



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, MARCH 19, 2024 – 7:00 PM
CITY HALL – SECOND FLOOR**

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

Meeting ID: 599 786 6403
Passcode: 53538

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AGENDA

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

City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)

- b. Review and possible action relating to the **minutes of the March 12, 2024 regular Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to **building, plumbing, and electrical permit report for February 2024** (Draeger, Building Inspector/Zoning Administrator)
- d. Review and possible action relating to the City Clerk-issued **License and Permit Report for February 2024** (Ebbert, Clerk/Treasurer/Finance Director)
- e. Review and possible action relating to **City Sewer, Water, and Stormwater Utility Financial Statements** as of February 29, 2024 (Ebbert, Clerk/Treasurer/Finance Director)
- f. Review and possible action relating to **Temporary Class "B" and "Class B" Retailer's License for St. Joseph's Catholic Church** for Saturday, April 27, 2024. (Ebbert, Clerk/Treasurer/Finance Director)
- g. Review and possible action on a **Special Event: Parks & Recreation Egg Hunt, Saturday, March 23, 2024, 8-10:45 a.m. at Ralph Park** (Ebbert, Clerk/Treasurer/Finance Director)

6. Petitions, Requests, and Communications

- a. Review and possible action to proclaim **April 26, 2024, as Arbor Day** in the City of Fort Atkinson (Williamson, Superintendent of Public Works)

7. Resolutions and Ordinances

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 **Certified Survey Map** for St. Paul's Lutheran Church and School located at 309 Bluff Street (Draeger, Building/Zoning Administrator)
- b. Review and possible action related to the **purchase of a Hot Box Asphalt Patch Trailer System** (Williamson, Superintendent of Public Works)

11. Claims, Appropriations and Contract Payments

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

12. Miscellaneous

- a. The City Council may consider a motion to convene in closed session **pursuant to State Stat. §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** [discussion of strategy for collective bargaining].

13. Adjournment

Date Posted: 3/15/2024

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, MARCH 5, 2024 – 7:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

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

2. Roll call

Present: Councilpersons Becker, Jaeckel, Lescohier, Schultz and President Johnson.

Also present: City Manager, City Clerk/Treasurer, City Attorney, Public Works Superintendent, Public Works Supervisor, City Electrician, Fire/EMS Chief and Park & Recreation Director.

3. Public Hearings

None.

4. Public Comment

John Hausz, 104 Jefferson Street inquired on the review of the truck wash, which is scheduled on the Agenda today. He asked if the quoted truck wash is adequate for the Department.

Jodi Raddatz, 1245 Janette Street asked if the compost site could be opened earlier than the April start date.

5. Consent Agenda

Cm. Jaeckel moved, seconded by Cm. Becker to approve the Consent Agenda as presented.

- a. *Review and possible action relating to the **minutes of the February 20, 2024 regular City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- b. *Review and possible action relating to **Temporary Class "B" Retailer's License for St. Joseph's Catholic Church Knights of Columbus** for March 8, 2024 (Ebbert, Clerk/Treasurer/Finance Director)*
- c. *Review and possible action relating to **Temporary Class "B" Retailer's License for St. Joseph's Catholic Church Knights of Columbus** for March 29, 2024 (Ebbert, Clerk/Treasurer/Finance Director)*
- d. *Review and possible action relating to **Temporary "Class B" and Class "B" Retailer's***

License for Rotary Club of Fort Atkinson for June 20, 2024 (Ebbert, Clerk/Treasurer/Finance Director)

6. Petitions, Requests, and Communications

- a. Presentation: Jefferson County Drug Task Force (Detective Sgt. Dan Horvatin)*

7. Resolutions and Ordinances

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 to **purchase replacement light poles for Madison Avenue** (Selle, Director of Public Works)*

Electrician Armstrong discussed the green decorative light poles that are slowly starting to fail after the 2005 Madison Ave. reconstruction. The cause of this issue was related to the fact the carbon steel poles were not painted on the inside, but only the outside, which led to corrosion by salt from the inside out. It took some time for the failure to be noticed on the exterior of the poles. The City reached out to WisDOT under Jeff Woods and again under Andy Selle but was told the City was the owner and would have to work with the manufacturer, who was no longer in business. The City has been slowly replacing them with modern looking aluminum poles. There are 44 remaining lights and poles, planned for replacement in summer/fall of 2024. Twenty-two of the forty-four light poles are located within TID #8 or within a half-mile of the boundary of TID #8, and funds from TID #8 were identified in the 2024 budget to pay for these lights and funds from TID #8 were identified in the 2024 budget to pay for these lights. However, the lights that are located outside of the half-mile boundary of TID #8 cannot be paid for using TID funds. The balance of these light poles (22) will be paid for using ARPA funds.

Cm. Lescohier moved, seconded by Cm. Schultz to approve the replacement of lights and poles along Madison Ave, including purchase of materials from Enterprise Lighting for \$82,702.00 and approval of \$22,000 for installation (labor and materials). Motion carried.

- b. Review and possible action relating to the **proposal for a truck wash at the new Public Works and Parks Operations Facility** (Tom Williamson, Superintendent of Public Works).*
PW Superintendent Williamson discussed that the City Council awarded the construction

contract for the new Public Works and Parks Operations facility to Gilbank Construction on January 4, 2024. In that approval, it was noted that a change order would be needed early in the project. The truck wash system, estimated at about \$220,000 was incorrectly indicated to be owner-supplied in the bid specifications. This was discovered only a few days before the bid deadline, and the decision was made to handle this through a change order process with the contractor – who was asked to solicit bids for the equipment. Staff has received a proposal from the contractor for that system. The budgeted amount for the truck wash in the bid estimate was \$220,000 for all necessary materials and installation. The proposal from Gilbank is for \$170,638. Funds for this project will come from the Note Anticipation Note, Series 2024A (borrowing) for the construction of the new Public Works and Parks Operations Facility.

Cm. Becker moved, seconded by Cm. Lescohier to approve this change order for the Public Works and Parks Operations Facility construction contract for a truck wash in the amount of \$170,638.00. Motion carried.

- c. *Review and possible action relating to **Alcohol Beverage License** application for Sunny's Quick Mart LLC. (Ebbert, Clerk/Treasurer/Finance Director)*

Clerk/Treasurer Ebbert referenced the gas station at 1220 Janesville Avenue has been operated by AARSAN Fort Plaza, LLC dba Sunny's Quick Mart since February 2023. The agent, Jay Patel stated he is selling the business and moving out of state. An Original Alcohol Beverage License application was submitted by Jatinder Kaur as Sunny's Quick Mart, LLC. The License Committee reviewed the application at their February 6, 2024 meeting and made a recommendation contingent on the submission of all required documents including proof of lease, WI Seller's Permit number, Federal ID number, a letter from Mr. Patel confirming he would surrender his license contingent upon the approval of the application from Jatinder Kaur.

