



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, FEBRUARY 4, 2025 – 7:00 PM
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/86483953124?pwd=Nd8wSXu2lT3DtD9oWOTwibQWQglO0w.1>

Meeting ID: 864 8395 3124

Passcode: 53538

Dial by Location

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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 January 21, 2025 City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)

- b. Review and possible action relating to the **minutes of the January 28, 2025 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)

6. Petitions, Requests, and Communications

- a. Public Works and Parks Operations Facility - Q4 Project Update (Williamson, Superintendent)

7. Resolutions and Ordinances

- a. Second reading of an ordinance relating to a **Zoning Map Amendment** to change the zoning district for a portion of the property located at 401 Madison Ave. (parcel number 226-0514-0412-006), from Urban Mixed Use (UMU) to Single Family Residential (SR-7) (Draeger, Building and Zoning Administrator)

8. Reports of Officers, Boards, and Committees

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

9. Unfinished Business

- a. Review and possible reaffirmation relating the **petition to discontinue Trillium Drive and a portion of Banker Road** in the City of Fort Atkinson, Jefferson County, Wisconsin (Draeger, Building Inspector/Zoning Administrator)
- b. Review and possible action relating to a **Certified Survey Map** dedicating Hawthorne Drive as a public right-of-way (Draeger, Building Inspector/Zoning Administrator)

10. New Business

- a. Review and possible action relating to **Change Order #4** for the Public Works and Parks Operations facility (Williamson, Superintendent of Public Works)
- b. Review and possible action relating to the **Purchase of a Forklift** for the new Public Works and Parks Operations facility (Williamson, Superintendent of Public Works)
- c. Review and possible action relating to the **Purchase of Audio-Visual Equipment** for the Public Works and Parks Operations facility (Williamson, Superintendent of Public Works)
- d. Review and possible action relating to the **Purchase of a Part Washer** for the Public Works and Parks Operations facility (Williamson, Superintendent of Public Works)
- e. Review and possible action relating to the annual **Public Works Brush Grinding** contract (Williamson, Superintendent of Public Works)

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: January 31, 2025

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, JANUARY 21, 2025 – 7:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

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

2. Roll call

Present: Cm. Becker, Cm. Jaeckel, Cm. Johnson, Cm. Schultz and President Lescohier. Also present: City Manager, City Clerk/Treasurer/Finance Director, City Attorney, Public Works Superintendent, Building Inspector, Water Supervisor, Fire Chief and Interim City Engineer.

3. Public Hearings

None.

4. Public Comment

None.

5. Consent Agenda

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

- a. *Review and possible action relating to the **minutes of the January 7, 2025 City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- b. *Review and possible action relating to the **minutes of the January 14, 2025 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- c. *Review and possible action relating to **City Sewer, Water, and Stormwater Utility Financial Statements** as of December 2024 (Ebbert, Clerk/Treasurer/Finance Director)*
- d. *Review and possible action relating to **building, plumbing, and electrical permit report for December 2024** (Draeger, Building Inspector/Zoning Administrator)*
- e. *Review and possible action relating to the **2024 Year-end building, plumbing, and electrical permit** report (Draeger, Building Inspector/Zoning Administrator)*
- f. *Review and possible action relating to the City Clerk-issued **License and Permit Report for December 16, 2024, through January 17, 2025** (Ebbert, Clerk/Treasurer/Finance Director)*

- g. Discussion and possible action relating to a **Temporary Retailer's License** for St. Joseph Catholic Church, Knights of Columbus Chili Cook Off on February 15, 2025 (Ebbert, Clerk/Treasurer/Finance Director)*

6. Petitions, Requests, and Communications

None.

7. Resolutions and Ordinances

- a. First reading of an ordinance relating to a **Zoning Map Amendment** to change the zoning district for a portion of the property located at 401 Madison Ave. (parcel number 226-0514-0412-006), from Urban Mixed Use (UMU) to Single Family Residential (SR-7) (Draeger, Building and Zoning Administrator)*

Inspector Draeger presented the recommendation from Plan Commission to rezone property located at 401 Madison Avenue from UMU to SR-7. The proposed project involves splitting an existing parcel into two parcels and rezoning the new southern parcel (Lot 2 - facing Lincoln Street) from the UMU zoning district to the SR-7 zoning district. The new northern parcel (Lot 1 - facing Madison Avenue) is proposed to remain in the UMU zoning district. The existing parcel takes access from an alley that runs from Madison Avenue to Barrie Street. A detached garage structure is currently located near the alley and is proposed to remain as part of Lot 1 facing Madison Avenue, creating a slightly odd configuration in the northwest corner of the new Lot 2. All existing structures on the parcel today will remain with Lot 1. The applicant has expressed interest in developing the new Lot 2 into a new single-family home that would take access from Lincoln Street. This would be a permitted by right land use in the SR-7 zoning district, if the rezoning and CSM are completed. The newly created lot would be able to construct a garage.

