



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, OCTOBER 15, 2024 – 7:00 PM
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/86483953124?pwd=Nd8wSXu2lT3DtD9oWOTwibQWQgIO0w.1>

Meeting ID: 864 8395 3124
Passcode: 53538

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

AGENDA

- 1. Call meeting to order**
- 2. Roll call**
- 3. Public Hearings**
- 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 October 1, 2024 City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - b. Review and possible action relating to the **minutes of the October 8, 2024 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)

- c. Review and possible action relating to **building, plumbing, and electrical permit report for September 2024** (Draeger, Building Inspector/Zoning Administrator)
- d. Review and possible action relating to the City Clerk-issued **License and Permit Report for September 2024** (Ebbert, Clerk/Treasurer/Finance Director)
- e. Review and possible action relating to **City Sewer, Water, and Stormwater Utility Financial Statements** as of September 30, 2024 (Ebbert, Clerk/Treasurer/Finance Director)
- f. Review and possible action on a **Special Event: Magic on Janesville Avenue, Friday, December 6, 2024, 4:00- 6:30 pm** (Ebbert, Clerk/Treasurer/Finance Director)
- g. Review and possible action on a **Special Event: Fort Polar Path - Fort Atkinson Animated Holiday Light Display, November 1, 2024 - January 11, 2025** (Ebbert, Clerk/Treasurer/Finance Director)

6. Petitions, Requests, and Communications

7. Resolutions and Ordinances

- a. Second and possible Third/Final reading of an **Ordinance annexing the territory addressed 1222 Van Buren Street** (to be addressed 113 Wilson Avenue) to the City of Fort Atkinson (Draeger, Building/Zoning Administrator)

8. Reports of Officers, Boards, and Committees

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

9. Unfinished Business

10. New Business

- a. Review and possible action relating to a contract with Aqualis for storm water and sanitary sewer inspection services (Selle, Director of Public Works)
- b. Review and possible action relating to the purchase of luxury vinyl plank flooring for the library at a cost not to exceed \$9,179 from Adair Commercial Flooring from the 2024 CIP (Lippert, Library Director)

11. Miscellaneous

12. Claims, Appropriations and Contract Payments

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

13. Adjournment

Date Posted: October 11, 2024

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

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**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, OCTOBER 1, 2024 – 7:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

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

2. Roll call

Present: Cm. Becker, Cm. Jaeckel, Cm. Johnson, Cm. Schultz and President Lescohier. Also present: City Manager, City Attorney, City Clerk/Treasurer, Director of Public Works, Public Works Superintendent, Building Inspector, Museum Director, Park & Recreation Director, Fire Chief and Public Works Supervisor.

3. Public Hearings

None.

4. Public Comment

None.

5. Consent Agenda

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

- a. *Review and possible action relating to the **minutes of the September 11, 2024 Parks and Recreation Advisory Board meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- b. *Review and possible action relating to the **minutes of the September 17, 2024 City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- c. *Review and possible action relating to the **minutes of the September 18, 2024 Sex Offender Residence Board meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- d. *Review and possible action relating to the **minutes of the September 24, 2024 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- e. *Review and possible action relating to a **Temporary Retailer's License** for Rotary Club of Fort Atkinson Wine Walk, on October 11, 2024.*

6. Petitions, Requests, and Communications

None.

7. Resolutions and Ordinances

- a. *First reading of an **Ordinance annexing the territory addressed 1222 Van Buren Street** (to be addressed 113 Wilson Avenue) to the City of Fort Atkinson (Draeger, Building/Zoning Administrator)*

Inspector Draeger reviewed the submission from applicants John and Jane Anderson to annex property located at 1222 Van Buren Street due to a failed septic system. The applicants purchased the subject property located in the Town of Koshkonong in April 2023 and are petitioning to Annex the territory into the City. Due to the failed sewer and water, the property must be annexed by Ordinance when public utilities are available. Public Utilities are in place on Wilson Ave. Upon connection to the public utilities, the existing well will be abandoned. The property will be addressed 113 Wilson Avenue when annexed to the City. When a parcel is annexed by unanimous consent by the property owner, state statutes (66.0217(2)) require that the municipality to which the property is being annexed pay the government from which it is being detached a lump sum representing the lost taxes for the next five years. For this annexation, the City is required to pay the Town of Koshkonong a lump sum of \$2,715.95, representing five years of the Town's portion of the tax bill. Staff proposes to use funds from the Economic Development expenses account (01-56-5644-0600) for this payment. In 2024, \$5,000 was budgeted in this account, and that amount may be exceeded. It is difficult to predict expenses associated with annexation due to the unknown number of annexations annually as well as the unknown value of each parcel that may annex. The Fort Atkinson Plan Commission met on September 24, 2024, recommended the City Council approve the Preliminary CSM combining parcels depicted on the attached Preliminary CSM (later on the agenda), and recommended the City Council perform three readings and adopt the ordinance annexing the territory as depicted on the attached Preliminary Plat and Legal Description with a zoning classification of SR-7

Cm. Schultz moved, seconded by Cm. Johnson to approve the first reading of the Ordinance and direct the City Manager to prepare the ordinance for a second and possible third/final reading at the meeting on October 15, 2024. Motion carried 5-0.

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 **Change Order #3** for the Public Works and Parks Operations facility (Williamson, Public Works Superintendent)*

Superintendent Williamson discussed that at the January 4, 2024, regular meeting of the City Council, Gilbank Construction was awarded the contract for construction services to build the new Public Works and Parks Operations Facility. At that meeting, City Council provided for a 5% contingency in the amount of \$577,200. This request continues the process, known as Change Orders, to adjust the contract amount (both increase and decrease) that may affect this contingency. Change Order #3, documents ten (10) items added, changed, or altered to improve the original intended design. The various items associated with proposed change order #3 are the result of items missed during the design phase and requested items staff felt were needed to improve the facilities' performance, and to better suit the City's needs as the Public Works and Parks Operations Facility grows with the community into the future. The total request associated with this Change Order #3 is \$61,671.00.

Cm. Becker moved, seconded by Cm. Johnson to approve the Changer Order #3 for the Public Works and Parks Operations Facility construction contract at a cost not to exceed \$61,671. Motion carried 5-0.

- b. *Review and possible action relating to a **Certified Survey Map** for the property located at 1200 Whitewater Avenue (Draeger, Building and Zoning Administrator)*

Inspector Draeger presented the CSM that was reviewed by the Plan Commission and recommended for approval. The CSM represents the property owner's request to remove the western 14,691 square feet of parcel 226-0514-1023-037 ("east parcel") and to attach it to parcel 226-0514-1023-031 ("west parcel"). There is currently a building on the east side of the east parcel, and the applicants and owner believe a larger undeveloped west parcel will be attractive for higher density residential development. Staff does not anticipate an immediate financial impact. However, this land division creates a larger parcel with the UMU zoning district that could accommodate multi-family or commercial development, which would add value to the tax base and positively impact the community.

Cm. Johnson moved, seconded by Cm. Jaeckel to approve the Certified Survey Map for the property located at 1200 Whitewater Avenue. Motion carried 5-0.

- c. *Review and possible action relating to a **Certified Survey Map** for the property located at **1222 Van Buren Street** (to be addressed 113 Wilson Avenue) (Draeger, Building and Zoning Administrator)*

Inspector Draeger reviewed the CSM recommended for approval by Plan Commission on September 24th by applicants John and Jane Anderson who purchased the subject property located in the Town of Koshkonong in April 2023 and are Petitioning to Annex the territory into the City. The applicants have requested to hook up to city sewer and

water due to a failed septic system and by Ordinance must annex the property into the city when public utilities are available. Draeger added this is a unique situation as the parcels must be combined to allow for annexation and the approval of the CSM may not occur without the annexation. This conundrum is the reason for these two approvals being combined as part of this Petition to Annex. The new parcel created by the CSM meets most of the bulk regulations for the SR-7 Zoning. A Zoning Amendment will not be necessary as the parcel being used as access to Wilson Ave is currently Zoned SR-7 Single Family.

Cm. Schultz moved, seconded by Cm. Becker to approve the Preliminary CSM, combining parcels depicted on the attached Preliminary CSM, subject to the annexation of the property located at 1222 Van Buren Street (to be addressed 113 Wilson Avenue). Motion carried 5-0.

- d. *Review and possible action relating to the **elevator repair project at the Hoard Historical Museum** with Schumacher Elevator Company at a cost not to exceed \$93,876 in 2025 with a down payment of \$25,000 in 2024 (Lee, Museum Director)*

Director Lee discussed the Hoard Historical Museum's public areas that are comprised of three floors, all of which are accessible via the elevator. The elevator is slated for significant mechanical replacement in 2025. Schumacher Elevator Company, the company performing the repairs, has submitted the attached proposal to make these substantial repairs in 2025. The project was included in the 2025-2029 CIP approved by the City Council along with the 2024 Budget in November 2023. Likewise, this project will be included in the 2025 CIP when it is presented to the City Council on October 9, 2024. However, in order to be placed on the schedule in 2025, Schumacher Elevator Company has requested a down payment of \$25,000 for the project be remitted in 2024. The total cost of the project is \$93,876 per the attached proposal. The repairs are necessary because the elevator's internal components, aside from the elevator car, are obsolete, and replacement parts cannot be found. At any given time, the elevator could stop working, and the Museum would be without an elevator until Schumacher could perform these proposed repairs. The elevator already includes Schumacher's propriety equipment, so proposals from other firms were not sought. All museum CIP budget expenditures are funded from the City's Museum trust fund. The initial \$25,000 would be paid for by the City's general fund, which would later be reimbursed later from the City's Museum trust fund. The total project cost of \$93,876 will be paid for through the City's Museum Trust. The balance in the City's Museum Trust is currently \$793,727.

Cm. Jaeckel moved, seconded by Cm. Johnson to approve the proposal from Schumacher Elevator Company for repairs in 2025 for \$93,876 with a down payment of \$25,000 in 2024 to be paid for through the general fund and reimbursed through the City's Museum Trust. Motion carried 5-0.

- e. *Review and possible action on a **storm sewer lining contract for Roosevelt Street with Visu-Sewer** at a cost not to exceed \$32,436. (Selle, Director of Public Works/City Engineer)*
Director Selle stated that aging storm and sanitary sewer within the City can either be dug

up and replaced or lined in place using a structural plastic liner. A 320' section of storm sewer in Roosevelt Street just south of Madison Avenue is in need of repair. This section of storm sewer is broken, and there is a sinkhole forming around the manhole in the street. Staff attempted to fix the hole in the pipe two years ago, but it was just a temporary solution. In order to proceed with a more permanent solution and avoid the danger of a sinkhole and additional damage to the road and infrastructure in the right-of-way, staff sought proposals from three firms to perform this storm sewer lining work. Three companies provided proposals after several months of follow-up calls, due to the small size of the project. The proposals included a significant spread in estimated costs at \$32K, \$51K, and \$125K. The lowest bid was from Visu Sewer, which has completed similar work in the City in the past, at \$32,436.

Cm. Becker moved, seconded by Cm. Jaeckel to approve a contract with Visu-Sewer in the amount of \$32,436 for the sewer lining services on Roosevelt Street. Motion carried 5-0.

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)*

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

12. Miscellaneous

- a. *The City Council may consider a motion to convene in closed session pursuant to State Stat. Section 19.85(1)(e) to conduct other specified business where competitive or bargaining reasons require a closed session (FAPPA Union Memorandum of Understanding) (Houseman, City Manager)*

Cm. Becker moved, seconded by Cm. Johnson to convene into closed session pursuant to State Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session ie negotiating the purchasing of public properties and FAPPA Union Memorandum of Understanding. Motion carried 5-0.

Cm. Jaeckel moved, seconded by Cm. Becker to reconvene into open session. Motion carried 5-0.

Cm. Becker moved, seconded by Cm. Jaeckel to approve the Memorandum of Understanding between the City of Fort Atkinson and the Fort Atkinson Professional Police Association. Motion carried 5-0.

- b. *The City Council will remain 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)*

- c. *Review and possible action relating to a **Memorandum of Understanding** between the City of Fort Atkinson and the Fort Atkinson Professional Police Association (Houseman, City Manager)*

13. Adjournment

Cm. Jaeckel moved, seconded by Cm. Becker to adjourn. Meeting adjourned at 8:20 pm.

Respectfully submitted,

Michelle Ebbert

City Clerk/Treasurer/Finance Director



**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, OCTOBER 8, 2024 – 4:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

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

2. Roll call

Present: Commissioners Highfield, Kessenich, Council Representative Schultz, City Engineer Selle and Chairperson City Manager Houseman. Also present: City Attorney and City Clerk/Treasurer. Commissioner Shull arrived at 4:10 pm.

3. New Business

*a. Review and possible action relating to the **minutes of the September 24, 2024 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*

Highfield moved, seconded by Schultz to approve the minutes of the September 24, 2024 Plan Commission meeting. Motion carried.

*b. Review and possible action relating to a **Site Plan Review** for signage at A1 Creative Packaging, 600 Rockwell Ave. (SPR-2024-07) (Draeger)*

Engineer Selle reviewed the submission from A-1 Creative Packaging. A-1 Creative Packaging is a full-service contract packaging and assembly company. The business has recently opened at the existing site located on Rockwell Ave across from Nasco near the corner of Rockwell and Janesville Ave. A-1 is proposing to install two new building signs and some minor directional signage for their business. The proposed changes include the following: Western and Southern Facade - The proposed new building signs are minor in scale compared to the overall facade length. Both proposed signs do not project from the building and are planning to use the existing sign lighting. The signs are planned to be 12 square feet each. Southeast and Southwest corners of building - A-1 is proposing to add two 24"x18" directional signs, one on each of the loading areas that face Rockwell Ave. The proposed wall signs and directional signs meet the requirements of the City's ordinances. The City's Management Team has reviewed the application and all comments have been included within this document.

Schultz moved, seconded by Highfield to approve the requested wall signs and the requested directional signs as proposed for A-1 Creative Packaging. Motion carried.

c. *Review and possible action relating to a **Site Plan Review** for signage at Casys General Store, 342 Whitewater Ave. (SPR-2024-06) (Draeger)*

Engineer Selle presented the request from Casey's Gas Station, which is located at the triangle-shaped intersection of S. Main Street, Whitewater Avenue, and S. 4th Street. The company has rebranded and is proposing to remove and replace the sign face on all of their exterior signs. The proposed signs will be a replacement of the sign face located in approximately the same location as the existing signs and include no structural changes to each sign. Proposed changes include the following:

- Northern and Eastern Façade: two proposed wall signs are planned to replace the existing internally illuminated wall signs in the same location on the building at an approximate size of 15 square feet (northern façade) and 13 square feet (western façade).

- Gas Station Canopy Structure: the three proposed canopy signs are planned to replace the existing signs in approximately the same location on the canopy at an approximate size of 23 square feet each.

- Pylon Sign: the proposed pylon sign face is planned to replace the existing internally illuminated sign face in approximately the same location on the base structure at an approximate size of 42 square feet. The fuel price sign faces are also proposed to be Page 12 of 30 replaced in the same location as they are today at a total of 7 square feet (3.5 sf each).

Kessenich moved, seconded by Schultz to approve the Sign Package for Casey's General Store subject to the following conditions:

- Allow the Fueling Station Canopy Sign faces to be replaced within the same mounts and structural elements that exist today at 23 sf each. If the structural elements and mounts supporting these signs are changed in the future, each sign shall be reduced in size to meet the maximum size requirements of the ordinance (4 sf each).

- Reduce the height of the Pylon Sign structure to be 18 feet or less through the removal of the chicken-shaped structure or reduction in that structure's proposed size to meet the maximum permitted height.

Motion carried with noted conditions.

4. Adjournment

Highfield moved, seconded by Schultz to adjourn. Meeting adjourned at 4:17 pm.

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



Permit Report

09/01/2024 - 09/30/2024

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

9/17/2024	24604	611 E Sherman Ave	Fort HealthCare, Inc - James Nelson	Add/Alter Commercial	Demolish existing sprinkler systems in Garden, 1-3, and penthouse as required for new work. Install new wet sprinkler system(s) for garden level - penthouse and manula wet standpipe system. Piping to be supplied by existing fire pump located at the south end of the building.	489,771	\$135.00
							\$135.00

Group Total: 1

Group: Deck

9/30/2024	24624	1010 Elsie St	Greg Pibal	Deck	Repairing posts and footings for existing deck	2,000	\$35.00
							\$35.00

Group Total: 1

Group: detached garage

9/9/2024	24594	320 Clarence St	Robert Cassiday	detached garage	removal and build new 16x24 detached garage. removal of	35,200	\$206.00
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					existing concrect slab/drive and repour		
9/9/2024	24590	714 W Sherman Ave	Nathan Fuller	detached garage	Raze existing 12 x 17 garage and build new 24 x24 2 car	30,000	\$304.00
							\$510.00

Group Total: 2

Group: Electrical

9/30/2024	24623	641 Monroe St	LENORE GEORGE	Electrical	PARTIAL REWIRE OF HOUSE	15,000	\$83.75
9/26/2024	24616	647 Short St	James Garthwait	Electrical	Kitchen and dining room remodel	1,574	\$58.25
9/24/2024	24612	1600 commonwealt h whole building	JENNIFER DOTZLER/WESTWIN D CONDOS	Electrical	(60063902) REMOVE AND REINSTALL EXISTING SERVICE - 8 FAMILY	1,850	\$90.00
9/10/2024	24595	213 E Sherman Ave	John Ciccarelli	Electrical	Kitchen renovation (complete electrical replacement)	2,000	\$75.00
9/9/2024	24592	1501 Stacy Ln	Paul Johnson	Electrical	Rooftop Solar PV	18,530	\$70.00
9/6/2024	24588	815 McCoy Park Rd	Sheila Engfer	Electrical	11 module flush roof mount PV solar install	3,600	\$70.00
9/4/2024	24586	1608 Commonwealth Dr	DENNIS MILLER	Electrical	REPAIR - 8 FAMILY SERVICE WORK - REMOVE AND REINSTALL EXISTING SERVICE	1,850	\$90.00
9/3/2024	24584	1040 Whitewater Ave		Electrical	Repairs to existing wiring	0	\$35.00
							\$572.00

Group Total: 8

Group: HVAC

9/24/2024	24614	411 W Rockwell Ave	RJP Properties	HVAC	Boiler Installation	15,065	\$170.00
9/23/2024	24610	1442 - 1446 Lakeview Dr	JOE	HVAC	2 FURNACE 2 CENTRAL AIR CONDITIONERS	0	\$575.00
							\$745.00

Group Total: 2

Group: Plumbing

9/30/2024	24622	1103 Arndt Ct	Robert Siemann	Plumbing	Adding laundry to an upstairs bedroom, Ready Electric for wiring.	2,500	\$41.00
9/29/2024	24619	108 Roosevelt St	Hugh Wakefield	Plumbing	1st floor tub to pan replacement, same size and location	820	\$47.00
9/19/2024	24606	16 E Hilltop Tr	Niesen, Scott	Plumbing	bathtub and surround being replaced with walkin shower and surround, including mixing valve and trap	9,934	\$47.00
9/19/2024	24605	1604 Jamesway	Granger, Jeff	Plumbing	bathtub and surround being replaced with walkin shower and surround, including mixing valve and trap	11,000	\$47.00
9/17/2024	24603	1105 N Main St	Evergreen Cemetary Association	Plumbing	New 2" water service/ manhole no further work past water meter	0	\$110.00
9/9/2024	24591	1705 Montclair Pl	Todd Weilman	Plumbing	new house Plumbing	0	\$287.00
9/4/2024	24585	1627 Stacy Ln	Joe & Liz Vasquez	Plumbing	Bath Remodel	12,000	\$59.00
							\$638.00

Group Total: 7

Group: Right of Way Opening Permit

9/30/2024	24621	1045 - 1055 East St.	Wendy Fletcher	Right of Way Opening Permit	Approach and Sidewalk on south of property	0	\$50.00
9/30/2024	24620	414 Maple St	Craig Ficenec	Right of Way Opening Permit	City Sidewalk along 5th and Maple	0	\$50.00
9/24/2024	24613	309 BLUFF ST		Right of Way Opening Permit	GAS METER IN TO OUT	0	\$50.00
9/23/2024	24609	421 OAK RIDGE CT	MARRILYN PURTELL	Right of Way Opening Permit	CONCRETE DRIVEWAY REPLACEMENT	0	\$50.00
9/17/2024	24602	309 BLUFF ST		Right of Way Opening Permit	INSTALL PRIMARY FOR REWIRE	0	\$50.00
9/17/2024	24601	309 BLUFF ST		Right of Way Opening Permit	SERVICE DEMO FOR BUILDING ADDITION	0	\$50.00
9/13/2024	24600	441 MECHANIC ST	MARLENE SOBOLIK	Right of Way Opening Permit	DRIVEWAY APPROACH AND SIDEWALK	4,370	\$50.00
9/12/2024	24599	709 S. Main Street	Polly Jones	Right of Way Opening Permit	City Sidewalk and Apron	0	\$50.00
9/12/2024	24598	300 MADISON AVE		Right of Way Opening Permit	REWIRE OH	0	\$50.00
9/6/2024	24589	604 N MAIN ST		Right of Way Opening Permit	WR 5020312 NEW GAS SERVICE	0	\$50.00
							\$500.00

Group Total: 10

Group: Single Family Alteration/Addition

9/27/2024	24618	647 Short St	James	Single Family Alteration/Addition	Kitchen remodel, new cabinets	15,000	\$45.00
9/26/2024	24617	320 Robert St	Tim and Megan Brand	Single Family Alteration/Addition	12 foot by 13 foot single story addition to south side of house for office	75,460	\$149.00
9/25/2024	24615	405 Lucile St	Logan Dahnert	Single Family Alteration/Addition	Replacing flat roof on porch with new scissor trusses.	2,500	\$60.00
9/20/2024	24607	1301 Whitewater Ave	Joshua Hargan	Single Family Alteration/Addition	remove unheated 2 story porch ,	150,000	\$460.00

					336 SF total and build new 2 story addition over crawl space- 900 SF total, Add 1 first floor bath in existing area		
9/11/2024	24597	80 Rankin St.	Susan Ratcliff Folk	Single Family Alteration/Addition	Solar Canopy	10,000	\$264.50
9/11/2024	24596	1501 Stacy Ln	Paul Johnson	Single Family Alteration/Addition	Rooftop Solar PV	18,530	\$220.00
9/6/2024	24587	815 McCoy Park Rd	Sheila Engfer	Single Family Alteration/Addition	11 panel rooftop solar install	12,500	\$160.00
							\$1,358.50

Group Total: 7

Group: Temporary Ramp

9/23/2024	24608	510 Jackson St	LARRY HOFFMAN	Temporary Ramp	Adding a temporary wheelchair ramp. YEARLY RENEWAL	738	\$60.00
							\$60.00

Group Total: 1

Group: Windows/Doors

9/9/2024	24593	216 Roosevelt St	Mary Rinden	Windows/Doors	Egress Window install	7,250	\$64.00
							\$64.00

Group Total: 1

							\$4,617.50
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Total Records: 40

10/4/2024



Jedidiah Draeger
Building Inspector/Zoning Administrator



MEMORANDUM

DATE: October 15, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action relating to the City Clerk-issued License and Permit Report for September 2024 (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

The following is a list of the Licenses and Permits issued by the City Clerk for the period of September 19, 2024 through October 15, 2024 per the City of Fort Atkinson Municipal Code of Ordinances.