Cm. Becker moved, seconded by Cm. Jaeckel to approve the application submitted from Sunny's Food Mart LLC for a "Class A" Intoxicating Liquor and Class "A" Fermented Malt Beverage license and the Cigarette and Tobacco Products Retail License contingent upon payment of any monies owed to the City Clerk. Motion carried.

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)*

Cm. Jaeckel moved, seconded by Cm. Schultz to approve the list of Verified Claim as presented and authorize payment. Motion carried on a roll call vote.

13. Adjournment

Cm. Schultz moved, seconded by Cm. Jaeckel to adjourn. Meeting adjourned at 8:04 pm.

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



**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, MARCH 12, 2024 – 4:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Plan Commission Members: Chairperson Houseman; Engineer Selle; Council Representative Schultz; and Commissioners Gray and Highfield. Also present: City Attorney, and Building/Zoning Administrator.

3. NEW BUSINESS

a. **REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE FEBRUARY 13, 2024, REGULAR PLAN COMMISSION MEETING**

Kessenich moved, seconded by Schultz to approve the minutes of the December 12, 2023 regular Plan Commission meeting.

b. **REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO A CERTIFIED SURVEY MAP FOR ST. PAUL LUTHERAN CHURCH LOCATED AT 309 BLUFF STREET**

Inspector Draeger discussed the Certified Survey Map for St. Paul Church located at 309 Bluff St. St. Paul's Congregation has maintained St. Paul's School and the church's parsonage on these parcels for many years. The CSM presented was approved in 2022 along with a Site Plan approval for a gym addition for the school. Site plan approvals do not have a period of expiration. However, the CSM approval did expire according to Section 70.05.03(6) of the City's Land Division and Development Ordinance after not having been recorded by the Register of Deeds within 12 months of city approval. This review is to renew the initial recommendation to the City Council by the Plan Commission on November 22, 2022.

Commissioner Gray made a motion to recommend the Certified Survey Map for St. Paul Lutheran Church located at 309 Bluff Street. Engineer Selle seconded the

motion. Motion passed 5-0.

4. ADJOURNMENT

Gray moved, seconded by Schultz to adjourn. Meeting adjourned at 4:06 p.m.

Respectfully submitted,
Rebecca Houseman
City Manager



Permit Report

02/01/2024 - 02/29/2024

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

2/5/2024	24084	314 Barrie	Trinity Lutheran Church	Add/Alter Commercial	Removing two interior walls in basement. Rearranging kitchen area to one wall	5,000	\$137.00
							\$137.00

Group Total: 1

Group: Commercial/ Industrial

2/22/2024	24128	600 Talcott Ave	City of Fort Atkinson	Commercial/ Industrial	New DPW Facility	11,544,000	
2/6/2024	24087	106 E Blackhawk Dr	FWN/ US Cellular Equipment	Commercial/ Industrial	New equipment on existing Tower	30,000	\$435.00
							\$435.00

Group Total: 2

Group: detached garage

2/27/2024	24144	315 Garfield St	Bill Pazurek	detached garage	Re-build garage and expansion	14,000	\$194.00
							\$194.00

Group Total: 1

Group: Electrical

2/29/2024	24151	611 Roosevelt St	Paulette Erlandson	Electrical	Bath exhaust fan	0	\$40.00
2/27/2024	24142	13 Talcott Ave	Roger Barrett	Electrical	New Home Electric	0	\$185.00
2/26/2024	24136	1122 N High St	Beth Bull	Electrical	Master Suite	8,755	\$93.50
2/23/2024	24134	27 Wilson Ave	Art Milheiser	Electrical	Roof Mounted PV Solar Installation; 28 Panels + Electrical Service Upgrade -	15,183	

					Replace existing overhead socket meter with a Milbank (2) position meter socket (U1252-X-KK-K1-PED).		
2/22/2024	24131	600 Talcott Ave	City of Fort Atkinson	Electrical	New DPW	11,400,000	
2/21/2024	24127	700 Cherokee Ln	Cathy Onsrud	Electrical	Hot Tub Hookup	1,960	\$60.00
2/21/2024	24126	201 Wollet Dr.	James Riedl	Electrical	Roof Mounted PV Solar Installation; 31 Panels + Electrical Service Upgrade - Replace existing meter pedestal with a Talon SEUAP2317-PPWI 2-position pedestal.	16,020	\$70.00
2/20/2024	24122	99 Jackson St	Tom & Christina Sweeney	Electrical	Service Upgrade	1,665	\$70.00
2/19/2024	24119	225 S Water St E	Riverwalk Inn & Suites (Pat Patel)	Electrical	Add receptacles	500	\$48.00
2/14/2024	24101	910 Hillcrest Dr	Russel Johnson	Electrical	Generator Installation	9,746	\$80.00
2/14/2024	24100	404 Oak Ridge Ct	Kerry J Griffin	Electrical	Generator Installation	13,679	\$80.00
2/13/2024	24099	334 Jackson St	Steve Holston	Electrical	Bathroom remodel	0	\$49.50
2/13/2024	24096	70 N Main St	Premier Bank	Electrical	Generator Installation	0	\$125.00
2/9/2024	24094	509 Hillcrest Dr	MARK DZIEWIOR	Electrical	Upgrading meter to a pedestal while the utility relocates the meter location	3,600	\$70.00

2/9/2024	24093	106 E Blackhawk Dr	SBA	Electrical	Generator install for un-manned equipment	12,000	\$90.75
2/6/2024	24088	106 E Blackhawk Dr	FWN/ US Cellular Equipment	Electrical	New equipment on existing Tower	30,000	\$60.00
2/6/2024	24086	10 Madison Ave	Niemann Holdings	Electrical	Moving existing paint station a cash registers to new location in store	1,000	\$132.25
2/5/2024	24085	314 Barrie	Trinity Lutheran Church	Electrical	Removing two interior walls in basement. Rearranging kitchen area to one wall	5,000	\$46.25
2/2/2024	24082	210 W Milwaukee Ave	Fort Atkinson Memorial Hospital	Electrical	(HC00001799)Medical Clinic - Renovating the south side of the first floor of the building, to include new light fixtures, lighting controls, new local switching, new branch power circuits using existing distribution and new data cabling.	0	\$262.00
2/2/2024	24081	700 Oak St	DB Oak Limited Partnership	Electrical	remodel	250,000	\$675.00
2/2/2024	24079	611 Roosevelt St.	PAULETTE J ERLANDSON	Electrical	Replace WH	0	\$40.00
2/2/2024	24077	28 Elm St.	Eileen Slak	Electrical	Install Bath Fan, Replace WH	0	\$70.00
2/1/2024	24076	1233 Commonwealth Dr	Joshua Glowacki	Electrical	basement bath	100	\$43.75
							\$2,391.00

