



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, SEPTEMBER 3, 2024 – 7:00 PM  
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/5997866403?pwd=alcreldSbGpNUVl1VnR1RWF5bXovdz09>

Meeting ID: 599 786 6403  
Passcode: 53538

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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 August 20, 2024, License**

**Committee meeting** (Ebbert, Clerk/Treasurer/Finance Director)

- b. Review and possible action relating to the **minutes of the August 20, 2024 regular City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to **building, plumbing, and electrical permit report for July 2024** (Draeger, Building Inspector/Zoning Administrator)
- d. Review and possible action relating to the City Clerk-issued **License and Permit Report for July 2024** (Ebbert, Clerk/Treasurer/Finance Director)
- e. Review and possible action relating to **City Sewer, Water, and Stormwater Utility Financial Statements** as of July 31, 2024 (Ebbert, Clerk/Treasurer/Finance Director)

## **6. Petitions, Requests, and Communications**

- a. Review and possible action relating to a proclamation recognizing **September as National Senior Center Month** in the City of Fort Atkinson (Houseman, City Manager)

## **7. Resolutions and Ordinances**

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

- a. City Manager's Report (Houseman, City Manager)
- b. Presentation on the Summer Reading program (Lippert, Library Director)

## **9. Unfinished Business**

## **10. New Business**

- a. Review and possible action relating to the **purchase of a new electric truck for the Water Utility** at a cost not to exceed \$47,588 (Armstrong, Water Utility Superintendent)
- b. Review and possible recommendation relating to a **Class "A" Fermented Malt Beverage License** for Sarahndipity Salon, located at 121 N. Main Street, for the licensing period of September 4, 2024 through June 30, 2025. (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to the **State/Municipal Agreement for the reconstruction of Banker Road from Campus Drive to Hoard Road** (Selle, Director of Public Works)
- d. Review and possible action relating to the **State/Municipal Agreement for the construction of in-fill sidewalks as a part of the Safe Routes to School Plan** (Selle, Director of Public Works)
- e. Review and possible action relating to the **2025 Recycling Grant Application** to the Wisconsin Department of Natural Resources (Selle, Director of Public Works)

- f. Review and possible action on a design contract addendum for the **Banker Road development infrastructure design** (Selle, Director of Public Works)
- g. Review and possible action relating to the **site investigation contract** for the Koshkonong Estates Development (Selle, Director of Public Works)

#### **11. 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)

#### **12. Closed Session**

- a. The City Council may consider a motion to convene in closed session pursuant to State Stat. §19.85(1)(e) to **deliberate or negotiate the purchasing of public properties**, where competitive or bargaining reasons require a closed session (Houseman, City Manager)

#### **13. Adjournment**

*Date Posted: August 27, 2024*

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

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**LICENSE COMMITTEE MEETING  
IN PERSON AND VIA ZOOM  
TUESDAY, AUGUST 20, 2024 – 5:30 PM  
CITY HALL – SECOND FLOOR**

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**MINUTES**

**1. Call meeting to order**

President Lescohier called the meeting to order at 5:30 pm.

**2. Roll call**

Present: Cm. Jaeckel, Cm. Schultz and President Lescohier. Also present: City Manager and City Clerk/Treasurer/Finance Director.

**3. New Business**

- a. Review and possible recommendation to the City Council relating to a **Class "A" Fermented Malt Beverage License** for Sarahndipity Salon, located at 121 N. Main Street, for the licensing period of September 4, 2024 through June 30, 2025. (Ebbert, Clerk/Treasurer/Finance Director)*

Clerk/Treasurer Ebbert reviewed the application submitted from Sarahndipity Salon to add a Class "A" Fermented Malt Beverage to her existing "Class A" Intoxicating Liquor License. All required information was submitted with a successful background check. This license will allow for samples and sales during regular business hours.

Cm. Jaeckel moved, seconded by Cm. Schultz to recommend approval of the Class "A" Fermented Malt Beverage for Sarahndipity Salon at 121 N. Main Street.

**4. Adjournment**

Cm. Schultz moved, seconded by Cm. Jaeckel to adjourn the meeting. Meeting adjourned at 5:35 pm.





**CITY COUNCIL MEETING  
IN PERSON AND VIA ZOOM  
TUESDAY, AUGUST 20, 2024 – 7:00 PM  
CITY HALL – SECOND FLOOR**

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**MINUTES**

**1. Call meeting to order**

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

**2. Roll call**

Present: Cm. Jaeckel, Cm. Johnson, Cm. Schultz and President Lescohier. Also present: City Manager, City Attorney, City Clerk/Treasurer, Director of Public Works, Police Chief and Building Inspector/Zoning Administrator. Excused absence Cm. Becker.

**3. Public Hearings**

None.

**4. Public Comment**

Curtis Abendroth, 1000 N. Main Street - Referenced an article in the Daily Union newspaper regarding TID 8 and asked about the balances. He also commented on street patches on streets adjacent to the area he resides.

**5. Consent Agenda**

Cm. Schultz moved, seconded by Cm. Johnson to approve the Consent Agenda as presented. Motion carried.

- a. *Review and possible action relating to the **minutes of the August 5, 2024 Economic Development Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- b. *Review and possible action relating to the **minutes of the August 6, 2024 regular City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- c. *Review and possible action relating to the **minutes of the August 13, 2024 regular Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- d. *Review and possible action on a **Special Event: Rhapsody & Lemonade Day, August 24, 2024, from 11 a.m. - 9 p.m. at Riverwalk Plaza, Café Carpe Indoors, Jones Market, Good2Go, Mr. Brew Taphouse, Bienfang's Bar, and Barrie Park.** (Ebbert, Clerk/Treasurer/Finance Director)*

- e. *Review and possible action relating to the Police Chief's recommendations for **Trick or Treat hours** (10/27/24 1–4 p.m.) and Trunk or Treat hours (10/31/24 6–8 p.m. at Jones Park) (Bump, Police Chief)*
- f. *Review and possible action relating to **Citizen Appointments** to Committees, Commissions, and Boards (Houseman, City Manager)*
- g. *Discussion and possible action relating to a **Temporary Retailer's License** for Fort Atkinson Chamber of Commerce, Rhapsody Music Festival on August 24, 2024 (Ebbert, Clerk/Treasurer/Finance Director)*
- h. *Discussion and possible action relating to a **Temporary Retailer's License** for St. Joseph Catholic Church, Knights of Columbus Spaghetti Dinner on September 14, 2024 (Ebbert, Clerk/Treasurer/Finance Director)*
- i. *Discussion and possible action relating to a **Temporary Retailer's License** for St. Joseph Catholic Church, St. Joseph's Fall Festival on September 7-8, 2024 (Ebbert, Clerk/Treasurer/Finance Director)*

## 6. **Petitions, Requests, and Communications**

None.

## 7. **Resolutions and Ordinances**

- a. *Second and possible third/final reading of an Ordinance creating section 94-5 of the City of Fort Atkinson Municipal Code relating to the authority of Crossing Guards (Bump, Police Chief)*

Chief Bump stated this is the second reading of the Ordinance creating section 94-5 relating to the authority of the Crossing Guards. Currently, the City employs adult crossing guards. However, adopting this ordinance which references both sections of Wisconsin Statutes would allow for the possibility of the School

District taking on the employment of adult crossing guards in the future if mutually agreed upon between the City and the School District, without requiring a change in the ordinance.

Cm. Jaeckel moved, seconded by Cm. Johnson to suspend the rules and waive the third reading of Ordinance relating to the authority of Crossing Guards. Motion carried 4-0.

Cm. Schultz moved, seconded by Cm. Jaeckel to adopt the Ordinance relating to the authority of Crossing Guards. Motion carried 4-0.

- b. *Second reading of an Ordinance to amend Section 66-38 of the City of Fort Atkinson Code of General Ordinances relating to members of the Plan Commission (Houseman, City Manager)*

Manager Houseman stated this is the second reading of the Ordinance amending the members of the Plan Commission. Houseman proposed to amend Section 66-38 to allow the City Manager to appoint either the City Engineer or the Public Works Director to serve

as the Secretary of the Plan Commission. Currently, City Engineer/Public Works Director Andy Selle serves as the Secretary of the Plan Commission. Mr. Selle is a Professional Engineer and prepares or reviews the preparation of the staff reports, information, and analysis presented to the Plan Commission for review and action. However, when the City hires a new City Engineer, this person would serve on the Plan Commission if the ordinance is not amended. Providing the City Manager the discretion over which position serves on the Plan Commission will allow the person best suited for the role the opportunity to serve.

Cm. Schultz moved, seconded by Cm. Johnson to suspend the rules and waive the third reading of the Ordinance amending the members of the Plan Commission. Motion carried 4-0.

Cm. Schultz moved, seconded by Cm. Johnson to adopt the Ordinance amending 66-38 relating to the members of the Plan Commission. Motion carried 4-0.

- c. *Review and possible action relating to a Resolution **amending the 2024 Annual City of Fort Atkinson Budget** relating to a transfer of funds between Tax Increment Districts (Houseman, City Manager)*

Manager Houseman referenced the Resolution to amend the budget with a transfer of funds between TIDs. She added that the 2024 TID #8 budget is not balanced. \$1,001,280.25 in revenue was budgeted and \$2,303,327.88 in expenditures. The difference (\$1,302,048) was the anticipated end of 2023 fund balance in TID #8 when the 2024 budget was adopted. Since that time, the City's auditors identified that the end of year fund balance in TID #8 was \$1,306,329. This amount was reported to the DOR in the TID report as approved by the Joint Review Board and filed by the City Clerk in July 2024. Staff knew that September 2024 was the end of the TID #8 expenditure period and planned to spend down those funds in accordance with the TID Project Plan and 2024 Budget. Instead of street improvements, the \$1.3M may be used to pay down the debt in TID #6, and then allow the City Council to close TID #8 as recommended by staff and the City's financial advisors. The proposed budget amendment is outlined in the Resolution. This proposed budget amendment changes three accounts: one account in Fund 12 (TID #6) and two accounts in Fund 14 (TID #8). Per the adopted budget, TID #8 was to transfer \$472,213.38 to TID #6. The amendment changes that amount to \$1,778,542.38. Likewise, the amendment changes the amount budgeted for street improvements from \$1,567,048.00 to \$260,719.00.

Cm. Schultz moved, seconded by Cm. Jaeckel to adopt the Resolution amending the 2024 annual City of Fort Atkinson Budget relating to a transfer between Tax Increment Districts and direct the City Clerk to publish the change on the City's website. Motion carried 4-0.

- d. *Review and possible action relating to a **Resolution extending the life of Tax Incremental District No. 8 (TID No. 8)** for one year to fund affordable housing programs and projects within the City of Fort Atkinson, Wisconsin (Houseman, City Manager)*  
Manager Houseman provided the history of TID 8 and the Resolution for review.

Wisconsin statutes (66.1105(6)(g)) allows the extension of a TID up to one year, using the last year of tax increment to improve the City's housing stock. At least 75% of the increment must benefit affordable housing with the remaining portion used to improve housing stock. "Affordable Housing" is defined by Wis. Stats. 66.1105(2)(ab) as housing that costs a household no more than 30 percent of the household's gross monthly income. In order to extend the life of the TID, the City Council must adopt a Resolution declaring such by September 1st. Per the timeline included with the background information, the Council would then adopt a resolution terminating TID No. 8 in April 2025. The undeveloped and underdeveloped land within TID No. 8 has already been included in TID No. 9, which was created in 2023. The act of extending the life of TID No. 8 for an affordable housing program will provide approximately \$1,162,155 for affordable housing efforts in 2025 and beyond.

Cm. Schultz moved, seconded by Cm. Johnson to adopt the Resolution extending the life of Tax Increment District No. 8 for one year to fund affordable housing programs and projects within the City of Fort Atkinson, Wisconsin. Motion carried.

## **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 a **Certified Survey Map**, for the property located at 1708 Montclair Pl. (Draeger, Building/Zoning Administrator)*  
Inspector Draeger stated the Plan Commission reviewed the CSM and recommended approval from the CSM submitted by property owner Aeryn Barry who has requested a two-lot Certified Survey Map for the parcel located at 1708 Montclair Pl. The property owner would like to separate the existing DR-8 Duplex Residential lot into two separate lots allowing the construction of a twin house using the zero-lot line zoning mechanism. Aeryn Barry and Samantha Tiry of Tempo Designed Homes previously brought a Preliminary CSM Review and Zero Lot Line division of an adjacent lot before the Plan Commission on June 27, 2023. Construction has begun on the proposed site with the utilities designed to be separated per city requirements.

Cm. Schultz moved, seconded by Cm. Jaeckel to approve this preliminary Certified Survey Map. Contingent on the inclusion of the following:

- A joint maintenance agreement for the roof, shared wall of the house, and any shared portion of the sanitary lateral to be recorded on each parcel

- Addition of the missing information required in Article VI, Section 70.06.03 – CSM Requirements, of the City of Fort Atkinson Land Division Ordinance  
Motion carried.

*b. Review and possible action relating to a **Certified Survey Map** for 611 E. Sherman Ave., 403 McMillen Street, 615 N. Fourth Street, 609 N. Fourth Street, 603 N. Fourth Street, and Existing Fourth Street Right of Way (Selle, Director of Public Works)*

Director of Public Works Selle reviewed the CSM recommended for approval by the Plan Commission. Section 70.05.04 and 70.06.03 of the City of Fort Atkinson Land Division and Development Ordinance outlines the requirements for Certified Survey Map (CSM) review and approval by the Plan Commission and City Council for conformance with all ordinances and plans. Over the past several years, there have been multiple proposed and approved changes in and around the Fort Healthcare Hospital campus. Fort Healthcare is focused on retaining and consolidating as many services as possible to their main hospital campus. The proposed CSM is consistent with that long-range plan and the various approvals related to the Fort Healthcare properties over the past several years.

Cm. Schultz moved, seconded by Cm. Johnson to approve the CSM, subject to the following conditions:

- Fort Healthcare compliance with all of the conditions of approval previously applied to the various approved site improvements.
- Prior to signature an easement should be added for City Utilities under the former 4th St corridor. The easement will be drawn up by the City of Fort Atkinson, referenced on the CSM and recorded with the County.
- Any other recommendations of City staff and the Plan Commission.

Motion carried.

## **11. Miscellaneous**

None.

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

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

Cm. Jaeckel moved, seconded by Cm. Schultz to approve the list of Verified Claims. Motion carried.

## **13. Adjournment**

Cm. Schultz moved, seconded by Cm. Johnson to adjourn. Meeting adjourned at 7:40 pm.

Respectfully submitted,

Michelle Ebbert

City Clerk/Treasurer/Finance Director



# Permit Report

07/01/2024 - 07/31/2024

| Permit Date | Permit # | Permit Location | Owner Name | Permit Type | Permit Description | Estimated Project Cost | Total Fees |
|-------------|----------|-----------------|------------|-------------|--------------------|------------------------|------------|
|-------------|----------|-----------------|------------|-------------|--------------------|------------------------|------------|

## Group:

|           |       |                |              |  |                                       |       |                |
|-----------|-------|----------------|--------------|--|---------------------------------------|-------|----------------|
| 7/29/2024 | 24493 | 437 Washington | Adam Steinke |  | New 6' Wood Privacy Fence in backyard | 2,500 | \$85.00        |
|           |       |                |              |  |                                       |       | <b>\$85.00</b> |

**Group Total: 1**

## Group: Add/Alter Commercial

|           |       |                       |                            |                      |                                                 |        |                 |
|-----------|-------|-----------------------|----------------------------|----------------------|-------------------------------------------------|--------|-----------------|
| 7/19/2024 | 24469 | 1608 Commonwealth Dr. | Westwind condo Association | Add/Alter Commercial | Repairs to entire building exterior wall frame  | 10,000 | \$110.00        |
| 7/19/2024 | 24468 | 1600 Commonwealth Dr. | Westwind condo Association | Add/Alter Commercial | Repairs to entire building exterior wall frame  | 10,000 | \$110.00        |
| 7/19/2024 | 24467 | 1604 Commonwealth Dr. | Westwind condo Association | Add/Alter Commercial | Repairs to entire building exterior wall frame  | 10,000 | \$110.00        |
| 7/9/2024  | 24435 | 1815 Janesville Ave   | 1815 Core, LLC             | Add/Alter Commercial | Demo Remodel with add bathroom, ancillary space | 35,000 | \$610.00        |
|           |       |                       |                            |                      |                                                 |        | <b>\$940.00</b> |

**Group Total: 4**

## Group: Deck

|           |       |                     |                |      |                                                                                |        |                 |
|-----------|-------|---------------------|----------------|------|--------------------------------------------------------------------------------|--------|-----------------|
| 7/17/2024 | 24461 | 316 Craig St        | Robert LaMuro  | Deck | Deck repair, exsisting size                                                    | 7,000  | \$60.00         |
| 7/8/2024  | 24431 | 330 Zida St         | Nettie Toeller | Deck | Rear Deck                                                                      | 5,000  | \$160.00        |
| 7/2/2024  | 24422 | 1102 Mc Coy Park Rd | Robert J Derry | Deck | Replacing an exsisting deck. Deck will be no closer then 30ft to any lot line. | 23,500 | \$190.00        |
|           |       |                     |                |      |                                                                                |        | <b>\$410.00</b> |

**Group Total: 3**

**Group: detached garage**

|           |       |               |                  |                 |                            |        |                 |
|-----------|-------|---------------|------------------|-----------------|----------------------------|--------|-----------------|
| 7/12/2024 | 24445 | 1265 Elsie St | Taylor Smithyman | detached garage | 26x30 attic storage garage | 50,000 | \$305.00        |
|           |       |               |                  |                 |                            |        | <b>\$305.00</b> |

**Group Total: 1****Group: Electrical**

|           |       |                   |                                    |            |                                                                                                                           |         |          |
|-----------|-------|-------------------|------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------|---------|----------|
| 7/31/2024 | 24498 | 111 N Third St    | SpotOn Properties II LLC           | Electrical | Remodel whole house                                                                                                       | 11,150  | \$63.00  |
| 7/29/2024 | 24492 | 714 W Sherman Ave | Nate Fuller                        | Electrical | Replacement of existing AC/Furnace                                                                                        | 16,081  | \$55.00  |
| 7/29/2024 | 24486 | 419 W Hilltop Tr  | Sean McKenzie                      | Electrical | Electric Service Upgrade                                                                                                  | 2,550   | \$70.00  |
| 7/26/2024 | 24483 | 1251 Janette St   | Martin Nelson                      | Electrical | Kitchen Remodel                                                                                                           | 14,548  | \$72.50  |
| 7/25/2024 | 24482 | 720 Van Buren St  | Brenda M Osborn                    | Electrical | adding underground electric line for above ground pool and extra receptacle on garage                                     | 100     | \$60.00  |
| 7/23/2024 | 24472 | 1112 W Cramer St. | Larry Flessert                     | Electrical | Feed 50 amp sub panel to garage, wire garage consisting of 8 outlets, 5- 4 foot LED strip lights, 1 - 220 electric Heater | 30,000  | \$87.75  |
| 7/18/2024 | 24464 | 1609 Jamesway     | Sally Schwarz & John Leum (Father) | Electrical | Radon Midigation fan/motor installation                                                                                   | 1,999   | \$45.00  |
| 7/17/2024 | 24460 | 106 S Sixth St    | Anthony Gulig                      | Electrical | REWIRING HOUSE AFTER LIGHTNING STRIKE                                                                                     | 5,000   |          |
| 7/16/2024 | 24454 | 309 Bluff St      | St. Paul's School                  | Electrical | New gym addition                                                                                                          | 288,000 | \$522.25 |
| 7/16/2024 | 24451 | 1413 Montclair Pl | Harry Bradshaw                     | Electrical | Bathroom remodel                                                                                                          | 3,000   | \$50.25  |
| 7/16/2024 | 24450 | 1113 Elsie St     | Jean Brooks                        | Electrical | Relocation and upgrade of existing electrical service                                                                     | 3,470   | \$70.75  |



|           |       |                   |                               |            |                                          |        |                   |
|-----------|-------|-------------------|-------------------------------|------------|------------------------------------------|--------|-------------------|
| 7/11/2024 | 24444 | 515 Monroe St     | Karla Heikkinen               | Electrical | wire a split A/C unit                    | 0      | \$45.00           |
| 7/11/2024 | 24443 | 320 S Main St     | First United Methodist Church | Electrical | DATA run FA Panel & OCC Sensor- Elevator | 875    | \$45.00           |
| 7/10/2024 | 24441 | 302 Martin St     | Tanner Buttke                 | Electrical | Basement Bathroom Install                | 450    | \$42.25           |
| 7/9/2024  | 24439 | 1705 Montclair Pl | Todd Wileman                  | Electrical | New construction & temporary service     | 10,000 | \$200.00          |
| 7/9/2024  | 24434 | 1209 S Main St    | Nick Hamele                   | Electrical | HVAC COMPRESSOR FEEDS                    | 2,000  | \$55.00           |
| 7/8/2024  | 24428 | 1317 N High St    | Niina Ajango Konz             | Electrical | play space remodel                       | 8,500  | \$120.00          |
|           |       |                   |                               |            |                                          |        | <b>\$1,603.75</b> |

**Group Total: 17**

**Group: Fence**

|           |       |                  |                          |       |                                                            |       |                 |
|-----------|-------|------------------|--------------------------|-------|------------------------------------------------------------|-------|-----------------|
| 7/19/2024 | 24466 | 417 N Fourth St  | Jeff Schroedl            | Fence | Adding to existing Fence - Chainlink in side and rear yard | 2,200 | \$60.00         |
| 7/16/2024 | 24453 | 710 Short St     | Elvin Jacobson           | Fence | Fence                                                      | 2,000 | \$60.00         |
| 7/14/2024 | 24446 | 1110 Adrian Blvd | Sherri and Sean Young    | Fence | Build a 4 feet high chain link fence in back yard          | 2,000 | \$85.00         |
| 7/1/2024  | 24421 | 1626 Stacy Ln    | Todd and Staci Griffiths | Fence | Fence around back yard                                     | 4,100 | \$85.00         |
| 7/1/2024  | 24419 | 714 Walton St    | Abby Schuster            | Fence | Privacy fence                                              | 3,056 | \$85.00         |
|           |       |                  |                          |       |                                                            |       | <b>\$375.00</b> |

**Group Total: 5**

**Group: Foundation Repair**

|           |       |                  |                   |                   |                                                                                                               |        |         |
|-----------|-------|------------------|-------------------|-------------------|---------------------------------------------------------------------------------------------------------------|--------|---------|
| 7/29/2024 | 24488 | 310 N Fourth St  | Snw Holdings, Llc | Foundation Repair | Interior drain tile                                                                                           | 8,800  | \$35.00 |
| 7/23/2024 | 24473 | 300 Roosevelt St | Nicole            | Foundation Repair | Install interior drainage, install powerbraces and wall anchors. plumbing will pull their permit and also the | 16,190 | \$35.00 |

|  |  |  |  |  |                                                    |  |                |
|--|--|--|--|--|----------------------------------------------------|--|----------------|
|  |  |  |  |  | homeowner responsible for the electrical if needed |  |                |
|  |  |  |  |  |                                                    |  | <b>\$70.00</b> |

**Group Total: 2**

**Group: HVAC**

|           |       |                   |                                           |      |                                      |        |                 |
|-----------|-------|-------------------|-------------------------------------------|------|--------------------------------------|--------|-----------------|
| 7/31/2024 | 24497 | 309 Bluff St      | Gilbank Construction (Construction Agent) | HVAC | HVAC work for new gymnasium addition | 0      |                 |
| 7/30/2024 | 24496 | 1335 N High St    | Niina Konz                                | HVAC | Bathroom Buildout                    | 4,525  | \$47.75         |
| 7/25/2024 | 24480 | 314 Ralph         | Jerry G Newton                            | HVAC | Replace Furnace and WH               | 0      | \$70.00         |
| 7/17/2024 | 24458 | 707 Short St      | Daniel Orvick                             | HVAC | Pellet Stove Installation            | 0      | \$70.00         |
| 7/16/2024 | 24452 | 714 W Sherman Ave | Nate Fuller                               | HVAC | Replacement of existing AC/Furnace   | 16,081 | \$105.00        |
| 7/10/2024 | 24442 | 302 Martin St     | Tanner Buttke                             | HVAC | Basement Bathroom install            | 120    | \$61.00         |
|           |       |                   |                                           |      |                                      |        | <b>\$353.75</b> |

**Group Total: 6**

**Group: New Duplex**

|          |       |                   |                            |            |               |         |                   |
|----------|-------|-------------------|----------------------------|------------|---------------|---------|-------------------|
| 7/5/2024 | 24426 | 1708 Montclair Pl | Aeryn Barry, Samantha Tiry | New Duplex | New Twin Home | 543,000 | \$3,122.75        |
|          |       |                   |                            |            |               |         | <b>\$3,122.75</b> |

**Group Total: 1**

**Group: Other**

|          |       |                    |              |       |                                          |       |                |
|----------|-------|--------------------|--------------|-------|------------------------------------------|-------|----------------|
| 7/9/2024 | 24433 | 704 Lexington Blvd | David Wenner | Other | Install egress window on N side of house | 5,775 | \$62.25        |
|          |       |                    |              |       |                                          |       | <b>\$62.25</b> |

**Group Total: 1**

**Group: Plumbing**

|           |       |                   |                            |          |                                                |       |          |
|-----------|-------|-------------------|----------------------------|----------|------------------------------------------------|-------|----------|
| 7/24/2024 | 24478 | 814 Riverside Dr. | MARK KUHNKE                | Plumbing | ADDING WASHING MACHINE CONNECTION TO 2ND FLOOR | 5,520 | \$41.00  |
| 7/17/2024 | 24459 | 1708 Montclair Pl | Aeryn Barry, Samantha Tiry | Plumbing | New Duplex Plumbing                            | 0     | \$275.00 |

|          |       |                     |                              |          |                                                                                                    |        |                 |
|----------|-------|---------------------|------------------------------|----------|----------------------------------------------------------------------------------------------------|--------|-----------------|
| 7/8/2024 | 24432 | 1317 N High St      | Niina Konz                   | Plumbing | converting single bathroom to double bathroom                                                      | 28,612 | \$65.00         |
| 7/8/2024 | 24430 | 97 Shirley St.      | James L. Burrow              | Plumbing | Add a hose bibb to rear of home, Install 3/4" copper from meter to existing galvanized after meter | 500    | \$41.00         |
| 7/8/2024 | 24429 | 1815 Janesville Ave | 1815Core LLC                 | Plumbing | Addition of two bathrooms and a breakroom, moving water heater                                     | 11,000 | \$77.00         |
| 7/3/2024 | 24424 | 1531 S Main St      | Ryan Klopck                  | Plumbing | Added 3 showers 3vanity sinks, and 3 toilets                                                       | 3,000  | \$89.00         |
| 7/3/2024 | 24423 | 1413 Montclair Pl   | Harry and Mary Beth Bradshaw | Plumbing | Bathroom Remodel                                                                                   | 4,590  | \$53.00         |
|          |       |                     |                              |          |                                                                                                    |        | <b>\$641.00</b> |

**Group Total: 7**

**Group: Pool/Hot Tub**

|           |       |                  |                 |              |                                  |     |                |
|-----------|-------|------------------|-----------------|--------------|----------------------------------|-----|----------------|
| 7/23/2024 | 24474 | 720 Van Buren St | Brenda M Osborn | Pool/Hot Tub | 15 ft round soft side with frame | 800 | \$70.00        |
|           |       |                  |                 |              |                                  |     | <b>\$70.00</b> |