Schultz moved, seconded by Johnson to direct the City Manager to prepare the Ordinance for a second reading at the February 4, 2025 City Council meeting. Motion carried.

8. Reports of Officers, Boards, and Committees

- a. City Manager's Report (Houseman, City Manager)*
No action taken.
- b. Interim City Engineer's Report relating to Ridge View Estates (Banker Road property) (Burt, Interim City Engineer)*

Interim City Engineer Burt reviewed the least cost alternative for any site development regarding earthwork is a balanced site, meaning no materials are required to be exported from or imported to the site. The initial design of BRD was balanced, including anticipated basement excavations. The design was based upon 25 test pits conducted by CGC, Inc. which were generally "described by the following strata (in descending order): About 5 to 24 in of topsoil, underlain by 0 to 7.5+/- ft of

sandy lean clay, lean clay and/or silt, followed by sand deposits with variable amounts of silt and gravel to the maximum depths explored.” Only CGC, Inc. test pit #11 at the rear corner of Lots 10/11 indicated “Fill: Brown to Gray to Black Fine Sand, Clay and Silt with Wood and Metal Portions.” Initial grading of the site revealed very poor non-structural (organic) fill material along the west side of the site (under Merigold Drive and Lots 2-14 and 52-56). This material is unacceptable for road and building construction so additional test pits were conducted to map the depths and extents. Discovery of this poor material also created two challenges for site grading. All stakeholders have collaborated to identify least cost solutions for the excess non-structural material. These include the following: Identify additional locations within the project area to place and/or stockpile material, Redesign components of project to require the use of additional non-structural material, Explore interest from third parties in removal of excess topsoil at no cost and Explore specific approaches to the excavation, grading and restoration of each lot that is mutually beneficial to the development team. The discovery of differing soils within the site has presented some challenges but collectively we have explored and/or implemented a number of measures to minimize the overall cost.

No action was taken.

9. Unfinished Business

None.

10. New Business

- a. *Review and possible action on a design contract for the City's **2026 water main replacement and street improvements** (Armstrong, Water Utility Superintendent)*
Supervisor Armstrong stated that in 2026, the City's water main replacement and road construction will focus on Jefferson St., White St., Clover Ln., and Oak St. The project will include sidewalk as a bid alternate to infill missing areas. Sanitary and storm main and manholes will be evaluated by the City staff and point repairs will be added to the project design as needed. The City will begin design early in 2025 for the project with the anticipation of putting out bids for the work in the 4th quarter of 2025, again pushing for the advantages provided with an early bid date for construction in 2026. Twelve firms were solicited for the work. A total of four proposals were received. This work is uncomplicated in both the project design and the schedule required. Differentiation of the proposals really focuses on the cost proposal and the stated ability to meet the schedule for bid documents. To that end, the bids ranged from a high of \$98,000 to a low of \$61,000. The summary of the proposal review is attached. Ruekert-Mielke provided the lowest bid on their design proposal. All proposals are included with this memo, and all four companies have worked in the City previously. This work involves aspects of stormwater, water, wastewater, and road design and is assigned a percentage of the design fees to each of these four accounts within the three utilities and Fund 5 of the general fund.

Jaeckel moved, seconded by Schultz to award the design contract for the City's 2026 water main replacement and street improvements to Ruekert & Mielke in an amount not to exceed \$61,644.00 and authorizing the City Manager to execute the contract for these services. Motion carried.