Group Total: 23

Group: Fence

2/19/2024	24120	1614 Premier Pl	Lacy Fatajo	Fence	Front, side, back fence. Coated chainlink in side and rear yard, wood picket fence in front yard	7,740	\$85.00
2/15/2024	24116	475 Cherokee Ln	Candice R Sayre	Fence	construct fence	6,700	\$85.00
2/6/2024	24089	1635 Premier Pl	Matthew DeNoyer	Fence	4'6" fence in side and rear yard	3,000	\$85.00
							\$255.00

Group Total: 3

Group: HVAC

2/28/2024	24148	201 Park St	Fort Atkinson School District	HVAC	Upgrade HVAC equipment in school	1,884,000	
2/28/2024	24147	337 Roosevelt St	Fort Atkinson School District	HVAC	Upgrade HVAC equipment in school	906,000	
2/28/2024	24146	821 Monroe St	Fort Atkinson School District	HVAC	Upgrade HVAC equipment in School	590,000	
2/28/2024	24145	719 S Main St	Fort Atkinson School District	HVAC	Install new HVAC Equipment in existing building	1,386,000	
2/27/2024	24143	511 Madison Ave	Anzk Rentals LLC	HVAC	Replace 2 Furnaces, 1-AC, 2 Exhaust units, ducting re-routed to balance 1st floor.	0	\$275.00
2/22/2024	24130	600 Talcott Ave	City of Fort Atkinson	HVAC	New DPW	11,400,000	
2/16/2024	24118	415 Foster St.	Mary Wutke	HVAC	New Construction All HVAC applications	13,300	\$266.25
2/16/2024	24117	1210 Arndt St	Ryan Brothers	HVAC	Replace Furnace	7,200	\$70.00

2/14/2024	24114	606 Grove St	TOM JUNG	HVAC	REPLACE FURNACE AND A/C	0	\$105.00
2/14/2024	24113	817 N Main St	LISA SCHNEIDER	HVAC	REPLACE FURNACE	0	\$70.00
2/14/2024	24112	1123 Peterson St	KIM PEMPER	HVAC	REPLACE FURNACE	0	\$70.00
2/14/2024	24111	516 E Highland	BARB CONGDON	HVAC	REPLACE FURNACE	0	\$70.00
2/14/2024	24110	311 E Sherman Ave	CRISTINA BALLATORI	HVAC	REPLACE FURNACE AND A/C	0	\$105.00
2/14/2024	24109	1416 Lakeview Dr	VIVIAN PETRIE	HVAC	REPLACE FURNACE	0	\$70.00
2/14/2024	24108	849 Mc Coy Park Rd	ROB PEMPER	HVAC	REPLACE FURNACE	0	\$70.00
2/14/2024	24107	1429 Lakeview Dr	KEVIN MICHEL	HVAC	REPLACE FURNACE	0	\$70.00
2/14/2024	24106	420 E Sherman Ave	BOB WICKLUND	HVAC	REPLACE FURNACE	0	\$70.00
2/14/2024	24105	418 W Cramer St	RAE WILLIAMS	HVAC	REPLACE FURNACE	0	\$70.00
2/14/2024	24104	1411 S Main St	BRAD MCGOWAN	HVAC	REPLACE FURNACE	0	\$70.00
2/14/2024	24103	409 S Fourth St E	LYNN STAUDE	HVAC	REPLACE FURNACE	0	\$70.00
2/14/2024	24102	708 Jackson St	EVEN EVERETT	HVAC	FURNACE REPLACEMENT	0	\$70.00
2/12/2024	24095	315 Adams	Mike Berghammer	HVAC	bath fan replacement, swapping radiators with floor registers and adding one to kitchen	650	\$40.00
							\$1,631.25

Group Total: 22

Group: New Single Family

2/27/2024	24141	1633 Montclair Pl	Todd Wilemann	New Single Family	New 4 bedroom Home	420,000	\$3,084.25
							\$3,084.25

Group Total: 1

Group: Plumbing

2/26/2024	24139	821 Monroe St.	School District of Fort Atkinson	Plumbing	Security and Safety upgrades, Plumbing, HVAC, Electric upgrades	94,780	
2/26/2024	24138	719 S Main St	School District of Fort Atkinson	Plumbing	Security and Safety upgrades, Plumbing, HVAC, Electric upgrades	116,453	
2/26/2024	24137	201 Park St.	School District of Fort Atkinson	Plumbing	Security and Safety upgrades, Plumbing, HVAC, Electric upgrades	17,706	
2/26/2024	24135	337 Roosevelt St	School District of Fort Atkinson	Plumbing	Security and Safety upgrades, Plumbing, HVAC, Electric updates	28,625	
2/22/2024	24132	600 Talcott Ave	City of Fort Atkinson	Plumbing	New DPW	11,400,000	
2/8/2024	24092	1100 Charles St	Steve & Susan Huss	Plumbing	Heat Pump Water Heater Installation, Electric to be done by others	3,035	\$41.00
2/8/2024	24091	225 S Water St E	Pat Patel	Plumbing	Kitchen Plumbing/ permit is contingent on the basement repairs.	1,000	\$191.00
2/2/2024	24080	611 Roosevelt St.	PAULETTE J ERLANDSON	Plumbing	Replace WH	0	\$41.00
2/2/2024	24078	28 Elm St.	Eileen Slak	Plumbing	Replace WH	0	\$41.00
2/1/2024	24075	716 Schumacher St	FHC	Plumbing	Bathroom Remodel, Kitchen Remodel, Washing Machine, WH, Dishwasher, 2 hose bibs, All new supply	0	\$89.00

					pipng to new and existing fixtures		
							\$403.00

Group Total: 10

Group: Right of Way Opening Permit

2/26/2024	24140	724 Schumacher St	Fort Healthcare	Right of Way Opening Permit	WR4953594 New Gas Service	0	\$50.00
2/20/2024	24124	732 Schumacher St	Fort Healthcare	Right of Way Opening Permit	WR4953619 New Gas Service/Trenched	0	\$50.00
2/20/2024	24123	716 Schumacher St	Fort Healthcare	Right of Way Opening Permit	WR4953598 New Gas Service/Trenched	0	\$50.00
2/13/2024	24098	708 Schumacher St	WE	Right of Way Opening Permit	WR4953606 New Gas Service	0	\$50.00
2/13/2024	24097	740 A Reena Ave	WE	Right of Way Opening Permit	WR4944557 Gas Service Replacement	0	\$50.00
							\$250.00