**Group Total: 1**

**Group: Right of Way Opening Permit**

|           |       |                   |                       |                             |                                        |   |         |
|-----------|-------|-------------------|-----------------------|-----------------------------|----------------------------------------|---|---------|
| 7/30/2024 | 24495 | 610 W Cramer St   | Herta Keene           | Right of Way Opening Permit | Replacing sidewalk in right of way     | 0 | \$50.00 |
| 7/29/2024 | 24491 | 600 Talcott Ave   | City of Fort Atkinson | Right of Way Opening Permit | WR4946338 Replace and Move Gas Service | 0 | \$50.00 |
| 7/29/2024 | 24490 | 600 Rockwell Ave  | Charter               | Right of Way Opening Permit | Charter Service to 600 Rockwell Ave    | 0 | \$50.00 |
| 7/29/2024 | 24489 | 100 E Sherman Ave | First American Bank   | Right of Way Opening Permit | Charter Communications                 | 0 | \$50.00 |
| 7/29/2024 | 24487 | 821 Monroe Street | Amanda Moehling       | Right of Way Opening Permit | Replacing concrete                     | 0 | \$50.00 |

|           |       |                                                                            |                       |                             |                                                          |   |                 |
|-----------|-------|----------------------------------------------------------------------------|-----------------------|-----------------------------|----------------------------------------------------------|---|-----------------|
|           |       |                                                                            |                       |                             | sidewalk and apron at south parking lot entrance.        |   |                 |
| 7/24/2024 | 24477 | Cloute St, Messmer, Roosevelt, Caswell, Zaffke, Frederick, Nelson, Jackson | City of Fort Atkinson | Right of Way Opening Permit | WR49551115 Fort Atkinson Water Main Relay                | 0 |                 |
| 7/24/2024 | 24476 | 309 Monroe St                                                              | Marcene Smith         | Right of Way Opening Permit | WR5006909 Replace Gas Service                            | 0 | \$50.00         |
| 7/24/2024 | 24475 | 307 Robert St                                                              | City of Fort Atkinson | Right of Way Opening Permit | Replacing curb ramps                                     | 0 |                 |
| 7/18/2024 | 24465 | 321 Hilltop Trail                                                          |                       | Right of Way Opening Permit | driveway                                                 | 0 | \$50.00         |
| 7/18/2024 | 24463 | 624 W Cramer St                                                            | Frank Heth            | Right of Way Opening Permit | Driveway replacement and apron                           | 0 | \$50.00         |
| 7/18/2024 | 24462 | 620 W Cramer St                                                            | Charlie Barr          | Right of Way Opening Permit | Replacing driveway and right of way                      | 0 | \$50.00         |
| 7/16/2024 | 24456 | 1442 LAKEVIEW DR                                                           |                       | Right of Way Opening Permit | RIGHT OF WAY                                             | 0 | \$50.00         |
| 7/16/2024 | 24455 | 1607 JAMESWAY                                                              |                       | Right of Way Opening Permit | RIGHT OF WAY                                             | 0 | \$50.00         |
| 7/15/2024 | 24448 | 619 Reena Avenue, Fort Atkinson                                            | Windbriar Condos      | Right of Way Opening Permit | off of Premier Place - city approach and city sidewalk   | 0 | \$50.00         |
| 7/9/2024  | 24438 | 1605 Jamesway                                                              | Katie Pechous         | Right of Way Opening Permit | WR# 4976350 Replace Service                              | 0 | \$50.00         |
| 7/9/2024  | 24437 | 600 Talcott Ave                                                            | City of Fort Atkinson | Right of Way Opening Permit | WR# 4946338 Replace Gas Service, install on new building | 0 | \$50.00         |
| 7/8/2024  | 24427 | 415 Clover Lane                                                            |                       | Right of Way Opening Permit | curb and gutter 17 ft of curb and 6x12 apron             | 0 | \$50.00         |
|           |       |                                                                            |                       |                             |                                                          |   | <b>\$750.00</b> |

**Group Total: 17**

**Group: Single Family Alteration/Addition**

|           |       |                   |                 |                                   |                    |        |          |
|-----------|-------|-------------------|-----------------|-----------------------------------|--------------------|--------|----------|
| 7/31/2024 | 24499 | 213 E Sherman Ave | John Ciccarelli | Single Family Alteration/Addition | Kitchen renovation | 60,000 | \$139.25 |
|-----------|-------|-------------------|-----------------|-----------------------------------|--------------------|--------|----------|

|           |       |                    |                           |                                   |                                                                                                                     |        |                 |
|-----------|-------|--------------------|---------------------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------|--------|-----------------|
| 7/29/2024 | 24494 | 535 Robert St.     | Michelle and Ryan Whisner | Single Family Alteration/Addition | Bathroom Remodel                                                                                                    | 15,000 | \$48.75         |
| 7/26/2024 | 24485 | 111 N Third St     | Spot on                   | Single Family Alteration/Addition | Remodel and repipe entire house                                                                                     | 9,000  | \$71.00         |
| 7/25/2024 | 24481 | 808 McCoy Park Rd  | Dennis & Deanna Tessman   | Single Family Alteration/Addition | Removing Cast iron tub and installing shower. Running PVC in wall and removing cast iron drain, replacing with PVC. | 6,887  | \$59.00         |
| 7/19/2024 | 24470 | 1627 Stacy Ln      | JOSE E VASQUEZ            | Single Family Alteration/Addition | Bathroom remodel                                                                                                    | 60,000 | \$59.00         |
| 7/17/2024 | 24457 | 111 N Third St     | Spoton Properties LLC     | Single Family Alteration/Addition | Remodeling kitchen, Bathroom,                                                                                       | 50,000 | \$91.00         |
| 7/5/2024  | 24425 | 1413 Montclair Pl. | HARRY A BRADSHAW          | Single Family Alteration/Addition | Bathroom Remodel                                                                                                    | 40,000 | \$55.25         |
|           |       |                    |                           |                                   |                                                                                                                     |        | <b>\$523.25</b> |

**Group Total: 7**

**Group: Zoning**

|           |       |                 |                 |        |                          |        |                |
|-----------|-------|-----------------|-----------------|--------|--------------------------|--------|----------------|
| 7/24/2024 | 24479 |                 | Tony Romens     | Zoning |                          | 7      |                |
| 7/15/2024 | 24447 | 800 Madison Ave | FCCU            | Zoning |                          | 60,000 |                |
| 7/1/2024  | 24418 | 647 Short St    | James Garthwait | Zoning | Pergola Kit installation | 2,000  | \$25.00        |
|           |       |                 |                 |        |                          |        | <b>\$25.00</b> |

**Group Total: 3**

|  |  |  |  |  |  |  |                   |
|--|--|--|--|--|--|--|-------------------|
|  |  |  |  |  |  |  | <b>\$9,336.75</b> |
|--|--|--|--|--|--|--|-------------------|

**Total Records: 76**

**8/5/2024**

  
 Jedidiah Draeger  
 Building Inspector/Zoning Administrator



## MEMORANDUM

**DATE:** September 3, 2024

**TO:** Fort Atkinson City Council

**FROM:** Rebecca Houseman, City Manager

**RE:** Review and possible action relating to a proclamation recognizing September as National Senior Center Month in the City of Fort Atkinson (Houseman, City Manager)

---

### BACKGROUND

The Fort Atkinson Senior Center provides opportunities for social, nutritional, instructional and leisure activities and opportunities for citizens. Celebrated every year in September, National Senior Center Month is a time to shine a light on senior centers, showing the entire nation how vital they are to the health and well-being of a community. Senior centers provide countless hours of support and encouragement to older adults and have become integral to healthcare delivery in our communities by providing COVID-19 guidance, vaccine education, and vaccinations to their participants. They offer a place for older adults to discover their unique interests, talents, and aspirations.

### DISCUSSION

Senior centers have evolved since their beginning in the 1940s, through their inclusion in the Older American's Act in 1973, and up to today. But the mission has remained: to be the local, trusted place in the community that connects people to the programs, services, and opportunities they need to age well.

The Fort Atkinson Senior Center provides opportunities for social, nutritional, instructional and leisure activities and opportunities for citizens.

### FINANCIAL ANALYSIS

There is no financial impact as a result of the passage of this proclamation.

### RECOMMENDATION

Staff recommends the council approve the proclamation celebrating September as Senior Center Month in the City of Fort Atkinson.

### ATTACHMENTS

1. Proclamation Senior Center Month

**PROCLAMATION  
RECOGNIZING SEPTEMBER AS  
NATIONAL SENIOR CENTER MONTH**

**WHEREAS**, senior centers support a growing population of older adults in the City of Fort Atkinson by providing essential services such as food and nutrition, cultural and social activities, information and assistance, educational opportunities, celebratory events, health and wellness programs, and connection for isolated seniors; and

**WHEREAS**, senior centers have evolved since their beginning in the 1940s, through their inclusion in the Older American’s Act in 1973, and up to today. But the mission has remained: to be the local, trusted place in the community that connects people to the programs, services, and opportunities they need to age well; and,

**WHEREAS**, the Fort Atkinson Senior Center provides opportunities for social, nutritional, instructional and leisure activities and opportunities for citizens. It offers fitness, craft classes, various groups, games, trips, health checks, social breakfasts and more; and

**WHEREAS**, the Fort Atkinson Senior Center hosts a monthly breakfast social with no cost to attend on the last Friday of the month and on the third Thursday of the month the Center hosts “Health Days” to include blood pressure checks and foot care;

**WHEREAS**, celebrated every year in September, National Senior Center Month is a time to shine a light on senior centers, showing the entire nation how vital they are to the health and well-being of a community. They offer a place for older adults to discover their unique interests, talents, and aspirations; and

**NOW, THEREFORE, I**, Davin Lescohier, City Council President of the City of Fort Atkinson, along with my council colleagues do here by recognize September as National Senior Center Month in the City of Fort Atkinson

Proclaimed this 3rd day of September, 2024.

**CITY OF FORT ATKINSON**

---

Davin Lescohier, Council President

ATTEST:

---

Michelle Ebbert, City Clerk/Treasurer/Finance Director



# Dwight Foster Public Library's 2024 Summer Reading Program



**1035  
READERS**



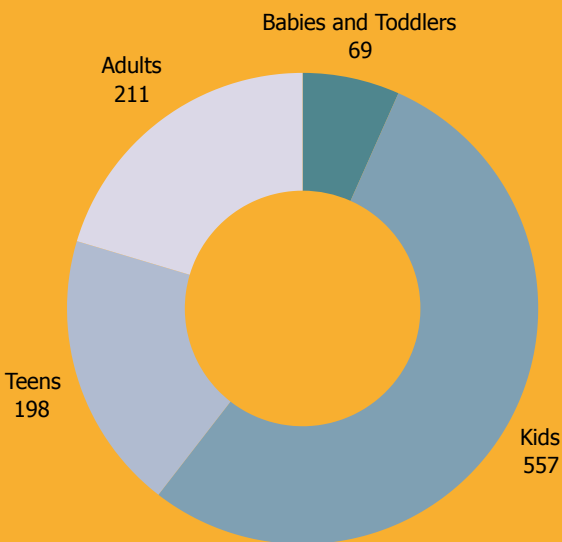
**7692  
HOURS LOGGED**



**3387  
BOOKS LOGGED**



## Registered Participants



**62 EVENTS  
1321 EVENT ATTENDEES**



**35 STUDENT VOLUNTEERS  
265.5 VOLUNTEER HOURS**





## MEMORANDUM

**DATE:** September 3, 2024

**TO:** Fort Atkinson City Council

**FROM:** Jeff Armstrong, Water Utility Superintendent

**RE:** Review and possible action relating to the purchase of a new electric truck for the Water Utility at a cost not to exceed \$47,588 (Armstrong, Water Utility Superintendent)

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### BACKGROUND

The Water Utility is set to replace one well-used 2009 gasoline engine service vehicle in 2024. A total of \$50,000 for this truck was approved in the 2024 Capital Improvements Project Budget along with the 2024 Operating Budget in November 2023. The source of funding for this item in the CIP is the Water Utility.

### DISCUSSION

Water Utility staff sought and received bids from two vendors for this purchase. Current state vehicle contracts only include pricing on Ford vehicles. After receiving bids, staff discussed the possible purchase of an Electric Vehicle (EV) instead of a gasoline engine vehicle. The City of Sun Prairie was featured in an August issue of the Municipality Magazine relating to their recent EV vehicle purchases. Water Utility staff contacted Sun Prairie for their review, and their feedback was very positive. Currently, in 2024, the Federal Government has a clean vehicle credit program in place. This program includes EV trucks qualifying for a \$7,500.00 incentive.

Warranty on an EV truck is similar to other vehicles; 3 years 36,000 miles and 8 years 100,000 miles on the batteries and drive-train. Current battery life expectancy with proper maintenance should be 10 + years.

### FINANCIAL ANALYSIS

#### Griffin Ford Fort Atkinson

Gasoline engine: 2024 F-150 XL, 4 - Wheel Drive, Regular Cab, w/2.7 Eco Boost engine.

Selling cost \$43,985

City Cost \$40,000.00

Service fee, License \$ 588.00

\$40,588.00

Tool Box city install \$ 1600.00

Total cost: \$42,188.00

EV: 2024 F-150 Lighting Pro, All-Wheel Drive, Super crew. Options include a mobile power cord (\$500.00).

Selling cost \$ 57,590.00

City Cost \$45,000.00 with options

Service fee, License \$ 588.00

\$45,588.00 \* With possible Federal incentive \$38,088.00

Charger city install \$ 500.00

Tool Box city install \$ 1500.00

Total Cost: \$47,588.00 \*\$40,088 with \$7,500 incentive

#### **EWALD Automotive Oconomowoc**

Gasoline engine: 2024 F-150 XL, 4 - Wheel Drive, Regular Cab, w/2.7 Eco Boost engine.

Selling cost \$45,520.00

City Cost \$40,001.00

Service fee, License \$ 247.50

\$40,248.50

Tool Box city install \$ 1600.00

Total cost: \$41,848.50

EV: 2024 F-150 Lighting Pro, All-Wheel Drive, Super crew. Options include a spray-in bed liner and a back-up alarm (\$815.00).

Selling cost \$ 57,905.00

City Cost \$47,527.00 with options

Service fee, License \$ 247.50

\$47,774.50 \* With possible Federal incentive \$40,274.50

Charger city install \$ 500.00

Tool Box city install \$ 1500.00

Total Cost: \$49,774.50 \*\$42,274.50 with \$7,500 incentive

**Gasoline Engine:** The Utility has a 2022 F150 gasoline engine truck, very comparable to the 2024 gasoline engine truck quoted. The Utility spends about \$200-\$225/month on gasoline. The Utility is spending about \$280-\$300/month on gasoline on the older truck that is set for replacement. The trucks average about 400–500 miles per month for regular Utility operations.

Based on some searches, the Ford Lighting will average 2.0 kWh per mile and the average cost of electricity is approximately \$.14/kWh.

*(kilowatt-hour (kWh) is a unit of measurement for electricity that is used to measure how much energy a device or appliance consumes over a period of time.)*

**EV Lightning:** 500 miles per month ÷ 2.0 miles per kWh = 250 x .14 kWh = \$35.00/month to charge. This is an estimate, and the actual mile per kWh could vary.

**\*\* Cost Analyst (gasoline cost based on new vehicle)**

Gasoline \$2,700.00/year, Electricity \$420.00, savings = \$2,280.00/year.

The EV truck and charger cost is \$5,500.00 higher than gasoline, making the return on the investment in approximately 2.4 years.

\*\*With the solar electricity system on the south side Water Utility building, charging an EV vehicle during daylight hours will likely be nothing to a very minimal cost. Colder/darker weather months with snow on the panels may have some impact, but with a gas engine the fuel cost will increase at that time of year as well.

**RECOMMENDATION**

Staff recommends the City Council authorize the purchase of an EV Ford F150 Lighting Truck with charger and tool box installation from Griffin Ford Fort Atkinson at a cost not to exceed \$47,588 with Water Utility funds identified in the 2024 CIP. Staff intends to pursue the \$7,500 federal incentive for the vehicle, making the final cost \$40,088.

**ATTACHMENTS**

1. Sun Prairie EV Article
2. Quotes Ford F150 EV Truck
3. Clean Vehicle Credit
4. Quotes F150 Truck Gasoline



# Local Government Innovations



## City of Sun Prairie - Elective Pay

**Project Details:** In 2023, the City of Sun Prairie added two electric vehicles and one plug-in hybrid electric vehicle to its municipal fleet. A Ford F-150 Lightning was purchased for the wastewater department, a Ford EV transit van was purchased for building maintenance, and a Kia Niro was purchased for building inspection.

**Applicable Tax Credit:** Alternative vehicle tax credit

### What Costs Were Covered by Elective Pay?

The city anticipates receiving \$18,250 in elective pay, which covers 12% of the total cost of these three vehicles. This elective pay made it possible



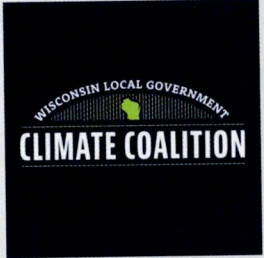
to upgrade these vehicles to EV/PHEV over the internal combustion engine vehicles originally budgeted in the capital improvement plan, as it offset the cost difference. Learn more about Sun Prairie's story by scanning the QR code on the right.

**Advice for Other Municipalities:** There is no better time to consider upgrading your fleet and installing clean energy systems. The elective pay process is not as scary as it sounds. Pre-filing was relatively easy thanks to the office hours held by the IRS, and the actual filing process only took a couple hours. We were able to work with our neighboring municipalities who were also filing at the same time and compare notes, making the process more feasible.

## City of Stevens Point & Wisconsin Local Government Climate Coalition - Energy Innovation Grant

**Project Details:** Stevens Point and over 20 other members of the Wisconsin Local Government Climate Coalition (WLGCC) partnered together to better understand their communities' greenhouse gas (GHG) emissions, and develop strategies to reduce those emissions. Members will use ICLEI USA's Clearpath tool to complete community-wide GHG inventories, and participate in cohort trainings. ICLEI and WLGCC will also provide additional support, including streamlining data collection efforts to reduce this burden for local government staff.

**Grant Program:** The Energy Innovation Grant Program (EIGP) is offered by the Public Service Commission's Office of Energy Innovation. Learn more about this program by scanning the QR code on the right. The City of Stevens Point was awarded a total of \$178,676 for this effort.







Date: 08/01/2024 9:47 AM

Salesperson: Dennis Mitchell

Manager: John Chady

FOR INTERNAL USE ONLY

|               |                                                          |             |                |
|---------------|----------------------------------------------------------|-------------|----------------|
| BUSINESS NAME | CITY OF FORT ATKINSON                                    | Home Phone: | (920) 563-7777 |
| CONTACT       |                                                          |             |                |
| Address :     | 101 N MAIN ST<br>FORT ATKINSON, WI 53538<br>JEFFERSON CO | Work Phone: |                |
| E-Mail :      | Cell Phone: (920) 728-1988                               |             |                |

|           |                           |         |             |
|-----------|---------------------------|---------|-------------|
| VEHICLE   |                           |         |             |
| Stock # : | New / Used : New          | VIN :   | Mileage : 0 |
| Vehicle : | 2024 Ford F-150 Lightning | Color : |             |
| Type :    | Pro All-Wheel D           |         |             |

|           |         |           |  |
|-----------|---------|-----------|--|
| TRADE IN  |         |           |  |
| Payoff :  | VIN :   | Mileage : |  |
| Vehicle : | Color : |           |  |
| Type :    |         |           |  |

|                  |           |
|------------------|-----------|
| Selling Price    | 57,590.00 |
| Discount         | 12,590.00 |
| Adjusted Price   | 45,000.00 |
|                  |           |
|                  |           |
|                  |           |
|                  |           |
| Total Purchase   | 45,000.00 |
| Trade Allowance  |           |
| Trade Difference |           |
|                  |           |
| Service Fee      | 399.00    |
| Non Tax Fees     | 189.00    |
| Trade Payoff     |           |
| Cash Deposit     |           |
| Balance          | 45,588.00 |

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_  
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



Preview Order F999 - W1B - 4x4 Pro SuperCrew: Order Summary Time of Preview: 08/01/2024 09:33:36 Receipt: NA

Dealership Name: Griffin Ford Fort Atkinson, Inc.

Sales Code : F41379

|               |               |               |       |              |       |             |      |
|---------------|---------------|---------------|-------|--------------|-------|-------------|------|
| Dealer Rep.   | John Chady    | Type          | Fleet | Vehicle Line | F-150 | Order Code  | F999 |
| Customer Name | fort atkinson | Priority Code | J2    | Model Year   | 2024  | Price Level | 455  |

| DESCRIPTION                    | MSRP    | DESCRIPTION                    | MSRP         |
|--------------------------------|---------|--------------------------------|--------------|
| F150 4X4 SUPERCREW PRO - 145   | \$54995 | FLEET EV NET INVOICE CREDIT    | \$0          |
| 145 INCH WHEELBASE             | \$0     | FRONT LICENSE PLATE BRACKET    | \$0          |
| TOTAL BASE VEHICLE             | \$54995 | FLT ORDER CREDIT-PRO SERIES    | \$0          |
| OXFORD WHITE                   | \$0     | 18" MACH BLACK HIGH GLOSS WHL  | \$0          |
| VINYL BUCKETS SEATS            | \$0     | MOBILE POWER CORD (120V/240V)  | \$500        |
| MEDIUM DARK SLATE              | \$0     | PRICE CONCESSION INDICATOR     | \$0          |
| EQUIPMENT GROUP 110A           | \$0     | REMARKS TRAILER                | \$0          |
| .PRO SERIES                    | \$0     | SPECIAL DEALER ACCOUNT ADJUSTM | \$0          |
| .ZERO EMISSIONS VEHICLE        | \$0     | SPECIAL FLEET ACCOUNT CREDIT   | \$0          |
| 98KWH STD BAT                  | \$0     | FUEL CHARGE                    | \$0          |
| SINGLE-SPEED TRANSMISSION      | \$0     | NET INVOICE FLEET OPTION (B4A) | \$0          |
| 275/65R18 BSW ALL-TERRAIN TIRE | \$0     | PRICED DORA                    | \$0          |
| 8350# GVWR PACKAGE             | \$0     | ADVERTISING ASSESSMENT         | \$0          |
| JOB #2 ORDER                   | \$0     | DESTINATION & DELIVERY         | \$2095       |
|                                |         |                                |              |
| TOTAL BASE AND OPTIONS         |         |                                | MSRP \$57590 |
| DISCOUNTS                      |         |                                | NA           |
| TOTAL                          |         |                                | \$57590      |

ORDERING FIN: QI278 END USER FIN: QI278

INCENTIVES  
Acc. Code ID :10 Contract/Ref # :30-339R Bid Date :11/27/23State : WI

DISCOUNTS:  
\$-100.00

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

Customer Signature Date



**Ewald Automotive Group**

Chrissy Gensch | 262-673-9400 | [chrissy.gensch@ewaldauto.com](mailto:chrissy.gensch@ewaldauto.com)

**City of Fort Atkinson**

**Prepared For:** Jeff Armstrong

920-397-9916

[jarmstrong@fortatkinsonwi.gov](mailto:jarmstrong@fortatkinsonwi.gov)

Vehicle: [Fleet] 2024 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box







Vehicle: [Fleet] 2024 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box ( Complete )

Quote Worksheet

|                               | MSRP          |
|-------------------------------|---------------|
| Base Price                    | \$54,995.00   |
| Dest Charge                   | \$2,095.00    |
| Total Options                 | \$815.00      |
| Subtotal                      | \$57,905.00   |
| Subtotal Pre-Tax Adjustments  | \$0.00        |
| Less Customer Discount        | (\$10,378.00) |
| Subtotal Discount             | (\$10,378.00) |
| Trade-In                      | \$0.00        |
| Subtotal Trade-In             | \$0.00        |
| Taxable Price                 | \$47,527.00   |
| Sales Tax                     | \$0.00        |
| Subtotal Taxes                | \$0.00        |
| Subtotal Post-Tax Adjustments | \$0.00        |
| Total Sales Price             | \$47,527.00   |

Comments:

2024 Ford F150 Lightning PRO to the specifications as detailed. Registration and Delivery fees are not included. Due to current market, lead time can not be guaranteed. Delivery to Fort Atkinson, please add \$78 to quoted price.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 23079. Data Updated: Jul 31, 2024 6:43:00 PM PDT.



Vehicle: [Fleet] 2024 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box ( Complete )

Standard Equipment

Mechanical

- Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range high-voltage battery (STD)
- Transmission: Single-Speed (STD)
- Transmission w/Driver Selectable Mode
- Full-Time All-Wheel
- Driver Selectable Rear Locking Differential
- 9.61 Axle Ratio
- Battery w/Run Down Protection
- Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
- Trailer Wiring Harness
- 2235# Maximum Payload
- GVWR: 8,250 lbs
- HD Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Speed-Sensing Steering
- Permanent Locking Hubs
- Double Wishbone Front Suspension w/Coil Springs
- Trailing Arm Rear Suspension w/Coil Springs
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
- Lithium Ion (li-Ion) Traction Battery w/11.5 kW Onboard Charger, 10 Hrs Charge Time @ 220/240V and 1.517 Hrs Charge Time @ 440V

Exterior

- Wheels: 18" Machined w/Black High Gloss Pockets (STD)
- Tires: 275/65R18 A/T
- Regular Box Style
- Aluminum Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Rear Step Bumper

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Data Version: 23079. Data Updated: Jul 31, 2024 6:43:00 PM PDT.



Vehicle: [Fleet] 2024 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box ( Complete )

Exterior

- Black Side Windows Trim
- Black Door Handles
- Black Manual Side Mirrors w/Manual Folding
- Fixed Rear Window
- Deep Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Integrated Storage
- Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- LED Brakelights
- Headlights-Automatic Highbeams

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
- Radio: FM Stereo w/6 Speakers
- Streaming Audio
- Fixed Antenna

Interior

- Vinyl Bucket Heated Front Seats -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
- Driver Seat
- Passenger Seat
- 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature, Trip Odometer and Trip Computer
- Power Rear Windows

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Data Version: 23079. Data Updated: Jul 31, 2024 6:43:00 PM PDT.





Vehicle: [Fleet] 2024 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box ( Complete )

Interior

- FordPass Connect 4G Mobile Hotspot Internet Access
- Front Cupholder
- Rear Cupholder
- 3 12V DC Power Outlets
- Compass
- Remote Keyless Entry w/Integrated Key Transmitter and Panic Button
- Cruise Control w/Steering Wheel Controls
- Voice Activated Dual Zone Front Automatic Air Conditioning
- HVAC -inc: Underseat Ducts and Console Ducts
- Locking Glove Box
- Driver Foot Rest
- Interior Trim -inc: Cabback Insulator, Metal-Look Door Panel Insert and Metal-Look Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- Day-Night Auto-Dimming Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors
- Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage, 3 12V DC Power Outlets and 8 120V AC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Plastic Floor Trim
- Cargo Area Concealed Storage
- Pickup Cargo Box And Cargo Space Lights
- Smart Device Remote Engine Start

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Vehicle: [Fleet] 2024 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box (  Complete )

Interior

SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial), Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply

Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Trip Computer

Outside Temp Gauge

Digital Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Front Center Armrest

Perimeter Alarm

3 12V DC Power Outlets and 8 120V AC Power Outlets

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Reverse Sensing System Rear Parking Sensors

BLIS (Blind Spot Information System) Blind Spot

Automatic Emergency Braking

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Vehicle: [Fleet] 2024 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box ( Complete )

Safety-Interior

- Lane Keeping Alert Lane Keeping Assist
- Lane Keeping Alert Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Collision Mitigation-Rear
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Ford Co-Pilot360 - Reverse Camera Back-Up Camera

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Hybrid/Electric Components Years: 8
- Hybrid/Electric Components Miles/km: 100,000
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2024 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box ( ✔ Complete )

Selected Model and Options

| MODEL |                                                      |             |
|-------|------------------------------------------------------|-------------|
| CODE  | MODEL                                                | MSRP        |
| W1B   | 2024 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box | \$54,995.00 |

| COLORS |                      |
|--------|----------------------|
| CODE   | DESCRIPTION          |
| UM     | Agate Black Metallic |

| ENGINE |                                                                                                               |        |
|--------|---------------------------------------------------------------------------------------------------------------|--------|
| CODE   | DESCRIPTION                                                                                                   | MSRP   |
| 99K    | Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range high-voltage battery (STD) | \$0.00 |

| TRANSMISSION |                                  |        |
|--------------|----------------------------------|--------|
| CODE         | DESCRIPTION                      | MSRP   |
| 44L          | Transmission: Single-Speed (STD) | \$0.00 |

| OPTION PACKAGE |                               |        |
|----------------|-------------------------------|--------|
| CODE           | DESCRIPTION                   | MSRP   |
| 110A           | Equipment Group 110A Standard | \$0.00 |

| WHEELS |                                                       |        |
|--------|-------------------------------------------------------|--------|
| CODE   | DESCRIPTION                                           | MSRP   |
| 643    | Wheels: 18" Machined w/Black High Gloss Pockets (STD) | \$0.00 |

| PRIMARY PAINT |                      |        |
|---------------|----------------------|--------|
| CODE          | DESCRIPTION          | MSRP   |
| UM            | Agate Black Metallic | \$0.00 |

| SEAT TYPE |                                                                                                                                 |        |
|-----------|---------------------------------------------------------------------------------------------------------------------------------|--------|
| CODE      | DESCRIPTION                                                                                                                     | MSRP   |
| VS        | Medium Dark Slate, Vinyl Bucket Heated Front Seats -inc: 2-way manual driver/passenger w/flow-through console and floor shifter | \$0.00 |

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Vehicle: [Fleet] 2024 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box ( Complete )

ADDITIONAL EQUIPMENT - EXTERIOR

| CODE | DESCRIPTION                                                                                             | MSRP     |
|------|---------------------------------------------------------------------------------------------------------|----------|
| 153  | Front License Plate Bracket -inc: Standard in states requiring 2 license plates, optional to all others | \$0.00   |
| 96W  | Tough Bed Spray-In Bedliner                                                                             | \$595.00 |

ADDITIONAL EQUIPMENT - INTERIOR

| CODE          | DESCRIPTION          | MSRP     |
|---------------|----------------------|----------|
| 85H           | Back-Up Alarm System | \$220.00 |
| Options Total |                      | \$815.00 |

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# Commercial Clean Vehicle Credit

Businesses and tax-exempt organizations that buy a qualified commercial clean vehicle may qualify for a clean vehicle tax credit of up to \$40,000 under Internal Revenue Code (IRC) 45W.

