104 Jefferson Street - spoke on an email from the DNR about June being the

invasive species month. He also supports the Pledge of Allegiance before City Council meetings.

5. Consent Agenda

Cm. Becker moved, seconded by Cm. Jaeckel to approve the Consent Agenda as presented. Motion carried 5-0.

- a. *Review and possible action relating to the **minutes of the May 21, 2024 regular City Council meeting** (Ebbert, Clerk, Treasurer, Finance Director)*
- b. *Review and possible action relating to the **minutes of the May 28, 2024 License Committee meeting** (Ebbert, Clerk, Treasurer, Finance Director)*
- c. *Review and possible action on a **Special Event: 10th Annual Dairy Day at the MOOseum, Saturday, June 15, 2024, from 11 a.m. to 2 p.m.** (Ebbert, Clerk/Treasurer/Finance Director)*
- d. *Review and possible action relating to **Citizen Appointments** to Committees, Commissions, and Boards (Houseman, City Manager)*
- e. *Review and possible action relating to the **minutes of the May 29, 2024 Board of Review meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- f. *Review and possible action on a **Special Event: Frosty Rock Challenge, November 9, 2024 7 a.m. - 11 a.m.** (Ebbert, Clerk/Treasurer/Finance Director)*

6. Petitions, Requests, and Communications

- a. *Recognition of 2023-24 City Council President Bruce Johnson (Houseman, City Manager)*
Cm. Johnson was recognized for serving Council President 2023-2024. No action was taken.
- b. *Presentation of the City of Fort Atkinson **Financial Statements and Supplemental Information for the year ending December 31, 2023** (Andrea Jansen, CPA, CFE, Partner, Baker Tilly US, LLP)*
Andrea Jansent of Baker Tilly presented the year end Audited Financial Statements for 2023. No action was taken.

7. Resolutions and Ordinances

None.

8. Reports of Officers, Boards, and Committees

- a. *City Manager's Report (Houseman, City Manager)*
No action was taken.

9. Unfinished Business

None.

10. New Business

- a. *Review and possible action relating to **Alcohol Beverage License Applications** for the licensing period of July 1, 2024 through June 30, 2025. (Ebbert, Clerk/Treasurer/Finance Director)*

Clerk/Treasurer Ebbert reviewed the submitted applications for Alcohol Beverage Licenses for Class A, B and C licenses. The different types of licenses were reviewed along with quotas and any available licenses. Currently, a Class "A" fermented malt beverage license is available which allows for consumption off-site.

Cm. Schultz moved, seconded by Cm. Johnso to approve the Alcohol Beverage License applications for the licensing period of July 1, 2024 to June 30, 2025 contingent upon all monies owed to the City are paid prior to license issuance by the City Clerk. Motion carried.

- b. *Review and possible action relating to **Cigarette, Tobacco and Electronic Vaping Device Retail License Applications** for the licensing period of July 1, 2024 through June 30, 2025. (Ebbert, Clerk/Treasurer/Finance Director)*

Clerk/Treasurer Ebbert reviewed Wisconsin Act 73 that required retail stores selling electronic vaping devices to obtain a license from the Municipality. Prior to the Act, these retail locations did not need a license. The application was amended by the Department of Revenue which allows the retail location to confirm what products they sell, cigarettes, tobacco and/or e-vaping products. Which Act 73 going into effect in March, those licenses are only valid until June 30, 2024 and therefore must be reapplied for. There is not quota on these licenses and the maximum license fee set by Statute is charged at \$100.00.

Cm. Jaeckel moved, seconded by Cm. Johnson to approve the Cigarette, Tobacco and Electronic Vaping Devices License Applications for the licensing period of July 1, 2024 to June 30, 2025 contingent upon all monies owed to the City are paid prior to license issuance. Motion carried.

- c. *Review and possible action relating to the **purchase of a Enduro M32 Robotic Pool Cleaner** with ARPA funds at a cost not to exceed \$11,767.45 (Dayton, Parks and Recreation Director)*

Park & Recreation Director Dayton reviewed the aging vacuum hose system that dates back to 1992. In 2014, the Pool Code was updated which did not allow this type of vacuum system. To remain in compliance, staff had to purchase a new system that was custom for our facility. Various parts of this system have had to be replaced and modified to function properly. Several components on the current vacuum system are nearing the end of their useful life and will need to be replaced within the next 1–3 years. Pool supplier, Carrico Aquatics, recommended the M32 Robotic Cleaner for our facility as a solution to our staffing and cleaning needs. They currently have over 100 units in operation across the upper Midwest. With regular cleaning and preventative maintenance, the unit has an

estimated lifespan of greater than 7 years.

Cm. Becker moved, seconded by Cm. Johnson to authorize staff to accept the proposal from Carrico Aquatic Resources for the purchase of the Enduro M32 Robot Pool Cleaner at a cost not to exceed \$11,767.45, using ARPA funds. Motion carried.

11. Miscellaneous

None.

12. Claims, Appropriations and Contract Payments

- a. Review and possible action relating to **disallowance of a claim** against the City of Fort Atkinson (Ebbert, City Clerk/Treasurer/Finance Director)*

Clerk/Treasurer Ebbert reviewed the submitted claim and extension review performed by the City's Insurance Company. Following review, it was confirmed the City is not liable for the damage.

Cm. Schultz moved, seconded by Cm. Jaeckel to disallow the Claim against the City of Fort Atkinson from the Claimant pursuant to Wisconsin Statutes 893.80(1)(g). Motion carried 5-0.

- b. Review and possible action relating to the **Verified Claims** presented by the Director of Finance and authorization of payment (Ebbert, Clerk/Treasurer/Finance Director)*

Cm. Jaeckel moved, seconded by Cm. Becker to approve the list of Verified Claims. Motion carried 5-0.

13. Adjournment

Cm. Becker moved, seconded by Cm. Jaeckel to adjourn. Meeting adjourned at 8:02 pm.

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, JUNE 11, 2024 – 4:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

Engineer Selle called the meeting to order at 4:00 pm.

2. Roll call

Present: Commission members Shull, Kessenich, Highfield, Councilman Schultz, Engineer Selle.
Also present: Public Relations Executive Assistant, Building/Zoning Administrator and City Attorney. Absent: Commission member Hough, Manager Houseman.

3. New Business

*a. Review and possible action relating to the **minutes of the May 14, 2024 regular Plan Commission meeting***

Cm. Kessnick moved, seconded by Cm Schull to approve the minutes of the May 14, 2024 Plan Commission meeting. Motion carried.

*b. **Public Hearing** relating to a Zoning Map Amendment to change the zoning district for the property located at 1233 Janesville Avenue (22605140924004) from Light Industrial (LI) to Urban Mixed Use (UMU) to accommodate future business use (ZMA-2024-01)*

Building/Zoning Administrator Draeger presented the proposed Zoning Map Amendment.

The proposed rezoning is requested for the existing parcel located at 1233 Janesville Ave. The property is currently Zoned LI- Light Industrial, and the applicant is seeking to rezone to UMU - Urban Mixed Use to provide for greater flexibility in the permitted uses on the site. The building is primarily vacant, and the applicant is struggling to find tenants appropriate for the current zoning. The applicant has expressed that over the last several years all interested parties and their uses would not be permitted given the property's current zoning.

The rezoning to UMU would allow for a wider range of permitted uses, such as Indoor Sales, Commercial Kitchen, Apartments, Restaurants, and a Mixed-Use building while retaining the ability to have Offices and a Physical Activity Studio, which are the most

recent uses. According to the applicant, these uses will increase the likelihood of utilizing the building's large space. The Urban Mixed Use Zoning District is intended to permit areas, generally on established commercial corridors, that are or are planning to become mixed-use in character. This district is intended to provide for a variety of employment, retail, and community service opportunities while allowing some residential uses at an approximate density of up to 36 dwelling units per acre. Uses shall be compatible not only with other uses within the district, but land uses in adjoining zoning districts as well.

The City's Comprehensive Plan has an inconsistency in two of its maps. The Future Land Use Map identifies the property as Light Industrial/Business Park. However, the Janesville Ave Business District Planning Area, figure 2.18, shows this property as a Community Commercial, for which the city's UMU Zoning would be appropriate.

Engineer Selle opened the public hearing with no members of the public commenting on the Zoning Map Amendment. Selle closed the public hearing.

- c. *Review and possible recommendation to the City Council relating to a **Zoning Map Amendment** to change the zoning district for the property located at 1233 Janesville Avenue (22605140924004) from Light Industrial (LI) to Urban Mixed Use (UMU) to accommodate future business use (ZMA-2024-01)*

Councilmember Schultz asked Andrew Logan, the applicant, if the zoning change was an effort to attract buyers or if he had someone lined up. Applicant Logan stated it is a little of both due to applying for financing to do improvements to the building including sprinklers and facade changes. He stated there are several businesses he is considering for the building. He stated he wants to have the most uses as possible.

Schultz asked about trees on the property as well as the overgrown landscape. The applicant stated he plans to improve the landscape and trees on the property.

Kessenich asked if the drawings submitted to the Commission were final. The applicant stated they would be finalized with another submission.

Draeger said any changes to the facade or landscaping would go through the Site Plan Review process.

City staff recommends the Plan Commission recommend the Rezoning from LI to UMU to the City Council; subject to the following conditions:

- Site Plan review and approval by the Plan Commission for New Signage and Exterior Alterations.
- Any other recommendations of the Plan Commission

Kessenich moved, seconded by Highfield to approve the Zoning Map Amendment for the property located at 1233 Janesville Ave. Motion carried.

4. Adjournment

Kessenich moved, seconded by Schultz to adjourn. Meeting adjourned at 4:15 pm.

**PARKS AND RECREATION ADVISORY BOARD MEETING
IN PERSON AND VIA ZOOM
WEDNESDAY, JUNE 12, 2024 – 4:00 PM**

Minutes:

1. Call meeting to order
Director Dayton called the meeting to order at 4:03 pm
2. Roll call:
Robert Cassiday, Rocky Baldry, Hillary Baird, City Council Rep Kyle Jaeckel, Parks & Rec Director Ben Dayton, Parks Maintenance Supervisor JJ Yanke; Also present: Mark Bardenwerper, Mark Dziewior, and Mabel Schumacher

Absent: Steve Mahoney & Becky Romens
3. **Election of the Chair of the Parks and Recreation Board** for the term of June 14, 2024 – June 1, 2025 (Dayton)
Cassiday nominated Hillary Baird to the position of Chair for the 2024-2025 year. No other nominations were made. Seconded by Jaeckel.
4. **Election of the Vice Chair of the Parks and Recreation Board** for the term of June 14, 2024 – June 1, 2025 (Chair)
Baird nominated Cassiday to the position of Vice Chair for the 2024-2025 year. No other nominations were made. Seconded by Jaeckel.
5. Review and possible action relating to the **minutes of the September 13, 2023 Parks and Recreation Advisory Board meeting (Dayton)**
Jaeckel motioned to approve the September 13, 2023 Parks and Recreation Advisory Board meeting minutes. Seconded by Baldry.
6. **Old Business:**
 - a) Discussion relating to the **Ballfield Lighting Subcommittee** (Dayton)
Dayton summarized the minutes from the last Ballfield Lighting Subcommittee meeting and asked for additional information from the board.

Baldry commented that after the last meeting the project was put on hold until more information could be collected about potential grant opportunities. There is potential to apply for grants with the DNR now that the department has adopted the 2023-28 Comprehensive Outdoor Recreation Plan. He mentioned that when the committee reconvenes it will be easy to get going again.

Cassiday noted that the committee had discussed 3 different options at various price points.

Dayton requested that the subcommittee meet to Fall of 2024.

7. **New Business:**

- a) Review and possible recommendation to the Planning Commission relating to the **McCoy Park Doughboy Restoration Project** (Mark Bardenwerper, Sr.)
Mark Bardenwerper, from the Doughboy Restoration Committee (DRC) summarized the presentation that was submitted to the Parks and Recreation Advisory Board. He highlighted that he revised his RFP's to focus on one vendor to complete work on both the Doughboy statue and the McCoy Park plaque together to ensure continuity.

Bardenwerper commented that the DRC chose Sculpture & Objects Studio, Inc. (COSOS) as their preferred vendor.

Mark Dziewior mentioned that COSOS have completed multiple restoration projects on other Doughboy statues.

Bardenwerper pointed out that in the process of transporting the statue raised the cost of the project considerably, roughly \$23,000 one way. He discussed the possibility of removing and transporting the statue with volunteers if they were overseen by the restoration company.

Baldry commented about liability issues with volunteers doing the work.

Dayton reiterated that the work done on this project will need to be done by certified and insured professionals.

Bardenwerper agreed that hiring COSOS to transport the statue is in the best interests of the city.

Bardenwerper discussed the challenges with the existing plinth and the need to replace it as well. He said that the DRC received several quotes for a new plinth, but based on the results they realized that the RFP was too broad and needed to be more specific.

Bardenwerper discussed the overall design of the plinth and needed to increase the height plinth by 12" to make room for the plaque, which is currently not attached. He brought additional design examples to compare and asked the board for additional feedback.

Cassidey commented that he preferred a design with the plaque attached to the plinth.

Baird suggested a design with flowers around the base of the plinth because this may deter people from attempting to climb up to the statue.

Bardenwerper discussed what security measures would be. He recommended adding up lighting around the statue.

Dayton commented that electricity would need to be brought to the statue and that we would need to get a quote for that.

Yanke commented that the closest electrical box is located to the east of the statue, on the far side of Old Madison St.

The committee also recommended removing the existing barbed wire and possibly placing barbed wire around the top of the plinth instead.

Baird asked what the expected timeline is to complete the project. Bardenwerper said that it would take the artist 1 year to complete the restoration of both the statue and the plaque.

Dayton asked how the project will be funded. Bardenwerper said that he had approached the Fort Atkinson Community Foundation about funding opportunities. He said that the DRC will be looking further into potential funding sources and a way to deposit donations.

The Parks and Recreation Board recommended that the DRC refine the design of the plinth, obtain a quote for adding electricity to the site, a landscaping plan and confirm how they plan on handling donations.

Cassidy moved to table this item. Bierd seconded.

b) Review of **Jones Park Batting Cage Concept Review** (JJ Yanke)

Parks Maintenance Supervisor, JJ Yanke summarized the presentation provided to the Board. He explained that this project has the support of the two main user groups, the Generals, and the Fort Atkinson High School Baseball program.

Biard asked about the durability of the net and how long it will last. Yanke explained the Mastodon Batting Cage System specs in detail. He said that it has a 5-year warranty. He also heard positive reviews about its quality, ease of use and durability.

Yanke explained that he is currently working with the Generals to sell raffle tickets. Additionally, he will be applying for a matching grant from the Fort Atkinson Community Foundation.

Baldry motioned that the Parks and Recreation Board support the Concept Review. Cassidy seconded.

c) **Review and possible recommendation to the Planning Commission relating to the McCoy World War Two Monument Project (Mabel Schumacher)**

Mabel Schumacher explained the history of existing McCoy Park memorials and the desire to install a Word War II monument. She commented that the focus of this monument will be on the entire war effort, honoring the soldiers and the community members who worked to support the troops.

Cassiday commented that he appreciated the vision for this monument.

Schumacher described the statue in detail, including the materials used, design elements and the dimensions.

Baldry asked how the statue would be oriented on the site.

Dayton asked about the lighting and electrical needs. Schumacher described that the new monument would have similar lighting as the other lit monuments in the park.

Biard asked if there were going to be any benches. Schumacher explained that a bench is in the plan.

Dayton asked if there will be any plaques added to the site. Schumacher commented that there will be 2 plaques including historical quotes. Additionally, there will be a plaque with the name of the artist.

Jackle motioned to approve recommendation to the Planning Commission. Baird seconded the motion.

8. Miscellaneous:

a) **Director's Report (Dayton)**

The City Council approved the new garage and shelter/concessions building at Haumerson's Pond in May. This project is funded through the Friends of Haumerson's Pond, the Fort Atkinson Community Foundation, and a \$100,000 matching grant from the DNR. Former Director Brooke Franceen and Steve Mode worked together to apply for the grant in 2023. Staff will be working closely with the Friends of Haumersons Pond to complete the project in the coming months.

Two of our staff will be moving up a step on the pay schedule this year. Dave Radloff celebrated his 36-month anniversary at the end of May. Dave is our Aquatic Specialist and takes care of the daily pool maintenance. Mat Thompson will be celebrating his 18-month anniversary on July 3rd. Mat is our newest parks staff person and has been a great addition. He became a Certified Pool Operator in January 2023. Congratulations to Dave and Mat!

In July, Chris Nye will be celebrating 10 years as our Senior Center Director. Congratulations to Chris, we are lucky to have him!

I would like to thank Mark Dziejwior for repairing three of our vandalized statues. The Fishing Boy “fish” was stolen in 2023. Staff and the donors worked with Mark to find the right spot to reattach the fish. Also, the Basketball Boys statue at the Municipal Building was repaired and reinstalled in May. The final statue needing repair is the Skating Boy, located at the Ralph Park skate park. Mark is graciously donating all his services!

Aquatic Center:

- The Aquatic Center is officially open! The weather did not fully cooperate with us for our opening weekend. On Saturday the pool closed after 1 hour due to rain and cold temps. But Sunday was great, we welcomed over 400 people!
- The council approved the purchase of a M32 Robot Pool Vacuum. We anticipate seeing cost savings within 3 years.
- We sold 426 Family passes as of June 12. Compared to the 460 passes sold in 2023. 42 Individual passes have been sold, compared to 54 sold in 2023.
- The department purchased a new i.d. card printer for our AC season passes. Not only has this streamlined the process, but they also look great! We have already received several compliments from the public.
- Challenges: Phone lines at the AC were down for 2 days during opening week. This caused some issues with folks attempting to schedule private swim lessons. Also, the new pool heater installation has been delayed. Staff is working with the contractor to keep the existing heater running until the new unit arrives.

Main Street Dance:

- 308 dancers participated in our recital in early May, including 91 dads, who danced with their children.
- There were over 1,600 family members and friends in the audience at the recitals Friday and Sunday. The show on Sunday saw an almost sell-out of the 1,250 seat Young Auditorium.

Parks:

- Most of our parks seasonal staff started the week of June 3rd. We are looking to hire one more person as a floater between Parks Maintenance and Cityscape staff.
- Staff successfully opened all public bathroom facilities on May 1st.
- Thanks to a donation from the Fort Atkinson Generals, we renovated the pitching mound and home plate areas in both bullpens and on the main diamond.

- As of June 12, we have a total of 288 shelter rentals on the books for 2024.
- Memorial Park baseball fields saw a face lift this spring. Staff used the new ABI Force Groomer machine to remove the infield lips and level all 3 diamonds.
- Challenges: Construction of the new Public Works and Parks Operations building has required our staff to remain flexible. Staff is excited to move into the new building after it is complete.

Recreation:

- Our Adult Pickleball Beginner/Intermediate program maxed out with 24 participants. Staff received lots of positive compliments from the first class.
- The Stuff n' Fluff program is always a hit with younger kids. We saw a total of 20 participants in the summer session.
- Fit with Fran is always a big hit! The early summer session has a total of 43 participants across 3 different classes.
- Challenges: A new club group is now offering softball within the community. We anticipated that this would influence our numbers but did not expect it to affect us as much as it did. In 2023, we had around 80 participants in grades 3-8. As of June 10, we have a total of 36 girls registered. Brett Kettermann adjusted the format of the program and will be overseeing the implementation of it. Staff will be evaluating this program at the end of the season to gauge interest for next year.

Senior Center:

- Senior Center attendance is doing very well is consistently in the 1100-1500 range per month. That is about an average of 60 people coming into the building and signing in each day. In May, we set a new attendance record with 1527 folks signing in.
- Our landscaping at the Center has improved year over year. The SC staff have coordinated annual garden clean up days over the past several years. Their hard work is truly paying off.
- We have a loyal group of volunteers that have added new programs such as Qigong and Pinochle in the last few months.
- Challenges: Finding the right volunteer to lead new programs that have been requested.

9. Next Meeting: **Wednesday, September 11, 2024 at 4:00 p.m.**

10. Adjournment

Baldry moved to adjourn the meeting, Baird seconded. Meeting adjourned at 6:00pm



Permit Report

05/01/2024 - 05/31/2024

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

5/15/2024	24326	309 Bluff St	St Pauls Lutheran Church	Add/Alter Commercial	16,580 sq ft gym addition	3,377,000	\$5,409.00
5/9/2024	24319	1550 Madison Ave, Unit 102	Peng Yin	Add/Alter Commercial	Remodeling space for Massage Parlor, some existing area to remain.	20,000	\$868.00
							\$6,277.00

Group Total: 2

Group: Deck

5/13/2024	24322	516 Lexington	Deborah Vose	Deck	Ground level deck on east side of house, small ground level deck on west side of house	2,500	\$76.75
5/2/2024	24302	1217 Lillian St	Ken Dorn	Deck	covering existing stoop with decking and adding framing and decking for additional 18ft	1,500	\$102.00
5/1/2024	24301	3 N Fourth St	Jeff Behling	Deck	Replace side landing and steps	1,500	\$43.00
							\$221.75

Group Total: 3

Group: detached garage

5/29/2024	24350	708 Jackson St	Evan Everett	detached garage	Replacement (1 for 1). Foundation will remain.	10,000	

Group Total: 1

Group: Electrical

5/29/2024	24349	827 Banker Rd	Madison College	Electrical	Install replacement site lighting	100,000	\$145.00
5/24/2024	24345	101 E Hilltop Tr	Matthew Long	Electrical	Pannel Upgrade	2,750	\$95.00

5/21/2024	24342	815 Boldt St	JOSEPH F JONES TRUST	Electrical	SERVICE UPGRADE TO 200 AMP FOR DUPLEX 2- 100 amp Panels	2,000	\$105.00
5/21/2024	24340	905 Madison Ave	American Wholesale Furniture	Electrical	Replaced and added exit lights.	1,500	\$38.75
5/21/2024	24339	704 Frederick Ave	Alan Goldberg	Electrical	11 module rooftop solar install.	13,600	\$70.00
5/20/2024	24336	314 Zida St.	CYNTHIA ABERNETHY	Electrical	KITCHEN REMODEL, 10 OPENINGS and Subpanel	1,500	\$52.50
5/15/2024	24328	1550 Madison Ave, Unit 102	CBF Investment CO LLC	Electrical	Reconfigure electrical in space for a massage parlor	8,000	\$51.25
5/8/2024	24316	615 Madison Ave	Tom McCulloch	Electrical	SERVICE UPGRADE/ UPS system	6,500	\$80.00
5/8/2024	24314	717 Cloute St	Lynn Jordan	Electrical	Service upgrade to 100amps	2,900	\$70.00
5/7/2024	24312	1442 Lakeview Dr	Joe Salamone	Electrical	New duplex	30,000	\$285.00
5/6/2024	24309	804 W Sherman Ave	Griffin Moehling	Electrical	1 room office attic remodel, 200 amp service upgrade, 5 lights with 2 switches, 10 outlets, 1 smoke alarm.	1,500	\$81.25
5/1/2024	24300	100 Edward St #8	Sean Andrew Hackbart	Electrical	outlets, lighting replacement	0	\$44.00
							\$1,117.75

Group Total: 12

Group: Erosion Control

5/20/2024	24337	201 E Cramer St	Opportunities Inc./Owner Rep Doug Beilke/Maas Bros.	Erosion Control	Sitework/Earthwork	4,000,000	\$235.00
							\$235.00

Group Total: 1

Group: Fence

5/24/2024	24346	1108 Grant St	Nicholas A Gulig	Fence	Privacy Fence in backyard	1,500	\$85.00
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5/17/2024	24334	1618 Premier PL	William and Patsy Pomplin	Fence	Backyard fence	8,500	\$85.00
5/17/2024	24333	812 W Blackhawk Dr	Leona Bauer	Fence	New Fence, Dog ear wood	3,700	\$85.00
5/15/2024	24329	810 N High st	Jason Hacht	Fence	32 ft of treated wood privacy fence in rear yard	300	\$60.00
5/7/2024	24311	332 Riverside Dr	Leslie Wolff	Fence	New wood fence in backyard	1,500	\$85.00
5/2/2024	24304	626 Washington	Scott Saunders	Fence	Wood Privacy Fence in backyard	3,300	\$85.00
							\$485.00

Group Total: 6

Group: Foundation Repair

5/8/2024	24315	437 Adams St	Mike and Kathy Wilson	Foundation Repair	Waterproof basement	8,250	\$111.75
							\$111.75

Group Total: 1

Group: HVAC

5/22/2024	24344	825 Lexington Blvd	Tom Becker	HVAC	Office build out, ductwork only with existing RTU	9,690	\$125.00
5/16/2024	24330	205 E Blackhawk Dr	Adam Johnson	HVAC	Replacing existing RTU	0	\$95.00
5/10/2024	24321	1550 Madison Ave Unit 102	CBF Investment Co LLC	HVAC	ducting alterations/ventilation	4,789	\$179.30
5/2/2024	24305	611 E Sherman Ave	Fort Healthcare	HVAC	62,797 sq. ft. hospital full gut and remodel.	7,595,000	\$3,994.85
5/2/2024	24303	201 S Main St	Mitch Patterson	HVAC	Furnace-A/C and Duct Work	32,000	\$395.00
5/1/2024	24299	102 Park St	Jeff Behling	HVAC	Replace A/C	3,775	\$70.00
							\$4,859.15

Group Total: 6

Group: Plumbing

5/27/2024	24347	333 Maple St	Fireside Inc	Plumbing	replace mixer valve in tub area	2,962	\$41.00
5/22/2024	24343	1142 Lakeview Dr	joe salamone	Plumbing	duplex	650,000	\$203.00

5/20/2024	24335	612 Talent Tr	Marie Messmer	Plumbing	replacing current shower base with tub base in bathroom. no walls are being moved .	20,584	\$41.00
5/15/2024	24325	408 Curtis Cir	Betty Stresse	Plumbing	Basement bathroom addition	6,000	\$53.00
5/6/2024	24308	611 E Sherman Ave	Fort Healthcare	Plumbing	Phased Plumbing Renovation	1,463,929	\$895.00
5/6/2024	24307	1320 Riverside Dr	312 Properties	Plumbing	Replace water heaters, Tubs, adding washer boxes for laundry	30,000	\$107.00
							\$1,340.00

Group Total: 6

Group: Right of Way Opening Permit

5/31/2024	24351	1114 Sherman Ave W	Bryce Telfer	Right of Way Opening Permit	sidewalk and driveway	0	\$50.00
5/15/2024	24327	315 Garfield St	Bill Pazurek	Right of Way Opening Permit	Replace apron, sidewalk	14,000	\$50.00
5/14/2024	24323	70 N Main St	Premier Bank	Right of Way Opening Permit	Gas service for Generator	0	\$50.00
5/9/2024	24318	27 Wilson Ave	Art Milheiser	Right of Way Opening Permit	sidewalk	0	\$50.00
							\$200.00

Group Total: 4

Group: Shed

5/8/2024	24317	700 Cherokee Ln	Cathy Onsrud	Shed	New premade shed to replace old shed	5,000	\$110.00
							\$110.00

Group Total: 1

Group: Sign

5/3/2024	24306	215 Madison Ave	Charles Mitchell	Sign	Replacing existing sign face with same design	500	\$55.00
							\$55.00

Group Total: 1

Group: Single Family Alteration/Addition

5/29/2024	24348	1251 Janette St	Marty and Angela nelson	Single Family Alteration/Addition	Kitchen remodel	78,252	\$172.50
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5/21/2024	24341	314 Zida St.	Cindy Abernethy	Single Family Alteration/Addition	Gutted existing kitchen. New electrical work for lights and outlets in the kitchen. New drywall, paint, new cabinets, tops, light fixtures and new plumbing fixtures.	29,000	\$65.00
5/17/2024	24332	1312 Greene St.	Mike Kaspar	Single Family Alteration/Addition	Re Roof and Truss Repair	27,000	\$220.00
5/14/2024	24324	704 Frederick Ave	Alan Goldberg	Single Family Alteration/Addition	rooftop solar install	13,600	\$175.00
5/9/2024	24320	408 Curtis Cir	Betty Strese	Single Family Alteration/Addition	Add bathroom to basemant	4,500	\$61.00
5/7/2024	24313	422 Converse St	Ethan Gerhardt	Single Family Alteration/Addition	Rebuilding front porch, all new except roof and posts.	5,000	\$35.00
5/6/2024	24310	804 W Sherman Ave	Griffin Moheling	Single Family Alteration/Addition	Renovation of third story attic into living area	11,000	\$70.00
							\$798.50

Group Total: 7

							\$15,810.90
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Total Records: 51

6/10/2024



Jedidiah Draeger
Building Inspector/Zoning Administrator



MEMORANDUM

DATE: June 18, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Summer Solstice Music Fest, Saturday, June 22, 2024, from 1 p.m. to 6 p.m. at Barrie Park (Ebbert, Clerk, Treasurer, Finance Director)

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: Summer Solstice Music Fest

Date: Saturday, June 22, 2024

Location: Barrie Park

Contact Person: Randy Piering, 262-490-2592

Hours of Event: 1:00 pm - 6:00 pm

Set up/Tear Down: 10:00 am – 12:30 pm and 6:15 pm – 7:00 pm

Estimated Number of Attendees: 50-100

Event information was routed to Departments without any concerns provided and with the following comments:

Event coordinator will need to work with the Parks department to have electrical access to the band shell.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Summer Solstice on Saturday, June 22, 2024 at Barrie Park.

ATTACHMENTS

1. Solstice Advertisement
2. Summer Solstice Musicfest 2024
3. Park Reservation 6.22.24

**SUMMER
SOLSTICE**

**1ST ANNUAL
MUSIC FEST**

BARRIE PARK

FORT ATKINSON

Rand & Friends
and multiple artists!

**22
JUNE**

1P - 6P

FREE TO THE PUBLIC



CITY OF FORT ATKINSON
Special Event Application

Fee: \$25.00

Name of Business/Group Organizing Event:

RANDY PIERING

Contact Person for Event:

RANDY PIERING

Phone Number:

262-490-2592

Email:

PIETRAOING2021@gmail

Day of Event Contact Person (if different from above):

Phone:

Email

Special Event Details

Event Name:

SUMMER SOLSTICE MUSICFEST,

Event Date (mm/dd/yyyy):

06/22/24

06/22/2024

Event Location:

BARRIE PARK

Estimated Number of Attendees:

50-100

Hours of Event:

1pm-6pm

Event Setup Time:

10:AM

Event Tear Down Time:

6:15pm

Event Description:

A CELEBRATION OF SUMMER

Goal/Purpose of Event:

TO ENRICH FORT ATKINSON BY
CREATING A DAY FOR PEOPLE TO ENJOY.

Attach a map of the event including:

Designated parking areas and available number of spaces*, directional signage for event, pedestrian street crossing locations, location of any traffic control barricades or personnel, and coordination of vehicles and pedestrians

** If limited parking available, provide proof of permission from neighboring businesses for street parking*

Check all applicable boxes:

☒ I am renting a city park

Attach copy of paid park rental from Parks & Recreation Department. Equipment rental is available from the Parks & Recreation office 920-397-9910. You are responsible for picking up, settling, and return of equipment. Each park is equipped with picnic tables and garbage/recycling bins are available upon request. If additional cans are requested, the event coordinator will provide them. Can liners from Park & Recreation office. The event coordinator is responsible for transportation. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.

☒ I will be having music

(Per City Ordinance 17.03) no person shall cause or allow loud, excessive or unusual music to be played that disturbs the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 PM must be followed

Start Time of Music: 1:00 PM

6:00 PM
End Time of Music

☐ I will be closing a street(s)*

Barricades can be provided by Public Works upon request

** Provide proof of permission from neighboring businesses/properties if street closure*

☐ I will be selling beer and/or wine*

Alcohol license and licensed bartender(s) required. Contact City Clerk (920) 397-9901 for application.

**Restroom Plan also required with sales of beer and/or wine. Refer to the Special Events Guide*

☐ I will be erecting a tent, canopy or other temporary structure.*

**Event coordinator is responsible for ensuring that the temporary structure is safely erected and required to contact Diggers Hotline at least 4 business days prior to the event. Digger*

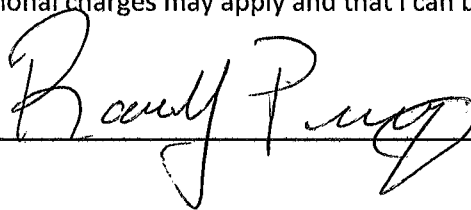
☐ I am having a walk/race*

**See map instructions above. In addition to the previously listed map requirements, contact Diggers Hotline for route on the map.*

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 required to provide Proof of Insurance. I understand that I may need to contact multiple Departments to arrange for assistance. I understand I am responsible for timely clean up after the event. I understand that additional charges may apply and that I can be billed after my event.