Group Total: 5

Group: Single Family Alteration/Addition

2/28/2024	24150	523 E Milwaukee Ave	Bruce and Jilayne Paley	Single Family Alteration/Addition	partial kitchen remodel, door and opening alteration	49,705	\$100.00
2/28/2024	24149	1005 Monroe St.	Beth and Josh Nelson	Single Family Alteration/Addition	bathroom remodel, Basement kitchenette remodel and storage space conversion	48,000	\$86.50
2/23/2024	24133	27 Wilson Ave	Art Milheiser	Single Family Alteration/Addition	Roof Mounted PV Solar Installation; 28 Panels	15,183	
2/21/2024	24125	201 Wollet Dr.	James Riedl	Single Family Alteration/Addition	Roof Mounted PV Solar Installation; 31 Panels	16,020	\$195.00

2/5/2024	24083	809 N Main St	David & Suzanne Rahn	Single Family Alteration/Addition	Kitchen Remodel	95,000	\$88.75
							\$470.25

Group Total: 5

Group: Zoning

2/14/2024	24115	70 N Main St	PremierBank	Zoning	Generator Screen	50,000	\$25.00
2/6/2024	24090	106 E Blackhawk Dr	SBA	Zoning	Generator install for un-manned equipment	12,000	\$100.00
							\$125.00

Group Total: 2

							\$9,375.75
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Total Records: 75

3/5/2024



Jedidiah Draeger
Building Inspector/Zoning Administrator



MEMORANDUM

DATE: March 19, 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 February 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 February 21, 2024 through March 19, 2024 per the City of Fort Atkinson Municipal Code of Ordinances.

DISCUSSION

BEEKEEPING

None

OPERATOR

Licensing Period – July 1, 2022 – June 30, 2024

Applicant	Place of Employment	Recommended Approval by Fort Atkinson Police Department	Cost
Robert Kaminski	The Fireside	Y	\$15.00
Emma Korias	Walgreens	Y	\$25.00
Joseph Schiro	Sunny's Quick Mart	Y	\$25.00
Melinda Lubick	Country Inn and Suites	Y	\$25.00
Anastasia Riley	Walgreens	Y	\$25.00

MOBILE MERCHANT

None

DOOR-TO-DOOR RESIDENTIAL / DIRECT SELLER

None

FINANCIAL ANALYSIS

In accordance with the City's Ordinances and Fee Schedule, a total \$115 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: March 19, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action relating to Temporary Class "B" and "Class B" Retailer's License for St. Joseph's Catholic Church for Saturday, April 27, 2024. (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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

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

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

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

DISCUSSION

Organization: Church

Name: St. Joseph's Catholic Church and School

Street Location: 1660 Endl Blvd

Manager of affair: Andy Koehler

Premises: 1660 Endl Blvd, school gymnasium and parish hall

Name of Event: St. Joseph Church and School Light Up The Night Fundraiser

Date of Event: Saturday, April 27, 2024

The Named Organization Applied for the Following License(s): Class "B" Fermented Malt Beverage License and "Class C" Wine License

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve the Temporary Class B Retailer's License to sell beer and wine at the St. Joseph's Church and School Light Up The Night Fundraiser scheduled for April 27, 2024, at 1660 Endl Blvd contingent upon having licensed operators and purchasing products from a Wisconsin beverage distributor.

ATTACHMENTS

1. St Joe Light Up Night App 04272024

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

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

FEE \$10.00

Application Date: 03/08/2024

☐ Town ☐ Village ☒ City of Fort Atkinson

County of Jefferson

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

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

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

at the premises described below during a special event beginning 5 pm and ending 10 pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☐ Bona fide Club ☒ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name St. Joseph Catholic Church and School

(b) Address 1660 Endl Blvd Fort Atkinson WI 53538

(Street)

☐ Town ☐ Village ☒ City

(c) Date organized 03/08/2024

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:

President Brittany Boldt W7527 Koshkonong Lake Road Fort Atkinson WI 53538

262 215-0678

Vice President Christine Nevermann N1671 Pleasant Road Fort Atkinson WI 53538

Secretary Madeline Neuens 348 Hatchery Lane Lake Mills WI 53551

Treasurer Brian Bourke 9322 East State Road 59 Milton WI 53563

(g) Name and address of manager or person in charge of affair: Andy Koehler 312 Maple Street Fort Atkinson WI 53538

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

(a) Street number 1660 Endl Blvd

(b) Lot _____ Block _____

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

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

3. Name of Event

(a) List name of the event St. Joseph Church and School Light Up The Night Fundraiser

(b) Dates of event 04/27/2024

DECLARATION

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

Officer

Brittany Boldt 3-11-24
(Signature / Date)

St. Joseph School Home and School Association

(Name of Organization)

Date Filed with Clerk

3-11-2024

Date Reported to Council or Board

3-19-24

Date Granted by Council

License No. _____



MEMORANDUM

DATE: March 19, 2024

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Parks & Recreation Egg Hunt, Saturday, March 23, 2024, 8-10:45 a.m. at Ralph Park (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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

DISCUSSION

Event: Parks & Recreation Easter Egg hunt

Date and Hours of Event: Saturday, March 23, 2024, 8:00 am to 10:45 am. Event begins at 10:00 am.

Location: Ralph Park

Contact Person: Nash Christian

Estimated Number of Attendees: 200

The application and event information was routed to all City Departments without comments or concerns.

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 for Parks & Recreation Easter Egg Hunt on Saturday, March 23, 2024, 8:00 am to 10:45 am at Ralph Park.

ATTACHMENTS

1. Easter Egg Hunt Application 2024
2. Ralph Park

 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: March 19, 2024

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action to proclaim April 26, 2024, as Arbor Day in the City of Fort Atkinson (Williamson, Superintendent of Public Works)

BACKGROUND

A condition for the City to be named as a Tree City USA is that each year the City must proclaim and observe Arbor Day in the City of Fort Atkinson. The City of Fort Atkinson has been a Tree City USA for over 30 years.