## Credit amount

Follow these steps to calculate the credit amount:

1. Find the maximum credit amount based on the gross vehicle weight rating (GVWR) of the vehicle:
  - Less than 14,000 pounds (typically cars, vans, trucks, and similar passenger-sized vehicles): **maximum credit \$7,500**
  - 14,000 pounds or more (typically larger vehicles like school buses and semi-trucks): **maximum credit \$40,000**
2. Calculate a percentage of **your basis** (the amount of your investment for tax purposes) in the vehicle based on engine type:
  - 30% of basis for a vehicle that **is not powered** by a gasoline or diesel internal combustion engine, such as an electric vehicle (EV) or fuel cell electric vehicle (FCEV).
  - 15% of basis for a vehicle that **is powered** (even partially) by a gasoline or diesel internal combustion engine, such as a plug-in-hybrid electric vehicles (PHEV).

3. Find the incremental cost of the vehicle (the excess of its purchase price over that of a comparable vehicle powered only by gas or diesel internal combustion).

For electric vehicles [placed in service in 2024](#), use the Department of Energy’s incremental cost analysis for the appropriate class of vehicle:

- \$7,000 for compact plug-in hybrid electric vehicles (PHEVs) (includes minicompact and subcompact cars) with a GVWR of less than 14,000 pounds
- \$7,500 for all street electric vehicles, other than compact car PHEVs, with a GVWR of less than 14,000 pounds
- \$40,000 for all other vehicles with a GVWR of 14,000 pounds or more

For previous calendar years, please refer to the Department of Energy's [incremental cost methodology page](#) .

4. Compare the maximum credit amount, percentage of basis, and incremental cost. The **smallest figure** is your credit amount.

## Who qualifies

Businesses and tax-exempt organizations qualify for the credit.

There is no limit on the number of credits your business can claim. For businesses, the credits are nonrefundable, so you can't get back more on the credit than you owe in taxes. A 45W credit can be carried over as a general business credit.

## Vehicles that qualify

To qualify, a vehicle must be subject to a depreciation allowance, with an exception for vehicles placed in service by a tax-exempt organization and not subject to a lease.

The vehicle must also:

- Be made by a qualified manufacturer as defined in [IRC 30D\(d\)\(1\)\(C\)](#)  (see our [index](#) of qualified manufacturers)
- Be for use in your business, not for resale
- Be for use primarily in the United States
- Not have been allowed a credit under sections 30D or 45W

In addition, the vehicle must either be:

- Treated as a motor vehicle for purposes of title II of the Clean Air Act and manufactured primarily for use on public roads (not including a vehicle operated exclusively on a rail or rails); or
- Mobile machinery as defined in [IRC 4053\(8\)](#)  (including vehicles that are not designed to perform a function of transporting a load over a public highway)

The vehicle or machinery must also either be:

- A plug-in electric vehicle that draws significant propulsion from an electric motor with a battery capacity of at least:
  - 7 kilowatt hours if the gross vehicle weight rating (GVWR) is under 14,000 pounds
  - 15 kilowatt hours if the GVWR is 14,000 pounds or more; or
- A fuel cell motor vehicle that satisfies the requirements of [IRC 30B\(b\)\(3\)\(A\) and \(B\)](#) .

## How to claim the credit

Partnerships and S corporations must file [Form 8936, Clean Vehicle Credits](#).

All other taxpayers report this credit on line 1y in Part III of [Form 3800, General Business Credit](#).

A tax-exempt entity must file a [Form 990-T, Exempt Organization Business Income Tax Return](#)  with an attached Form 3800, even if a Form 990-T would not otherwise be required to be filed.

## Related

- [Frequently asked questions about the Commercial Clean Vehicles Credit](#)
- [Credits for new electric vehicles purchased in 2022 or before](#)





Date: 07/31/2024 3:42 PM  
Salesperson: Dennis Mitchell  
Manager: John Chady

FOR INTERNAL USE ONLY

|               |                                                          |             |                |
|---------------|----------------------------------------------------------|-------------|----------------|
| BUSINESS NAME | CITY OF FORT ATKINSON                                    | Home Phone: | (920) 563-7777 |
| CONTACT       |                                                          |             |                |
| Address :     | 101 N MAIN ST<br>FORT ATKINSON, WI 53538<br>JEFFERSON CO | Work Phone: |                |
| E-Mail :      | Cell Phone: (920) 728-1988                               |             |                |

|           |                  |         |             |
|-----------|------------------|---------|-------------|
| VEHICLE   |                  |         |             |
| Stock # : | New / Used : New | VIN :   | Mileage : 0 |
| Vehicle : | 2024 Ford F-150  | Color : |             |
| Type :    | XL 4x4 Regular   |         |             |

|           |         |           |  |
|-----------|---------|-----------|--|
| TRADE IN  |         |           |  |
| Payoff :  | VIN :   | Mileage : |  |
| Vehicle : | Color : |           |  |
| Type :    |         |           |  |

|                  |           |
|------------------|-----------|
| Selling Price    | 43,985.00 |
| Discount         | 3,985.00  |
| Adjusted Price   | 40,000.00 |
|                  |           |
|                  |           |
|                  |           |
|                  |           |
| Total Purchase   | 40,000.00 |
| Trade Allowance  |           |
| Trade Difference |           |
|                  |           |
| Service Fee      | 399.00    |
| Non Tax Fees     | 189.00    |
| Trade Payoff     |           |
| Cash Deposit     |           |
| Balance          | 40,588.00 |

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_  
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.





Preview Order F999 - F1L - 4x4 XL Regular Cab: Order Summary Time of Preview: 07/31/2024 15:41:31 Receipt: 7/31/2024

Dealership Name: Griffin Ford Fort Atkinson, Inc. Sales Code : F41379

|               |               |               |       |              |       |             |      |
|---------------|---------------|---------------|-------|--------------|-------|-------------|------|
| Dealer Rep.   | John Chady    | Type          | Fleet | Vehicle Line | F-150 | Order Code  | F999 |
| Customer Name | FORT ATKINSON | Priority Code | J2    | Model Year   | 2024  | Price Level | 450  |

| DESCRIPTION                   | MSRP    | DESCRIPTION                    | MSRP    |
|-------------------------------|---------|--------------------------------|---------|
| F150 4X4 REGULAR CAB XL - 141 | \$41990 | JOB #2 ORDER                   | \$0     |
| 141 INCH WHEELBASE            | \$0     | FORD FLEET SPECIAL ADJUSTMENT  | \$0     |
| TOTAL BASE VEHICLE            | \$41990 | FRONT LICENSE PLATE BRACKET    | \$0     |
| OXFORD WHITE                  | \$0     | 50 STATE EMISSIONS             | \$0     |
| VINYL 40/20/40 FRONT SEAT     | \$0     | EXTENDED RANGE 36GAL FUEL TANK | \$0     |
| MEDIUM DARK SLATE             | \$0     | PRICE CONCESSION INDICATOR     | \$0     |
| EQUIPMENT GROUP 101A          | \$0     | REMARKS TRAILER                | \$0     |
| .XL SERIES                    | \$0     | SPECIAL DEALER ACCOUNT ADJUSTM | \$0     |
| .17" SILVER STEEL WHEELS      | \$0     | SPECIAL FLEET ACCOUNT CREDIT   | \$0     |
| 2.7L V6 ECOBOOST              | \$0     | FUEL CHARGE                    | \$0     |
| ELEC TEN-SPEED AUTO TRANS     | \$0     | NET INVOICE FLEET OPTION (B4A) | \$0     |
| .265/70R 17 BSW ALL-TERRAIN   | \$0     | PRICED DORA                    | \$0     |
| 3.55 RATIO REGULAR AXLE       | \$0     | ADVERTISING ASSESSMENT         | \$0     |
| 6450# GVWR PACKAGE            | \$0     | DESTINATION & DELIVERY         | \$1995  |
| TOTAL BASE AND OPTIONS        |         | MSRP                           | \$43985 |
| DISCOUNTS                     |         |                                | NA      |
| TOTAL                         |         |                                | \$43985 |

ORDERING FIN: QI278 END USER FIN: QI278

INCENTIVES DISCOUNTS:  
Acc. Code ID :10 Contract/Ref # :30-313R Bid Date :11/27/23State : WI \$-600.00

|                    |                 |
|--------------------|-----------------|
| Customer Name:     | Customer Email: |
| Customer Address:  | Customer Phone: |
| <hr/>              |                 |
| Customer Signature | Date            |



**Ewald Automotive Group**

Chrissy Gensch | 262-673-9400 | [chrissy.gensch@ewaldauto.com](mailto:chrissy.gensch@ewaldauto.com)

**City of Fort Atkinson**

**Prepared For:** Jeff Armstrong

920-397-9916

[jarmstrong@fortatkinsonwi.gov](mailto:jarmstrong@fortatkinsonwi.gov)

Vehicle: [Fleet] 2024 Ford F-150 (F1L) XL 4WD Reg Cab 8' Box





Vehicle: [Fleet] 2024 Ford F-150 (F1L) XL 4WD Reg Cab 8' Box ( Complete )

Quote Worksheet

|                               | MSRP         |
|-------------------------------|--------------|
| Base Price                    | \$41,990.00  |
| Dest Charge                   | \$1,995.00   |
| Total Options                 | \$1,535.00   |
| Subtotal                      | \$45,520.00  |
| Subtotal Pre-Tax Adjustments  | \$0.00       |
| Less Customer Discount        | (\$5,519.00) |
| Subtotal Discount             | (\$5,519.00) |
| Trade-In                      | \$0.00       |
| Subtotal Trade-In             | \$0.00       |
| Taxable Price                 | \$40,001.00  |
| Sales Tax                     | \$0.00       |
| Subtotal Taxes                | \$0.00       |
| Subtotal Post-Tax Adjustments | \$0.00       |
| Total Sales Price             | \$40,001.00  |

Comments:

2024 Ford F150 4WD Reg Cab 8' box to the specifications as detailed. Registration and Delivery fees are not included. Due to current market, lead time can not be guaranteed. Delivery to Fort Atkinson, please add \$78 to quoted price.

Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Fleet] 2024 Ford F-150 (F1L) XL 4WD Reg Cab 8' Box ( Complete )

Standard Equipment

Mechanical

- Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology (STD)
- Transmission: Electronic 10-Speed Automatic -inc: SelectShift w/progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
- 3.55 Axle Ratio (STD)
- 50 State Emissions System
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 200 Amp Alternator
- 70-Amp/Hr 760CCA Maintenance-Free Battery w/Run Down Protection
- Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
- Trailer Wiring Harness
- 1720# Maximum Payload
- GVWR: 6,450 lbs Payload Package
- HD Shock Absorbers
- Front Anti-Roll Bar
- Electric Power-Assist Steering
- Single Stainless Steel Exhaust
- 36 Gal. Fuel Tank
- Auto Locking Hubs
- Double Wishbone Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

- Wheels: 17" Silver Steel (STD)
- Tires: 265/70R17 BSW A/T (STD)
- Regular Box Style
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint

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Vehicle: [Fleet] 2024 Ford F-150 (F1L) XL 4WD Reg Cab 8' Box ( Complete )

Exterior

- Black Rear Step Bumper
- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Side Windows Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Manual Folding
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Ford Co-Pilot360 - Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights
- Headlights-Automatic Highbeams

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
- Radio: AM/FM SiriusXM w/360L -inc: 4 speakers and auxiliary audio input jack
- Streaming Audio
- Fixed Antenna

Interior

- Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger and armrest
- Driver Seat
- Passenger Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
- FordPass Connect 5G Mobile Hotspot Internet Access

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Vehicle: [Fleet] 2024 Ford F-150 (F1L) XL 4WD Reg Cab 8' Box (  Complete )

Interior

- Front Cupholder
- Compass
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- Locking Glove Box
- Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- Mini Overhead Console w/Storage and 1 12V DC Power Outlet
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Pickup Cargo Box Lights
- Smart Device Remote Engine Start
- Connected Navigation Integrated Navigation System w/Voice Activation
- SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation, Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
- Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver And Passenger Door Bins
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Power Door Locks w/Autolock Feature
- Redundant Digital Speedometer
- Trip Computer

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Vehicle: [Fleet] 2024 Ford F-150 (F1L) XL 4WD Reg Cab 8' Box ( Complete )

Interior

- Outside Temp Gauge
- Digital/Analog Appearance
- Seats w/Carpet Back Material
- Manual Adjustable Front Head Restraints
- Front Center Armrest
- Perimeter Alarm
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 1 12V DC Power Outlet
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Reverse Sensing System Rear Parking Sensors
- BLIS (Blind Spot Information System) Blind Spot
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- Lane Keeping Alert Lane Keeping Assist
- Lane Keeping Alert Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Collision Mitigation-Rear
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st Row Airbags
- Airbag Occupancy Sensor
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
- Ford Co-Pilot360 - Reverse Camera Back-Up Camera

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Data Version: 23079. Data Updated: Jul 31, 2024 6:43:00 PM PDT.



Vehicle: [Fleet] 2024 Ford F-150 (F1L) XL 4WD Reg Cab 8' Box (  Complete )

WARRANTY

Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Corrosion Years: 5  
Corrosion Miles/km: Unlimited  
Roadside Assistance Years: 5  
Roadside Assistance Miles/km: 60,000

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Data Version: 23079. Data Updated: Jul 31, 2024 6:43:00 PM PDT.





Vehicle: [Fleet] 2024 Ford F-150 (F1L) XL 4WD Reg Cab 8' Box ( Complete )

Selected Model and Options

MODEL

| CODE | MODEL                                 | MSRP        |
|------|---------------------------------------|-------------|
| F1L  | 2024 Ford F-150 XL 4WD Reg Cab 8' Box | \$41,990.00 |

COLORS

| CODE | DESCRIPTION          |
|------|----------------------|
| UM   | Agate Black Metallic |

ENGINE

| CODE | DESCRIPTION                                                     | MSRP   |
|------|-----------------------------------------------------------------|--------|
| 99P  | Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology (STD) | \$0.00 |

TRANSMISSION

| CODE | DESCRIPTION                                                                                                                                                                                   | MSRP   |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 44G  | Transmission: Electronic 10-Speed Automatic -inc: SelectShift w/progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD) | \$0.00 |

OPTION PACKAGE

| CODE | DESCRIPTION                   | MSRP   |
|------|-------------------------------|--------|
| 101A | Equipment Group 101A Standard | \$0.00 |

AXLE RATIO

| CODE | DESCRIPTION                          | MSRP     |
|------|--------------------------------------|----------|
| XL9  | Electronic Locking w/3.55 Axle Ratio | \$470.00 |

WHEELS

| CODE | DESCRIPTION                    | MSRP   |
|------|--------------------------------|--------|
| 64C  | Wheels: 17" Silver Steel (STD) | \$0.00 |

TIRES

| CODE | DESCRIPTION                    | MSRP   |
|------|--------------------------------|--------|
| —    | Tires: 265/70R17 BSW A/T (STD) | \$0.00 |

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Data Version: 23079. Data Updated: Jul 31, 2024 6:43:00 PM PDT.



Vehicle: [Fleet] 2024 Ford F-150 (F1L) XL 4WD Reg Cab 8' Box ( Complete )

PRIMARY PAINT

| CODE | DESCRIPTION          | MSRP   |
|------|----------------------|--------|
| UM   | Agate Black Metallic | \$0.00 |

SEAT TYPE

| CODE | DESCRIPTION                                                                                          | MSRP   |
|------|------------------------------------------------------------------------------------------------------|--------|
| CS   | Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger and armrest | \$0.00 |

ADDITIONAL EQUIPMENT - EXTERIOR

| CODE | DESCRIPTION                                                                                        | MSRP     |
|------|----------------------------------------------------------------------------------------------------|----------|
| 153  | Front License Plate Bracket -inc: Standard in states where required by law, optional to all others | \$0.00   |
| 18B  | Black Platform Running Boards                                                                      | \$250.00 |
| 96W  | Tough Bed Spray-In Bedliner                                                                        | \$595.00 |

ADDITIONAL EQUIPMENT - INTERIOR

| CODE          | DESCRIPTION          | MSRP       |
|---------------|----------------------|------------|
| 85H           | Back-Up Alarm System | \$220.00   |
| Options Total |                      | \$1,535.00 |

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Data Version: 23079. Data Updated: Jul 31, 2024 6:43:00 PM PDT.





## MEMORANDUM

**DATE:** September 3, 2024

**TO:** Fort Atkinson City Council

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

**RE:** Review and possible recommendation relating to a Class "A" Fermented Malt Beverage License for Sarahndipity Salon, located at 121 N. Main Street, for the licensing period of September 4, 2024 through June 30, 2025. (Ebbert, Clerk/Treasurer/Finance Director)

### BACKGROUND

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

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

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

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

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

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

Table 2: Existing Quotas

| <u>License</u>                | <u>Quota</u>              | <u>Licenses<br/>Issued</u> | <u>Licenses<br/>Available</u> |
|-------------------------------|---------------------------|----------------------------|-------------------------------|
| “Class A” Intoxicating Liquor | 16 - 1 per 750 residents  | 16                         | -                             |
| Class “A” Fermented Malt      | 17 - 1 per 750 residents  | 16                         | 1                             |
| “Class B” Intoxicating Liquor | 25 - 1 per 500 residents  | 25                         | 0                             |
| RESERVE                       | 4 - \$10,000 one-time fee | 5                          | 1                             |
| “Class B” Intoxicating Liquor |                           |                            |                               |

## DISCUSSION

Sarahndipity Salon, 121 N. Main Street has held a "Class A" Intoxicating Liquor license since February 2023. The owner has applied for a Class "A" Fermented Malt Beverage license to add to her selection of products for sale following requests by customers. Class A licenses do allow for limited samples between the hours of 11 am to 7 pm. All appropriate documentation was provided.

The existing quota provided in Code of Ordinances Sec 6-62. License Quotas - for Class "A" Fermented Malt Beverages was last amended by the City Council in 2004 allowing the number of licenses *shall be limited to one license for each 750 or fraction thereof of the population of the city.*

The License Committee reviewed the application and recommended Council approval at their August 20, 2024 meeting.

## FINANCIAL ANALYSIS

The publication fee of \$100.00 was paid at time of application. The Class A license fee will be prorated from the date of issuance to the expiration date of June 30, 2025.

## RECOMMENDATION

Staff recommends that the City Council approve the Class "A" Fermented Malt Beverage license

application for Sarahndipity Salon, 121 N. Main Street for the licensing period of September 4, 2024 through June 30, 2025.

**ATTACHMENTS**

1. Sarahndipity Class A Beer applications
2. Sarahndipity Class A Beer
3. 3106Sampling

Form  
AB-200

# Alcohol Beverage License Application

| For Municipal Use Only |  |
|------------------------|--|
| Municipality           |  |
| License Period         |  |

License(s) Requested: (up to two boxes may be checked)

- ☒ Class "A" Beer ..... \$ 100-      ☐ Class "B" Beer ..... \$ \_\_\_\_\_
- ☐ "Class A" Liquor ..... \$ \_\_\_\_\_      ☐ "Class B" Liquor ..... \$ \_\_\_\_\_
- ☐ "Class A" Liquor (cider only) \$ \_\_\_\_\_      ☐ Reserve "Class B" Liquor \$ \_\_\_\_\_
- ☐ "Class C" Liquor (wine only) \$ \_\_\_\_\_

| Fees                 |                |
|----------------------|----------------|
| License Fees         | \$ <u>100-</u> |
| Background Check Fee | \$ <u>-</u>    |
| Publication Fee      | \$ <u>100-</u> |
| Total Fees           | \$ <u>200-</u> |

## Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)

Sarahndipity Salon + Boutique LLC

2. Business Trade Name or DBA

Sarahndipity Salon + Boutique

3. FEIN

83-3378752

4. Wisconsin Seller's Permit Number

456-1020935036-04

5. Entity Type (check one)

☐ Sole Proprietor

☐ Partnership

☒ Limited Liability Company

☐ Corporation

☐ Nonprofit Organization

6. State of Organization

WI

7. Date of Organization

10/24/2018

8. Wisconsin DFI Registration Number

5120535

9. Premises Address

121 N. Main St.

10. City

Fort Atkinson

11. State

WI

12. Zip Code

53538

13. County

Jefferson

14. Governing Municipality: ☒ City ☐ Town ☐ Village

of: Fort Atkinson

15. Aldermanic District

16. Premises Phone

920-691-6799

17. Premises Email

Sarahndipitysalonllc@gmail.com

18. Website

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

The space is approximately 2,000 square feet with the alcohol on display towards the front of the building. Storage areas consist of office "type" areas along with a larger storage area at the back of the building.

20. Mailing Address (if different from premises address)

21. City

22. State

23. Zip Code

## Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated

Location

Trial Date

Penalty Imposed

Was sentence completed? . . . . ☐ Yes ☐ No

Law/Ordinance Violated

Location

Trial Date

Penalty Imposed

Was sentence completed? . . . . ☐ Yes ☐ No



2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . ☐ Yes ☒ No  
beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . ☐ Yes ☒ No  
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? . . . . . ☐ Yes ☒ No  
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity

4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . . ☒ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . . ☐ Yes ☒ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . . ☐ Yes ☒ No

### Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

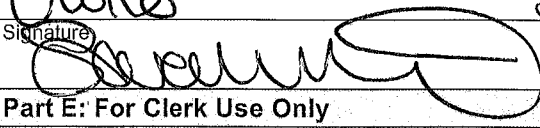
| Last Name | First Name | Title | Phone        |
|-----------|------------|-------|--------------|
| McKinney  | Sarah      | Owner | 920-691-6393 |
|           |            |       |              |
|           |            |       |              |
|           |            |       |              |

### Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

|                                                                                     |                                |              |
|-------------------------------------------------------------------------------------|--------------------------------|--------------|
| Last Name                                                                           | First Name                     | M.I.         |
| McKinney                                                                            | Sarah                          | A            |
| Title                                                                               | Email                          | Phone        |
| Owner                                                                               | Sarahndipitysalonllc@gmail.com | 920-691-6393 |
| Signature                                                                           | Date                           |              |
|  | August 5 2024                  |              |

### Part E: For Clerk Use Only

|                                       |                |                                                 |                     |
|---------------------------------------|----------------|-------------------------------------------------|---------------------|
| Date Application Was Filed With Clerk | License Number | Date License Granted                            | Date License Issued |
|                                       |                |                                                 |                     |
| Signature of Clerk/Deputy Clerk       |                | Date Provisional License Issued (if applicable) |                     |
|                                       |                |                                                 |                     |

Alcohol Beverage  
Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

## Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Sarahndipity Salon LLC

2. Business Trade Name or DBA

Sarahndipity Salon &amp; Boutique

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☒ Limited Liability Company☐ Corporation☐ Nonprofit Organization

## Part B: Individual Information

1. Last Name

McKinney

2. First Name

Sarah

3. M.I.

A

4. Relationship to Business (Title)

Owner

5. Email

Sarahndipitysalonllc@gmail.com

6. Phone

920-691-6393

7. Home Address

W6143 N. Thornapple Ct.

8. City

Fort Atkinson

9. State

WI

10. Zip Code

53538

11. Date of Birth

4/20/1983

12. Drivers License/State ID Number

M250-7818-3640-06

13. Drivers License/State ID State of Issuance

WI

## Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application? . . . .

Years

6

Months

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1

W7772 Hwy 12

City

Fort Atkinson

State

WI

Zip Code

53538

Previous Address 2

City

State

Zip Code

Previous Address 3

City

State

Zip Code

Previous Address 4

City

State

Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State

County

WI

Jefferson

State

County

NC

Union

State

County

State

County

State

County

State

County

State

County

State

County

Continued →

**Part D: Criminal History**

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

|                        |          |                                                                                            |
|------------------------|----------|--------------------------------------------------------------------------------------------|
| Law/Ordinance Violated | Location | Conviction Date                                                                            |
| Penalty Imposed        |          | Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Law/Ordinance Violated | Location | Conviction Date                                                                            |
| Penalty Imposed        |          | Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Law/Ordinance Violated | Location | Conviction Date                                                                            |
| Penalty Imposed        |          | Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No |

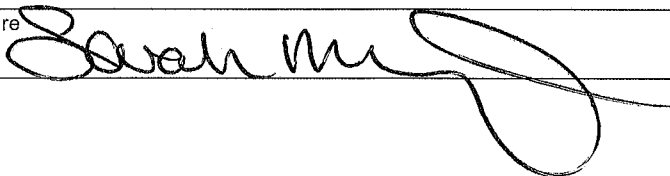
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . . ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

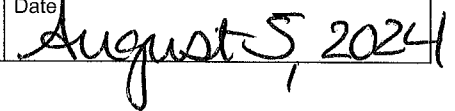
**Part E: Attestation**

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature



Date



Dear Members of the City Council,

I am writing to express my interest in obtaining a Class A Beer License for my business, Sarahndipity Salon & Boutique, located in downtown Fort Atkinson. For over five years, our salon and boutique have been a vibrant part of the community, offering a range of beauty services, boutique and consignment clothing, accessories, and a platform for local entrepreneurs to showcase their custom jewelry, candles, and specialty items.

Since February 2023, we have successfully held a Class A Intoxicating Liquor License, which allows us to sell various wines and liquors. This addition has been well-received by our clientele, enhancing their shopping experience as they enjoy a diverse selection of beverages while exploring our offerings. We have also held special events throughout the year featuring local artists and their customizable jewelry, hats, and belt bags. During these events, we offer two samples of wine or flavored liquor per day as permitted by law, which has led to increased sales and positive feedback from our customers.

One recurring request from our patrons is for beer or similar beverages as an alternative to wine and liquor. Many customers have expressed a desire for such options, especially during our special events. By obtaining a Class A Beer License, we would be able to diversify our beverage offerings and cater to these preferences more effectively. This expansion would not only enhance the customer experience but also help us maintain a competitive edge and grow our customer base.

Our alcohol sales are conducted during regular business hours, which are from 9 am to 7 pm. We strictly adhere to the regulations regarding sampling, ensuring that samples are offered only during special events and served by a licensed bartender to age-eligible recipients. Adding a beer license would allow us to provide a broader range of products while continuing to comply with all applicable laws and regulations.