Responsible Party Signature: _____



Submission Date: _____

For Office Use Only:

Date Received: _____

Date Paid: _____

Council Approval / Denial Date: _____

Date applicant notified of Council action and any event stipulations: _____

Event Stipulations: _____



Fort Atkinson Parks and Rec
30 N Water St West
Fort Atkinson, WI 53538
(920) 397-9910

FACILITY RESERVATION

Randy Piering
507 Foster St.
Fort Atkinson, WI 53538
(262) 490-2592

Facility: Barrie Park - 210 Robert Street, Fort Atkinson, WI 53538
Facility Hours: :

Reservation: 06/22/24, Sat 9:00AM to 10:00PM
Reservation approved by NASH on 04/15/24 08:16AM

Fee Details: Reservation Fee: \$60.00
Damage Deposit \$50 \$50.00
Will you be putting up a tent/driving any type of stakes into the ground?: No
Will you be roasting a pig at your event?: No
Will you have music, a live band, or amplified sound at your event?: Yes
What type of event are you having?: Friends, Family & Public Free Summer Solstice Concert

Estimated Attendance: 100

RECEIPT NO: 13290

Date: 04/15/24 08:16am

Fee: \$110.00

Discount: 0.00

Tax: 0.00

Total: 110.00

Paid: Credit Card 110.00

Balance: 0.00

STATEMENT OF AGREEMENT

PARK SHELTER RESERVATION POLICIES

- FEES:** All fees must be paid at the time of reservation. There is a fee for the rental of a shelter and a security deposit. You may change shelters or the date 30 days prior to your event at no charge depending on availability. All shelter reservations are taken on a first-come, first-serve basis.
- PARK HOURS:** City parks are open 7 days a week. NO overnight camping is allowed in the city parks. Park shelters are reserved from 9:00 a.m. - 10:00 p.m.
- ON THE DAY OF YOUR EVENT:** It is your responsibility to take this reservation permit with you to the park on the day of your event. The office reserves one event a day per shelter. If someone is using the facility when you arrive, politely tell them that you have it reserved, show them this form and ask them to leave. If they refuse to leave, notify the Police Department at 920-397-9905 immediately.
- KEYS:** If keys are required for your shelter, we ask that you pick them up 1-2 business days before your event and return them to the Parks & Recreation Office the following business day. You will receive your security deposit then (The Fort Parks & Recreation reserves the right to withhold the security key deposit if the shelter is not properly cleaned or if there is damage). If you forget to pick up the keys prior to your event and it is after normal business hours (Mon-Fri 8-12 & 12:30-4:30p.m.), see #19 below for directions. Additional charges may apply.
- ALCOHOLIC BEVERAGES:** Alcoholic beverages are allowed at your event, as long as you don't sell it. However, if anything is in glass bottles, you are required to remove the glass from the premises or be sure to dispose of it in the recycle bins supplied.

STATEMENT OF AGREEMENT

6. **PICNIC TABLES:** There are picnic tables in and around every shelter, and shall not be removed from the park or shelter area.
7. **CLUBHOUSE SEATING:** There are 10 picnic tables located outside of clubhouse on the patio. Inside the shelter there are 8 8' round banquet tables with 6 chairs at each table. There are an additional 10 8' rectangular tables and additional chairs located in the storage room at the clubhouse. If you need more chairs and tables, they can be rented through the Parks and Recreation Department depending upon availability.
8. **GRILLING:** Each shelter provides a grill. Any additional grills must be placed outside of the shelter. Grilling is not allowed underneath any shelter. When done grilling, let coals burn down themselves. Do not dispose of hot coals in the dumpsters or garbage bags. Fires may be started or maintained only in areas specifically designated and equipped for outdoor cooking.
9. **FORT ATKINSON DISC GOLF:** There is a 9-hole Par 3 Disc Golf Course located in Rock River Park that is open to the community. If renting the Clubhouse, there are discs for your group to use for the disc golf course provided by the Parks & Rec. Department. Discs must be returned to the Clubhouse after use.
10. **DRIVING/PARKING IN CITY PARKS:** There shall be NO driving or parking on the grass in the parks. All parking should be in the parking lots. Absolutely no vehicles are allowed on the bridge at Rock River Park. All damages will be assessed to the permit signer.
11. **TENTS/STAKES:** Because of underground electric throughout the parks, anything being driven into the ground requires prior contact with Diggers Hotline: (800) 242-8511 for line location and with the Fire Department: 920-397-9908 for a general permit, if applicable. This must be done five days prior to your event.
12. **ROASTING A PIG:** If you will be roasting a pig at the park shelter on the day of your event, you are required to contact the Parks Shop at 920-397-9912 to schedule an appointment to meet with a Parks employee. The employee will meet you at the shelter to explain where the pig roaster can be placed and let you know what needs to be done in preparation and clean-up of the roaster. This meeting must be done five days prior to your event date.
13. **ELECTRICAL OUTLETS:** All shelters are equipped with electrical boxes or strips. You will need a key to unlock these boxes or strips to access any electricity. Do not overload the electrical outlets (20-amp max. per outlet). If an outlet blows, press the reset button. If a fuse blows, notify the office the next business day.
14. **APPEARANCE:** No changes in the physical appearance of any shelter shall occur, including placing nails, tacks, or staples in the woodwork. Damages will be assessed to the permit signer.
15. **SHELTER CLEAN-UP:** All park shelters should be left as you find them. Neat, clean, and damage free upon the conclusion of your event. Any clean-up and/or repair costs will be assessed to the permit signer. The Clubhouse floors must be mopped, swept and bathrooms cleaned at the conclusion of your event (cleaning supplies are supplied and are located in the storage room in the Clubhouse).
16. **GARBAGE:** All paper and rubbish should be put in trash cans. Trash cans with liners are provided and placed around the park shelter area. The trash shall be disposed of in the dumpsters within the park. Any glass bottles must be removed from the premises or placed in recycle bins that are supplied. Do not dispose of hot coals in the dumpsters or garbage bags.
17. **MUSIC/BANDS:** Music is allowed, however, (by City Ordinance 17.03) no person using park facilities shall cause or allow loud, excessive or unusual noise that will disturb the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 p.m. City noise ordinance must be followed.
18. **RESTROOMS:** All park restrooms should be left as you find them. Neat, clean, and damage free upon the conclusion of your event. Any cleanup and/or repair costs will be assessed to the permit signer.
19. **PARKS EMPLOYEE ASSISTANCE:** If you need immediate assistance, contact the Fort Atkinson Police Dep

STATEMENT OF AGREEMENT

artment at 920-397-9905. The Police Department will contact a Parks Personnel if needed.

20. FUTURE RESERVATIONS: Shelters may be reserved beginning Jan. 3, or one year in advance for an additional \$100.

21. PARK SHELTER REFUND POLICY:

- A. Full refunds are given, at no charge for cancellation requests received at 30 days prior to the event date.
- B. There is no charge to change the date and/or location if the request is received 30 days or more prior to the event date.
- C. Cancellations and changes received 29 to 14 days prior to the event date (counting notice date and event date) will be issued a 50% refund.
- D. No cancellations or changes will be accepted 13 days or fewer before the event date (counting notice date and event date).

22. QUESTIONS: If you have any further questions, please contact the Fort Parks & Recreation Office at 920-397-9910 during office hours.
(Hours: Mon-Fri 8-12 & 12:30-4:30 p.m.)

Signature _____ Waiver agreed to online
(If under 18, parent or guardian)

Date 04/13/24 12:29pm



MEMORANDUM

DATE: June 18, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Jazz in the Park, Friday, June 28, 2024, from 7 p.m. to 9 p.m. at Barrie Park (Ebbert, Clerk, Treasurer, Finance Director)

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.

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DISCUSSION

Event: Jazz in the Park

Date: Friday, June 28, 2024

Location: Barrie Park; Closure of 7 parking spaces on Lincoln Street

Contact Person: Justin Steger, stegerj@fortschools.org

Hours of Event: 7:00 pm - 9:00 pm

Set up/Tear Down: 5:00 - 6:00 pm and 9:15 pm – 10:00 pm

Estimated Number of Attendees: 100

Event information was routed to Departments without any concerns provided.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Jazz in the Park on Friday, June 28, 2024 at Barrie Park.

ATTACHMENTS

1. Special Event Application - Jazz in the park
2. Parking Stall Closure 6.29.24
3. Report

 CITY OF FORT ATKINSON Special Event Application Fee: \$25.00		
Name of Business/Group Organizing Event:Fort Atkinson High School Band		
Contact Person for Event:Justin Steger		
Phone Number:	Email:Stegerj@fortschools.org	
Day of Event Contact Person (if different from above):	Phone:262-34709895	Email:
Special Event Details		
Event Name:Jazz in the Park		
Event Date (mm/dd/yyyy):June 28th, 2024		
Event Location:Barrie Park		
Estimated Number of Attendees:100	Hours of Event:7pm-9pm	
Event Setup Time:5pm	Event Tear Down Time:9pm	
Event Description:At the conclusion of our Summer School - Jazz Camp we are hoping to perform a concert at Barrie Park. In addition we have secured sponsors to bring in Dawson Redenius Septet a Jazz Septet from the Twin Cities area and Eau Claire, WI. Dawson the band leader is also an alumni of The School District of Fort Atkinson. We are hoping to make an event out of this to spread appreciate of the jazz genre to the city of Fort Atkinson.		
Goal/Purpose of Event:Highlight our students efforts and give the citizens of Fort Atkinson an avenue for live professional jazz. Secondly, we are hoping to have fundraising opportunities for the Fort Band Program.		
Attach a map of the event including:	Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians <i>* If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking</i>	
Check all applicable boxes:		
☒ I am renting a city park	Attach copy of paid park rental from Parks & Recreation Department. Equipment rentals are reservable through the Parks & Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park & Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.	
☒ I am renting city equipment	Please secure and submit payment for requested equipment prior to submitting Special Event Application. *Attach a map with a location for drop off of equipment with this application. 8' white plastic table (43 available; \$4.50/each)Qty ____ Metal folding chair (190 available; \$0.75/each)Qty ____ Additional Picnic Table (\$15/each; includes delivery & pick up)*Qty ____ Additional Garbage/Recycling Can*Qty ____ Barricades*Qty 8 Traffic Cones*Qty ____	
☒ Electrical Access	The City Electrician may reach out to you to address any needs/concerns. Please specify if you have any requests or requirements beyond current access: Amplification of music and lights. In addition food trucks may require electricity, but most of the time they will use generators.	

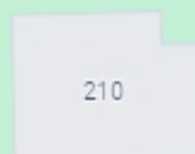
☒	I will be having music	(Per City Ordinance 17.03) no person shall cause or allow loud, excessive or unusual noise that will disturb the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 p.m. City noise ordinance must be followed
		Start Time of Music: 7pmEnd Time of Music: 9pm
☒	I will be closing a street(s)*	Barricades can be provided by Public Works upon request <i>* Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity</i>
☐	I will be selling beer and/or wine*	Alcohol license and licensed bartender(s) required. Contact City Clerk (920) 397-9901 prior to submitting this application. <i>*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.</i>
☐	I will be erecting a tent, canopy or other temporary structure.*	 <i>*Event coordinator is responsible for ensuring that the temporary structure is safely installed. Event Coordinator is required to contact Diggers Hotline at least 4 business days prior to the event. Diggershotline.com, 1-800-242-8511</i>
☐	I am having a walk/race*	 <i>*See map instructions above. In addition to the previously listed map requirements, clearly mark your walk/race route on the map.</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 understand that I may need to contact multiple Departments to arrange for assistance. I understand I am responsible for timely clean up after the event. I understand that additional charges may apply and that I can be billed after my event. Responsible Party Signature:Justin Steger Submission Date:05/20/2024		
For Office Use Only: Date Received: Date Paid: Council Approval / Denial Date: Date applicant notified of Council action and any event stipulations: Event Stipulations:		

Robert St

Barrie St

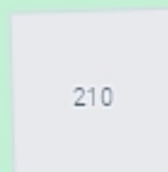
Barrie St

Barrie

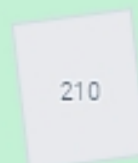


210

210



210



210

Barrie Park

Lincoln St

Lincoln St

Lincoln St

Sherman Ave W



Fort Atkinson Parks and Rec
30 N Water St West
Fort Atkinson, WI 53538
(920) 397-9910

FACILITY
RESERVATION

Justin Steger
925 Lexington Blvd.
Fort Atkinson, WI 53538
(920) 563-7811

RECEIPT NO: 14514

Date: 06/11/24 04:17pm

Fee: \$0.00

Discount: 0.00

Tax: 0.00

Total: 0.00

Paid: Cash 0.00

Balance: 0.00

Facility: Barrie Park - 210 Robert Street, Fort Atkinson, WI 53538

Facility Hours: :

Reservation: 06/28/24, Fri 9:00AM to 10:00PM
Reservation approved by NASH on 06/11/24 04:17PM

Fee Details: Reservation Fee: \$0.00
Will you be putting up a tent/driving any type of stakes into the ground?: No
Will you be roasting a pig at your event?: No
Will you have music, a live band, or amplified sound at your event?: Yes
What type of event are you having?: Jazz in the Park

STATEMENT OF AGREEMENT

PARK SHELTER RESERVATION POLICIES

1. FEES: All fees must be paid at the time of reservation. There is a fee for the rental of a shelter and a security deposit. You may change shelters or the date 30 days prior to your event at no charge depending on availability. All shelter reservations are taken on a first-come, first-serve basis.
2. PARK HOURS: City parks are open 7 days a week. NO overnight camping is allowed in the city parks. Park shelters are reserved from 9:00 a.m. - 10:00 p.m.
3. ON THE DAY OF YOUR EVENT: It is your responsibility to take this reservation permit with you to the park on the day of your event. The office reserves one event a day per shelter. If someone is using the facility when you arrive, politely tell them that you have it reserved, show them this form and ask them to leave. If they refuse to leave, notify the Police Department at 920-397-9905 immediately.
4. KEYS: If keys are required for your shelter, we ask that you pick them up 1-2 business days before your event and return them to the Parks & Recreation Office the following business day. You will receive your security deposit then (The Fort Parks & Recreation reserves the right to withhold the security key deposit if the shelter is not properly cleaned or if there is damage). If you forget to pick up the keys prior to your event and it is after normal business hours (Mon-Fri 8-12 & 12:30-4:30p.m.), see #19 below for directions. Additional charges may apply.
5. ALCOHOLIC BEVERAGES: Alcoholic beverages are allowed at your event, as long as you don't sell it. However, if anything is in glass bottles, you are required to remove the glass from the premises or be sure to dispose of it in the recycle bins supplied.
6. PICNIC TABLES: There are picnic tables in and around every shelter, and shall not be removed from the par

STATEMENT OF AGREEMENT

k or shelter area.

7. CLUBHOUSE SEATING: There are 10 picnic tables located outside of clubhouse on the patio. Inside the shelter there are 8 8' round banquet tables with 6 chairs at each table. There are an additional 10 8' rectangular tables and additional chairs located in the storage room at the clubhouse. If you need more chairs and tables, they can be rented through the Parks and Recreation Department depending upon availability.

8. GRILLING: Each shelter provides a grill. Any additional grills must be placed outside of the shelter. Grilling is not allowed underneath any shelter. When done grilling, let coals burn down themselves. Do not dispose of hot coals in the dumpsters or garbage bags. Fires may be started or maintained only in areas specifically designated and equipped for outdoor cooking.

9. FORT ATKINSON DISC GOLF: There is a 9-hole Par 3 Disc Golf Course located in Rock River Park that is open to the community. If renting the Clubhouse, there are discs for your group to use for the disc golf course provided by the Parks & Rec. Department. Discs must be returned to the Clubhouse after use.

10. DRIVING/PARKING IN CITY PARKS: There shall be NO driving or parking on the grass in the parks. All parking should be in the parking lots. Absolutely no vehicles are allowed on the bridge at Rock River Park. All damages will be assessed to the permit signer.

11. TENTS/STAKES: Because of underground electric throughout the parks, anything being driven into the ground requires prior contact with Diggers Hotline: (800) 242-8511 for line location and with the Fire Department: 920-397-9908 for a general permit, if applicable. This must be done five days prior to your event.

12. ROASTING A PIG: If you will be roasting a pig at the park shelter on the day of your event, you are required to contact the Parks Shop at 920-397-9912 to schedule an appointment to meet with a Parks employee. The employee will meet you at the shelter to explain where the pig roaster can be placed and let you know what needs to be done in preparation and clean-up of the roaster. This meeting must be done five days prior to your event date.

13. ELECTRICAL OUTLETS: All shelters are equipped with electrical boxes or strips. You will need a key to unlock these boxes or strips to access any electricity. Do not overload the electrical outlets (20-amp max. per outlet). If an outlet blows, press the reset button. If a fuse blows, notify the office the next business day.

14. APPEARANCE: No changes in the physical appearance of any shelter shall occur, including placing nails, tacks, or staples in the woodwork. Damages will be assessed to the permit signer.

15. SHELTER CLEAN-UP: All park shelters should be left as you find them. Neat, clean, and damage free upon the conclusion of your event. Any clean-up and/or repair costs will be assessed to the permit signer. The Clubhouse floors must be mopped, swept and bathrooms cleaned at the conclusion of your event (cleaning supplies are supplied and are located in the storage room in the Clubhouse).

16. GARBAGE: All paper and rubbish should be put in trash cans. Trash cans with liners are provided and placed around the park shelter area. The trash shall be disposed of in the dumpsters within the park. Any glass bottles must be removed from the premises or placed in recycle bins that are supplied. Do not dispose of hot coals in the dumpsters or garbage bags.

17. MUSIC/BANDS: Music is allowed, however, (by City Ordinance 17.03) no person using park facilities shall cause or allow loud, excessive or unusual noise that will disturb the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 p.m. City noise ordinance must be followed.

18. RESTROOMS: All park restrooms should be left as you find them. Neat, clean, and damage free upon the conclusion of your event. Any cleanup and/or repair costs will be assessed to the permit signer.

19. PARKS EMPLOYEE ASSISTANCE: If you need immediate assistance, contact the Fort Atkinson Police Department at 920-397-9905. The Police Department will contact a Parks Personnel if needed.

STATEMENT OF AGREEMENT

20. FUTURE RESERVATIONS: Shelters may be reserved beginning Jan. 3, or one year in advance for an additional \$100.

21. PARK SHELTER REFUND POLICY:

- A. Full refunds are given, at no charge for cancellation requests received at 30 days prior to the event date.
- B. There is no charge to change the date and/or location if the request is received 30 days or more prior to the event date.
- C. Cancellations and changes received 29 to 14 days prior to the event date (counting notice date and event date) will be issued a 50% refund.
- D. No cancellations or changes will be accepted 13 days or fewer before the event date (counting notice date and event date).

22. QUESTIONS: If you have any further questions, please contact the Fort Parks & Recreation Office at 920-397-9910 during office hours.
(Hours: Mon-Fri 8-12 & 12:30-4:30 p.m.)

Signature _____
(If under 18, parent or guardian)

Date 06/11/24 04:17pm



MEMORANDUM

DATE: June 18, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Lions & Fat Boyz Motorcycle Raffle, Saturday June 29, 2024, from 4 p.m. to 9 p.m. at Fat Boyz (Ebbert, Clerk, Treasurer, Finance Director)

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: Lions & Fat Boyz Motorcycle Raffle

Date and Hours of Event:

Saturday June 29, 2024 4:00 pm – 9:00 pm

Location: Fat Boyz, alley, and rear parking spaces

Contact Person: Rene Wieloch, renewiloch@yahoo.com, 608-718-1457

Estimated Number of Attendees: 600+

Event information was routed to Departments without any concerns and with the following comments:

As in previous years, Chief Bump would like to see a volunteer outside to properly manage the

event so we don't have drinking and open intoxicants outside the extended area, underage drinking in the outdoor venue, and that the area is safe from accidental vehicle intrusion.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Lions & Fat Boyz Bike Raffle on Saturday, June 29, 2024 at Fat Boyz.

ATTACHMENTS

1. Lions and Fat Boyz Bike Raffle 2024



CITY OF FORT ATKINSON
Special Event Application

Fee: \$25.00 *pd*

Name of Business/Group Organizing Event: *Fat Boyz*
Contact Person for Event: *Rene Wieloch*
Phone Number: *608-718-1457* Email: *renewieloch@yahoo.com*
Day of Event Contact Person (if different from above): Phone: Email:

Special Event Details

Event Name: *Lions & Fat Boyz motorcycle raffle*
Event Date (mm/dd/yyyy): *June 29 2024*
Event Location: *Fat Boyz Back parking lot*
Estimated Number of Attendees: *600+* Hours of Event: *4pm to 830pm - 9pm*
Event Setup Time: *330-4pm* Event Tear Down Time: *9pm*
Event Description: *Raffle starts at 530pm. to 8pm. Tables and chairs, and shade tents in parking spots.*

Goal/Purpose of Event: *To give away 2024 Harley to raise money for the Lions Club.*

Attach a map of the event including: Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians
** If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking*

Check all applicable boxes:

☐ I am renting a city park
Attach copy of paid park rental from Parks & Recreation Department. Equipment rentals are reservable through the Parks & Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park & Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.

☐ I am renting city equipment
Please secure and submit payment for requested equipment prior to submitting Special Event Application.
*Attach a map with a location for drop off of equipment with this application.

8' white plastic table (43 available; \$4.50/each)	Qty ____
Metal folding chair (190 available; \$0.75/each)	Qty ____
Additional Picnic Table (\$15/each; includes delivery & pick up)*	Qty ____
Additional Garbage/Recycling Can*	Qty ____
Barricades*	Qty ____
Traffic Cones*	Qty ____

☐ Electrical Access
The City Electrician may reach out to you to address any needs/concerns.
Please specify if you have any requests or requirements beyond current access:

Continued

☐ I will be having music (Per City Ordinance 17.03) no person shall cause or allow loud, excessive or unusual noise that will disturb the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 p.m. City noise ordinance must be followed

Start Time of Music: _____ End Time of Music: _____

☐ I will be closing a street(s)* Barricades can be provided by Public Works upon request
** Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity*

☐ I will be selling beer and/or wine* Alcohol license and licensed bartender(s) required. Contact City Clerk (920) 397-9901 prior to submitting this application.
**Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.*

☐ I will be erecting a tent, canopy or other temporary structure.*
**Event coordinator is responsible for ensuring that the temporary structure is safely installed. Event Coordinator is required to contact Diggers Hotline at least 4 business days prior to the event. Diggershotline.com, 1-800-242-8511*

☐ I am having a walk/race*
**See map instructions above. In addition to the previously listed map requirements, clearly mark your walk/race route on the map.*

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 understand that I may need to contact multiple Departments to arrange for assistance. I understand I am responsible for timely clean up after the event. I understand that additional charges may apply and that I can be billed after my event.

Responsible Party Signature:

Rene W. Dieck 5.18.24

Submission Date:

For Office Use Only:

Date Received: _____

Date Paid: _____

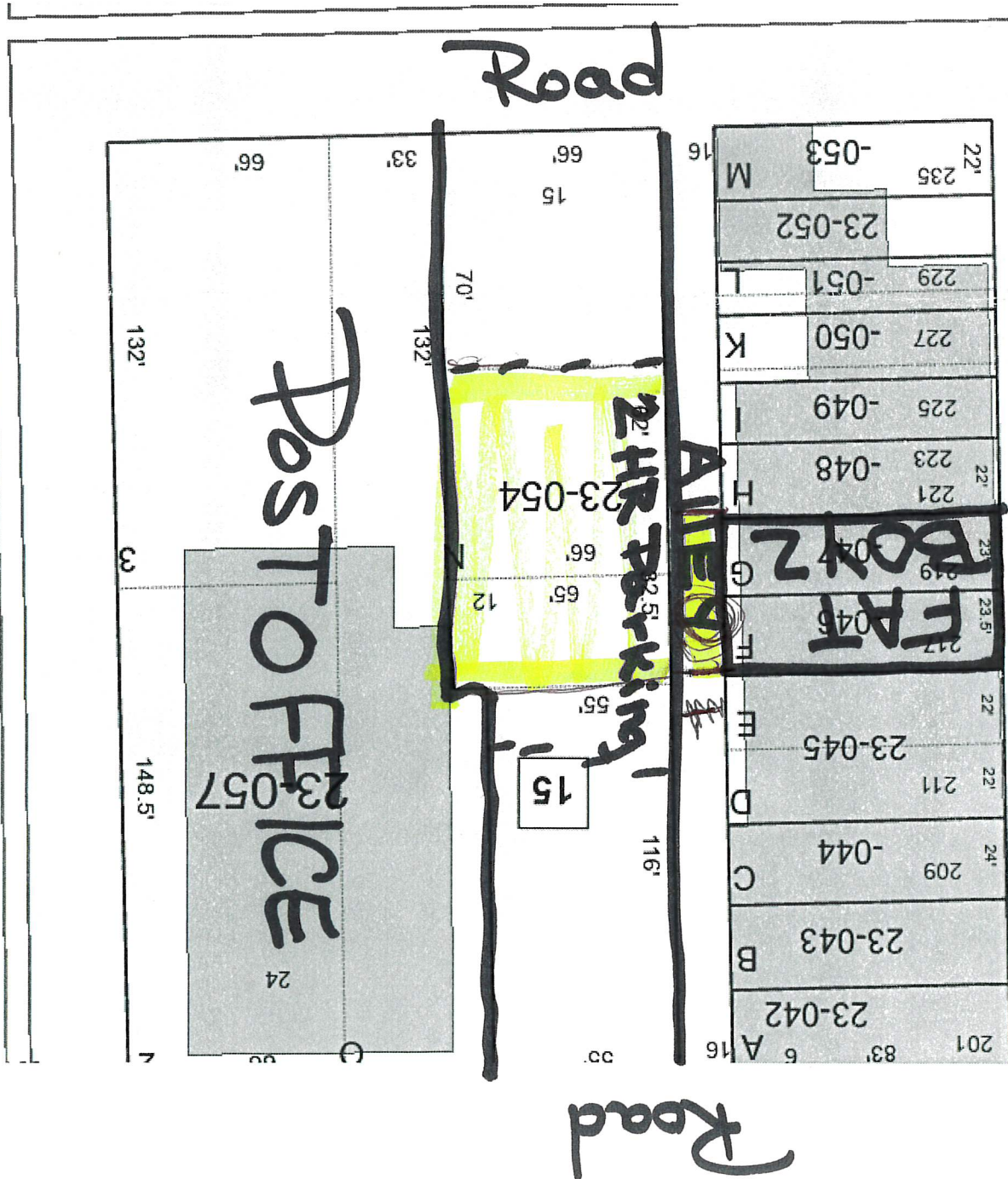
Council Approval / Denial Date: _____

Date applicant notified of Council action and any event stipulations: _____

Event Stipulations:

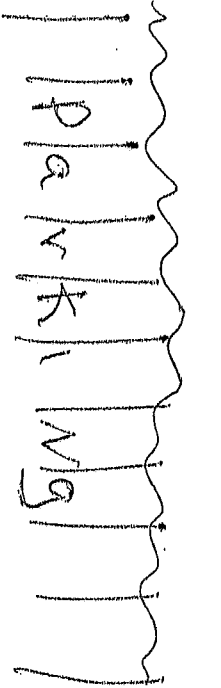
USE OF 2hr. parking spots.
for set up, Bike draw & tear down.

3pm - 9pm



Post office

Mail Boxes



Clear Area for Mailbox use

Entrance

Exit

Tyee
Flowers

Tables & Chairs

Pole

Pole



MEMORANDUM

DATE: June 18, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: 47th Annual Ice Cream Social, Thursday, July 4, 2024, from 1 p.m. to 3 p.m. at the Hoard Historical Museum (Ebbert, Clerk, Treasurer, Finance Director)

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

Hoard Historical Museum

Event: 47th Annual Ice Cream Social

Date: Thursday July 4, 2024

Location: Hoard Historical Museum Grounds, Foster Street / Whitewater Avenue

Contact Person: Merrilee Lee

Hours of Event: 1:00 pm to 3:00 pm

Estimated Number of Attendees: 1000+

Event information was routed to Departments without any concerns provided.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Hoard Historical Museum 47th Annual Ice Cream Social on July 4, 2024 at the Hoard Historical Museum.

ATTACHMENTS

1. Special Event Application 4th of July 2024

 CITY OF FORT ATKINSON Special Event Application Fee: \$25.00	
Name of Business/Group Organizing Event: Hoard Historical Museum	
Contact Person for Event: Merrilee Lee	
Phone Number:	Email: mlee@hoardmuseum.org
Day of Event Contact Person (if different from above):	Phone: 815-990-0401 Email: mlee@hoardmuseum.org
Special Event Details	
Event Name: 4th of July Ice Cream Social	
Event Date (mm/dd/yyyy): Thursday, July 4, 2024	
Event Location: 401 Whitewater Ave	
Estimated Number of Attendees: 1,000	Hours of Event: 1:00-3:00
Event Setup Time: 8:00 am	Event Tear Down Time: 3:00-4:00 pm
Event Description: The annual ice cream social on the museum's grounds. The event includes free ice cream sundaes, kids' activities, and live music. The event occurs solely on the museum's grounds and museum staff/volunteers run the event.	
Goal/Purpose of Event: The purpose of the event is to help the community celebrate the 4th of July holiday. This is the 47th ice cream social on the 4th of July that the museum has organized.	
Attach a map of the event including:	Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians <i>* If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking</i>
Check all applicable boxes:	
☐ I am renting a city park	Attach copy of paid park rental from Parks & Recreation Department. Equipment rentals are reservable through the Parks & Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park & Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.
☒ I am renting city equipment	Please secure and submit payment for requested equipment prior to submitting Special Event Application. *Attach a map with a location for drop off of equipment with this application. 8' white plastic table (43 available; \$4.50/each) Qty <u>35</u> Metal folding chair (190 available; \$0.75/each) Qty <u>190</u> Additional Picnic Table (\$15/each; includes delivery & pick up)* Qty <u> </u> Additional Garbage/Recycling Can* Qty <u>6</u> Barricades* Qty <u> </u> Traffic Cones* Qty <u> </u>
☐ Electrical Access	The City Electrician may reach out to you to address any needs/concerns. Please specify if you have any requests or requirements beyond current access:

☒	I will be having music	(Per City Ordinance 17.03) no person shall cause or allow loud, excessive or unusual noise that will disturb the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 p.m. City noise ordinance must be followed
		Start Time of Music: 1:00 pm End Time of Music: 3:00 pm
☐	I will be closing a street(s)*	Barricades can be provided by Public Works upon request <i>* Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity</i>
☐	I will be selling beer and/or wine*	Alcohol license and licensed bartender(s) required. Contact City Clerk (920) 397-9901 prior to submitting this application. <i>*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.</i>
☒	I will be erecting a tent, canopy or other temporary structure.*	 <i>*Event coordinator is responsible for ensuring that the temporary structure is safely installed. Event Coordinator is required to contact Diggers Hotline at least 4 business days prior to the event. Diggershotline.com, 1-800-242-8511</i>
☐	I am having a walk/race*	 <i>*See map instructions above. In addition to the previously listed map requirements, clearly mark your walk/race route on the map.</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 understand that I may need to contact multiple Departments to arrange for assistance. I understand I am responsible for timely clean up after the event. I understand that additional charges may apply and that I can be billed after my event.

Responsible Party Signature: Merrilee Lee

Submission Date: 5/23/24

For Office Use Only:

Date Received:	_____
Date Paid:	_____
Council Approval / Denial Date:	_____
Date applicant notified of Council action and any event stipulations:	_____
Event Stipulations:	



MEMORANDUM

DATE: June 18, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: CLCA Knight Nation 5K, August 24, 2024, from 10 a.m. to 1 p.m. at CLCA Campus - 535 Berea Drive (Ebbert, Clerk, Treasurer, Finance Director)

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.

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DISCUSSION

Crown of Life Christian Academy

Event: Knight Nation 5K

Dates and Hours of Event: Saturday, August 24, 2024 10:00 am – 1:00 pm

Location: CLCA Campus - 535 Berea Drive; 5K route in surrounding neighborhood and Rock River Park

Contact Person: Kathy Crisler, kcstamper@charter.net

Estimated Number of Attendees: 100-150

Event information was routed to Departments without any concerns provided.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the CLCA Knight Nation 5K on Saturday, August 24, 2024 at the CLCA Campus, surrounding neighborhood, and Rock River Park.

ATTACHMENTS

1. KnightNationRoute_0823
2. CLCA Knight Nation 2024 Application

**Person Directing,
Signage & 2
Baricade Needed**

**Person Directing,
Signage & 2
Baricade Needed**

Signage & Person Directing

Signage & Person Directing

START/END @ CLCA

Signage & Person Directing

Signage & Person Directing

Rock River Clubhouse

Rock River
Golf Course

Signage & Person Directing

ROTARY

Rock
River Park

Signage & Person Directing

3.1 miles | Saturday, August 19

**CITY OF FORT ATKINSON****Special Event Application**

Fee: \$25.00

Name of Business/Group Organizing Event: **Crown of Life Christian Academy**Contact Person for Event: **Kathy Chrisler**Phone Number: **608-219-4057**Email: **kcstamper@charter.net**

Day of Event Contact Person (if different from above):

Phone: **608-219-4057**Email: **see above****Special Event Details**Event Name: **Knight Nation 5K**Event Date (mm/dd/yyyy): **8/24/24**Event Location: **Crown of Life Campus; 535 Berea Drive, Fort Atkinson**Estimated Number of Attendees: **100-150**Hours of Event: **10a-1p**Event Setup Time: **9a**Event Tear Down Time: **2p**

Event Description: CLCA is hosting a back to school event on Saturday, August 24th. We will be having lunch, games, bounce house, face painting and a kids run all on our property. We are requesting a 5K run event, that would start and end on the school property. The run would be the same as last year, going through low traffic back streets and Rock River park.

Goal/Purpose of Event: The purpose of this back to school event is to create a feeling of community among our families and anyone interested in CLCA. This low cost/no cost event is aimed at having fun and reconnecting after summer and creating excitement for the upcoming school year. For our new families and students this is a great event to get to know other families.

Attach a map of the event including:

Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians

** If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking*

Check all applicable boxes:☐ I am renting a city park

Attach copy of paid park rental from Parks & Recreation Department. Equipment rentals are reservable through the Parks & Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park & Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.

☐ I am renting city equipment

Please secure and submit payment for requested equipment prior to submitting Special Event Application.
*Attach a map with a location for drop off of equipment with this application.

8' white plastic table (43 available; \$4.50/each)

Qty ____

Metal folding chair (190 available; \$0.75/each)

Qty ____

Additional Picnic Table (\$15/each; includes delivery & pick up)*

Qty ____

Additional Garbage/Recycling Can*

Qty ____

Barricades*

Qty ____

Traffic Cones*

Qty ____

☐ Electrical Access

The City Electrician may reach out to you to address any needs/concerns.

Please specify if you have any requests or requirements beyond current access:

☐ I will be having music (Per City Ordinance 17.03) no person shall cause or allow loud, excessive or unusual noise that will disturb the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 p.m. City noise ordinance must be followed

Start Time of Music: _____ End Time of Music: _____

☐ I will be closing a street(s)* Barricades can be provided by Public Works upon request
* Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity

☐ I will be selling beer and/or wine* Alcohol license and licensed bartender(s) required. Contact City Clerk (920) 397-9901 prior to submitting this application.