- b. *Review and possible action relating to a **Master Services Agreement** with Ruekert and Mielke, Inc. for Engineering Services through December 31, 2025 (Houseman, City Manager)*

Manager Houseman reminded the council of an approved a Master Services Agreement with Ruekert & Mielke, Inc. in 2022 for professional engineering services. That agreement ran through the end of 2023 and was necessary because the City had been unable to fill the Assistant City Engineer position. In December 2024, the City Council approved an Agreement with Ruekert & Mielke, Inc. to serve as the Interim City Engineer until such time that a City Engineer is hired due to the departure of City Engineer/Public Works Director Andy Selle. Andrew Burt, P.E. has been serving as the Interim City Engineer since that Agreement was approved in December. The attached letter dated January 15, 2025 extends the Master Services Agreement through December 31, 2025. The work of Mr. Burt as Interim City Engineer will fall under a Task Order through this MSA. This extension of the MSA will not require additional funding by the City, unless or until additional Task Orders are approved for specific projects. The attached 2025 rate schedule outlines the rates for services and was approved as part of the Interim City Engineer agreement from December 2024. If there are Task Orders outside Mr. Burt's services as Interim City Engineer, they will most likely come before the City Council for action.

Becker moved, seconded by Schultz to approve the Master Services Agreement with Ruekert and Mielke, Inc. for engineering services through December 31, 2025, and authorize the City Manager to execute the agreement. Motion carried.

- c. *Review and possible action relating to a **Certified Survey Map** for the property located at 401 Madison Avenue (Draeger, Building and Zoning Administrator)*

Inspector Draeger reviewed the CSM for property located at 401 Madison Avenue. The proposed project involves splitting an existing parcel into two parcels and rezoning the new southern parcel (Lot 2 - facing Lincoln Street) from the UMU zoning district to the SR-7 zoning district. The new northern parcel (Lot 1 - facing Madison Avenue) is proposed to remain in the UMU zoning district. The existing parcel takes access from an alley that runs from Madison Avenue to Barrie Street. A detached garage structure is currently located near the alley and is proposed to remain as part of Lot 1 facing Madison Avenue, creating a slightly odd configuration in the northwest corner of the new Lot 2. All existing structures on the parcel today will remain with Lot 1. The applicant has expressed interest in developing the new Lot 2 into a new single-family home that would take access from Lincoln Street. This would be a permitted by right land use in the SR-7 zoning district, if the rezoning and CSM are completed.

Becker moved, seconded by Johnson to approve the Certified Survey Map for the property

located at 401 Madison Ave. Motion carried.

- d. *Review and possible action relating to **rescheduling regular City Council meetings to accommodate 2025 Election Schedules** (Ebbert, City Clerk/Treasurer/Finance Director)*
Clerk/Treasurer Ebbert stated the Council regularly meets on the first and third Tuesday of every month. This year, there are two elections that coincide with Council meeting dates. Staff requests that the Council move the Council meetings to the following Thursday to accommodate the elections. Elections are a key responsibility of the City Clerk, as is taking the minutes at the City Council meeting. Rescheduling the meeting allows the City Clerk to focus entirely on the Election and provides the opportunity for Council and Staff to cast their vote on said date without meeting conflicts.
- Tuesday, February 18th to Thursday, February 20th (due to Spring Primary)
 - Tuesday, April 1st to Thursday, April 3rd (due to Spring General Election).

Jaeckel moved, seconded by Schultz to reschedule the City Council meetings as noted due to elections. Motion carried.

11. Miscellaneous

None.

12. Claims, Appropriations and Contract Payments

- a. *Review and possible action relating to the **Verified Claims** presented by the Director of Finance and authorization of payment* (Ebbert, Clerk/Treasurer/Finance Director)
Becker moved, seconded by Jaeckel to approve the list of Verified Claims as presented. Motion carried.

13. Adjournment

Jaeckel moved, seconded by Becker to adjourn. Meeting adjourned at 7:37 pm.

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, JANUARY 28, 2025 – 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 Shull, Kessenich, Council Rep Schultz, Chairperson Manager Houseman. Also present: City Attorney, Building Inspector and Clerk/Treasurer.

Absent: Commissioner Highfield and Hough.

3. New Business

a. Review and possible action relating to the *minutes of the January 14, 2025 Plan Commission meeting* (Ebbert, Clerk/Treasurer/Finance Director)

Schultz moved, seconded by Shull to approve the minutes of the January 14, 2025 Plan Commission meeting. Motion carried.

b. Review and possible action relating to a *Site Plan Review* for signage at Riedl and Son Exterior Specialists, 1550 Madison Ave. (SPR-2025-03) (Draeger, Building Inspector/Zoning Administrator)

Building Inspector Draeger reviewed the submission from Riedl and Son LLC who is proposing a new Wall Sign located on the front façade of the building facing Madison Ave, as well as a panel replacement on an existing development sign adjacent to Madison Ave. The signs will depict the company logo and the business type. The wall sign is proposed to be 11'x4' and the panel replacement sign is proposed to be 5'9" wide and would have a height of 1'9", this is the existing space to be filled on the existing development sign. Panel replacements on existing signs are permitted by right in Article IX.