We are excited about the prospect of expanding our offerings and contributing further to the vibrancy of downtown Fort Atkinson. The addition of a beer license aligns with our commitment to enhancing the shopping experience for our customers and supporting local businesses and artisans.

Thank you for considering our request. I am confident that the Class A Beer License will greatly benefit our business and the community. I look forward to the opportunity to discuss this further and am happy to provide any additional information as needed.

Sincerely,

Sarah McKinney  
Owner  
Sarahndipity Salon & Boutique

---

## **Alcohol Beverage Sampling**

### **Alcohol Beverage Laws**

#### **Fact Sheet 3106**

---

[revenue.wi.gov](http://revenue.wi.gov)

This fact sheet provides information about offering taste samples of alcohol beverages to the general public at licensed or permitted premises.

#### **Sampling at Class A Licensed Premises (Liquor, Grocery, or Convenience Stores)**

Class A retail licensees (retail sales for off premises consumption) are authorized to offer taste samples of alcohol beverages as follows:

##### **"Class A" (Intoxicating Liquor) Licensees**

- Samples must be provided free of charge
- Two samples of wine per person per day not to exceed three fluid ounces per sample
- One sample of distilled spirits per person per day not to exceed one half ounce
- Samples may only be provided between the hours of 11 a.m. and 7 p.m.
- Samples may not be provided to underage persons
- Samples must be purchased from a permitted wholesaler (includes a small winery cooperative wholesaler)
- Samples must be served by licensed operators (bartenders) or servers under the immediate supervision of a licensed operator, the licensee, or an agent of a retail corporation or LLC licensee

##### **Class "A" (Fermented Malt Beverage) Licensees**

- Samples must be provided free of charge
- Two samples of fermented malt beverages per person per day not to exceed three fluid ounces per sample
- Samples may only be provided between the hours of 11 a.m. and 7 p.m.
- Samples may not be provided to underage persons
- Samples must be purchased from a permitted wholesaler, or purchased from a brewer/brewpub authorized to make sales directly to retailers
- Samples must be served by licensed operators (bartenders) or servers under the immediate supervision of a licensed operator, the licensee, or an agent of a retail corporation or LLC licensee

**Note:** A Class "A" licensee may allow a brewer to provide samples on the licensed premises under the restrictions above, if the brewer purchased the fermented malt beverages from the licensee at its premises.

**Caution:** A municipality may further restrict or prohibit taste samples by Class A retail licenses. Check with your local municipality as to whether or not this activity is allowed.



## **Sampling at Class B Licensed Premises (Restaurants, Taverns, Hotels, Resorts)**

Class B retail licensees (retail sales for on or off premises consumption) are authorized to offer taste samples of alcohol beverages as follows:

### **"Class B" (Intoxicating Liquor) and Class "B" (Fermented Malt Beverage) Licensees**

- Samples must be purchased from a permitted wholesaler (includes a small winery cooperative wholesaler) or purchased from a brewer/brewpub authorized to make sales directly to retailers
- Samples must be served by licensed operators (bartenders) or servers under the immediate supervision of a licensed operator, the licensee or an agent of a retail corporation or LLC licensee
- Samples may not be provided to underage persons
- Samples may not be provided after closing hours

## **Sampling at Wineries, Liquor Manufacturers, Rectifiers, and Breweries**

### **Wineries**

- If the winery only has a winery permit:
  - Samples of wine manufactured on the winery premises may be provided
  - Samples must be provided free of charge
  - Samples may not be provided to underage persons
- If the winery also has a "Class A" or "Class B" retail license on the winery premises, the requirements described above for serving samples on "Class A" or "Class B" premises apply

### **Liquor Manufacturers and Rectifiers**

- Samples of liquor manufactured/rectified on the manufacturer/rectifier premises may be provided
- Samples must be provided free of charge
- Samples may not exceed one and one-half fluid ounces to any one person per day
- Samples may not be provided to underage persons
- Samples must be served by licensed operators (bartenders) or servers under the immediate supervision of a licensed operator, the licensee, or agent of a retail corporation or LLC licensee

### **Breweries**

- Samples may be provided on the brewery premises or at on an off-site retail outlet established by the brewer

**Note:** Brewers may also provide samples at Class "A" retail licensed premises as described above.

- Samples must be provided free of charge
- Samples may not be provided to underage persons

## Any Questions?

If you are unable to find an answer to your question about alcohol beverage sampling on the department's website, email, write, or call the department.

**Visit our website:** [revenue.wi.gov](http://revenue.wi.gov)

**Email:** [DORAlcoholTobaccoEnforcement@wisconsin.gov](mailto:DORAlcoholTobaccoEnforcement@wisconsin.gov)

**Write:** Wisconsin Department of Revenue  
Alcohol & Tobacco Enforcement  
P.O. Box 8933  
Madison, WI 53708-8933

**Telephone:** 608-266-6701

**Fax:** 608-261-6240

*Last updated April 1, 2019*



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

## MEMORANDUM

**DATE:** September 3, 2024

**TO:** Fort Atkinson City Council

**FROM:** Andy Selle, Director of Public Works

**RE:** Review and possible action relating to the State/Municipal Agreement for the reconstruction of Banker Road from Campus Drive to Hoard Road (Selle, Director of Public Works)

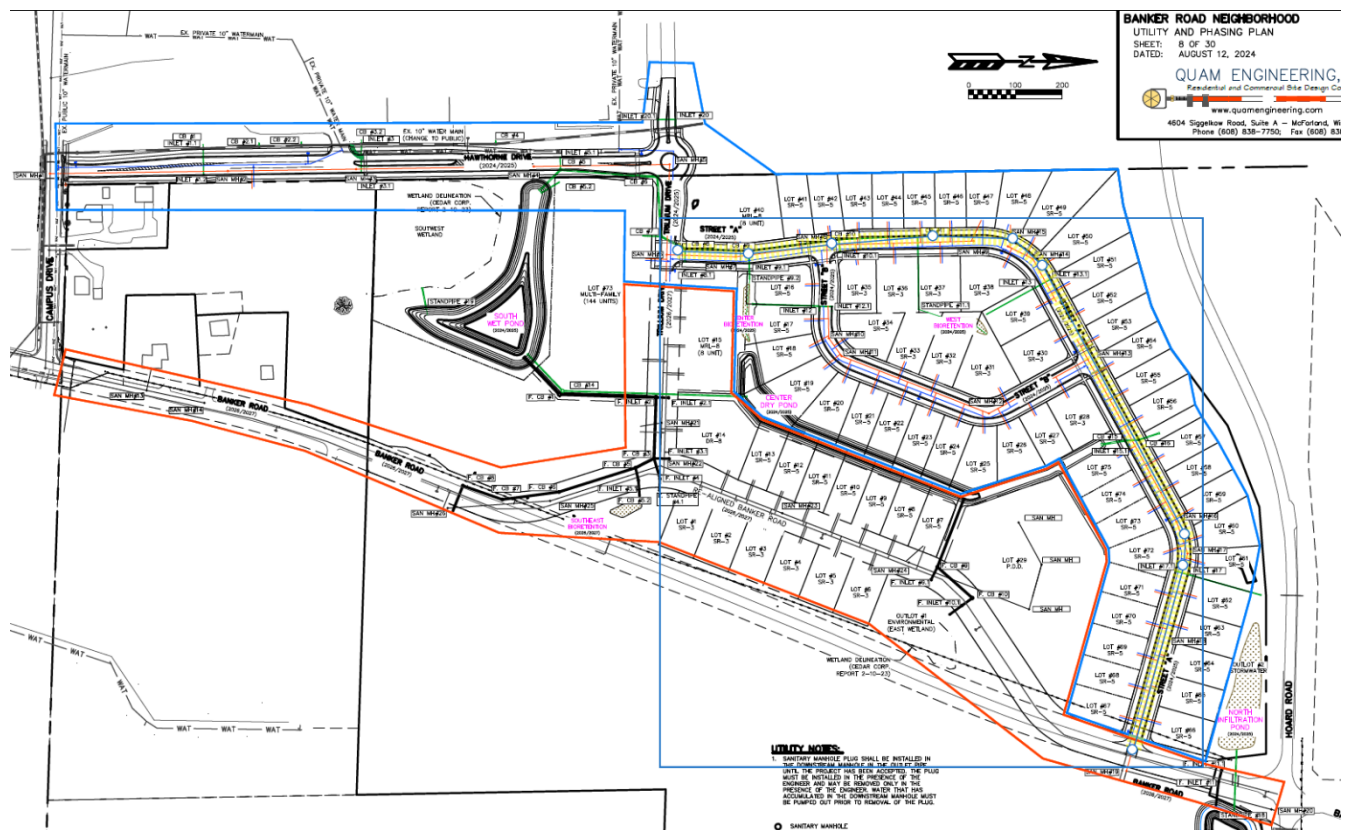
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### BACKGROUND

City staff applied for and received WisDOT grants, through the Bipartisan Infrastructure Law (BIL), for roadway improvements in the City. Staff applied for and has been granted a DOT grant to reconstruct Banker Road from Campus Drive to Hoard Road. Staff proposed reconstruction to include a realignment of a portion of the existing roadway. The project is 0.56 miles in length and constructed of asphalt pavement and concrete curb & gutter. Sidewalk will be constructed on both sides of the roadway. Bicycle accommodations are planned. New storm sewer and street lighting are also proposed. Real estate acquisition is not anticipated.







## FINANCIAL ANALYSIS

Per the grant requirements, the City will pay the design costs. The grant agreement covers 80% of eligible costs, to include road and stormwater elements. The City is responsible for the remaining 20% as well as any water or sanitary work required. City staff plan to utilize funds from borrowing associated with TID No. 9, which is supporting the Banker Rd development area. Borrowing for this project will come before Council at a future meeting. Federal funding is limited to \$1,419,304.

| PHASE                               | SUMMARY OF COSTS   |                    |            |                  |            |
|-------------------------------------|--------------------|--------------------|------------|------------------|------------|
|                                     | Total Est. Cost    | Federal Funds      | %          | Municipal Funds  | %          |
| <b>ID 3991-02-05</b>                |                    |                    |            |                  |            |
| Design                              | \$0                | \$0                | 0%         | \$0              | 100%       |
| State Review                        | \$22,750           | \$0                | 0%         | \$22,750         | 100%       |
| <i>Project totals</i>               | \$22,750           | \$0                |            | \$22,750         |            |
| <b>ID 3991-02-06*</b>               |                    |                    |            |                  |            |
| Participating Construction          | \$1,613,530        | \$1,290,824        | 80%        | \$322,706        | 20% + BAL  |
| Non-Participating Construction      | \$0                | \$0                | 0%         | \$0              | 100%       |
| Construction Engineering            | \$142,000          | \$113,600          | 80%        | \$28,400         | 20% + BAL  |
| State Review                        | \$18,600           | \$14,880           | 80%        | \$3,720          | 20% + BAL  |
| <i>Project totals</i>               | \$1,774,130        | \$1,419,304        |            | \$354,826        |            |
| <b>Total Est. Cost Distribution</b> | <b>\$1,796,880</b> | <b>\$1,419,304</b> | <b>N/A</b> | <b>\$377,576</b> | <b>N/A</b> |



**RECOMMENDATION**

Staff recommends the City Council approve the proposed State/Municipal Agreement to reconstruct Banker Road from Campus Drive to Hoard Road by 2027 and authorize signature.

**ATTACHMENTS**

1. 3991-02-05,06\_CofFtAtkinson\_BankerRd\_SMA
2. CL\_Ft Atkinson\_BankerRd\_3991-02-05,06

WisDOT Division of Transportation System Development  
Southwest Region – La Crosse Office  
3550 Mormon Coulee Road  
La Crosse, WI 54601

Governor Tony Evers  
Secretary Craig Thompson

[wisconsindot.gov](http://wisconsindot.gov)  
Telephone: (608) 789-7879  
FAX: (608) 785-9969  
Email: [robert.winterton@dot.wi.gov](mailto:robert.winterton@dot.wi.gov)



August 7, 2024

ANDY SELLE, PE  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
CITY OF FORT ATKINSON  
101 N MAIN ST.  
FORT ATKINSON, WI 53538

Mr. Selle:

Enclosed for signature is the project agreement for the following project that has approved funds in the 2024 - 2029 STP-Urban Program.

**Project I.D.: 3991-02-05/06**  
**C Fort Atkinson, Banker Road**  
**Campus Drive to Hoard Road**

Please sign and return one (1) copy of the agreement. Electronic signatures are acceptable. Return the copy of the agreement by e-mail to the Department with signatures by **Friday, September 20, 2024** to:

[robert.winterton@dot.wi.gov](mailto:robert.winterton@dot.wi.gov)

Note the cost ratios for each project phase and any federal/state funding limits which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding limits, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed until a fully approved copy has been returned to the Municipality.

-----  
The Municipality and its consultants (or any other parties hired by the Municipality) ***MUST NOT*** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

Our office will be working with the local sponsor as we move forward with these design and construction projects. Zachary Pearson is the Local Program Project Manager (LPPM) for these projects, and you can contact him at: (608) 246-5319 or [zachary.pearson@dot.wi.gov](mailto:zachary.pearson@dot.wi.gov)

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (608) 789-7879 or [robert.winterton@dot.wi.gov](mailto:robert.winterton@dot.wi.gov).

Sincerely,

*Robert Winterton*

Robert Winterton, P.E.  
Local Programs Engineer – SW Region



**STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET STP-URBAN  
PROJECT**

**Program Name: STP-Urban**

**Population Group: 20,000-50,000**

**Sub-program #: 206**

**Cycle: 2024-2029**

Date: **August 7, 2024**

I.D.: **3991-02-05/06**

Road Name: **Banker Road**

Limits: **Campus Drive to Hoard Road**

County: **Jefferson**

Roadway Length: **0.56 miles**

Functional Classification: **Urban Collector**

Project Sponsor: **City of Fort Atkinson**

The signatory, **City of Fort Atkinson**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **The existing roadway is a 2-lane urban collector with an urban cross section. The roadway is 32 feet wide constructed of asphalt pavement and concrete curb & gutter. It is unknown when the roadway was last improved and has a current pavement rating of 4. There are no existing sidewalks or bicycle accommodations.**

Proposed Improvement - Nature of work: **A reconstruction project is proposed from Campus Drive to Hoard Road and includes a realignment of a portion of the existing roadway. The project is 0.56 miles in length constructed of asphalt pavement and concrete curb & gutter. Sidewalk will be constructed on both sides of the roadway. Bicycle accommodations are planned. New storm sewer and street lighting is proposed. Real estate acquisition is not anticipated.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **None.**

The Municipality agrees to the following 2024-2029 STP-Urban project funding conditions:

Project ID 3991-02-05 design costs are funded 100% by the Municipality including state review.

Project ID 3991-02-06 construction costs are funded with up to 80% federal funding up to a funding limit of \$1,419,304. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$1,419,304 federal funding limit. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2027**. Sunset date: **June 30, 2032**.

**Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal funding exceed the estimate of \$1,419,304 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

| SUMMARY OF COSTS                    |                    |                    |            |                  |            |
|-------------------------------------|--------------------|--------------------|------------|------------------|------------|
| PHASE                               | Total Est. Cost    | Federal Funds      | %          | Municipal Funds  | %          |
| <b>ID 3991-02-05</b>                |                    |                    |            |                  |            |
| Design                              | \$0                | \$0                | 0%         | \$0              | 100%       |
| State Review                        | \$22,750           | \$0                | 0%         | \$22,750         | 100%       |
| <i>Project totals</i>               | \$22,750           | \$0                |            | \$22,750         |            |
| <b>ID 3991-02-06*</b>               |                    |                    |            |                  |            |
| Participating Construction          | \$1,613,530        | \$1,290,824        | 80%        | \$322,706        | 20% + BAL  |
| Non-Participating Construction      | \$0                | \$0                | 0%         | \$0              | 100%       |
| Construction Engineering            | \$142,000          | \$113,600          | 80%        | \$28,400         | 20% + BAL  |
| State Review                        | \$18,600           | \$14,880           | 80%        | \$3,720          | 20% + BAL  |
| <i>Project totals</i>               | \$1,774,130        | \$1,419,304        |            | \$354,826        |            |
| <b>Total Est. Cost Distribution</b> | <b>\$1,796,880</b> | <b>\$1,419,304</b> | <b>N/A</b> | <b>\$377,576</b> | <b>N/A</b> |

\*Construction ID# 3991-02-06 federal funding is limited to \$1,419,304.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

|                                                                                                                                       |       |      |
|---------------------------------------------------------------------------------------------------------------------------------------|-------|------|
| Signatures certify the content has not been altered by the municipality.<br>Signed for and in behalf of: <b>City of Fort Atkinson</b> |       |      |
| Name                                                                                                                                  | Title | Date |
| Signed for and in behalf of the State:                                                                                                |       |      |
| Name                                                                                                                                  | Title | Date |

### GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
  - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
  - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
  - h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.



#### **STATE RESPONSIBILITIES AND REQUIREMENTS:**

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2024-2029 STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. State review services for construction ID 3991-02-06.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

#### **MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

7. Work necessary to complete the 2024-2029 STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.

- g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Real estate for the improvement.
  - i. Preliminary engineering and design.
  - j. State review services for design ID 3991-02-05.
  - k. Other 100% Municipality funded items: None
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. In accordance with the State's sunset policy for STP-Urban projects, the subject 2024-2029 STP-Urban improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred on behalf of the project.
15. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

#### **LEGAL RELATIONSHIPS:**

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### **PROJECT FUNDING CONDITIONS**

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2024-2029 STP-Urban project funding conditions:
  - a. ID 3991-02-05: Design is funded 100% by the Municipality. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs

for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.

b. ID 3991-02-06: Construction:

- i. Costs for participating construction items are funded with 80% federal funding up to a funding limit of \$1,419,304, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$1,419,340 federal funding limit.
- ii. Non-participating costs for any non-participating construction work are funded 100% by the municipality. Costs include construction delivery.
- iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

**[End of Document]**





## MEMORANDUM

**DATE:** September 3, 2024

**TO:** Fort Atkinson City Council

**FROM:** Andy Selle, Director of Public Works

**RE:** Review and possible action relating to the State/Municipal Agreement for the construction of in-fill sidewalks as a part of the Safe Routes to School Plan (Selle, Director of Public Works)

---

### BACKGROUND

In 2017, the City of Fort Atkinson and the School District of Fort Atkinson completed a Safe Routes to School Plan. The study identified several improvements to pedestrian transportation and safety. This project begins to get at the in-fill areas of sidewalks identified around the City's schools (public and private).

Aside from weather and distance, the most common parent comment related to reluctance to walk and bike to school was safety-related, specifically crossings (the City has improved seven crossings to make progress on this concern) and the speed/proximity of traffic along the route. The Transportation Alternative Program (TAP) is a grant fund setup to allow implementation of plans for pedestrian improvements. Our most recent grant for this program was the S Main St pedestrian path, currently slated for 2025 construction.

The City, in cooperation with the School District of Fort Atkinson, submitted an application for in-fill sidewalks and pedestrian paths for a TAP grant. The School District in particular included a significant path around the outside perimeter of the high school, where no path currently exists. The City was awarded a total of \$1.7 Million dollars for this in-fill project. It is important to consider the total available funding was \$17 Million, and we were able to garner a full 10% of the available funds for our City and Schools.

### DISCUSSION

This project will construct approximately 5 miles of ADA-compliant concrete sidewalks and paths at various locations in Fort Atkinson. Most locations are within a few blocks of the seven elementary schools, middle school, high school and Madison College. Locations were chosen to in-fill gaps in sidewalks around schools, and in some instances between schools and neighborhoods. An approximate map that will likely be refined is attached.

All of the work will occur within the existing City right of way, except for an area around the

High School, on School District of Fort Atkinson (SDFA) property. A portion of the project will fund a path around the perimeter road of the high school, where no sidewalks currently exist. SDFA is a partner on the overall effort, specifically contributing matching financial resources for implementation on the high school property.

The construction project is scheduled to start by June 4, 2028, and be completed by June 30, 2030.

## FINANCIAL ANALYSIS

The subject project is funded with 80% federal funding up to a maximum of \$1,703,612.40 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$1,703,612.40 federal funding maximum, in accordance with TAP guidelines. Design will be completed in whole by the City.

| SUMMARY OF COSTS                    |                       |                       |            |                       |            |
|-------------------------------------|-----------------------|-----------------------|------------|-----------------------|------------|
| PROJECT TYPE                        | Total Est. Cost       | Federal Funds         | %          | Project Sponsor Funds | %          |
| <b>ID 3991-03-00</b>                |                       |                       |            |                       |            |
| Design                              | \$0                   | \$0                   | 0%         | \$0                   | 100%       |
| State Review                        | \$11,760              | \$0                   | 0%         | \$11,760              | 100%       |
| <i>Project totals</i>               | <i>\$11,760</i>       | <i>\$0</i>            |            | <i>\$11,760</i>       |            |
| <b>ID 3991-03-70</b>                |                       |                       |            |                       |            |
| Participating Construction          | \$2,029,515.50        | \$1,623,612.40        | 80%        | \$405,903.10          | 20% + BAL  |
| Construction Engineering            | \$75,000              | \$60,000              | 80%        | \$15,000              | 20% + BAL  |
| State Review                        | \$25,000              | \$20,000              | 80%        | \$5,000               | 20% + BAL  |
| <i>Project totals</i>               | <i>\$2,129,515.50</i> | <i>\$1,703,612.40</i> |            | <i>\$425,903.10</i>   |            |
| <b>Total Est. Cost Distribution</b> | <b>\$2,141,275.50</b> | <b>\$1,703,612.40</b> | <b>MAX</b> | <b>\$437,663.10</b>   | <b>N/A</b> |

\*This project has a TAP federal funding maximum of \$1,703,612.40. This maximum is cumulative for all federally funded project phases.

## RECOMMENDATION

Staff recommends the City Council approve the proposed State/Municipal Agreement to construct infill sidewalks in the City of Fort Atkinson.

## ATTACHMENTS

1. Award Letter
2. State Municipal Agreement
3. FORT ATKINSON SIDEWALK IN-FILL Map

WisDOT Division of Transportation System Development  
Southwest Region – La Crosse Office  
3550 Mormon Coulee Road  
La Crosse, WI 54601

Governor Tony Evers  
Secretary Craig Thompson  
[wisconsindot.gov](http://wisconsindot.gov)  
Telephone: (608) 789-7879  
FAX: (608) 785-9969  
Email: [robert.winterton@dot.wi.gov](mailto:robert.winterton@dot.wi.gov)



August 19, 2024

ANDY SELLE  
DIRECTOR OF PUBLIC WORKS  
CITY OF FORT ATKINSON  
101 N. MAIN STREET  
FORT ATKINSON, WI 53538

Mr. Selle:

Enclosed for signature is the project agreement for the following project that has approved funds in the 2024 - 2028 Transportation Alternatives Program (TAP).

**Project I.D.: 3991-03-00/70**  
**C Fort Atkinson, Sidewalks**  
**C Fort Atkinson, Various Locations**

Please sign and return one (1) copy of each agreement. Electronic signatures are acceptable. Return a copy of the agreement by e-mail to the Department with signatures by **Monday, September 30, 2024** to this address:

[robert.winterton@dot.wi.gov](mailto:robert.winterton@dot.wi.gov)

Note the cost ratios for each project phase and any federal funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

Before starting the design of your project, please contact your Local Program Project Manager (LPPM) **Zachary Pearson** at (608) 246-5319 or [zachary.pearson@dot.wi.gov](mailto:zachary.pearson@dot.wi.gov). If the project will be designed by a consultant using TAP funding, proper consultant selection and a three-party contract is required. If the project will be designed by in-house/municipal engineer, a two-party contract or work order will be required. The sooner you can begin the design process the sooner you can deliver and construct your project.

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (608) 789-7879 or e-mail [robert.winterton@dot.wi.gov](mailto:robert.winterton@dot.wi.gov).

Sincerely,

*Robert Winterton*

Robert Winterton, P.E.  
Local Programs Engineer – SW Region

|                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p><b>STATE/MUNICIPAL AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT</b></p> <p>Subprogram #: 290<br/>Program Name: TAP</p> | <p>Date: <b>August 19, 2024</b></p> <p>I.D.: <b>3991-03-00/70</b></p> <p>WisDOT UEI #: CBE4JHP1S8H7</p> <p>Project Sponsor UEI #: <b>TBD</b></p> <p>FAIN ID: <b>Federal Award Identification Number (TBD)</b></p> <p>Project Title: <b>C Fort Atkinson, Sidewalks</b></p> <p>Location/Limit: <b>C Fort Atkinson, Various Locations</b></p> <p>Project Length (if applicable):</p> <p>Project Sponsor: <b>City of Fort Atkinson</b></p> <p>County: <b>Jefferson</b></p> <p>MPO Area (if applicable): <b>N/A</b></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The signatory, the **City of Fort Atkinson**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State or WisDOT, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

#### NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility and Proposed Improvement - **In 2017 The City of Fort Atkinson along with the School District of Fort Atkinson (SDFA) completed a Safe Routes to School Plan. The study identified a number of improvements to pedestrian transit and safety. This project begins to get at the in-fill areas of sidewalk identified around the City's schools (public and private). Aside from weather and distance, the most common parent comment related to reluctance to walking and biking was safety related, specifically crossings (the City has improved seven crossings to make progress on this concern) and the speed/proximity of traffic along the route. The City has taken the lead in implementing the SRTS recommendations along with the SDFA.**

**This project proposed to construct approximately 5 miles of ADA compliant concrete sidewalks and paths at various locations in Fort Atkinson. Most of the locations are within a few blocks from 6 elementary schools, the middle school, the high school and Madison College.**

The Project Sponsor agrees to the following Federal Fiscal Year 2024-2028 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$1,703,612.40 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$1,703,612.40 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date, or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.
- 4) For design-only projects, a project is commenced when design is begun and/or when a contract is signed and executed with the consulting firm that has been selected to lead the project design effort.

**Project Award date: June 4, 2024**

**Commencement deadline: June 4, 2028**

**Completion deadline: 6/30/2030**

**The project commencement deadline is fixed by statute and may not be extended.**

The subject project must be completed by **6/30/2030**, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.



| SUMMARY OF COSTS                    |                       |                       |            |                       |            |
|-------------------------------------|-----------------------|-----------------------|------------|-----------------------|------------|
| PROJECT TYPE                        | Total Est. Cost       | Federal Funds         | %          | Project Sponsor Funds | %          |
| <b>ID 3991-03-00</b>                |                       |                       |            |                       |            |
| Design                              | \$0                   | \$0                   | 0%         | \$0                   | 100%       |
| State Review                        | \$11,760              | \$0                   | 0%         | \$11,760              | 100%       |
| <i>Project totals</i>               | <i>\$11,760</i>       | <i>\$0</i>            |            | <i>\$11,760</i>       |            |
| <b>ID 3991-03-70</b>                |                       |                       |            |                       |            |
| Participating Construction          | \$2,029,515.50        | \$1,623,612.40        | 80%        | \$405,903.10          | 20% + BAL  |
| Construction Engineering            | \$75,000              | \$60,000              | 80%        | \$15,000              | 20% + BAL  |
| State Review                        | \$25,000              | \$20,000              | 80%        | \$5,000               | 20% + BAL  |
| <i>Project totals</i>               | <i>\$2,129,515.50</i> | <i>\$1,703,612.40</i> |            | <i>\$425,903.10</i>   |            |
| <b>Total Est. Cost Distribution</b> | <b>\$2,141,275.50</b> | <b>\$1,703,612.40</b> | <b>MAX</b> | <b>\$437,663.10</b>   | <b>N/A</b> |

\*This project has a TAP federal funding maximum of \$1,703,612.40. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

|                                                           |       |      |
|-----------------------------------------------------------|-------|------|
| Signed for and in behalf of: <b>City of Fort Atkinson</b> |       |      |
|                                                           |       |      |
| Name                                                      | Title | Date |
| Signed for and on behalf of the <b>State of Wisconsin</b> |       |      |
|                                                           |       |      |
| Name                                                      | Title | Date |

**GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when/if each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. All applicable DBE requirements that the State specifies.
  - d. Federal and state statutes that govern the Transportation Alternatives Program (TAP), including but not limited to and Wis. Stat. Sec. 85.021 and all applicable federal laws.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
  - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113.
  - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
  - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.
5. TAP is a covered program under the Justice40 initiative. Justice40 is an opportunity to address gaps in transportation infrastructure and public services by working toward the goal that at least 40% of the benefits from many of our grants, programs, and initiatives flow to disadvantaged communities. More information about meeting Justice40 requirements can be found at the following link: <https://www.transportation.gov/equity-Justice40>

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

6. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding for approved projects will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

- b. Storm sewer mains necessary for the surface water drainage.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
  - f. New installations or alteration of street lighting and traffic signals or devices.
  - g. Landscaping.
  - h. State Review Services for construction ID 3991-03-70.
  - i. Other eligible TAP non-infrastructure items as enumerated in the approved application.
7. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
8. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
  - b. A final adjustment of State payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

9. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project:
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT FDM.
  - h. Preliminary engineering and design.