*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.

☐ I will be erecting a tent, canopy or other temporary structure.*
*Event coordinator is responsible for ensuring that the temporary structure is safely installed. Event Coordinator is required to contact Diggers Hotline at least 4 business days prior to the event. Diggershotline.com, 1-800-242-8511

☒ I am having a walk/race*
*See map instructions above. In addition to the previously listed map requirements, clearly mark your walk/race route on the map.

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 understand that I may need to contact multiple Departments to arrange for assistance. I understand I am responsible for timely clean up after the event. I understand that additional charges may apply and that I can be billed after my event.

Responsible Party Signature:

Kathy Chrisler

Kathy Chrisler

Submission Date: 6/6/24

For Office Use Only:

Date Received: _____

Date Paid: _____

Council Approval / Denial Date: _____

Date applicant notified of Council action and any event stipulations: _____

Event Stipulations:

We can't wait to welcome you to the Knight Nation 5K & Kids Fun Run! Our event is just 4 days away and we hope you're as excited as we are. To help you prepare, here are some important event details and planning considerations.

Race Day: Saturday, August 19th

5K Check In: 9:30-9:55am at the Blue Tent in front of CLCA

5K Race Start Time: 10am

5K Location: 535 Berea Drive, Fort Atkinson (Crown of Life Christian Academy)

Race Day: Saturday, August 19th

Kids Run Check In: 9:30-11:30 at the Blue Tent in front of CLCA

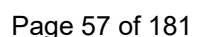
Kids Run Start Time: 11:30 am

Kids Run Location: Behind CLCA, on the soccer field (near playground)

POST RACE REFRESHMENTS: Water, donuts & bananas

5K COURSE MAP: The route is **3.1 miles (5K)**

***PLEASE NOTE:** The small stretch of Reena Ave and 11a St is a bit bumpy (why it is closed to vehicle traffic), so steer clear of the gravel chunks!





MEMORANDUM

DATE: June 18, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Fort Atkinson Club Veteran's Regional Benefit, Saturday, June 29, 2024, from 12 p.m. to 8 p.m. at the Fort Atkinson Club (Ebbert, Clerk/Treasurer/Finance Director)

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

Fort Atkinson Club (FAC)

Event: Veteran's Regional Benefit Expo

Dates and Hours of Event: Saturday, June 29, 2024, 12 p.m. – 8 p.m.

Set up: 10 a.m. – 12 p.m.

Location: Fort Atkinson Club, American Legion, and RV parked outside the Fort Atkinson Club

Contact Person: Haley Speer, haley@fortatkinsonclub.org

Estimated Number of Attendees: 200-300

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Fort Atkinson Club Veteran's Regional Benefit Expo on June 29, 2024 at the Fort Atkinson Club.

ATTACHMENTS

1. 2024VetsExpo_SpecialEventApplication
2. 2024VetsExpo_SpecialEventApplication_MAP
3. Veteran's Benefit

 CITY OF FORT ATKINSON Special Event Application Fee: \$25.00	
Name of Business/Group Organizing Event:Wisconsin Dept of Veterans Affairs, Jefferson County Veterans Service Office, and Fort Atkinson Club	
Contact Person for Event: Haley Speer	
Phone Number:	Email: haley@fortatkinsonclub.org
Day of Event Contact Person (if different from above):	Phone: Email:
Special Event Details	
Event Name: Veterans Regional Benefit Expo	
Event Date (mm/dd/yyyy):06/22/2024	
Event Location:Fort Atkinson Club and The Legion	
Estimated Number of Attendees:200 - 300	Hours of Event:8 hours
Event Setup Time:10:00 am (indoors), later outdoors given farmers market	Event Tear Down Time:8:15pm
Event Description:Veterans Regional Expo on Saturday, June 22, 2024. Veterans in the area have opportunity to connect to resources and services. (health, finance, caregiving, outreach, educational, etc.) Event will start at 12:00pm. Starting at 5:00pm we will have a social on the Fort Atkinson Club patio until 8:00pm. There will be a band. The services will be available in both Fort Atkinson Club and Legion. We will have an RV parked in front of the FAC for one of the mobile services available. We will need parking spots blocked off ahead of time. There is currently not an agenda available online but this was the event last year. https://jeffersoncountyvets.org/2023-veterans-regional-benefit-expo/	
Goal/Purpose of Event:Goal of the event is to support veterans and give them the opportunity to the resources we can provide at the event. (health, finance, caregiving, outreach, educational, etc.)	
Attach a map of the event including:	Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians <i>* If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking</i>
Check all applicable boxes:	
☐ I am renting a city park	Attach copy of paid park rental from Parks & Recreation Department. Equipment rentals are reservable through the Parks & Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park & Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.
☐ I am renting city equipment	Please secure and submit payment for requested equipment prior to submitting Special Event Application. *Attach a map with a location for drop off of equipment with this application. 8' white plastic table (43 available; \$4.50/each) Qty ____ Metal folding chair (190 available; \$0.75/each) Qty ____ Additional Picnic Table (\$15/each; includes delivery & pick up)* Qty ____ Additional Garbage/Recycling Can* Qty ____ Barricades* Qty ____ Traffic Cones* Qty ____
☐ Electrical Access	The City Electrician may reach out to you to address any needs/concerns. Please specify if you have any requests or requirements beyond current access:

☐	I will be having music	(Per City Ordinance 17.03) no person shall cause or allow loud, excessive or unusual noise that will disturb the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 p.m. City noise ordinance must be followed
		Start Time of Music: 5:00 pm End Time of Music: 8:00 pm
☐	I will be closing a street(s)*	Barricades can be provided by Public Works upon request * Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity
☐	I will be selling beer and/or wine*	Alcohol license and licensed bartender(s) required. Contact City Clerk (920) 397-9901 prior to submitting this application. *Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.
☐	I will be erecting a tent, canopy or other temporary structure.*	 *Event coordinator is responsible for ensuring that the temporary structure is safely installed. Event Coordinator is required to contact Diggers Hotline at least 4 business days prior to the event. Diggershotline.com, 1-800-242-8511
☐	I am having a walk/race*	*See map instructions above. In addition to the previously listed map requirements, clearly mark your walk/race route on the map.
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 understand that I may need to contact multiple Departments to arrange for assistance. I understand I am responsible for timely clean up after the event. I understand that additional charges may apply and that I can be billed after my event. Responsible Party Signature: Haley Speer Submission Date: 05/02/24 For Office Use Only: Date Received: _____ Date Paid: _____ Council Approval / Denial Date: _____ Date applicant notified of Council action and any event stipulations: _____ Event Stipulations:		

**Requested space to be closed
(Eight parking spaces)**

**Requested date and time for
blocking off parking spots:**

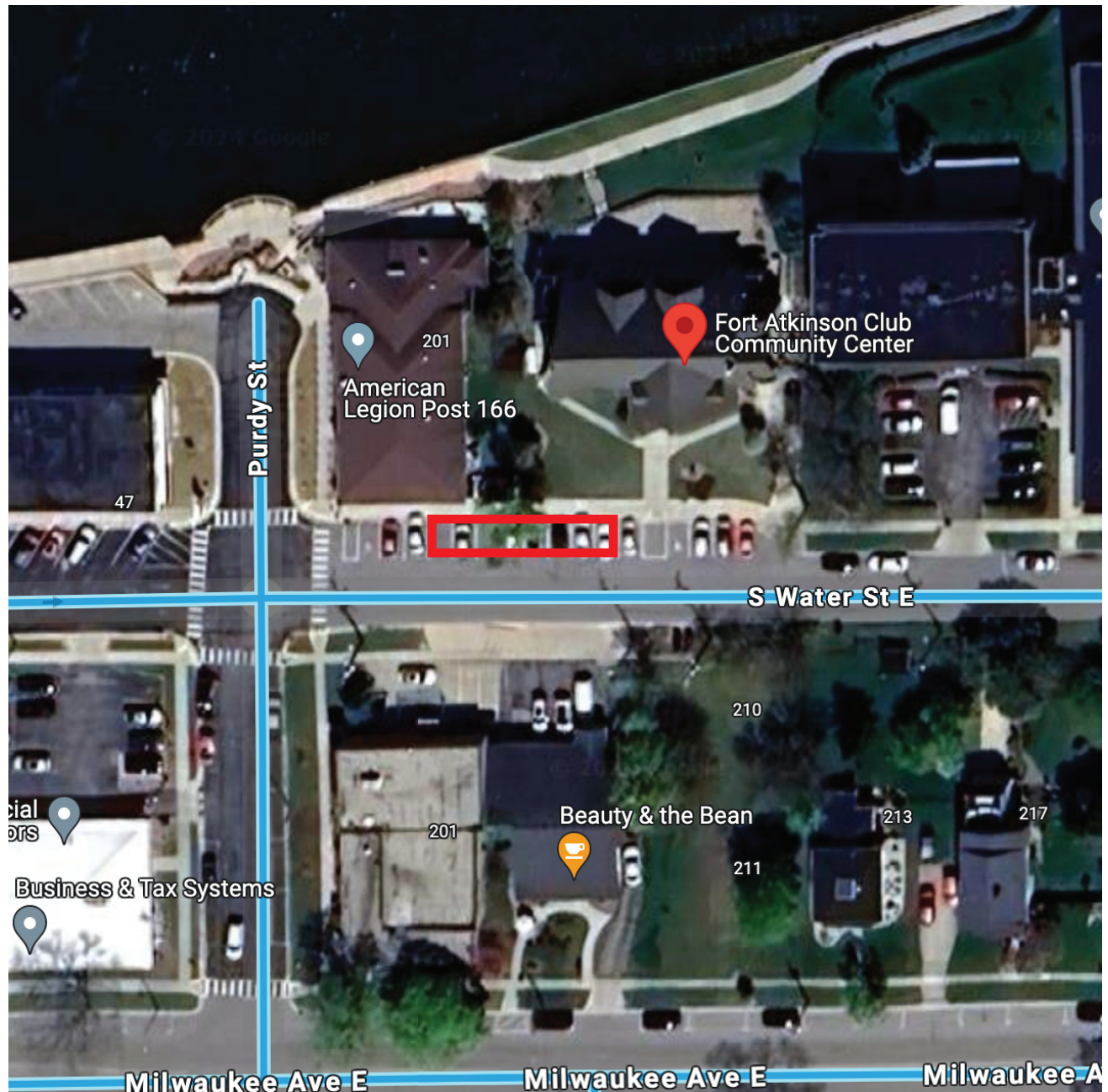
Saturday, June 29, 2024
12:00 - 5:00 pm

Reason for request:

An RV will be parked here (a mobile service). I am guessing the RV will take up about six spots and we will want more for safety of pedestrians.

Parking:

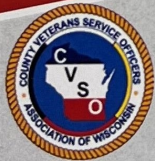
- Public parking lots
- Street parking
- Permission from Business & Tax Systems and Financial Impact Advisors
- Permission from Beauty and the Bean (after hours)





VETERANS BENEFITS BLOCK PARTY

SAT, JUNE 29, 2024 * NOON-5PM
The Fort Atkinson Club and American Legion Post #166
201-211 S. WATER ST. E * DOWNTOWN * FORT ATKINSON



Jefferson County
Veterans Service Office
920-674-7240

Scan me!
Watch for our new website!
jeffersoncountyvets.org



Learn How to
Avoid Scams from



HONOR REWARDS

Get Your Free
Photo ID Card



FEATURING

**MIDWEST
BBQ
OUTREACH**

Veterans Eat Free 12pm
While Supplies Last!

**Connect with Federal, State & County Veteran Program Representatives
and Advocates from County Aging Disability Resource Centers**

- VA Healthcare, Dental Insurance and Caregiver Support Programs
- VA Whole Health & GeroFit Demos
- VA Home Loans and Homebuyers Assistance Program
- Employment Assistance and Education Opportunities
- Planning for Long-Term Care with ADRC Advocates
- Blood Drive
- Veterans Crafts & Art Therapy
- Mobile Vet Center
- Adaptive Cycling with Wisconsin Bike Federation



MEMORANDUM

DATE: June 18, 2024

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: Review and possible action relating to proclamation recognizing July as Parks and Recreation Month in the City of Fort Atkinson (Houseman, City Manager)

BACKGROUND

Since 1985, people in the United States have celebrated Park and Recreation Month in July to promote building strong, vibrant and resilient communities through the power of parks and recreation and to recognize the more than 160,000 full-time park and recreation professionals — along with hundreds of thousands of part-time and seasonal workers and volunteers — that maintain our country's local, state and community parks.

Through efforts by National Recreation and Park Association, the U.S. House of Representatives passed an official resolution for Park and Recreation Month in 2009 and introduced the resolution in 2017 and 2018. Park and recreation agencies across the country are recognizing the month with summer programs, events, contests, commemorations and celebrations.

The services that park and recreation professionals provide are vital for our communities — from protecting open space and natural resources to helping fight obesity and providing activities and resources for all people. This has been especially true throughout the COVID-19 pandemic. Park and Recreation Month encourages everyone to reflect on the exponential value park and recreation professionals bring to communities.

DISCUSSION

The City of Fort Atkinson offers expansive Parks and Recreation programming including youth sports, adult leagues, dance classes, Senior Center, Aquatic Center and more.

According to NRPA's [2021 Engagement with Parks Report](#), people place a high value on the programs and services that park and recreation agencies deliver to their local communities every day and strongly support their mission.

- 260 million people in the United States visited a local park or recreation facility at least once during the past year.

- More than seven in 10 U.S. residents have at least one local park, playground, open space or recreation center within walking distance of their homes
- Four in five U.S. adults seek high-quality parks and recreation when choosing a place to live
- 87 percent of people agree that parks and recreation is an important service provided by their local government
- Nearly nine in 10 people agree that it is important to fund local park and recreation agencies to ensure every member of the community has equitable access to amenities, infrastructure and programming

According to a [2021 NRPA Park Pulse poll](#), more than nine in ten U.S. adults say it is important for local government to invest in community infrastructure, such as parks, community centers, recreation facilities and senior centers.

The success of the programming in the City of Fort Atkinson is thanks to the dedicated full time staff of the Parks and Recreation Department including Ben Dayton, Brett Ketterman, Chris Nye, Nash Christian, J.J. Yanke, Rick Allard, Josh Crandall, David Radloff, and Mathew Thompson, along with countless part-time and seasonal employees.

FINANCIAL ANALYSIS

Approving the proclamation is not expected to have a financial impact on the City.

RECOMMENDATION

Staff recommends the council approve the proclamation to recognize the month of July as Parks and Recreation month to raise awareness about the great programming available in the City of Fort Atkinson and in appreciation of the Parks and Recreation Department staff.

ATTACHMENTS

1. Proclamation Parks and Rec Month

**PROCLAMATION
DESIGNATING JULY AS PARKS AND RECREATION MONTH**

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the City of Fort Atkinson; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, dance, community programs, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming like the Youth Center, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of Fort Atkinson recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, Davin Lescohier, City Council President of the City of Fort Atkinson, and my Council colleagues, do here by recognize the month of July as Parks and Recreation Month in the City of Fort Atkinson and encourage all residents, visitors, and guests to enjoy the City's parks, aquatic center, and recreational programming in July and throughout the year.

Proclaimed this 18th day of June, 2024.

CITY OF FORT ATKINSON

Davin Lescohier, Council President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: June 18, 2024

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Building/Zoning Administrator

RE: First reading of an Ordinance relating to a Zoning Map Amendment to change the zoning for the property located at 1233 Janesville Avenue (22605140924004) from Light Industrial (LI) to Urban Mixed Use (UMU) (Draeger, Building/Zoning Administrator)

BACKGROUND

Property owner Andrew Logan has applied for a Zoning Map Amendment for the property located at 1233 Janesville Avenue. The property is currently Zoned LI- Light Industrial, and the applicant is seeking to rezone to UMU - Urban Mixed Use to provide for greater flexibility in the permitted uses on the site.

DISCUSSION

At the meeting on June 11, 2024, the Plan Commission reviewed this matter and recommended that the City Council adopt an Ordinance changing the zoning of the property with the following conditions:

- Site Plan review and approval by the Plan Commission for New Signage and Exterior Alterations.
- Any other recommendations of City staff and the Plan Commission.

FINANCIAL ANALYSIS

Approval of this zoning change is not expected to financially impact the City.

RECOMMENDATION

Staff recommends the City Council perform the first reading of this Ordinance and direct the City Manager to prepare the Ordinance for a second reading at the July 2, 2024 City Council meeting.

ATTACHMENTS

1. Plan Commission Memo

2. Application
3. Public Notice letter 1233 Janesville Ave with map
4. Site and Building Use Plan
5. Building Size Table
6. Draft Ordinance



Zoning Map Amendment REPORT TO THE PLAN COMMISSION

DATE: June 11, 2024

PROPERTY ADDRESS: 1233 Janesville Ave

PARCEL NUMBER: 226-0514-0924-004

OWNER: Black Hawk Phase III LLC

APPLICANT: Andrew Logan

FILE NUMBER: ZMA-2024-01

EXISTING ZONING: LI - Light Industrial

PROPOSED ZONING: UMU - Urban Mixed Use

EXISTING LAND USE: Vacant Office Space -
Physical Activity Studio

REQUESTED USES: Mixed-Use Building

BACKGROUND

Section 15.10.31 of the City of Fort Atkinson Zoning Ordinance outlines the requirements for a Zoning Map Amendment process. This requires a public hearing, review, and approval by the Plan Commission and the City Council on the consistency of the proposal with adopted plans.

REQUEST OVERVIEW

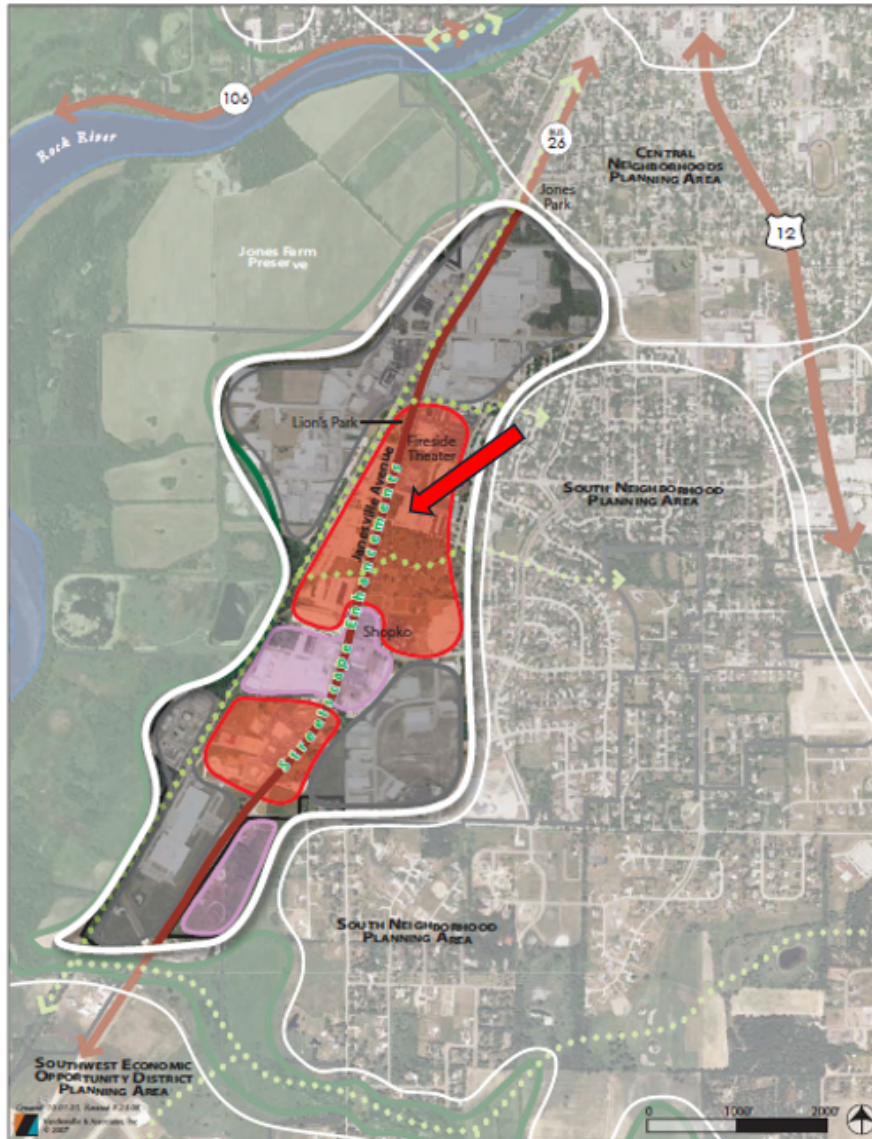
The proposed rezoning is requested for the existing parcel located at 1233 Janesville Ave. The property is currently Zoned LI- Light Industrial, and the applicant is seeking to rezone to UMU - Urban Mixed Use to provide for greater flexibility in the permitted uses on the site. Today, the building is primarily vacant and is struggling to find tenants that are appropriate for the current zoning.

The applicant has expressed that over the last several years all interested parties and their uses would not be permitted given the property's current zoning. The rezoning to UMU would allow for a wider range of permitted uses, such as Indoor Sales, Commercial Kitchen, Apartments, Restaurants, and a Mixed-Use building while retaining the ability to have Offices and a Physical Activity Studio, which are the most recent uses. According to the applicant, these uses will increase the likelihood of utilizing the building's large space.

The Urban Mixed Use Zoning District is intended to permit areas, generally on established commercial corridors, that are or are planning to become mixed use in character. This district is intended to provide for a variety of employment, retail, and community service opportunities, while allowing some residential uses at an approximate density of up to 36 dwelling units per acre. Uses shall be compatible not only with other uses within the district, but land uses in adjoining zoning districts as well.

JANESVILLE AVE BUSINESS DISTRICT PLANNING AREA

FIGURE: 2.18
CITY OF FORT ATKINSON
FUTURES OPEN HOUSE



The City's Comprehensive Plan has an inconsistency in two of its maps. The Future Land Use Map identifies the property as Light Industrial/Business Park. However, the Janesville Ave Business District Planning Area, figure 2.18, shows this property as a Community Commercial, for which the city's UMU Zoning would be appropriate.

The opportunities listed in the Janesville Ave Business District are

- Regional Entertainment Center

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

It should also be noted that one of the associated Zoning districts for the Light Industrial/Business Park Future Land Use is the Business Park Zoning District. The Business Park District would permit by right or by conditional use a large portion of the permitted uses in the proposed UMU Zoning District for this parcel.

The proposed project's lot requirements must meet the minimum standards of the UMU zoning district to be rezoned.

Bulk Regulation	UMU Standard	Proposed New Parcel
Minimum Lot Area	10,000 Square Feet	246,000 Square Feet
Minimum Lot Width	60 feet	375 feet
Minimum Lot Depth	120 feet	665 feet
Minimum Lot Frontage at ROW	30 feet	740 feet
Minimum Setbacks; front, side, rear	10 feet	All Met

A public hearing is required for Rezoning review and action. All required public hearing notices have been properly posted in compliance with state law. The notice was published in the Daily Union on May 28 and June 4, 2024. The notice was also sent to adjacent property owners within 100 feet.

DISCUSSION

A Zoning Map Amendment must be reviewed per the requirements of Section 15.10.31(4)(b) of the Zoning Ordinance. City Staff is required to provide a written report regarding this review to assist the Plan Commission and City Council in reviewing the proposed amendment.

1. Does the proposed Zoning Map Amendment advance the purposes of the Zoning Ordinance as outlined in Section 15.01.03? Yes. The proposed zoning map amendment protects the health, safety, morals, comfort, convenience, and general welfare of the public. This will be accomplished through consistency with neighboring land use patterns and advancement of community goals within adopted plans.
2. Is the proposed Zoning Map Amendment in harmony with the Comprehensive Plan? Yes. The proposed zoning map amendment helps accomplish many of the community's goals as identified in the Comprehensive Plan and is consistent with the Community Commercial designation on the Janesville Ave Business District Planning Area Map.
3. Does the proposed Zoning Map Amendment maintain the desired consistency of land uses, land use intensities, and land use impacts within the pertinent Zoning District? Yes. The proposed zoning map amendment is consistent with the Comprehensive Plan and the intended

mix of uses.

4. Does the proposed Zoning Map Amendment address any factors that are not accomplished on the current Zoning Map? Yes. The proposed zoning map amendment addresses factors that have changed in the market, making the subject property more appropriate for a different zoning district.

The applicant has discussed multiple options with City staff over the last year and has come up with the proposed rezoning as the best path forward for marketability of the properties. The City's Management Team has reviewed the application and all comments have been included within this document.

The proposed rezoning aims to provide additional land use opportunities and marketability. This location is inherently a transitional area that includes a variety of land uses, but still maintains the character and appropriate scale of the surrounding neighborhood.

Overall, the proposed rezoning meets the requirements of the City's ordinances, is in alignment with adopted City plans, and could potentially provide increased employment in the city as well as a potential for increased visits from non-residents.

RECOMMENDATION

City staff recommends the Plan Commission recommend the Rezoning from LI to UMU to the City Council; subject to the following conditions:

- Site Plan review and approval by the Plan Commission for New Signage and Exterior Alterations.
- Any other recommendations of the Plan Commission

ATTACHMENTS

1. Application
2. Public Notice letter 1233 Janesville Ave with map
3. Site and Building Use Plan
4. Building Size Table



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

CITY OF FORT ATKINSON
COST RECOVERY AGREEMENT

The City of Fort Atkinson may retain the services of **professional consultants** (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and/or other experts) to assist in the City's review of a development proposal that may be scheduled for review and action by the Plan Commission and/or City Council. The submittal of a development proposal or land use application by an Applicant shall be construed as an **agreement to pay for such professional services** applicable to the proposal or application. The City may apply reasonable charges for these services to the Applicant through invoices. The City may delay acceptance of the proposal or application as complete, or may delay final approval of the proposal, until the Applicant pays such fees. In the event invoices become delinquent, finance charges will accrue at 1% per month, 30 days after the due date. Review fees invoiced to the Applicant, which are not paid in a timely manner, may be assigned by the City as a special assessment to the subject property. The Applicant hereby waives any notice and hearing requirements provided in Wis. Stats. § 66.0701 or any additions or amendments to this section. The City will provide notice to the applicant of the need to hire a professional consultant.

The Applicant is required to provide the City with an executed copy of this Cost Recovery Agreement as part of the land use application process. Applications are not considered complete and will not be considered by the Plan Commission without this executed Agreement.

Applicant Name: Andrew Logan

Project Name: Johnson Hill Press Bldg.

Project Address: 1233 Janesville Ave

Parcel Number: 22605140924004

Dated this 1st day of April, 2024.

Agreement signed and entered into by:

The City of Fort Atkinson

City Manager

Property Owner Information:

Owner Name: Andrew Logan / Black Hawk Phase III, LLC

Owner Signature: [Signature]

Address: 1 Milwaukee Ave, W

Phone Number: 920 723 8081

Email Address: PALOGAN@gmail.com

Applicant Information (if different):

Applicant Name: _____

Applicant Signature: _____

Address: _____

Phone Number: _____

Email Address: _____

City of Fort Atkinson **Amendment to the Comprehensive Plan** **APPLICATION FORM**

PETITION: I, Andrew Logan, Owner of Black Hawk Phase III, LLC, hereby petition the City of Fort Atkinson to consider the following request for amendment to the Fort Atkinson Comprehensive Plan:

Please check those that apply:

- ☒ Future Land Use Map (Map 7 and 8)
- ☐ Other Maps (Transportation, Community Facilities, etc.)
- ☐ Text Amendment (policies, programs, etc.)
- ☐ Other

Name of Applicant: Person(s) or Firm	Black Hawk Phase III, LLC
Address:	1 Milwaukee Ave, West / Fort Atkinson, WI 53538
Daytime Telephone:	920-723-8081
Email or Fax:	palogan@gmail.com
Property Owner Name and Address: If different from applicant	Same
Description of Property, Parcel Number, or Street Address: If request is related to a particular property	1233 Janesville Avenue Fort Atkinson, WI 53538
Summary of the Proposed Amendment Request: Please describe here (or on a separate sheet) your specific request for a Comprehensive Plan amendment. Provide any necessary maps or supporting data as needed, including conceptual development plans, if applicable. Applicant MUST attach a redline/strikeout of the proposed text amendment and/or a clearly labeled and marked-up version of the proposed Map Amendment.	See attached
Present Zoning: If applicable	Light Industrial

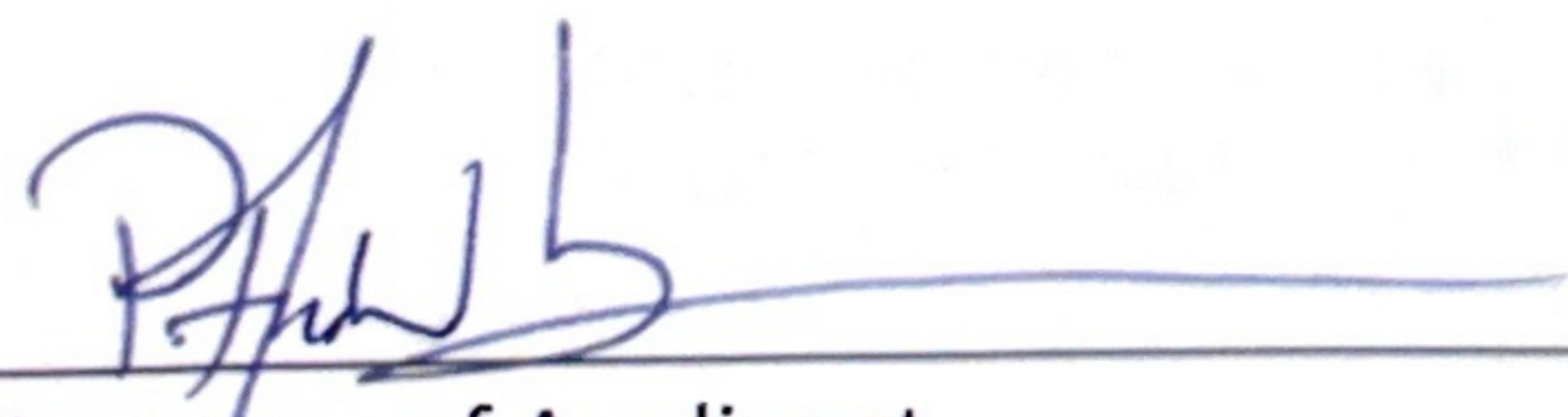
Future Proposed Use: Attach additional pages and/or concept plan as appropriate.	See documentation submitted by Craig Ellsworth.
--	---

The Fort Atkinson Plan Commission will consider the following criteria when making recommendations regarding amendments to the Comprehensive Plan. Please respond to the following questions:

If additional space is needed for your response, please attach additional sheets to this form.

1. How will the proposed amendment to the Comprehensive Plan benefit the public, City, and/or surrounding neighbors or neighborhoods?	Building is currently Light Industrial / office. The current uses are extremely limited. By opening up the uses, the building is more likely to attract investment in the business corridor.
2. How does the request advance the goals, objectives, and policies of the Comprehensive Plan?	The building is currently vacant. The best way to update the antiquated use challenge is to provide an all-of-the-above approach to occupancy categories. Doing so expands the market of potential users and uses. The owner is willing to make a substantial investment into the building in order to update it to serve present day market needs.
3. As it affects the amendment request, what circumstances have changed or what new information is now available since the adoption of the City's Comprehensive Plan, or in the case of a previously requested amendment, what circumstances have changed since the last amendment request?	The Covid 19 pandemic changed the landscape for office buildings for the foreseeable future, this building was effectively vacated in 2020 but remained under a 5-year lease until February of 2024. The likelihood of a migration back to offices is not likely.
4. Is there any additional information that the City should consider in its evaluation of this request?	See documentation submitted by Craig Ellsworth.

Requests shall be submitted to City Hall or via email to aselle@fortatkinsonwi.gov.



4/1/2024

Signature of Applicant

Date



**City of Fort Atkinson Procedural Checklist for Zoning Map Amendments
(Rezoning)
Requirements per Section 15.10.31**

This form is designed to be used by the Applicant as a guide to submitting a complete application to amend the Official Zoning Map and by the City to process the application.

Name, company, and client (if applicable): Andrew Logan, Black Hawk Phase III, LLC

Phone number: 920-723-8081 Email: palogan@gmail.com

Property address of requested zoning change: 1233 Janesville Avenue
Fort Atkinson, WI 53538

Zoning change request from LI/Light Industrial to Multi-uses designation

I Application Packet Requirements

The Applicant shall submit an electronic or paper copies, as may be required by the City, of the application.

- ☐ A map of the subject property to scale, depicting the following:
 - ☐ All lands for which the zoning is proposed to be amended and all other lands within 100 feet of the boundaries of the subject property.
 - ☐ All parcel numbers for the subject property.
 - ☐ Current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control.
 - ☐ All lot dimensions of the subject property.
 - ☐ A graphic scale and north arrow.
- ☐ Legal description of the property.
- ☐ Written justification for the proposed Official Zoning Map amendment, including evidence that the application is consistent with the Comprehensive Plan.
- ☐ Any further information needed by the Plan Commission to facilitate the making of a comprehensive report to the Plan Commission and City Council.

II Criteria Used to Evaluate the Proposed Zoning Map Amendment

The Zoning Administrator shall review the complete application and evaluate whether the proposed amendment:

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.
2. Is in harmony with the Comprehensive Plan.
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.