DISCUSSION

BEEKEEPING

None

OPERATOR

Licensing Period – July 1, 2024 – June 30, 2026

Applicant		Place of Employment	Recommended Approval by Fort Atkinson Police Department	Cost
Darrell	Peters	Fat Boyz	Y	\$30
Joshua	Thouy	Fat Boyz	Y	\$30
Rebecca	Fields	Fat Boyz	Y	\$30
Elizabeth	Bashor	Country Inn & Suites	Y	\$30
Gabriella	Alvarado	Brocks	Y	\$30
Christina	Parish	Shell gas	Y	\$30
Kenzie	Leith	Proof	Y	\$30
Daniel	Mckinney	KP Mart	Y	\$15
Sara	Statchel-Wagner	American Legion	Y	\$30
Anna	Larson	Mr Brews	Y	\$40
Alex	Schlafer	Walgreens	Y	\$30
Matthew	Bills	Kwik Trip	Y	\$15
Thomas	Hunn II	Bienfang's	Y	\$30

Neva	Stephan	Bridge	Y	\$30
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MOBILE MERCHANT

None

DOOR-TO-DOOR RESIDENTIAL / DIRECT SELLER

None

FINANCIAL ANALYSIS

In accordance with the City's Ordinances and Fee Schedule, a total of \$400 was collected for Operator's licenses.

RECOMMENDATION

These licenses have been issued by the City Clerk's Office in accordance with the City's Ordinances. No further action by the City Council is necessary.

ATTACHMENTS

None



MEMORANDUM

DATE: October 15, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Magic on Janesville Avenue, Friday, December 6, 2024, 4:00- 6:30 pm (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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

DISCUSSION

Fort Beautification Council

Event: Fort Atkinson Animated Holiday Light Display – Magic on Janesville Avenue

Dates and Hours of Event: Friday, December 6, 2024 4:00 pm – 6:30 pm

Locations: Janesville Ave Bike Path in front of Jones Dairy Farm heading north to Rotary Depot Pavilion

Contact Person: Mariah Hadler

Estimated Number of Attendees: 300-800

The application and event information was routed to all City Departments without concerns and the following comments:

The Police Department will assign two crossing guards based on feedback from last year's event.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Special Event: Magic on Janesville Avenue, Friday, December 6, 2024, 4:00- 6:30 pm at the Bike Path in front of Jones Dairy Farm.

ATTACHMENTS

1. 2024 City of Fort Special Event Application - Magic On Janesville Avenue
2. 2023 Beautification Council Insurance Policy



CITY OF FORT ATKINSON
Special Event Application
Fee: \$25.00

Name of Business/Group Organizing Event:		
Contact Person for Event:		
Phone Number:	Email:	
Day of Event Contact Person (if different from above):	Phone:	Email:
Special Event Details		
Event Name:		
Event Date (mm/dd/yyyy):		
Event Location:		
Estimated Number of Attendees:	Hours of Event:	
Event Setup Time:	Event Tear Down Time:	
Event Description:		
Goal/Purpose of Event:		
Attach a map of the event including:	Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians <i>* If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking</i>	
Check all applicable boxes:		
☐ I am renting a city park	Attach copy of paid park rental from Parks & Recreation Department. Equipment rentals are reservable through the Parks & Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park & Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.	
☐ I am renting city equipment	Please secure and submit payment for requested equipment prior to submitting Special Event Application. *Attach a map with a location for drop off of equipment with this application. 8' white plastic table (43 available; \$4.50/each) Qty ____ Metal folding chair (190 available; \$0.75/each) Qty ____ Additional Picnic Table (\$15/each; includes delivery & pick up)* Qty ____ Additional Garbage/Recycling Can* Qty ____ Barricades* Qty ____ Traffic Cones* Qty ____	
☐ Electrical Access	The City Electrician may reach out to you to address any needs/concerns. Please specify if you have any requests or requirements beyond current access:	

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



PO Box 819
Appleton, WI 54912-0819
(920) 739-3161

SECURA Insurance Company
COMMERCIAL PROTECTION POLICY
Common Policy
GENERAL CHANGE ENDORSEMENT

POLICY NO.20-CP-003375415-0 END: 001

ACCOUNT NUMBER: 5008366

NAMED INSURED AND MAILING ADDRESS

FORT ATKINSON BEAUTIFICATION COUNCIL INC
704 N MAIN ST
FORT ATKINSON, WI 53538

AGENCY AND MAILING ADDRESS 484447

DAY & JOHNSON LLC
904 MADISON AVE
FORT ATKINSON, WI 53538

(920) 563-5872

POLICY PERIOD: FROM 10/13/2022 TO 10/13/2023 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Effective 08/25/2023 this policy is amended as shown.

Adding additional interest Frostie Freeze Fort LLC

Adding inland marine as shown

This is not a bill - Invoice to follow.

ANNUALIZED EFFECT OF ENDORSEMENT	\$	638
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ADDITIONAL COMMERCIAL PROPERTY PREMIUM	\$	Not Covered
ADDITIONAL COMMERCIAL GENERAL LIABILITY PREMIUM	\$	7.00
ADDITIONAL CRIME AND FIDELITY PREMIUM	\$	Not Covered
ADDITIONAL COMMERCIAL INLAND MARINE PREMIUM	\$	84.00
ADDITIONAL EMPLOYMENT PRACTICES LIABILITY PREMIUM	\$	Not Covered
ADDITIONAL CYBER SECURITY PREMIUM	\$	0
TOTAL ADDITIONAL TRANSACTION PREMIUM	\$	91.00

ADDITIONAL TRANSACTION TOTAL	\$	91.00
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SECURA Insurance Company
COMMERCIAL PROTECTION POLICY
Common Policy
GENERAL CHANGE ENDORSEMENT

POLICY NO. 20-CP-003375415-0 **END:** 001
INSURED: FORT ATKINSON BEAUTIFICATION
COUNCIL INC

EFFECTIVE DATE: 10/13/2022
AGENCY: DAY & JOHNSON LLC

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



PO Box 819
Appleton, WI 54912-0819
(920) 739-3161

SECURA Insurance Company
COMMERCIAL PROTECTION POLICY
Commercial General Liability Coverage Part
GENERAL CHANGE ENDORSEMENT

POLICY NO.20-CP-003375415-0 END: 001

ACCOUNT NUMBER: 5008366

NAMED INSURED AND MAILING ADDRESS

FORT ATKINSON BEAUTIFICATION COUNCIL INC
704 N MAIN ST
FORT ATKINSON, WI 53538

AGENCY AND MAILING ADDRESS

484447

DAY & JOHNSON LLC
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(920) 563-5872

POLICY PERIOD: FROM 10/13/2022 TO 10/13/2023 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

ANNUALIZED EFFECT OF ENDORSEMENT	\$	50
TERRORISM COVERAGE IS ACCEPTED	ANNUAL CHARGE IS \$	1
ADDITIONAL COMMERCIAL GENERAL LIABILITY ADVANCE PREMIUM	\$	7
ADDITIONAL COMMERCIAL GENERAL LIABILITY ADVANCE TOTAL	\$	7.00

POLICY OPTIONAL COVERAGES		
COVERAGE	LIMIT	FORM
Additional Insured - Designated Person Or Organization	View Form	CG2026

SECURA Insurance Company
COMMERCIAL PROTECTION POLICY
Commercial General Liability Coverage Part
GENERAL CHANGE ENDORSEMENT

POLICY NO. 20-CP-003375415-0 **END:** 001
INSURED: FORT ATKINSON BEAUTIFICATION
COUNCIL INC

EFFECTIVE DATE: 10/13/2022
AGENCY: DAY & JOHNSON LLC

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

SECURA Insurance Company
COMMERCIAL PROTECTION POLICY
Commercial Inland Marine Coverage Part
GENERAL CHANGE ENDORSEMENT**POLICY NO. 20-CP-003375415-0 END: 001****ACCOUNT NUMBER: 5008366****NAMED INSURED AND MAILING ADDRESS**FORT ATKINSON BEAUTIFICATION COUNCIL INC
704 N MAIN ST
FORT ATKINSON, WI 53538**AGENCY AND MAILING ADDRESS****484447**DAY & JOHNSON LLC
904 MADISON AVE
FORT ATKINSON, WI 53538

(920) 563-5872**POLICY PERIOD:** FROM 10/13/2022 TO 10/13/2023 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.ANNUALIZED EFFECT OF ENDORSEMENT \$ **588**TERRORISM COVERAGE IS **ACCEPTED** ANNUAL CHARGE IS \$ **12**ADDITIONAL COMMERCIAL INLAND MARINE PREMIUM \$ **84**ADDITIONAL COMMERCIAL INLAND MARINE TOTAL \$ **84.00****SCHEDULED PROPERTY**

COVERAGE	LIMIT	FORM
Schedule of Coverages - Scheduled Property Floater	View Form	IM7506

TOTAL SCHEDULED PROPERTY FLOATER PREMIUM \$ **77.00****THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY**



PO Box 819
Appleton, WI 54912-0819
(920) 739-3161

SECURA Insurance Company
COMMERCIAL PROTECTION POLICY
FORM SCHEDULE

POLICY NO. 20-CP-003375415-0 END: 001

ACCOUNT NUMBER: 5008366

NAMED INSURED AND MAILING ADDRESS

FORT ATKINSON BEAUTIFICATION COUNCIL INC
704 N MAIN ST
FORT ATKINSON, WI 53538

AGENCY AND MAILING ADDRESS

484447

DAY & JOHNSON LLC
904 MADISON AVE
FORT ATKINSON, WI 53538

(920) 563-5872

POLICY PERIOD: FROM 10/13/2022 TO 10/13/2023 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

NOTE: IF NO ENTRY APPEARS ON THE FOLLOWING ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT

COMMERCIAL GENERAL LIABILITY FORMS

CG2026 0704	Additional Insured - Designated Person Or Organization
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COMMERCIAL INLAND MARINE FORMS

IM7506 0112	Schedule of Coverages - Scheduled Property Floater
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Frostie Freeze Fort, LLC Frostie Freeze Fort Land, LLC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

SCHEDULE OF COVERAGES SCHEDULED PROPERTY FLOATER

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

COVERED PROPERTY

Item No.	DESCRIBED PROPERTY	"Limit"
		\$
		\$
		\$
		\$

COVERAGE EXTENSIONS

Additional Debris Removal Expenses	\$
------------------------------------	----

SUPPLEMENTAL COVERAGES

Newly Acquired Property	\$
Pollutant Cleanup And Removal	\$

DEDUCTIBLE AND COINSURANCE

DEDUCTIBLE

Deductible Amount Refer to Described Property Description

COINSURANCE

☐ Not Applicable

☐ 80% ☐ 90% ☐ 100% ☐ Other _____%

ADDITIONAL INFORMATION

SUPPLEMENTAL FORM DECLARATION FOR IM 7506 01 12**SCHEDULE OF COVERAGES
SCHEDULED PROPERTY FLOATER**

Endorsement Effective: 10/13/2022

Named Insured: Fort Atkinson Beautification Council Inc

COVERED PROPERTY

Item No.	DESCRIBED PROPERTY	"Limit"	
1	Miscellaneous Tools and Equipment - Ded.\$500	\$	30,000
2	Ayrshire Cow - Ded.\$1,000	\$	5,700
3	Jersey Cow - Ded.\$1,000	\$	5,700
4	Milking Shorthorn Cow - Ded.\$1,000	\$	5,700
5	Red & White Cow - Ded.\$1,000	\$	5,700
6	Guernsey Cow - Ded.\$1,000	\$	5,700
7	Holstein Cow - Ded.\$1,000	\$	5,700
8	Brown Swiss Cow - Ded.\$1,000	\$	5,700

COVERAGE EXTENSIONS

Additional Debris Removal Expenses	\$5,000
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SUPPLEMENTAL COVERAGES

Newly Acquired Property	\$15,000
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Pollutant Cleanup And Removal	\$10,000
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DEDUCTIBLE AND COINSURANCE**DEDUCTIBLE**

Deductible Amount	Refer to Described Property Description
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SUPPLEMENTAL FORM DECLARATION FOR IM 7506 01 12

**SCHEDULE OF COVERAGES
SCHEDULED PROPERTY FLOATER**

COINSURANCE

☐ Not Applicable

☐ 80% ☐ 90% ☒ 100% ☐ Other _____%

ADDITIONAL INFORMATION



MEMORANDUM

DATE: October 15, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Fort Polar Path - Fort Atkinson Animated Holiday Light Display, November 1, 2024 - January 11, 2025 (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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

DISCUSSION

Fort Beautification Council

Event: Fort Atkinson Animated Holiday Light Display – Fort Polar Path

Dates and Hours of Event: November 1, 2024 through January 11, 2025

Locations: Janesville Ave Bike Path in front of Jones Dairy Farm heading north to the Rotary Depot Pavilion

Contact Person: Mariah Hadler

Estimated Number of Attendees: 5000+ - open to community, outdoor light display

Map and application indicate installation of additional electrical boxes. The event coordinator emailed on October 4, 2024 that there is enough space within the current blocks and that the electrical was not necessary this year.

The application and event information was routed to all City Departments without concerns and the following comments:

The arches should stay a minimum of 15' away from back of any curb and nothing should be placed in any vision triangle. The vision triangle is measured along the back of the curb going each direction from an intersection and then connecting those lines to make a triangle. 15' along the curb for minor intersections (bike path and 7th) and 20' for major intersections (Janesville and any street).

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Special Event: Special Event: Fort Polar Path - Fort Atkinson Animated Holiday Light Display, November 1, 2024 - January 11, 2025 at the Bike Path in front of Jones Dairy Farm.

ATTACHMENTS

1. 2023 Beautification Council Insurance Policy
2. 2024 City of Fort Special Event Applications - Polar Path Holiday Lights



PO Box 819
Appleton, WI 54912-0819
(920) 739-3161

SECURA Insurance Company
COMMERCIAL PROTECTION POLICY
Common Policy
GENERAL CHANGE ENDORSEMENT

POLICY NO.20-CP-003375415-0 END: 001

ACCOUNT NUMBER: 5008366

NAMED INSURED AND MAILING ADDRESS

FORT ATKINSON BEAUTIFICATION COUNCIL INC
704 N MAIN ST
FORT ATKINSON, WI 53538

AGENCY AND MAILING ADDRESS

484447

DAY & JOHNSON LLC
904 MADISON AVE
FORT ATKINSON, WI 53538

(920) 563-5872

POLICY PERIOD: FROM 10/13/2022 TO 10/13/2023 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Effective 08/25/2023 this policy is amended as shown.

Adding additional interest Frostie Freeze Fort LLC

Adding inland marine as shown

This is not a bill - Invoice to follow.

ANNUALIZED EFFECT OF ENDORSEMENT \$

638

ADDITIONAL COMMERCIAL PROPERTY PREMIUM	\$	Not Covered
ADDITIONAL COMMERCIAL GENERAL LIABILITY PREMIUM	\$	7.00
ADDITIONAL CRIME AND FIDELITY PREMIUM	\$	Not Covered
ADDITIONAL COMMERCIAL INLAND MARINE PREMIUM	\$	84.00
ADDITIONAL EMPLOYMENT PRACTICES LIABILITY PREMIUM	\$	Not Covered
ADDITIONAL CYBER SECURITY PREMIUM	\$	0
TOTAL ADDITIONAL TRANSACTION PREMIUM	\$	91.00

ADDITIONAL TRANSACTION TOTAL \$

91.00

ILD 0004 2004

Page 1 of 2

08-25-23

oI03738

1500DA

AG

SECURA Insurance Company
COMMERCIAL PROTECTION POLICY
Common Policy
GENERAL CHANGE ENDORSEMENT

POLICY NO. 20-CP-003375415-0 **END:** 001
INSURED: FORT ATKINSON BEAUTIFICATION
COUNCIL INC

EFFECTIVE DATE: 10/13/2022
AGENCY: DAY & JOHNSON LLC

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



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(920) 739-3161

SECURA Insurance Company
COMMERCIAL PROTECTION POLICY
Commercial General Liability Coverage Part
GENERAL CHANGE ENDORSEMENT

POLICY NO.20-CP-003375415-0 END: 001

ACCOUNT NUMBER: 5008366

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FORT ATKINSON, WI 53538

AGENCY AND MAILING ADDRESS

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FORT ATKINSON, WI 53538

(920) 563-5872

POLICY PERIOD: FROM 10/13/2022 TO 10/13/2023 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

ANNUALIZED EFFECT OF ENDORSEMENT	\$	50
TERRORISM COVERAGE IS ACCEPTED	ANNUAL CHARGE IS \$	1
ADDITIONAL COMMERCIAL GENERAL LIABILITY ADVANCE PREMIUM	\$	7
ADDITIONAL COMMERCIAL GENERAL LIABILITY ADVANCE TOTAL	\$	7.00

POLICY OPTIONAL COVERAGES		
COVERAGE	LIMIT	FORM
Additional Insured - Designated Person Or Organization	View Form	CG2026

SECURA Insurance Company
COMMERCIAL PROTECTION POLICY
Commercial General Liability Coverage Part
GENERAL CHANGE ENDORSEMENT

POLICY NO. 20-CP-003375415-0 **END:** 001
INSURED: FORT ATKINSON BEAUTIFICATION
COUNCIL INC

EFFECTIVE DATE: 10/13/2022
AGENCY: DAY & JOHNSON LLC

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

SECURA Insurance Company
COMMERCIAL PROTECTION POLICY
Commercial Inland Marine Coverage Part
GENERAL CHANGE ENDORSEMENT**POLICY NO. 20-CP-003375415-0 END: 001****ACCOUNT NUMBER: 5008366****NAMED INSURED AND MAILING ADDRESS**FORT ATKINSON BEAUTIFICATION COUNCIL INC
704 N MAIN ST
FORT ATKINSON, WI 53538**AGENCY AND MAILING ADDRESS****484447**DAY & JOHNSON LLC
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FORT ATKINSON, WI 53538

(920) 563-5872**POLICY PERIOD:** FROM 10/13/2022 TO 10/13/2023 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.ANNUALIZED EFFECT OF ENDORSEMENT \$ **588**TERRORISM COVERAGE IS **ACCEPTED** ANNUAL CHARGE IS \$ **12**ADDITIONAL COMMERCIAL INLAND MARINE PREMIUM \$ **84**ADDITIONAL COMMERCIAL INLAND MARINE TOTAL \$ **84.00****SCHEDULED PROPERTY**

COVERAGE	LIMIT	FORM
Schedule of Coverages - Scheduled Property Floater	View Form	IM7506

TOTAL SCHEDULED PROPERTY FLOATER PREMIUM \$ **77.00****THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY**



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(920) 739-3161

SECURA Insurance Company
COMMERCIAL PROTECTION POLICY
FORM SCHEDULE

POLICY NO. 20-CP-003375415-0 END: 001

ACCOUNT NUMBER: 5008366

NAMED INSURED AND MAILING ADDRESS

FORT ATKINSON BEAUTIFICATION COUNCIL INC
704 N MAIN ST
FORT ATKINSON, WI 53538

AGENCY AND MAILING ADDRESS

484447

DAY & JOHNSON LLC
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FORT ATKINSON, WI 53538

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POLICY PERIOD: FROM 10/13/2022 TO 10/13/2023 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

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COMMERCIAL GENERAL LIABILITY FORMS

CG2026 0704	Additional Insured - Designated Person Or Organization
-------------	--

COMMERCIAL INLAND MARINE FORMS

IM7506 0112	Schedule of Coverages - Scheduled Property Floater
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SCHEDULE OF COVERAGES SCHEDULED PROPERTY FLOATER

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

COVERED PROPERTY

Item No.	DESCRIBED PROPERTY	"Limit"
		\$
		\$
		\$
		\$

COVERAGE EXTENSIONS

Additional Debris Removal Expenses	\$
------------------------------------	----

SUPPLEMENTAL COVERAGES

Newly Acquired Property	\$
Pollutant Cleanup And Removal	\$

DEDUCTIBLE AND COINSURANCE

DEDUCTIBLE

Deductible Amount Refer to Described Property Description

COINSURANCE

☐ Not Applicable

☐ 80% ☐ 90% ☐ 100% ☐ Other _____%

ADDITIONAL INFORMATION

SUPPLEMENTAL FORM DECLARATION FOR IM 7506 01 12**SCHEDULE OF COVERAGES
SCHEDULED PROPERTY FLOATER**

Endorsement Effective: 10/13/2022

Named Insured: Fort Atkinson Beautification Council Inc

COVERED PROPERTY

Item No.	DESCRIBED PROPERTY	"Limit"	
1	Miscellaneous Tools and Equipment - Ded.\$500	\$	30,000
2	Ayrshire Cow - Ded.\$1,000	\$	5,700
3	Jersey Cow - Ded.\$1,000	\$	5,700
4	Milking Shorthorn Cow - Ded.\$1,000	\$	5,700
5	Red & White Cow - Ded.\$1,000	\$	5,700
6	Guernsey Cow - Ded.\$1,000	\$	5,700
7	Holstein Cow - Ded.\$1,000	\$	5,700
8	Brown Swiss Cow - Ded.\$1,000	\$	5,700

COVERAGE EXTENSIONS

Additional Debris Removal Expenses	\$5,000
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SUPPLEMENTAL COVERAGES

Newly Acquired Property	\$15,000
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Pollutant Cleanup And Removal	\$10,000
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DEDUCTIBLE AND COINSURANCE**DEDUCTIBLE**

Deductible Amount	Refer to Described Property Description
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SUPPLEMENTAL FORM DECLARATION FOR IM 7506 01 12

**SCHEDULE OF COVERAGES
SCHEDULED PROPERTY FLOATER**

COINSURANCE

☐ Not Applicable

☐ 80% ☐ 90% ☒ 100% ☐ Other _____%

ADDITIONAL INFORMATION

 CITY OF FORT ATKINSON Special Event Application Fee: \$25.00	
Name of Business/Group Organizing Event:	
Contact Person for Event:	
Phone Number:	Email:
Day of Event Contact Person (if different from above):	Phone: Email:
Special Event Details	
Event Name:	
Event Date (mm/dd/yyyy):	
Event Location:	
Estimated Number of Attendees:	Hours of Event:
Event Setup Time:	Event Tear Down Time:
Event Description:	
Goal/Purpose of Event:	
Attach a map of the event including:	Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians <i>* If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking</i>
Check all applicable boxes:	
☐ I am renting a city park	Attach copy of paid park rental from Parks & Recreation Department. Equipment rentals are reservable through the Parks & Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park & Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.
☐ I am renting city equipment	Please secure and submit payment for requested equipment prior to submitting Special Event Application. *Attach a map with a location for drop off of equipment with this application. 8' white plastic table (43 available; \$4.50/each) Qty ____ Metal folding chair (190 available; \$0.75/each) Qty ____ Additional Picnic Table (\$15/each; includes delivery & pick up)* Qty ____ Additional Garbage/Recycling Can* Qty ____ Barricades* Qty ____ Traffic Cones* Qty ____
☐ Electrical Access	The City Electrician may reach out to you to address any needs/concerns. Please specify if you have any requests or requirements beyond current access:

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



MEMORANDUM

DATE: October 15, 2024

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Building/Zoning Administrator

RE: Second and possible Third/Final reading of an Ordinance annexing the territory addressed 1222 Van Buren Street (to be addressed 113 Wilson Avenue) to the City of Fort Atkinson (Draeger, Building/Zoning Administrator)

BACKGROUND

Applicants John and Jane Anderson are requesting that the the property located at 1222 Van Buren Street be annexed to the City of Fort Atkinson due to a failed septic system.