- i. Real estate for the improvement.
  - j. State review services for design ID 3991-03-00.
10. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws.
  11. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the WisDOT FDM, Chapter 8, Consulting Services.
  12. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
  13. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
  14. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
  15. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
  16. The project will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
  17. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
  18. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
  19. The project is subject to a discretionary DBE goal assessment.
  20. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
  21. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
  22. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.

23. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
24. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by Federal and State law and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
25. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
26. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
27. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
28. When applicable to the project, the Project Sponsor will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
  - e. Provide relocation orders and real estate plats and easements, as required by the project.
  - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - g. Provide maintenance and energy for lighting.



- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

29. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### **LEGAL RELATIONSHIPS:**

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State, also, shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the State/Municipal Agreement are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, certifies to the best of its knowledge and belief, that it and its principals, in accordance with all applicable Federal and State statutory and regulatory requirements:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
  - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
  - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
  - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants, have certified in writing that neither they nor their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official, as set forth in, but not limited to, the terms described in 2 CFR 200.214.
32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

## PROJECT FUNDING CONDITIONS

36. Non-Appropriation of Fund: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

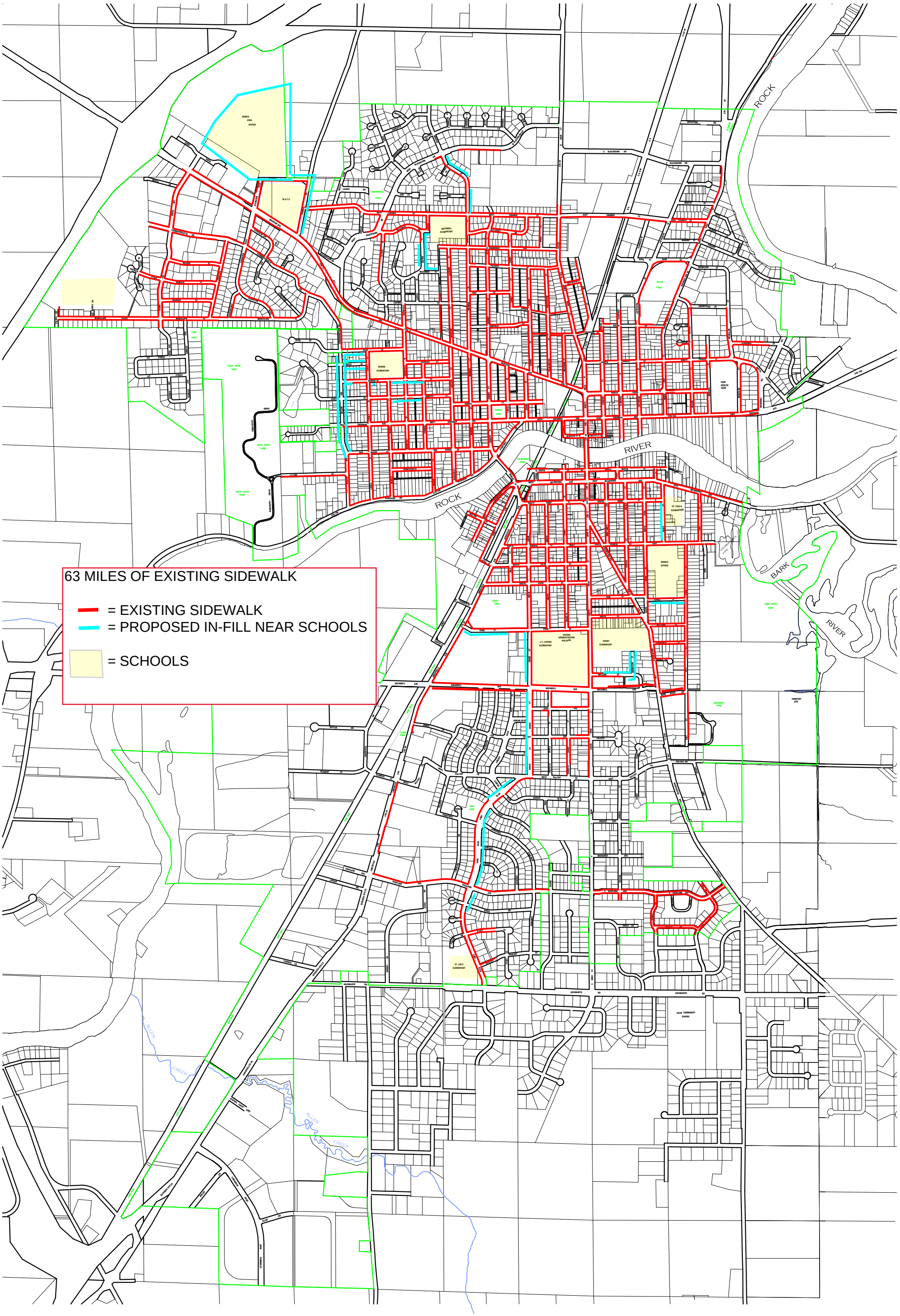
37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2024-2028 TAP project funding conditions: The maximum participation of federal/ earmark funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal/earmark funding maximum of **\$1,703,612.40** is cumulative for all federal/earmark funded project phases.

39. Federal Inactive List: Once a project has received its authorization to incur costs letter until the completion of the project, reimbursement requests must be submitted periodically. Failure to submit reimbursement requests may result in the project being placed on a federal inactive list and therefore, risks losing federal funding. As such, reimbursement requests should be submitted quarterly to indicate continued activity on the project.





## MEMORANDUM

**DATE:** September 3, 2024

**TO:** Fort Atkinson City Council

**FROM:** Andy Selle, Director of Public Works

**RE:** Review and possible action relating to the 2025 Recycling Grant Application to the Wisconsin Department of Natural Resources (Selle, Director of Public Works)

---

### BACKGROUND

The 2025 Recycling Grant Application has been completed and is attached for reference.

### DISCUSSION

This is an annual grant program through the Wisconsin Department of Natural Resources. The grant award supplements the cost of both recycling and composting for the City. The City's estimated recycling expenditures in 2025 is \$231,976.80, as outlined in the attachment. The total represents an estimated increase of 2% over estimated 2024 recycling expenditures. The WDNR has provided around \$35,000 in grant funds over the last several years. In 2024 WDNR is expected to provide a similar amount.

### FINANCIAL ANALYSIS

If the application is approved, staff will budget a similar amount of revenue in the State Recycling revenue account (01-42-0042-6600) in the 2025 budget.

### RECOMMENDATION

Staff recommends that the City Council approve the 2025 Recycling Grant and authorize staff to sign and submit the application to the Wisconsin Department of Natural Resources.

### ATTACHMENTS

1. Recycling Grant

# 2025 Recycling Grants to Responsible Units Application Form

Form 8700-2220 Rev. 6-16  
State of Wisconsin Dept. of Natural Resources

Submit By: October 1, 2024\*

Responsible Unit (RU)  
City of Fort Atkinson  
Muni Code: 28226  
County: Jefferson  
Population: 12502  
RU Category: Single

DNR Contact Information  
Bureau of Community Financial Assistance - CF/2  
Wendy Soleska  
wendy.soleska@wisconsin.gov  
608-852-1358

For instructions, please click

**\*NOTICE:** This form is authorized by Chapter 287, Wis. Stats., and Chapter NR 542, Wis. Adm. Code. To be eligible to receive a grant, completion of this form is mandatory. Failure to submit the completed form to the department by October 1, 2024 will result in denial or reduction of grant funds for 2025. Personally identifiable information on this form is intended to be used by the Department for recycling program purposes, but may be made available to requesters as required by Wisconsin's Open Records law (ss.19.31-19.39, Wis. Stats.).

## SECTION 1: CONTACT INFORMATION

Note: You are not able to add or update any authorized representative or contact information on the application this year. If you have changes, please contact Rachel Stark by email at [DNRWAFacilityContactRegistry@wisconsin.gov](mailto:DNRWAFacilityContactRegistry@wisconsin.gov) or by phone at 920-650-4064.

### A. Authorized Representative

The DNR central office has the responsible unit's authorizing resolution on file. According to our records, the authorizing resolution names the position of City Manager as the authorizing representative.

Rebecca Houseman  
101 N Main St  
Fort Atkinson WI 53538-1861  
City Manager  
920-397-9901 -  
[rhouseman@fortatkinsonwi.gov](mailto:rhouseman@fortatkinsonwi.gov)

### B. Primary Contact

Andy Selle  
101 N Main St  
Fort Atkinson WI 53538-1861  
920-397-9901  
[aselle@fortatkinsonwi.gov](mailto:aselle@fortatkinsonwi.gov)

## Section 2: RU PROGRAM INFORMATION

### A. Multiple Member Information

As a single member RU, this section does not apply.

Does the RU plan to add or remove members (municipalities, counties, ☐ Yes ☒ No or tribes) in 2025?

If any of the above information is incorrect or if the join date or join type need to be modified, please contact [DNRRecycling@wisconsin.gov](mailto:DNRRecycling@wisconsin.gov).

### B. Cooperative Agreement Information

If the responsible unit signed a cooperative agreement with at least one other responsible unit for the purpose of implementing efficiencies related to conducting one or more effective recycling program activities, add and complete the information requested.

## Section 3: ELIGIBLE PROGRAM COSTS AND ESTIMATED COLLECTION TONNAGE

Fill in estimated recyclables collection in tons. Eligible program costs are determined by completing the estimated costs worksheet. Please remember that grant assistance is provided only for the single family and 2-4 unit residential portion of your recycling program. To print a blank estimated costs worksheet to work from before entering the final amounts into the online form, select the following link. [Blank Estimated Costs Worksheet](#)

Estimated collection in tons



2025 - Estimated Budget Spreadsheet  
Form 8700-222B (Rev. 2-10)

Enter all anticipated 2025 recycling and yard waste program expenses by breaking them down by column and row. Costs should be entered in whole dollar amounts only. The expenses listed in the rows correspond to the Uniform Chart of Accounts (UCA) object codes. Scroll down to view entire list.

| Recycling Expenditures UCA #53565<br>(including yard waste & waste tires)        | A. Education | B. Collection<br>(Curbside &/or<br>Drop-off) | C. Processing<br>& Marketing | D. Compliance<br>&<br>Enforcement | E. Estimated Total<br>Costs |
|----------------------------------------------------------------------------------|--------------|----------------------------------------------|------------------------------|-----------------------------------|-----------------------------|
| 1. Salaries/Wages & Employee Benefits                                            | 0.00         | 48,081.30                                    | 0.00                         | 0.00                              | 48,081.30                   |
| 2. Consulting & Professional Services                                            | 450.00       | 0.00                                         | 0.00                         | 0.00                              | 450.00                      |
| 3. Utility Services                                                              | 0.00         | 0.00                                         | 0.00                         | 0.00                              | 0.00                        |
| 4. Purchased Repairs & Maintenance                                               | 0.00         | 0.00                                         | 0.00                         | 0.00                              | 0.00                        |
| 5. Purchased Services Printing &<br>Advertising                                  | 0.00         | 0.00                                         | 0.00                         | 1,000.00                          | 1,000.00                    |
| 6. Purchased Services Other(contractual<br>svcs)                                 | 0.00         | 180,085.50                                   | 0.00                         | 0.00                              | 180,085.50                  |
| 7. Office Supplies                                                               | 0.00         | 0.00                                         | 0.00                         | 0.00                              | 0.00                        |
| 8. Subscriptions & Dues                                                          | 360.00       | 0.00                                         | 0.00                         | 0.00                              | 360.00                      |
| 9. Employee Travel & Training                                                    | 350.00       | 700.00                                       | 0.00                         | 0.00                              | 1,050.00                    |
| 10. Operating Supplies & Expenses                                                | 350.00       | 0.00                                         | 0.00                         | 0.00                              | 350.00                      |
| 11. Repair & Maintenance Supplies                                                | 0.00         | 600.00                                       | 0.00                         | 0.00                              | 600.00                      |
| 12. Insurance                                                                    | 0.00         | 0.00                                         | 0.00                         | 0.00                              | 0.00                        |
| 13. Rents & Leases                                                               | 0.00         | 0.00                                         | 0.00                         | 0.00                              | 0.00                        |
| 14. Depreciation(Total depreciation costs<br>in Row 14 Column E)                 | 0.00         | 0.00                                         | 0.00                         | 0.00                              | 0.00                        |
| 15. Hourly Equipment Use Charges(Total<br>hourly use charges in Row 15 Column E) | 0.00         | 0.00                                         | 0.00                         | 0.00                              | 0.00                        |
| 16. Cost Allocations                                                             | 0.00         | 0.00                                         | 0.00                         | 0.00                              | 0.00                        |
| 17. Cost Allocations Other (not #53635)                                          | 0.00         | 0.00                                         | 0.00                         | 0.00                              | 0.00                        |
| Total                                                                            | 1,510.00     | 229,466.80                                   | 0.00                         | 1,000.00                          | 231,976.80                  |

19. Costs - Recycling of banned items s. 287.07(1m), Wis. Stats. (Lead Acid Batteries, Electronics, Major Appliances and Oil)

0.00

20. Revenue - Sale of Recyclables

0.00

21. Total Ineligible Costs & Revenues (total of lines 19 and 20)

0.00

22. Total Eligible Recycling Costs (line 18 minus line 21)

231,976.80

Summary of Costs

Total costs of recycling program (Worksheet Line 18, Column E)

231,976.80

Total ineligible costs and revenue (Worksheet Line 21, Column E)

0.00

Total eligible recycling costs (Worksheet Line 22, Column E)

231,976.80

## SECTION 4: CERTIFICATION

RU Name : City of Fort Atkinson

Municipal Code : 28226

This section must only be completed by your responsible unit's authorized representative or authorized representative's designee.

### Authorized Representative

This application is not complete unless it is signed by the authorized representative or authorized representative's designee as appointed by the Responsible Unit in an authorizing resolution properly adopted by the Responsible Unit and on file with the DNR. We recommend that position title, rather than names of individuals, appear on the authorizing resolution. Doing so minimizes the need to revise the authorizing resolution when staff changes occur. Authorizing resolutions remain in effect until modified by the Responsible Unit and submitted to the DNR.

### Certification

I hereby acknowledge that an Annual Report of Recycling Program Accomplishments and Actual Costs for 2025 will be due by April, 30 2026 and that failure to submit this report could cause my 2025 grant to be delayed and/or withheld.



I hereby certify that as part of effective recycling program, I understand I am obligated to notify the DNR about any changes to my program contact and/or authorizing resolution information.



I hereby certify that to the best of my knowledge, the information contained in this application and application attachments is correct and true. I understand and agree that any grant monies awarded as a result of this application shall be used in compliance with ch. 287, Wis. Stats., and chs. NR 542 and NR 544, Wis. Adm. Code.



By typing my name below and clicking submit, I certify on behalf of City of Fort Atkinson that the information entered in this Responsible Unit Basic and Consolidation Grant form is true and complete.



Note: As of January 1, 2022, this online certification submittal is replacing the submittal of a printed signature page. Remember to save or print your report. An automated confirmation will be emailed to contacts.

## Signature

Authorized Representative:

Rebecca,  
Houseman

Submit Date:

Submitted By:

Confirmation #:



## MEMORANDUM

**DATE:** September 3, 2024

**TO:** Fort Atkinson City Council

**FROM:** Andy Selle, Director of Public Works

**RE:** Review and possible action on a design contract addendum for the Banker Road development infrastructure design (Selle, Director of Public Works)

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### BACKGROUND

A total of thirteen firms were solicited for the design of the Banker Rd public improvements outlined below. Six firms provided proposals. At the February 6, 2024 meeting, the Council awarded the design to Quam Engineering for a total of \$95,425. The next lowest bidder was \$195,000. The three original design elements are noted below in the figure: Hawthorne Dr (Yellow), Banker Rd (Blue), and Trillium Dr (Red). The design has proceeded well on the project, and staff is on track for bidding in fall of 2024. During the design phase, staff received the notification from the DOT that a grant had been awarded for the construction of Banker Road. This news caused the shift in the design to the construction of a perimeter road (red dash) and removal of Banker Rd from the scope.



## DISCUSSION

The design of Banker Road will move forward following the process of WisDOT. Staff requested a proposal from Quam Engineering to pursue this work. Note that Quam Engineering has not previously performed work under this process. As such, this is an estimated fee that is expected to require updates as the process moved forward. The work provided thus far by Quam Engineering and the company's familiarity with the site leaves no concern about the lack of specific WisDOT experience. Staff has confirmed with WisDOT that the open solicitation utilized for the Feb 2024 award meets the requirements for open bidding of this grant award, thus allowing an extension of this contract. The estimate is attached.

## FINANCIAL ANALYSIS

Funds for design will be provided through the City's Note Anticipation Notes, Series 2024B, for the Banker Road Development.

## RECOMMENDATION

Staff recommends the City Council award the Banker Rd Development design contract to Quam Engineering in an amount not to exceed \$107,335 using funds borrowed through the Note Anticipation Notes, Series 2024B.

## ATTACHMENTS

1. Addendum 1 Costs Table 7-9-24



## COST ESTIMATES TABLE

| Scope Item Description                      | Engineer III |       | Engineer II |       | Engineer I |       | Surveyor |       | Field Crew |       | Amounts |          |
|---------------------------------------------|--------------|-------|-------------|-------|------------|-------|----------|-------|------------|-------|---------|----------|
|                                             | Hours        | Rate  | Hours       | Rate  | Hours      | Rate  | Hours    | Rate  | Hours      | Rate  | Hourly  | App. Fee |
|                                             |              | \$155 |             | \$140 |            | \$125 |          | \$140 |            | \$170 |         |          |
| <b>Addendum #1 (Street "A", Street "B")</b> |              |       |             |       |            |       |          |       |            |       |         |          |
| Phase 2 Concept Layouts                     | 10           | \$155 |             |       |            |       |          |       |            |       |         | \$1,550  |
| Test Pit Administration and Staking         | 2            | \$155 |             |       | 0.75       | \$125 |          |       | 2.5        | \$170 |         | \$829    |
| Initial Staff Meetings                      | 6            | \$155 |             |       |            |       |          |       |            |       |         | \$930    |
| Ex. Site (Street A, Street B, Ponds)        |              |       |             |       | 5          | \$125 |          |       |            |       |         | \$625    |
| Prelim. Street & Utility (Street "A")       | 8            | \$155 | 3           | \$140 | 2          | \$125 |          |       |            |       |         | \$1,910  |
| Prelim. Street & Utility (Street "B")       | 6            | \$155 | 11          | \$140 | 2          | \$125 |          |       |            |       |         | \$2,720  |
| Prelim. Stormwater Management               | 3            | \$155 | 18          | \$140 |            |       |          |       |            |       |         | \$2,985  |
| Prelim. Northeast Wet Pond Plan             | 3            | \$155 | 5           | \$140 | 2          | \$125 |          |       |            |       |         | \$1,415  |
| Prelim. North Infiltration Pond Plan        | 3            | \$155 | 5           | \$140 | 2          | \$125 |          |       |            |       |         | \$1,415  |
| Prelim. Center Dry Pond Plan                | 3            | \$155 | 5           | \$140 | 2          | \$125 |          |       |            |       |         | \$1,415  |
| Prelim. West Bioretention Detail            | 2            | \$155 | 4           | \$140 | 2          | \$125 |          |       |            |       |         | \$1,120  |
| Prelim. Center Bioretention Detail          | 2            | \$155 | 4           | \$140 | 2          | \$125 |          |       |            |       |         | \$1,120  |
| Opinion of Prob. Const. Costs (30%)         | 2            | \$155 | 10          | \$140 | 2          | \$125 |          |       |            |       |         | \$1,960  |
| 30% Staff Review and Meeting                | 6            | \$155 |             |       |            |       |          |       |            |       |         | \$930    |
| Preliminary Plat (67 Lot)                   |              |       |             |       | 2          | \$125 | 30       | \$140 | 30         | \$170 |         | \$9,550  |
| Public Meetings                             | 16           | \$155 |             |       | 2          | \$125 |          |       |            |       |         | \$2,730  |
| Cover Page                                  |              |       | 3           | \$140 | 4          | \$125 |          |       |            |       |         | \$920    |
| Overall Grading and Erosion (100 scale)     | 10           | \$155 | 7           | \$140 | 4          | \$125 |          |       |            |       |         | \$3,030  |
| Grading and Erosion (Street "A")            | 9            | \$155 | 11          | \$140 | 4          | \$125 |          |       |            |       |         | \$3,435  |
| Grading and Erosion (Street "B")            | 6            | \$155 | 9           | \$140 | 2          | \$125 |          |       |            |       |         | \$2,440  |
| Street & Utility P&P (Street "A")           | 8            | \$155 | 16          | \$140 | 2          | \$125 |          |       |            |       |         | \$3,730  |
| Street & Utility P&P (Street "B")           | 5            | \$155 | 12          | \$140 | 3          | \$125 |          |       |            |       |         | \$2,830  |
| Storm P&P (NE Pond to North Pond)           | 2            | \$155 | 5           | \$140 | 2          | \$125 |          |       |            |       |         | \$1,260  |
| Storm P&P (Street A to North Ditch)         | 2            | \$155 | 5           | \$140 | 2          | \$125 |          |       |            |       |         | \$1,260  |
| Storm P&P (North Ditch to Center Ditch)     | 2            | \$155 | 5           | \$140 | 2          | \$125 |          |       |            |       |         | \$1,260  |
| Storm P&P (West Bio Infall-Outfall)         | 2            | \$155 | 5           | \$140 | 2          | \$125 |          |       |            |       |         | \$1,260  |
| Storm P&P (Center Bio Infall-Outfall)       | 2            | \$155 | 5           | \$140 | 2          | \$125 |          |       |            |       |         | \$1,260  |
| Landscape Plan                              | 3            | \$155 | 8           | \$140 | 2          | \$125 |          |       |            |       |         | \$1,835  |
| Street Signs and Lighting Plan              | 2            | \$155 | 6           | \$140 | 2          | \$125 |          |       |            |       |         | \$1,400  |



## COST ESTIMATES TABLE

|                                       |    |       |    |       |   |       |    |       |         |       |
|---------------------------------------|----|-------|----|-------|---|-------|----|-------|---------|-------|
| Northeast Wet Pond Plan               | 2  | \$155 | 6  | \$140 | 2 | \$125 |    |       | \$1,400 |       |
| North Infiltration Pond Plan          | 2  | \$155 | 5  | \$140 | 2 | \$125 |    |       | \$1,260 |       |
| Center Dry Pond Plan                  | 2  | \$155 | 5  | \$140 | 2 | \$125 |    |       | \$1,260 |       |
| West Bioretention Detail              | 2  | \$155 | 2  | \$140 | 2 | \$125 |    |       | \$840   |       |
| Center Bioretention Detail            | 2  | \$155 | 2  | \$140 | 2 | \$125 |    |       | \$840   |       |
| Traffic Control Plan                  | 3  | \$155 | 8  | \$140 | 1 | \$125 |    |       | \$1,710 |       |
| Details Page                          | 2  | \$155 | 2  | \$140 | 2 | \$125 |    |       | \$840   |       |
| Opinion of Prob. Const. Costs (60%)   | 2  | \$155 | 10 | \$140 | 2 | \$125 |    |       | \$1,960 |       |
| 60% Staff Review and Meeting          | 5  | \$155 |    |       |   |       |    |       | \$775   |       |
| Draft Final Plan Set                  | 10 | \$155 | 24 | \$140 | 8 | \$125 |    |       | \$5,910 |       |
| Final Plat (67 Lot)                   |    |       |    |       | 8 | \$125 | 28 | \$140 | 26      | \$170 |
| Final Plat Irons Placement (67 Lot)   |    |       |    |       |   |       | 4  | \$140 | 40      | \$170 |
| Earthwork Evaluation w/ Color Map     | 1  | \$155 | 8  | \$140 |   |       |    |       | \$1,275 |       |
| Opinion of Prob. Const. Costs (Final) | 3  | \$155 | 12 | \$140 | 2 | \$125 |    |       | \$2,395 |       |
| Erosion Control & Stormwater Report   | 8  | \$155 | 35 | \$140 |   |       |    |       | \$6,140 |       |
| DNR Public Sanitary Sewer App.        | 2  | \$155 | 8  | \$140 |   |       |    |       | \$1,430 | \$0   |
| DNR Public Water Main App.            | 2  | \$155 | 8  | \$140 |   |       |    |       | \$1,430 | \$0   |
| Construction Specifications           | 3  | \$155 | 3  | \$140 |   |       |    |       | \$885   |       |
| Bidding Administration                | 12 | \$155 | 12 | \$140 |   |       |    |       | \$3,540 |       |

**Base Schedule Totals:** \$107,335 \$0



## MEMORANDUM

**DATE:** September 3, 2024

**TO:** Fort Atkinson City Council

**FROM:** Andy Selle, Director of Public Works

**RE:** Review and possible action relating to the site investigation contract for the Koshkonong Estates Development (Selle, Director of Public Works)

---

### BACKGROUND

The City is in the process of settling the Koshkonong Estates lawsuit, with the transfer of ownership of the remaining lots held by the developer expected within the month. In an effort to correctly identify the problems and opportunities within the subdivision, City staff solicited bids to provide investigation into groundwater, wetlands, floodplains, and soils.

### DISCUSSION

Three firms provided proposals, attached to this memo for review. The work will be composed of a specific delineation of the floodplain on the site, a delineation of the wetlands on the site, and a comprehensive investigation into soils and groundwater. The goal is to better understand where on the site homes and infrastructure might be placed or abandoned to ensure a sustainable and stable development well into the future. All firms provided good proposals, Ruekert-Mielke and Graef were the two low bidders for the work, with only a small difference between them. Given the amount of work provided to Ruekert-Mielke of late, it made sense to work with Graef on this project. Work will not commence until the closing is complete, placing all undeveloped parcels into the ownership of the City. The current schedule for completion of the work is late November 2024.

### FINANCIAL ANALYSIS

Funds for these studies have not been budgeted, as the City did not know how the Koshkonong Estates lawsuit would be resolved. Staff recommends that these studies be paid for using American Rescue Plan Act funds.

### RECOMMENDATION

Staff recommends the City Council award the contract to Graef in an amount not to exceed \$67,176.00, using the City ARPA funds.

### ATTACHMENTS

1. Fort Atkinson Koshkonong Estates Investigation\_GRAEF
2. AECOMproposal\_FortAtkinson\_KoshkonongEstates\_FINAL\_20240809
3. 2024 Koshkonong Estates Proposal

# GRāEF

CGC, Inc.