DISCUSSION

In 2024, the Arbor Day Foundation has designated National Arbor Day on Friday, April 26th. The Foundation encourages nation-wide celebrations of this event through volunteerism and community events. The City of Fort Atkinson and the Foundation are encouraging many different types of celebrations, including hiking in forests, learning about trees, drawing one's favorite trees, and planting trees. More information on celebrations may be found at <https://celebratearborday.com>.

The City of Fort Atkinson has continued to invest in maintaining its tree management and tree-planting program meeting the requirements and expectations of the Tree City USA program.

FINANCIAL ANALYSIS

This item is not expected to impact the City financially.

RECOMMENDATION

Staff recommends that the City Council President declare April 26, 2024, as Arbor Day in the City of Fort Atkinson.

ATTACHMENTS

1. Arbor Day Proclamation 2024

**OFFICIAL PROCLAMATION OF THE CITY OF FORT ATKINSON
IN RECOGNITION OF ARBOR DAY**

WHEREAS; in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for planting trees, and

WHEREAS; this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS; trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS; trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS; trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS; trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS; the City of Fort Atkinson has been recognized as a Tree City USA by the National Arbor Day Foundation for over 30 years and desires to continue its tree-planting practices.

NOW, THEREFORE, I, Bruce Johnson, City Council President of the City of Fort Atkinson, do hereby proclaim Friday, April 26, 2024 as ARBOR DAY in the City of Fort Atkinson, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.

Proclaimed this 19th day of March 2024.

Bruce Johnson, City Council President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: March 19, 2024

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Building/Zoning Administrator

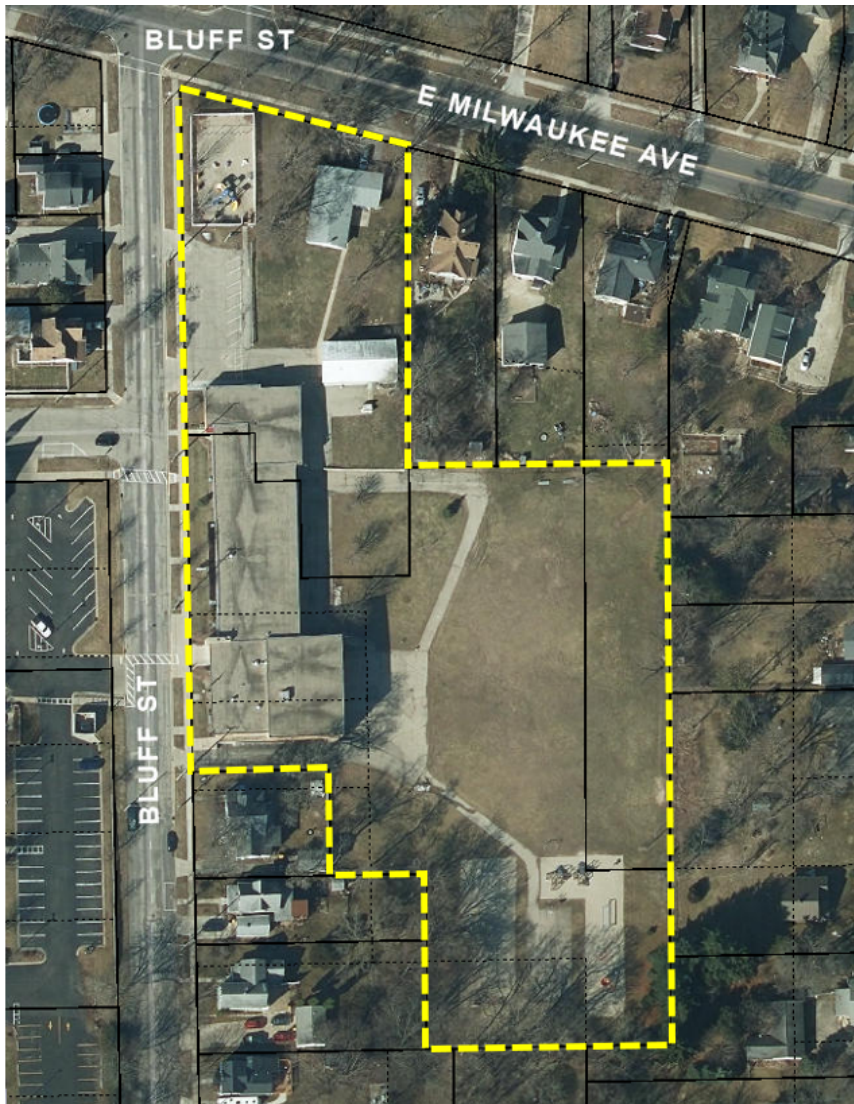
RE: Review and possible action relating to a Certified Survey Map for St. Paul's Lutheran Church and School located at 309 Bluff Street (Draeger, Building/Zoning Administrator)

BACKGROUND

St. Paul's Congregation has maintained St. Paul's School and the church's parsonage on these parcels for many years. The CSM presented was approved in 2022 along with a Site Plan approval for a gym addition for the school. Site plan approvals do not have a period of expiration. However, the CSM approval did expire according to Section 70.05.03(6) of the City's Land Division and Development Ordinance after not having been recorded by the Register of Deeds within 12 months of city approval. This review is to renew the initial recommendation to the City Council by the Plan Commission on November 22, 2022. The property owner would like to combine 3 separate lots into a single lot. The location is on Bluff Street in Fort Atkinson and is used for the school and parsonage of the St Paul's Church community.

DISCUSSION

The proposal "cleans up" old property lines no longer governing the existing use. The only comment is for the applicant to note the proposed stormwater basin as a permanent easement for such on the property. City staff has reviewed the preliminary CSM and have no concerns about the consolidation.



FINANCIAL ANALYSIS

This CSM is not expected to have a financial impact on the City.

RECOMMENDATION

The Plan Commission reviewed this item at the meeting on March 12th and recommended that the City Council approve this preliminary Certified Survey Map combining three lots into a single lot, with the addition of the stormwater easement noted above. Staff also recommends approval.

ATTACHMENTS

1. CSM Application-Signed
2. 2024-02-01 CSM for review



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

City of Fort Atkinson Certified Survey Map Application

This form is designed to be used by the Applicant as a guide to submitting a complete application for review of a Certified Survey Map by the City to process the application.

APPLICANT Name, company, and client (if applicable): St Paul Ev Lutheran Church

Phone number: _____ Email: hoeft@hotmail.com

OWNER Name, company, and client (if applicable): Same as applicant

Phone number: _____ Email: _____

Postal address for proposed CSM: 309 Bluff St

Parcel Identification Numbers Involved: 226-0514-0324-023 & 226-0514-0324-022 & 226-0514-0324-045

Brief description of proposed division or combination and purpose: _____
CSM proposed to eliminate internal property lines and allow for gym addition.