DISCUSSION

The applicants purchased the subject property located in the Town of Koshkonong in April 2023 and are petitioning to Annex the territory into the City. The applicants have requested to hook up to city sewer and water due to a failed septic system and by Ordinance must annex the property into the city when public utilities are available. Public Utilities are in place on Wilson Ave. The applicants will hook up to the city sewer and water and abandon the existing well. The property will be addressed 113 Wilson Avenue when annexed to the City.

FINANCIAL ANALYSIS

When a parcel is annexed by unanimous consent by the property owner, state statutes (66.0217(2)) require that the municipality to which the property is being annexed pay the government from which it is being detached a lump sum representing the lost taxes for the next five years. For this annexation, the City is required to pay the Town of Koshkonong a lump sum of \$2,715.95, representing five years of the Town's portion of the tax bill. Staff proposes to use funds from the Economic Development expenses account (01-56-5644-0600) for this payment. In 2024, \$5,000 was budgeted in this account, and that amount may be exceeded. It is difficult to predict expenses associated with annexation due to the unknown number of annexations annually as well as the unknown value of each parcel that may annex.

RECOMMENDATION

The Fort Atkinson Plan Commission met on September 24, 2024, recommended the City Council approve the Preliminary CSM combining parcels depicted on the attached Preliminary CSM (later on the agenda), and recommended the City Council perform three readings and adopt the

ordinance annexing the territory as depicted on the attached Preliminary Plat and Legal Description with a zoning classification of SR-7.

The City Council performed a first reading of the ordinance on October 1. Staff recommends that the City Council perform a second reading of the Ordinance and suspend the rules to perform the third reading, and enact the ordinance as proposed.

ATTACHMENTS

1. Plan Commission Memo
2. Plat of Survey and Legal Description
3. Petition for Annexation
4. CSM
5. Annex Review Questionnaire 14696 - Anderson
6. Annex Review Question - Town
7. Annexation Ordinance - Anderson 113 Wilson



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

Petition For Annexation and Certified Survey Map Review REPORT TO THE PLAN COMMISSION

DATE: September 24, 2024

FILE NUMBER: PFA-2024-01

PROPERTY ADDRESS: 1222 Van Buren Street (to become 113 Wilson Ave)

EXISTING ZONING: A-T Ag Transition (Town)

PARCEL NUMBER: 016-0514-0422-033

PROPOSED ZONING: SR-7 Single Family
Residential (City)

OWNER: John R Anderson Trust, Jane M Anderson Trust

EXISTING LAND USE: Single Family
Residential

APPLICANT: John and Jane Anderson

REQUESTED USES: No Change Requested

BACKGROUND

Applicants John and Jane Anderson purchased the subject property located in the Town of Koshkonong in April 2023 and are Petitioning to Annex the territory into the City. The applicants have requested to hook up to city sewer and water due to a failed septic system and by Ordinance must annex the property into the city when public utilities are available. Public Utilities are in place on Wilson Ave. The applicants will hook up to the city sewer and water and abandon the existing well.

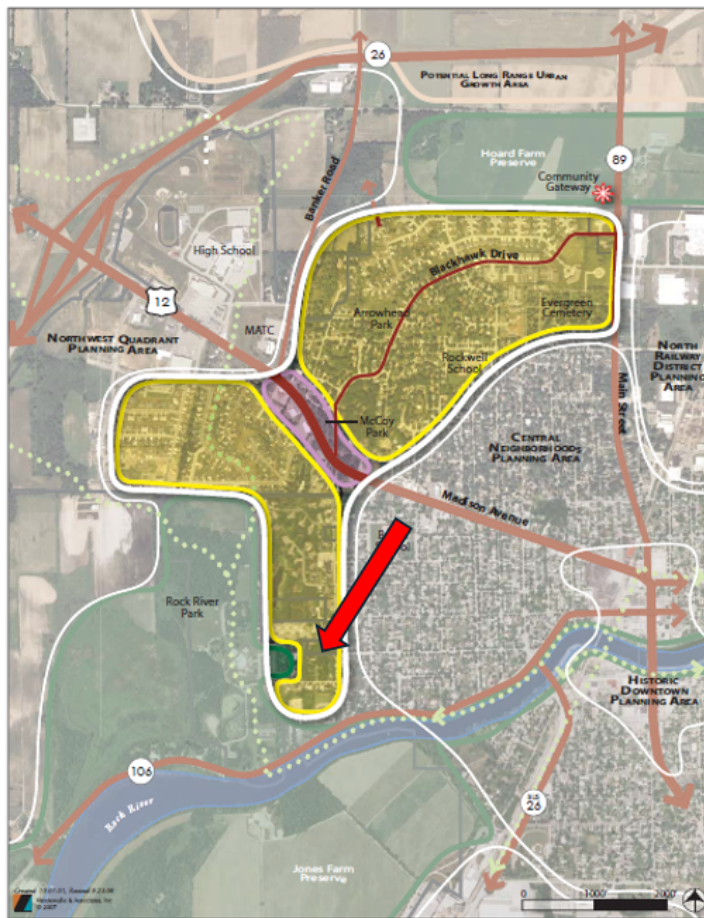
REQUEST OVERVIEW

The subject parcel is located in the North Neighborhood Planning Area and is shown as Neighborhood in Figure: 2.13. The parcel is currently a single family residence and is in concert with the City Comprehensive Plan by remaining a Single Family Use.

NORTH NEIGHBORHOOD PLANNING AREA

FIGURE: 2.13

CITY OF FORT ATKINSON
FUTURES OPEN HOUSE



Annexation by Unanimous Consent and certified survey maps do not require a public notice.

DISCUSSION

The subject parcel is located in the Town of Koshkonong, and the applicants are requesting to be annexed into the city. However, the parcel does not have direct access to a public right-of-way, which is required by the City's ordinances. The applicants are currently accessing Wilson Ave through a parcel that they own, which is located within the City. This is a unique situation as the parcels must be combined to allow for annexation and the approval of the CSM may not occur without the annexation. This conundrum is the reason for these two approvals being combined as part of this Petition to Annex. The new parcel created by the CSM meets most of the bulk regulations for the SR-7 Zoning. A Zoning Amendment will not be necessary as the parcel being used as access to Wilson Ave is currently Zoned SR-7 Single Family.

Plat of Survey

Survey For: John R. & Jane M. Anderson Revocable Trust dated 06/12/2018

Location: #1222 Van Buren Street, City of Fort Atkinson & Town of Koshkonong, Jefferson County, Wisconsin.

Description: See Sheet 2 of 2

BEARING BASIS:
ALL BEARINGS REFER
TO THE WEST LINE,
SW 1/4 WHICH HAS AN
ASSUMED BEARING OF
N00°46'01"W

N88°53'08"W
2630.07'
UTH LINE, SE 1/4
SE CORNER, SE 1/4
SECTION 32, T6N, R14E,
ALUMINUM MONUMENT
OF RECORD

- NW CORNER, NW 1/4
SECTION 4, T5N, R14E,
LIMESTONE MONUMENT
OF RECORD FOUND 2.53
NORTH OF CORNER

SW CORNER, SE 1/4 —
SECTION 32, T6N, R14E,
ALUMINUM MONUMENT
OF RECORD

SECTION 32,
ALUMINUM N
OF RECORD

3°53'08"W
630.07'
LINE, SE 1/4

6.45'

1 1/2" IRON PIPE
FOUND
0.74' WEST

DWELLING DETAIL
SCALE: 1"=30'

**----- SNOVER'S PROSPECT HEIGHTS
ADDITION TO FORT ATKINSON**

PARK PLACE CONDOMINIUM

WEST (R) | N89°18'20" E 277.53'

WEST LINE, NW 1/4
3503.96'

PARCEL 1
68,836 SQ. FT.
1.580 ACRES

P.O.B. -
N89°17'39" L
604.93'

S89°17'39"W 382.06'
EAST 381.48'(R)

GRAPHIC SCALE
(IN FEET)

SW CORNER, NW 1/4
SECTION 4, T5N, R14E,
ALUMINUM MONUMENT
OF RECORD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BRG.	DELTA ANGLE
C1	180.00'	30.13'	30.10'	S05°28'15"E	09°35'31"
C1(R)		30.14'		N04°44'W	
C2	120.00'	37.56'	37.40'	S09°38'41"E	17°56'23"
C2(R)				S08°54'E	17°56'

NOTES:

1) Parcel 2 contains 2,648 Square Feet or 0.061 Acre.

2) All offset distances are to the building corners (not overhang).

SOUTHWEST

SURVEYING & ASSOCIATES, Inc.

W1065 COUNTY ROAD CI, HELENVILLE, WI. 53137
262-495-4910
920-674-4884

State of Wisconsin) ss I certify that I have surveyed the above described (property) and the above map is a true
Jefferson County) representation thereof and shows the size and location of the Property, its exterior boundaries, the location and
dimensions of all visible structures thereon, fences, apparent easements and roadways and visible encroachments,
if any. this survey complies with Chapter A-E 7, to the best of my knowledge and belief.

if any, this survey complies

JOHN C. KANNARD, Professional Land Surveyor

SHEET 1 OF 2
DATE: MARCH 5, 2024
JOB NO: A-223113

Plat of Survey

Survey For: John R. & Jane M. Anderson Revocable Trust dated 06/12/2018

Location: #1222 Van Buren Street, City of Fort Atkinson & Town of Koshkonong, Jefferson County, Wisconsin.

Descriptions: (Parcel 1) Being a part of the NW 1/4 of the Fractional NW 1/4 of Section 4, T5N, R14E, Town of Koshkonong, Jefferson County, Wisconsin, bounded and described as follows:

Commencing at the Aluminum Monument that marks the Southwest corner of the NW 1/4 of said Section 4; Thence N00°46'01"W, along the West line of said fractional NW 1/4, a distance of 1326.03 feet; Thence N89°17'39"E, a distance of 604.93 feet, to a Found 1 1/2" I.D. Iron Pipe that marks the POINT OF BEGINNING of the lands to be described: Thence N01°05'09"W, a distance of 179.99 feet, to a Found 4" I.D. Iron Pipe; Thence N89°18'20"E, a distance of 277.53 feet, to a Found 1 1/2" I.D. Iron Pipe that marks the Southwest corner of Lot 42 of Snover's Prospect Heights Addition to Fort Atkinson; Thence N89°19'56"E, along the South line of Lot 41 and said Lot 42 of Snover's Prospect Heights Addition to Fort Atkinson, a distance of 105.58 feet, to the Northwest corner of Outlot "A" of Pfafflin Plat; Thence S00°45'09"E, along the West line of said Outlot "A" and Lots 4 and Lot 5 of said Pfafflin Plat, a distance of 179.86 feet, to a Set 3/4"x18" Iron Rebar (1.502 lbs/lin ft) w/orange plastic cap stamped "J.C. Kannard P.L.S. S-2248"; Thence S89°17'39"W, a distance of 382.06 feet, to the POINT OF BEGINNING, containing 68,836 Square Feet or 1.580 Acres of land, more or less.

(Parcel 2)

Outlot A, according to Pfafflin Plat, Being a part of the NW 1/4 of the Fractional NW 1/4 of Section 4, T5N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin.

Subject to all rights, reservations, restrictive covenants and easements recorded or unrecorded.





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

PETITION FOR ANNEXATION TO THE CITY OF FORT ATKINSON

Address(es) of Property: 1222 VAN BUREN ST. FORT ATKINSON, WI. 53538

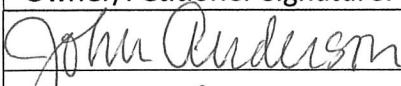
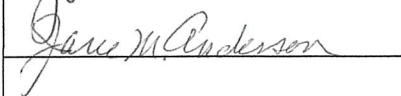
Parcel Number(s): 016-0514-0422-033

The current population or territory to be annexed and/or attached is 2 persons.

We, the undersigned, constituting all of the owners of the real property in Jefferson County, Wisconsin, lying contiguous to the City of Fort Atkinson, respectfully petition the City Council of the City of Fort Atkinson to annex the territory described and shown on the attached scale map to the City of Fort Atkinson, Jefferson County, Wisconsin. (Plat of Annexation or Attachment must include a legal description of the subject property.)

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

We further respectfully request that this property be zoned residential.

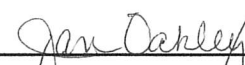
Owner/Petitioner Signature:	Print Name:	Address:	Date:
	John Anderson	1216 Sherman Ave W FORT ATKINSON WI	6-16-2023
	Jane Anderson	same as above	6-16-2023

Personally came before me this 16th day of June, 2023, the above named,
(day) (month) (year)

John and Jane Anderson to me known to be the persons who executed the foregoing instrument and acknowledged the same.

RECEIVED
JUN 19 2023
CITY OF FORT ATKINSON
CLERK / TREASURER




Notary Public, Jefferson County, Wisconsin (SEAL)

My Commission is permanent or expires on: 9-7-25

CERTIFIED SURVEY MAP No. _____

BEING OUTOT "A" OF PFAFFLIN PLAT AND OTHER LANDS LOCATED IN THE NW 1/4 OF THE FRACTIONAL NW 1/4 OF SECTION 4, T5N, R14E, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

OWNERS:
John R. & Jane M. Anderson Trust
1216 W. Sherman Avenue
Fort Atkinson WI 53538
920 723-0490

BEARING BASIS:
ALL BEARINGS REFER TO THE WEST LINE, SW 1/4 WHICH HAS AN ASSUMED BEARING OF N00°46'01"W

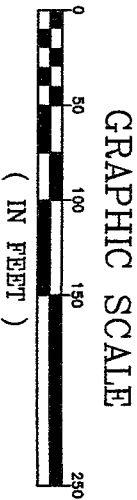
SW CORNER, NW 1/4 SECTION 4, T5N, R14E, ALUMINUM MONUMENT OF RECORD

SW CORNER, SE 1/4 SECTION 32, T6N, R14E, ALUMINUM MONUMENT OF RECORD
N88°53'08"W 2630.07'
SOUTH LINE, SE 1/4

SE CORNER, SE 1/4 SECTION 32, T6N, R14E, ALUMINUM MONUMENT OF RECORD

NW CORNER, NW 1/4 SECTION 4, T5N, R14E, LIMESTONE MONUMENT OF RECORD FOUND 2.53' NORTH OF CORNER

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BRG.	DELTA ANGLE
C1	180.00'	80.13'	30.10'	S05°28'15"E	09°35'31"
C1(R)		30.14'		N04°44'W	
C2	120.00'	37.56'	37.40'	S09°38'41"E	17°56'23"
C2(R)				S08°54'E	17°56'



LOT 1
71,491 SQ. FT.
1.641 ACRES

SOUTHWEST
SURVEYING & ASSOCIATES, Inc.

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

SHEET 1 OF 2
DATE: AUGUST 25, 2023
JOB NO: A-223113

LEGEND

- 1 1/2" I.D. IRON PIPE FOUND
- 1" IRON ROD FOUND
- 1" I.D. IRON PIPE FOUND
- 3/4"x18" IRON REBAR (1,502 lbs/lin ft)
- W/O RANGE PLASTIC CAP STAMPED "J.C. KANNARD P.L.S. S-2248" SET.
- △ SECTION CORNER FOUND AS NOTED
- ▲ 3/4" IRON REBAR FOUND
- 4" I.D. IRON PIPE FOUND
- * WOOD FENCE
- UTILITY PEDESTALS
- PPD UTILITY POLE
- MH SEPTIC MANHOLE
- GAS VALVE
- ⊙ SEPTIC VENT
- (R) RECORDED AS

PRELIMINARY

CERTIFIED SURVEY MAP No. _____

BEING OUTLOT "A" OF PFAFFLIN PLAT AND OTHER LANDS LOCATED IN THE NW 1/4 OF THE FRACTIONAL NW 1/4 OF SECTION 4, T5N, R14E, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

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

That I have surveyed, divided, mapped this Certified Survey Map being Outlot "A" of Pfafflin Plat and other lands located in the NW 1/4 of the fractional NW 1/4 of Section 4, T5N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin, bounded and described as follows:

Being a part of the NW 1/4 of the Fractional NW 1/4 of Section 4, T5N, R14E, Town of Koshkonong, Jefferson County, Wisconsin, bounded and described as follows:

Commencing at the Aluminum Monument that marks the Southwest corner of the NW 1/4 of said Section 4; Thence N00°46'01"W, along the West line of said fractional NW 1/4, a distance of 1326.03 feet; Thence N89°17'39"E, a distance of 604.93 feet, to a Found 1 1/2" I.D. Iron Pipe that marks the POINT OF BEGINNING of the lands to be described: Thence N01°05'09"W, a distance of 179.99 feet, to a Found 4" I.D. Iron Pipe; Thence N89°18'20"E, a distance of 277.53 feet, to a Found 1 1/2" I.D. Iron Pipe that marks the Southwest corner of Lot 42 of Snover's Prospect Heights Addition to Fort Atkinson; Thence N89°19'56"E, along the South line of Lot 41 and said Lot 42 of Snover's Prospect Heights Addition to Fort Atkinson and the North line of Outlot "A" of Pfafflin Plat, a distance of 192.67 feet, to a Found 1" Iron Rod that marks the Northeast corner of said Outlot "A" and to a point of curvature said curve having it's center point in the Easterly direction, a radius of 180.00 feet, a delta angle of 09°35'31", a chord bearing of S05°28'15"E, a chord distance of 30.10 feet; Thence Southeasterly along the arc of said curve, a distance of 30.13 feet, to a Found 1 1/2" Iron Pipe that marks the Southeast corner of said Outlot "A"; Thence S89°10'27"W, along the South line of said Outlot "A", a distance of 89.56 feet, to a Found 1 1/2" Iron Pipe that marks the Northwest corner of Lot 5 of the Pfafflin Plat; Thence S00°45'09"E, along the West line of Lots 4 and Lot 5 of said Pfafflin Plat, a distance of 149.62 feet, to a Set 3/4"x18" Iron Rebar (1.502 lbs/lin ft) w/orange plastic cap stamped "J.C. Kannard P.L.S. S-2248"; Thence S89°17'39"W, a distance of 382.06 feet, to the POINT OF BEGINNING, containing 71,491 Square Feet or 1.641 Acres of land, more or less.

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

I further certify that I have made this survey and map under the direction of CBF Investment Co. LLC, owner of said lands, and that this Certified Survey Map is a correct representation of the boundary surveyed and described and that I have complied fully with the provisions of Chapter 236.34 of the State of Wisconsin Statutes, and the subdivision regulations of City of Fort Atkinson in surveying and mapping same.

Certified this 25th day of August, 2023

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

CITY OF FORT ATKINSON APPROVAL:

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

Dated this ____ day of _____, 2023

Michelle Ebbert, City Clerk.

Annexation Review Questionnaire

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645
Madison WI 53701
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview>

Petitioner: **Anderson**

Petition Number: **14696**

1. Territory to be annexed: From **TOWN OF KOSHKONONG** To **CITY OF FORT ATKINSON**

2. Area (Acres): **1.576**

3. Pick one: ☒ Property Tax Payments

OR ☐ Boundary Agreement

a. Annual town property tax on territory to be annexed:

~~\$ 2916.95~~ **543.19**

a. Title of boundary agreement _____

b. Year adopted _____

b. Total that will be paid to Town

(annual tax multiplied by 5 years): **2,715.95**

c. Participating jurisdictions _____

c. Paid by: ☒ Petitioner ☐ City ☐ Village

d. Statutory authority (pick one)

☐ s.66.0307 ☐ s.66.0225 ☐ s.66.0301

☐ Other: _____

4. Resident Population: Electors: **2** Total: **2**

5. Approximate **present land use** of territory:

Residential: **100** % Recreational: _____ % Commercial: _____ % Industrial: _____ %

Undeveloped: _____ %

6. If territory is undeveloped, what is the **anticipated use**?

Residential: **100** % Recreational: _____ % Commercial: _____ % Industrial: _____ %

Other: _____ %

Comments: _____

7. Has a ☐ preliminary or ☐ final plat been submitted to the Plan Commission: ☐ Yes ☒ No

Plat Name: **Scheduled for September**

8. What is the **nature of land use adjacent** to this territory in the city or village?

Residential

In the town?: **Residential**

9. What are the **basic service needs** that precipitated the request for annexation?

☒ Sanitary sewer ☒ Water supply ☐ Storm sewers

☐ Police/Fire protection ☐ EMS ☐ Zoning

Other _____

10. Is the city/village or town capable of providing needed utility services?

City/Village ☒ Yes ☐ No

Town ☐ Yes ☐ No

If yes, approximate timetable for providing service:

Sanitary Sewers immediately

City/Village

☒

Town

☐

or, write in number of years. _____

Water Supply immediately

☒

☐

or, write in number of years. _____

Will provision of sanitary sewers and/or water supply to the territory proposed for annexation require capital expenditures (i.e. treatment plant expansion, new lift stations, interceptor sewers, wells, water storage facilities)?