## KOSHKONONG ESTATES INVESTIGATION

CITY OF FORT ATKINSON, WI



### Prime Contact

Joy Corona, PE, CFM  
Project Manager  
414 / 266 9021  
joy.corona@graef-usa.com

**GRāEF**

275 W Wisconsin Ave  
Suite 300  
Milwaukee, WI 53203  
414 / 259 1500  
www.graef.com

Andy Selle  
Director of Public Works/City Engineer  
City of Fort Atkinson  
101 N. Main Street  
Fort Atkinson, WI 53538  
(920) 397-9901  
aselle@fortatkinsonwi.gov

RE: Koshkonong Estates Investigation

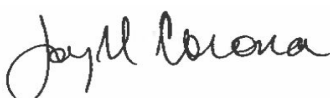
Dear Mr. Selle,

We have assembled an experienced team to meet the City of Fort Atkinson's goal for the City's Koshkonong Estates Investigation Project. We are ideally suited to meet your needs by bringing the following benefits to the project:

- **Project team expertise:** The GRAEF team has extensive experience completing feasibility studies, site assessments, flood reduction projects and wetland delineations. We pride ourselves on our creative problem solving approach and practical engineering expertise. Mike Paulos will serve as the Principal-in-Charge, delivering comprehensive quality assurance/quality control drawing from his years of Municipal Engineering experience throughout the region. Joy Corona will serve as Project Manager, bringing in her wealth of experience in the water resources and engineering sector through her work on similar projects across the Midwest for over 27 years. GRAEF is proposing to work alongside the highly experienced team at CGC, Inc. who brings 30 years of geotechnical engineering experience. The scope section of our proposal describes a three step approach toward achieving the City's ultimate goal.
- **Availability:** The entire project team has immediate availability to begin work on this project and have full capacity to meet project deadlines. We anticipate completing Phase 1 (Site Investigation Phase) ahead of the RFP completion deadline of November 1, 2024. Completion of future Phases 1A and 2 will be completed at agreed upon schedules through direct coordination with the City.
- **Commitment:** Our project team pledges its expertise to help guide the City of Fort Atkinson through the Site Assessment and ultimate Project Selection process to transform Koshkonong Estates into a City asset. Through strong commitment, we will help the City navigate potential site alternatives taking into consideration cost and environmental considerations as well as long-term sustainability.

We look forward to the opportunity to partner with you and the City of Fort Atkinson and build a relationship through this project and for future projects as well. We take pride in the services that we provide and place an emphasis on overall project success. It is our intent to deliver quality documents that meet your needs and fulfill high client satisfaction. Please feel free to call if you have any questions or comments on our proposal. We look forward to working with you on this project.

Sincerely,



Joy Corona, PE, CFM  
Project Manager  
414 / 266 9021



Mike Paulos, PE, LEED AP, CDT  
Principal-in-Charge  
414 / 266 9086

# THE TEAM

## PROJECT MANAGER



**Joy Corona, PE, CFM**

Joy Corona is the Water Resources & Environmental Practice Team Leader with more than 27 years of experience in both the public and private sectors. She was the Water Resources Project Manager with Bleck Engineering Company for over 20 years, and maintained the private/public sector balance with municipal engineering as well as representing private sector clients. Joy has designed dozens of residential subdivisions, working with the developer from schematic design through construction. Subdivision site design approaches included traditional, cluster, sustainability focused, vineyard, golf course along with numerous other design objectives.

On behalf of her municipal clients, she has completed numerous flood reduction designs for existing subdivisions. Several notable projects that involved feasibility studies include the \$4.2 million Park City Flood Mitigation project benefiting over 800 properties and two main arterials and the \$4 million Wildwood Area Stormwater Infrastructure Improvements project benefiting 5 roadways and more than 210 property owners. Before her time at Bleck, Joy was the Lake County Stormwater Management Commission's (LCSMC) Permit Engineer and continued to provide consulting services to LCSMC in both regulatory, design and planning capacities throughout her tenure at Bleck.

## ENVIRONMENTAL SCIENTIST



**Alex Linton**

Alex is a highly qualified Environmental and Wetland Scientist with over 10 years of extensive experience in the fields of natural resources ecology, ecological restoration, environmental permitting and surveying, and resource management.

His academic background encompasses a diverse range of topics, including wildlife ecology, plant taxonomy and anatomy, land and resource management, conservation biology, as well as aquatic and wetland ecology and management. Additionally, Alex possesses professional training and hands-on experience in wetland delineation, environmental surveying, and plant identification. He has contributed his expertise across various ecosystem types throughout the Midwest for both public sector and private sector projects. Alex is a certified Professional Wetland Scientist (PWS #3842) and Endangered Resources Reviewer.

## ADDITIONAL TEAM MEMBERS

*Resumes of additional key team members are available upon request.*



**Mike Paulos, PE, LEED AP, CDT**  
Principal-in-Charge



**Joe Komorowski, PE**  
Client Liason

**Ryan Portman**  
Geotechnical Engineer

**Alex Bina**  
Geotechnical Engineer





# PROJECT APPROACH & SCHEDULE

## **APPROACH OVERVIEW**

Koshkonong Estates is an existing partially developed 47-ac subdivision. Infrastructure was previously installed, based on 2006 improvement plans. The infrastructure was previously installed, based on 2006 improvement plans. We recommend a three-phase approach toward ultimately achieving the City's goal of determining a long term, sustainable use of the property. Potential outcomes include full or partial development in accordance with current plat, revised lot/plat configuration, abandonment and open space or alternative use. The fee estimate currently includes Phase 1; upon approval from the City fee estimates will be developed and Phase 1A and Phase 2 services provided.

**Phase 1** Phase 1 findings will be further discussed with the City. The Phase 1 site investigation report may provide sufficient information to enable the City to select which potential alternatives they are interested in further evaluating in Phase 2. Alternatively, additional investigation effort may be necessary, such as:

- Development of estimated engineering cost of an alternative(s). Approximate cost for engineering, permitting and construction could be prepared (based on schematic design) information to assist the City in their alternative selection.
- Computation of benefit-cost or rate of return analysis.
- Procure a hydrogeologist to identify the extent of the confined aquifer responsible for the artesian spring. This effort is not currently included in Phase 1, as the Phase 1 analysis may provide sufficient guidance without encumbering this significant expenditure.

The City will use the Phase 1 reports, and any additional information identified during Phase 1A, to identify which potential alternative(s) they are interested in further pursuing.

### **Phase 1A** *(not included in current fee estimate):*

Coordination and direction from City. Upon completion of Phase 1A, findings will be further discussed with the City. The City will use this information to determine which potential alternatives they are interested in further evaluating.

The level of support needed is currently undefined and is dependent on the Phase 1 findings and potential interest by the City in various potential outcomes. Sufficient information may be available for the City to provide direction on Phase 2 or additional evaluation may be necessary to refine alternatives (e.g. cost). Approximate cost for engineering, permitting and construction for each potential alternative

could be prepared (based on schematic design) information to assist the City in their alternative selection. This has not been factored into the Phase 1 bid, as the extent and number of alternatives is not currently available.

### **Phase 2** *(not included in current fee estimate):*

Proceed with engineering, design and permitting for selected alternative(s). CLOMR/LOMR, amendments to the plat and other tasks supporting final design and permitting to be identified at this time.

## **TASKS (FOCUS AREA ASSESSMENTS) AND SCHEDULE**

### **Kick-Off:**

#### *WITHIN TWO WEEKS OF CONTRACT EXECUTION*

Project to begin with kick-off meeting and site inspection. Following this initial coordination concurrent work can begin along several fronts.

Primary focus areas can be evaluated concurrently. These focus areas include wetlands, geotechnical and stormwater and are discussed independently below.

### **Wetland Delineation and Assessment:**

#### *WITHIN SIX WEEKS OF CONTRACT EXECUTION*

*\*Note field investigation must be completed by the end of October; if the contract execution date does not allow for sufficient time to complete the field assessment prior to that date, this work may occur in spring 2025.*

Field inspection to identify and delineate the boundary of wetland areas extending on and adjacent to the project site. Boundaries will be graphically depicted based on GPS collection of boundary flags and incorporated into a wetland delineation report.

Historic assessment (desktop survey) to identify and delineate likely boundary of wetland areas extending on and adjacent to the project site. Boundaries will be graphically depicted based on existing GIS datasets and discussed in the summary report

Field and historic delineations will be used to complete site assessment mapping for platted lots, according to the following categories. These assessments will be graphically depicted as follows.

- No wetlands present
- Wetlands present, but full building pad available, no impact required
- Wetlands present, impact required for development (marginally suitable)
- Wetland present, not-suitable

# PROJECT APPROACH & SCHEDULE CONT.

## **Geotechnical Study and Mapping:**

### *WITHIN TWELVE WEEKS OF CONTRACT EXECUTION*

GRAEF is proposing to use the services of CGC, Inc. for the geotechnical evaluation. A complete geotechnical report, in accordance with RFP scope criteria, will be provided. GRAEF will coordinate with CGC to graphically depict findings in accordance with the following:

- Soil suitability for public improvements (roadway/sidewalks)
  - Suitable no restrictions
  - Marginally suitable with field modifications and what those are
  - Not-suitable
- Per lot summary
  - Suitable no restrictions
  - Marginally suitable with restrictions (and what those are)
  - Not suitable

### **CGC Base Scope:**

Following initial wetland delineation, CGC will coordinate with GRAEF to eliminate borings from within defined wetland areas. We offer the following based on the RFP and direct coordination with the City.

- Perform a total of 84 Standard Penetration Test (SPT) soil borings for a total drilling footage of 1,555 linear feet at the approximate locations depicted on the attached sketch (see page 9):
  - 59 borings to 20 ft below current site grades (or refusal) within vacant residential lots; and
  - 25 borings to 15 within current roadway areas.
  - Observe groundwater levels in the boreholes during, at completion, and up to 48 hrs after completion of drilling.
- The borings will be backfilled in accordance with WDNR regulations, with drill cuttings thin-spread on-site and asphalt surface patching in roadways.
- Contact Diggers Hotline to mark public utilities on-site.
- Geotechnical laboratory testing to include natural moisture contents, organics contents, Atterberg limits and particle size distribution, as needed.
- Provide soil classification by a geotechnical engineer per the Unified Soil Classification System, along with typed logs for all borings.
- Prepare a geotechnical report providing a summary of subsurface soil and groundwater conditions, recommendations regarding the suitability of each specific lot and existing/future public infrastructure

with regards to development and construction (e.g., suitable, marginally suitable with modifications, not suitable), as well as more specific recommendations regarding potential structure foundation depth restrictions.

### **CGC Additional Scope:**

Based on our past experience and because we envision that groundwater level readings at the SPT boring will be limited due to borehole cave-in, we recommend that a series of groundwater monitoring wells be installed across the site to gain a better understanding of the longer term, fluctuating groundwater levels on the site. Installation of a series of 1 to 2-in. PVC monitoring and piezometer wells should be considered, and we have included a per-well cost as an additional fee for 15 and 30-ft wells. These wells would be installed during a second drill rig mobilization within blind auger-drilled (no sampling) boreholes at locations mutually selected by the project team after review of the initial field data.

Pending the results of the Phase 1 portion of the project, CGC will assist GRAEF in the procurement of a hydrogeologist, or similar qualified professional, tasked with identifying the extent of the possible confined aquifer responsible for the apparent artesian spring. Coordinate with GRAEF and hydrogeologist (or similar) by sharing the results of the initial scope of field work to develop additional geotechnical field work scope necessary for the supplemental engineering study to be performed by the hydrogeologist.

### **CGC Special Terms:**

- We assume that site access will be coordinated by the City or others.
- We assume that an ATV drill rig will be required to access the lot borings, with a truck-mounted rig used for street borings.
- Borings determined to be within wetland areas can be deleted from the scope of field work, as needed.
- We assume that private utilities (not located through Diggers Hotline) are not present or will be located by the client or others. If needed, we can arrange for a private utility locate for an additional cost.
- Clearance of trees or brush, snowplowing, crop damage or landscape repairs have not been included in our estimate, which are considered beyond the scope of services.

# PROJECT APPROACH & SCHEDULE CONT.

## **Floodplain Investigation and Mapping:**

### *WITHIN TWELVE WEEKS OF CONTRACT EXECUTION*

Topographic Mapping: The base bid includes topographic mapping sufficient to delineate the floodplain boundary. The Base Flood Elevation will be delineated based on topographic mapping as well as the DFIRM boundary. These assessments will be graphically depicted.

The site evaluation will be used for to assess the platted lots, according to the following categories. This assessment will be graphically depicted as follows:

- No Floodplain present
- Floodplain present, but full building pad available, minimal grading and easement areas required
- Floodplain present, impact required for development (marginally suitable)
- Floodplain present, not suitable

## **GRAEF Additional Scope:**

The original stormwater management design was completed around 2008. Rainfall depths and distributions at this time were less restrictive than current standards and the current site topography may differ from the originally approved plan. In order to fully identify potential surface water impacts on the development, GRAEF recommends that the site be re-evaluated to determine anticipated HWL in the detention ponds and overland flow paths. Our base bid excludes this evaluation. This service can be added to the Phase 1 services, including additional topographic mapping of the stormwater management system, for approximately \$9,500.

## **Summary Site Assessment:**

### *WITHIN FOUR WEEKS OF COMPLETION OF FOCUS AREA ASSESSMENTS*

A summary report, compiling the above findings, will be produced. A comprehensive assessment of the project, with respect to current platted lots and easements, will be presented graphically as follows:

- No constraints (no wetlands, floodplain, or soil restrictions)
- Constraints, building pad available with limited site modifications
- Constraints, building pad available with more extensive site modifications
- Not recommended for development

The summary report will also discuss jurisdictional requirements (permitting considerations/complaints) related to the following:

- Geotechnical Implications
- Wetlands:
  - Easily permitted modifications to the site
  - More extensive impact potential
- Floodplain:
  - LOMA (updated FIRM based on current topography)
  - LOMR-F (update FIRM based on potential fill)
- Stormwater
  - In-fill lot
  - Redevelopment of property with new parcel boundaries
  - Infrastructure improvements (if identified in earlier analysis)

## **EXCLUSIONS – EXTRAS**

As described above in the detailed scope, several service levels can be modified based on City feedback.

- A detailed assessment of the stormwater management system (detention facilities and on-site conveyance) is recommended to be completed for approximately \$9,500.
- Phase 1A services
- Phase 2 services
- Requested geotechnical add services

## **DELIVERABLES**

The following deliverables will be presented to the City to facilitate their understanding of the findings and guide next steps.

- Topographic Mapping in dwg format
- Geotechnical Report
- Wetland Delineation Report
- Site Assessment Summary Report

# FEE ESTIMATE

| BASE TASKS                              | STAFF                                       | HOURS     | TOTAL FEE          |
|-----------------------------------------|---------------------------------------------|-----------|--------------------|
| WETLAND DELINEATION & MAPPING           |                                             |           |                    |
|                                         | Mike Paulos                                 | 1         |                    |
|                                         | Joy Corona/Joanna Colletti                  | 7         |                    |
|                                         | Alex Linton                                 | 44        |                    |
|                                         | Anuja Patil                                 | 4         |                    |
|                                         | Cameron Wein                                | 10        |                    |
|                                         |                                             | <b>66</b> | <b>\$8,693.00</b>  |
| GEOTECHNICAL STUDY & MAPPING (GRAEF)    |                                             |           |                    |
|                                         | Mike Paulos                                 | 1         |                    |
|                                         | Joy Corona/Joanna Colletti                  | 6         |                    |
|                                         | Cameron Wein                                | 9         |                    |
|                                         |                                             | <b>16</b> | <b>\$2,488.00</b>  |
| GEOTECHNICAL STUDY & MAPPING (CGC)      | Direct Cost (see Table 1 - Page 8)          |           | <b>\$46,865.00</b> |
| FLOODPLAIN INVESTIGATION & MAPPING      |                                             |           |                    |
|                                         | Mike Paulos                                 | 1         |                    |
|                                         | Joy Corona/Joanna Colletti                  | 20        |                    |
|                                         | David Koslo                                 | 2         |                    |
|                                         | Cameron Wein                                | 10        |                    |
|                                         | Dan Koslo                                   | 16        |                    |
|                                         | Regan Owen                                  | 5         |                    |
|                                         |                                             | <b>54</b> | <b>\$9,130.00</b>  |
| <b>Total Base Bid - GRAEF</b>           |                                             |           | <b>\$20,311.00</b> |
| <b>Total Base Bid - GRAEF &amp; CGC</b> |                                             |           | <b>\$67,176.00</b> |
| ADD SERVICE TASKS                       | STAFF                                       | HOURS     | TOTAL FEE          |
| STORMWATER EVALUATION & MAPPING         |                                             |           |                    |
|                                         | Joy Corona                                  | 6         |                    |
|                                         | David Koslo                                 | 3         |                    |
|                                         | Anuja Patil                                 | 25        |                    |
|                                         | Cameron Wein                                | 4         |                    |
|                                         | Dan Koslo                                   | 42        |                    |
|                                         | Regan Owen                                  | 11        |                    |
|                                         |                                             | <b>91</b> | <b>\$9,452.00</b>  |
| CGC MONITORING WELL INSTALLATION        | Direct Optional Cost (See Table 2 - Page 8) |           |                    |

# APPENDIX



**Table 1**  
**Summary of Base Scope Costs - Geotechnical Field Work, Laboratory Testing & Report**

| Item                                      | Quantity | Unit | Unit Rate | Total           |
|-------------------------------------------|----------|------|-----------|-----------------|
| Drill Rig Mobilization                    | 2        | ea   | \$410     | \$820           |
| ATV Drill Rig                             | 12       | day  | \$415     | \$4,980         |
| Lot Boring (20 ft)                        | 59       | ea   | \$435     | \$25,665        |
| Pavement Boring (15 ft)                   | 25       | ea   | \$325     | \$8,125         |
| Pavement Patch                            | 25       | ea   | \$35      | \$875           |
| Project Coordination                      | 4        | hrs  | \$100     | \$400           |
| Standby Time                              | 0        | hrs  | \$250     | \$0             |
| <b>Geotechnical Drilling Cost</b>         |          |      |           | <b>\$40,865</b> |
| <b>Report Preparation</b>                 |          |      |           |                 |
| Laboratory Testing                        | 1        | LS   | \$1,000   | \$1,000         |
| Geotechnical Report                       | 1        | LS   | \$5,000   | \$5,000         |
| <b>Laboratory Testing and Report Cost</b> |          |      |           | <b>\$6,000</b>  |
| <b>Total Cost</b>                         |          |      |           | <b>\$46,865</b> |

Notes:

1. Boring depths assumed based on past experience on the site.
2. Boring quantity based on one lot boring per smaller lot and two per larger lot; one roadway boring every ~ 200 ft.
3. Approximate proposed boring locations depicted on provided plan; actual locations to be determined by project team.

**Table 2**  
**Summary of Additional Scope Costs - Geotechnical Field Work**

| Item                                                        | Unit | Unit Rate  |
|-------------------------------------------------------------|------|------------|
| Drill Rig Mobilization                                      | ea   | \$410.00   |
| ATV Drill Rig                                               | day  | \$415.00   |
| Lot Boring (20 ft)                                          | ea   | \$435.00   |
| Pavement Boring (15 ft)                                     | ea   | \$325.00   |
| Pavement Patch                                              | ea   | \$35.00    |
| 1-in. PVC Monitoring Well - 15 ft <sup>2</sup>              | ea   | \$585.00   |
| 2-in. PVC Monitoring Well (piezometer) - 30 ft <sup>2</sup> | ea   | \$1,495.00 |
| Additional SPT drilling footage <sup>3</sup>                |      |            |
| 0 - 20 ft                                                   | ft   | \$21.75    |
| 21 - 40 ft                                                  | ft   | \$22.85    |
| 41 - 60 ft                                                  | ft   | \$24.50    |
| 61 - 80 ft                                                  | ft   | \$28.30    |
| 80 - 100 ft                                                 | ft   | \$32.75    |

Notes:

1. Assumed depth; actual depths to be determined by initial borings and targeted monitoring areas.
2. Includes blind-auger drilling to depth, installation and development of the well.
3. Footage used to extend borings beyond the assumed 15-ft and 20-ft depths in base scope.



# APPENDIX



## Koshkonong Estates Boring Location Exhibit





August 9, 2024

**AECOM Proposal No.**  
OPP-1348981

Mr. Andy Selle  
City Engineer  
Fort Atkinson Municipal Building  
101 N Main Street  
Fort Atkinson, Wisconsin 53538  
[aselle@fortatkinsonwi.gov](mailto:aselle@fortatkinsonwi.gov)

**Proposal for Koshkonong Estates Investigation, City of Fort Atkinson, Wisconsin**

Dear Mr. Selle:

AECOM Technical Services, Inc. (AECOM) is pleased to provide the attached proposal for the Koshkonong Estates Investigation. AECOM has reviewed the request for proposal (RFP), received July 26, 2024 and subsequent extension notice emailed on July 31, 2024. Our experienced project team will provide the following specific advantages:

- AECOM has the staff and experience to deliver all of the requested services, including the hydrogeologic component of the geotechnical study to develop an understanding of the artesian conditions affecting the development.
- AECOM has the resources to complete the work by the desired completion date. We have staff from several local offices (Madison, Milwaukee, Oshkosh and Green Bay) that have performed similar work across Wisconsin.
- AECOM's team understands the City's objectives for this investigation. We look forward to working with the City to determine how best to utilize the land across the development and if alternatives might be available to create greater value to the City.

Given the depth of our resources and the strength of our experience, we look forward to the opportunity to deliver on this project in meeting both the objectives and schedule. Thank you for considering AECOM. Should the City wish to discuss our approach or if you have questions, please do not hesitate to contact Leo Linnemanstons at (608) 658-6700.

Yours sincerely,

**AECOM Technical Services, Inc.**



Leo B. Linnemanstons, P.G. (WI)  
Hydrogeologist / Project Manager  
[leo.linnemanstons@aecom.com](mailto:leo.linnemanstons@aecom.com)



Daryl Beck, P.E. (MN, IL, ND)  
Department Manager  
[daryl.beck@aecom.com](mailto:daryl.beck@aecom.com)

Cc: Rick Eilertson – AECOM Account Manager

## Project Team Expertise and Qualifications

Our team will be led by **Project Manager Leo Linnemanstons, PG**. Leo has over 28 years of experience performing and managing a variety of environmental projects. He currently manages a team of environmental professionals with expertise in site investigations, feasibility studies, and remediation. His group also performs natural resources studies, environmental permitting, and construction compliance monitoring. He is responsible for project management and specializes in hydrogeologic studies, environmental assessments, transaction due diligence, environmental restoration, and environmental management.

### **Geotechnical Study Team**

**Matthew Bloecher, PE** – Mr. Bloecher is a geotechnical engineer with 11 years of experience working for AECOM. He is also a professional engineer licensed in Wisconsin. He has worked on a variety of geotechnical projects involving subsurface exploration planning and oversight, permit applications, specification writing, slope stability modeling, geophysical testing, landfills, and recommendations for shallow and deep foundations.

**Hugh Kinnard** - Mr. Kinnard is an engineering technician with 17 years of experience in the industry. He has a background in OSHA compliance, coordinating and overseeing field activities, geophysical data collection, topographical survey collection, data management and documentation, gas monitoring, and soil, groundwater, and sediment sampling.

**Gary Braun, PG** – Mr. Braun is a senior hydrogeologist/geologist with over 25 years of experience as a technical lead and project manager in groundwater related issues. Technical focus is on the acquisition, interpretation and presentation of geologic and hydrogeologic data on high profile projects. His project experience encompasses a variety of projects including environmental impact assessments, solid waste compliance and permitting, mine permitting, water supply evaluation / protection, and wetland source protection.

### **Wetlands Delineation Team**

**Mercedez Kennedy, WPIT** – Ms. Kennedy is an Environmental Scientist and Wetland Professional in Training (WPIT) with eight (8) years of experience conducting wetland delineations. She has performed wetland delineations throughout Wisconsin, Illinois, and Michigan and has completed threatened and endangered species site evaluations. She has completed wetland training courses sponsored by UW La Crosse Continuing Education, including, Critical Methods, Basic Wetland Delineation, Wetland Plant ID, and Grasses, Sedges & Rushes.

**Hope Mahon** – Ms. Mahon is an Environmental Scientist with two (2) years of experience. She has worked on various projects which include groundwater sampling, wetland delineations, site investigations, construction oversight, data analysis, and GIS/CAD. Prior to working at AECOM, she performed post-construction mortality surveys at a wind energy farm as a biology field technician and earned a BS in Environmental Science from the University of Wisconsin-Madison.

### **Flood Plain Assessment Team**

**Peter Diemer, PE** – Mr. Diemer is a civil engineer with 25 years of experience specializing in construction projects on or near waterways such as lakes, streams, and rivers. Project types include water-based facilities such as dam structures, floodplain/river studies, sediment dredging, shoreline protection/stabilization and recreational harbor infrastructure, including dock walls, launch ramps, and breakwaters. Peter has successfully obtained regulatory permits from many authorities and regulatory agencies including the US Army Corps of Engineers, Federal Emergency Management Agency, State Departments of Natural Resources, and local jurisdictions.

**Marty Johnson** – Mr. Johnson is a field survey technician with over 30 years of experience. He is experienced with a variety of client types including rail, industrial, transportation, and commercial developments. He performs topographic, bathymetric, stake-out, and 3D-scanning surveys. He is experienced with many Trimble products including the R8, R8s, R12, and several types of total stations.

## SCOPE OF SERVICES

AECOM developed this scope of services based on our understanding of the City's RFP, which provides a representative basis for the overall project budget. However, AECOM believes that some potential savings may be able to be realized if the geotechnical drilling program could be reduced based on boring placements to cover two adjoining parcels or reduction in the study area based on the findings of the wetland delineation and/or flood plain assessment. Both the wetland delineation and the flood plain assessment may provide information that could limit the developable area, which then may not need the additional geotechnical borings. Therefore, AECOM will prioritize the wetland delineation and flood plain assessment to be able to inform the progression of the geotechnical study.

Because of the short time frame to complete the overall investigation, AECOM proposes to begin the geotechnical study at the earliest availability of the subcontracted drilling firm. To allow for the option to reduce the study area based on the wetland delineation and flood plain assessment, the drilling program will be started with the installation of the monitoring well nests and then proceed to perform borings in general from the north to the south, which generally follows the topography from higher elevations to lower elevations. In this manner, important stratigraphic information will be collected from the deeper borings for the monitoring wells, and sufficient time will be available for the development and data collection from the monitoring wells.

During the course of the investigation, AECOM's project manager will be a single point of contact for the City to be updated on the progress of the investigation and will communicate developments that may affect the direction of the investigation.

### Geotechnical Study

Geotechnical engineering services for the project will include a subsurface site investigation, geotechnical laboratory testing and a geotechnical engineering report documenting conditions encountered at the site and recommendations for site development. The site investigation will consist of drilling 73 geotechnical soil borings, installation of 4 monitoring wells, and 4 piezometers. The following items summarize the proposed scope for the geotechnical portion of the project.

1. The soil borings will be performed within the confines of the subdivision and within roadway right-of-way (ROW) along Reena Avenue and Ila Street. For the subsurface investigation 60 borings are proposed for subdivision plots and 13 borings are proposed along roadway ROW. The borings will be advanced to a depth of 20 feet below existing grades. At 4 of the locations, a monitoring well and piezometer will be installed. Monitoring wells will have a 20-foot depth with 10 feet of screen. Piezometers will have a 60-foot depth with 5 feet of screen. Monitoring wells and piezometers will be constructed in accordance with Wisconsin Administrative Code NR 141.
2. AECOM will provide a field technician to perform full time oversight during drilling activities at the site.
  - a. AECOM will lay out the boring location at the site and coordinate with our drilling subcontractor to clear the boring locations of public utilities.
  - b. Our field staff will be on-site to confirm the progress of drilling activities and evaluate if any modifications to the site investigation scope of services are necessary based on the conditions which are observed at the site.
  - c. Our field staff will develop the new monitoring wells and collect periodic water levels over the duration of the drilling program (estimate 4-week period).
3. Samples collected during drilling operations will be returned to our AECOM office for further evaluation and classification by an experienced engineer or geologist. Laboratory testing consisting of determination of the natural moisture content of all collected samples will be completed. Select samples will also be tested for plasticity and grain size distribution.
4. AECOM's hydrogeologist will review boring logs and analyze water level data from monitoring wells to determine vertical and horizontal hydraulic gradients. Groundwater elevation maps for the water table and the deeper potentiometric surface will be prepared to determine the groundwater flow direction. Geologic cross-sections parallel and perpendicular to the primary groundwater flow direction will also be developed. The analysis of this information is to potentially develop an understanding of the observed artesian conditions found in portions of the development.
5. AECOM will prepare a geotechnical report for the project under the supervision of a geotechnical engineer licensed in the State of Wisconsin. The geotechnical report will include the following:

- a. Description of subsurface site investigation and provide geologic characterizations of the soil and groundwater conditions encountered in the borings.
- b. A soil boring location diagram showing final boring locations.
- c. Formal soil boring logs summarizing field and laboratory test results and classification of the encountered soils.
- d. Recommendations for parcels that are suitable, not suitable, and marginal for development. Considerations for construction related to foundations and basements will be included.
- e. Recommendations for existing road infrastructure, such as amendments for long-term sustainability and maintenance related to poor soil conditions.