I Application Packet Requirements

The Applicant shall submit one electronic copy of the application.

- ☐ A map of the subject property to scale depicting:
 - ☐ All lands and boundaries for the parcel(s)
 - ☐ Current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control.
 - ☐ All lot dimensions of the subject property.
 - ☐ A graphic scale and a north arrow.
- ☐ Legal Description
- ☐ All easements, setbacks or land restrictions on the parcel(s)



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

II Process Checklist

- | | |
|---|-------------|
| ☐ Application fee of \$10.00/Lot received by City Treasurer | Date: _____ |
| ☐ Receipt of complete application packet by Zoning Administrator | Date: _____ |
| ☐ City Staff Review | Date: _____ |
| ☐ Plan Commission Public Hearing, review and recommendation | Date: _____ |
| ☐ City Council review and action | Date: _____ |

Dated this 12 day of 2, 20 24

Respectfully submitted,

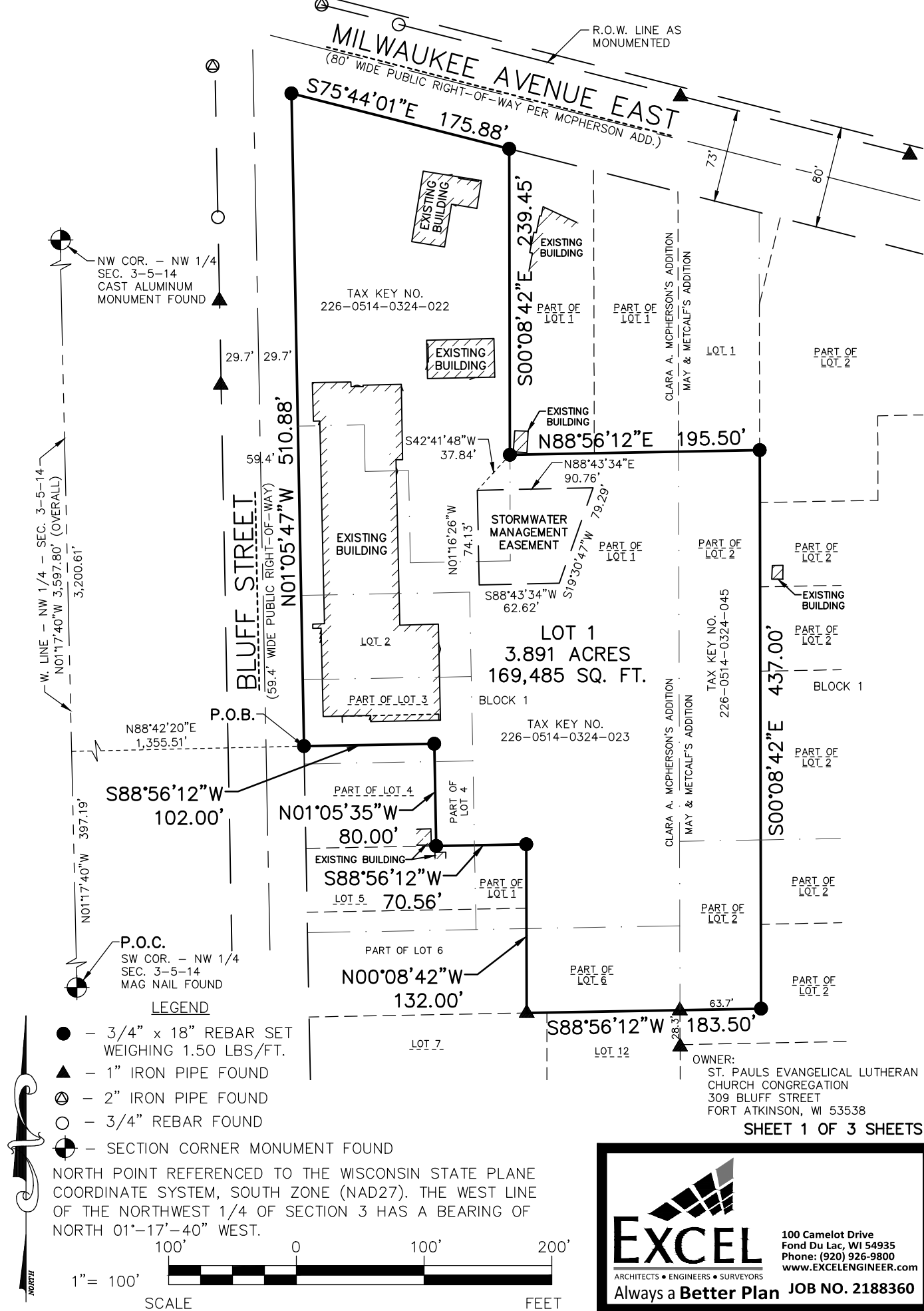


(Signature of Applicant)

CERTIFIED SURVEY MAP NO.

FOR
ST. PAULS EVANGELICAL LUTHERAN
CHURCH CONGREGATION

LOT 2 & PART OF LOTS 1, 3, 4 & 6, BLOCK 1, CLARA A.
MCPHERSON'S ADDITION & PART OF LOT 2, BLOCK 1, MAY &
METCALF'S ADDITION, LOCATED IN PART OF THE SE 1/4 OF
THE NW 1/4, SECTION 3, TOWNSHIP 5 NORTH, RANGE 14 EAST,
CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.



CERTIFIED SURVEY MAP NO. _____

LOT 2 & PART OF LOTS 1, 3, 4 & 6, BLOCK 1, CLARA A.
MCPHERSON'S ADDITION & PART OF LOT 2, BLOCK 1, MAY &
METCALF'S ADDITION, LOCATED IN PART OF THE SE 1/4 OF
THE NW 1/4, SECTION 3, TOWNSHIP 5 NORTH, RANGE 14 EAST,
CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.