Kessenich moved, seconded by Schultz to approve the requested wall sign and the requested tenant panel sign as proposed. Motion carried.

c. Review and possible recommendation to the City Council relating to the Ridge View Estates Preliminary Plat, formerly known as the Banker Road property (PPR-2025-01) (Draeger, Building Inspector/Zoning Administrator)

Building Inspector Draeger presented the proposed new subdivision shown on the Preliminary Subdivision Plat is a long-anticipated residential development located between Fort Atkinson High School and Banker Road. The Plat shows 76 residential lots with several zoning designations and densities. Also seen on the Plat are six outlots, these lots are designed to accommodate additional storm waters created by the increased impervious surfaces such as streets, driveways, and buildings. The plat has five public streets shown, Hawthorne Drive, Trillium Drive, Marigold Drive, Peony Place, and Banker Road.

Kessenich moved, seconded by Schultz to recommend to the City Council to approve the Preliminary Map with the conditions listed below:

1. PUD lots to be labeled with each individual lot's base Zoning,
2. Outlot 2 to be eliminated and replaced with stormwater easements; bringing all proposed lots into conformity with respect to dimensions,
3. Outlot 3 to be eliminated to accommodate changes in road grading per the Design Engineer,
4. Utility easements to be shown on Final Plat,
5. Set all collector street radius' to city standards,
6. Outlot to be described or labeled as CON - Conservancy on Final Plat Any other recommendations by the Plan Commission.

Motion carried.

d. ***Concept Plan-Planned Unit Development-Group Development Plan and Specific Implementation Plan Ridge View Estates, Lot 61 (PUD-2025-01) (Draeger, Building Inspector/Zoning Administrator)***

Building Inspector Draeger introduced the concept plan for the lot currently noted on the plan as Lot 61. The applicant and the City have agreed in concept to the development. Conversations have been productive to date and the City and the applicant are ready to enter the PUD process with what appears to be a mutually beneficial project in concept. The PUD process is designed to formalize the project into a final package for Plan Commission and City Council approval. No public notice is required for the review of a PUD Concept Plan.

Plan Commission takes no action at the Concept Proposal stage of the PUD process. Formal action is taken at the General Development Plan (step 2) and Site Implementation Plan (step 3). Plan Commission, through its discussion of the submittal, can provide an indication to the applicant if an opportunity for a successful PUD process exists. Staff support this proposal at its current stage in the process. No action was taken.

e. ***Concept Plan-Planned Unit Development-Group Development Plan and Specific Implementation Plan Ridge View Estates, Lot 1 (PUD-2025-02) (Draeger, Building Inspector/Zoning Administrator)***

Building Inspector Draeger discussed the concept plan that the applicant and the City have agreed upon. Conversations have been productive to date and the City and the applicant are ready to enter the PUD process with what appears to be a mutually beneficial project

in concept. The PUD process is designed to formalize the project into a final package for Plan Commission and City Council approval. This portion of the overall development would be for a Planned Unit Development on a MRM-12 zoned parcel of two sets of Row Houses/Townhomes. The proposal depicts two principle structures on an individual lot. This portion of the overall development would be for a Planned Unit Development on a MRM-12 zoned parcel of two sets of Row Houses/Townhomes. The proposal depicts two principle structures on an individual lot. One Principle structure is permitted on an individual parcel and is one reason for the applicant to enter the PUD process.

Plan Commission takes no action at the Concept Proposal stage of the PUD process. Formal action is taken at the General Development Plan (step 2) and Site Implementation Plan (step 3). Plan Commission, through its discussion of the submittal, can provide an indication to the applicant if an opportunity for a successful PUD process exists. Staff support this proposal at its current stage in the process. No action was taken.

- f. Update on previous Plan Commission items (Houseman, City Manager)*
Manager Houseman stated that Staff has a few items that will be reviewed in 2025. Inspector Draeger gave updates on a few ongoing projects. No action was taken.

4. Adjournment

Schultz moved, seconded by Kessenich to adjourn. Meeting adjourned at 5:00 pm.