Several assumptions have been made in developing this geotechnical scope and, if not valid, will constitute a change in scope requiring an adjustment in the project fee. These assumptions are:

- AECOM and their subcontractor will be provided access to all areas of the property during normal business hours, and there will be no delays in obtaining access. One mobilization to the property to conduct the soil borings are included in the proposed cost. If an additional mobilization is required, there may be an additional cost.
- In preparing this proposal, we have assumed that environmentally hazardous impacted soils, construction debris, obstructions, or extremely difficult drilling conditions will not be encountered while advancing the borings. We define difficult drilling conditions as soils having Standard Penetration Test blow counts greater than 50 in 6 inches, coarse gravel strata, weathered bedrock, fill materials such as rubble, demolition debris with wood, concrete and rebar, shot rock, etc. If difficult drilling is encountered, additional fees will be incurred.
- Obtaining subsurface samples can be hazardous, particularly when the exact location and positioning of underground structures and utilities are unknown. AECOM or its drilling subcontractor will contact Digger's Hotline for the location of public utilities on the property prior to commencing work. AECOM will not be liable for damages to unidentified or misidentified subsurface structures or utilities or any damage or contamination to the site or surrounding properties occurring as a result of unidentified or misidentified public or private subsurface structures and utilities.

An electronic copy of the geotechnical report and boring logs will be provided to the City.

## Wetland Delineation

AECOM will complete a wetland delineation for the project area. The wetland delineation will consist of a desktop analysis, field investigation, preparing the wetland delineation report, and obtaining Wisconsin Department of Natural Resources (WDNR) concurrence.

1. AECOM will conduct a desktop analysis of environmental conditions to identify existing hydric soils, wetlands, and waterbodies at the project site. Review of publicly available data and aerial photos will include the following sources:
  - a. USFWS National Wetlands Inventory (NWI)
  - b. Wisconsin Surface Water Data Viewer Database
  - c. USGS soils data
  - d. Current and historical aerial imagery
  - e. USGS soils data and topographic maps
2. AECOM will investigate field conditions in accordance with the *U.S. Army Corps of Engineers Wetlands Delineation Manual* and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region*. The wetlands will be delineated based on the presence of hydrophytic vegetation, hydric soils, and wetland hydrology and documented on USACE Regional Supplement data forms. Wetland boundaries will be recorded using a submeter accurate Trimble GPS unit.
3. AECOM will prepare a wetland delineation report using data collected in the field. The report will document methodology, preliminary findings, a discussion of potential USACE and WDNR jurisdictional and non-jurisdictional features, and potential Waters of the US.

The wetland delineation report will be in accordance with applicable USACE and WDNR guidelines and standards. AECOM will submit an electronic copy of the wetland delineation report to the City.

4. With approval from the City, a request will be submitted to the WDNR to obtain concurrence for the delineated wetland boundaries.

## Flood Plain Investigation

AECOM survey staff will perform topographic survey on a limited portion of the Koshkonong Estates subdivision. The survey will be referenced to at least one (1) National Geodetic Survey control monument and will be referenced to Wisconsin State Plane coordinates and the North American Vertical Datum of 1988 (NAVD88). We will use a Trimble R12 GNSS Receiver while connected to the Wisconsin Continuously Operating Reference Station (WISCORS) network. Prior to the survey, we will confirm the FEMA Floodplain elevation(s) for the property. The field work will commence on one side of the property and topographic survey data points will be collected along linear transects extending from approximately 2 feet above to 2 feet below the regional flood elevation. The data will be processed in the office using AutoCAD Civil3D. Topographic contours of the survey area will be generated as well as an outline of the regional flood limits. The topographic survey fieldwork is anticipated to be completed in three (3) days.

Following advancement of well-points and soil borings, AECOM's survey staff will return to the worksite and collect data points on the top of each well point, and at-grade for each soil boring. These points will be referenced to NAVD88 for future monitoring need and/or design development. The well-point and soil boring survey is anticipated to be completed in two (2) days.

## PROJECT SCHEDULE

AECOM anticipates performing the project in accordance with the requested timeframe provided in the RFP. A generalized schedule of anticipated milestone dates are as follows:

| Target 2024 Date              | Milestone                                                                                                               |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Week of August 26, 2024       | Contract Awarded                                                                                                        |
| Week of September 9, 2024     | Project Kickoff Call                                                                                                    |
| Week of September 16, 2024    | Perform wetland delineation;<br>Survey for flood plain assessment; and<br>begin geotechnical drilling program (3 weeks) |
| Week of September 30, 2024    | Complete wetland delineation and flood plain assessment.                                                                |
| Week of October 7, 2024       | Perform survey of monitoring wells and soil boring locations                                                            |
| Week of October 14, 2024      | Begin preparation of geotechnical report                                                                                |
| On or before November 1, 2024 | Final Deliverables to City                                                                                              |

Actual dates of performance will need to be scheduled based on staff and contractor availability. Weather and client delays may also affect the schedule and lengthen the time of performance. AECOM will advise the City of progress and communicate delays that will impact our ability to complete the project by November 1, 2024.

## ASSUMPTIONS

The following assumptions are included as part of the proposed Scope of Services, Project Cost, and Project Schedule.

- If flowing conditions during soil borings are encountered that are beyond the capability of the mobilized drilling equipment to control, the City understands that additional fee may be necessary for additional equipment and time to control those conditions.
- Excess soil from soil borings are assumed to be non-hazardous and will be thin-spread on the ground adjacent to the boring location.
- All work can be completed using Level D personal protective equipment.
- AECOM is not responsible for surface repairs at boring locations beyond temporary patches or replacement of surface soil.

## PROJECT FEE

AECOM proposes to conduct the scope of services for an estimated time and materials fee of \$193,370.00. The budget is presented by task as follows:

|                        | Labor           | Other Direct Charges | Subcontractor   | Subtotal         |
|------------------------|-----------------|----------------------|-----------------|------------------|
| Project Management     | \$6,350         | \$0                  | \$0             | \$6,350          |
| Geotechnical Study     | \$60,060        | \$10,160             | \$89,490        | \$159,710        |
| Wetland Delineation    | \$9,860         | \$3,400              | \$0             | \$13,260         |
| Flood Plain Assessment | \$10,200        | \$3,850              | \$0             | \$14,050         |
| <b>Total</b>           | <b>\$86,470</b> | <b>\$17,410</b>      | <b>\$89,490</b> | <b>\$193,370</b> |

The attached table provides a detailed breakdown of the staff hours, subcontractors, and other direct costs (ODCs).

If other changes in the scope or schedule are made that will increase our costs, we will notify the City and follow-up with an appropriate change order request.

## Terms and Conditions

AECOM will perform services in accordance with AECOM's Standard Commercial Terms (Form 103C, 1/10/2023) and General Conditions (Form 102, 1/10/2023).



Table 1  
Koshkonong Estates Investigation  
AECOM Detailed Fee Estimate

| Activity                                                  | Project Manager                     |          | Sr Hydro / Eng         |          | SHE Manager       |        | Engineer          |           | Scientist         |          | Project Controls  |          | Scientist         |          | Sr Eng Tech       |           | Project Admin    |        | Junior Technician |          | GIS Technician   |          | Estimate Total |           |  |
|-----------------------------------------------------------|-------------------------------------|----------|------------------------|----------|-------------------|--------|-------------------|-----------|-------------------|----------|-------------------|----------|-------------------|----------|-------------------|-----------|------------------|--------|-------------------|----------|------------------|----------|----------------|-----------|--|
|                                                           | Linnemanstons / Humphrey / Senfelds |          | Braun / Allen / Diemer |          | Craven            |        | Bloecher          |           | Lahaye / Morehead |          | Crotteau          |          | Wilson / Kennedy  |          | Kinnard / Johnson |           | Nienow           |        | Mahon / Fischer   |          | Mihaela Olteanu  |          |                |           |  |
|                                                           | \$170.00 per hour                   |          | \$160.00 per hour      |          | \$160.00 per hour |        | \$135.00 per hour |           | \$135.00 per hour |          | \$135.00 per hour |          | \$100.00 per hour |          | \$90.00 per hour  |           | \$90.00 per hour |        | \$90.00 per hour  |          | \$90.00 per hour |          |                |           |  |
| Task No. 1: Project Management                            |                                     |          |                        |          |                   |        |                   |           |                   |          |                   |          |                   |          |                   |           |                  |        |                   |          |                  |          |                |           |  |
| Project Coordination (Procurement/Scheduling/IDW/Finance) | 14                                  | \$ 2,380 | 10.00                  | \$ 1,600 |                   | \$ -   | 2                 | \$ 270    |                   | \$ -     | 8                 | \$ 1,080 |                   | \$ -     |                   | \$ -      |                  | \$ -   |                   | \$ -     |                  | \$ -     | 34             | \$ 5,330  |  |
| Health and Safety Plans                                   | 2                                   | \$ 340   |                        | \$ -     | 2                 | \$ 320 |                   | \$ -      |                   | \$ -     |                   | \$ -     |                   | \$ -     |                   | \$ -      | 4                | \$ 360 |                   | \$ -     |                  | \$ -     | 8              | \$ 1,020  |  |
| Task No. 1: Sub-Total                                     | 16                                  | \$ 2,720 | 10                     | \$ 1,600 | 2                 | \$ 320 | 2                 | \$ 270    | 0                 | \$ -     | 8                 | \$ 1,080 | 0                 | \$ -     | 0                 | \$ -      | 4                | \$ 360 | 0                 | \$ -     | 0                | \$ -     | 42             | \$ 6,350  |  |
| Task No. 2: Geotechnical Study                            |                                     |          |                        |          |                   |        |                   |           |                   |          |                   |          |                   |          |                   |           |                  |        |                   |          |                  |          |                |           |  |
| Geotechnical Field Study                                  | 16                                  | \$ 2,720 |                        | \$ -     |                   | \$ -   | 2                 | \$ 270    |                   | \$ -     |                   | \$ -     |                   | \$ -     | 344               | \$ 30,960 |                  | \$ -   |                   | \$ -     |                  | \$ -     | 362            | \$ 33,950 |  |
| Hydrogeological Study                                     | 4                                   | \$ 680   | \$ 4                   | \$ 640   |                   | \$ -   |                   | \$ -      |                   | \$ -     |                   | \$ -     | 24                | \$ 2,400 |                   | \$ -      |                  | \$ -   |                   | \$ -     |                  | \$ -     | 32             | \$ 3,720  |  |
| Report Preparation                                        | 12                                  | \$ 2,040 | \$ 4                   | \$ 640   |                   | \$ -   | 94                | \$ 12,690 | 36                | \$ 4,860 |                   | \$ -     |                   | \$ -     |                   | \$ -      |                  | \$ -   |                   | \$ -     | 24               | \$ 2,160 | 170            | \$ 22,390 |  |
| Task No. 2: Sub-Total                                     | 32                                  | \$ 5,440 | 8                      | \$ 1,280 | 0                 | \$ -   | 96                | \$ 12,960 | 36                | \$ 4,860 | 0                 | \$ -     | 24                | \$ 2,400 | 344               | \$ 30,960 | 0                | \$ -   | 0                 | \$ -     | 24               | \$ 2,160 | 564            | \$ 60,060 |  |
| Task No. 3: Wetland Delineation                           |                                     |          |                        |          |                   |        |                   |           |                   |          |                   |          |                   |          |                   |           |                  |        |                   |          |                  |          |                |           |  |
| Field Studies                                             |                                     | \$ -     |                        | \$ -     |                   | \$ -   |                   | \$ -      |                   | \$ -     |                   | \$ -     |                   | \$ -     |                   | \$ -      |                  | \$ -   | 58                | \$ 5,220 |                  | \$ -     | 58             | \$ 5,220  |  |
| Report Preparation                                        | 2                                   | \$ 340   | \$ 2                   | \$ 320   |                   | \$ -   |                   | \$ -      |                   | \$ -     |                   | \$ -     | 20                | \$ 2,000 |                   | \$ -      |                  | \$ -   | 22                | \$ 1,980 |                  | \$ -     | 46             | \$ 4,640  |  |
|                                                           |                                     | \$ -     |                        | \$ -     |                   | \$ -   |                   | \$ -      |                   | \$ -     |                   | \$ -     |                   | \$ -     |                   | \$ -      |                  | \$ -   |                   | \$ -     |                  | \$ -     | 0              | \$ -      |  |
| Task No. 3: Sub-total                                     | 2                                   | \$ 340   | 2                      | \$ 320   | 0                 | \$ -   | 0                 | \$ -      | 0                 | \$ -     | 0                 | \$ -     | 20                | \$ 2,000 | 0                 | \$ -      | 0                | \$ -   | 80                | \$ 7,200 | 0                | \$ -     | 104            | \$ 9,860  |  |
| Task No. 4: Flood Plain Assessment                        |                                     |          |                        |          |                   |        |                   |           |                   |          |                   |          |                   |          |                   |           |                  |        |                   |          |                  |          |                |           |  |
| Topographic Land Survey                                   |                                     | \$ -     |                        | \$ -     |                   | \$ -   |                   | \$ -      | 12                | \$ 1,620 |                   | \$ -     |                   | \$ -     | 56                | \$ 5,040  |                  | \$ -   |                   | \$ -     |                  | \$ -     | 68             | \$ 6,660  |  |
| Recommendation Memo                                       | 2                                   | \$ 340   | \$ 20                  | \$ 3,200 |                   | \$ -   |                   | \$ -      |                   | \$ -     |                   | \$ -     |                   | \$ -     |                   | \$ -      |                  | \$ -   |                   | \$ -     |                  | \$ -     | 22             | \$ 3,540  |  |
| Task No. 4: Sub-Total                                     | 2                                   | \$ 340   | 20                     | \$ 3,200 | 0                 | \$ -   | 0                 | \$ -      | 12                | \$ 1,620 | 0                 | \$ -     | 0                 | \$ -     | 56                | \$ 5,040  | 0                | \$ -   | 0                 | \$ -     | 0                | \$ -     | 90             | \$ 10,200 |  |
| Total                                                     | 52                                  | \$ 8,840 | 40                     | \$ 6,400 | 2                 | \$ 320 | 98                | \$ 13,230 | 48                | \$ 6,480 | 8                 | \$ 1,080 | 44                | \$ 4,400 | 400               | \$ 36,000 | 4                | \$ 360 | 80                | \$ 7,200 | 24               | \$ 2,160 | 800            | \$ 86,470 |  |

| Expenses                                | Unit Cost | Quantity | Subtotal  | Mark-up (10%) | Estimate  |
|-----------------------------------------|-----------|----------|-----------|---------------|-----------|
| 1.0 Subcontractors                      |           |          |           |               |           |
| GESTRA (drilling and well installation) | \$71,555  | 1        | \$ 71,555 | \$ 7,155.50   | \$ 78,711 |
|                                         |           | 1        | \$ -      |               | \$ -      |
|                                         |           | 1        | \$ -      |               | \$ -      |
| 1.0 Subtotal - Subcontractors           |           |          | \$ -      | \$ -          | \$ 78,711 |
| 2.0 Laboratory (Soil Samples)           |           |          |           |               |           |
|                                         | Unit Cost | Quantity | Subtotal  | Mark-up (10%) | Estimate  |
| Moisture Content                        | \$10      | 650      | \$ 6,500  | \$ 650.00     | \$ 7,150  |
| Atterberg Limits                        | \$65      | 20       | \$ 1,300  | \$ 130.00     | \$ 1,430  |
| Grain Size                              | \$100     | 20       | \$ 2,000  | \$ 200.00     | \$ 2,200  |
| Sample Disposal                         | \$3       | 0        | \$ -      |               | \$ -      |
| Environmental Fee (Per Invoice)         | \$15      | 0        | \$ -      |               | \$ -      |
| 2.0 Subtotal - Laboratory               |           |          | \$ 9,800  |               | \$ 10,780 |

| Expenses                                     | Unit Cost | Quantity | Total Cost | Mark-up (10%) | Total     |
|----------------------------------------------|-----------|----------|------------|---------------|-----------|
| 3.0 Equipment, Supplies & Mileage            |           |          |            |               |           |
| Mileage                                      | \$0.67    | 2800     | \$ 1,876   |               | \$ 1,869  |
| Per Diem (Lodging and Meals)                 | \$150     | 35       | \$ 5,250   | \$ 525.00     | \$ 5,775  |
| Groundwater Sampling Supplies (per event)    | \$250     | 0        | \$ -       |               | \$ -      |
| YSI with Flow through cell                   | \$250     | 0        | \$ -       |               | \$ -      |
| Geopump and tubing                           | \$100     | 8        | \$ 800     | \$ 80.00      | \$ 880    |
| Water Level Meter                            | \$20      | 25       | \$ 500     | \$ 50.00      | \$ 550    |
| GPS handheld unit                            | \$200     | 5        | \$ 1,000   | \$ 100.00     | \$ 1,100  |
| GPS land survey                              | \$350     | 5        | \$ 1,750   | \$ 175.00     | \$ 1,925  |
| Truck                                        | \$100     | 30       | \$ 3,000   |               | \$ 3,000  |
| Drums                                        | \$150     | 0        | \$ -       |               | \$ -      |
| Equipment shipping costs                     | \$300     | 4        | \$ 1,200   | \$ 120.00     | \$ 1,320  |
| WDNR Fees (Wetland Review)                   | \$300     | 3        | \$ 900     | \$ 90.00      | \$ 990    |
| 4.0 Subtotal - Equipment, Supplies & Mileage |           |          | \$ 16,276  | \$ 1,140.00   | \$ 17,409 |
| Total                                        |           |          |            |               | \$ 17,409 |

| Cost Summary           |           |
|------------------------|-----------|
| AECOM Labor            | \$ 86,470 |
| Equipment and Expenses | \$ 17,409 |
| Subcontractors         | \$ 78,711 |
| Laboratory Analytical  | \$ 10,780 |
| Scope of Work Estimate | \$193,370 |

**Effective: January 10, 2023**

**SCOPE OF SERVICES** – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its Proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis.

### BILLING RATES

**STAFF** - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

| Classification                                                                                                                          | Rate/Hour |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Technician I, Project Administrator I                                                                                                   | 90.00     |
| Technician II, Project Administrator II                                                                                                 | 100.00    |
| Technician III, Scientist I, Project Administrator III, Data Administrator I, CAD/GIS Specialist I, Engineer I, Project Manager I       | 110.00    |
| Technician IV, Scientist II, Project Administrator IV, Data Administrator II, CAD/GIS Specialist II, Engineer II, Project Manager II    | 135.00    |
| Technician V, Scientist III, Project Administrator V, Data Administrator III, CAD/GIS Specialist III, Engineer III, Project Manager III | 160.00    |
| Technician VI, Scientist IV, Data Administrator IV, CAD/GIS Specialist IV, Engineer IV, Project Manager IV                              | 170.00    |
| Scientist V, Data Administrator V, CAD/GIS Specialist V, Engineer V, Project Manager V                                                  | 210.00    |
| Scientist VI, CAD/GIS Specialist VI, Engineer VI, Project Manager VI                                                                    | 250.00    |
| Scientist VII, Engineer VII; Project Director                                                                                           | 290.00    |
| Scientist VIII, Engineer VIII, Sr. Project Director                                                                                     | 315.00    |

AECOM may revise these rates annually. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the standard Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates.

**LITIGATION SUPPORT** - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

**RETAINER** - AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

**OTHER DIRECT COSTS** - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services together with a ten percent (10%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a ten percent (10%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged as ten percent (10%) of labor cost.

**INVOICING AND PAYMENT** - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

**SECURITY INTEREST** – Client hereby grants AECOM a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from AECOM, and any and all proceeds, additions or accessions to any and all of the foregoing, to secure the payment and performance by Client of any and all direct or indirect obligations,

indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to AECOM.

**ESTIMATES OF COSTS AND SCHEDULES** - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

**AGREEMENT** - These Commercial Terms Form 103C (01/10/2023) and the attached General Conditions Form 102 (01/10/2023) govern the performance of the Services and rights and obligations of the parties

As used herein, the term "AECOM" shall mean AECOM Technical Services, Inc., and the term "Client" shall mean City of Fort Atkinson, Wisconsin (each individually a "Party" and collectively, the "Parties").

**1. ACCESS.** Client grants or shall obtain for AECOM and its subcontractors authority to enter the property upon which AECOM's Services are to be performed ("Site"), at Client's expense. AECOM shall not be responsible or liable for the errors, omissions, or other acts of any other consultants, contractors, or parties engaged by Client or present at any Site, nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

**2. CLIENT INFORMATION.** Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

**3. STANDARD OF SERVICES AND WARRANTY.** AECOM agrees to perform its services as described in the applicable proposal for services submitted to Client ("Services") in accordance with the degree of professional skill, quality, and care ordinarily exercised by members of the same profession practicing in the same location at the same time under comparable circumstances and providing services of a similar nature and as expeditiously as is consistent with professional skill and the orderly progress of the Services. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by AECOM are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by AECOM's investigation and the portions of the Site actually investigated, sampled or tested by AECOM. AECOM shall, for the protection of Client, request from all vendors and subcontractors from which AECOM procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AECOM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standard and to remedy any material deficiencies or defects in the Services at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such material deficiency or defect within a reasonable period after discovery thereof, but in no event later than ninety (90) days after AECOM's completion of the Services. Except as provided in this Section 3, AECOM makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence, or otherwise.

**4. CONFIDENTIALITY.** "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information and that is clearly marked as "Confidential Information" or which would reasonably be regarded as confidential by virtue of the nature of the information disclosed and the context in which it is disclosed. Confidential Information does not include information which: (i) is already known to the receiving Party at the time of its disclosure as reasonably demonstrated by the receiving Party with judicially-admissible evidence; (ii) becomes publicly known through no wrongful act or omission of the receiving Party; (iii) is communicated to a third party with the express written consent of the disclosing Party and not subject to restrictions on further use or disclosure; and/or (iv) is independently developed by the receiving Party as reasonably demonstrated by the receiving Party with judicially-admissible evidence. In the event that either Party discloses Confidential Information to the other Party in connection with this contract (excluding AECOM's Work Product that is delivered to Client or others hereunder), the Party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of five (5) years from the date of disclosure. Notwithstanding the foregoing, to the extent any Confidential Information is identified by a Party as a trade secret or otherwise constitutes a trade secret, as contemplated in the Uniform Trade Secrets Act, Defend Trade Secrets Act, or similar laws or regulations, the other Party shall maintain the confidentiality of such Confidential Information for as long as such Confidential information remains a trade secret. In the event a Party is required to disclose to a third party the Confidential Information of the disclosing Party by operation of law, statute, ordinance, code, regulation, court, subpoena, or other governmental or judicial requirement, the Party required to make such disclosure shall: (i) to the extent legally permitted, promptly notify in writing the disclosing Party of the required disclosure; (ii) reasonably assist the disclosing Party in challenging and/or limiting the scope of the disclosure; and (iii) notwithstanding the provisions of Section 5.1, as to all other persons and entities to whom the required disclosure is not made, treat the information subject to the required disclosure as confidential pursuant to this Agreement. Notwithstanding anything else in this Agreement, Client agrees that AECOM may use and

publish Client's name and a general description of the Services provided to Client in describing AECOM's experience and qualifications to other clients and potential clients.

**5. WORK PRODUCT.** "Work Product" consists of all reports, notes, laboratory test data and other information specifically commissioned by Client for preparation by AECOM and delivery to Client pursuant to this Agreement. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided and provided further the Work Product shall be used solely for the purpose for which the Work Product was intended. All Work Product prepared by AECOM shall be for the sole and exclusive use of Client and no other person or entity. Client agrees that no third party (with the exception of governmental entities or agencies) shall have the right to use or rely on the Work Product without the written consent of AECOM and the third party's execution of a third party reliance letter agreeable to AECOM.

**6. INSURANCE.** AECOM shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per claim and in the aggregate.

**7. INDEMNITY.** AECOM shall indemnify and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AECOM. Client shall indemnify and hold harmless AECOM, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.

**8. PAYMENT & CHANGES.** Invoices will be issued monthly or twice per month at AECOM's discretion, itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due within thirty (30) days of invoice date. Notwithstanding any other provisions of the Agreement to the contrary, AECOM shall be entitled to additional compensation for work in the event that AECOM experiences any increases in costs due to changes in AECOM's scope of work from that included in AECOM's proposal for Services submitted by AECOM to Client or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AECOM. AECOM shall be compensated for all such additional work either (1) as agreed in writing by the Parties; or (2) on a time and materials basis in accordance with AECOM's then current standard commercial rates.

**9. WAIVER OF CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL EITHER PARTY OR THEIR PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, OR INTERRUPTION OF BUSINESS, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. ENVIRONMENTAL CONDITIONS.** Client shall provide (or cause the Site owner to provide) AECOM with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against AECOM and to indemnify, defend and hold AECOM harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client agrees to advise AECOM of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder. Nothing in this Agreement shall be construed or interpreted as requiring AECOM to assume the status of, and Client acknowledges that AECOM does not act in the capacity nor assume the status of, Client or others as a "generator," "owner," "operator," "transporter," "disposer," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state, or local law, regulation, or ordinance. Client acknowledges that AECOM has neither created nor contributed to the creation or existence of any air, subsurface, ground, or other environmental hazards, contamination, or pollution or the presence of toxic or hazardous substances or materials, whether latent or patent, at any Site prior to the date on which Services commenced ("Pre-Existing Conditions"). Client assumes all responsibility and liability for Pre-Existing Conditions, and further agrees to defend, indemnify, and hold AECOM harmless from any claims, demands, losses, liabilities, causes of action, actions, suits, damages, costs, penalties, fines, and expenses, including reasonable attorneys' fees, of any kind or character, arising from or relating to Pre-Existing Conditions of, except where such are caused by the sole negligence or willful misconduct of AECOM, it being the intention of Client to assume any liability alleged to have resulted from AECOM's joint or concurrent negligence.

**11. INDEPENDENT CONTRACTOR.** In performing Services under this Agreement, AECOM will act solely as an independent contractor and shall not be regarded as a subsidiary, partner, joint venturer, affiliate, representative, employee, servant, or agent of Client.