That I have made such Certified Survey under the direction of St. Pauls Evangelical Lutheran Church Congregation bounded and described as follows:

Lot 2 and part of Lots 1, 3, 4 and 6 in Block 1 of Clara A. McPherson's Addition to Fort Atkinson and part of Lot 2 in Block 1 of May & Metcalf's Addition to Fort Atkinson, located in part of the Southeast 1/4 of the Northwest 1/4 of Section 3, Township 5 North, Range 14 East, City of Fort Atkinson, Jefferson County, Wisconsin being more particularly described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence North 01°-17'-40" West along the West line of said Northwest 1/4, a distance of 397.19 feet; thence North 88°-42'-20" East, a distance of 1,355.51 feet to the East right-of-way line of Bluff Street, said point being the point of beginning; thence North 01°-05'-47" West along said East line, a distance of 510.88 feet to the Southerly right-of-way line of Milwaukee Avenue East; thence South 75°-44'-01" East along said Southerly line, a distance of 175.88 feet; thence South 00°-08'-42" East, a distance of 239.45 feet; thence North 88°-56'-12" East, a distance of 195.50 feet; thence South 00°-08'-42" East, a distance of 437.00 feet to the Easterly extension of the North line of Lot 12 of said McPherson's Addition; thence South 88°-56'-12" West along said Easterly extension, said North line and the North line of Lot 7 of said McPherson's Addition, a distance of 183.50 feet; thence North 00°-08'-42" West, a distance of 132.00 feet to the Easterly extension of the North line of Lot 5 of said McPherson's Addition; thence South 88°-56'-12" West along said Easterly extension and said North line, a distance of 70.56 feet; thence North 01°-05'-35" West, a distance of 80.00 feet; thence South 88°-56'-12" West, a distance of 102.00 feet to the point of beginning and containing 3.891 acres (169,485 sq. ft.) of land more or less.

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

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Ordinance of the City of Fort Atkinson in surveying, dividing and mapping the same.

Ryan Wilgreen, P.L.S. No. S-2647
ryan.w@excelengineer.com
Excel Engineering, Inc.
Fond du Lac, Wisconsin 54935
Project Number: 2188360

CERTIFIED SURVEY MAP NO. _____

LOT 2 & PART OF LOTS 1, 3, 4 & 6, BLOCK 1, CLARA A.
MCPHERSON'S ADDITION & PART OF LOT 2, BLOCK 1, MAY &
METCALF'S ADDITION, LOCATED IN PART OF THE SE 1/4 OF
THE NW 1/4, SECTION 3, TOWNSHIP 5 NORTH, RANGE 14 EAST,
CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

St. Pauls Evangelical Lutheran Church Congregation, as owner, does hereby certify that it has caused the land described on this map to be surveyed, divided and mapped as represented on this map.

St. Pauls Evangelical Lutheran Church Congregation does further certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1. City of Fort Atkinson

WITNESS the hand and seal of said owner this _____ day of _____, 20____.

St. Pauls Evangelical Lutheran Church Congregation

_____, _____
(Print) (Title)

STATE OF _____)
_____ COUNTY)SS

Personally came before me this _____ day of _____, 20____, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, _____

My Commission Expires: _____

CITY PLAN COMMISSION APPROVAL

Resolved that the above Certified Survey Map is hereby approved by the City of Fort Atkinson Plan Commission on this _____ day of _____, 20____.

Rebecca Houseman LeMire, City Manager



MEMORANDUM

DATE: March 19, 2024

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action related to the purchase of a Hot Box Asphalt Patch Trailer System (Williamson, Superintendent of Public Works)

BACKGROUND

The Public Works Department utilizes a heated asphalt hot box patching system to perform small roadway asphalt patching and all pothole patching with hot-mix asphalt. The 1972 slide in truck-box system the department has employed for many years has surpassed its useful life. The Department can no longer source parts to keep the unit in working order and seeks to replace the failed unit with a more technologically advanced and safer trailer mounted unit.

DISCUSSION

The Department relies heavily on its ability to keep up to four tons of asphalt hot throughout the work day to make small repairs and fix potholes within the city roadways. The existing truck mounted system has failed and is no longer easily repaired. The City Council approved the Public Works 2024 Capitol Improvement Budget including the purchase of a replacement system to do this work. The proposed new system would employ a four ton heated hopper mounted to a trailer to improve operator safety and increase productivity, and also assist with serviceability.

In anticipation of replacing the old unit, the department reached out to several providers of these types of systems for proposed replacement costs. Two providers responded with bids: Midwest Paving Equipment, Glen Ellyn, IL; and Monroe Truck Equipment, Monroe, WI. Both companies responded with units equipped closely based on our specifications. Midwest Paving Equipment came in with the lowest itemized bid at \$51,770.00 and also took the time to bring out a demo unit for staff to review and inspect. Monroe Truck produced a lump sum non-itemized bid and would not provide an onsite demonstration. Both of the proposed units are manufactured in the United States, in the State of Michigan, and both can be serviced reasonably close to Fort Atkinson.

FINANCIAL ANALYSIS

The approved 2024 CIP Budget for the Public Works Department included \$49,000.00, to replace the failed unit, in borrowing package. The Department would like to utilize the

approved 2024 borrowed funds at \$49,000.00 in the CIP, and also utilize the General Budget Fund 01-54-5411-0600 Street Machine Supplies to offset the \$2,770.00 increase in costs, as much of these funds would have been utilized to attempt to keep the old machine operational for the 2024 season.

RECOMMENDATION

Staff recommends the Council authorize the purchase of the Falcon Hot Box Asphalt Patch Trailer System from Midwest Paving Equipment, Inc., for an amount not to exceed \$51,770.00.

ATTACHMENTS

1. MPE - Falcon Machine Bid
2. Monroe - KN Machine Bid



Midwest Paving Equipment, Inc.

757 DuPage Blvd Suite 2387
GLEN ELLYN, IL 60137 US
(630) 453-0772

Midwest Paving Equipment, Inc.

Estimate

ADDRESS

City of Fort Atkinson
700 James Place
Fort Atkinson, WI 53538

SHIP TO

City of Fort Atkinson
700 James Place
Fort Atkinson, WI 53538

ESTIMATE # 1739

DATE 03/04/2024

EXPIRATION DATE 05/03/2024

ACTIVITY	QTY	RATE	AMOUNT
5D4TT	1	38,717.00	38,717.00
4-Ton Falcon Asphalt Recycler & Hot Box Trailer			
12-Volt Battery			
Triple Wall Construction and Fully Insulated			
Automatic Temperature Control			
Diesel Burner VIP Technology - Voltage Indicator and			
Protector			
Controller Automatically Prevents Burner(s) from			
Operating			
Below Burner Manufacturer's Required Voltage			
One-Piece, Seamless Ceramic Combustion Chamber			
Independently Certified 92% Fuel Efficiency			
Diamond Tread Plate Hopper Access Platform			
Electric Brakes w/ Safety Breakaway			
Conspicuity Tape			
Included Options:			
Battery Charger Package			
Single diesel burner			
Dump Box (12-Volt Electric Over Hydraulic)			
Tandem Axle Trailer Frame - 2" x 6" x 1/4" Tubular			
Steel			
Standard frame - 16'			
Falcon Smart Control package includes VIP, 7-day			
timer, fuel level gauge, hour meter, voltmeter, and			
temperature gauge			
LED Lighting Upgrade - Two Red Stop/Tail/Turn			
Lights and			
One Amber Strobe Per Side			
Night Work Lights - LED			
Strobe Warning Light			
Upgrade to ST235/80R 16" Tires - Load Range E			
Tool Holder - 3-Positions			
Release agent basket			