☐ Yes ☒ No

If yes, identify the nature of the anticipated improvements and their probable costs: _____

11. Planning & Zoning:

a. Do you have a comprehensive plan for the City/Village/Town? ☒ Yes ☐ No

Is this annexation consistent with your comprehensive plan? ☒ Yes ☐ No

b. How is the annexation territory now zoned? Residential

c. How will the land be zoned and used if annexed? Residential

12. Elections: ☐ New ward or ☐ Existing ward? Will the annexation create a new ward or join an existing ward? For more information, please contact the Wisconsin Election Commission at (608) 266-8005, elections@wi.gov or see their annexation checklist here: <http://elections.wi.gov/forms/el-100>

13. Other relevant information and comments bearing upon the public interest in the annexation:

Prepared by: ☐ Town ☒ City ☐ Village

Name: Michelle Ebbert

Email: mebbert@fortatkinson.wi.gov

Phone: 920.397.9901

Date: 9-6-24

Please **RETURN PROMPTLY** to:

wimunicipalboundaryreview@wi.gov

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Fax: (608) 264-6104

(March 2018)

Annexation Review Questionnaire

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645
Madison WI 53701
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview>

Petitioner: **Anderson**

Petition Number: **14696**

1. Territory to be annexed: From **TOWN OF KOSHKONONG** To **CITY OF FORT ATKINSON**

2. Area (Acres): **1.574**

3. Pick one: ☒ Property Tax Payments

OR ☐ Boundary Agreement

a. Annual town property tax on territory to be annexed:

\$ **543.19**

a. Title of boundary agreement _____

b. Year adopted _____

b. Total that will be paid to Town

(annual tax multiplied by 5 years): **\$2715.95**

c. Participating jurisdictions _____

d. Statutory authority (pick one)

c. Paid by: ☒ Petitioner ☐ City ☐ Village

☐ s.66.0307 ☐ s.66.0225 ☐ s.66.0301

☐ Other: _____

4. Resident Population: Electors: **2** Total: **2**

5. Approximate **present land use** of territory:

Residential: **100** % Recreational: _____ % Commercial: _____ % Industrial: _____ %

Undeveloped: _____ %

6. If territory is undeveloped, what is the **anticipated use**?

Residential: **100** % Recreational: _____ % Commercial: _____ % Industrial: _____ %

Other: _____ %

Comments: _____

7. Has a ☐ preliminary or ☐ final plat been submitted to the Plan Commission: ☐ Yes ☐ No

Plat Name: _____

8. What is the **nature of land use adjacent** to this territory in the city or village?

Residential

In the town?: **Residential**

9. What are the **basic service needs** that precipitated the request for annexation?

☐ Sanitary sewer ☐ Water supply ☐ Storm sewers

☐ Police/Fire protection ☐ EMS ☐ Zoning

Other: _____

10. Is the city/village or town capable of providing needed utility services?

City/Village ☒ Yes ☐ No Town ☐ Yes ☒ No

If yes, approximate timetable for providing service:

Sanitary Sewers immediately

☐

☐

or, write in number of years. _____

Water Supply immediately

☐

☐

or, write in number of years. _____

Will provision of sanitary sewers and/or water supply to the territory proposed for annexation require capital expenditures (i.e. treatment plant expansion, new lift stations, interceptor sewers, wells, water storage facilities)?

☐ Yes ☐ No

If yes, identify the nature of the anticipated improvements and their probable costs: _____

11. Planning & Zoning:

a. Do you have a comprehensive plan for the City/Village/Town? ☐ Yes ☐ No

Is this annexation consistent with your comprehensive plan? ☐ Yes ☐ No

b. How is the annexation territory now zoned? A-T Ag Transition

c. How will the land be zoned and used if annexed? _____

12. Elections: ☐ New ward or ☐ Existing ward? Will the annexation create a new ward or join an existing ward? For more information, please contact the Wisconsin Election Commission at (608) 266-8005, elections@wi.gov or see their annexation checklist here: <http://elections.wi.gov/forms/el-100>

13. Other relevant information and comments bearing upon the public interest in the annexation:

Prepared by: ☒ Town ☐ City ☐ Village

Name: Caitlin Kincannon

Email: clerk@koshkonongwi.gov

Phone: 920 563 4510

Date: 9/9/2024

(March 2018)

Please **RETURN PROMPTLY** to:

wimunicipalboundaryreview@wi.gov

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Fax: (608) 264-6104

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING
THE TERRITORY ADDRESSED 1222 VAN BUREN STREET (113 WILSON AVENUE)
TO THE CITY OF FORT ATKINSON**

NOW, THEREFORE, The City Council of the City of Fort Atkinson, Wisconsin, does hereby ordain as follows:

Section 1. TERRITORY ANNEXED. That pursuant to Wis. Stats. §66.0217 of the Wisconsin Statutes, and the Petition for Annexation filed by the property owners by unanimous consent, the following described territory in the Town of Koshkonong, Jefferson County, Wisconsin, is hereby annexed to the City of Fort Atkinson, Wisconsin:

BEING A PART OF THE NW ¼ OF THE FRACTIONAL NW ¼ OF SECTION 4, T5N, R14E, TOWN OF KOSHKONONG, JEFFERSON COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE ALUMINUM MONUMENT THAT MARKS THE SOUTHWEST CORNER OF THE NW ¼ OF SAID SECTION 4; THENCE N00°46'01"W, ALONG THE WEST LINE OF SAID FRACTIONAL NW ¼, A DISTANCE OF 1326.03 FEET; THENCE N89°17'39"E, A DISTANCE OF 604.93 FEET, TO A FOUND 1 ½" I.D. IRON PIPE THAT MARKS THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED: THENCE N01°05'09"W, A DISTANCE OF 179.99 FEET, TO A FOUND 4" I.D. IRON PIPE; THENCE N89°18'20"E, A DISTANCE OF 277.53 FEET, TO A FOUND 1 ½" I.D. IRON PIPE THAT MARKS THE SOUTHWEST CORNER OF LOT 42 OF SNOVER;S PROSPECT HEIGHTS ADDITION TO FORT ATKINSON; THENCE N89°19'56"E, ALONG THE SOUTH LINE OF LOT 41 AND SAID LOT 42 OF SNOVER;S PROSPECT HEIGHTS ADDITION TO FORT ATKINSON, A DISTANCE OF 105.58 FEET, TO THE NORTHWEST CORNER OF OUTLOT "A" OF PFAFFLIN PLAT; THENCE S00°45'09"E, ALONG THE WEST LINE OF SAID OUTLOT "A" AND LOTS 4 AND 5 OF SAID PFAFFLIN PLAT, A DISTANCE OF 179.86 FEET, TO A SET ¾"X18" IRON REBAR (1.502 LBS/LIN FT) W/ ORANGE PLASTIC CAP STAMPED "J.C. KANNARD P.L.S. S-2248"; THENCE S89°17'39"W, A DISTANCE OF 382.06 FEET, TO THE POINT OF BEGINNING, CONTAINING 68,836 SQUARE FEET OR 1.580 ACRES OF LAND, MORE OR LESS (TOWN PARCEL NUMBER 016-0514-0422-035; TOWN ADDRESS 1222 VAN BUREN STREET).

Section 2. EFFECT OF ANNEXATION. From and after the effective date of this Ordinance the territory described in Section 1 above shall be part of the City of Fort Atkinson for any and all purposes provided by law and any persons coming or residing within such territory shall be subject to all Ordinances, rules, and regulations governing the City of Fort Atkinson.

Section 3. PAYMENT TO THE TOWN OF KOSHKONONG. The property owner has requested annexation to the City per Wis. Stats. §66.0217(2) – Direct Annexation by Unanimous Approval. The City of Fort Atkinson agrees to pay the Town of Koshkonong one

lump sum of \$2,715.95 to represent the lost Town taxes for the next five years, as required by Section 66.0217(14) of the Wisconsin Statutes.

Section 4. ZONING CLASSIFICATION. A) The Territory annexed to the City of Fort Atkinson by this Ordinance is temporarily designated to be part of the following district of the City for zoning purposes and subject to all provisions of Title 15 of the Code of General Ordinances in the City of Fort Atkinson entitled “Zoning Ordinance” relating to such district classifications and to zoning in the City: SR-7, Single-family Residential District – 7. **B)** The boundaries of these designated districts are established as shown on the map filed in the office of the City Clerk.

Section 5. WARD DESIGNATION. The territory described in Section 1 of this Ordinance is hereby made part of Ward 1 of the City of Fort Atkinson, subject to all ordinances, rules, and regulations of the City. The population of this territory is zero (0) on the effective date of this Ordinance.

Section 6. SEVERABILITY. If any provision of this Ordinance is found to be invalid or unconstitutional or if the application of this Ordinance or any person or circumstance is invalid or unconstitutional such invalidity or unconstitutionality shall not affect the other provisions or application of this Ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

Section 7. EFFECTIVE DATE. This Ordinance shall take effect upon passage and publication and after November 5, 2024.

Adopted this _____ day of _____, 2024.

CITY COUNCIL OF THE CITY OF FORT ATKINSON

Davin Lescohier, City Council President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: October 15, 2024

TO: Fort Atkinson City Council

FROM: Andy Selle, Director of Public Works

RE: Review and possible action relating to a contract with Aqualis for storm water and sanitary sewer inspection services (Selle, Director of Public Works)

BACKGROUND

Staff released a request for proposals to three firms for pipe inspection services for the City's storm sewer and sanitary sewer infrastructure. Inspections are done using a camera mounted crawler. Known areas of work for 2024 in the contract represent anticipated streets for construction in 2025 and 2026. Staff also requested a cost per lineal foot for areas yet to be determined in 2025 that will require inspection ("unknown" areas).

DISCUSSION

These inspections identify issues that need to be fixed from the top down so that they may be repaired in conjunction with planned road rehabilitation. These inspections are the only means to determine the integrity of below ground sanitary and stormwater pipes. The proposal requested a bid for a known quantity of work in 2024, those streets that we are currently designing for rehabilitation in the next few years, and an unknown quantity of work in 2025 - streets that might be further out on the rehabilitation list as well as those streets that have stormwater challenges in particular and require investigation into their function. The unknown bid request in the contract is a unit price for the inspection work, based on linear feet of work with a minimum length of work per mobilization. This will allow the City to keep unit prices low for additional inspection services in 2025, even though the quantity and area of the work is currently unknown. In 2025, staff will review and determine possible areas for additional inspection in 2025, and, if necessary, return to the City Council for approval of such work.

The City has worked with all three of the firms asked for a bid. One bidder returned a proposal, Aqualis at \$1.92/LF for storm pipe and \$1.65/LF for sewer. The Expeditors and Visu-sewer were contacted as to why they didn't submit a bid and both indicated they were booked up on work well into 2025.

FINANCIAL ANALYSIS

The collection system maintenance items in both Stormwater and Wastewater CIP will be utilized to pay for the 2024 work. The estimated linear feet of work in 2024 is Sanitary at

16,7000 LF and Storm at 23,000 LF.

The Wastewater Utility will fund the sanitary sewer pipe inspections (\$27,555), and the Storm Water Utility will fund the storm water pipe inspections (\$44,160).

The final payment will be based on the actual measured Linear Feet of pipe inspected; however, these are close estimates.

RECOMMENDATION

Staff recommends that the City Council approve the contract with Aqualis for \$71,715 in 2024 inspection services. The cost will be assigned to the respective work performed on Stormwater Utility infrastructure and Wastewater Utility infrastructure.

ATTACHMENTS

1. TELEVISIONING INSPECTION RFP FORT ATKINSON
2. Aqualis Bid



CITY OF FORT ATKINSON, WI REQUEST FOR PROPOSAL (RFP) CLEANING AND TELEVISIONING SANITARY AND STORM SEWER

Contact: Andy Selle – 920.397.9901 aselle@fortatkinsonwi.gov

Proposal Deadline: October 11, 2024 at 12 PM – email proposals only.

1.0 General RFP Information

This RFP is for cleaning and televising sections of storm sewer and sanitary sewer within the City of Fort Atkinson. The City maintains a [GIS system](#) that can be accessed with read only content with the most up to date information we have on the system. There are two parts to this proposal – the known areas of televising needed in 2024 as listed and a second part for an on-call contract that would run through to 12/31/25 for services as on as needed basis.

- 2024 Known Work Portion
 - Storm Sewer – these pipes, manholes, and CBs, are of varying material and thicknesses. The Fort Atkinson GIS includes details that should be accessible if you prefer to get into the details of the segments. Pipes have not been cleaned regularly nor inspected.
 - Sanitary Sewer – generally composed of 8" clay in older section of the City (areas closer to the river) and PVC in newer sections of the City. Manholes vary. All of the City's sanitary system is cleaned every 2 years, most pipes should be considered relatively clean.
 - Maps are attached for both Storm and Sanitary areas requiring inspection. All maps are at 1"=250' scale and should be measurable easily in Adobe PDF. Approximate LF of work for Storm shown 23,000' and for Sewer is 16,700'
 - Water will be provided by the City at no charge. Disposal of sanitary material will be coordinated with the City at our expense.
 - **The following roads need inspection within the next 30 days of both sewer and storm as noted in the attached maps.**
 - **Cramer St (area)**
 - **Erick St (area)**
 - **McMillan St (area)**
 - **Memorial Dr (area)**
 - The balance can be completed by the end of 2024 – with some flexibility even in that schedule.
- 2025 Work – Unknown Quantity
 - Sanitary Work – work for 2025 should be assumed to occur within 2 weeks of infrastructure cleaning by our crews. These should be instances where inspection can be scheduled behind our cleaning crews.
 - Storm Work – work in 2025 is undefined and should provide a price for a condition where the infrastructure has been cleaned within a few weeks by our crews and a price where the line has not been cleaned.
 - Contractors should indicate the minimum LF of work required to honor the proposed LF bid price. The City does not intend to utilize this contract for emergency situations, but planned mobilizations for televising.

2.0 Work Product

Contractors should provide separate PDF reports of the following using industry standard protocols and nomenclature for inspection. Photos of all conditions should be included in the report.

- Manholes (storm and sanitary)
- Catch Basins (storm)
- Pipes (storm and sanitary)

Reports will be uploaded directly to the City's GIS system and attached to the asset being inspected. The file name format will be provided by the City to facilitate a batch upload to our system. The contractor will provide the PDF file, named in that format.

The City will take recorded video on an external hard drive. These will not be uploaded to our GIS system.

3.0 Proposal Form

The bid form is attached to this proposal.

4.0 Bid Submittal Instructions

Proposals must be submitted to the City of Fort Atkinson by **October 11, 2024 at 12 PM** via email to the City's Engineer – Andy Selle at aselle@fortatkinsonwi.gov. An email acknowledgement will be returned upon receipt. Bid results will be shared with all bidders. This is an open solicitation. Only the bid form should be returned with the information requested.

5.0 Proposal Evaluation

The contract will be awarded to the lowest responsible bidder, with unit costs averaged across all bid items.

Questions can be directed to the City Engineer – Andy Selle. Questions asked less than 3 days prior to the proposal deadline may not be answered.

Andy Selle
920.397.9901
aselle@fortatkinsonwi.gov

Fort Atkinson Municipal Building
101 N Main Street
Fort Atkinson, WI 53538

BID FORM

ITEM	U of M	APPROX. QTY	UNIT PRICE
2024 CLEAN AND INSPECT STORM INFRASTRUCTURE	LF	+/- 23,000 LF	\$
2024 CLEAN AND INSPECT SANITARY INFRASTRUCTURE	LF	+/- 16,700 LF	\$

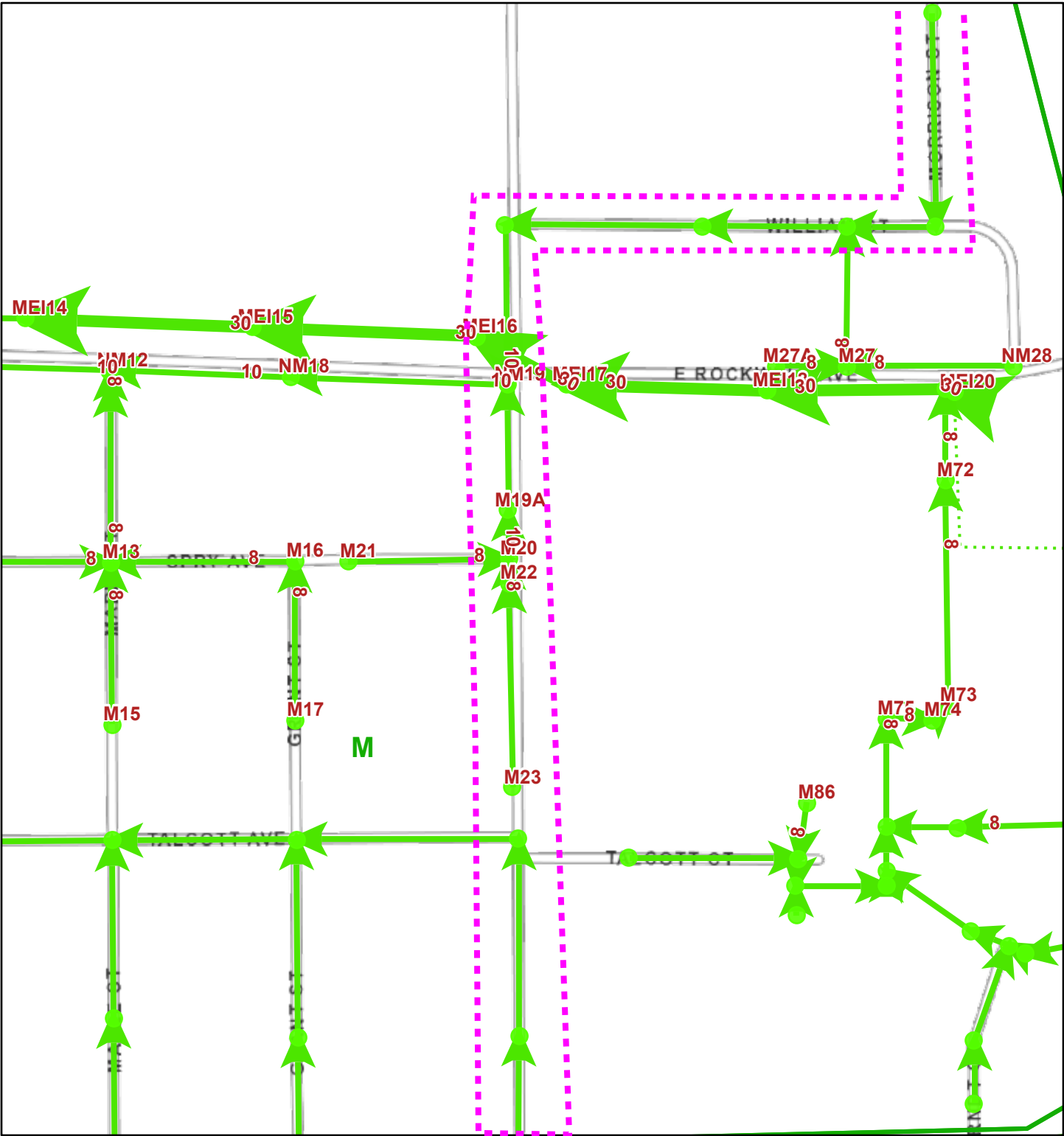
ITEM	U of M	MIN. TRIP QTY	UNIT PRICE
2025 CLEAN AND INSPECT STORM INFRASTRUCTURE	LF	LF	\$
2025 CLEAN AND INSPECT SANITARY INFRASTRUCTURE	LF	LF	\$

SIGNATURE OF PRINCIPAL:

COMPANY NAME:

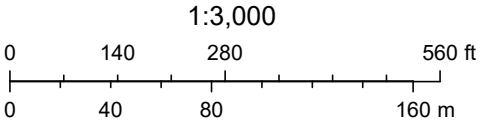
DATE:

City of Fort Atkinson

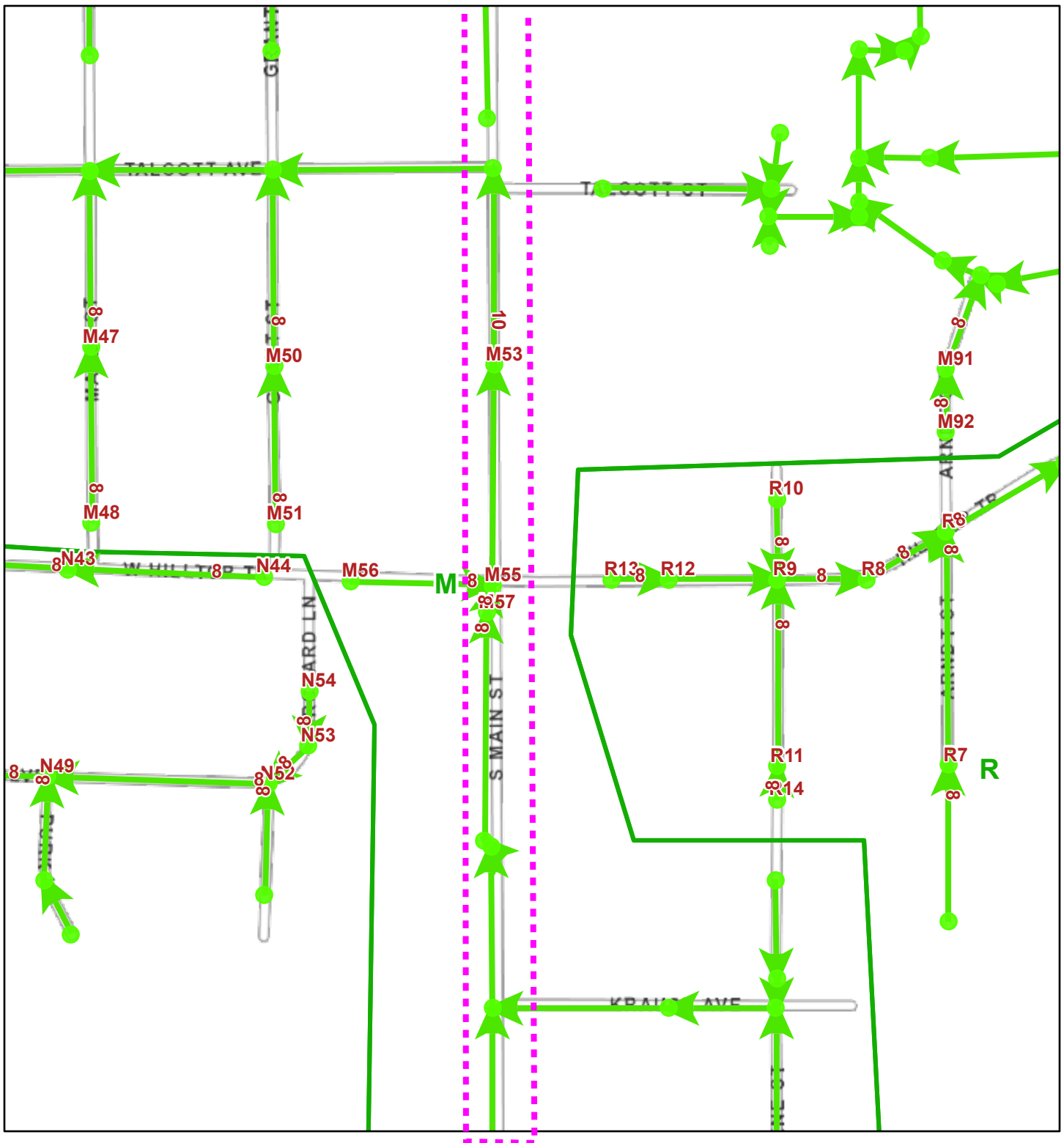


10/4/2024, 8:54:11 AM

- Sanitary: Sanitary Manhole
- Interceptor
- Sanitary: Gravity Main
- Other
- Main
- ▭ Sewershed Boundaries



City of Fort Atkinson



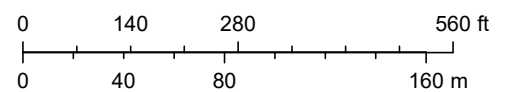
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- Sanitary: Sanitary Manhole

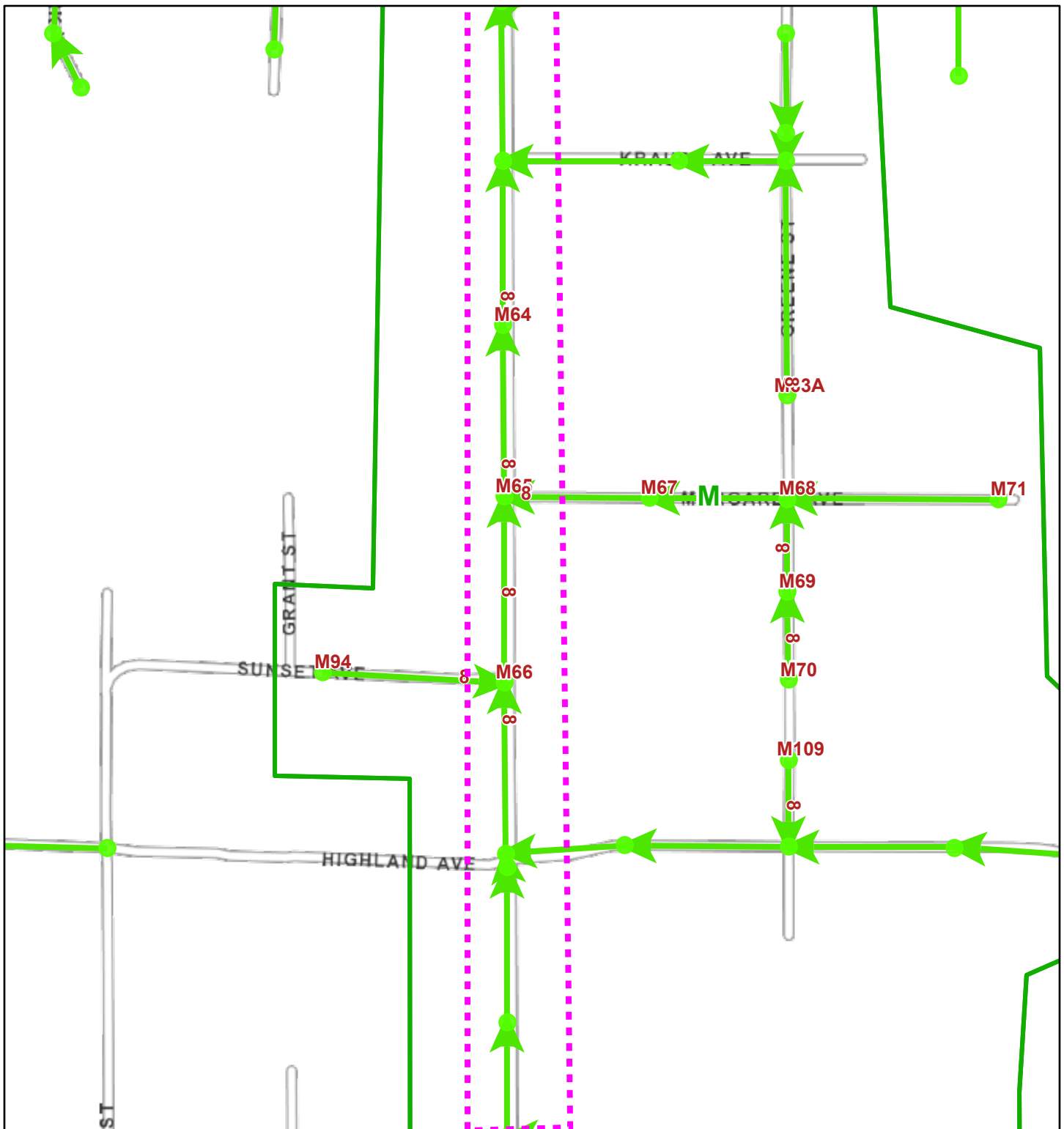
Sanitary: Gravity Main

 Sewershed Boundaries

1:3,000



City of Fort Atkinson



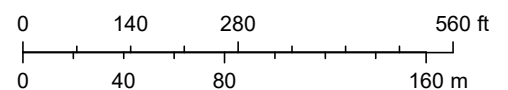
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- Sanitary: Sanitary Manhole

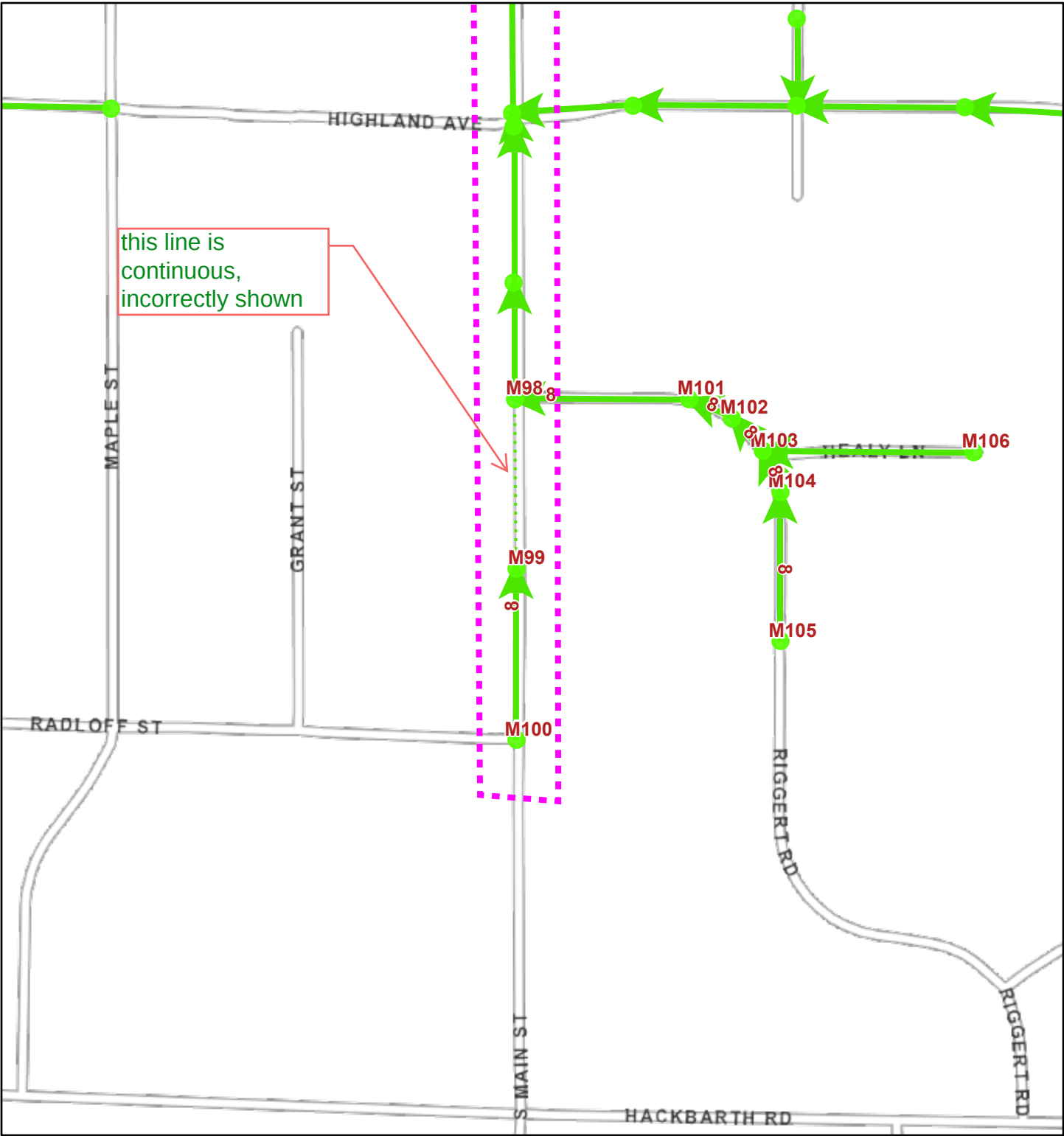
Sanitary: Gravity Main

 Sewershed Boundaries

1:3,000

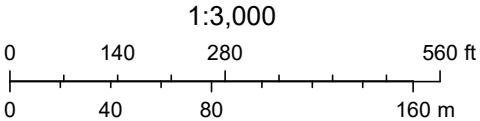


City of Fort Atkinson

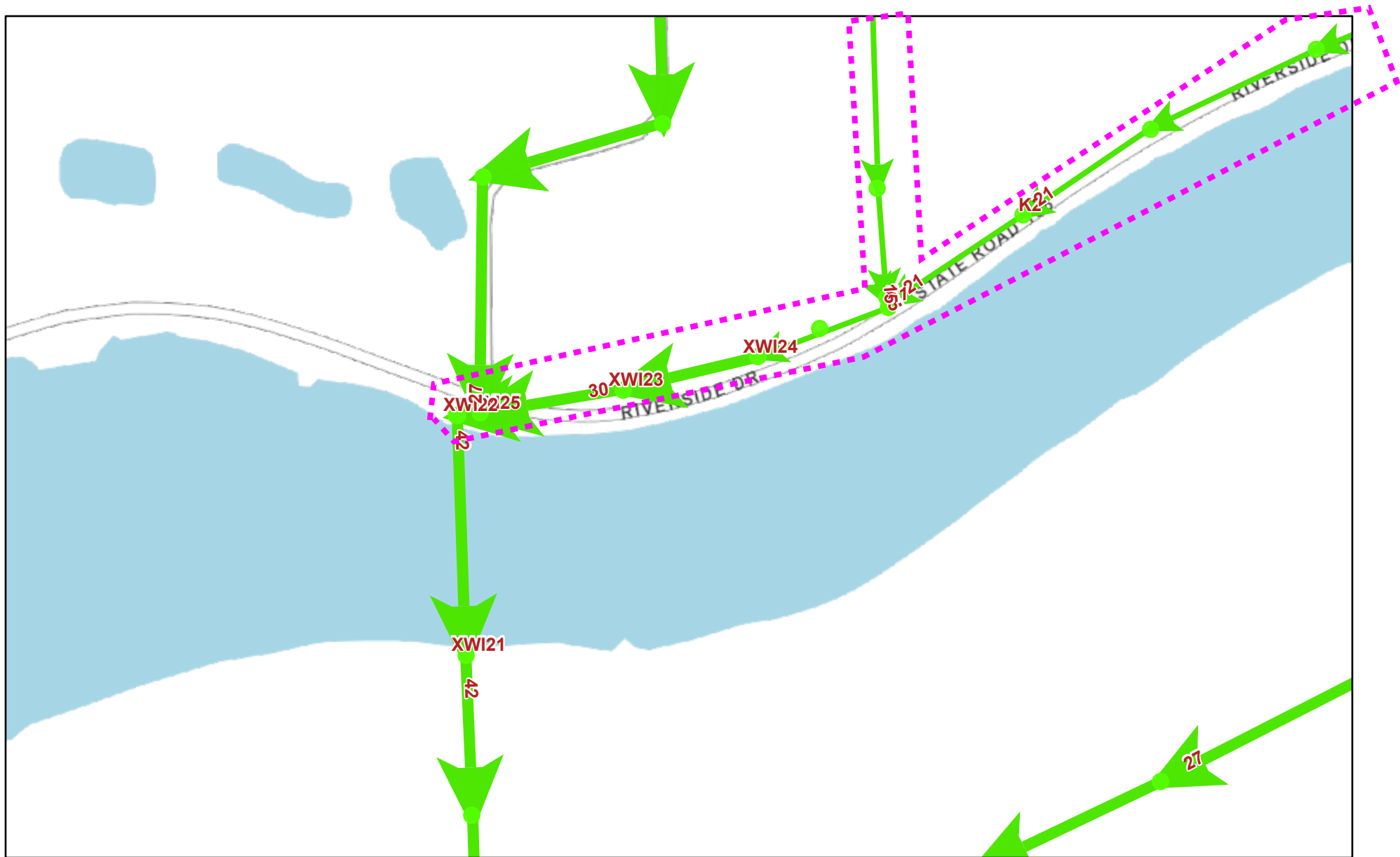


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- Sanitary: Sanitary Manhole
- Sanitary: Gravity Main
- ➔ Main
- Other

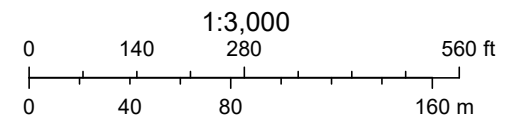


City of Fort Atkinson

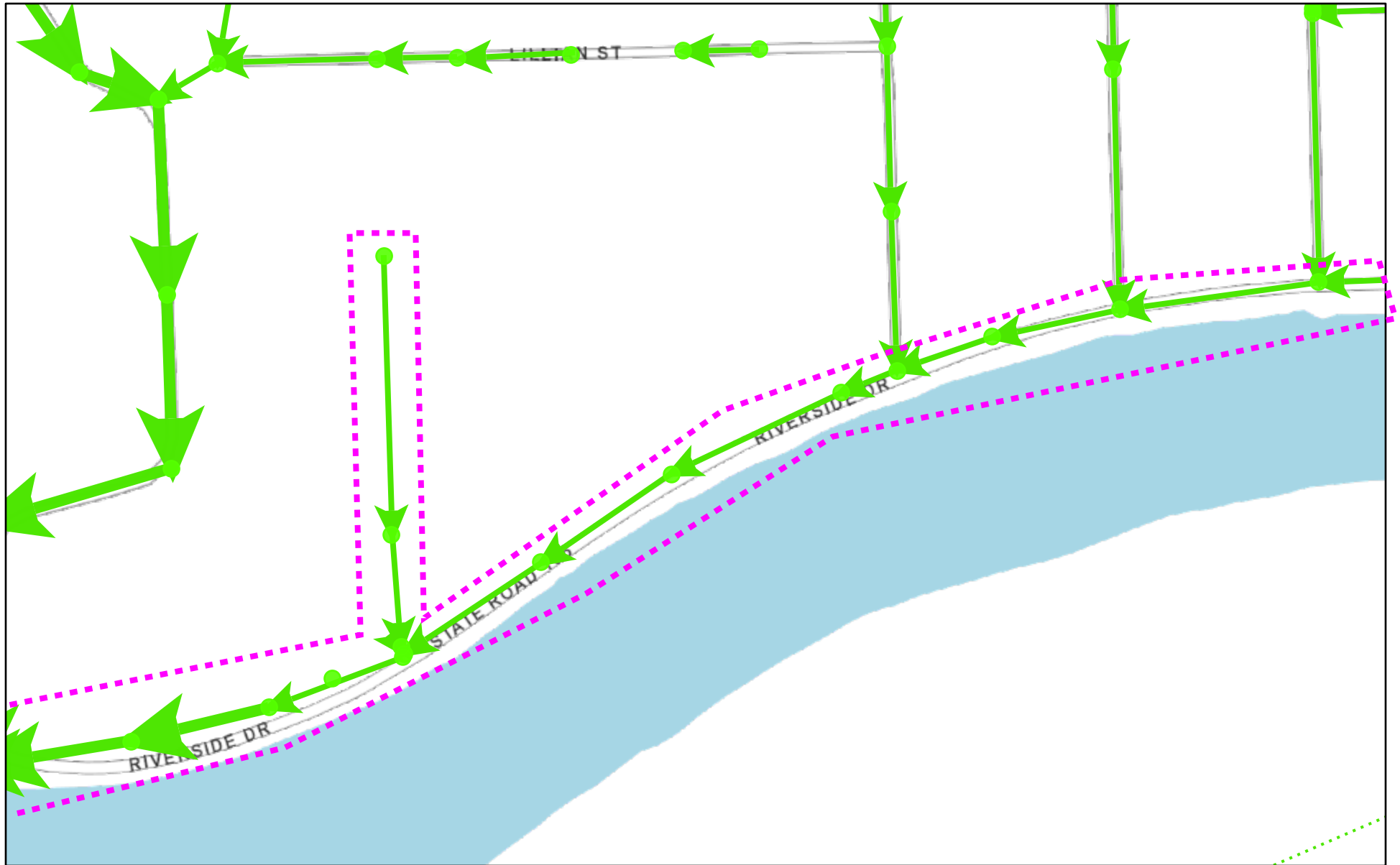


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- Sanitary: Sanitary Manhole
- Sanitary: Gravity Main
- Main
- Interceptor
- Other

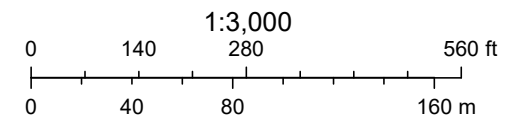


City of Fort Atkinson

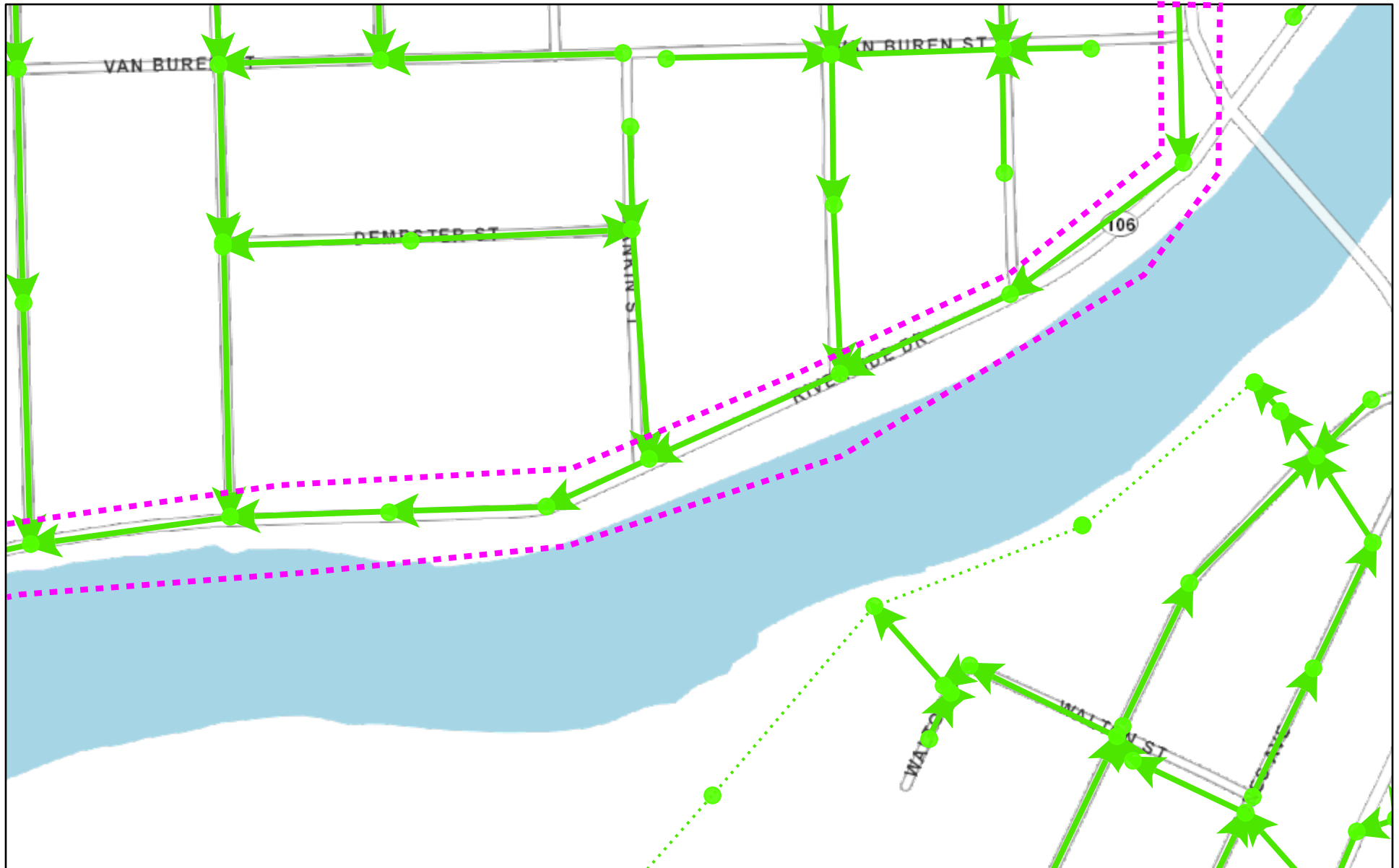


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- ▶ Interceptor
- Sanitary: Gravity Main
- Other
- ▶ Main