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



MEMORANDUM

DATE: February 4, 2025

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Building/Zoning Administrator

RE: Second reading of an ordinance relating to a Zoning Map Amendment to change the zoning district for a portion of the property located at 401 Madison Ave. (parcel number 226-0514-0412-006), from Urban Mixed Use (UMU) to Single Family Residential (SR-7) (Draeger, Building and Zoning Administrator)

BACKGROUND

The proposed project involves splitting an existing parcel into two parcels and rezoning the new southern parcel (Lot 2 - facing Lincoln Street) from the UMU zoning district to the SR-7 zoning district. The new northern parcel (Lot 1 - facing Madison Avenue) is proposed to remain in the UMU zoning district.

The existing parcel takes access from an alley that runs from Madison Avenue to Barrie Street. A detached garage structure is currently located near the alley and is proposed to remain as part of Lot 1 facing Madison Avenue, creating a slightly odd configuration in the northwest corner of the new Lot 2. All existing structures on the parcel today will remain with Lot 1.

The applicant has expressed interest in developing the new Lot 2 into a new single-family home that would take access from Lincoln Street. This would be a permitted by right land use in the SR-7 zoning district, if the rezoning and CSM are completed

DISCUSSION

At the meeting on January 14, 2025, the Plan Commission held a public hearing relating to this matter without participation. The Plan Commission reviewed this matter and recommended that the City Council adopt an Ordinance changing the zoning of the property with the following conditions:

- Building permit review and approval by City staff prior to any construction on the new southern parcel (Lot 2 in CSM); and
- Any other recommendations of City staff and the Plan Commission.

The City Council held the first reading of the ordinance on January 21, 2025. The CSM for this property was also approved at that meeting but has not been recorded with the county yet. Staff will bring the ordinance back for a final reading when the CSM has been finalized.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends the City Council perform the second reading of this Ordinance and direct the City Manager to bring the ordinance back to council for a third/final reading after the CSM is finalized.

ATTACHMENTS

1. Plan Commission Memorandum
2. Public Notice
3. 401 Madison Ave CSM and ZMA Application
4. 401 Madison Ave PREL CSM - UPDATED
5. 401 Madison ZMA Owner Explanation
6. Ord. ZMA-2025-01 333 Lincoln St



ZONING MAP AMENDMENT REVIEW REPORT TO THE PLAN COMMISSION

DATE: January 14, 2024

PROPERTY ADDRESSES: 401 Madison Ave

PARCEL NUMBER: 226-0514-0412-006

OWNER: Burnham House, LLC

APPLICANT: Burnham House, LLC

FILE NUMBER: ZMA-2025-01

EXISTING ZONING: UMU, Urban Mixed Use

PROPOSED ZONING: SR-7 Single-Family
Residential and UMU, Urban Mixed Use

EXISTING LAND USE: Two-Flat

REQUESTED USES: Two-Flat and Single-Family

BACKGROUND

Section 70.05.04 and 70.06.03 of the City of Fort Atkinson Land Division and Development Ordinance outlines the requirements for Certified Survey Map (CSM) review and approval by the Plan Commission and City Council for conformance with all ordinances and plans.

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

REQUEST OVERVIEW

The proposed project involves splitting an existing parcel into two parcels and rezoning the new southern parcel (Lot 2 - facing Lincoln Street) from the UMU zoning district to the SR-7 zoning district. The new northern parcel (Lot 1 - facing Madison Avenue) is proposed to remain in the UMU zoning district.

The existing parcel takes access from an alley that runs from Madison Avenue to Barrie Street. A detached garage structure is currently located near the alley and is proposed to remain as part of Lot 1 facing Madison Avenue, creating a slightly odd configuration in the northwest corner of the new Lot 2. All existing structures on the parcel today will remain with Lot 1.

The applicant has expressed interest in developing the new Lot 2 into a new single-family home that would take access from Lincoln Street. This would be a permitted by right land use in the SR-7 zoning district, if the rezoning and CSM are completed.

Bulk Regulation	UMU Standard	Proposed New Parcel
Minimum Lot Area	10,000 sf	11,500 sf
Minimum Lot Width	60 feet	120 feet
Minimum Lot Depth	120 feet	140 feet
Minimum Lot Frontage at ROW	30 feet	128 feet
Minimum Front Setback	10 feet	6.5 feet*
Minimum Side Setback	0 or 10 feet	21 feet
Minimum Rear Setback	10 feet	21 feet
Minimum Accessory Front Setback	Behind Principal Structure	Behind Principal Structure
Minimum Accessory Side Setback	3 feet	3 feet
Minimum Accessory Rear Setback	3 feet	3 feet

*The existing residential structure facing Madison Avenue is required to have a 10-foot minimum front yard setback. This existing nonconforming setback is not proposed to change with the CSM parcel split.