ACTIVITY	QTY	RATE	AMOUNT
Hopper Access Step			
Paint	1	0.00	0.00
Color Falcon Red			
Trailer Plug	1	0.00	0.00
Specify One (RV plug Round Plug 7 Flat pins) (Semi Plug round Plug 7 round Pins) (Cole Hersey Round Plug 6 Round Pins)			
Freight	1	984.00	984.00
Freeland, MI to MPE			
MPE will Deliver To Ft Atkinson			
			Subtotal: 39,701.00
Options	1	0.00	0.00
NJP0021	1	1,468.00	1,468.00
Arrow Stick - LED			
NJP0037	1	5,172.00	5,172.00
30-Gallon Heated/Insulated Tack Tank w/ Dedicated Burner - Gravity Feed Withdrawal Via Molasses Valve at the Bottom of the Tank (Same Burner Type as Hopper Burner(s) and For Water Based Tack or Rejuvenator Only)			
NJP0039	1	4,528.00	4,528.00
Spray System - Honda 5.5 HP Motor, Viking HL32 Pump, 10-Gallon Flush Tank and Spray Wand w/ 1/2" Hoses (For Water Based Tack or Rejuvenator Only and Requires Heated Tack Tank Option)			
NJP0045	1	386.00	386.00
Basket for mounting Plate Compactor (id 24" x 24")			
NJP1099A	1	290.00	290.00
Shovel Clip (Stainless Steel)			
(2) mounted Curbside Angles hopper wall			
80SP35457	1	225.00	225.00
HOIST MOUNTING BRACKET - 500# max capacity			
Warranty	1	0.00	0.00
Two Year Factory, Lifetime Frame Warranty			
Falcon CCMFG	1	0.00	0.00
5 Year Combustion Chamber Maintenance Free Guaranty			
Training	1	0.00	0.00
On-site Operation and Service Training			
Manual	1	0.00	0.00
Operator, Parts and Service Manual (electronic)			
Why a FALCON?	1	0.00	0.00
Why Falcon?			
It's Versatile			
• Recycle leftover asphalt, chunks and millings (a dual burner unit is required to recycle millings)			
• Transport asphalt and keep it hot all day and hold it overnight			
• Heat and re-heat cold patch			
It's Cost-Effective			
• When used as a hot box, it eliminates asphalt waste			

ACTIVITY	QTY	RATE	AMOUNT
----------	-----	------	--------

that
occurs in the back of an unheated truck bed
• When used as a recycler, it recycles leftover asphalt
and
asphalt chunks torn up from the pavement
• Independently certified 92% fuel efficiency – uses
less
than 3 gallons of fuel per 8-hour shift

It's Reliable
• VIP Technology (patent pending) – Protects burner
components by automatically preventing burner from
operating with low battery voltage
• A Falcon is designed to allow the burner to run while
in
tow - preventing material from cooling while being
transported
• Heat management system is engineered to provide
even
hopper temperatures – eliminating material scorching
from hot spots and material hardening from cold spots
• Standard 2-year machine warranty and lifetime
frame
warranty
It's a Falcon

***Current lead time is 90-120 days lead time will be verified or
adjusted at time of order.

SUBTOTAL	51,770.00
TAX	0.00
TOTAL	\$51,770.00

Accepted By

Accepted Date



1151 W Main Avenue
DePere, WI 54115
Sales Rep: Eric Krahenbuhl
Ph: (262) 269-6322
www.MonroeTruck.com

J.O. #

Quotation ID: 2CHK002438

Date: 3/4/2024

Valid thru: 4/3/2024

Terms: NET 30

Quoted by: Clayton Kraft

Ph/Fax: 920-347-4189 / 920-336-8118

Quoted to:

FORT ATKINSON, CITY OF (ATTN:)

ATTN ACCOUNTS PAYABLE

N 101 MAIN ST

FT ATKINSON, WI 53538

Ph: 920-563-7760 / Fax: 920-563-7776

Email:

Chassis Information

Year:	Make:	Model:	Chassis Color:	Cab Type:
Single/Dual:	CA:	CT:	Wheelbase:	Engine:
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
KM 8000TEDD C2M2 HOTBOX/RECLAIMER DIESEL FIRED HYDRAULIC DUMP TRAILER (18' STD) WITH ELECTRIC BRAKES - TRAILER HEATED SHOVEL DECK - TOOL RACK - FOUR POSITION RACK MOUNTED ON TRAILER - SPARE TIRE - LIGHT BAR OPTION , DIRECTIONAL ARROW BOARD & CONTROLLER - AMBER STROBE OPTION - FENDER STROBE OPTION - WORK LIGHT OPTION - 30 GALLON HEATED TACK TANK - SPRAY TACK UNIT WITH WAND ***DELIVERED TO FORT ATKINSON***	
Quote Total:	\$52,620.00

***Due to current market conditions, pricing is subject to change at time of upfit.

Additional Options:

Description	Amount	Add to quote? Yes / No
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Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. Out-of-state municipal entities may be subject to Wisconsin sales tax.
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	☐ Fleet	☐ Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	☐ MCO	☐ MSO			
Customer Signature:	Date of Acceptance:				

**General Terms and Conditions for the Sale of Goods
by Subsidiaries of ASH North America, Inc.**

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 0, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

1. SCOPE AND VALIDITY

- 1.1. These General Terms and Conditions for the Sale of Goods (these "**Terms**") govern the sale and delivery of all goods and products (the "**Products**"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("**Seller**") to any of its customers (each a "**Customer**"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.
- 1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.
- 1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

- 2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.
- 2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "**Order**"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.
- 2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "**Confirmed Order**").
- 2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.
- 2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "**Change Order Request**"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.
- 2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.
- 2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

- 3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.
- 3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("**Taxes**"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

- 4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.
- 4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.
- 4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.
- 4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

- 5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "**Security Interest**") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "**Collateral**"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