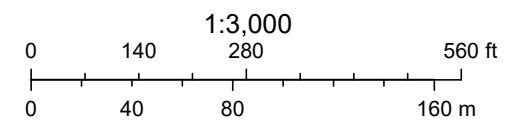


City of Fort Atkinson

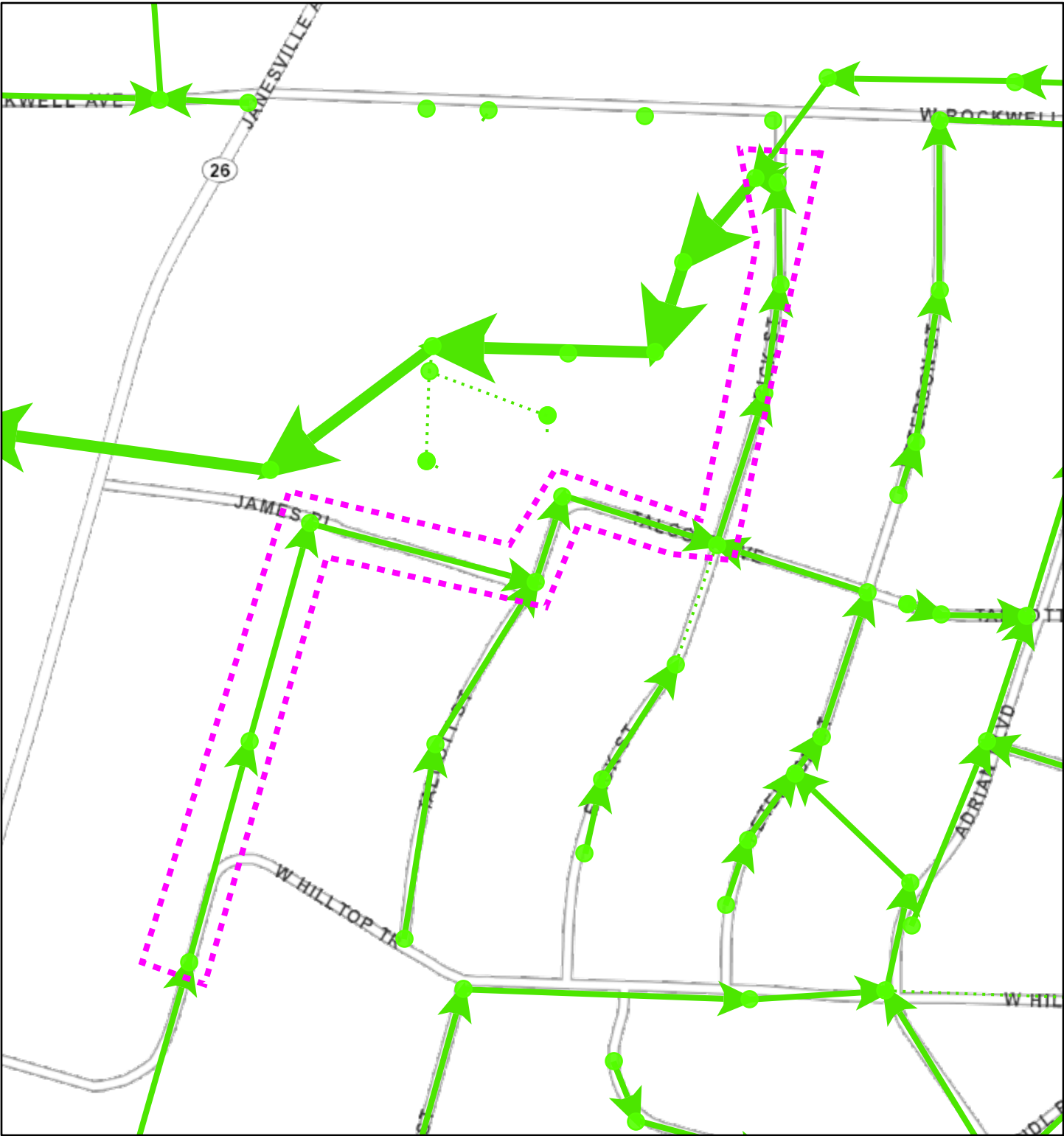


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- Other
- Sanitary: Gravity Main
- ➔ Main

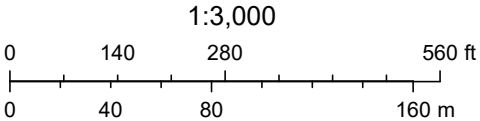


City of Fort Atkinson

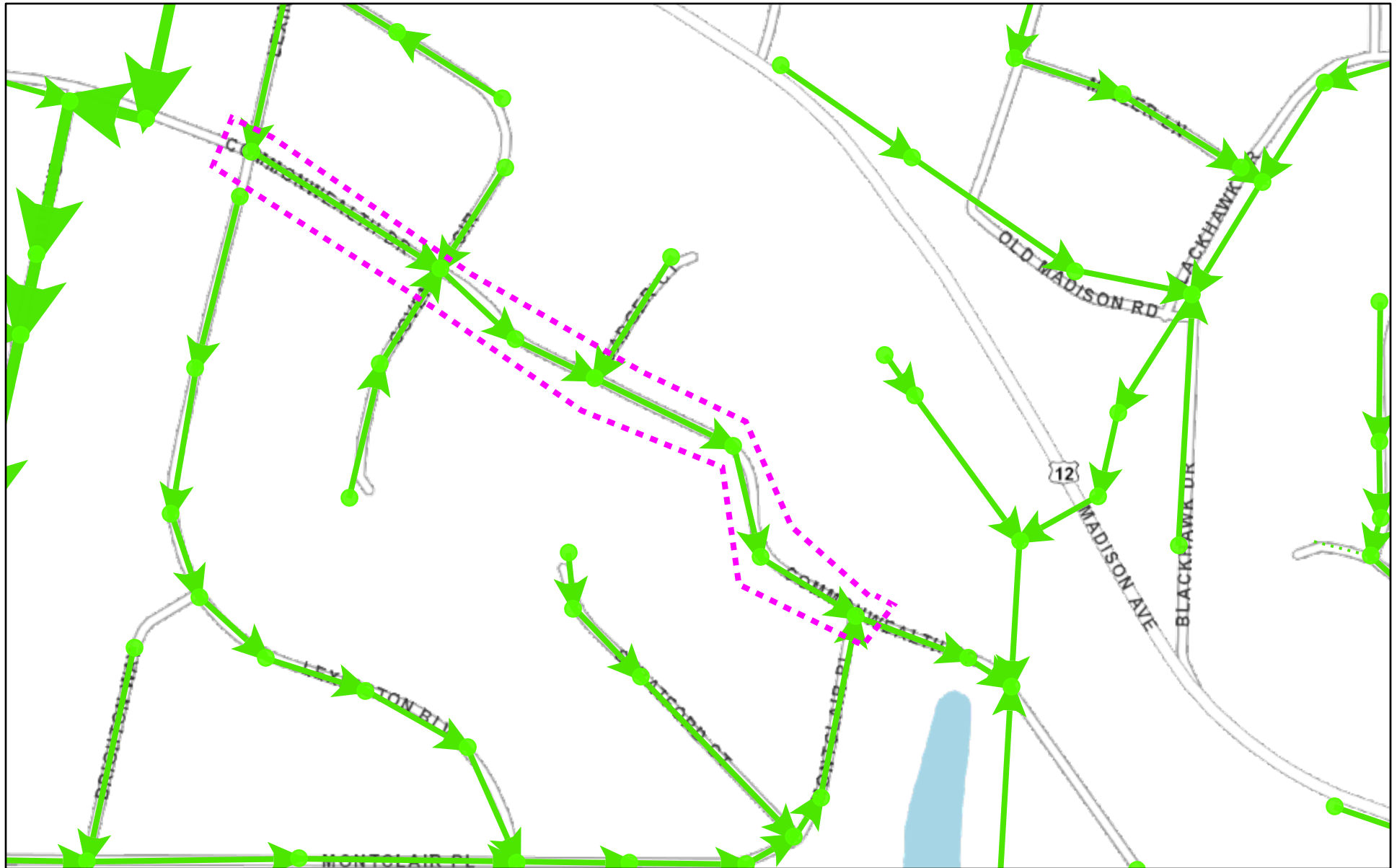


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- Sanitary: Sanitary Manhole
- Sanitary: Gravity Main
- Main
- Interceptor
- Lateral
- Other

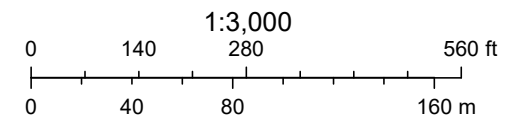


City of Fort Atkinson



10/4/2024, 9:01:20 AM

- Sanitary: Sanitary Manhole
- Interceptor
- Sanitary: Gravity Main
- Main
- Other



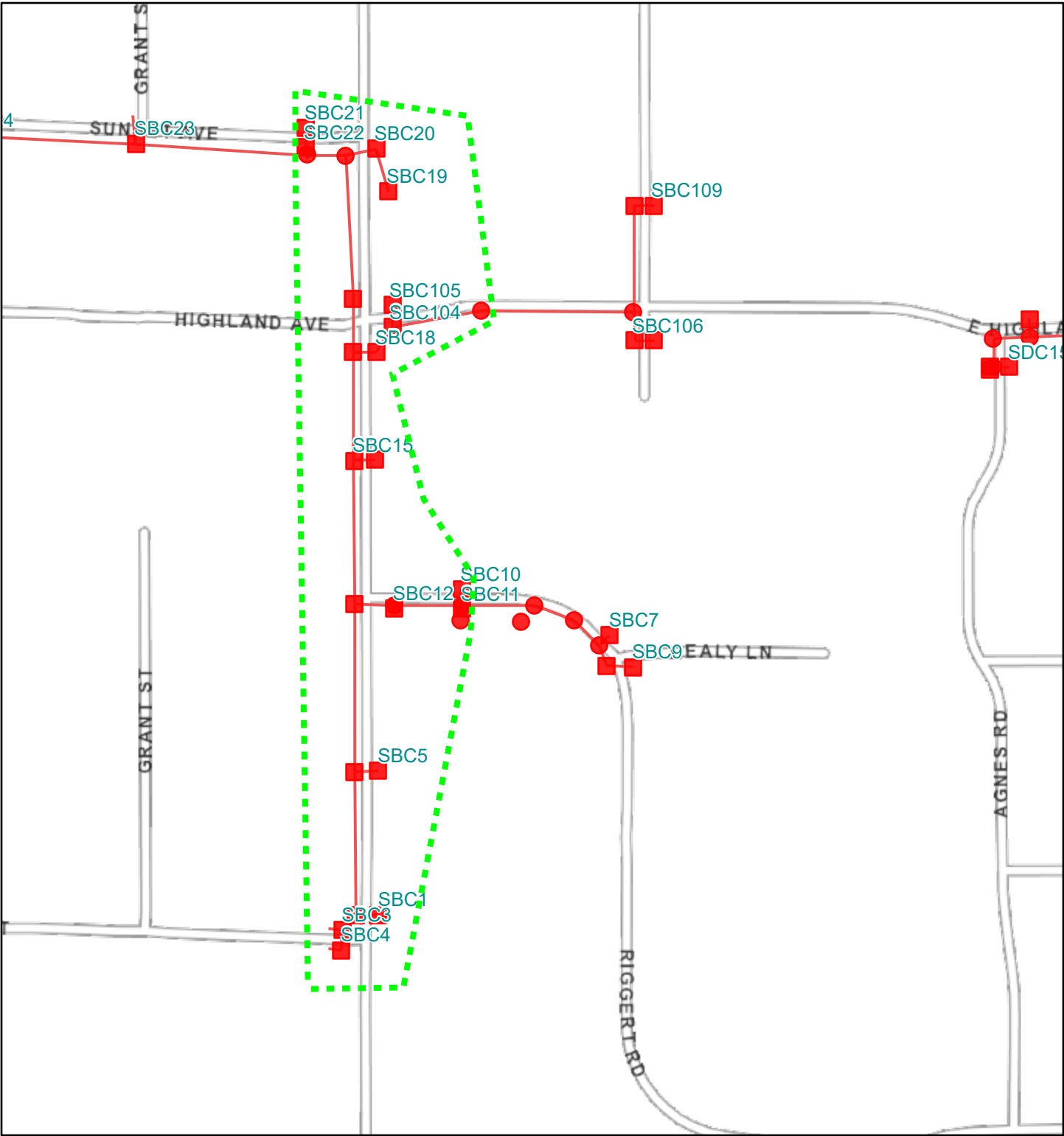
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0 140 280 560 ft

0 40 80 160 m

Distance: 262 ft

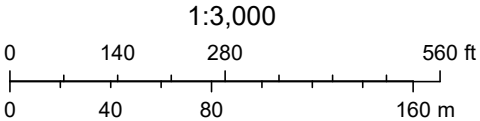
City of Fort Atkinson



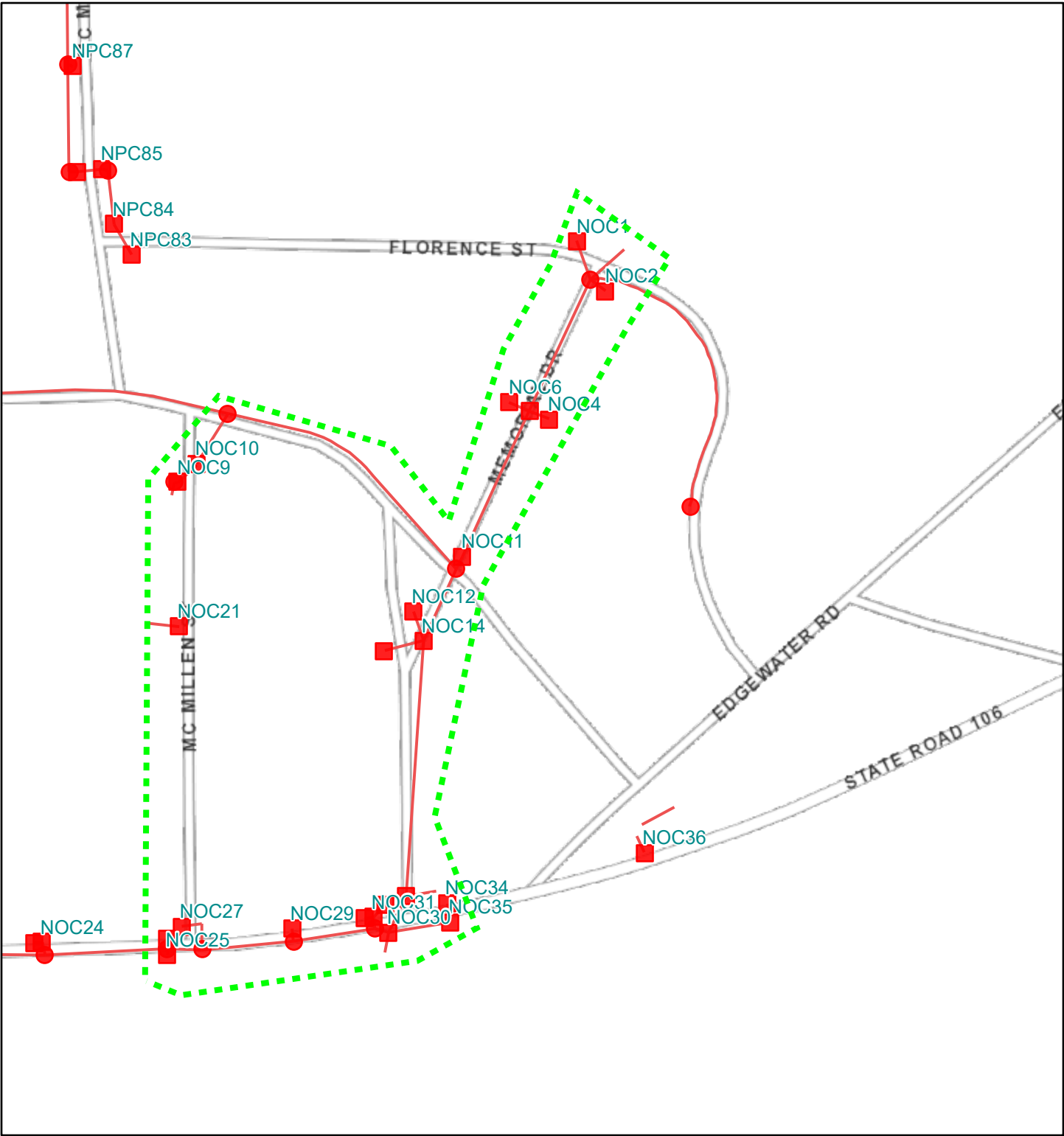
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Storm: Storm Main

- Other
- Storm: Storm Manhole
- Storm: Catch Basin



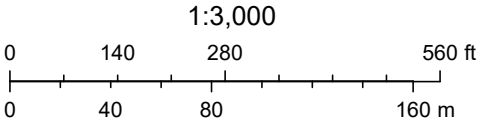
City of Fort Atkinson



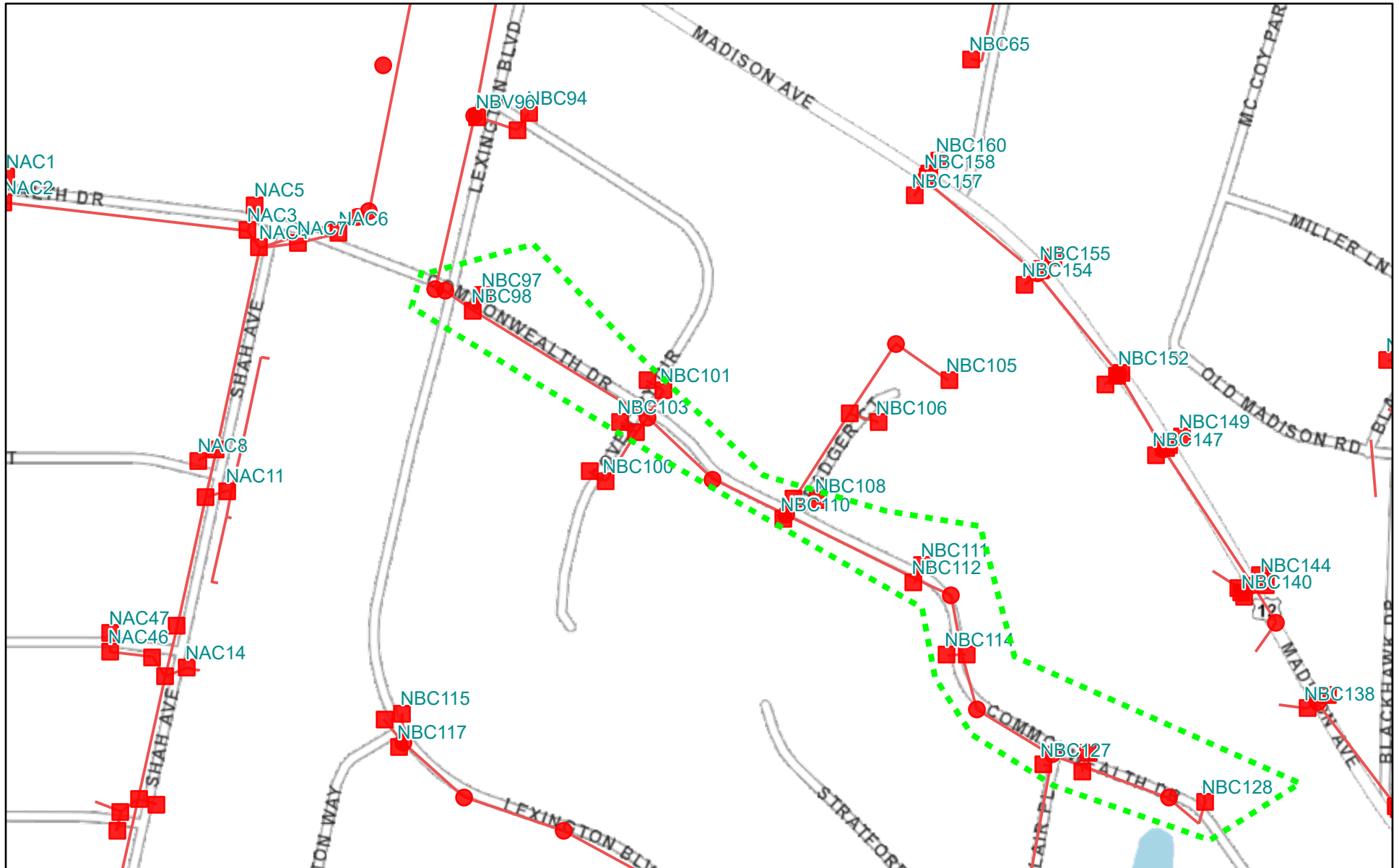
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Storm: Storm Main

- Other
- Storm: Storm Manhole
- Storm: Catch Basin



City of Fort Atkinson



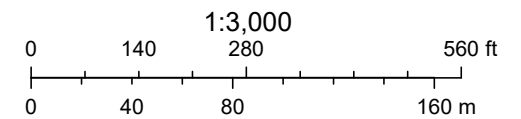
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Storm: Storm Main