4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
- The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
 - 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.
 - Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

III Process Checklist

- | | |
|--|-------------|
| ☐ Staff-Applicant meeting (if applicable) | Date: _____ |
| ☐ Application fee of \$200.00 received by City Clerk | Date: _____ |
| ☐ Reimbursement of professional consultant costs agreement executed. | Date: _____ |
| ☐ Receipt of complete application packet by Zoning Administrator | Date: _____ |
| ☐ City Staff input | Date: _____ |
| ☐ Class 2 legal notice sent to official newspaper by City Clerk | Date: _____ |
| ☐ Class 2 legal notice published on _____ and _____ | Date: _____ |
| ☐ Notification of neighboring property owners within 100 feet of the petition | Date: _____ |
| ☐ Notification of clerks of municipalities within 1,000 feet of the petition | Date: _____ |
| ☐ Notification of airports within 1 mile of the petition | Date: _____ |
| ☐ Plan Commission Public Hearing, review and recommendation | Date: _____ |
| ☐ City Council review and action | Date: _____ |



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

May 15, 2024

NOTICE TO THE PUBLIC

OFFICIAL NOTICE IS HEREBY GIVEN the Fort Atkinson Plan Commission will hold a public hearing to review and make a recommendation to the City Council on a request for a Zoning Map Amendment for the property located at 1233 Janesville Avenue (parcel number 22605140924004), from Light Industrial (LI) to Urban Mixed Use (UMU). This zoning change has been requested to accommodate future business use.

Said public hearing will be held in person at the Fort Atkinson Municipal Building, 101 N. Main St. and via Zoom on Tuesday, June 11, 2024 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=TEVyUVdQM05VNFVzb0E2TUNTVnZlZz09>

Meeting ID: 822 1486 0406

Passcode: 53538

Dial by your location

+1 312 626 6799

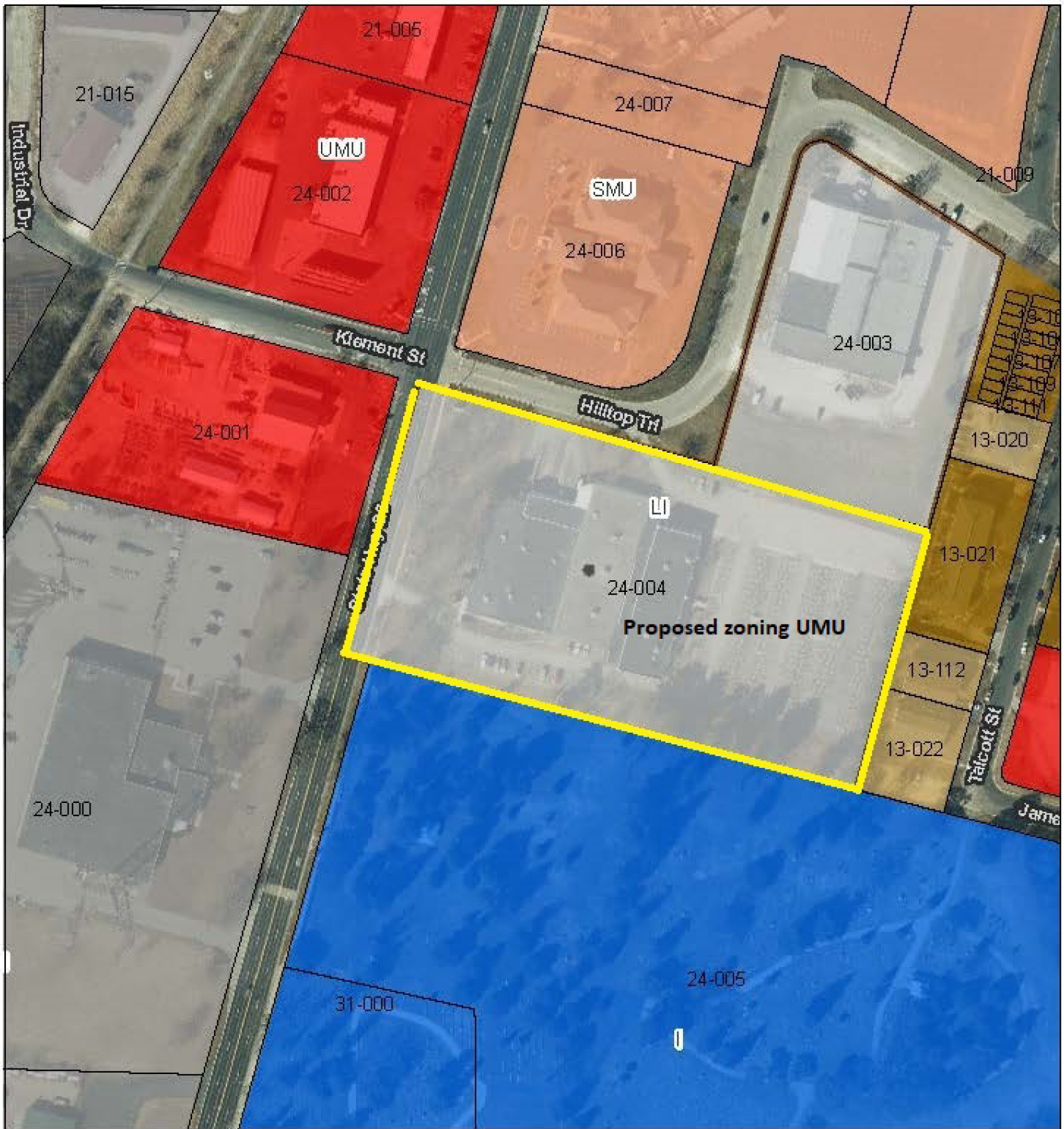
Any interested party will be given the opportunity to be heard at that time. The City Council will likely review the rezoning request at the meeting on Tuesday, June 18, 2024 and again on Tuesday, July 2, 2024.

The Plan Commission is seeking input from the public. For more information, please contact Building/Zoning Administrator Jedidiah Draeger at jdraeger@fortatkinsonwi.gov or (920)-397-9901. You may attend the public hearing via Zoom or submit a letter or email expressing your thoughts to Jedidiah Draeger.

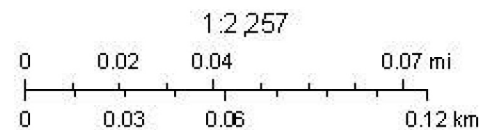
If you have special needs or circumstances which make communication or accessibility difficult at the meeting, please call (920)-397-9901 prior to the meeting date. Accommodations will, to the fullest extent possible, be made available on request to a person with a disability.

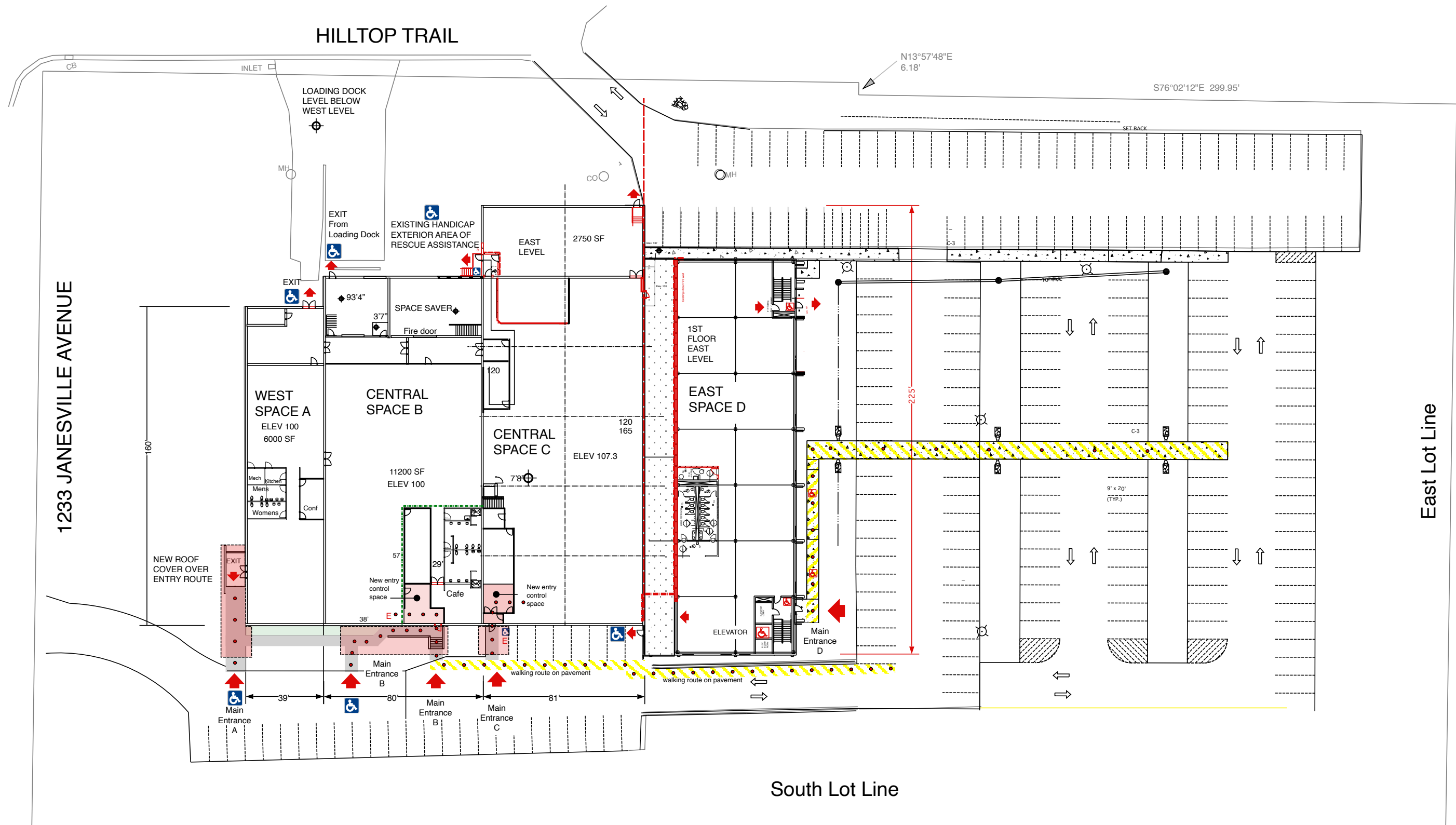
Andy Selle, P.E.
City Engineer/Dir. of Public Works

1233 Janesville Avenue



- | | |
|---|---|
| CITY OF FORT ATKINSON | MRM-12 - Multi-Family Residential |
| Jefferson County Tax Parcels | NMU - Neighborhood Mixed Use |
| City of Fort Atkinson Municipal Boundary 2022 | SMU - Suburban Mixed Use |
| City of Fort Atkinson Base Zoning | |
| SR-3 - Single Family Residential - 10,000sf | I - Institutional |
| SR-5 - Single Family Residential - 8,000sf | LI - Light Industrial |
| TF-10 - Two Flat Residential - 7,200sf | MI - Medium Industrial |
| DR-8 - Duplex Residential - 10,000sf | HI - Heavy Industrial |
| MRL-8 - Multi-Family Residential | City of Fort Atkinson 1.5 Mile Extra-Territorial Jurisdiction |





SITE AND BUILDING USE 1233 JANESVILLE AVE 3/27/24

Formerly Endeavor Building
1233 Janesville Road
Zoning: LI Light Industrial.

3/27/24

CHAPTER 5 BUILDING SIZE AND HEIGHT

AREA OF BUILDING	Net SF	Person/ SF	Total Occupant	1/2 total	Male WC	Female WC	Inch of exit door on net
West Space A, Fire Area 1, S1							
Retail areas: West building retail area	3995	60	67	33	1	1	13
Business areas: West building Bathrooms	1000	100	10	5	0	0	2
North loading dock and storage	1025	300	3	2	0	0	0.7
Total Exiting required	6020		80		1	1	16
						Exits Provided:	72
						ADA exits provided:	2
West Space B, south, Fire Area 1,S1							
Retail areas	9000	60	150	75	2	2	30
Business areas	2200	100	22	11	0	0	4.4
Total Exiting required	11200		172		2	2	34
						Exits Provided:	72
						ADA exits provided:	2
West Space C, north, Fire Area 1,S1							
North loading dock and storage	2923	300	10	5	0	0	1.9
Note: loading docks are lower and have direct access out						Exits Provided:	72.0
						ADA exits provided:	2
CENTER SPACE D, Fire Area 1, S1							
North loading dock and storage	2750	300	9	5	0	0	1.833333333
Center Area mercantile fire area	16800	60	280	140	3	3	56
						Exits Provided:	108.0
						ADA exits provided:	2
Total all fire area 1 Net occupancy area	39693						
Allowable area per floor with frontage increase	43289						
East Building, Fire Area 2, SM							
First Floor Space	12639	50	253	126	1:125 occ	1:65 occ	51
Second Floor Space	12139	50	243	121	1	2	48.556
Fire Area 3 Allowable SF per floor per frontage increase						Exits Provided:	108.0
Total Fire Area 2	24778					ADA exits provided:	3
Allowable area per floor with frontage increase	43289						
					Total required toilets:		
					7		
					9		
					Total toilets provided:		
					13		
					12		

COMBINED WEST BUILDINGS FIRE AREA 1 WITH EXTENDED SPRINKLER

NEW A3 OCCUPANCY AREA					
TYPE IIIB WITH 0 RATING ON STRUCTURAL					
Floor Area 1 Increase Calculations	P	F	w	If	
Three full sides open and 1 side partially	856	658	30	51.8692	
Frontage Increase Calculation	Aa	At	Is	Actual	
MOST RESTRICTIVE OCCUPANCY IS A3 S1	43289	28500	1	42,643	

COMBINED EAST BUILDINGS FIRE AREA 2 WITH SPRINKLER

NEW A3 OCCUPANCY AREA					
TYPE IIIB WITH 0 RATING ON STRUCTURAL					
Floor Area 1 Increase Calculations	P	F	w	If	
Three full sides open and 1 side partially	856	658	30	51.8692	
Frontage Increase Calculation	Aa	At	Is	Actual	
MOST RESTRICTIVE OCCUPANCY IS A3 SM	43289	28500	1	0	

	Total SF	
Total all buildings	Fire A1	Fire A2
West and Central Fire Area 1 Building		
West and Central building	39693	39693
West area East Addition Building	2950	2950
Fire Area 2 first floor only	12500	12500
Total all first floor SF for entire building	55143	
Second floor east building	12139	12139
Totals	42643	24639

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 properties from **LI, Light Industrial** to **UMU, Urban Mixed Use**.

LOT 10, BLK 9, 3RD ADD TO FAIR OAKS ADD & VAC JAMESWAY ST ADJ. ALSO BEG C/L JAMES- VILLE AV 577FT N OF C/L SEC 9,N13DG30'E 377.5FT,S76DG30' E 350FT,S13DG30'W TO N/L CEM W ALG SD N/L 350FT TO POB.

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 _____, 2024.

Davin Lescohier, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: June 18, 2024

TO: Fort Atkinson City Council

FROM: Paul Christensen, Wastewater Utility Superintendent

RE: Review and possible action relating to the Wastewater Utility 2023 Compliance Maintenance Annual Report (CMAR) to WDNR (Christensen, Wastewater Superintendent)

BACKGROUND

The State of Wisconsin Natural Resources code 208 requires that each wastewater treatment facility complete and submit an annual evaluation on the condition and performance of its treatment and collection system.

The format for this report is a web-based form completed online. The grading system is an A, B, C, D & F based system for the individual sections and an overall grade point average for the entire report. Each section has its own grade and stands alone. It is possible to fail an individual section but still have an overall passing grade point. Any section grade below a C requires a response and action plan to be sent to the WDNR.

DISCUSSION

The Utility's 2023 grades are as follows:

- Influent flow and loadings = A
- Effluent quality: BOD = A
- Effluent quality: TSS = A
- Effluent Quality: Ammonia = A
- Effluent quality: Phosphorus = A
- Biosolids quality and management = A
- Preventive maintenance and staffing = A
- Operator certification = A
- Financial management = A
- Collection systems = A

Our overall grade point average for 2023 is 4.00 (2022 = 4.00; 2021 = 4.00; 2020 = 3.84) and indicates that overall the plant is in good condition and is operating at a high level.

There were 6 points deducted from the 2023 report. We received point deductions for the influent flow exceeding the 90% and 100% of the design flow threshold in March and April of 2023. This was due to precipitation and accumulated snow melt, and the water level of the Rock River. 2023 was a slightly below average year for precipitation. No plant processes were adversely affected by the higher influent flows.

Despite the below average precipitation, the City is continuing to address infiltration and inflow issues in the collection system.

FINANCIAL ANALYSIS

No financial impact is expected by the passage of this resolution.

RECOMMENDATION

Staff recommends the City Council authorize the resolution for the filing of the 2023 Compliance Maintenance Annual Report as required by Ch. NR208, Wisconsin Administrative Code.

ATTACHMENTS

1. CMAR 2023 Draft
2. 2023 CMAR Resolution

Compliance Maintenance Annual Report

Fort Atkinson Wastewater Treatment Facility

Last Updated: Reporting For:

6/11/2024

2023

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	2.1667	x	323	x	8.34	=	5,837
February	2.4070	x	421	x	8.34	=	8,441
March	3.2403	x	337	x	8.34	=	9,101
April	3.0745	x	248	x	8.34	=	6,349
May	2.3925	x	321	x	8.34	=	6,408
June	2.2125	x	376	x	8.34	=	6,930
July	2.0527	x	392	x	8.34	=	6,712
August	2.1854	x	356	x	8.34	=	6,483
September	2.0715	x	399	x	8.34	=	6,891
October	2.0599	x	453	x	8.34	=	7,789
November	1.9910	x	575	x	8.34	=	9,555
December	1.9552	x	572	x	8.34	=	9,326

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	2.7	x	90	=	2.43
		x	100	=	2.7
Design BOD, lbs/day	12235	x	90	=	11011.5
		x	100	=	12235

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	1	1	0	0
April	1	1	1	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		2	2	0	0
Points		4	2	0	0
Total Number of Points					6

6

Compliance Maintenance Annual Report

Fort Atkinson Wastewater Treatment Facility

Last Updated: Reporting For:

6/11/2024

2023

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2023-05-22

☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☐ Yes

☒ No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

☒ Yes

☒ Yes

☒ Yes

☐ No

☐ No

☐ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☒ Yes

928,950

gallons

☐ No

Holding Tanks

☒ Yes

1,711,042

gallons

☐ No

Grease Traps

☐ Yes

gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

We also took in 5,709,810 gallons of leachate from the Deer Track Landfill.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes

☒ No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Compliance Maintenance Annual Report

Fort Atkinson Wastewater Treatment Facility

Last Updated: Reporting For:
6/11/2024 2023

● Yes ○ No If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes. We received landfill leachate. We limit the amount of leachate on daily basis to avoid plant upsets.	
---	--

Total Points Generated	6
Score (100 - Total Points Generated)	94
Section Grade	A

Compliance Maintenance Annual Report

Fort Atkinson Wastewater Treatment Facility

Last Updated: Reporting For:

6/11/2024

2023

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	3	1	0	0
February	30	27	3	1	0	0
March	30	27	5	1	0	0
April	30	27	3	1	0	0
May	30	27	2	1	0	0
June	30	27	3	1	0	0
July	30	27	2	1	0	0
August	30	27	1	1	0	0
September	30	27	2	1	0	0
October	30	27	1	1	0	0
November	30	27	2	1	0	0
December	30	27	4	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2023-05-22

☐ No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

none

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

☐ Yes

☒ No

Compliance Maintenance Annual Report

Fort Atkinson Wastewater Treatment Facility

Last Updated: Reporting For:
6/11/2024 2023

If Yes, please explain: 4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test? ☐ Yes ☒ No If Yes, please explain: 4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity? ☐ Yes ☐ No ☒ N/A Please explain unless not applicable:	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Fort Atkinson Wastewater Treatment Facility

Last Updated: Reporting For:

6/11/2024

2023

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	3	1	0	0
February	30	27	2	1	0	0
March	30	27	2	1	0	0
April	30	27	0	1	0	0
May	30	27	1	1	0	0
June	30	27	3	1	0	0
July	30	27	4	1	0	0
August	30	27	3	1	0	0
September	30	27	2	1	0	0
October	30	27	1	1	0	0
November	30	27	2	1	0	0
December	30	27	4	1	0	0

* Equals limit if limit is ≤ 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points		0	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Fort Atkinson Wastewater Treatment Facility

Last Updated: Reporting For:

6/11/2024

2023

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January	14	14	.311	0	.458	.318	.322	.272	0
February	14	14	.343	0	.428	.308	.108	.528	0
March	14	14	.932	0	.91	.478	2.176	.49	0
April	14	14	.294	0	.552	.212	.266	.174	0
May	14	14	.102	0	.308	.126	.012	.024	0
June	14	14	.166	0	.38	.184	.064	.058	0
July	14	14	.224	0	.278	.252	.252	.156	0
August	14	14	.088	0	.108	.108	.074	.074	0
September	14	14	.124	0	.142	.124	.108	.12	0
October	14	14	.078	0	.154	.13	.014	.06	0
November	14	14	.19	0	.126	.134	.096	.236	0
December	14	14	.997	0	.622	1.204	.992	1.326	0
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Fort Atkinson Wastewater Treatment Facility

Last Updated: Reporting For:
6/11/2024 **2023**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1.5	0.300	1	0
February	1.5	0.194	1	0
March	1.5	0.140	1	0
April	1.5	0.120	1	0
May	1.5	0.191	1	0
June	1.5	0.477	1	0
July	1	0.819	1	0
August	1	0.422	1	0
September	1	0.324	1	0
October	1	0.263	1	0
November	1	0.221	1	0
December	1	0.520	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Fort Atkinson Wastewater Treatment Facility

Last Updated: Reporting For:
6/11/2024 2023

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

☒ Land applied under your permit

☐ Publicly Distributed Exceptional Quality Biosolids

☐ Hauled to another permitted facility

☐ Landfilled

☐ Incinerated

☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

5876.8 acres

2.1.2 How many acres did you use?

200.2

acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

☐ Yes (30 points)

☒ No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

☒ Yes

☐ No (10 points)

☐ N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 005 - Liquid Sludge Outfall Backup

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75														0	0
Cadmium		39	85														0	0
Copper		1500	4300														0	0
Lead		300	840														0	0
Mercury		17	57														0	0
Molybdenum	60		75													0		0
Nickel	336		420													0		0
Selenium	80		100													0		0
Zinc		2800	7500														0	0

0

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Outfall No. 003 - SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	6.1					8.4			<3.8			<4.3		0	0
Cadmium		39	85	.47					.51			.54			.28		0	0
Copper		1500	4300	310					310			480			560		0	0
Lead		300	840	14					16			17			12		0	0
Mercury		17	57	<.37					<.39			.33			<.28		0	0
Molybdenum	60		75	17					9.9			36			26	0		0
Nickel	336		420	12					13			18			17	0		0
Selenium	80		100	<13					<17			11			<11	0		0
Zinc		2800	7500	460					390			630			530		0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)

- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2023 - 03/31/2023
Density:	312,262
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Aerobic Digestion
Process Description:	Fecal coliform results were taken over a two week period from 1/23/2023 to 2/1/2023. Samples were taken from the sludge storage building.

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Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	04/01/2023 - 06/30/2023
Density:	378,396
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Aerobic Digestion
Process Description:	Fecal coliform results were taken over a two week period from 4/10/2023 to 4/16/2023. Samples were taken from the sludge storage building.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2023 - 09/30/2023
Density:	1,052,882
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Aerobic Digestion
Process Description:	Fecal coliform results were taken over a 2 week period from 7/12/2023 to 7/23/2023. Samples were taken from the sludge storage building.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	10/01/2023 - 12/31/2023
Density:	1,064,131
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Aerobic Digestion
Process Description:	Fecal coliform results were taken over a two week period from 10/23/2023 to 11/02/2023. Samples were taken from the sludge storage building.

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

○ Yes (40 Points)

● No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

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Outfall Number:	003
Method Date:	03/31/2023
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>=38
Results (if applicable):	55.1

Outfall Number:	003
Method Date:	06/30/2023
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	49.9

Outfall Number:	003
Method Date:	09/30/2023
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	60.2

Outfall Number:	003
Method Date:	12/31/2023
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	64.4

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

--

6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?

☒ >= 180 days (0 Points)

☐ 150 - 179 days (10 Points)

☐ 120 - 149 days (20 Points)

☐ 90 - 119 days (30 Points)

☐ < 90 days (40 Points)

☐ N/A (0 Points)

6.2 If you checked N/A above, explain why.

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	0
7. Issues	
7.1 Describe any outstanding biosolids issues with treatment, use or overall management:	
None	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing 1.1 Was your wastewater treatment plant adequately staffed last year? ● Yes ○ No If No, please explain: Could use more help/staff for: 1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping? ● Yes ○ No If No, please explain:	
2. Preventative Maintenance 2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items? ● Yes (Continue with question 2) ☐☐ ○ No (40 points) ☐☐ If No, please explain, then go to question 3: 2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment? ● Yes ○ No (10 points) 2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly? ● Yes ○ Paper file system ○ Computer system ● Both paper and computer system ○ No (10 points)	0
3. O&M Manual 3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed? ● Yes ○ No	
4. Overall Maintenance /Repairs 4.1 Rate the overall maintenance of your wastewater plant. ○ Excellent ● Very good ○ Good ○ Fair ○ Poor Describe your rating:	

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All work orders and preventative maintenance were completed in 2023. A maintenance program was also added to keep track of all the old and new equipment installed during our plant upgrade.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- ☒ Yes (0 points)
- ☐ No (20 points)

Name:

PAUL R CHRISTENSEN

Certification No:

13010

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	X	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- ☒ Yes (0 points)
- ☐ No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?

- ☒ Yes
- ☐ No
- ☐ N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?

- ☒ Yes
- ☐ No
- ☐ N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff

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☐ An arrangement with another certified operator ☐ An arrangement with another community with a certified operator ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year ☐ A consultant to serve as your certified operator ☐ None of the above (20 points) If "None of the above" is selected, please explain:	0
4. Continuing Education Credits 4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates? OIT and Basic Certification: ☐ Averaging 6 or more CECs per year. ☐ Averaging less than 6 CECs per year. Advanced Certification: ☒ Averaging 8 or more CECs per year. ☐ Averaging less than 8 CECs per year.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information

Name:

Michelle Ebbert

Telephone:

920-397-9901

(XXX) XXX-XXXX

E-Mail Address
(optional):

mebbert@fortatkinsonwi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2023

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2023

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 897,800.00

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 897,800.00

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 192,000.00

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 133,635.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 956,165.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

The Wastewater Plant replaced a septage pump and installed a new digester blower and digester blower motor.

3.3 What amount should be in your Replacement Fund? \$ 956,165.00

Please note: If you had a CWWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Plant Upgrading and Phosphorous Compliance to be completed in 2021 - 2023.	\$15,000,000	2022
2	Collection system rehabilitation including sewer lining, televising, and smoke testing. Approximately \$450,000/year, 2022 - 2026.	\$450,000	2023
3	Rebuild/replace 1992 gravity belt thickener.	\$250,000	2025
4	Rebuild Grit Removal System.	\$215,000	2024
5	Lift Station Pump and Control Panel Updates	\$400,000	2026

5. Financial Management General Comments

None

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 3

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	8,543	
February	9,920	
March	12,738	
April	9,165	
May	6,925	
June	6,319	
July	5,789	
August	5,927	
September	5,511	
October	6,764	
November	7,453	
December	8,456	
Total	93,510	0
Average	7,793	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☒ No

☐ Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

At Sherman and Water St lift stations we plan to upgrade to variable speed pumps in 2026.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	329,546	67.17	4,906	180.95	1,821	
February	272,608	67.40	4,045	236.35	1,153	
March	323,835	100.45	3,224	282.13	1,148	
April	395,171	92.24	4,284	190.47	2,075	
May	396,126	74.17	5,341	198.65	1,994	
June	396,126	66.38	5,968	207.90	1,905	
July	353,109	63.63	5,549	208.07	1,697	
August	288,747	67.75	4,262	200.97	1,437	
September	224,200	62.15	3,607	206.73	1,085	
October	279,771	63.86	4,381	241.46	1,159	
November	250,030	59.73	4,186	286.65	872	
December	264,777	60.61	4,369	289.11	916	
Total	3,774,046	845.54		2,729.44		0
Average	314,504	70.46	4,510	227.45	1,439	0

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☒ Aerobic Digestion
- ☐ Anaerobic Digestion
- ☒ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☒ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☐ UV Disinfection
- ☒ Variable Speed Drives
- ☐ Other:

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7.2.2 Comments:

We continually evaluate equipment and processes for energy efficiency.

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

We are planning a solar project in 2024 along with replacing two old boilers with more efficient models.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☒ No

☐ Yes

If Yes, how is the biogas used (Check all that apply):

☐ Flared Off

☐ Building Heat

☐ Process Heat

☐ Generate Electricity

☐ Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☒ No

☐ Yes

☐ Entire facility

Year:

By Whom:

Describe and Comment:

☐ Part of the facility

Year:

By Whom:

Describe and Comment:

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

We had a goal to fix the manhole tops and minor repairs in all the manholes on whitewater Ave and this was accomplished.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2022-06-07

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☐ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance
- ☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map

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- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

- ☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

- ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

- ☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

- ☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	48	% of system/year
Root removal	1	% of system/year
Flow monitoring	66	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	1	% of system/year
Manhole inspections	2	% of system/year
Lift station O&M	100	# per L.S./year
Manhole rehabilitation	1	% of manholes rehabbed
Mainline rehabilitation	1	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

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Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

28.86	Total actual amount of precipitation last year in inches
35.54	Annual average precipitation (for your location)
67	Miles of sanitary sewer
3	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
2	Number of basement backup occurrences
9	Number of complaints
2.32	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.03	Basement backups (number/sewer mile)
0.13	Complaints (number/sewer mile)
0.0	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
------	----------	-------	------------------

None reported

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☐ Yes

☒ No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

Compliance Maintenance Annual Report

Fort Atkinson Wastewater Treatment Facility

Last Updated: Reporting For:
6/11/2024 2023

● No If Yes, please describe: 5.3 Explain any infiltration/inflow (I/I) changes this year from previous years: I/I was similar to the previous probably even less with less rainfall than the previous year. 5.4 What is being done to address infiltration/inflow in your collection system? Continued evaluation of collection system. A sewer lining program is planned.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Fort Atkinson Wastewater Treatment Facility

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Grading Summary

WPDES No: 0022489

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	148
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

Fort Atkinson Wastewater Treatment Facility

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6/11/2024 **2023**

Resolution or Owner's Statement

Name of Governing Body or Owner:	
Date of Resolution or Action Taken:	
Resolution Number:	
Date of Submittal:	

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. = 4.00

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
2023 COMPLIANCE MAINTENANCE ANNUAL REPORT
FOR THE CITY OF FORT ATKINSON
WASTEWATER UTILITY**

WHEREAS, the State of Wisconsin has established Chapter NR 208, Compliance Maintenance; and

WHEREAS, NR 208, Compliance Maintenance, requires owners of publicly owned sewerage utilities to take necessary actions to avoid water quality degradation and prevent violations of Wisconsin Pollutant Discharge Elimination System (WPDES) permit effluent limits; and

WHEREAS, owners of publicly owned sewerage utilities must submit a Compliance Maintenance Annual Report (CMAR) to the Wisconsin Department of Natural Resources (WDNR) annually; and

WHEREAS, the City of Fort Atkinson's 2023 CMAR has been completed and is in compliance with all requirements of NR 208.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Atkinson does hereby authorize the filing of the 2023 CMAR as required by Ch. NR 208, Wisconsin Administrative Code, and DNR Facility Permit 0022489-08-0 for the year 2023.

BE IT FURTHER RESOLVED that the City of Fort Atkinson being the owner and the operator of the Wastewater Utility does hereby inform the WDNR that the following actions were taken by the City Council:

1. This Resolution does acknowledge that the governing body has reviewed the CMAR; and
2. This Resolution further documents that all actions necessary to maintain effluent requirements contained in the WPDES Permit are being adhered to.

Adopted this 18th day of June 2024.

CITY OF FORT ATKINSON

Davin Lescohier, Council President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



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

MEMORANDUM

DATE: June 18, 2024

TO: Fort Atkinson City Council

FROM: Paul Christensen, Wastewater Utility Superintendent

RE: Review and possible action related to the Purchase of Two Replacement Heating Boilers for the Wastewater Utility (Christensen, Wastewater Superintendent)

BACKGROUND

The Wastewater Utility has two hot water boilers for the purpose of heating the main Operations Building. The two original boilers were installed in 1974 and have required numerous repairs in recent years. The 2024 CIP contains \$165,000 for two replacement hot water boilers.



DISCUSSION

The existing 1,000,000 BTU each, hot water boilers have served for 50 years and are due for

replacement. Advancements in boiler construction and control have increased efficiency from the mid to upper 70% range of the 1974 boilers to the mid to upper 90% range of present technology. The Utility investigated options for replacement and found a high-efficiency condensing type boiler to be the best fit. Typical efficiency for this type of boiler is 96% – 97%, with a turn down of 10:1.

FINANCIAL ANALYSIS

Staff requested proposals from three companies. They are as follows:

PBBS/Hooper Two 1000 MBTU Cleaver Brooks CFC-E-700-1000-125HW boilers, including removal of existing and installation of new boilers.
\$249,875.00

Helm Group Two Laars NeoTherm XTR–800,000 BTU boilers, including removal of existing, and installation and control integration of new boilers.
\$117,032.00

J.F. Ahern Two HTP ELX 650 High Efficiency Boilers including removal of existing, and installation of new boilers, including control integration.
\$124,750

The replacement of the boiler was included in the 2024 CIP. A Wisconsin Focus on Energy rebate of \$4,714 per boiler is also available and will be submitted after purchase.

RECOMMENDATION

Staff recommends the council approve the proposal from Helm Group at a cost not to exceed \$117,032.

ATTACHMENTS

1. Hooper Bid
2. Helm Bid
3. Ahern Bid



May 7, 2024

Fort Atkinson WWTP
1600 Farmco Lane
Fort Atkinson, WI. 53538

Attn: Trevor Rollette

RE: New boilers and system pumps

We submit the following proposal to demo existing boilers and install new Cleaver Brooks boilers. Pipe the new boilers for primary/ secondary piping. Supply new system pumps, boiler pumps, air separator and expansion tank.