Lot 2 - New Southern Parcel (SR-7)

Bulk Regulation	SR-7 Standard	Proposed New Parcel
Minimum Lot Area	6,000 sf	6,070 sf
Minimum Lot Width	40 feet	60 feet
Minimum Lot Depth	100 feet	120 feet
Minimum Lot Frontage at ROW	30 feet	60 feet

ZONING MAP AMENDMENT CRITERIA:

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

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

residential neighborhoods to the south.

4. Does the proposed Zoning Map Amendment address any of factors that are not accomplished on the current Zoning Map? Yes. The proposed zoning map amendment allows for the creation of an additional housing site within the City of Fort Atkinson and the proposed new lot is more appropriate for a different zoning district.

No public notice is required for a Certified Survey Map review and action. A public hearing is required for Rezoning review and action. All required public hearing notices have been properly posted in compliance with state law.

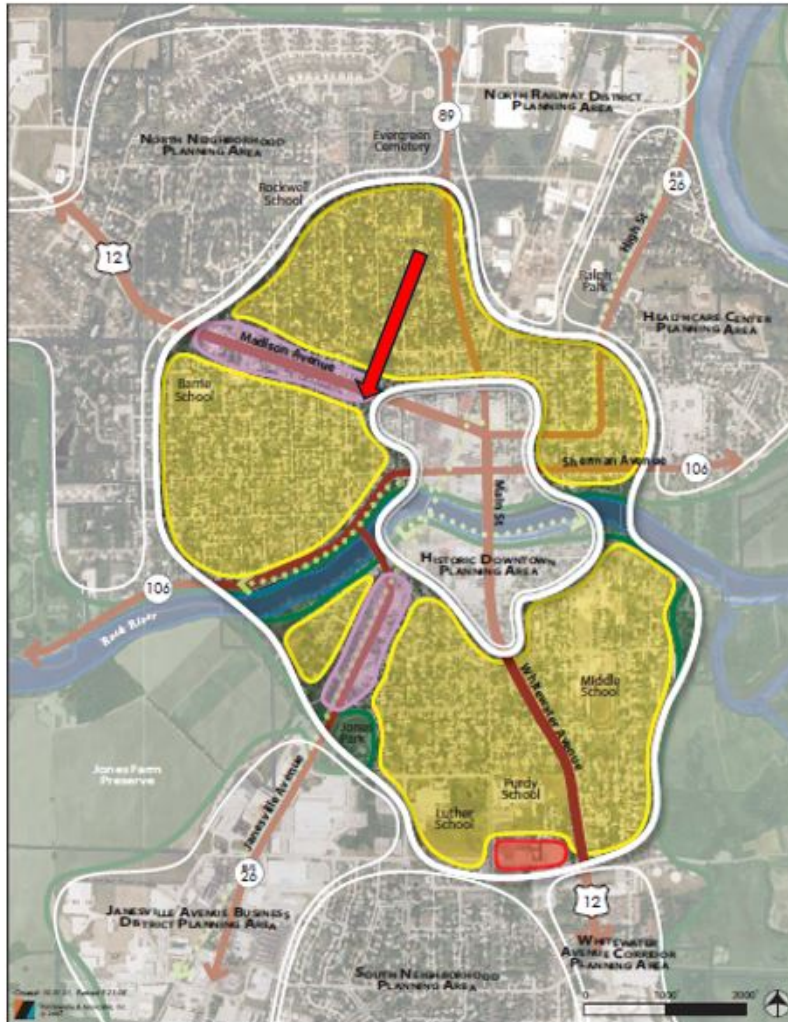
COMPREHENSIVE LAND USE PLAN (2019):

The subject property is located within the Central Neighborhoods Planning Area (see attachments) and is identified as mixed-use along the Madison Avenue corridor. The opportunities indicated on the plan include urban living experience, neighborhood character, and historic preservation balanced with modernization.

CENTRAL NEIGHBORHOODS PLANNING AREA

FIGURE: 2.16

CITY OF FORT ATKINSON
FUTURES OPEN HOUSE



The subject property is also shown as Two-Family on the Future Land Use Map. This designation includes two-family and single-family residential development. Staff believes the proposal is in concert with the Comprehensive Plan.