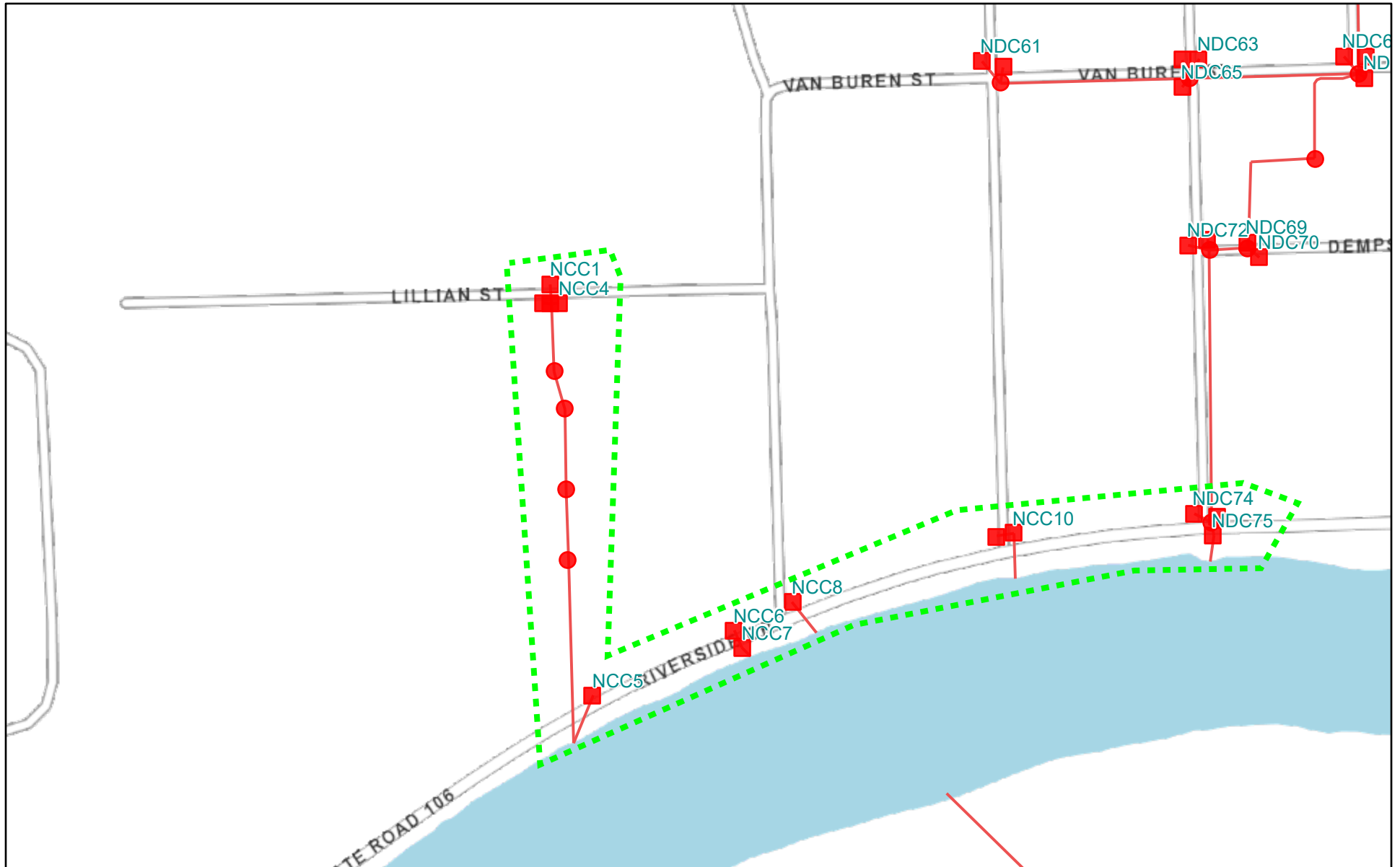
Other

● Storm: Storm Manhole

■ Storm: Catch Basin



City of Fort Atkinson



10/3/2024, 3:11:28 PM

Storm: Storm Main



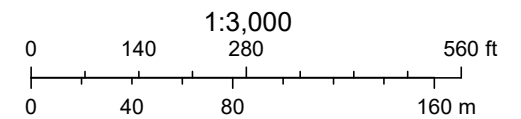
Storm: Storm Manhole



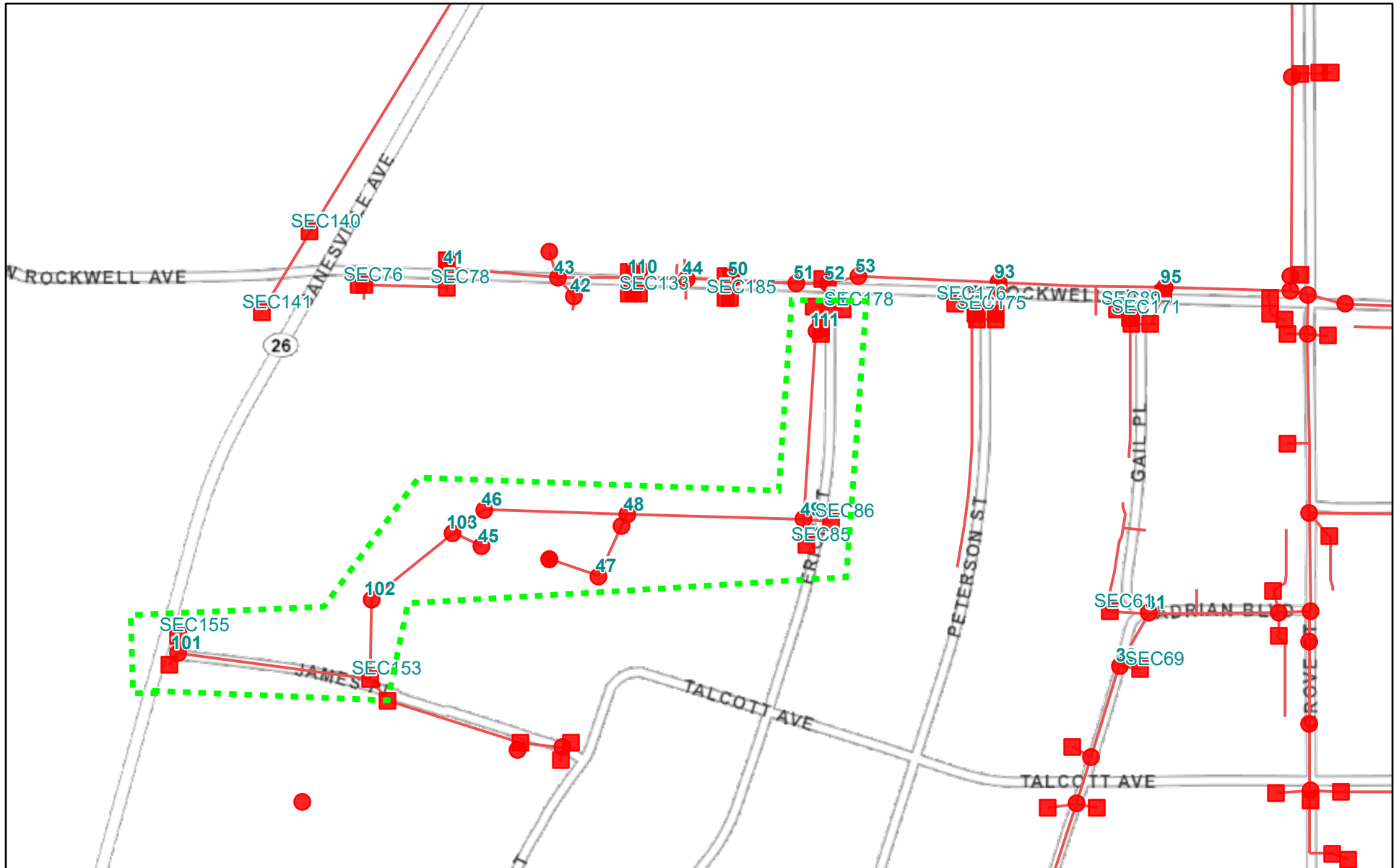
Other



Storm: Catch Basin



City of Fort Atkinson



10/3/2024, 3:22:39 PM

Storm: Storm Main



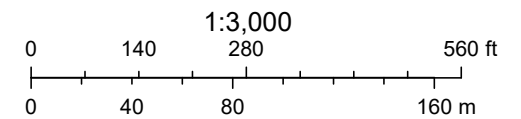
Storm: Storm Manhole



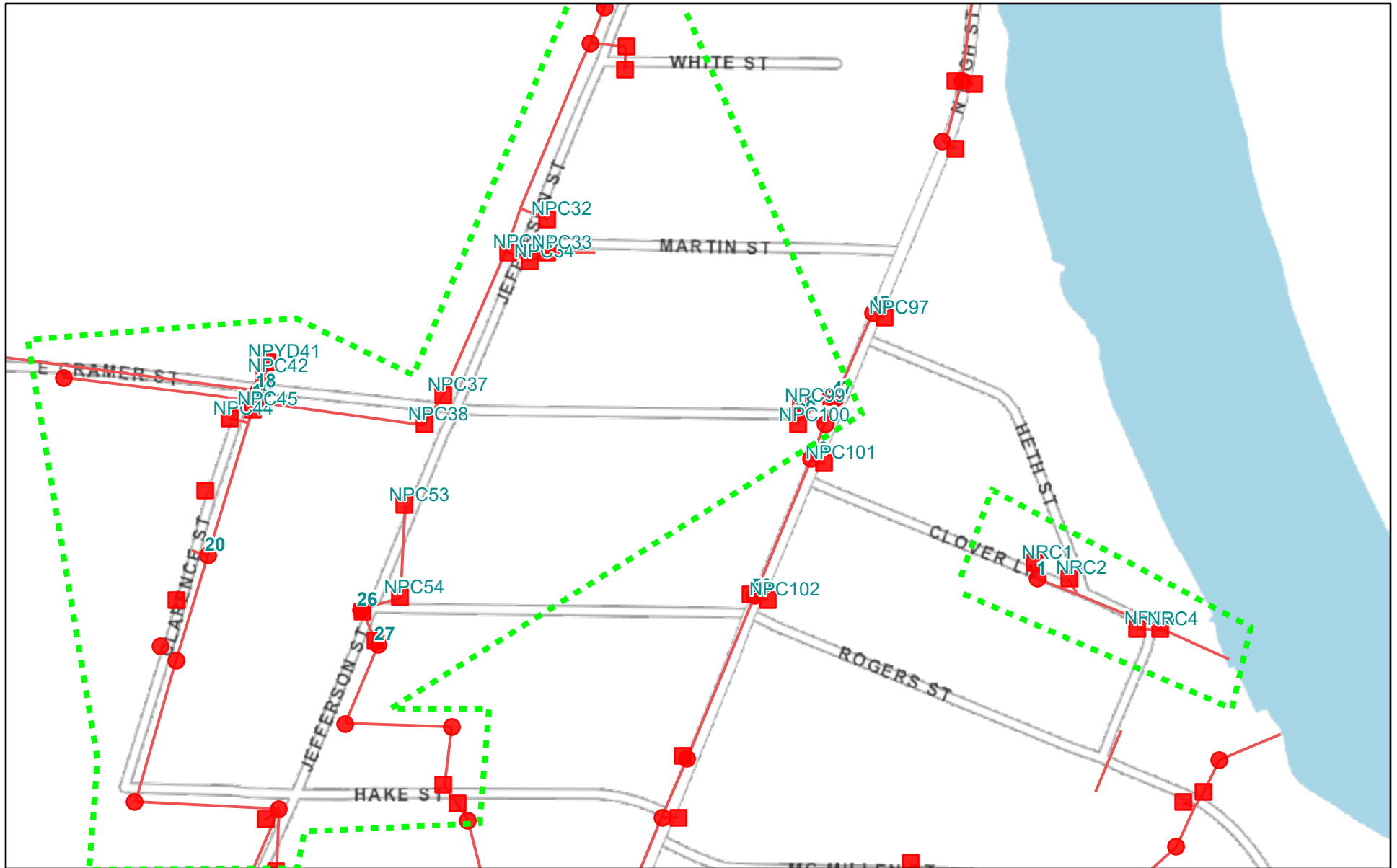
Other



Storm: Catch Basin



City of Fort Atkinson



10/3/2024, 3:19:29 PM

Storm: Storm Main



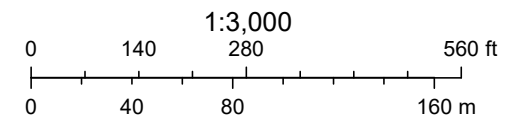
Storm: Storm Manhole



Other



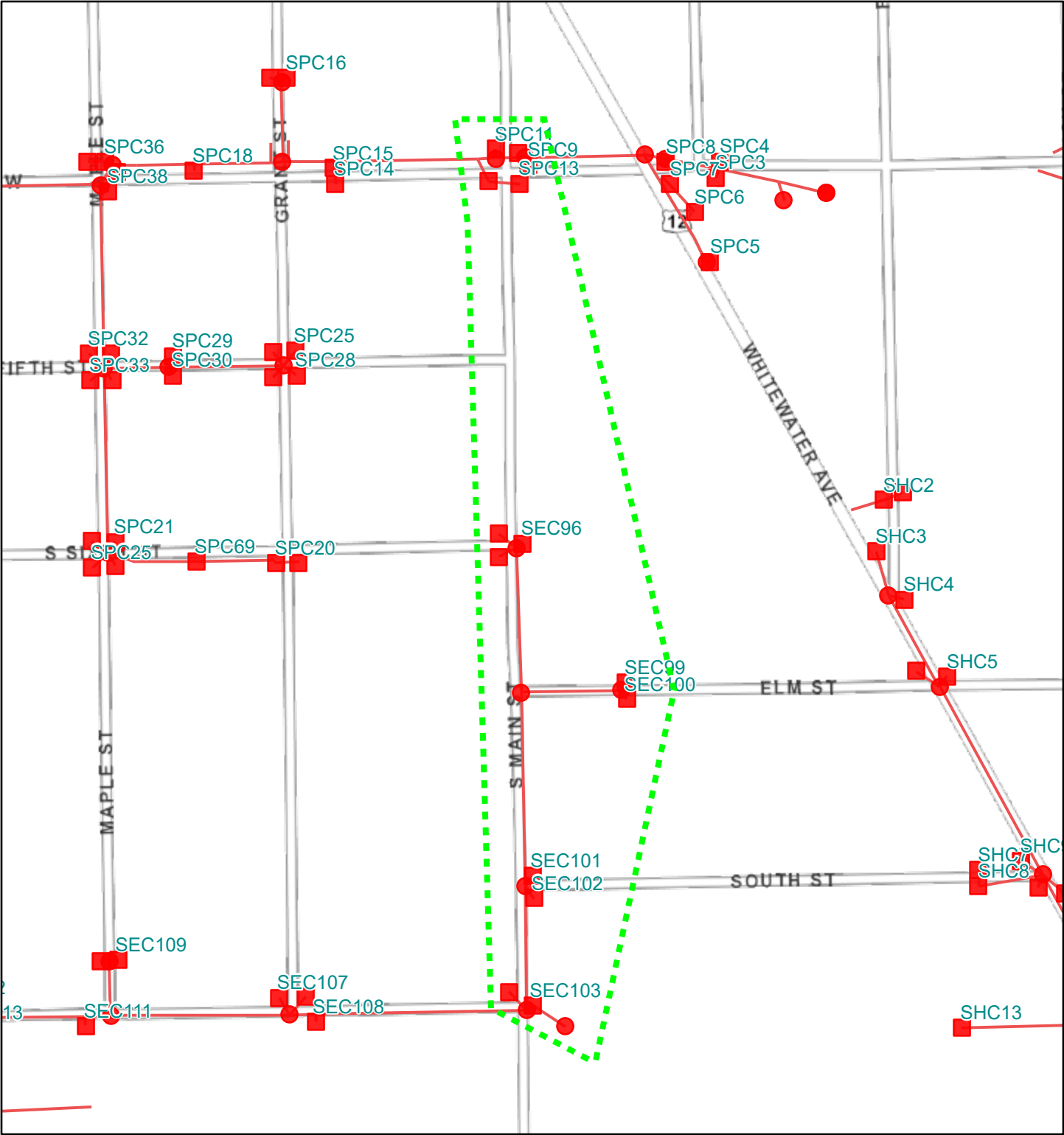
Storm: Catch Basin



City of Fort Atkinson



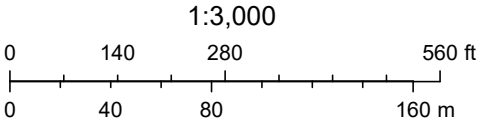
City of Fort Atkinson



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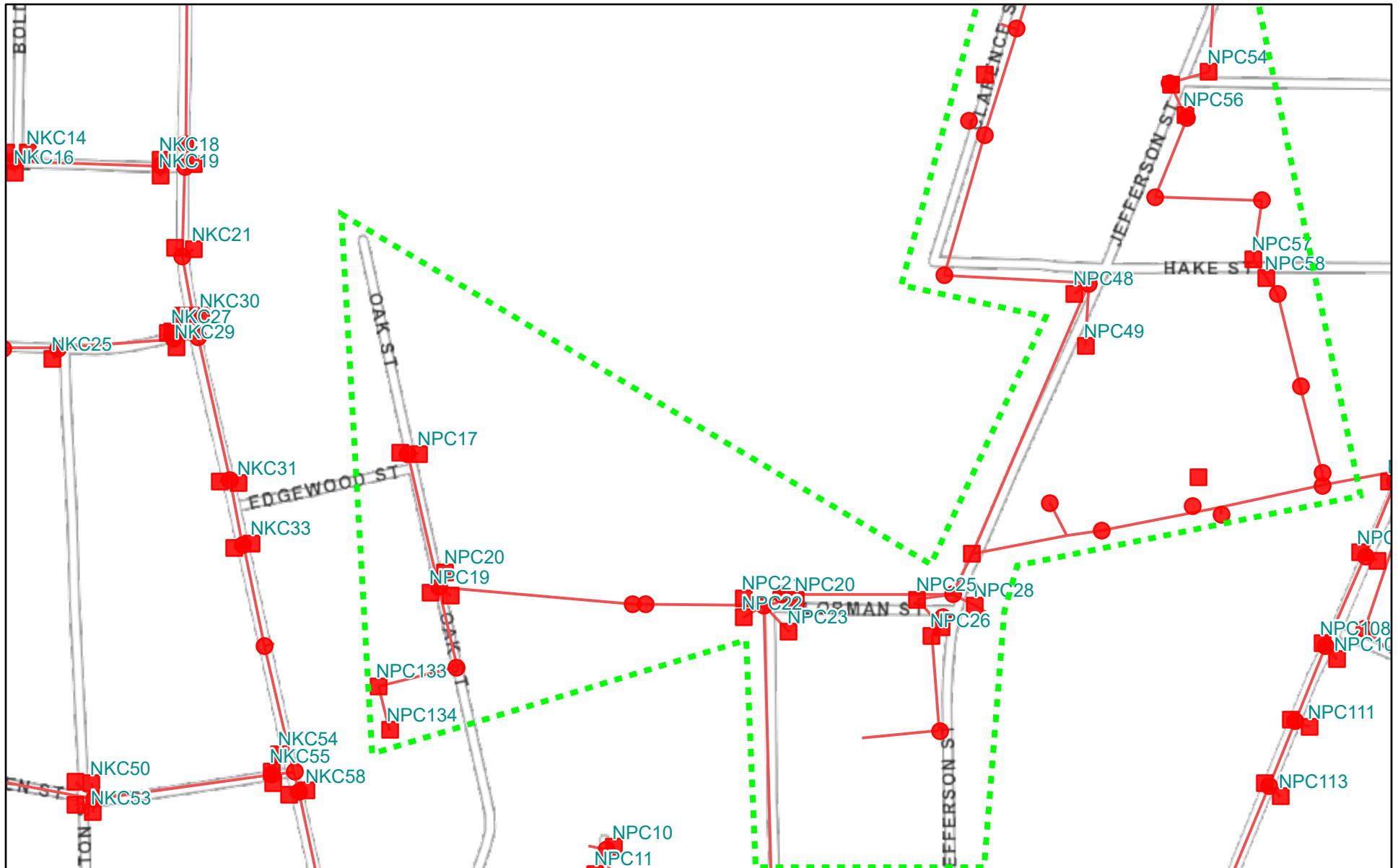
Storm: Storm Main

- Other
- Storm: Storm Manhole
- Storm: Catch Basin



This map illustrates the patrol routes and incident locations within the 149th Precinct of the New York City Police Department. The precinct is bounded by the Hudson River to the east, the Harlem River to the north, and the Westchester County line to the west. The map shows several streets, including 149th St, 150th St, 151st St, 152nd St, 153rd St, 154th St, 155th St, 156th St, 157th St, 158th St, 159th St, 160th St, 161st St, 162nd St, 163rd St, 164th St, 165th St, 166th St, 167th St, 168th St, 169th St, 170th St, 171st St, 172nd St, 173rd St, 174th St, 175th St, 176th St, 177th St, 178th St, 179th St, 180th St, 181st St, 182nd St, 183rd St, 184th St, 185th St, 186th St, 187th St, 188th St, 189th St, 190th St, 191st St, 192nd St, 193rd St, 194th St, 195th St, 196th St, 197th St, 198th St, 199th St, 200th St, 201st St, 202nd St, 203rd St, 204th St, 205th St, 206th St, 207th St, 208th St, 209th St, 210th St, 211th St, 212th St, 213th St, 214th St, 215th St, 216th St, 217th St, 218th St, 219th St, 220th St, 221st St, 222nd St, 223rd St, 224th St, 225th St, 226th St, 227th St, 228th St, 229th St, 230th St, 231st St, 232nd St, 233rd St, 234th St, 235th St, 236th St, 237th St, 238th St, 239th St, 240th St, 241st St, 242nd St, 243rd St, 244th St, 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City of Fort Atkinson



10/3/2024, 3:54:43 PM

Storm: Storm Main



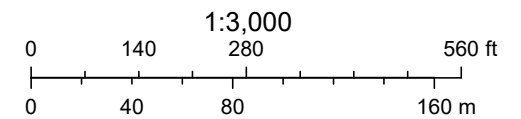
Storm: Storm Manhole



Other



Storm: Catch Basin



BID FORM

ITEM	U of M	APPROX. QTY	UNIT PRICE
2024 CLEAN AND INSPECT STORM INFRASTRUCTURE	LF	+/- 23,000 LF	\$1.92
2024 CLEAN AND INSPECT SANITARY INFRASTRUCTURE	LF	+/- 16,700 LF	\$1.65

ITEM	U of M	MIN. TRIP QTY	UNIT PRICE
2025 CLEAN AND INSPECT STORM INFRASTRUCTURE	LF	3,000 LF	\$1.98
2025 CLEAN AND INSPECT SANITARY INFRASTRUCTURE	LF	3,500 LF	\$1.71

SIGNATURE OF PRINCIPAL: *Adam W. Tierney*

COMPANY NAME: Aqualis

DATE: 10-11-2024



MEMORANDUM

DATE: October 15, 2024

TO: Fort Atkinson City Council

FROM: Minetta Lippert

RE: Review and possible action relating to the purchase of luxury vinyl plank flooring for the library at a cost not to exceed \$9,179 from Adair Commercial Flooring from the 2024 CIP (Lippert, Library Director)

BACKGROUND

Staff identified the need for replacement flooring in the Dwight Foster Public Library's computer lab. The lab's hard flooring is the top priority for replacement because it is significantly stained and buckled in several locations. The current floor presents a tripping hazard. Luxury vinyl tile (or luxury vinyl planks) is a sustainable flooring material that will hold up to the wear and abuse seen in public buildings.