Included:

- Disconnect utility piping (gas, hot water, venting) to existing boilers.
- Remove/ demo existing boilers.
- Cap existing boiler venting in boiler room.
- Provide two new Cleaver Brooks CFC-E-700-1000-125HW (1000 MBTU) boilers.
- Set/ rig new boiler in place.
- Modify, re-connect utility piping to new boilers.
- Provide two new boiler pumps (circulation for boilers only)
- Provide new system pumps (2) air separator (1) and expansion tank (1).
- Re-work boiler room piping into primary/ secondary piping arrangement.
- Install new fresh air (galvanized) round (side wall)
- Install new stainless steel boiler venting (side wall)
- Insulation on new pipe and fresh air
- Side wall hole coring for fresh air/ venting
- Factory start up (PBBS)
- Electrical
- Submit State boiler pressure vessel paperwork.
- Permit
- Work to be performed during normal business hours M-F 7AM – 4PM

Not Included:

- Engineering
- Asbestos abatement if required.
- Chemical treatment/ glycol
- Controls boilers can stand alone.
- Painting
- Concrete
- Bond
- Overtime, Saturdays, Sundays, and Holidays

PO Box 7435 • Madison, WI 53707-7435
6450 Pederson Crossing Boulevard • DeForest, WI 53532
Ph (608) 249-0451 • hoopercorp.com



Total Budget Price: \$249,875

Proposal valid for 30 days

If you have any questions or need any clarifications, please do not hesitate to contact Dean Horne at 608-209-1052

Dean Horne
Project Manager



PROJECT PROPOSAL

Company

Helm Service
S84 W18852 Enterprise Drive
Muskego, WI 53150
Ph: 414-343-9222

Proposal Date: 4/27/2024

Proposal Number: P07414

Bill To Identity

FORT ATKINSON WASTEWATER UTILITY
1600 FARMCO LANE
FORT ATKINSON, WI 53538
Erin Sweeney

Agreement Location

FORT ATKINSON WASTEWATER UTILITY
1600 FARMCO LANE
FORT ATKINSON, WI 53538
Erin Sweeney

RE: Boiler Replacements

Dear Erin,

Helm Service would like to thank you for the opportunity to provide this proposal for your consideration. Partnering with Helm Service for this work will ensure you are receiving the highest technical expertise in our industry. Our mechanical service procedures promote the highest safety and environmentally conscious practices available.

Scope:

- Provide labor and materials as needed to isolate and LOTO the electrical circuit to provide a safe working environment following OSHA standards.
- Provide labor and material to demo existing piping, boilers, system pumps, expansion tank and venting haul away and dispose of off-site.
- Provide labor and material to set (2) new Laars boilers with new boiler pumps in place.
- Furnish and install (2) new LAARS Boilers.
- Furnish and install (2) new system pumps.
- Furnish and install (1) new vertical Expansion Tank.
- Re-piping of boiler system to a **Primary Secondary Piping Loop**.
- Furnish and install new shut off and triple duty valves.
- Furnish and install new boiler venting, run through existing chimney, and terminate. Making it weather tight on roof.
- Run (2) new 120 V electrical circuits from panel in boiler room to new boilers.
- Integration of building automation is included.
- Reinsulating of all boiler piping is included.
- Perform Start-up and Verify operation
- Jobsite clean-up
- Permit included

Boiler Options: (Based on equipment data given, we have determined that 800,000 BTUs per boiler is adequate for system load.)

(2) LAARS NeoTherm XTR- 800,000 BTUs each



Estimated Focus on Energy Incentive \$4,714.00 each boiler including Project Bonus Planning incentive- (Incentive check will be sent direct to WWTP)

- Stainless steel, low pressure drop heat exchanger
Responsive dual-venturi combustion system
96% Thermal Efficiency
10:1 turndown
Efficient
Low NOx emissions

Investment for Above.....\$117,032.00

(2) LAARS MagnaTherm FT- 1,000,000 BTUs each (These boilers are not offered at a lower BTU rating)

Estimated Focus on Energy Incentive \$6,057.00 each boiler including Project Bonus Planning incentive- (Incentive check will be sent direct to WWTP)

- **Superior Firetube Stainless Steel Heat Exchanger**
95% AHRI Certified Thermal Efficiency
Resistant to corrosive condensate and flue gasses
Long life design allows for “flexing” of the heat exchanger, reducing stress
- **20:1 Turndown with Low NOx Combustion**
- **Tru Trac O2 Trim Control**
High accuracy air-to-fuel ratio gas control system
Proprietary algorithms optimize combustion process
High efficiency maintained throughout the entire modulation range

Investment for Above.....\$143,632.00

Clarifications:

- Work to be performed during normal working hours of 7:00am thru 3:30pm, Monday thru Friday.
- *This proposal, scope, and price is the proprietary property of Helm Service and is for our Client’s use only, as it is to be utilized for the agreement evaluation.* This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Helm Service, which is not expressed herein. No party shall alter this agreement. This proposal will become a binding Agreement only after acceptance by Client and approval by an officer of Helm Service as evidenced by their signatures below. All rights to any designs presented are retained by Helm Service.
- Helm Shall properly dispose of all debris created by the above noted repairs.
- Note: If additional problems are found, another proposal will be offered to address anything additional.
- Proposal valid for 30 days.

Exclusions:



- The scope of this proposal does not include the replacement of any other components of the mechanical or controls systems that are not specifically listed in this proposal.
- Temporary HVAC equipment or rental equipment.
- Inspection fees of any kind.
- Isolation valves, strainers, check valves, etc. unless specifically noted.
- Electrical work of any kind, starters, disconnects, VFD’s wire, conduit, breakers, fuses, etc. Unless noted above.
- Roofing, cutting, patching, flashing, painting. Unless noted above.
- Structural building/walls; cutting, patching, and coring.
- All work associated with Fire/Life Safety, including interfaces and interlocks to the Fire Alarm System, smoke detectors, fire dampers, smoke control dampers, and smoke/fire dampers.
- Utility Services: We assume the existing utilities (gas, electrical, water) serving the facility are properly sized to handle the current building loads. If it is determined service upgrades are necessary to facilitate current or future loads, additional costs may apply through your utility provider and/or Helm.
- Payment and performance bonds.
- All responsibility for Lead and asbestos identification, abatement, removal, and disposal prior to start of job.

Thank you for the opportunity. We look forward to working with you.

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the “Agreement”), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Andrea Fasciano

Signature (Authorized Representative)

Andrea Fasciano

Name (Print/ Type)

414-343-9222

Phone

4/27/2024

P07414

Date

Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#



HELM SERVICE PROJECT - TERMS AND CONDITIONS

1. TERMS: IF THIS CONTRACT INVOLVES THE PURCHASE OF MATERIALS AND EQUIPMENT ONLY, THE PURCHASE PRICE SHALL BE PAYABLE AT THE TIME OF DELIVERY OF THE MATERIALS AND/OR EQUIPMENT; IF THIS CONTRACT INVOLVES LABOR OR LABOR AND MATERIALS AND EQUIPMENT, PROGRESS BILLINGS WILL BE SUBMITTED COVERING MATERIALS AND EQUIPMENT DELIVERED TO THE JOB SITE OR STORED IN ACCEPTABLE STORAGE FOR DELIVERY TO THE JOB SITE. THIS PROGRESS BILLING WILL ALSO INCLUDE LABOR WHICH HAS BEEN EXPENDED ON THE JOB OR DIRECTLY CONCERNED WITH THE JOB. THIS PROGRESS BILLING AMOUNT WILL BE DUE TEN DAYS AFTER BILLING DATE. FOR JOBS WHICH REQUIRE RETENTION, A RETENTION AMOUNT OF FIVE PERCENT WILL BE WITHHELD. IT WILL BECOME DUE AND PAYABLE AT THE COMPLETION OF HELM SERVICE'S PORTION OF THE PROJECT.

2. Title to the materials and equipment shall remain with Helm Service until the customer has paid the total price in full, and if the customer should fail to make any payment to Helm Service as the same becomes due or the customer fails to perform any other obligation under this contract, Helm Service may take possession of the materials and equipment.

3. Helm Service warrants that its labor and installation shall be done in a good and workmanlike manner and shall be free from defects for a period of one year after completion of the installation. Helm Service warrants that all equipment and materials furnished will be new unless otherwise specified in this contract, and that Helm Service has good title thereto. Helm Service does not warrant the quality of the equipment and materials furnished in any respect and the customer's remedy for defects in the equipment and materials shall be against Helm Service's suppliers or the manufacturers of the materials and equipment. Helm Service will deliver all manufacturers' written warranties to the customer upon completion of installation. UNDER NO CIRCUMSTANCES WILL HELM SERVICE BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFITS, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S, TENANTS, OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

4. Once the equipment and materials have been delivered to the job site, the Customer assumes all risk of damage to same, by any cause, except that brought about by the negligence of Helm Service and its employees. The customer shall carry all Risk, Property Insurance to the full value of the materials and equipment and name Helm Service as an Additional Insured to the extent of its interest.

The Customer shall be responsible for purchasing and maintaining such liability insurance as will protect him against claims which may arise from operations under the Contract.

5. Helm Service will obtain Liability and Workers' Compensation Insurance protecting it against claims which may arise from operations under the contract.

6. Helm Service will make delivery or installation, when provided herein, within a reasonable time after this contract is entered into, but it will not be responsible for delays caused by unavailability of machinery, equipment, materials or parts, shipper's delays, strikes, lockouts, restrictions imposed by civil or military authority, priority regulation of some governmental body, insurrection or riot, or any other cause beyond Helm Service's control. If a time for performance is stated in this agreement, it shall be deemed to be an estimate only. If Helm Service is required to make some installation under this contract, the customer shall be responsible for putting the premises in a satisfactory condition including furnishing electric power, light, heat, and water so that installation can start promptly and be completed efficiently.

7. If Helm Service shall fail to perform any of its obligations under this contract and fails to perform after the customer gives Helm Service ten (10) days' written notice of the specific deficiencies, the customer may have someone else complete the performance, but Helm Service's liability shall be limited to what it reasonably costs the customer to obtain completion of Helm Service's obligations under this contract. If Helm Service fails to perform any of its obligations under this contract, the customer, at customer's option, and without being required to do so, may cancel this contract by giving Helm Service ten (10) days written notice.

8. If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Helm Service or if the Project should be stopped for a period of thirty (30) days by Helm Service for the customer's failure to make payment thereon as provided in Paragraph 1, then Helm Service may upon seven (7) days written notice to the customer terminate this agreement and immediately recover from the customer payment for all work to date and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

9. In the event either party must commence a legal action to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting or defending the claim as the case might be.

10. The Customer shall not leave any of the equipment or systems furnished or installed by Helm Service in operation until the customer has approved and accepted same and paid Helm Service the price in full.

11. Any written notice required under this contract may be delivered personally to the other party or mailed as certified mail, return receipt requested, to the other party's address as it appears in this agreement or as given to the other party by written notice during the terms of this contract.

12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Helm Service, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Helm Service.



3821 Anderson Road
DeForest, WI 53532-2988
main 608.216.0283 | fax 608.216.0284
www.jfahern.com

May 30, 2024

Work Location: Fort Atkinson Waste Water
1600 Farmco Ln
Fort Atkinson, WI 53538

Paul Christensen
Fort Atkinson Waste Water
1600 Farmco Ln
Fort Atkinson WI 53538

Phone: (920)397.9917

Email: pchristensen@fortatkinsonwi.gov

Send Via: Email
Quote #: 476450 / 1

MECHANICAL SYSTEM WORK ORDER SERVICE PROPOSAL

Dear Paul,

We are pleased to submit our proposal for HVAC System services at the above-referenced facility based upon our conversation and / or job site visit.

We will perform the quoted and proposed services per your written approval. If this proposal meets your needs, please sign and send the completed proposal back to AHanson@jfahern.com or fax a signed copy to (608)216-0284.

The pricing is based on work performed during the normal working hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. This proposal does not include applicable sales tax and is valid for a period of thirty (30) days. The attached General Terms and Conditions shall be made part of this quotation. Once returned to us, we will call to set up an appointment.

Thank you for this opportunity to quote. If you have any questions or require further details, please feel free to call me directly.

Sincerely,

Allen Hanson
Senior Service Sales Representative

Phone: (608)223-7930
Fax: (608)216-0284
Email: AHanson@jfahern.com

Enclosure



3821 Anderson Road
DeForest, WI 53532-2988
main 608.216.0283 | fax 608.216.0284
www.jfahern.com

HVAC Service Agreement for Fort Atkinson Waste Water

Paul Christensen
Fort Atkinson Waste Water
1600 Farmco Ln
Fort Atkinson WI 53538

Phone: (920)397.9917

Email: pchristensen@fortatkinsonwi.gov

Send Via: Email

Quote #: 476450/1

MECHANICAL SYSTEM SERVICES

Scope of Work/Clarifications:

We will supply and install the following:
Two HTP ELX 650 High Eff Boilers
Two system pumps and two boiler pumps
Boiler Buddy Buffer and Air eliminator
New Expansion Tank
Venting and intakes
New piping connecting to existing distribution system
Demo of all old equipment and venting
Start up and training.
Include:
Electrical
Insulation
Boiler integration into BAS through Helm
-Boilers will communicate through their controls system. Lead/Lag,
Pump start/status.
-All those points will be pulled back to the BAS.

excludes any cutting, patching, roofing, OT, or work not associated with
the boiler plant
Assumes no asbestos, and that Fort has record of abatement.

Service Location:

Fort Atkinson Waste Water
1600 Farmco Ln
Fort Atkinson, WI 53538

1	Date Requested: 04/28/2024	Fixed Price	\$124,750.00	Initial if Accepted
Description :	Boiler Plant			
Item Notes:				
<u>Equipment</u>	<u>System ID</u>	<u>System Loc</u>		

Quote #: 476450/1

Quote Date: 05/30/2024

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3821 Anderson Road
DeForest, WI 53532-2988
main 608.216.0283 | fax 608.216.0284
www.jfahern.com

Total for All Services:		\$124,750.00	
Contract Representative		Customer Authorized Representative Signature	
Name:	Allen Hanson	Print Name:	Paul Christensen
Title:	Senior Service Sales Representative	Signature:	
Date:	05/30/2024	Date:	
		PO #:	

Signed acknowledgement of this agreement confirms acceptance of all the above scope of work and clarifications as well as all the attached Notes and Clarifications and General Terms and Conditions. Any PO reference is for convenience only and such PO does not form a part of these General Terms and Conditions.

1. ENTIRE CONTRACT The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete, and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchaser's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract. This Contract and its referenced documents represent the entire and integrated contract between the parties and supersedes all prior negotiations, representations, agreements, or contracts, either written or oral and may not be modified by course of dealing, course of performance or usage of trade, but only modified in writing signed by an authorized representative of each party. This Contract shall extend to and be binding upon the parties and their respective successors and permitted assigns.

2. PROPOSALS AND CONTRACT Seller's proposal or quotation are not subject to cancellation, suspension, or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

3. PRICES In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be modified by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

4. PAYMENT All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

5. DELAYS Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, quarantines, pandemics, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

6. EXCAVATION When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring

is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

7. SITE FACILITIES Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

8. STRUCTURE AND SITE CONDITIONS While employees of Seller will exercise reasonable care, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, writing, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

9. CODE COMPLIANCE Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

10. REPORTS When inspection and/or test services are selected such inspection and/or test services shall be completed on Seller's then current inspection form which shall be provided to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS CONTRACT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.**

11. ALARM MONITORING SERVICES Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement which will be provided under separate agreement upon purchase.

12. EXCLUSIVE LIMITED WARRANTY Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from installation. This warranty does not extend to normal wear and tear, any equipment that others have repaired, abused, altered, misused or that has not been properly and reasonably maintained. All parts as recorded on the face of the work order or invoice are warranted for a period of thirty (30) days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within thirty (30) days of

installation, Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within thirty (30) days of the date of the original repair. Refrigerant leak repairs are warranted for a period of thirty (30) days. If within thirty (30) days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER. No premise not contained herein, or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser, or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage to the extent arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend, and hold Seller harmless from any and all third-party claims for personal injury, death, or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential, liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party; irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise. The foregoing limitation of warranty and liability shall supersede any and all other warranty and liability terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

13. MODIFICATIONS AND SUBSTITUTIONS Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract provided that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

14. SEVERABILITY If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other remaining and unaffected provisions.

15. WAIVER. Seller's waiver or acceptance of any breach by Purchaser, or Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment by Seller of such provision or right in any other instance.

16. ASSIGNMENT Any assignment of this Contract by Purchaser without the written consent of Seller shall be null and void. Seller may assign to its subsidiaries and affiliates at any time.

17. CHANGES, ALTERATIONS, ADDITIONS Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the Contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional

work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

18. LEGAL NOTICE For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

19. INSURANCE Purchaser shall name Seller as an additional insured on Purchaser's general liability and auto liability policies, which shall be provided on a primary, non-contributory basis. Purchaser shall carry property and casualty coverage and/or builders risk coverage with sufficient limits to cover any potential loss or damage. A waiver of subrogation is required for all policies required herein. Purchaser agrees that with respect to any losses covered by this Contract Purchaser hereby waives and releases Purchaser, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Purchaser agrees that its insurers shall have no right of subrogation against Seller and its insurers on account of this release.

20. TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS Terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

21. CLAIMS AND CHOICE OF LAW Within five days of the occurrence of any event or matter giving rise to a dispute(s), either party has the right to provide the other Party with a written Notice of Dispute. Within fifteen days of receipt of the Notice of Dispute, the Parties shall commence direct negotiations with management officers authorized to enter into a binding resolution or settlement of the dispute. Should direct negotiations fail to resolve the dispute(s) within fifteen days of the commencement of negotiations, all disputes, claims and matters in controversy relating to or arising from the Order, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless Seller provides written notice to Purchaser that it has elected in its sole discretion, that all such disputes, claims, and matters in controversy shall be decided by litigation. The Parties further agree that the sole and exclusive location and forum for such arbitration or litigation shall be the Fond du Lac County, Wisconsin Circuit Court. If this venue is deemed unenforceable by a court of competent jurisdiction, the parties agree that the alternative venue shall be the Federal District Court for the Eastern District of Wisconsin, Green Bay Division. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ORDER OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) AGREES THAT, IN THE EVENT OF LITIGATION, IT SHALL SEEK TO ENFORCE, AND SHALL ABIDE BY, THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS ORDER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND AGREEMENTS IN THIS SECTION. The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract.

22. OVERTIME Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium of the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

23. INCIDENTAL LOSSES All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

24. INDEMNIFICATION To the fullest extent permitted by law, PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND SELLER'S AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED

CLAIMS, FINES, PENALTIES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, THAT ARISE FROM, RELATE TO, OR OTHERWISE ARE CONNECTED WITH, IN WHOLE OR IN PART, EITHER PARTY'S PERFORMANCE OF THIS CONTRACT, INCLUDING THE ACTS OR OMISSIONS OF EITHER PARTY'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Seller reserves the right to select counsel to represent it in any such action.

25. DEFAULT In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said services, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

26. SPECIAL CONDITIONS In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved and any high-pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra cost to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra cost to the Contract price. Seller acknowledges that Seller is responsible for ensuring that water-based sprinkler piping is adequately heated to prevent freezing and that all drum drips are required to be maintained and drained by Purchaser.

27. HAZARDOUS CONDITIONS Purchaser represents to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MIC, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall at all times remain the responsibility and property of Purchaser. Seller shall not be responsible for the testing, removal, or disposal of such hazardous materials.

28. WASTE MANAGEMENT If the work calls for the disposal of hazardous and/or non-hazardous waste materials ("Waste"), then Purchaser

shall: (a) be responsible for providing to Seller all necessary forms, waste profile sheets, laboratory analyses, samples, and other information pertaining to the types of Waste to be disposed and shall ensure that all Waste-related information furnished to Seller is accurate and complete; (b) secure, at its expense, all approvals, permits and other authorizations necessary to enable Seller to perform such Waste disposal services, except for those permits and licenses required to be obtained by Seller in connection with its own business; and (c) without limiting the foregoing, comply with all applicable laws and regulations in connection with such classification and disposal of Waste. Purchaser shall execute all manifests for the transportation, storage and disposal of any Waste removed from the project site. At no time will Seller take title to any Waste located on or removed from the project site, and such Waste shall be transported and disposed of as directed by Purchaser and in conformity with all applicable laws and regulations. Nothing in this Contract shall be construed or interpreted as requiring Seller to assume the status of, and Purchaser acknowledges that Seller does not act in the capacity nor assume responsibilities of, Purchaser or others as a 'generator,' 'operator,' 'transporter' or 'arranger' in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of RCRA, CERCLA, or any other similar federal, state or local law, regulation or ordinance. Purchaser acknowledges that Seller has played no part in and assumes no responsibility for generation or creation of any Waste that may be the subject matter of this Contract. Consistent with Purchaser's obligations under the INDEMNIFICATION provision at Section 24 of this Contract, Purchaser shall defend, indemnify and hold Seller harmless from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages (collectively, "Losses") that result from the transport, storage and/or disposal of Waste generated on and/or removed from the project site, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Purchaser shall be responsible for purchasing and maintaining its own liability insurance from financially sound insurance companies, including but not limited to environmental liability and pollution coverage.

29. OSHA COMPLIANCE Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of OSHA (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

30. LIEN LAWS (WISCONSIN ONLY) AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

31. NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

LAST UPDATE: 3/20/24



MEMORANDUM

DATE: June 18, 2024

TO: Fort Atkinson City Council

FROM: Paul Christensen, Wastewater Utility Superintendent

RE: Review and possible action related to Biosolids Management Facility Plan Amendment (Christensen, Wastewater Superintendent)

BACKGROUND

Facility Plans and Amendments are required by the Wisconsin Dept. of Natural Resources for any reviewable project. Reviewable projects are any construction or modifications to a plant process or any project seeking a Clean Water Fund Loan.

The last Facility Plan was conducted in 2018, which led to the recently completed Phase I and Phase II construction projects. That plan minimally addressed biosolids, with modifications made to the aerobic digestion process.

DISCUSSION

The 2018 plan addressed many needs but did not evaluate biosolids management or biosolids end use. This plan amendment will focus on long term goals of:

- Evaluating biosolids handling and end-use strategies
- Recommending a strategy that improves operation, reduces maintenance, and is compatible with potential future regulations and limitations on biosolids end-use
- Defining a capital improvements plan to implement the recommended strategy

End-use technology options have improved dramatically since 2018. These options include Class A Aerobic Digestion, biosolids drying to above 90% solids content, thermal treatment, and others. Current biosolids handling in use at the facility will also be evaluated for improvements or changes in technology.

A capital improvement plan will be produced and integrated into the City CIP planning process.

FINANCIAL ANALYSIS

The Utility has collaborated with Donohue & Associates on the 2018 Facility Plan Amendment,

the 2020 Phase I project, and the 2021 - 2024 Phase II with great success and cost-effective outcomes.

Staff have negotiated a proposal from Donohue & Associates to complete the Biosolids Management Facility Plan Amendment at a cost not to exceed \$33,000. A draft plan for submittal to WDNR will be available near the end of 2024. Funding will be from the Utility reserves account.

RECOMMENDATION

Staff recommends approval of the proposal for a Biosolids Management Facility Plan Amendment as presented, from Donohue & Associates at a cost not to exceed \$33,000.

ATTACHMENTS

1. Ft Atkinson Biosolids Management FPA Agreement



ENGINEERING SERVICES AGREEMENT

BIOSOLIDS MANAGEMENT FACILITY PLAN AMENDMENT (Project)

This Agreement is by and between:

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

and

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

Who agree as follows:

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

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: Michael Stohl

Printed Name: Michael Stohl

Title: Vice President

Date: June 1, 2024

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

Background

The City of Fort Atkinson (City) produced a Facility Plan Amendment in 2018 and received approval from the Wisconsin Department of Natural Resources (WDNR) in February 2019. The 2018 Facility Plan Amendment addressed several upgrades to replace aged equipment, improve operations, reduce maintenance, and comply with more stringent phosphorus limits. However, it did not evaluate biosolids management and end-use. The City would like to produce a new Facility Plan Amendment focused on biosolids management.

Project Goals

The goals of the Project are to:

1. Evaluate biosolids handling and end-use strategies
2. Recommend a strategy that improves operation, reduces maintenance, and is compatible with potential future regulations and limitations on biosolids end-use
3. Define a capital improvements plan to implement the recommended strategy

Project Purpose

The purpose of this Project is to produce a WDNR-approved Facility Plan Amendment that documents the evaluation and justifies the City-selected biosolids management strategy including the capital improvements required to realize that strategy. With a WDNR-approved Facility Plan Amendment, the City will be eligible to [1] use the Wisconsin Clean Water Fund to finance the capital improvements and [2] submit reviewable plans and specifications to the WDNR for review, approval, and construction authorization.

B. SCOPE OF SERVICES

Services to be provided by Donohue for this Project under this Agreement are as follows:

1. Request recent historical flows, loadings, and operating data.
2. Summarize historical flows, loadings, and operating data.
3. Produce a design basis for existing and potential biosolids unit processes. These processes will include those listed below.
 - a. Primary Sludge and WAS Pumping
 - b. WAS Thickening
 - i. Gravity Belt Thickener
 - ii. Dissolved Air Floatation
 - c. Class B Aerobic Digestion
 - d. Class A Aerobic Digestion
 - e. Digested Biosolids Dewatering
 - i. Centrifuge
 - ii. Belt Filter Press
 - f. Biosolids Drying

- i. Elode
 - ii. Solar
 - iii. Thermal
- g. Biosolids Storage
- h. Biosolids End Use
- 4. Attend one meeting with representatives of Fort Atkinson, Jefferson, and Town &Country Engineering to discuss a regional biosolids treatment strategy.
- 5. Work collaboratively with the City to identify up to three feasible treatment train alternatives comprised of selections from the previously listed unit processes. One of the three alternatives will include a regional biosolids approach where treatment and handling are minimized on-site and dewatered cake is transported to a regional facility for final processing and disposal.
- 6. Perform an economic and non-economic evaluation of the alternatives the City deems worthy of detailed evaluation.
- 7. Prepare for, conduct, and document a workshop to review the evaluations and formulate a biosolids management strategy.
- 8. Attend one meeting with representatives of Fort Atkinson, Jefferson, and Town &Country Engineering to discuss draft evaluation results.
- 9. Produce and submit a draft Facility Plan Amendment to the City documenting the evaluations, recommendations, and anticipated user rate implications.
- 10. Produce a final Facility Plan Amendment that addresses the City's comments. Submit the final Facility Plan Amendment to the City and WDNR.
- 11. Respond to WDNR comments.

C. PROJECT TIMING

- 1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. Donohue shall submit a draft Facility Plan Amendment to the City six months after execution of this Agreement. Donohue shall submit a final Facility Plan Amendment to the City and WDNR four weeks after receiving the City's final comments and decisions related to the draft report.

PART II OWNER RESPONSIBILITIES

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

- 1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
- 2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.

3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be a lump sum of \$33,000.
- B. Donohue will bill Owner monthly, with net payment due in 30 days. The invoice will contain a calculation of the amount of lump sum due based on percentage of Project completed during the billing period.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Fort Atkinson
Biosolids Management Facility Plan Amendment
Fee Estimate Summary
Donohue & Associates, Inc.

Task	PM \$ 240	QC \$ 225	ENG V \$ 205	ENG II \$ 155	Total Hours	Total Labor	Expenses	Total Cost
1 Request for information	1			2	3	\$ 550		\$ 550
2 Summary of facility and existing flows and loads	2		2	8	12	\$ 2,130		\$ 2,130
3 Design basis and unit process evaluations	4	4	16	40	64	\$ 11,340	\$ 160	\$ 11,500
4 1st Regional Meeting w/ Jefferson and T&C	2		4		6	\$ 1,300	\$ 200	\$ 1,500
5 Draft facility plan amendment	4	4	12	32	52	\$ 9,280		\$ 9,280
6 Review workshop	4		4	4	12	\$ 2,400	\$ 200	\$ 2,600
7 2nd Regional Meeting w/ Jefferson and T&C	2		4		6	\$ 1,300	\$ 200	\$ 1,500
8 Revise and finalize facility plan amendment	2		4	8		\$ 2,540	\$ 200	\$ 2,740
9 Respond to WDNR comments	2		2	2	6	\$ 1,200		\$ 1,200
Total	23	8	48	96	161	\$ 32,040	\$ 960	\$ 33,000
Total Labor Dollars by Labor Class	\$ 5,520	\$ 1,800	\$ 9,840	\$14,880				



MEMORANDUM

DATE: June 18, 2024

TO: Fort Atkinson City Council

FROM: Paul Christensen, Wastewater Utility Superintendent

RE: Review and possible action related to rebuilding the existing Pista Grit System including the Replacement Grit Pump and Control Panel at the Wastewater Utility (Christensen, Wastewater Utility Superintendent)

BACKGROUND

The existing grit removal system was installed in 1992. The grit system removes heavy, mostly non-treatable organic and inorganic fine particles from the influent wastewater with centrifugal force to make downstream treatment more efficient. The 2024 CIP budget includes \$215,000 for the rebuilding of the Pista Grit System.

DISCUSSION

The grit system was evaluated in the 2018 Facility Plan Amendment and tentatively scheduled to be replaced or rebuilt in 2024. In 2022 the manufacturer, Smith & Lovelace (S&L), was brought in to conduct a more thorough evaluation and make recommendations. S&L recommended an upgrade to the Pista Optiflow 270 system, which is an upgraded version of the existing Pista grit removal equipment. The upgrade includes a new baffle system that improves the particle removal efficiency, as well as a new drive system, gearbox, paddles, grit pump, and control panel.

FINANCIAL ANALYSIS

S&L is the manufacturer of the existing grit system, and the sole source provider of replacement parts and equipment and Energenecs, Inc is their local representative. S&L does not provide installation services. Three mechanical contractors were contacted to provide proposals for the rebuilding of the grit system, including grit pump and piping replacement, and placement of the control panel. The proposals are as follows:

Equipment

Energenecs Inc./Smith & Lovelace Pista Optiflow 270 Upgrade Equipment \$140,865.00

Mechanical Installation

Staab Construction Corp.	\$53,750.00
Sabel Mechanical, LLC.	\$41,950.00
August Winter & Sons	\$111,000.00

In addition to the equipment and mechanical installation, there will also be costs for the electrical and controls reinstallation from the city electrician and L.W. Allen/Altronix. The city electrician costs will be minimal, but the reconnection and confirmation to the plant SCADA system may require new wiring, material, and additional devices at an estimated not to exceed cost of \$5,500. The 2024 CIP will fund this project.

RECOMMENDATION

Staff recommends that the Pista Optiflow 270 upgrade equipment be purchased from Energenecs/Smith & Lovelace for \$140,865.00, the mechanical installation services from Sabel Mechanical for \$41,950.00, and \$5,500 for electrical and controls, for the total cost not to exceed \$188,315.

ATTACHMENTS

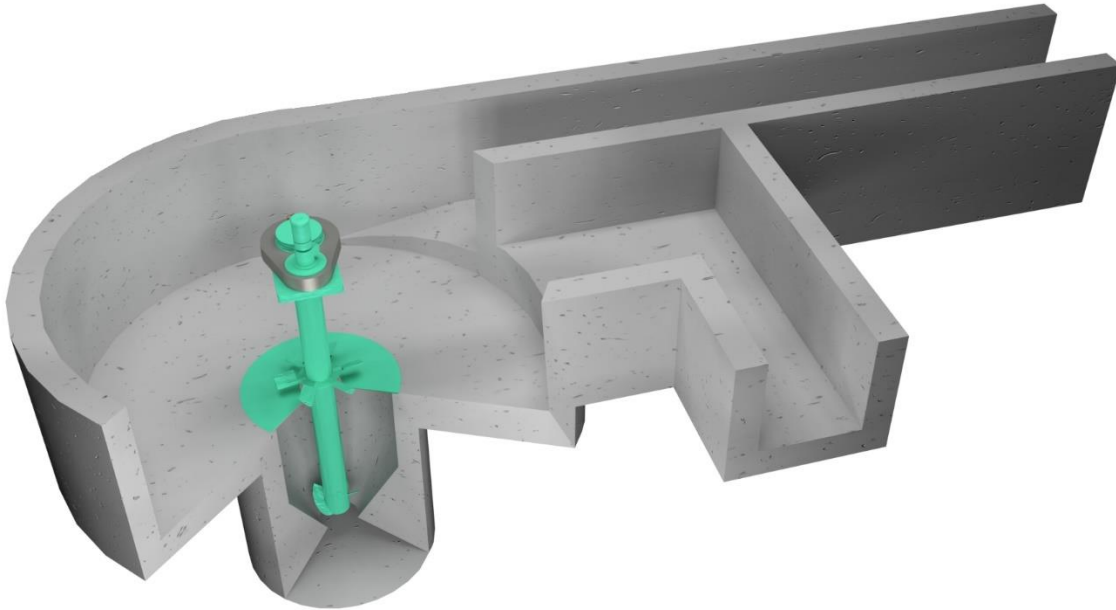
1. Smith and Loveless Proposal
2. Staab Construction Proposal
3. August Winter and Sons Proposal
4. Sable Mechanical Proposal



Smith & Loveless, Inc.

AFTERMARKET

March 12, 2024



Fort Atkison, WI Grit Removal System

Proposal Prepared for:

Energenecs

700 East Milan Drive
Saukville, WI 53080

Proposal by:

Smith & Loveless, Inc.

14040 Santa Fe Trail Drive
Lenexa, KS 66215

The information herein is CONFIDENTIAL and PROPRIETARY to Smith & Loveless, Inc. and we expressly retain all rights thereto. You may use the information for the limited purpose for which it was disclosed to you only. You may not disclose the information to third parties or to employees, officers or directors without a need to know. We make no representation or warranty of any kind (whether express, implied or statutory) regarding the information, including, without limitation, any representation or warranty regarding accuracy, completeness, reliability, fitness for a particular purpose, merchantability or non-infringement. We assume no liability for damages or losses, directly or indirectly related to the use of the information. This notice does not alter the terms of any superseding agreement. By your retention or use of the information you agree to be bound by this notice.

Hi Emily,

Contained in this proposal is information on pricing and availability of Replacement **PISTA®** Drive and Internals, **TURBO GRIT PUMP™**, **OPTIFLOW 270®** Baffles, and **PISTA®** System Controls for the **S&L® PISTA®** installation at Fort Atkison, WI.