**12. FORCE MAJEURE.** Neither AECOM nor Client shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including acts of God, fire, flood, extraordinary weather conditions, natural catastrophes, unanticipated or differing Site conditions, changes in law or regulations, explosion, war (whether declared or not), civil unrest, terrorism, sabotage, computer viruses, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, the Coronavirus (SARS COV-2) and such related diseases (e.g., COVID-19) outbreak, strikes, lockouts, industrial disturbances, requests, acts, or intervention of a governmental agencies or authorities, court orders, labor relations, accidents, delays, the inability to obtain materials, equipment, fuel, or transportation, or other events or circumstances beyond the reasonable control of the claiming Party ("Force Majeure Event"). AECOM shall be entitled to a change in the scope of Services, compensation, the project schedule, and other terms and conditions of this Agreement that are affected by a Force Majeure Event sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. All such changes shall be authorized by a mutually agreed upon, written change order containing any appropriate equitable adjustments to the scope of Services, compensation, project schedule, and other terms and conditions of this Agreement affected by the Force Majeure Event. If a Force Majeure Event substantially prevents, or is reasonably likely to substantially prevent, AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

**13. RISK ALLOCATION & RESTRICTION OF REMEDIES.** THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$50,000. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, ACTIONS, SUITS, DAMAGES, COSTS, PENALTIES, FINES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND OR CHARACTER ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

**14. DISPUTE RESOLUTION.** Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute, or controversy relating to this Agreement ("Dispute") and the requested relief. The recipient of such notice shall respond within five (5) business days with a written statement of its position and a recommended solution to the Dispute. If the Parties cannot resolve the Dispute through negotiation, either Party may refer the Dispute to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Dispute. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission or otherwise be usable or admissible in any litigation, arbitration, or dispute resolution proceeding. If the Representatives are unable to resolve the Dispute within thirty (30) days, either Party shall have the right to commence arbitration at any time thereafter upon service of demand for arbitration on the other Party. Any Dispute arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, that is not resolved by the Panel of Representatives, as well as any dispute concerning the propriety of commencement of the arbitration, shall be finally resolved and settled by arbitration. Unless the Parties agree otherwise, the arbitration shall be conducted by one arbitrator in accordance with the rules and procedures of the American Arbitration Association ("AAA") in effect at the time of the arbitration, except as such rules and procedures are modified herein or by agreement of the Parties. The Parties shall seek to agree upon a sole arbitrator within thirty (30) days after a demand for arbitration. If the Parties do not reach agreement on the sole arbitrator, then AAA shall appoint the sole arbitrator from a panel with expertise in the subject areas relating to the Dispute. Unless otherwise agreed by the parties, the seat of the arbitration shall be Los Angeles, California. and it shall be conducted in the English language, but either Party may submit testimony or documentary evidence in any other language if such Party provides a translation into English of any such evidence. The Parties agree to ask the arbitrator to hold an in-person procedural hearing within sixty (60) days of the demand for arbitration, and to hold a hearing on the merits within twelve (12) months of the demand. Unless the Parties agree otherwise, the hearing on the merits will be set for consecutive days (excluding weekends and holidays) and last for no more than ten (10) days. Unless otherwise agreed by the Parties, at the first in-person procedural hearing, the Parties will request that the arbitrator set a schedule for conducting the proceeding that includes service by the claimant of a memorial together with witness statements, documents, and expert testimony, service by the respondent of a counter memorial together with witness statements, documents, and expert testimony and service of reply and sur-reply memorials as appropriate. Unless otherwise agreed by the Parties at the time of arbitration, the Parties shall not conduct any depositions (other than as necessary to record testimony



of witnesses who cannot be ordered to appear at the hearing), requests for admission, or interrogatories in connection with the arbitration. The Parties further agree that they shall have no right to seek production of documents or any other discovery in the arbitration proceeding from the other party, except that the Parties shall exchange the documents on which they intend to rely with their witness statements. The parties agree that the arbitrator shall be empowered to consider the IBA Rules on the Taking of Evidence in connection with witness and expert testimony in the arbitration. Unless otherwise agreed by the parties, direct testimony at the hearing shall be submitted in the form of written witness statements; testimony of fact witnesses at the hearing shall be limited to cross-examination and rebuttal; and experts shall be encouraged by the Parties and the arbitrator to find areas of agreement. Any arbitration award shall be final and binding on the Parties. The Parties agree to undertake and carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction over the award or having jurisdiction over the relevant Party or its assets.

**15. WASTE.** As used herein, "Waste" means any hazardous, non-hazardous, radioactive, toxic, flammable, explosive, infectious, dangerous, or other waste, substances, or materials existing on any Site or generated by Client or a third party prior to the date on which Services commenced. AECOM assumes no title, ownership of, or legal responsibility or liability for the creation, existence, or presence of any Waste. Where required by the Agreement, AECOM shall assist Client in the proper handling, storage, transportation and/or delivery for disposal of Waste in accordance with all applicable federal, state and local laws and regulations, but AECOM shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility to which Waste will be delivered and the final selection of any disposal facility shall be made by Client. Client shall look solely to the disposal facility or transporter for any damages or liability arising from improper transportation or disposal of the Waste. Client shall provide appropriate disposal identification numbers, select the disposal site(s), and sign all required manifests, disposal contracts and other documentation necessary to allow AECOM to complete the Services in a timely manner. Client agrees to look solely to the disposal facility or transporter for any responsibility or liability arising from or relating to the improper transportation or disposal of the Waste.

**16. DATA RIGHTS.** For purposes of this Agreement, "AECOM Technology" means all designs, graphics, charts, maps, plans, models, templates, prototypes, details, drawings, plans, prints, renderings, samples, transparencies, specifications, reports, manuscripts, analyses, calculations, specifications, processes, procedures, working notes, documents, manuals, photographs, negatives, tapes, discs, databases, Software, hardware, technology, information, data, and other items embodied in any tangible or electronic form or medium, including all intellectual property rights therein: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and/or (d) included within the Work Product, but which are generic, generally applicable to, or standard in AECOM's business. AECOM Technology does not include any information that incorporates or discloses Client's Confidential Information. Client acknowledges and Agrees that AECOM is the author of, and retains all rights, title and interest in AECOM Technology. To the extent any Work Product contains any AECOM Technology, or Client's receipt of the Services requires the use of AECOM Technology, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment pursuant to this Agreement, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Technology solely, and to the limited extent and duration necessary, to achieve the purposes for which the Work Product was developed or Services was provided.

Notwithstanding anything else in this Agreement, the following terms and conditions shall apply to AECOM's provision of, and Client's receipt and use of any AECOM-owned or AECOM-licensed software, including all associated training materials, user manuals, product descriptions and specifications, help files, or "read-me" files, and all upgrades, improvements, and later versions to any of the foregoing, (collectively, the "Software"). "Software" does not include any code explicitly commissioned for new development by AECOM for the sole benefit and use of Client:

- (a) **Licenses Granted to Client.** Subject to AECOM's receipt of payment of the subscription fee for the Software (the "Subscription Fee"), as listed in the applicable order form, (the "Order Form"), AECOM hereby grants to Client a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Software in accordance with the duration, features, options, and services selected on the Order Form. Except for the foregoing limited license, nothing contained in this Agreement shall be construed as conveying any additional right or license in the Software, whether by implication, estoppel, or otherwise.
- (b) **License Exclusions.** Neither Client nor anyone acting on its behalf or pursuant to the instant license, shall or attempt to: reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of the Software; use the Software for the purpose of creating a competing service; interfere with or damage the Software or its operation; or violate any usage limitations set forth in this Agreement or the applicable Order Form.
- (c) **AECOM Property.** Client hereby acknowledges and agrees that all right, title, and interest in and to the Software is and shall remain held solely by AECOM, including all legal, equitable, moral, statutory, regulatory, common law or other intellectual property rights, whether by way of patent, copyright, trademark, service mark, trade name, trade dress, trade

secret, know-how, and any other intellectual property right (whether registered or unregistered) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover damages for current and/or past infringements, (collectively, "Intellectual Property Rights").

- (d) Responsibility for Client Content. To the extent Client uploads or enters into the Software any data, text, images, video, audio, or other content or information (collectively, "Client Content"), Client shall be responsible for ensuring the accuracy, legality, and integrity of such Client Content. Client will not upload or enter into the Software any Client Content that violates any third-party privacy, Intellectual Property Rights, or other rights, or any applicable laws or regulations. CLIENT WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS AECOM FOR ANY ACTUAL OR ALLEGED BREACH OF THIS SUBSECTION.
- (e) Feedback. AECOM welcomes and encourages Client to provide feedback, comments, and suggestions for improvements, fixes, and other changes to the Software (collectively, "Feedback"). Such Feedback may be used by AECOM to improve the Software. Client hereby grants AECOM an exclusive, sublicensable, assignable, irrevocable, world-wide, fully-paid-up, license to all Intellectual Property Rights in the Feedback.
- (f) Maintenance and Security. AECOM will use commercially reasonable efforts to keep the Software materially operational on a generally continuous basis during the term of Client's license. AECOM is not responsible for correcting errors or defects in (or caused by) software or hardware supplied by third parties (including any compatibility issues between any such software or hardware and Client's software / hardware). Client understands and agrees that the Client Content will be hosted in Microsoft Azure cloud storage and all data security shall be subject to the physical, technical, and managerial processes and procedures that are provided by Microsoft with respect to the Azure cloud storage environment, and to the contractual obligations between AECOM and Microsoft with respect to AECOM's use of the Azure cloud storage environment. To the greatest extent permitted by law, Client hereby waives and releases AECOM and Microsoft from any claims, damages, and liabilities arising out of or relating to the storage of the Client Content.

**17. ENTIRE AGREEMENT.** The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AECOM's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the Parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AECOM. AECOM hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AECOM. There shall be no assignment of the rights or obligations contained in this contract by either Party and any such assignment shall be null and void. Either Party may terminate this Agreement by giving the other Party seven (7) days' written notice. The provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of the Agreement, including without limitation any terms relating to compensation, indemnity, limitation of liability, releases from liability, or exclusion of any remedy, shall survive and continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion, or expiration. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AECOM office that issued the applicable proposal for Services to Client is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the applicable proposal submitted by AECOM to Client.



# CITY OF FORT ATKINSON



**Request For Proposal: Koshkonong Estates Investigation**

*July 30, 2024*

July 30, 2024

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

Re: Request For Proposal: Koshkonong Estates Investigation

Dear Andy:

We are excited to submit our proposal for the Koshkonong Estates Investigation project. Ruekert & Mielke, Inc., along with our geotechnical subconsultant CGC. Our team is uniquely qualified to investigate the critical wetland, geotechnical, and floodplain issues that will enable the City to identify the development potential of Koshkonong Estates. Our combined expertise in wetland delineation, geotechnical studies, and floodplain mapping ensures a comprehensive and detailed approach to this investigation.

Most importantly, our assembled team has worked alongside Fort Atkinson staff on various other projects and brings together technical expertise as well as a solid knowledge and understanding of the City.

Andy Burt, P.E., will serve as our project manager and your primary point of contact. Andy has extensive experience with Fort Atkinson projects, making him well-versed in the community's needs and challenges. Theran Stautz, PWS, our Wisconsin DNR assured wetland delineator, excels in identifying wetland boundaries using advanced techniques, ensuring regulatory compliance and clear recommendations. Cory Horton, P.E., our certified floodplain manager, has deep expertise in floodplain analysis and FEMA compliance, guiding accurate floodplain delineation and regulatory submissions. CGC will handle geotechnical studies, including soil investigations and groundwater assessments, providing essential insights for development and infrastructure planning.

We have successfully collaborated with Fort Atkinson on numerous past projects like the 2022-2024 Water Main Relay and Roadway Rehabilitation projects, proving our ability to deliver high-quality results.

We are confident that our expertise, local knowledge, and commitment to effective communication will ensure the success of the Koshkonong Estates Investigation project. Thank you for considering our proposal. We look forward to the opportunity to work with the City of Fort Atkinson once again.

RUEKERT & MIELKE, INC.



Andrew W. Burt, P.E. (WI, IL), LEED Green Assoc,  
ENV SP Senior Project Manager  
[aburt@ruekert-mielke.com](mailto:aburt@ruekert-mielke.com)



## PROJECT TEAM EXPERTISE & QUALIFICATIONS

Our recent project experience with the City showcases our ability to work efficiently at meeting the City's goals. Our team's agility in adapting to new information and our focus on the City's long-term interests makes Ruekert & Mielke, Inc. an ideal partner for this project. This combination of accuracy, foresight, and adaptability ensures a successful completion in alignment with the City's goals for the Koshkonong Estates project.

### Andrew W. Burt, P.E. (WI, IL), LEED Green Assoc, ENV SP | Senior Project Manager



Andy Burt will serve as the Project Manager and point of contact for City staff. He will also serve as the Lead Technical Expert responsible for summarizing and compiling buildability and infrastructure recommendations for the project report. His attention to detail, extensive relevant experience, and project management skills will ensure

that this project is delivered on time, on budget, and done right.

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

### Theran Stautz, PWS | Environmental Scientist



Theran will conduct the evaluation of wetlands and provide recommendations for the buildability of lots based on existing conditions and permitting requirements. Theran is very familiar with working on sites with historic disturbance and providing recommendations that will meet regulatory requirements. He is a Professional Wetland

Scientist and a Wisconsin DNR assured wetland delineator.

### Ryan Portman, PE | Geotechnical Engineer



Ryan will serve as the Geotechnical engineer for the project. He will oversee the geotechnical investigation and will provide recommendations on the groundwater and geotechnical considerations for building and infrastructure construction.

### Cory Horton, PE, CFM, CPESC, Env SP | Floodplain Engineer



Cory will serve as the floodplain engineer for the project. Cory has over 25 years of experience and is a Certified Floodplain Manager. Cory previously was a director of public works and has also served as a Chief Stormwater Engineer for a County with a population over 300,000. This experience will allow him to

evaluate floodplain constraints, to provide recommendations for construction of City infrastructure, and to evaluate buildability of lots (to meet FEMA requirements). Cory will also prepare any necessary Letters of Map Revision (LOMR) for the project.



## APPROACH

### Communication as a part of your team

On our past projects with Fort Atkinson, consistent progress check-ins with the City Engineer have proven to be invaluable. A real sense of “working with you” as opposed to “working for you” emerges during these meetings. We can coordinate services, identify, and address issues as they arise during all phases of the project, maintain efficiency to keep the project on schedule, and introduce cost savings by listening carefully and addressing the concerns of staff during the project.

### Evaluate previous site activities’ impact on wetland permits

While previous wetland delineations and DNR wetland mapping indicate relatively few wetlands on plated lots, significant fill has been placed on these lots which may impact future buildability. The 2005 wetland delineation specifically mentions the placement of fill and that the delineation was based on post-grading conditions. Based on a review of the existing site (soil mapping, aerial imagery, etc.) it appears that wetlands cover many of the buildable lots. We feel that the current data underestimates the actual wetland presence and buildability of lots. For these reasons we will evaluate the actual regulatory requirements for the buildability of lots given the site’s past grading history.

### Evaluate wetland extent before the geotechnical investigation

Soil boring operations are not only expensive but also labor-intensive. Prior to completing the geotechnical analysis for each lot, we suggest initially pinpointing those sites deemed non-buildable due to extensive wetland coverage. Such a strategy will narrow our geotechnical scope, resulting in significant time and financial savings for the City. We anticipate a reduction of over 20 lot borings, culminating in a cost saving upwards of \$8,700.

### Consider cost in floodplain buildability

Koshkonong Estates lies within the mapped Zone AE floodplain. The lots are outside of the mapped floodway. Because the parcels are outside of the floodway, the lots are not prohibited from having structures placed upon them, rather they must meet FEMA standards to be reasonably safe from flooding. From a buildability perspective, cost must be considered to determine if the cost of meeting FEMA standards can be offset by the value of the lots created. For this reason, cost will be a primary factor in the floodplain buildability of lots.

### Accurate construction cost estimates

R/M takes great pride in preparing accurate opinions of probable construction costs. Due to costs being a primary consideration of lot buildability, cost estimation

accuracy is vital. We rely on our historic database of recently bid projects and collaborate with contractors as needed to provide the most accurate cost estimates possible. In 2022, our base construction estimate for Fort Atkinson was within 2.9% of the lowest bidder, and in 2023 it was within 8.5% of the lowest bidder.

### Consider long-term lifecycle costs

The Koshkonong Estates site presents some very unique water and geotechnical challenges. Our recommendations and associated cost estimates will consider the construction methods necessary to create infrastructure that will last given the drainage and soil conditions.

### Bottom Line

Many engineers could provide the City with an investigation, but what separates R/M from the rest is (1) our unmatched real-world wetland, geotechnical, and floodplain experience; (2) our regular communication which includes listening to the client; and (3) our direct experience in working with the City. By holding paramount these things, we will deliver a clear path forward for the Koshkonong Estates project for the City.

## PROJECT SCOPE & SCHEDULE

- Conduct project kick-off meeting with City staff to share existing information, confirm scope, and review our proposed strategy for conducting the investigation.

### 1. Wetland Delineation

**Objective:** Identify and map the existing and historic wetlands on the site.

#### Tasks:

- Conduct a thorough field investigation to map the extent of existing wetlands using state-of-the-art techniques. **We are not proposing to do an assured wetland delineation.** The initial effort on this project will be focused on identifying where wetlands exist. If a future project is proposed that would require highly accurate wetland boundary location and wetland community data, an assured delineation can be focused on those specific areas, saving the City a significant amount of time and money.
- Assess historic wetland boundaries based on aerial photo, soil, and topographic analysis.
- Provide recommendations for parcel suitability, classifying parcels as suitable for development, marginal, or unsuitable due to existing and historic jurisdictional wetlands.
- Ensure compliance with Wisconsin DNR and [ruekertmielke.com](http://ruekertmielke.com)

other regulatory requirements.

**Deliverables:**

- Detailed wetland maps.
- Report outlining wetland boundaries, methodology, and recommendations for parcel development.

## 2. Geotechnical Study

**Objective:** Evaluate soil and groundwater conditions to determine their suitability for development and infrastructure.

**Tasks:**

- Perform soil borings across the site (one per parcel, with additional borings for larger parcels and along existing roads).
- Assess soil stability, bearing capacity, and composition.
- Determine groundwater levels and the extent of the confined aquifer responsible for artesian springs.
- Provide recommendations for foundation depths, basement elevations, and areas unsuitable for development.
- Suggest necessary amendments to existing road infrastructure to ensure long-term sustainability.

**Deliverables:**

- Comprehensive geotechnical report.
- Soil and groundwater analysis data.
- Recommendations for parcel development and infrastructure adjustments.

## 3. Floodplain Mapping

**Objective: Define the existing floodplain** boundaries and assess the potential for development within the floodplain.

**Tasks:**

- Conduct a detailed survey to map the current floodplain boundaries on-site.
- Analyze floodplain data and assess the feasibility of submitting a Letter of Map Revision (LOMR) to FEMA if suitable lands are found.
- Provide recommendations for parcels within the floodplain and options for regulatory submissions.

**Deliverables:**

- Accurate floodplain boundary map.
- Report detailing floodplain analysis, potential development areas, and LOMR feasibility.

## 4. Summary Report and Recommendations

**Objective:** Compile findings from the wetland delineation, geotechnical study, and floodplain

mapping into a comprehensive report.

**Tasks:**

- Integrate data and findings from all three investigation areas.
- Provide clear, actionable recommendations for the development potential of each parcel.
- Identify areas that are suitable, marginal, or unsuitable for residential development.
- Include guidance on necessary infrastructure amendments to support sustainable development.

**Deliverables:**

- Comprehensive summary report.
- Maps and exhibits indicating suitable, marginal, and unsuitable areas for development.
- Recommendations for infrastructure and regulatory compliance.

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

- Evaluation of any contamination within the project limits.
- Archeological or historical investigation.
- Water modeling or fire flow testing.
- Survey
- Public meetings.

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

## SCHEDULE

### **AUGUST 5, 2024**

Approval of contract, notice to proceed, kickoff meeting with City staff.

### **SEPTEMBER 13, 2024**

Completion of wetland delineation.

### **OCTOBER 4, 2024**

Completion of soil borings and geotechnical study.

### **OCTOBER 11, 2024**

Completion of floodplain mapping.

### **OCTOBER 25, 2024**

Final report submission.

### **NOVEMBER 1, 2024**

Submission of final deliverables.

The schedule above is based on assumed contract approval of August 5, 2024. Upon selection, R/M will collaborate with City staff to finalize the schedule, as necessary.

Project Name: Koshkonong Estates Investigation  
 Project Manager: Andy Burt  
 Client: City of Fort Atkinson  
 Project Start Date: 5-Aug-24  
 Project End Date: 1-Nov-24

| Select Billing Rate Table:                   |                                           | ENG7                     | ENG6                   | ENG3       | ENS4                      | ENG73                 | TOTAL TASK HOURS | TOTAL TASK LABOR COST | TASK SUB-CONSULTANT COSTS | TOTAL TASK COST |
|----------------------------------------------|-------------------------------------------|--------------------------|------------------------|------------|---------------------------|-----------------------|------------------|-----------------------|---------------------------|-----------------|
| Employee Initials                            |                                           | CLH                      | AWB                    | BET        | TPS                       | JTK                   |                  |                       |                           |                 |
| Classification                               |                                           | Engineer 7 (Team Leader) | Engineer 6 (Senior PM) | Engineer 3 | Environmental Scientist 4 | Engineer Technician 3 |                  |                       |                           |                 |
| Billing Rate                                 |                                           | \$221.00                 | \$186.00               | \$156.00   | \$154.00                  | \$145.00              |                  |                       |                           |                 |
| Phase 1 - Wetland                            |                                           |                          |                        |            |                           |                       |                  |                       |                           |                 |
|                                              | Task Description                          | Hours                    |                        |            |                           |                       |                  |                       |                           | \$ (3,660)      |
| 1                                            | Define Extent of Site's Existing Wetlands |                          |                        |            | 8                         | 2                     | 10               | \$1,522               | \$0                       | \$1,522         |
| 2                                            | Extent of Site's Historic Wetlands        |                          |                        |            | 8                         | 2                     | 10               | \$1,522               | \$0                       | \$1,522         |
| 3                                            | Development Recommendation for Parcels    |                          |                        |            | 4                         |                       | 4                | \$616                 | \$0                       | \$616           |
|                                              | PHASE LABOR TOTALS                        | 0                        | 0                      | 0          | 20                        | 4                     | 24               | \$3,660               |                           |                 |
|                                              | PHASE REIMBURSABLES (SUB-CONSULTANTS)     |                          |                        |            |                           |                       |                  |                       | \$0                       |                 |
|                                              | PHASE TOTAL                               |                          |                        |            |                           |                       |                  |                       |                           | \$3,660         |
| Phase 2 - Geotechnical                       |                                           |                          |                        |            |                           |                       |                  |                       |                           |                 |
|                                              | Task Description                          | Hours                    |                        |            |                           |                       |                  |                       |                           | \$ (41,865)     |
| 1                                            | Drill Rig Mobilization (2x@\$410)         |                          |                        |            |                           |                       | 0                | \$0                   | \$820                     | \$820           |
| 2                                            | ATV Drill Rig (12 days@\$415)             |                          |                        |            |                           |                       | 0                | \$0                   | \$4,980                   | \$4,980         |
| 3                                            | 20-Foot Lot Borings (59@\$435)            |                          |                        |            |                           |                       | 0                | \$0                   | \$25,665                  | \$25,665        |
| 4                                            | 15-Foot Pavement Borings (25@\$325)       |                          |                        |            |                           |                       | 0                | \$0                   | \$8,125                   | \$8,125         |
| 5                                            | Pavement Patching (25@\$35)               |                          |                        |            |                           |                       | 0                | \$0                   | \$875                     | \$875           |
| 6                                            | Project coordination (4 hours@\$100)      |                          |                        |            |                           |                       | 0                | \$0                   | \$400                     | \$400           |
| 7                                            | Laboratory Testing                        |                          |                        |            |                           |                       | 0                | \$0                   | \$1,000                   | \$1,000         |
|                                              | PHASE SUBTOTAL                            | 0.00                     | 0.00                   | 0.00       | 0.00                      | 0.00                  | 0                | \$0                   |                           |                 |
|                                              | PHASE REIMBURSABLES (SUB-CONSULTANTS)     |                          |                        |            |                           |                       |                  |                       | \$41,865                  |                 |
|                                              | PHASE TOTAL                               |                          |                        |            |                           |                       |                  |                       |                           | \$41,865        |
| Phase 3 - Floodplain                         |                                           |                          |                        |            |                           |                       |                  |                       |                           |                 |
|                                              | Task Description                          | Hours                    |                        |            |                           |                       |                  |                       |                           | \$ (6,384)      |
| 1                                            | Define Existing Floodplain Boundary       | 4                        | 2                      | 4          |                           | 8                     | 18               | \$3,040               | \$0                       | \$3,040         |
| 2                                            | Assess LOMR Potential                     | 8                        | 2                      | 4          |                           | 4                     | 18               | \$3,344               | \$0                       | \$3,344         |
|                                              | PHASE SUBTOTAL                            | 12                       | 4                      | 8          | 0                         | 12                    | 36               | \$6,384               |                           | \$6,384         |
|                                              | PHASE REIMBURSABLES (SUB-CONSULTANTS)     |                          |                        |            |                           |                       |                  |                       | \$0                       |                 |
|                                              | PHASE TOTAL                               |                          |                        |            |                           |                       |                  |                       |                           | \$6,384         |
| Phase 4 - Summary Report and Recommendations |                                           |                          |                        |            |                           |                       |                  |                       |                           |                 |
|                                              | Task Description                          | Hours                    |                        |            |                           |                       |                  |                       |                           | \$ (12,332)     |
| 1                                            | Report Summarizing Investigations         | 4.00                     | 4.00                   | 4.00       | 4.00                      | 2.00                  | 18               | \$3,158               | \$2,500                   | \$5,658         |
| 2                                            | Recommendations for Development Potential | 2.00                     | 4.00                   |            | 4.00                      |                       | 10               | \$1,802               | \$2,500                   | \$4,302         |
| 3                                            | Parcel Evaluations                        | 2.00                     | 4.00                   |            |                           |                       | 6                | \$1,186               | \$0                       | \$1,186         |
| 4                                            | Infrastructure Recommendation             | 2.00                     | 4.00                   |            |                           |                       | 6                | \$1,186               | \$0                       | \$1,186         |
|                                              | PHASE SUBTOTAL                            | 10.00                    | 16.00                  | 4.00       | 8.00                      | 2.00                  | 40               | \$7,332               |                           | \$12,332        |
|                                              | PHASE REIMBURSABLES (SUB-CONSULTANTS)     |                          |                        |            |                           |                       |                  |                       | \$5,000                   |                 |
|                                              | PHASE TOTAL                               |                          |                        |            |                           |                       |                  |                       |                           | \$12,332        |
| ESTIMATED PROJECT TOTALS                     |                                           | 22.00                    | 20.00                  | 12.00      | 28.00                     | 18.00                 | 100.00           |                       |                           | \$ 64,241       |

- 1) We anticipate that we will be able to eliminate roughly 20-lots from requiring soil borings. This will reduce the project cost by over \$8,700.  
 2) If Letters of Map Revision (LOMR) are needed, the effort will depend on the number of lots and if previously placed fill needs removal. We anticipate LOMR to cost \$2,500-\$3,000 per lot.

## RECENT RELATED PROJECT EXAMPLES

### City of Fort Atkinson, WI – 2022 Water Main Relay and Roadway Rehabilitation

The City of Fort Atkinson was awarded a CDBG-CLOSE grant to replace approximately 5,900 linear feet of failing water main. The roadway pavement in these areas was also in poor condition. Ruekert & Mielke, Inc. (R/M) was selected to provide professional engineering services including topographic survey; design of water main and appurtenances; roadway evaluation, alternatives development, and design. In a subsequent contract, R/M provided construction phase services including construction observation and administration. Our ability to think outside the box, listen to the client, adapt to changing conditions, and be responsive resulted in a successful project. Cost-related statistics include the following:

- Engineering Design Fee: \$80,267 (\$50,830 base fee plus \$29,437 in Add Services)
- Estimated Construction Cost: \$2,611,382.75
- Actual Construction Bid Price: \$2,687,112.80

Core team members were Andy Burt, Brian Toczyski, and Justin Klieve.

### City of Fort Atkinson, WI – 2023 Water Main Relay and Roadway Rehabilitation

R/M continued to work closely with the City of Fort Atkinson on this project to replace approximately 4,540 linear feet of failing water main and rehabilitate the poor roadway pavement. Our team provided professional engineering services including a topographic survey; design of water main and appurtenances; and roadway evaluation, alternatives development, and design. In a subsequent contract, R/M provided construction administration and periodic construction oversight. Our attention to detail, ability to pivot quickly with new information, and responsive during construction has resulted in another successful project that will be completed spring 2024. Cost-related statistics include the following:

- Engineering Design Fee: \$70,157 (\$44,419 base fee plus \$24,738 in Add Services)
- Estimated Construction Cost: \$2,811,454.25
- Actual Construction Bid Price: \$2,590,998.00

Core team members were Andy Burt, Brian Toczyski, and Justin Klieve.

### City of Fort Atkinson, WI – Wastewater Treatment Plant Assured Wetland Delineation

In 2023, R/M conducted an assured wetland delineation for the wastewater treatment plant property. A 42-acre portion of the property was investigated and 25.6 acres of wetland was delineated.

Core team member was Theran Stautz.