DISCUSSION

After talking with several area libraries that recently replaced flooring, staff sought proposals for the project from three companies: Adair Commercial Flooring in New Berlin, BSI in Waukesha, and JM Carpets in Fort Atkinson. The proposals are included with this memo for review.

All three companies described similar work processes, although one company did not include moving furniture in the cost estimate.

Company	Cost	Notes on Furniture
Adair Commercial Flooring	\$8,679 + \$500 = \$9,179	\$500 for furniture removal; provided in an email
JM Carpets Flooring Design Center	\$9,917	Verbal confirmation of inclusion of furniture removal
BSI	\$9,779	Excludes furniture removal

The cost to replace the flooring with Adair Commercial Flooring is \$8,679 plus \$500 for furniture moving for a total of \$9,179, which is the lowest cost of the three proposals. Adair will

demo and dispose of flooring in the second floor computer lab and install 910 square feet of Karndean LVP flooring in the second floor computer and library shelving. The proposal includes skim coating to encapsulate old adhesive and preparing subfloor for new flooring. The project is estimated to take three to four days.

FINANCIAL ANALYSIS

The City of Fort Atkinson's 2024 Capital Improvement Plan includes a budgeted amount of \$12,000 to replace the library's carpeting and/or flooring. Capital projects at the Library are generally reimbursed to the City through the Library Trust held with Edward Jones.

Wisconsin Statute 43.58(1) states "The library board shall have exclusive control of the expenditure of all moneys collected, donated, or appropriated for the library fund." In general practice, this means that once revenues (levied by the City, donated, or allocated by the County) are put into the Library Fund, the Board has exclusive control over the associated expenditures. Given the language in the statute, Library and City staff discussed appropriate approval processes as part of this and other similar projects. The City's Financial Stability Guidelines indicate that purchases over a certain threshold must be approved by the City Council. While Library expenditures within the Library fund are generally outside the purview of the City Council, it is important to note that the City serves as the Library's fiscal agent, which includes processing accounts payable, accounts receivable, employee payroll and benefit administration, and other internal services. Due to this relationship and the fact that the City pays for these projects, with reimbursement from the Library Fund and/or Trust, it is necessary for the City Council to approve the project so that the City staff can provide funding.

The Library Board will review this item at their meeting on Monday, October 14, 2024.

RECOMMENDATION

Subject to the approval of the project by the Dwight Foster Library Board, staff recommends the City Council approve the proposal from Adair Commercial Flooring for library flooring at a cost not to exceed \$9,179, as outlined in the 2024 CIP and to be reimbursed to the City from the Library Trust.

ATTACHMENTS

1. Adair Customer Proposal for Flooring Services 2024 - Dwight Foster Public Library
2. JM Carpets Computer Lab estimate 10032024
3. BSI computer lab floor estimate 09262024

ADAIR COMMERCIAL FLOORING
16601 W GLENDALE RD ♦ NEW BERLIN WI 53151
PHONE: 262-780-0500 ♦ FAX: 262-641-2222
www.adaircommercialflooring.com

PROPOSAL FOR FLOORING SERVICES

Date: <u>09/12/24</u>	Bid For: <u>Job/Project Name (if any) and Address:</u>
To: <u>Dwight Foster Public Library</u>	<u>Same – First floor vestibule, hallway to</u>
<u>Attn: Minetta Lippert</u>	<u>bathrooms, bathroom vestibule, main</u>
<u>209 Merchants Ave</u>	<u>desk / childrens area & 2nd floor computer</u>
<u>Fort Atkison, WI 53538</u>	<u>lab</u>
	<u>Property Owner Name:</u>

BWG Services, Inc dba Adair Commercial Flooring (“Adair”) proposes to furnish and install labor and materials as follows:

- A. Demo and dispose to Adair provided dumpster existing cork resilient flooring from rooms noted above. Furnish & install approximately 3,680 sf of Karndean LVP flooring per plan & cut tight to existing base and library shelving. Proposal includes skim coating to encapsulate old adhesive and prepare subfloor for new flooring.

Total \$ 33,493

Alternate to demo and dispose flooring in only the 2nd floor computer lab and install 910 sf of Karndean LVP flooring per plan & cut tight to existing base and library shelving. Proposal includes skim coating to encapsulate old adhesive and prepare subfloor for new flooring.

Total \$ 8,679

Proposal is based on first shift work, Monday – Friday

Exclusions: Floor fill beyond minor cracks, minor holes NTE ¼”, Asbestos conditions, unforeseeable conditions that may be found after old flooring is removed, cleanup after other trades, removal of old flooring, floor skimming, deep floor filling, furniture moving, electronic devices or wires, moisture remediation of any type, hydrostatic pressure issues unless otherwise noted above.

SPECIAL INSTRUCTIONS: _____

- B. **CONTRACT SUM AND PAYMENT:** Subject to any modification for extras or changes, labor and materials will be furnished in accordance with the above specifications for the sum of **\$ TBD based on option selected from above**. A down payment of **N/A** shall be made upon the signing of this contract. The final payment shall be due upon completion. Time is of the essence as to all terms of payment. Customer/Owner is responsible for payment in full for the services provided, including but not limited to any written change orders. If payment is not received in a timely manner, Adair shall be entitled to stop work and/or extend the time for completion of the project.
- C. **CONSTRUCTION TIME:** Subject to any delays, extras or changes as provided in paragraphs 4 and 5 of the Terms and Conditions on the following pages, Adair shall commence work on: TBD and shall complete its work by: TBD
- D. This Proposal submitted by Adair remains valid for thirty (30) days from the date listed above. Adair retains the right to cancel or modify this Proposal at any time prior to Adair’s receipt of signed acceptance.

Acceptance:

The prices, specifications, terms and conditions of this Proposal, as stated above and on the following pages, are satisfactory and are hereby accepted. Adair is authorized to do the work specified and the Customer/Owner agrees to make payment pursuant to this Proposal and the terms and conditions on the following pages. General Contractor has had a full and fair opportunity to review this Proposal and has fully and completely read and understands this Proposal, including the terms and conditions on the following pages in its entirety along with any attachments hereto and

understands by executing this document the Proposal will become a firm agreement between the parties. By signing below, the undersigned certifies that he/she is authorized and empowered to enter into this agreement on behalf of the above-named Owner/ Customer

See Terms and Conditions on Following Pages.

TERMS AND CONDITIONS

1. GENERAL: If any purchase order or any other document is assigned to this order by Owner/ Customer or others and notwithstanding any provision in such purchase order or other document to the contrary, it is agreed and understood that only the terms of this Proposal will prevail.
2. COMMENCEMENT DATE: The commencement date set forth by Adair is approximate, based on conditions existing at the time the Proposal is made based on factors and circumstances known by Adair at the time the Proposal is made and are contingent upon the Owner/ Customer promptly supplying all necessary information or documentation to Adair and timely acceptance of this Proposal. This Proposal is based on a continuous installation basis as opposed to multi-phases.
3. PAYMENT TERMS AND INTEREST: Payment is due in full within thirty (30) days of the date of Adair's invoice. Any unpaid balance after said thirty (30) days will bear interest at the rate of eighteen percent (18%) per annum from the invoice date.
4. DELAYS: Adair shall not be responsible for any delays caused by strikes, accidents, fires, weather conditions, or any causes unavoidable or beyond Adair's control. Adair will give General Contractor notice of reasons beyond Adair's control for any delay in performance and when the work will begin or be completed. In the event of such a delay, the date for completion of Adair's work will be extended by the time necessitated by the delay. If Adair experiences an increase in cost as a result of a delay, Adair shall notify Owner/ Customer of such increase and Owner/Customer shall be responsible for said increased costs.
5. CHANGE ORDERS: This Proposal contains the entire agreement between the parties. Any and all changes from this Proposal which shall require additional labor and/or additional or different materials shall be treated as extras and will be executed only upon written orders for the same signed by at least one representative of each party to this Proposal and will become an extra charge over the sum provided for in this Proposal and may extend the date for completion of Adair's work.
6. TAXES: Unless otherwise agreed to in writing by Adair, Adair's prices do include Use taxes for Furnished and installed proposals. The Owner/Customer agrees to pay any and all taxes including but not limited to sales tax and further agrees to protect and indemnify Adair from any and all actions arising from Owner/ Customer's failure to pay any taxes or assessments levied or assessed.
7. PERMITS: Unless specifically stated above or otherwise agreed to in writing by Adair, Owner/Customer will obtain any necessary permits or approvals and pay any necessary fees.
8. WARRANTY AND EXCLUSIONS: As the exclusive warranty provided by Adair under this Proposal and conditioned upon Adair's receipt of full and final payment, Adair warrants its labor and workmanship to be free from material defects for a period of one (1) year from the date of completion of Adair's work.

ADAIR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED OR STATUTORILY, WITH RESPECT TO ANY PRODUCTS OR MATERIALS PURCHASED OR UTILIZED IN CONNECTION WITH THIS PROJECT, OR THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE FOR THE RESULTS TO BE OBTAINED FROM THEIR USE. ONLY ADAIR'S PRESIDENT, SCOTT WERNER, HAS THE AUTHORITY TO WAIVE OR CHANGE THIS PROVISION WHICH SHALL APPLY TO ALL SALES AND PROJECTS. IF SUCH WAIVER OR CHANGE IS MADE BY SCOTT WERNER, SAID WAIVER OR CHANGE MUST BE MADE IN WRITING AND SIGNED BY SCOTT WERNER AS PRESIDENT. GENERAL CONTRACTOR AGREES THAT ORAL STATEMENTS, IF ANY, MADE BY ADAIR'S REPRESENTATIVES, ABOUT THE PRODUCTS OR MATERIALS PURCHASED OR STATEMENTS CONTAINED IN ADAIR'S OR OTHERS, INCLUDING MANUFACTURERS, GENERAL ADVERTISING PAMPHLETS, BROCHURES OR OTHER PRINTED MATTER, DO NOT CONSTITUTE WARRANTIES OR REPRESENTATIONS OF ADAIR AND THAT GENERAL CONTRACTOR'S AND/OR OWNERS PURCHASE OF ANY MATERIALS OR PRODUCTS WERE NOT MADE IN RELIANCE UPON THEM. ANY MATERIALS OR PRODUCTS INSTALLED BY ADAIR HAVE NOT BEEN MANUFACTURED BY ADAIR AND ARE SOLD AND INSTALLED ONLY WITH THE WARRANTIES, IF ANY, OF THE MANUFACTURER'S THEREOF.

9. **DAMAGE TO FLOORING: IN NO EVENT SHALL ADAIR BE LIABLE FOR ANY DAMAGES TO THE FLOORING INSTALLED BY ADAIR DUE TO HYDROSTATIC PRESSURE OR Moisture in Subfloor DUE TO OR CAUSED BY ANY PERSON OR ENTITY OTHER THAN ADAIR REPRESENTATIVES.**
10. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Adair be liable for consequential damages arising out of or in connection with this Proposal, including without limitation breach of any obligation imposed on Adair hereunder or in connection herewith. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property including without limitation property handled or processed by the use of the material or product).
11. **INDEMNIFICATION:** Owner/Customer shall indemnify, defend and hold harmless Adair, its owners, employees and subcontractors or suppliers from and against any and all claims, damages, reasonable attorney fees, costs and expenses, which Adair incurs as a result of any claim or claims brought by Owner/Customer or any third party arising out of any wrongdoing, negligence and/or breach of contract by Owner/Customer or any of other subcontractors alleged or otherwise, that is related in any manner whatsoever to the premises where the work is to be performed or involvement with the premises or the services to be provided thereto, including but not limited to personal injuries.
12. **ATTORNEY FEES AND LITIGATION EXPENSES:** In the event Adair commences or becomes involved in any investigation or legal proceeding in any way related to this Proposal, including but not limited to attempts to collect any unpaid balance or enforce any aspect of this agreement, Owner/Customer shall be responsible for all costs or expenses of collection and/or litigation, including reasonable attorney fees incurred by Adair.
13. **GOVERNING LAW AND VENUE:** This agreement shall be construed under and in accordance with the laws of the State of Wisconsin. The parties hereby consent to exclusive venue and personal jurisdiction shall lie in the Circuit Court of Waukesha County, Wisconsin for all disputes arising out of or in any way related to this agreement.
14. **NO IMPLIED WAIVER:** The failure of Adair to require performance by Owner/Customer of any provision of this agreement shall in no way affect Adair's right to require such performance at any time thereunder nor shall the waiver of any breach of any provision of this agreement constitute Adair's waiver of any succeeding breach of the same or any other provision.
15. **SEVERABILITY:** If any provision of this agreement is invalid or unenforceable, the invalid or unenforceable provision should not affect any other provisions and this agreement shall be construed as if the invalid or unenforceable provisions had been omitted.
16. **ASSIGNABILITY:** Adair may assign this agreement to a third party in the event of a sale of substantially all of the assets of Adair.
17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties. It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, express or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. Owner/Customer warrants that the person executing this Agreement and any subsequent change orders, has legal authority to do so. Owner/Customer acknowledges review and approval of the entire Agreement before execution.

We have read this Agreement carefully, including the above terms and conditions, before signing and hereby acknowledge that the above prices, specifications and all of the Agreement terms and conditions are satisfactory and are hereby accepted. By signing below, we further acknowledge receipt of a copy of this Agreement.

Owner/Customer/Authorized Person:

BWG SERVICES, INC. dba ADAIR
COMMERCIAL FLOORING

(Print Company Name)

BY: _____

BY: Scott Werner
Scott Werner, President c 414-520-2600
swerner@adairflooring.net

Printed Name: _____

Date: _____

Date: _____

JM Carpets Flooring Design Center
107 S Main St
Fort Atkinson, WI 53538
920-563-0820

Dwight Foster Public Library
209 Merchants Ave
Fort Atkinson, WI 53538
Attn. Minetta

October 3, 2024

Computer Lab			
Shaw contract Compound & Cast (Color Bisque or Unbound)	820 sf installed	\$7.20	\$5,904.00
Attic stock	64 sf		290.00
Transition strip			48.00
Wood base shoe trim (Stained, finished, and installed)	108 lf		432.00
Remove old flooring and dispose of			2,300.00
Floor prep skimcoat			943.00
Total			\$9,917.00

Unforeseen prep, time and materials.

Jerry Mooren
JM Carpets



September 26, 2024

Project #130840

Dwight Foster Public Library
209 Merchants Avenue
Fort Atkinson, WI 53538
Attn: Minetta Lippert

Proposal for: **2nd Floor Computer Center Flooring**

****CONSTRUCTION PROPOSAL****

BSI is pleased to submit this proposal to furnish labor and materials required to perform all work in accordance with direction / drawings by dated with revisions dated , and the following attachment:

Base Bid Total: \$9,779.00

Terms of Payment

- **1/3 of total due at time of order, 1/3 due at 50% of completion, balance to be invoiced upon project completion.**
- All invoices due within 30 days of invoice date.
- No payment shall be withheld on any invoice because of partial delivery of the entire order.

This proposal is subject to written acceptance within (30) days of its date.
The terms on the attached are expressly made a part of this agreement.

Accepted by	Date	Presented by	Date
Signature		Kathleen Venturini	
		Account Executive	
		BSI (Building Service Inc.)	
Title			

All sales are final upon receipt of signed proposal or customer purchase order issued to BSI, and accepted by an officer of Building Service Inc.

<i>K. Venturini</i>	9-26-24
BSI (Building Service Inc.)	Date
BSI State Contractor License #1096956	
Title	



reinvent the way you work™

Attachment #1 – Description of Work

General Conditions

- Material handling, coordination, job setup and delivery of materials
- Rough and daily cleanup
- Dumpsters as required

Demolition

- Excludes removal of any furniture, furniture to be removed by client prior to work
- Remove and dispose of existing sheet goods flooring
- Existing wood base to remain

New Work

- Provide and minor floor prep and Everseal Primer for new LVT flooring
- Furnish and install new LVT flooring in 2nd Floor Computer Center
- LVT is priced at \$2.79 a square foot allowance
- Pricing is based on one mobilization to site to complete work

General Notes and Exclusions

- ❖ Work to be performed Monday - Friday 7:00 a.m. to 3:30 p.m. unless otherwise stated
- ❖ Excludes premium or overtime pay unless otherwise stated
- ❖ Excludes multi-phased work unless otherwise stated
- ❖ Excludes architectural fees
- ❖ Excludes state and local permits
- ❖ Excludes occupancy permits
- ❖ Excludes moving of existing furniture or electronics
- ❖ Excludes final clean up, BSI will leave the work area "broom clean". Glass will be wiped down upon initial installation. Removal of dirt, dust, fingerprints, and debris, subsequent to installation is not included in BSI's scope of work
- ❖ Excludes any and all sprinkler or fire protection work
- ❖ Excludes any and all electrical work
- ❖ Excludes any and all HVAC work
- ❖ Excludes any and all plumbing work
- ❖ Excludes any and all exterior work
- ❖ Excludes barrier free work including any and all allowances for ADA upgrades that may be required to bring building into code compliance outside of items listed in specific inclusions
- ❖ This proposal includes an allowance of (\$0.00) for minor wall preparation. This does not cover any hidden condition that may be discovered after removal of existing wall covering, or upon field verification of wall conditions. Any additional preparation required will be performed on a time and material basis.
- ❖ Cleaning and waxing of any resilient surface is not recommended until 72 hours after installation
- ❖ Any butt glass joints are secured with adhesive. Exposure to adhesive removing agents, such as ammonia, can release the adhesive and discolor polycarbonate joints
- ❖ On glass walls, installation walk through is to be performed immediately after installation
- ❖ This bid does not cover any hidden conditions that may be discovered after demolition of existing floor, or upon field verification of sub-floor conditions. Any additional preparation required will be performed on a time and material basis
- ❖ Certain modular tile products (including standard and special patterns), and custom broadloom carpets are subject to mill production overruns up to 10%. Overruns will be invoiced for materials only
- ❖ BSI will not warranty installation of any flooring material installed over a chemically abated floor
- ❖ BSI will not warranty installation of new floor covering installed when moisture conditions exceed the manufacturers recommendations

Terms and Conditions

Signature of proposal or receipt of customer purchase order binds client to the following terms and conditions.

Warranty

- All work is warranted by BSI (Building Service, Inc.) to be free from defects in materials or workmanship for a period of twelve (12) months from date of delivery /or substantial completion, or for the length of manufacturers stated warranty (whichever is longest). No agent or representative of BSI is authorized to make any additional representations or warranties unless in writing and made part of these terms and conditions of sale.

Delays

- If delivery cannot be made as scheduled (due to non-BSI related conditions) buyer will pay any applicable warehousing and redelivery charges. The product will be made available for inspection at the designated storage facility and will be invoiced according to original schedule and payment terms.

Safety & Storage

- Purchaser agrees to furnish a safe place for storage of BSI supplies and equipment as well as all furnishings and materials, described herein. In addition, supply without cost; necessary light, heat, power, elevator service and a safe environment for BSI and its associates. BSI associates shall be informed by the owner of all hazardous substances which they may come in contact with at the site.
- The site shall be clean, clear and free of debris prior to commencement of work. Adequate facilities for off-loading, staging, moving and handling shall be provided.
- After arrival at site, any loss or damages by weather, fire or other elements, other trades or buyers' personnel shall be the responsibility of the buyer. Purchaser must notify BSI, in writing, of any claim for damages to goods within 3 days of delivery. In the event of damages BSI reserves the right to repair damaged product or replace the item as deemed appropriate by BSI.

Asbestos/Mold

- In the event it shall be determined or found during the course of BSI's performance of this contract that there is asbestos or mold in the area of the work being so performed, it is understood and agreed that BSI shall discontinue its work until such time as the asbestos or mold is removed by owner and/or general contractor with whom this contract is being made. In the event the asbestos or mold is not so removed or other suitable arrangements are not made, this contract shall then terminate and BSI shall then be paid for the work performed by it up to the time of the termination of its performance. BSI shall not be responsible for the removal, cost of removal or the cost of any construction delays which shall be caused, incurred and/or sustained by reason of the presence of asbestos or mold on the subject premises.
- After asbestos containing materials or mold has been removed by a qualified abatement contractor, the owner shall provide BSI with a written air clearance sample results (as determined by laboratory analysis) that are no greater than 0.01 fibers per cubic centimeter as analyzed by phase contrast microscopy or as accepted by EPA transmission electron microscopy clearance standard.

Changes

- All change orders or proposals for additional work must be signed before work will commence. No credit allowance shall be made for alterations, unless such credit or allowance has been agreed to by BSI in writing.
- All additions, amendments, or changes of any manner whatsoever, subsequent to this contract, shall be now and at all times subject to the provisions, restrictions, limitations, conditions and remedies provided for in this contract, whether or not such orders, additions, amendments or changes be evidenced by further writings.
- In the event a cancellation must be made after this proposal is approved and submitted by the purchaser to BSI, it is understood and agreed that BSI will be paid for materials ordered, all stock inventory and all work already accomplished on the project to date of cancellation, as well as all manufacturer cancellation/change penalties.

Escalator Clause

- In the event of significant delay or price increase of material or freight, occurring during the performance of the contract resulting from acts beyond BSI's reasonable control including, without limitation, acts of God, pandemics, epidemics, quarantine, government mandated shutdowns, acts of war or terrorism, shortages of material, labor difficulties, riots, or civil unrest, the contract sum, the time of completion, or contract requirements shall be equitably adjusted by Change Order. A change in price of an item of material or freight will be considered significant when the price of an item increases 20% or more between the date of this Contract and the date of installation. The amount of the increase shall be capped at 50% of the increase in cost of the original budget price for the item. In addition, during periods of excessive inflation on gas prices, a small gas surcharge of ¼ of 1% will be added to all invoices capped at \$750.00 max.

Prime Contractor

- Where BSI is Prime Construction Contractor the following notice is hereby given in accordance with Sec. 779.02(2) of the Statutes of the State of Wisconsin, to wit:

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BSI HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR AND MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BSI, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.