Fort Atkison, WI PISTA® Grit Removal System

Smith & Loveless PISTA® Equipment:

- Serial Number: **03-0981**
- Qty - 1 **PISTA®** 270 Model 12.0

Grit Removal Performance Improvement:

Improved grit removal efficiency is possible with the current PISTA® unit you have installed. S&L has developed some new baffle technologies to improve the flow control in and out of the PISTA® unit.

OPTIFLOW 270™ BAFFLE SYSTEM (INCLUDED)

An upgrade to your PISTA® 270™ Grit Chamber with the OPTIFLOW 270™ LFB paired with the OPTIFLOW 270™ B can improve efficiency to 95% of grit removal down to 100 mesh particle size. The OPTIFLOW 270™ LFB in the influent channel keeps the grit flowing towards the chamber at 1.67-3.5 fps. Meanwhile, the OPTIFLOW 270™ B is installed at the exit of the chamber to aid in directing the flow back towards the floor, creating one additional pass for even more grit to move to the chamber floor and move into the grit hopper.

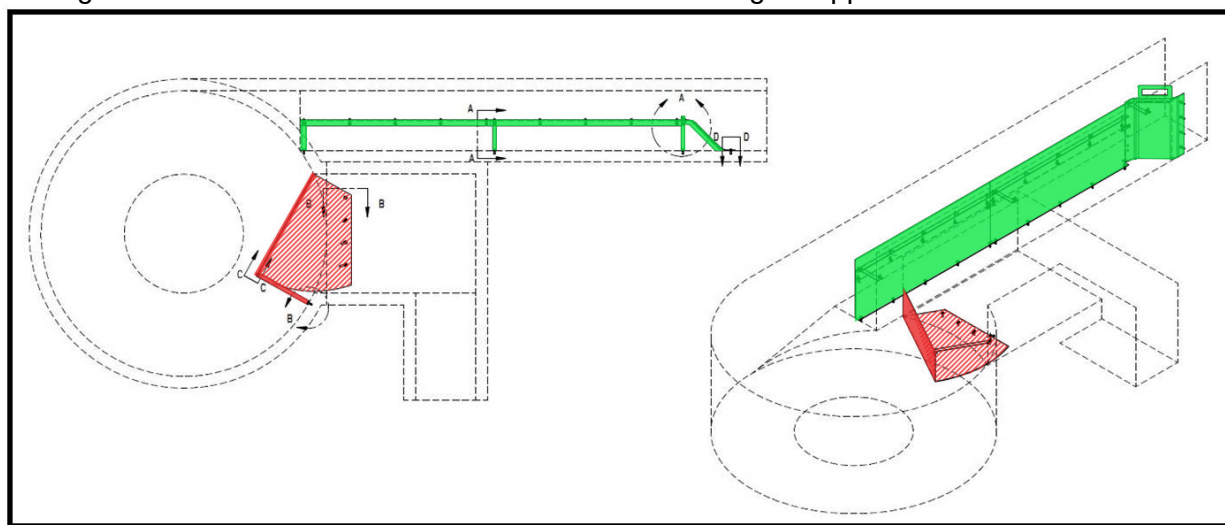


Figure 1: OPTIFLOW 270™ LFB – GREEN. OPTIFLOW 270™ B - RED

Low Flow Baffle (LFB) (INCLUDED)

To manage flow conditions and attain optimum channel flow velocity at 1.67 to 3.5 ft./sec. during low flow conditions, the addition of the Low Flow Baffle (LFB) in the influent keeps the grit moving to the grit chamber even during lower flow conditions. The baffle would be custom engineered based on the flow conditions for your site. This baffle system makes it possible for your existing unit to handle a wide range of flows while maintaining optimum channel velocity for grit transport with minimum turbulence into the PISTA®.

270™ B (INCLUDED)

The 270™B Exit Baffle is the essential component to every OPTIFLOW 270™. It increases grit removal efficiency to 95% down to 100 mesh (150 micron) on 270 degree grit chambers from any manufacturer. Each baffle is custom engineered based on flow rate to achieve 95% of 100 mesh (150 micron). Installed within the chamber at the exit, the 270™B directs the flow toward the hopper for an additional pass along the flat-bottomed chamber floor for even better grit removal.

	Grit Removal Efficiency		
	50 mesh grit (300 micron)	70 mesh Grit (210 micron)	100 mesh grit (150 micron)
PISTA® 270™	95%	85%	65%
Existing PISTA® 270™ units with OPTIFLOW 270™ Baffle System	95%		
270° units with OPTIFLOW 270™ Baffle System	95%		

Figure 2: Grit Removal Efficiency

With more than 2,500 **PISTA®** Grit Chamber installations worldwide, Smith & Loveless continues to advance the science of grit removal with the new **OPTIFLOW 270™** Baffle System for any 270° vortex unit. The **OPTIFLOW 270™** Baffle System brings previously unachieved grit removal efficiencies to any 270° vortex unit, improving grit removal to 95% of 100 mesh (150 micron) during peak and low flows alike as demonstrated in Figure 2 above.

S&L Recommendations:

S&L would recommend further investigation in water depth to properly size OPTIFLOW 270™ Baffles. What is required is water depth at different flows in the inlet channel before the ramp. It is recommended that 2-3 measurements be taken at different flow rates, ideally with low, mid and high flow; please utilize Table 1 below to record measurements. Along with this information, a SCADA flow range for about a years' worth of data. We are seeking information for the lowest flow, average flow, and peak flow from the SCADA flow range.

	Measurement 1	Measurement 2	Measurement 3
	<i>Minimum of 1 measurement is required</i>		
Water Depth: (Feet & Inches)			
Flow Rate: (MGD)			

Table 1: Water Depth & Flow Rate Measurements

Components to consider replacing and added fluidizing feature:

PISTA® GRIT REMOVAL EQUIPMENT (INCLUDED)

The flow in the removal chamber shall travel between the inlet and outlet of 270 degrees, providing maximum travel of the liquid for effective grit removal. Each **PISTA®** system shall handle all flows equal to or less than the hydraulic peak flow of 12.0 MGD.

Mechanical Drive Assembly (INCLUDED) includes the totally enclosed combination spur gear and turntable bearing. Pinions and gears shall be high quality steel, machined and hardened for high strength and long wear.

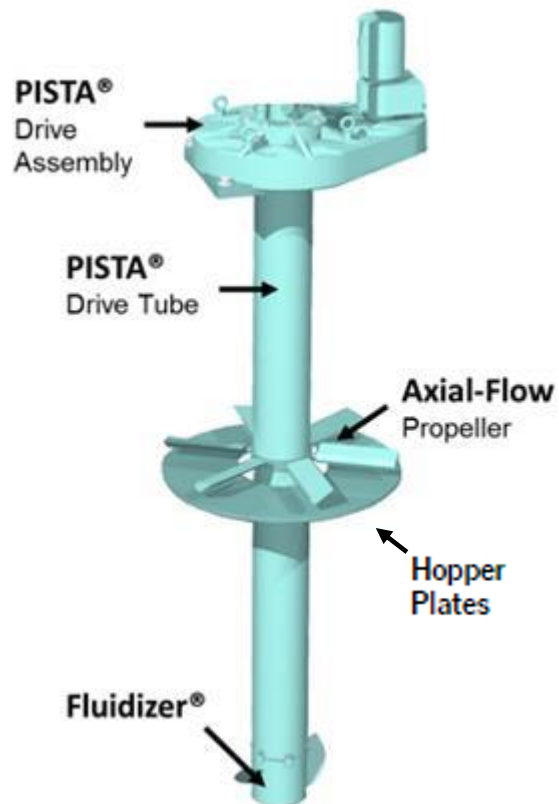
The fluidizing vanes (INCLUDED) provide mechanical fluidization of the lower hopper and eliminate the need for additional water lines to the chamber, eliminating at least 20 GPM of continuous water addition. The gentle stirring or mixing action of the fluidizer prevents grit from packing in the grit hopper.

Axial-Flow Propellers lift (INCLUDED) the organics up and into the flow towards the WWTP. The propellers help sweep the grit along the floor and into the grit hopper.

PISTA® Drive Tube (INCLUDED) shall be driven by the mechanical drive assembly with a maximum output speed of 21 RPM.

PISTA® Storage Hopper Plates (INCLUDED)

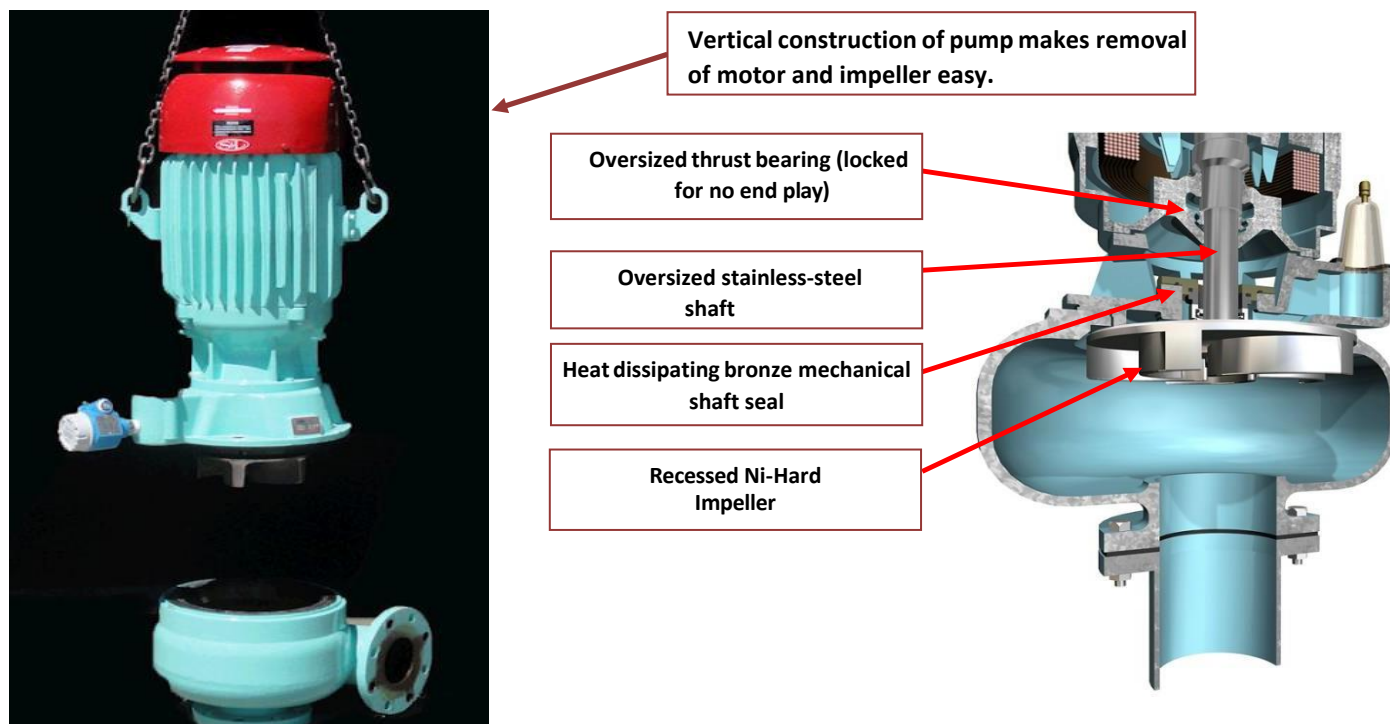
shall consist of two (2) sections with lifting slots to allow access to the storage area. These plates lay flat at the bottom of the grit chamber without having to add additional brackets bolted onto the chamber, resulting in undisturbed flows or disruption of the vortex.



The information herein is CONFIDENTIAL and PROPRIETARY to Smith & Loveless, Inc. and we expressly retain all rights thereto. You may use the information for the limited purpose for which it was disclosed to you only. You may not disclose the information to third parties or to employees, officers or directors without a need to know. We make no representation or warranty of any kind (whether express, implied or statutory) regarding the information, including, without limitation, any representation or warranty regarding accuracy, completeness, reliability, fitness for a particular purpose, merchantability or non-infringement. We assume no liability for damages or losses, directly or indirectly related to the use of the information. This notice does not alter the terms of any superseding agreement. By your retention or use of the information you agree to be bound by this notice.

PISTA® TURBO GRIT PUMP: (INCLUDED) Top mounted or flooded suction arrangements available.

Smith & Loveless has been designing & manufacturing pumps for wastewater applications since 1946 and the S&L grit pump has been engineered specifically for grit slurry pumping. The vertical direct coupled construction provides a space efficient and maintenance friendly design. Engineered features include:



PISTA® GRIT CONCENTRATOR™ – 250 GPM (NOT INCLUDED) The Smith & Loveless PISTA® Grit Concentrator with Ni-Hard Bottom offers durable and efficient grit concentrator performance at installations with combined sewer systems, high I&I (infiltration and inflow) or unusually heavy grit loads. The PISTA® Grit Concentrator features a two-piece design with Ni-Hard Bottom construction that effectively washes collected grit while providing added durability for these harsh conditions. Its bottom cone is constructed of Ni-Hard, with a minimum thickness of 1.25" in high wear areas and features a large discharge plain end grit outlet of 5.5" to minimize clogging.

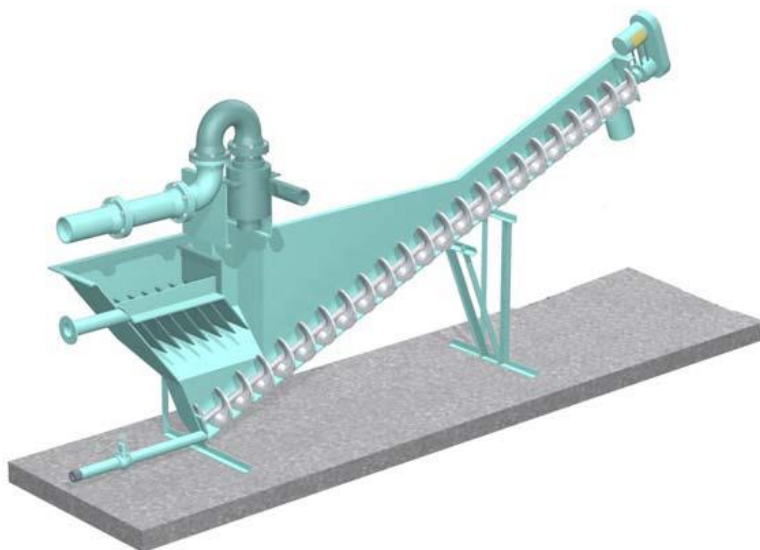
The PISTA® Grit Concentrator effectively functions as a primary grit washing and dewatering device, separating the pumped flow into basic components of water, organics and grit. Working in concert with the PISTA® Grit Screw Conveyor above which it snugly positions and discharges, the PISTA® Grit Concentrator's overall performance achieves greater than 95 percent removal of the residual organic material.



Model 15 PISTA® Grit Screw Conveyor (NOT INCLUDED)

The second-stage **PISTA®** Grit Screw Conveyor is designed to work in concert with the complete **PISTA®** Grit Removal System, providing superb dewatering and high retention of fine grit without the burden of high maintenance. Dewatered grit discharges into a container for disposal while the flow and residual organics are returned to the inlet channel prior to the grit chamber, typically 93% of the flow and 95% of the organics.

The **PISTA®** Grit Screw Conveyor's separate inlet zone, large Lamella parallel plate section that acts as a high-rate settling device, and double-sided weir trough work in concert to capture silt and ultra-fine grit. The inlet zone facilitates energy dissipation to reduce turbulence. This allows easier settling in the plate.

**PISTA® TURBO™ Grit Washer (NOT INCLUDED)**

FEATURING

**Tri-Cleanse
Technology™****Intense Hydro-Flushing****High Air Infusion****Thorough Grit Agitation**

The **PISTA® TURBO™** Grit Washer uses **TRI-CLEANSE TECHNOLOGY™** to produce clean grit while minimizing the odor caused by putrescible organics and the costs associated with growing landfill restrictions. **Smith & Loveless' PISTA® TURBO™ Grit Washer** featuring **TRI-CLEANSE TECHNOLOGY™** boasts a sleek, compact design with a similar footprint to **S&L's PISTA® Grit Screw Conveyor**. The **PISTA® TURBO™ Grit Washer** uses an inlet hopper to receive the

mixture of water and grit from the second stage **PISTA® Grit Concentrator** and is equipped with an energy dissipation zone to prevent turbulence in the remaining portion of the hopper.

Parallel plates located in the settling zone of the hopper improve the retention of fine grit. The custom-engineered and patented screw has the unique mixer fluidizing vanes in the washer hopper and a continuous shaft design off the flight segment. A dedicated PLC controller provides the necessary control functions to properly operate the **PISTA® TURBO™ Grit Washer** through its various cycles and to control the operation of the air infusion, grit wash water and spray water.

Features

- Superior Organics Removal
- Passes Paint Filter Test
- Excellent Fine Grit Retention
- Sleek, Compact Design
- Stainless Steel Construction
- Large Capacity
- Triple Washing Action
- Made in America

Why a PISTA® TURBO™ Grit Washer?

- Increasing Landfill Restrictions and Disposal Costs
- Growing Concerns About Odor and Disease-Carrying Insects
- Opportunity to Reuse/Sell Cleaned Grit for Road Bedding
- Planning for Stricter Environmental Regulations in United States

Additional Links:

Headwork Retrofits

<https://smithandloveless.com/products/headworks-retrofits>

OPTIFLOW 270

<https://smithandloveless.com/products/grit-removal-systems/optiflow-270-baffle-system>

Grit Washing & Dewatering

<https://smithandloveless.com/products/grit-washing-dewatering>

GRIT THE FACTS: The Truth About Grit & Grit Removal

<http://www.gritthefacts.com/index.php>

Sincerely,



David Bryan

Retrofit Sales Manager



Smith & Loveless Inc.

Pumping, Headworks & Treatment Solutions

14040 Santa Fe Trail Dr.

Lenexa, KS 66215

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P: 913.888.5201 • F: 913.748.0106

www.smithandloveless.com

Attached Documents:

	Notes on PISTA ® Desgin
	PISTA ® Electrical Sequence
67B255	PISTA ® GRIT CHAMBER ™ Drive Unit
67D136	PISTA ® GRIT CHAMBER ™ Internal Assembly
67B727	PISTA ® OPTIFLOW 270 ® GRIT CHAMBER ™
61C1	PISTA ® TURBO GRIT PUMP ™
CJ-26613	PISTA ® Equipment Scope and Pricing
954	OPTIFLOW 270 ® Bulletin
976	PISTA ® TURBO GRIT PUMP ™ Bulletin

ENGINEERING DATA

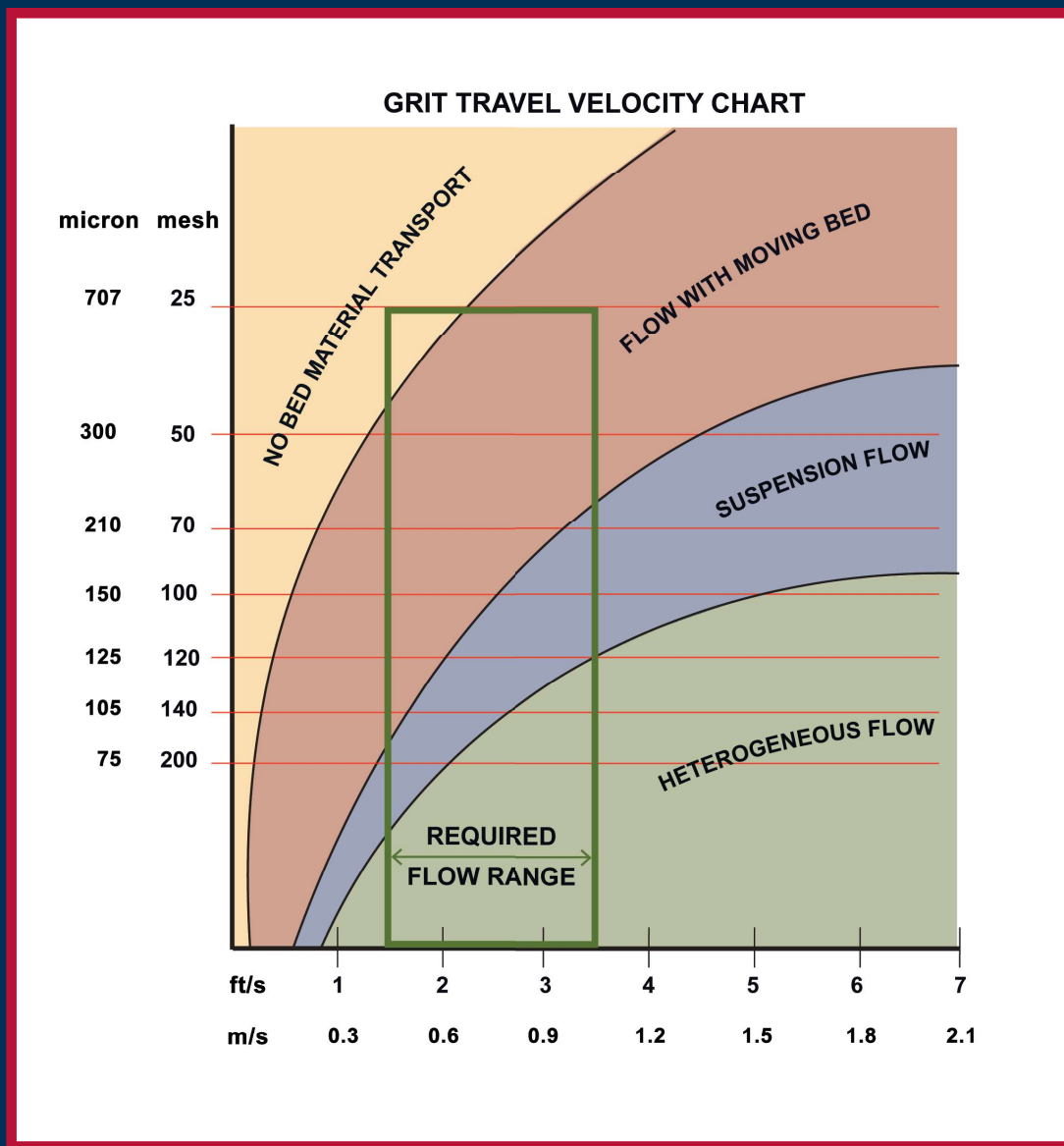


Smith & Loveless Inc.

14040 Santa Fe Trail Drive
Lenexa, KS 66215
smithandloveless.com



Notes on Design





Smith & Loveless Inc.®

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PURPOSE

The **PISTA®** Grit Removal System is a complete grit removal system that includes the **PISTA®** Grit Chamber, the **PISTA® TURBO™** Grit Pump, the **PISTA®** Grit Concentrator, and the **PISTA® TURBO™** Grit Washer (or the **PISTA®** Grit Screw Conveyor). Each component has been specifically designed for the capture, washing and dewatering of fine grit.

The **PISTA®** Grit Chamber handles grit removal for it is sewage, water, or an industrial liquid flow application. It removes grit from an incoming water or wastewater stream. It is designed to remove grit in its standard configuration down to 0.106 mm or 105 Microns in size (140 Mesh). The **PISTA®** Grit Chamber also does an excellent job separating organics from the grit. Ideally, the upper magnitude for the grit would be approximately 2.0 mm or 2,000 Microns (10 Mesh). Larger sizes would be collected as long as the specific gravity is around 2.5 or greater. Organics are kept in suspension in the waste by means of the density difference. Where other grit removal devices are sensitive to flow variations, the **PISTA®** Grit Chamber's velocities at the middle of the unit, where organics are separated from the grit, are maintained near an optimum design value at all flows.

Organics are kept in suspension because of their lighter density or specific gravity. The grit and any organics that are captured in the **PISTA®** Grit Chamber are moved along the flat bottom of the grit chamber. As they near the center, the particle velocity is increased by a specially designed axial flow propeller and resultant induced spiral flow. The lifting force on the particle attached to the bottom is a function of the cross-sectional area and the velocity squared. The lighter, larger organics are fluidized into the main stream through the grit Chamber. Only a small gap is provided between the torque tube and the floor plate to allow the grit to enter the storage hopper while the lighter organics are detached from the flat bottom and drawn upward to the effluent flume.

Because no device is 100% efficient, a small percentage of organics will be trapped with the grit. The second stage **PISTA®** Grit Concentrator, located on the grit discharge line, is designed for ultimate separation of organics. This second stage concentrator returns virtually all organics and most of the excess water to the inlet channel of the **PISTA®** Grit Chamber.

Final dewatering may be accomplished by discharging directly into the Smith & Loveless dewatering screw, with parallel plate separator.

POSITION IN THE TREATMENT PROCESS

The nature of the operation of the **PISTA®** Grit Chamber dictates where it should be installed. Our general recommendation is that it should be placed before anything else in the treatment plant except a suitable bar rack to prevent sticks and other foreign objects from entering the **PISTA®** Grit Chamber. Being located ahead of all other equipment in a treatment plant, it will remove the grit which can quickly cause mechanical failure, excessive wear on downstream mechanical devices, or accumulate in basins and channels.

The head loss in the **PISTA®** Grit Chamber (1/4" or 6 mm maximum, except for **PISTA® 360™** Grit Chamber with **V-FORCE BAFFLE™** or **OPTIFLOW 270®**) is no more than in an open flume. Consult the factory for head loss for the **PISTA® 360™** Grit Chamber with **V-FORCE BAFFLE™** or **OPTIFLOW 270®**, as it differs per application. This makes it ideal for installation as an initial phase of a treatment process. It also makes it ideal for the insertion into an already existing flow scheme.

PISTA® Grit Chambers can be installed above ground or below ground. They can be supplied in steel for easy installation and/or attachment to a concrete channel. They can be installed in multiples for added flow and reliability. Their low cost and small space requirement make it possible to protect almost any size plant from the detrimental effects of grit. The low power usage requirements for the **PISTA®** Grit Chamber also make it ideal for any size plant.

The **PISTA®** Grit Chamber can be applied in the municipal or industrial process schemes for pretreatment of raw water or wastewater. Industrially, there are many applications. Independent tests have, for example, proven the Smith & Loveless, Inc. **PISTA®** Grit Chamber to be far superior to other grit removal devices in the handling of fly ash from power generating plants. Smith & Loveless, Inc. has the technical expertise and laboratory facilities to test samples and we are eager to assist you in utilizing this cost effective separation system.



Smith & Loveless Inc.®

14040 Santa Fe Trail Drive
Lenexa, KS 66215
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OPERATION

The **PISTA®** Grit Chamber operates on the vortex principle. The hydraulics force the grit to the chamber floor. The grit is propelled to the floor sufficiently so as not to be within the influence of the chamber outlet. The grit on the chamber floor, along with other material, is propelled along the chamber floor towards the center and into the hopper. The flow is directed by the chamber wall and moves circumferentially, across the bottom to the center (still moving in a circle), up in the middle to the top of the surface, and across the top while continuing to move in a circle to the outside. When the solids approach the middle, the propeller induces an upward flow, where lighter organics are lifted from the heavier grit particles to clean the grit and returned to the flow passing through the **PISTA®** Grit Chamber. The grit moves inward and drops into the center storage hopper. The **PISTA®** is designed to handle flows up to the unit's rated peak flow rate. Normally, low flows are not a problem unless velocities become too low which can lead to grit deposition in channels. The influent channel velocities should be maintained between 1.6 and 3.5 feet per second (fps) (0.5 and 1.1 meters per seconds (mps). Initial peak flows should exceed 2 fps (0.6 mps) to re-suspend any grit which may have accumulated during very low flows. High flows more than the rated peak flow can cause a reduction in efficiency of grit removal. If grit removal is impaired because of high flows, an additional **PISTA®** GRIT CHAMBER™ needs to be considered.

Each feature of the **PISTA®** Grit Chamber makes an important contribution to the overall performance. Any alteration in dimension or placement can seriously affect the efficiency of grit removal. The **PISTA®** Grit Chamber offers more discrete separation and superior handling of organics. Specific design features surrounding the inlet baffle when used in conjunction with the coanda ramp, upper chamber and other velocity control mechanisms should not be altered.

When sufficient grit is accumulated in the storage hopper, the grit must be removed. Grit removal may be performed manually or automatically.

Manual operation involves only the following steps:

1. Close the discharge plug valve.
2. Turn the switch for the **PISTA® TURBO™** Grit Pump to the "On" position. This will initiate the pump priming cycle. When the vacuum pump stops running the **PISTA® TURBO™** Grit Pump is

primed and will start.

3. Open the discharge plug valve and operate the pump until all the grit is removed.
4. Shut off the pump and leave the discharge plug valve open so that the contents of the discharge pipe and pump can drain back into the **PISTA®** Grit Chamber. In cold weather, the discharge valve should be left open to prevent freezing in the closed position.

The manual grit removal operation is now completed.

Automatic operation is as follows:

1. The 24-hour timer, or push to initiate button, initiates the grit removal cycle.
2. When the grit removal cycle is initiated, the pneumatically operated pinch valve on the pump discharge closes.
3. The recommended flush water sequence is detailed on page D3.
4. The vacuum pump starts simultaneously with the pneumatic valve operator and draws water up into the pump. The vacuum pump runs until the liquid level reaches the **SONIC START®** sensor.
5. The liquid touches the **SONIC START®** sensor, which signals the control system to close the priming solenoid valve and shut-off the vacuum pump.
5. The **PISTA® TURBO™** Grit Pump starts and the pneumatically operated valve opens. The **PISTA® TURBO™** Grit Pump operates for an adjustable period set for the amount of time for the grit to be removed. This should be set for the early morning period and other such times during the day as may be necessary.
6. When the **PISTA® TURBO™** Grit Pump stops, the valve remains open to allow the contents of the discharge pipe and pump to drain back into the **PISTA®** Grit Chamber.

This completes the automatic grit removal cycle.

STORM FLOW TIMER OVERRIDE SEQUENCE

While the 24 hour clock-timer is sufficient for typical peak flow cycles, it may be advisable to coordinate the grit pumping frequency with the flow into the chamber when extreme storm events may cause abnormal grit volumes in a short time. This may be done by initiating an extra grit removal cycle from a simple high water



level switch in the inlet flume, or, if PLC controls are incorporated, a signal from the plant's flowmeter or signal from the influent pump station, could be used to trigger additional grit removal cycles. During this time the timer sequence of operation will be overridden.

FLOW-PACED GRIT PUMPING

For installations with large I&I contributions or other wide variations in flow and grit content, using flow-paced grit pumping in lieu of timed control gives improved results. This integrates the PLC based controls for sequencing the grit system, with a signal from a flow measuring device (provided by others) in the flow stream through the grit chamber. Together, they pace grit pumping with the flow through the grit chamber.

High flow rates usually bring with them high grit concentrations, as grit in the collection system becomes re-suspended and carried to the WRRF, so collected grit accumulates faster at these times.

The PLC is programmed to initiate a grit removal cycle whenever the measured flow reaches a pre-set value, over-riding the timed sequence. This assures that the collected grit does not accumulate to an excessive depth in the hopper, and discharges it before it has a chance to settle and compact. So, grit may be discharged several times during a storm event, instead of the regular timed cycle.

The second stage **PISTA®** Grit Concentrator operates on the constant flow principle and is sized to match the discharge from the **PISTA® TURBO™** Grit Pump. The grit is discharged out the bottom, while most of the water and organic material are returned to the inlet of the **PISTA®** Grit Chamber via a return line connected at the top of the second stage concentrator.

The pressure required to effectively operate the second stage concentrator is readily available from the **PISTA® TURBO™** Grit Pump. An airlift device is not adequate for this purpose.

HYDRAULICS

The influent flow, in a typical wastewater treatment system, is subjected to a significant degree of variation during the day and from start-up to design conditions. The Smith & Loveless, Inc. **PISTA®** Grit Chamber should be selected so that the peak design flow rate is within the recommended maximum flow of the unit. An

important feature of the **PISTA®** Grit Chamber is that no decrease in efficiency is experienced at flows less than the design rate.

PISTA® Model	Recommended Max. Flow (Eng.)	Recommended Max. Flow Metric
0.5/0.5A/0.5B	0.5 MGD	1,892 CMD
1.0/1.0A/1.0B	1.0 MGD	3,785 CMD
2.5/2.5A/2.5B	2.5 MGD	9,465 CMD
4.0/4.0A/4.0B	4.0 MGD	15,140 CMD
7.0/7.0A/7.0B	7.0 MGD	26,495 CMD
12.0/12.0A/12.0B	12.0 MGD	45,420 CMD
20.0/20.0A/20.0B	20.0 MGD	75,700 CMD
30.0/30.0A/30.0B	30.0 MGD	113,550 CMD
50.0/50.0A/50.0B	50.0 MGD	189,250 CMD
70.0/70.0A/70.0B	70.0 MGD	265,000 CMD
100.0/100.0A/100.0B	100.0 MGD	378,500 CMD

Specific dimensional data dealing with each size **PISTA®** Grit Chamber is provided with the drawings. It is important to adhere to the recommendations in these tables. Liquid levels tabulated are for peak design flow rates.

The entrance flume or pipe into the **PISTA®** Grit Chamber should provide for a smooth laminar type flow with little turbulence. To optimize this, we recommend a straight run into the **PISTA®** Grit Chamber as shown on the drawings. Note this requirement is greatly reduced in the **PISTA® 360™** Grit Chamber with **V-FORCE BAFFLE™** and **PISTA® 360™** Grit Chamber without baffle.

If at all possible, the entrance to the **PISTA®** Grit Chamber should be exactly as shown on the drawings. Please contact Smith & Loveless for any needed assistance.

The downstream channel should maintain a constant elevation and be without 90° bends or channel narrowing that is not shown on the drawings. The **PISTA® 270™** Grit Chamber needs the channel raised and narrowed for flow control. The use of the **V-FORCE BAFFLE™** or the **PISTA® 360™** Grit Chamber eliminates the required downstream channel. To maintain proper water velocities in the **PISTA®**, there can be no downstream restrictions that would cause the water levels in the effluent channel to be higher than it would be with a free-flowing flume.