DISCUSSION

The applicant has worked with City staff to develop the proposed parcel split and rezoning to accommodate a new infill development lot. The City's Management Team has reviewed the application and all comments have been included within this document.

The proposed CSM and Rezoning aim to provide an additional infill development opportunity

on the proposed new southern lot. This location is inherently a transitional area that includes a variety of land uses, but still maintains the character and appropriate scale of the surrounding neighborhood.

Overall, the proposed CSM and Rezoning meet the requirements of the City's ordinances, is in alignment with adopted City plans, and could potentially provide new tax base and housing units through a future infill development.

RECOMMENDATION

No action is recommended for the public hearing.

Both the ZMA and the CSM reviews are later on the agenda for action.

City staff recommends the Plan Commission recommend the City Council approve the Certified Survey Map, subject to the following conditions:

- Permit the CSM with one existing nonconforming setback associated with the front yard setback of the existing residential structure that is proposed to remain unchanged.
- Any other recommendations of City staff and the Plan Commission.

City staff recommends approval of the Zoning Map Amendment for Lot 2 from UMU to SR-7, subject to the following conditions:

- Building Permit review and approval by City staff prior to any new construction on the new southern parcel (Lot 2).
- Any other recommendations of City staff and the Plan Commission.

ATTACHMENTS

1. Public Notice
2. 401 Madison Ave CSM and ZMA Application
3. 401 Madison Ave PREL CSM - UPDATED
4. 401 Madison ZMA Owner Explanation



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

December 3, 2024

NOTICE TO THE PUBLIC

OFFICIAL NOTICE IS HEREBY GIVEN the Fort Atkinson Plan Commission will hold a public hearing to review and make a recommendation to the City Council on a request for a Zoning Map Amendment for a portion of the property located at 401 Madison Ave. (parcel number 226-0514-0412-006), from Urban Mixed Use (UMU) to Single Family Residential (SR7). This zoning change is being requested in conjunction with a land division to accommodate future development.

Said public hearing will be held in person at the Fort Atkinson Municipal Building, 101 N. Main St. and via Zoom on Tuesday, Jan. 14, 2025 at 4:00 p.m. at the City of Fort Atkinson Plan Commission meeting. Those interested in attending this meeting should follow the below link, or dial in for audio access.

<https://us02web.zoom.us/j/82214860406?pwd=TEVyUVdQM05VNFVzb0E2TUNTU05VZlZzO9>

Meeting ID: 822 1486 0406

Passcode: 53538

Dial by your location

+1 312 626 6799

Any interested party will be given the opportunity to be heard at that time. The City Council will likely review the rezoning request at the meeting on Tuesday, Jan. 21, 2025 and again on Tuesday, Feb. 4, 2025.

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

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

Jedidiah Draeger
Building/Zoning Administrator

Madison Ave. Zoning Map Amendment



12/3/2024, 9:01:49 AM

Jefferson County Tax Parcels

City of Fort Atkinson Municipal Boundary 2022

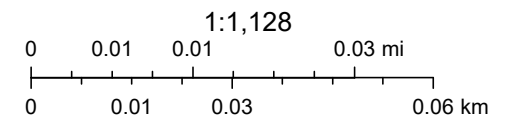
City of Fort Atkinson Base Zoning

SR-7 - Single Family Residential - 6,000sf

TF-10 - Two Flat Residential - 7,200sf

UMU - Urban Mixed Use

City of Fort Atkinson 1.5 Mile Extra-Territorial Jurisdiction





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): Steven L mode

Phone number: 414-331-6704 Email: steve.mode@waynehouserealestate.com

OWNER Name, company, and client (if applicable): Steven L mode

Burnham House LLC

Phone number: 414-331-6704 Email: steve.mode@waynehouserealestate.com

Postal address for proposed CSM: 401 Madison Ave. Fort Atkinson WI

Parcel Identification Numbers Involved: 226-0514-0412-006

Brief description of proposed division or combination and purpose: Divide property to
create a building parcel. Re zone new parcel from
UMU - URBAN Mixed use TO SR7 - Single family residential
(6000 sq ft) minimum

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)
on final CSM per Combs & Associates



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

II Process Checklist

- | | |
|--|-------------|
| ☐ Application fee of \$100 plus \$10 per additional lot received by City Treasurer
(Maximum \$500) | 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 ____ day of _____, 20 ____