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We again ask that you contact us if there are any questions, or it is not possible to optimize the installation using these guidelines.

PISTA® GRIT CHAMBER LAYOUT

The **PISTA®** Grit Chamber is designed such that the most ideal velocity arrangement is if the downstream channel is a free flowing flume. On certain larger **PISTA® 360™** Grit Chamber Model A units, the level is controlled by a submerged weir located in the discharge channel. The downstream side of the weir should be a free flowing flume.

The straight length of influent channel required varies according to the model and type of chamber configuration. The **PISTA® 360™** Grit Chamber with **V-FORCE BAFFLE™** and without baffle units have greatly reduced influent channel straight lengths, as shown on the drawings. If obtaining the necessary influent channel length becomes a problem for the **PISTA® 270™** Grit Chamber, consider rotating the chamber such that any required bends are placed in the effluent flume, in accordance with the downstream channel limitations.

The straight-in arrangement (seen on this page) for **PISTA® 270™** units offer increased length of the influent channel having virtually the same space requirement, and an equivalent number of 90° bends.

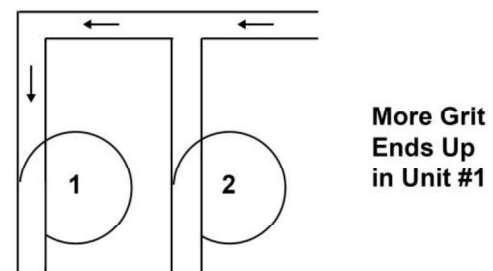
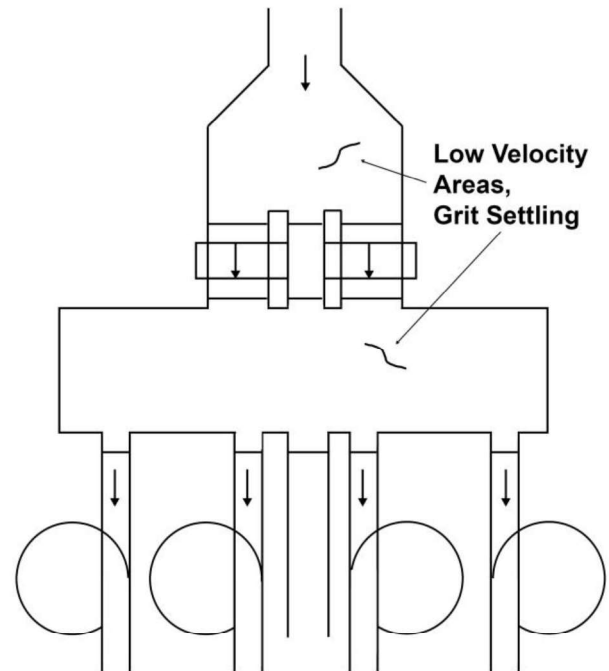
UNEVEN GRIT DISTRIBUTION AND UPSTREAM TRANSPORT

Since grit is not uniformly distributed in open channel wastewater flow, it is important to avoid bends in the inlet channels ahead of the grit removal system which may result in uneven grit distribution across the channel width or, more especially, where the non-uniform flow will result in the uneven distribution of the grit between multiple grit removal units, where the flow divides, loading one unit with much more grit than others.

It is equally important to avoid all low velocity areas in the upstream channels, basins, wells, flumes, splitter boxes and screens, where grit may settle out before reaching the grit removal equipment. This may result in grit accumulations which must be eventually manually cleaned out, or may be re-suspended by extreme peak flows, and overload the removal equipment downstream. This scenario can create a perceived notion that the grit system is not removing grit.

However, to measure performance, grit must reach the chamber for removal.

EXAMPLES OF POOR LAYOUTS





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PISTA® TURBO™ GRIT REMOVAL PUMP

The Smith & Loveless, Inc. **PISTA® TURBO™** Grit Pump is mounted directly on top of the flanged center pipe for discharging the grit from the storage hopper of the **PISTA®** Grit Chamber. Remote Mounted arrangements are available, but the Top-Mounted configuration is best. The **PISTA® TURBO™** Grit Pump, when used in conjunction with the **PISTA®** Grit Concentrator, eliminates the necessity for air blowers for lifting and provides the pumping head and capacity necessary for optimizing the efficiency of the second stage **PISTA®** Grit Concentrator. The reduced discharge rate/under-flow from the second stage concentrator greatly improves the performance of the final dewatering screw or other device.

PISTA® TURBO™ GRIT PUMP SELECTION

The Smith & Loveless, Inc. **PISTA® TURBO™** Grit Pump is an excellent grit pumping device, and in most cases, will satisfy the need for lifting the grit to the required elevation. Suction lift, of course, should be held to a minimum, placing the **PISTA® TURBO™** Grit Pump directly on top of the **PISTA®** Grit Chamber whenever possible.

The **PISTA® TURBO™** Grit Pump discharge line should be as short as practical and will need to contain a full opening eccentric plug valve as shown on the drawings. The plug valve is required for priming and if automatic grit removal is desired, it will need to be a pneumatically operated pinch valve.

The vacuum priming system should be located adjacent to the **PISTA® TURBO™** Grit Pump. It will normally be provided in a weatherproof enclosure mounted on the drive unit for the **PISTA®** Grit Chamber.

The Top-Mounted vacuum primed **PISTA® TURBO™** Grit Pump should always be employed in conjunction with the Smith & Loveless, Inc. second stage **PISTA®** Grit Concentrator. The optimum rate through the **PISTA®** Grit Concentrator is established by selecting the pump for 250 GPM (15.8 lps) based on the following friction coefficients applicable to Schedule 40 steel pipe. Typically, Models 0.5 to 20.0 will use a four-inch (4") (100 mm) pump and a **PISTA®** 250 GPM (15.8 lps) Grit Concentrator. Typically, Models 30.0 and larger will use a six-inch (6") (150 mm) pump and **PISTA® DURALYTE®** 500 GPM (31.6 lps) Grit Concentrator.

Nominal Pipe Size		Flow		Velocity		Friction Loss	
Inch	mm	GPM	lps	Ft/Sec	m/sec	Ft/100 Ft	m/100 m
4"	100	250	15.8	6.3	1.9	4.6	4.6
6"	150	500	31.6	5.7	1.7	2.4	2.4

When selecting the **PISTA® TURBO™** Grit Pump, the first thing to consider is the allowable static suction lift. Referring to the pump performance rating curves in this section, you will note that the allowable static suction lift varies from 0' to 20' (0 to 6.1 m). These static suction lift ratings shown should be reduced one-foot (0.3 m) for each 1000' (305 m) elevation above mean sea level. They relate to the physical lift as shown on the drawings and the friction loss in the 4" (100 mm) suction pipe need not be considered.

However, to compensate for lifting the grit, it will be necessary to correct the actual elevation difference between the centerline of the pump casing and the low water level in the **PISTA®** Grit Chamber, for the specific gravity of the slurry. See Pages C7 – C10 for Pump Design Calculations.

ENGINEERING DATA

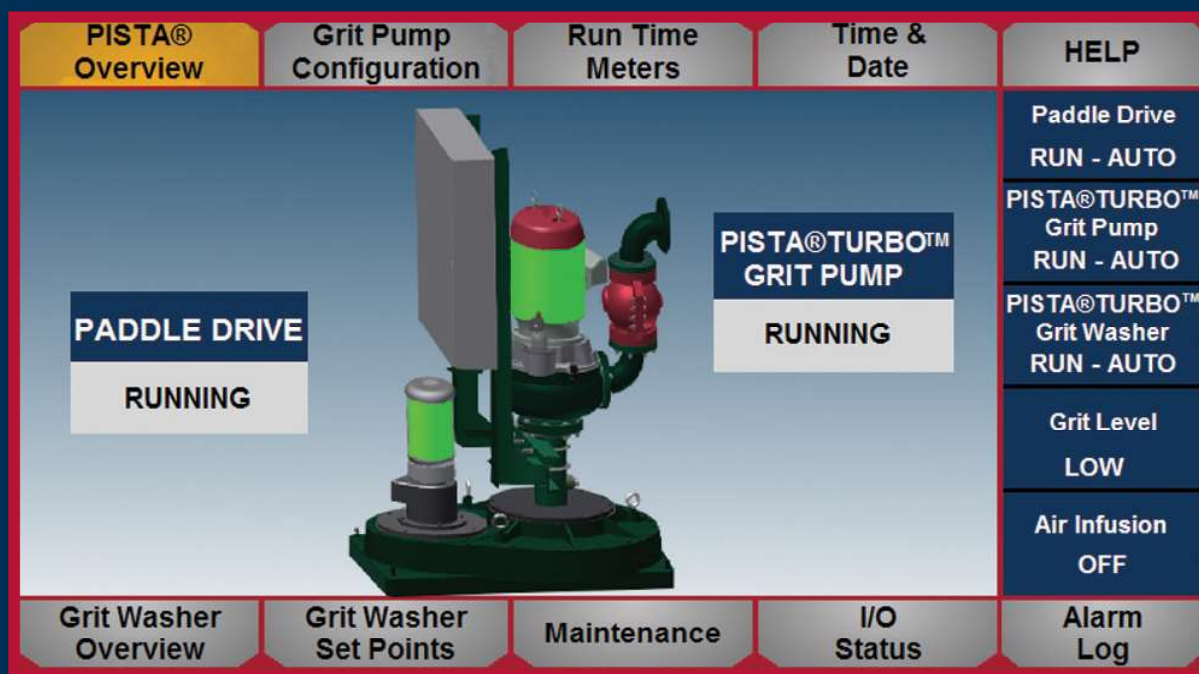


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Electrical Sequence of Operation





ELECTRICAL SEQUENCE OF OPERATION FOR THE **PISTA®** GRIT REMOVAL SYSTEM USING THE TOP-MOUNTED **PISTA® TURBO™** GRIT PUMP

The Smith & Loveless **PISTA®** Grit Removal System is a complete grit removal system. It includes a paddle drive unit for the **PISTA®** Grit Chamber, a Top-Mounted **PISTA® TURBO™** Grit Pump for grit removal from the **PISTA®** Grit Chamber, a **PISTA®** Grit Concentrator for grit washing and hydraulic load reduction, and a **PISTA® TURBO™** Grit Washer (or **PISTA®** Grit Screw Conveyor) for dewatering material discharged by the **PISTA® TURBO™** Grit Pump. Additionally, Smith & Loveless supplies a control panel to automatically control the operation of this system. The proper sequence of each piece of equipment is important to maintain efficient operation of the system.

The **PISTA®** Grit Chamber's paddle drive runs continuously. There is no reason to shut down the paddle drive except for preventative maintenance or repair. An "Off-On" selector switch on the front of the control panel controls the drive.

The **PISTA® TURBO™** Grit Pump and **PISTA® TURBO™** Grit Washer (or **PISTA®** Grit Screw Conveyor) operate as a unit in the automatic mode to remove the grit from the bottom of the **PISTA®** Grit Chamber. Each has its own Hand-Off-Auto selector switch, if needed, for manual operation.

The **PISTA® TURBO™** Grit Pump is controlled by a 24-hour, 96-pin clock-timer controlling the frequency of initiation of the pump. In parallel with the timer, there is a pushbutton on the panel for manual starting of the **PISTA® TURBO™** Grit Pump at anytime without interfering with the timed cycle. Once the **PISTA® TURBO™** Grit Pump is running there is a timer to control the length of time the pump operates each cycle. The **PISTA® TURBO™** Grit Pump stops when the timer "times out". The priming of the pump starts automatically within the startup sequence of the **PISTA® TURBO™** Grit Pump. The **PISTA® TURBO™** Grit Pump will only start after it receives a signal from a control relay saying that it has primed. There is also a "Fail" timer on the prime circuit. If it takes too long to prime, the grit cycle shuts down and a prime fail light on the panel illuminates.

The **PISTA® TURBO™** Grit Washer (or **PISTA®** Grit Screw Conveyor) will start once the **PISTA® TURBO™** Grit Pump is proven to be running. It is connected to an adjustable "Off Delay" timer to continue running (10-15 minutes) to remove all the grit once the **PISTA® TURBO™** Grit Pump is shut off. Once the conveyor stops, the entire system is reset and ready for the next cycle. If the conveyor fails to start within 30 seconds, a timer will also time out and shut down the **PISTA® TURBO™** Grit Pump.

The recommended flush water sequence is detailed on page D3.



ELECTRICAL SEQUENCE OF OPERATION FOR THE PISTA® GRIT REMOVAL SYSTEM USING THE FLOODED SUCTION REMOTE-MOUNTED PISTA® TURBO™ GRIT PUMP

The Smith & Loveless **PISTA®** Grit Removal System is a complete grit removal system. It includes a paddle drive unit for the **PISTA®** Grit Chamber, a Flooded Suction Remote-Mounted **PISTA® TURBO™** Grit Pump for grit removal from the **PISTA®** Grit Chamber, a **PISTA®** Grit Concentrator for grit washing and hydraulic load reduction, and a **PISTA® TURBO™** Grit Washer (or **PISTA®** Grit Screw Conveyor) for dewatering material discharged by the **PISTA® TURBO™** Grit Pump. Additionally, Smith & Loveless supplies a control panel to automatically control the operation of this system. The proper sequence of each piece of equipment is important to maintain efficient operation of the system.

The **PISTA®** Grit Chamber's paddle drive runs continuously. There is no reason to shut down the paddle drive except for preventative maintenance or repair. An "Off-On" selector switch on the front of the control panel controls the drive.

The **PISTA® TURBO™** Grit Pump and **PISTA® TURBO™** Grit Washer (or **PISTA®** Grit Screw Conveyor) operate as a unit in the automatic mode to remove the grit from the bottom of the **PISTA®** Grit Chamber. Each has its own Hand-Off-Auto selector switch, if needed, for manual operation.

The **PISTA® TURBO™** Grit Pump is controlled by a 24-hour, 96-pin clock timer controlling the frequency of initiation of the pump. In parallel with the timer, there is a pushbutton on the panel for manual starting of the **PISTA® TURBO™** Grit Pump at anytime without interfering with the timed cycle. Once the **PISTA® TURBO™** Grit Pump is running there is a timer to control the length of time the pump operates each cycle. The **PISTA® TURBO™** Grit Pump stops when the timer "times out".

The **PISTA® TURBO™** Grit Washer (or **PISTA®** Grit Screw Conveyor) will start once the **PISTA® TURBO™** Grit Pump is proven to be running. It is connected to an adjustable "Off Delay" timer to continue running (10-15 minutes) to remove all the grit once the **PISTA® TURBO™** Grit Pump is shut off. Once the conveyor stops, the entire system is reset and ready for the next cycle. If the conveyor fails to start within 30 seconds, a timer will timeout and also shut down the **PISTA® TURBO™** Grit Pump.

The recommended flush water sequence is detailed on page D3.



SPECIFICATIONS FOR PLC ELECTRICAL CONTROLS FOR AUTOMATIC GRIT REMOVAL

The grit system control equipment shall be mounted in a NEMA Type 4X stainless steel enclosure with hinged, lockable doors.

All components within the control panel shall be UL listed or recognized, and the complete grit system control panel itself shall be labeled as a UL 508A General Use Industrial Control Panel.

To facilitate wire tracing and servicing, the control wiring shall be run in enclosed wireways, with removable covers, rather than tied up in bundles.

Control relays up to 6-amp capacity shall be the modular, plug-in type, with integral LED indicating lights to show activation. Larger control relays shall be enclosed to be “finger safe”.

A duplex GFI protected convenience outlet shall be provided in the panel for operation of 120-volt AC devices.

Thermal magnetic air circuit breakers shall be provided for branch disconnect service and short-circuit protection of all auxiliary circuits, and thermal magnetic circuit breakers with lockout capability shall be provided for each drive and pump motor, matched to the motor inrush current.

Magnetic across-the-line starters with 24-volt coils and solid-state overload protection for each phase shall be provided for each motor to give positive protection against phase unbalance, thermal overload, phase loss and ground fault. To provide the fastest trip speed and for ground fault protection, only solid-state overload protection will be used, and motor starters using heater coils will not be acceptable. Each single-phase auxiliary motor shall be equipped with an over-current protection device in addition to the branch circuit breaker, or shall be impedance protected. Circuit breakers shall be used in lieu of fuses, to eliminate the need for stocking spare fuses. All switches shall be labeled and a coded wiring diagram shall be provided.

If required, individual NEMA 7 Hand-Off-Automatic selector switches shall be provided for the pump and dewatering device drives and the flush water solenoid control.

An On-Off selector switch shall be provided to operate the propeller drive motor starter.

To control the operation of the grit removal and dewatering system, and monitor the control, environmental and alarm functions, a specially preprogrammed, dedicated microprocessor-based control system shall be provided. The controller shall interface with the panel display unit, motor starters, flush water, accessories and alarm functions through digital and analog input and output ports as required. The digital controls shall operate on 24 volts or less, to eliminate shock hazard.

The 24-volt DC power supply shall be overload protected to be “crowbar safe” and will return to operation when a short is removed. Program integrity shall be maintained by battery-backed RAM. A surge suppressor with power filter shall be provided for the control circuits.

A NEMA 4X rated display unit shall be mounted through the front of the panel to provide operator input to and visual output from the microprocessor controller. An aluminum hood to shade the HMI display from direct sunlight shall be mounted on the face of the control panel. The metal shade shall cover the entire display, shield the top and sides of the display, and shall be hinged to fold over the display and stow against the front of the panel.

This interface shall be a 7” wide screen graphic interface with DSTN 65K-color Liquid Crystal Display with backlighting and resistive-type touch screen, for data input and programming. The display shall have a “sleep” feature to prolong screen



life. A minimum of 11 (eleven) menu screens shall be available for display and management of paddle drive, grit pump and grit washer (optional) functions including, but not limited to:

Menu screens shall be available for display and management of grit system control functions listed below:

Display Functions:

- Graphical motor running indication
- General alarm indication
- Individual alarm indicators for each alarm function (with time and date)
- Paddle drive run time
- Grit pump run time
- Grit Washer run time (if furnished)
- Alarm silencing
- Date & time indication with set time functionality
- I/O status for trouble shooting
- Schedule maintenance items
- "Help" screens

Field Programming Functions:

- Select English or Spanish language display mode
- Grit removal schedule or return to default settings
- Grit pump run time or return to default settings
- Flush water on time or return to default settings
- Silence audible alarm
- Reset running time meters
- Set date/time

Provisions shall be made to allow interfacing the grit system PLC with a Customer supplied SCADA system, using an Ethernet IP connection.

To control the operation of the **PISTA® TURBO™** Grit Pump, a manual Hand-Off-Automatic selector switch shall be provided. In the Automatic position, control shall be from the PLC program, with a manual push button to override the timed program and initiate a pumping cycle. A manual push button shall also be provided to reset the grit removal cycle. The program shall be capable of initiating grit pumping cycles at adjustable intervals throughout the day. The pumping cycle and dewatering device cycle lengths shall also be programmable.

All necessary capacitors, relays, diodes, etc., shall be provided as shown on the schematic diagram. In order to ensure continuity of operation, the Manufacturer of the **PISTA®** Grit Chamber shall provide these controls, and the full-opening pneumatically controlled pinch valve for installation on the grit discharge line as shown on the drawings.

WARRANTY

The Manufacturer of the equipment shall warrant for one (1) year from date of startup, not to exceed eighteen (18) months from date of shipment, that all equipment he provides will be free from defects in material and workmanship.

In the event a component fails to perform as specified, or is proven defective in service during the warranty period, the Manufacturer shall repair or replace, at his discretion, such defective part. The cost of labor and all other expenses resulting from replacement or replacement of parts is not included.

The repair or replacement of those items normally consumed in service such as seals, grease, light bulbs, etc., shall be considered as part of routine maintenance and upkeep.

It is not intended that the Manufacturer assume responsibility for contingent liabilities or consequential damages of any nature resulting from defects in design, material, workmanship or delays in delivery, replacement or otherwise.

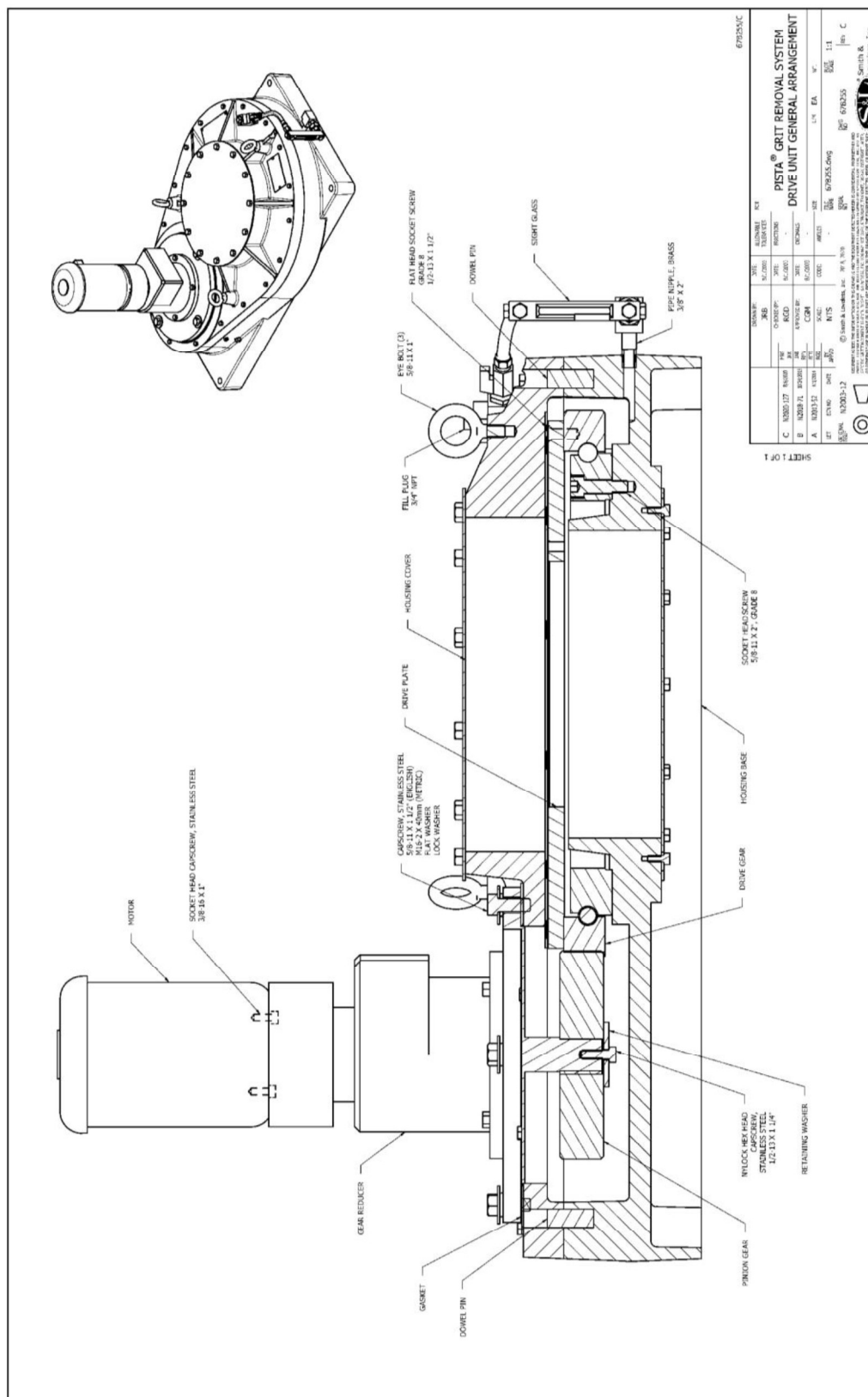
ENGINEERING DATA



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PISTA® Grit Chamber
Drive Unit
Drawing 67B255
Page P12



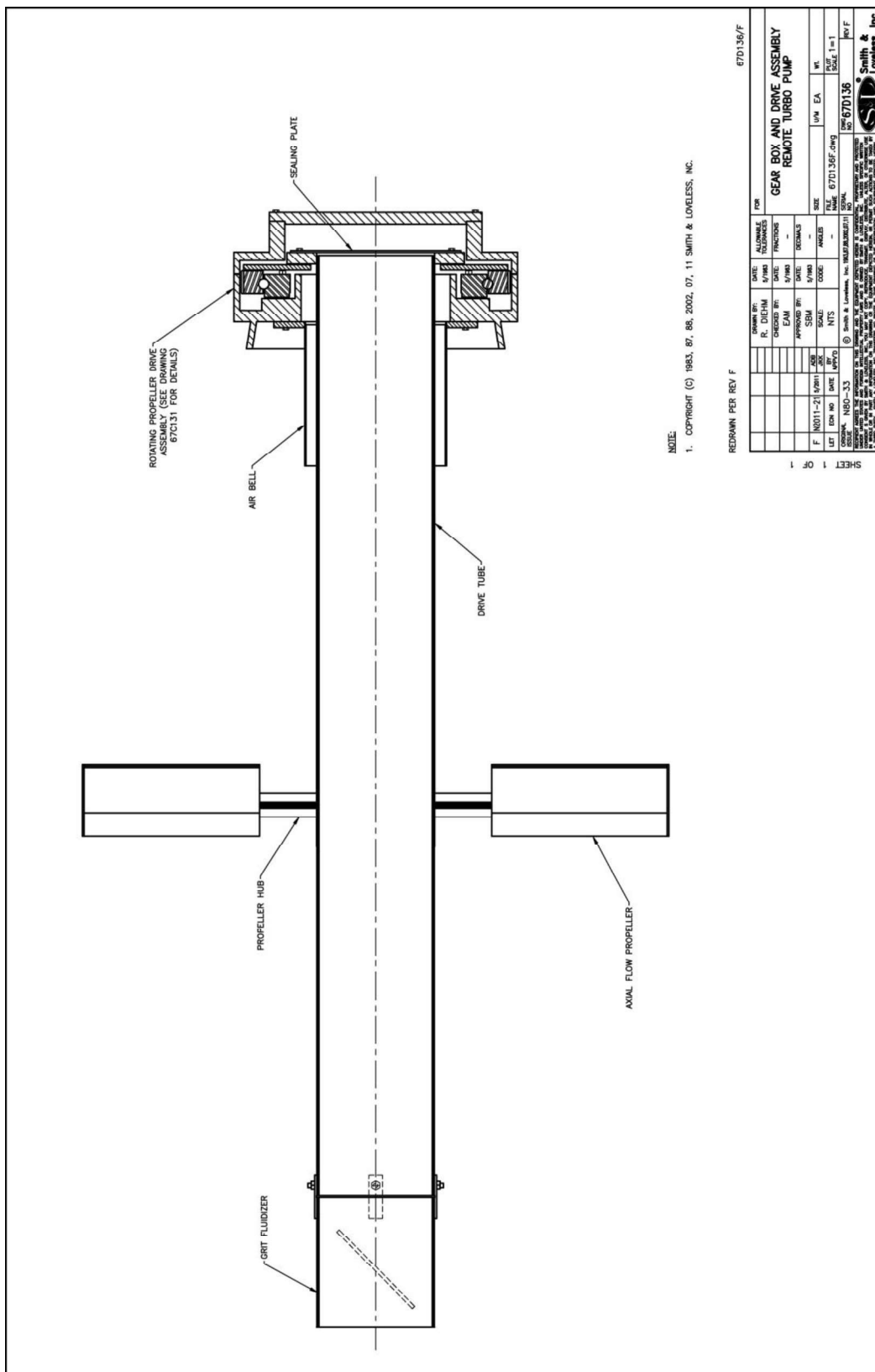
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PISTA® Grit Chamber
Gear Box and
Pump Lift Mounting Assembly
Remote-Mounted Grit Pump
Drawing 67D136
Page P14



ENGINEERING DATA



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OPTIFLOW 270®

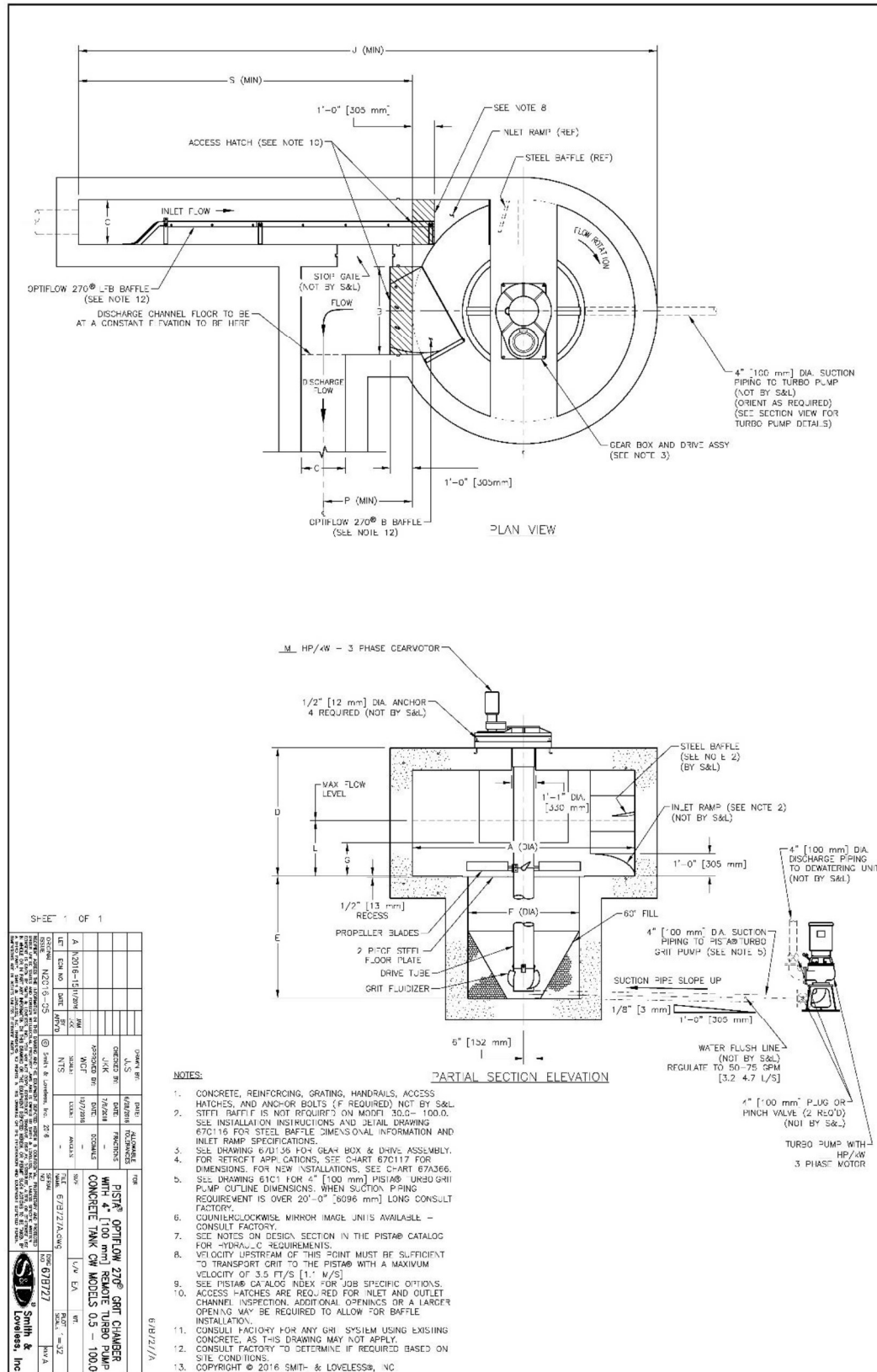
Baffle System

Models 0.5 – 100.0 with

4" / 100 mm Remote-Mount Grit Pump

Drawing 67B727

Page K29



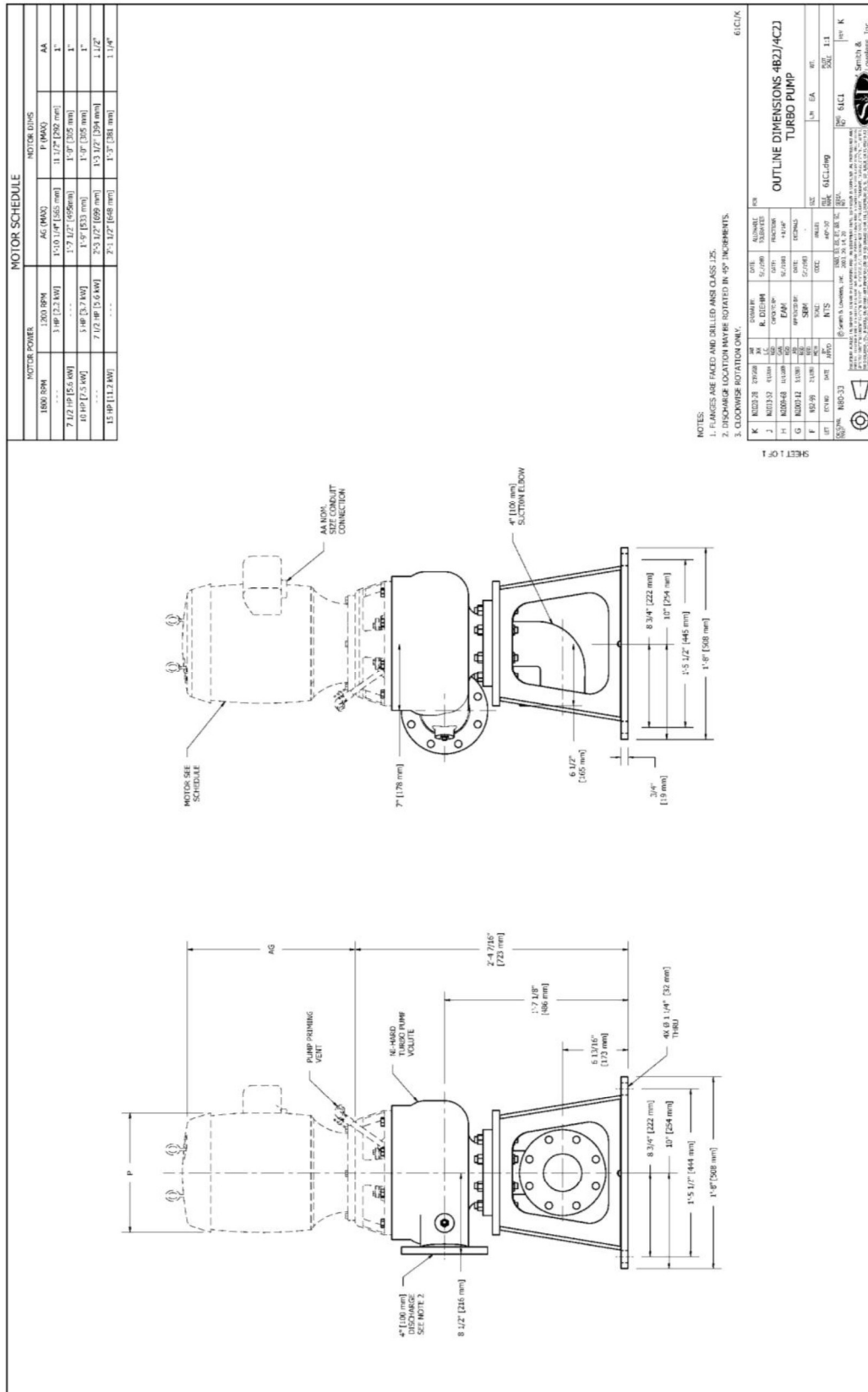
ENGINEERING DATA



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PISTA® TURBO™ Grit Pump
4B2J Pump
Outline Dimensions
Drawing 61C1
Page O2





Smith & Loveless, Inc.

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USA
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SALES AGREEMENT

NAME AND ADDRESS	QUOTATION DATE:	March 5, 2024
	INQUIRY NUMBER:	CJ-26613
	ENGINEER:	
	SERIAL NUMBER:	03-0981
	PROJECT NAME:	
	JOB LOCATION:	Ft. Atkinson, WI

SMITH & LOVELESS®, INC. having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following equipment is subject to all provisions set forth in this Sales Agreement. **The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or bind Seller in any way.**

SMITH & LOVELESS®, INC. is pleased to offer our quotation for the following:

Pista Internals:

ONE **SMITH & LOVELESS®** Model 12 **PISTA® GRIT CHAMBER™** Mechanism, suitable for installation in a concrete structure 12' dia. x 5' deep with a concentric 5' dia. x 6' x 8" deep grit well and concrete bridge; concrete structure by others.

The **PISTA® GRIT CHAMBER™** mechanism shall include a helical gear reducer driven by 1.5 HP, 3/60/460 V, explosion-proof premium efficiency motor, spur gear final drive head, propeller, drive tube, **PISTA® GRIT FLUIDIZER™**, removable grit well cover plates, and accessories as described herein. Constructed of carbon steel.

ONE PLC Panel in a NEMA 4 Enclosure, for automatic **PISTA® GRIT CHAMBER™** controls. Panel shall control existing **PISTA® GRIT CHAMBER™** propeller drive unit, existing remote-mounted turbo grit pump, and existing dewatering conveyor. Panel includes NEMA starters, overload coils, circuit breakers, on-off selector switch for propeller drive, pump HOA switch, and pumping cycle manual selector switch.

Optiflow Baffles:

ONE Custom Engineered **OPTIFLOW 270®** Baffle System, based on the actual flow data supplied by the customer to include:

- **OPTIFLOW 270®LFB** constructed of carbon steel to be installed in the inlet channel to the existing **PISTA® GRIT CHAMBER™**. The **OPTIFLOW 270®LFB** shall be custom designed to maintain the optimum inlet channel velocity, while also maintaining minimum turbulence, ensuring that the grit travels into the chamber rather than settling out in the inlet channel.
- **OPTIFLOW 270®B** Exit Baffle constructed of carbon steel. The **OPTIFLOW 270®B** Exit Baffle shall provide vertical flow separation within the chamber and reduce the weir effect at the outlet, preventing grit from escaping before it is drawn into the center for removal.

Turbo Grit Pump:

ONE SMITH & LOVELESS® Model 4B2J Flooded Suction Remote-Mounted **PISTA® TURBO GRIT PUMP™**. Shall have a 7.5 HP, 1200 RPM, 3/60/460 V, explosion-proof motor. The Ni-Hard pump impeller shall be trimmed to 9 $\frac{3}{8}$ " for a design point of approximately 250 GPM at 21' TDH. Each 4B2J **PISTA® TURBO GRIT PUMP™** includes motor, motor adapter, bronze seal housing assembly with mechanical seal, Ni-Hard impeller, Ni-Hard volute, pump stand, and suction elbow.

CORROSION PROTECTION

All fabricated steel components shall be commercial blasted and prime coated by the manufacturer with one 3-mil DFT coat of red oxide primer prior to shipment. All motors and gearboxes shall be furnished with the original manufacturer's coating. Final touch-up and finish coating shall be the responsibility of the purchasing contractor. Stainless steel, aluminum, and other corrosion-resistant surfaces shall not be coated.

Specifically Not Included

- Unloading/hauling, field assembly/erection or installation
- Interconnecting piping, wiring and conduit
- Field paint or painting
- Lubricants
- Anchorage or anchor bolts
- Field testing, if required
- Performance Testing and/or Grit Removal Efficiency Testing
- Concrete, concrete work, grout, or grouting
- PLC Program Copy (if applicable)
- Modifications to existing suction or discharge piping
- Videotaping of start-up or training sessions
- Any items not specifically included in this sales agreement are specifically excluded from the **SMITH & LOVELESS, INC.®** scope of supply.
- Field vibration testing

Seller will provide Buyer with four hard copies of the O&M Manual, also on CD (.pdf format). Additional copies can be provided for \$50 per copy.

PRICE, SUBMITTAL DATA, AND DELIVERY

Total: \$140,865 - Includes Internals, drive, controls, Optiflow baffles, Turbo grit pump.

We are currently experiencing large increases in the price of materials and components with very little advance notice. Therefore, the sales price of the equipment quoted herein is subject to an escalation in price. Escalation shall be based upon the increase incurred by **SMITH & LOVELESS®, INC.** for the material or components in excess of 5% from the time of quote. The escalation shall be calculated as the percent (%) of increase over 5% of the material/component item and shall include material handling factor and overhead. Such escalation shall be verified through quotes, invoices, or receipts from suppliers to **SMITH & LOVELESS®, INC.**

F.O.B. factory plus any taxes, which may apply. Truck/rail freight allowed to the jobsite, rail siding or nearest unloading area; unloading to be by Buyer. Due to the spike in gas prices, which is beyond the control of Seller at the time of our quotation/bid, a fuel surcharge may need to be assessed at time of shipment.

Quote is valid for 30 days from date of this agreement.

START-UP

Seller will provide two (2) days (one [1] trip) of supervision by a factory technician over initial operation, start-up of equipment, and operator training (if required). If additional days are required, Seller will furnish a factory supervisor for \$1,100 per day including travel time plus actual travel expenses.

Payment is 100% prior to shipment, or with continuing credit approval, 100% Net 30 days from date of shipment or at time of start-up, whichever occurs first.

Seller will provide a one-year standard warranty from date of shipment.

Seller to send submittal data for approval 4 to 6 weeks after receipt of complete details at Seller's factory.

Manufacturing completion is estimated at 22 to 24 weeks (all options) after receipt in Seller's office of approved Submittal Data and/or after all notations or comments have been clarified, approved, and inserted into the manufacturing documents by the Seller. Variations in the time submittal data is returned to Seller and/or submittal data marked 'approved' but which contain contingencies or variations may impact the completion time of the equipment.

Please be advised, delivery quotes are estimates and subject to change based on the current, unpredictable supply chain. **SMITH & LOVELESS®, INC.** cannot guarantee delivery dates, nor accept responsibility for liquidated damages incurred from a late shipment.

If the equipment **SMITH & LOVELESS®** is providing is associated with the retrofit or modification of existing equipment, then field adjustments to the existing and/or new equipment may be required for correct installation. Such adjustments may include but are not limited to, piping modifications, grouting, shimming, control panel or electrical changes, etc. **SMITH & LOVELESS®** is relying on information provided by the customer, the installing contractor, or others regarding the measurement, model or part numbers, drawings, and descriptions of existing equipment in the design and manufacturing of the new equipment for this project. As a result, **SMITH & LOVELESS®** shall not be responsible for any problems or difficulties encountered when fitting-up new equipment with existing equipment.

ADDITIONAL TERMS AND CONDITIONS

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for thirty (30) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller.

Seller reserves the right to amend this Sales Agreement if not signed and returned within thirty (30) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment.

B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.

C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.

D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.

E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.

F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.

2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Sellers estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.

3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.

4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.

5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.

7. WARRANTY & LIABILITY- Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.

8. CLAIM PERIOD- Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.

9. CANCELLATION- Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.

10. SEVERABILITY – If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. STORAGE- If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.

12. DRAWINGS, ILLUSTRATIONS AND MANUALS- Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.

13. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.

14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.

SIGNATURES:

Agreed to this _____ day of _____, _____

Agreed to this _____ day of _____, _____
At Lenexa, KS.

Buyer

SMITH & LOVELESS®, INC.

Seller

By _____
(Print Name)

By _____
(Authorized Signature)

By _____
(Authorized Signature)

Prepared by _____
(Sales Representative)

Address

Is this purchase tax exempt? YES _____ NO _____

If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

NOTE: The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or to bind Seller in any way.

95% Grit Removal Efficiency

100 mesh (150 microns) and Larger

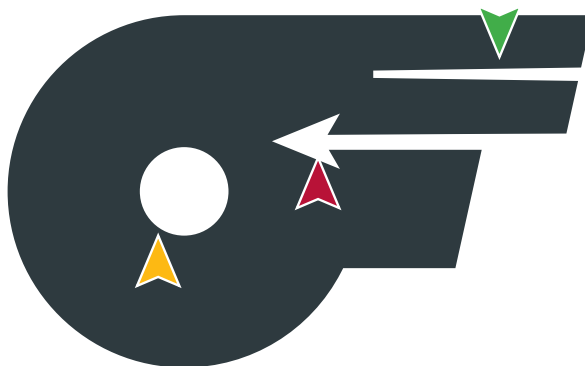


Did you know?

- Over 90% of grit in North America's WWTPs is 100 mesh (150 Microns) or larger.*
- S&L's **OPTIFLOW 270™** Baffle System:
 - Adapts to Any 270° grit system.
 - Removes more grit.
 - Improves efficiency at all flows.

*Based upon actual data gathered in more than 150 certified full-scale grit tests.

OPTIFLOW 270™ Baffle System



THREE ENGINEERED BAFFLES CREATE 95% GRIT REMOVAL



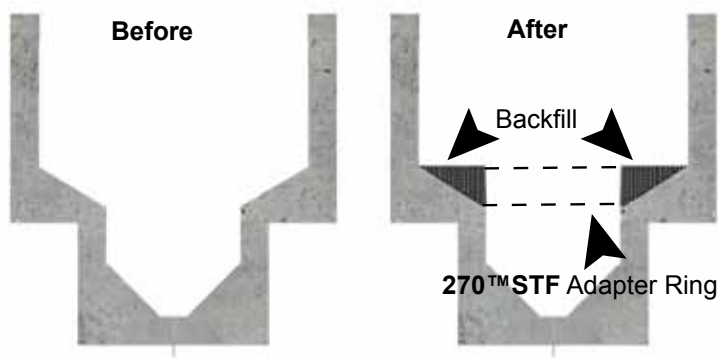
270™B

The **270™B** Exit Baffle is the essential component to every **OPTIFLOW 270™**. It increases grit removal efficiency to 95% down to 100 mesh (150 micron) on 270 degree grit chambers from any manufacturer. Each baffle is custom engineered based on flow rate to achieve 95% of 100 mesh (150 micron). Installed within the chamber at the exit, the **270™B** directs the flow toward the hopper for an additional pass along the flat-bottomed chamber floor for even better grit removal.



270™LFB

The **270™LFB** Low Flow Baffle is installed on most units. Each baffle is custom engineered based on flow rate to achieve 95% of 100 mesh (150 micron). Bisecting the influent channel, this baffle makes it possible for your existing unit to handle a wide range of flows while maintaining optimum channel velocity of 2 to 3.5 ft/sec for grit transport with minimum turbulence, and to provide the proper entry velocity into the main 270° grit chamber.



270™STF

The **270™STF** Slope To Flat Chamber Floor Conversion is necessary only for non-**PISTA®** vortex grit chambers constructed with a sloping chamber floor.

To ensure the efficient transport of grit and simultaneous lifting and discharge of organic material, the bottom of the chamber must be at a constant flat elevation. An **OPTIFLOW 270™STF** adapter baffle ring will be added, and the chamber floor will go from Sloped To Flat to enhance the toroidal flow path within the chamber.

OPTIFLOW 270™

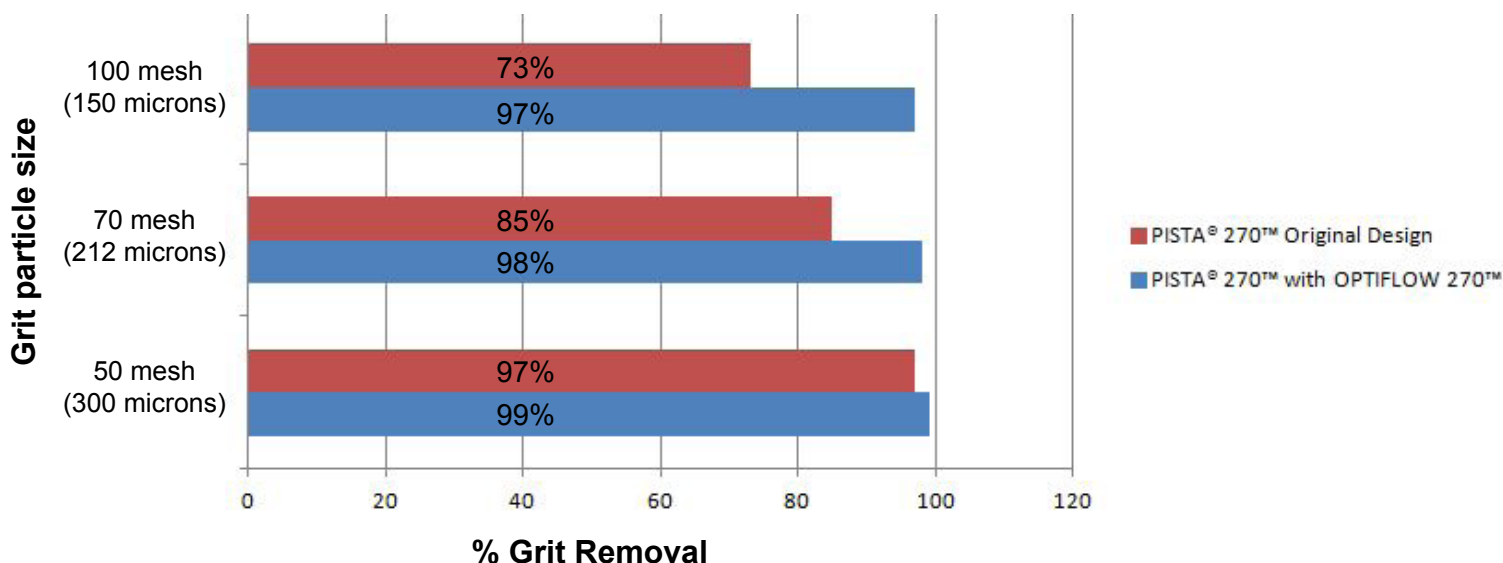
Performance Test Results



A comprehensive side-by-side, full-scale field grit removal efficiency test was conducted in northern Texas on (2) existing 30 MGD **PISTA® 270™** grit chambers, utilizing the Cross Channel Sampling method. One **PISTA® 270™** was tested as originally designed while the other **PISTA® 270™** grit chamber was adapted with the **OPTIFLOW 270™** Baffle System.

The results overwhelmingly favor the **OPTIFLOW 270™** Baffle System, with actual grit removal efficiency *exceeding* 95% for grit particles 100 mesh (150 microns) and larger. Worth of mention, both units tested exceed S&L's stated grit removal efficiency, as noted in tables below.

Adapting any existing 270° vortex grit chamber with S&L's **OPTIFLOW 270™** Baffle System dramatically saves construction dollars while improving grit removal efficiency.



Actual Grit Removal Efficiency Test Results

PISTA® 270 with OPTIFLOW 270™ Baffle		
Mesh Size	S&L Grit Removal Efficiency	Unit 3 Grit Removal Efficiency Test Result
Larger than 100 mesh	95%	97%

PISTA® 270 Original Design		
Mesh Size	S&L Grit Removal Efficiency	Unit 5 Grit Removal Efficiency Test Result
50 mesh & larger	95%	97%
51 – 70 mesh	85%	85%
71 – 100 mesh	65%	73%

VARIABLE FLOWS? OVERSIZED GRIT SYSTEM?

OPTIFLOW 270™ IS THE SOLUTION!

Custom engineered and designed by the team that created the **PISTA® 270™**, the new patent-pending **OPTIFLOW 270®** Baffle System further advances the science of grit removal:

- Removes more grit: 95% of 100 mesh (150 microns) and larger
- Improves efficiency at all flows
- Adapts to any existing 270° grit system

The **OPTIFLOW 270®** Baffle System is the only solution available that adapts both low flows and peak flows into the ideal influent low range of 2 to 3.5 ft/second. Therefore enhancing your existing grit removal system by removing more grit consistently, minimizing grit settling in influent channel, and minimizing grit slugs frequently seen with large variability in flow.

OPTIFLOW 270® Baffle System is the Smooth Operator - handling variable flows with one solution for any existing 270° grit removal system.





PISTA® TURBO™ Grit Pump for Maximum Grit Pumping Efficiency

The **PISTA® TURBO™** Grit Pump's heavy-duty design provides maximum grit pumping efficiency for Smith & Loveless **PISTA®** Grit Chamber grit hoppers. Designed specially for pumping grit slurry, the **PISTA® TURBO™** Grit Pump comes equipped with a Ni-Hard volute and recessed impeller (located separately from the abrasive flow path) as well as the famous staples of S&L pump design: an oversized, stainless steel shaft and oversized bearings. This powerful combination yields reliable grit pumping and the velocity required for effective grit washing and dewatering devices, day-in and day-out for numerous years.

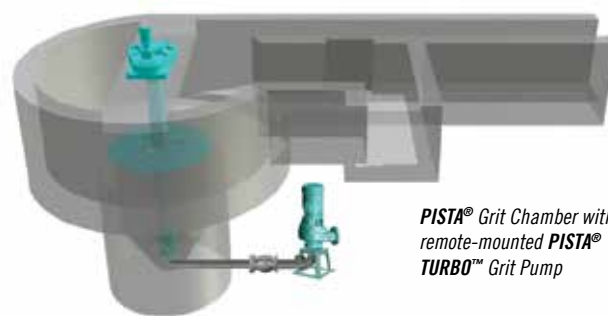
Benefits

Flexible Application

PISTA® TURBO™ Grit Pumps can be remote-mounted flooded suction or top-mounted vacuum-primed (with **Sonic Start®** prime sensing, photo at right). Top-mounted units eliminate expensive piping while lowering the head and horsepower requirements — and thereby lowering operational costs.



Top-Mounted Vacuum Prime Arrangement



PISTA® Grit Chamber with remote-mounted PISTA® TURBO™ Grit Pump

Ideal Upgrade for Airlifts

Older systems may employ airlifts, which are less efficient and require blowers to remove collected grit. The **PISTA® TURBO™** Grit Pump delivers more flow at a higher head, including at higher elevations.

How it Works

Lower chamber allows for economical intermittent pumping.

PISTA® TURBO™ Grit Pump Data

Capacity:	Up to 500 GPM (31.5 lps)
Sizing:	4" and 6" (100 - 150 mm)
Type:	Remote-Mounted Flooded Suction or Top-Mounted Vacuum Prime
Materials:	Ni-Hard Impeller & Volute

PISTA® TURBO™ Grit Pump 3-D Cutaway

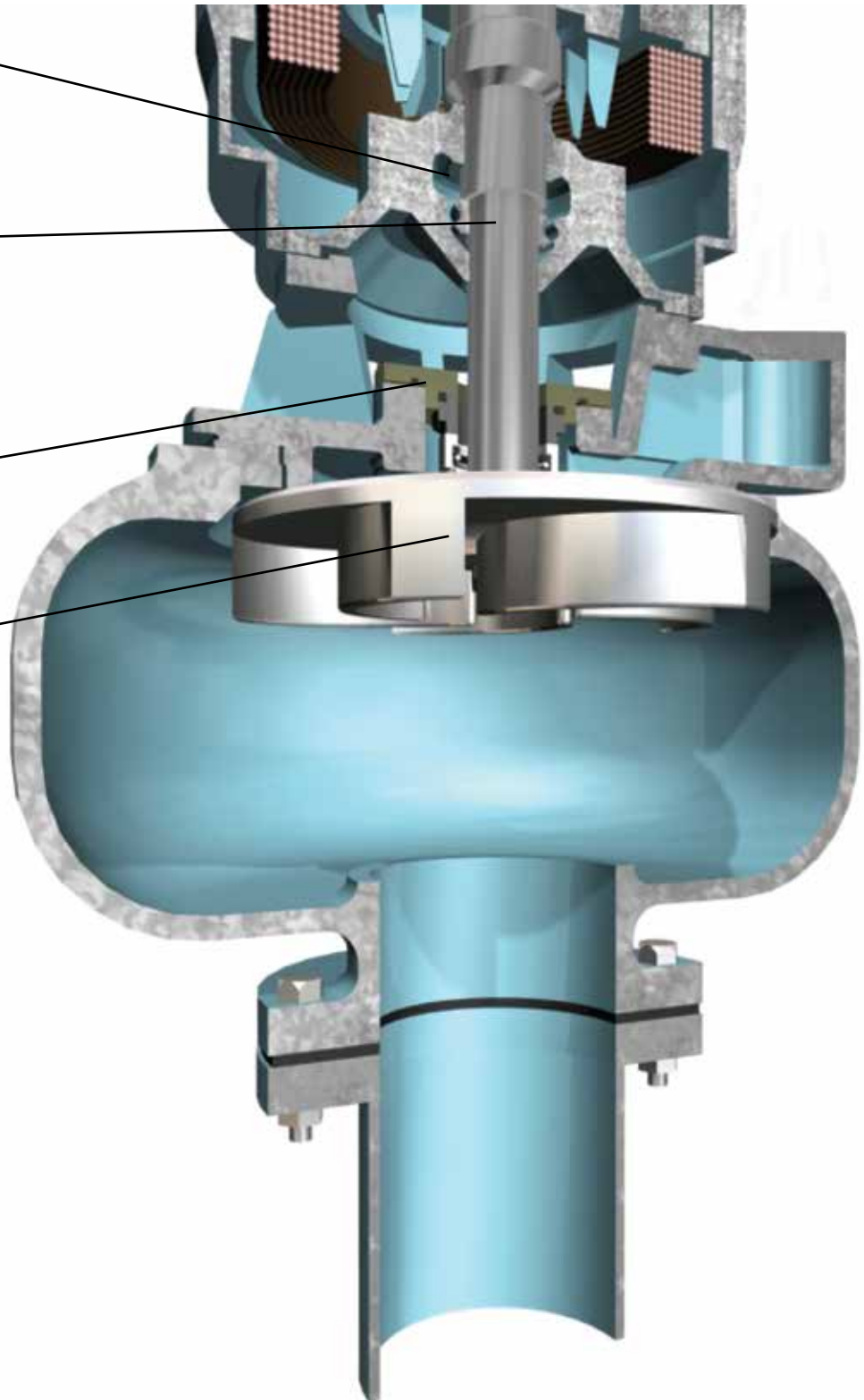
Oversized thrust bearing
(locked for no end play)

Oversized stainless steel
shaft

Heat dissipating bronze
mechanical shaft seal

Recessed Ni-Hard Impeller

Vertical construction of pump
makes removal of motor and
impeller easy





1800 Laemle Ave | Marshfield, WI 54449 | 715-387-8429

PROPOSAL

Paul Christensen
City of Fort Atkinson
1600 Farmco Lane
Fort Atkinson, WI 53538

Project Reference: Ft. Atkinson WWTF Pista Grit
Quote Date: 04/01/24
Quote Expires: 05/01/24

Bid No./Revision: 1782

Phone: 920-397-9917 Email: pchristensen@fortatkinsonwi.gov

RE: Ft. Atkinson WWTF Pista Grit

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

BASE BID	\$53,750.00
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We base our price on removing the existing grit unit and installing (1) new owner-furnished Smith & Loveless Pista Grit Unit. New equipment to be installed per manufacturer specifications and scope of work provided to owner by Energenecs. Also included in price is all new stainless steel piping and valves from pump to grit classifier. Electrical work, necessary gaskets/fasteners, caulk, grout and anchors will also be furnished and provided.

At minimum we exclude the following:

- State/Federal Prevailing Wages, Performance & Payment Bond.
- Sales tax is excluded from this proposal.
- Quality control concrete, soil, water leakage, and/or lead & asbestos testing or survey.
- Contaminated soil & water remediation and/or removal. If contaminated water is encountered, owner is responsible for proper disposal costs.
- Asbestos & lead abatement.
- Ground water dewatering removal.
- Unsuitable soils removal and/or replacement.
- Temporary bypassing and/or treatment.

Owner Responsibilities:

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

Clarifications:

- Owner to furnish new Pista Grit equipment.

Payment Terms: Invoiced upon completion and/or monthly and payable within 30 days from date of invoice. 18% Annual interest added to accounts over 30 days. Where retainage is applicable, client may withhold a maximum of 5%, not to exceed the value of work to be completed. Staab requires full retainage release & final payment within 60 days of completion for our scope of work.

Schedule: Staab will begin executing contract obligations within 30 calendar days after we receive a notice to proceed and will be completed in approximately 4 calendar days. Normal work hours are Monday thru Thursday, 10 hour days per week straight time labor rate. Compressed schedule compensation is assessed at 1.5 times after 10 hours each day and/or beyond a 40 hour work week. Holiday pay compensation is assessed at 2 times the hourly base rate. Compensation adjustments are based on the rates noted below under "Changed Conditions".

Changed Conditions / Contract Adjustment Rates: If subsurface, latent, and/or unknown physical conditions differ from those indicated in this agreement or in documents made available by Contractor, Engineer, or Owner, Staab Construction shall be entitled to an equitable change in contract price and an extension of the project completion date for such changed conditions. Extra work and associated costs will proceed only upon written orders, and will become an extra charge over and above this base bid price. Such additional charges will be based on actual cost required to complete the work. Rates for time & material cost plus proposals are available upon request.

Price Escalators: If there is an increase in the actual cost of labor or materials charged to the Contractor in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the contractor. Contractor will submit written documentation of the increased charges to the Prime Contractor/Owner upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the contract for convenience.

Contract Cancellation: Upon written notification for any such nature that our contract is to be terminated, Staab Construction will stop work immediately. Costs incurred will be billed for reimbursement utilizing the rates noted in "Changed Conditions/Contract Adjustment Rates".

Limited Warranty: Unless otherwise noted on the face hereof, Staab Construction goods, auxiliaries, and parts thereof are warranted per contract agreement documents, against defective workmanship and material for a period of twelve (12) months from date of substantial project completion with the original user. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, Staab shall, at Staab's option, either repair or replace the defective goods or reperform defective services not to exceed the value of the original contract. If applicable, Staab will assign to Buyer all warranties applicable to any portion of the Work or Materials obtained from third parties, or if not assignable, will assert such warranties on behalf of buyer's request. Warranty shall not apply to any work which that has been subjected to improper or excessive operating conditions, misapplications, accidents, neglect, improper repair or alteration, normal wear and tear, corrosion, abrasion or erosion, abuse, defects resulting from Buyer's specifications or designs, or any unauthorized disassembly or rework by others.

Contracts: Please note this proposal is for bid submission reference only and is not a formal contract between buyer and seller. A mutual agreed upon contract form will be selected between buyer and seller after Staab receives written confirmation accepting this proposal. At that time both parties will review agreeable contract terms and conditions as it relates to this proposal document.

Insurance: Owner agrees to carry property insurance (Builders Risk) upon the entire work at the site in the amount of the full replacement cost. Staab Construction will maintain liability, automobile, and workman's compensation insurance.

Professional liability insurance will be provided to cover claims for negligent professional services performed by Staab Construction during the term of this agreement. Staab Construction will not be required to provide professional design services unless specifically required by the Contract Documents for a portion of the work. Limits of professional liability insurance is \$2,000,000 per claim and an annual aggregate of \$2,000,000.

In order to secure performance of its payment and other obligations under this agreement, owner shall provide contractor with financial security in such form as shall be reasonably acceptable to contractor. Such security shall be delivered to and approved by contractor within thirty (30) days of the effective date of this agreement. In the event that owner does not provide acceptable financial security by such date, contractor may at its election immediately or within thirty (30) days thereof terminate this agreement in which case this agreement shall be of no further force or effect except that owner shall be and remain fully liable for the cost of the work theretofore incurred by contractor in connection with this project together with 15% percent of such expenditures (to cover contractor's profit and overhead) regardless of when such expenditures were incurred and regardless of whether such expenditures ultimately proved to be of any value or use to owner.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, THIS CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER’S LAND MAY HAVE LIEN RIGHTS ON OWNER’S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO ITS MORTGAGE LENDER, IF ANY. THIS CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND OWNER’S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Respectfully Submitted By:

Andy Busscher

Digitally signed by Andy Busscher
DN: C=US, E=andy.busscher@staabco.com,
O=Staab Construction Corporation, CN=Andy
Busscher
Date: 2024.04.01 15:09:40-05'00'

Service Manager

Andy Busscher

ACCEPTANCE OF PROPOSAL -	The prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. This proposal will now be a binding contract.
Signature: _____	Date: _____
_____ (Printed name and title)	

GENERAL, MECHANICAL, EARTHWORK CONTRACTOR
•
Municipal & Industrial
•

The Contractor of Choice Improving Tomorrow’s Environment



AUGUST WINTER & SONS, INC.
MECHANICAL CONTRACTOR & FABRICATOR

www.augustwinter.com

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Appleton, WI 54911
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Appleton, WI 54912-1896
P: (920) 739-8881
F: (920) 739-2230

5613 Schofield Ave.
Schofield, WI 54476
P: (715) 355-7555
F: (715) 355-9048

May 25, 2024

TO: Fort Atkinson
Attn: Paul Christensen
PChristensen@fortatkinsonwi.gov

RE: Fort Atkinson Wastewater Pista Grit Rebuild (AWS #24-00648W)

We propose to furnish material, labor, and tools for the above-mentioned project per the scope of work as outlined below.

We offer the above for the sum of \$111,000

Our proposal includes the following:

- ◆ Disconnecting and reconnecting electrical. All wiring, voltage, amps etc. to be the same.
- ◆ Demo grit drive and shaft.
- ◆ Install new owner supplied grit drive and shaft.
- ◆ Demo grit pump
- ◆ Install new grit pump on existing pad and reconnect wiring
- ◆ Demo grit pump piping and replace with new SS piping. Any specialties to be reused if needed
- ◆ Demo control panel and install new one. All wiring by others

We exclude the following items:

- ◆ New wiring, conduits, disconnects, breakers, panels, etc.
- ◆ New equipment
- ◆ Removal of any doors or walls for equipment access and install.
- ◆ Integration/SCADA fees and coordination
- ◆ Bypassing
- ◆ Draining and cleaning
- ◆ Grouting/patching of any kind
- ◆ Concrete pad, bases, or slabs
- ◆ Warranty of equipment
- ◆ Painting/coatings
- ◆ Overtime
- ◆ Surface repair
- ◆ Bonds (add 1%)
- ◆ Sales and use tax
- ◆ Liquidated damages
- ◆ Asbestos removal/abatement
- ◆ Premium time and/or holiday pay



AUGUST WINTER & SONS, INC.
MECHANICAL CONTRACTOR & FABRICATOR

www.augustwinter.com

2323 N. Roemer Road
Appleton, WI 54911
PO Box 1896
Appleton, WI 54912-1896
P: (920) 739-8881
F: (920) 739-2230

5613 Schofield Ave.
Schofield, WI 54476
P: (715) 355-7555
F: (715) 355-9048

This proposal is based on prices now in effect. Our quotation will be protected for 2 days. It is also subject to the August Winter & Sons Conditions of Proposal, a copy of which is available upon request.

August Winter & Sons, Inc. is a full-service design/build, mechanical contractor providing fabrication and/or installation of specialty items such as piping, plumbing, HVAC systems and custom tanks. We appreciate the opportunity of quoting this work. If you have any questions or further information is required, please feel free to contact us.

Sincerely,
AUGUST WINTER & SONS, INC.

Craig Van Grinsven
cvangrinsven@augustwinter.com
Mobile: 920-585-1122
(cm)

QUOTE

DATE 4/30/24

QUOTE #3563

SEND TO
Fort Atkinson WWTP



W3150 County Road H, Fond du Lac, WI 54937
920-904-5579
doug@sabelmechanical.com

Date	Job	Payment Term	QUOTE EXPIRES
4/30/24	Grit system Quote	30 DAYS	Today

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	This quote is for the removal of the old grit system and installation of new grit system supplied by the owner. Including the following: a) Removal of old pump, concrete pad and piping to the cyclone. b) Removal of the old Pista Grit system c) Removal of old panel, reusing existing wiring and conduit. d) Install new pump and concrete pad all fasteners to be SST e) New 4 sst 304 sch 10 pipe and fittings, core a new hole and link seal pipe in wall. Patch old hole with grout. New 4" sst clevis hangers reuse threaded rod. All flanged connections will be SST f) 2 - 4" DeZurik plug valves and 1- 4" lever weighted check valve. g) 4" suction line will be cut off and grooved closer to the wall, a clean out will be in place with a flush attachment. h) Install new grit system and baffle. i) Place new control panel and hook up new motors on pump and pista grit.		

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

SUBTOTAL	\$41,950.00
SALES TAX	\$
TOTAL	\$