Respectfully submitted,



(Signature of Applicant)

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

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

Name, company, and client (if applicable): Steven L Mode -
Burnham House LLC

Phone number: 914-331-6704 Email: Steve.mode@waynehugorealestate.com

Property address of requested zoning change: 401 Madison Ave -
Land division. UMO TO SR7 (6000 sq ft min) will address off of Lincoln St

Zoning change request from UMO to SR7

I Application Packet Requirements

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

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

II Criteria Used to Evaluate the Proposed Zoning Map Amendment

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

1. Advances the purposes of this Chapter as outlined in Section 15.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency.
2. Is in harmony with the Comprehensive Plan.
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.

4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
- a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
 - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

III Process Checklist

- | | |
|--|--------------------|
| ☐ Staff-Applicant meeting (if applicable) | Date: _____ |
| ☒ Application fee of \$200.00 received by City Clerk | Date: <u>11/26</u> |
| ☒ Reimbursement of professional consultant costs agreement executed. | Date: <u>11/26</u> |
| ☒ Receipt of complete application packet by Zoning Administrator | Date: <u>11/26</u> |
| ☐ City Staff input | Date: _____ |
| ☐ Class 2 legal notice sent to official newspaper by City Clerk | Date: _____ |
| ☐ Class 2 legal notice published on _____ and _____ | Date: _____ |
| ☐ Notification of neighboring property owners within 100 feet of the petition | Date: _____ |
| ☐ Notification of clerks of municipalities within 1,000 feet of the petition | Date: _____ |
| ☐ Notification of airports within 1 mile of the petition | Date: _____ |
| ☐ Plan Commission Public Hearing, review and recommendation | Date: _____ |
| ☐ City Council review and action | Date: _____ |

Public Parcel Search

Parcel Number - 226-0514-0412-006

Parcel Status - ACTIVE

[MAP](#)

Data Updated - November 26, 2024 9:01am

PARCEL INFORMATION

Municipality	CITY OF FORT ATKINSON
State-Municipality-Code	226
Township	05
Range	14
Section	04
Quarter-Quarter	12 - NW1/4 of NE1/4.
ID	006

VALUATION INFORMATION

Assessment Year	2024	2023
Tax District	1	1
Assessment Acres	0.403	0.403
Assessed Land Value	\$60,000	\$60,000
Assessed Improved Value	\$125,800	\$125,800
Total Value	\$185,800	\$185,800

Current year valuations are subject to change until Board of Review final adjournment

PARCEL OWNERS

BURNHAM HOUSE LLC

TAX INFORMATION

TAX YEAR 2023

NOT DELINQUENT

Tax Payments will not be display until County settlement with Local Treasurer in February 2024

General Taxes	3,509.89		
First Dollar	86.56		
Lottery Credit	0.00	Paid	Balance
General Tax	3,423.33	3,423.33	0.00
Specials	0.00	0.00	0.00
MFL			
Tax Totals	3,423.33	3,423.33	0.00

PARCEL ADDRESSES

401 A MADISON AVE
FORT ATKINSON, WI 53538

401 B MADISON AVE
FORT ATKINSON, WI 53538

BILLING ADDRESS

BURNHAM HOUSE LLC
N2192 CLEAR VIEW LN
FORT ATKINSON, WI 53538

Category	Assessed Value	Average	Estimated
Land	60,000	Assessment	Market
Improv.	125,800	Ratio	Value
Total	185,800	0.9750	190,600
First Installment	1,712.33	Second Installment	1,711.00

PROPERTY SIZE

Acres	Front	Depth
0.403	0.00	0.00

BRIEF LEGAL DESCRIPTION

(NOT FOR USE ON LEGAL

DOCUMENTS)

Description

LOT 1 & 2, BLK 15, A CONT. OF BARRIE'S ADD. EX .02A IN USH 12 DOC 1088187. RERECORD IN DOC 1089995.

DISTRICT INFORMATION

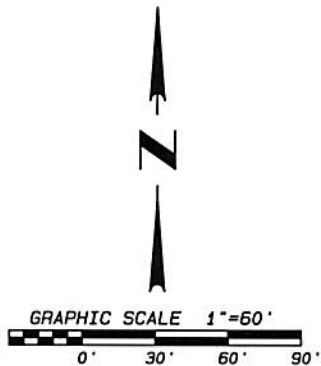
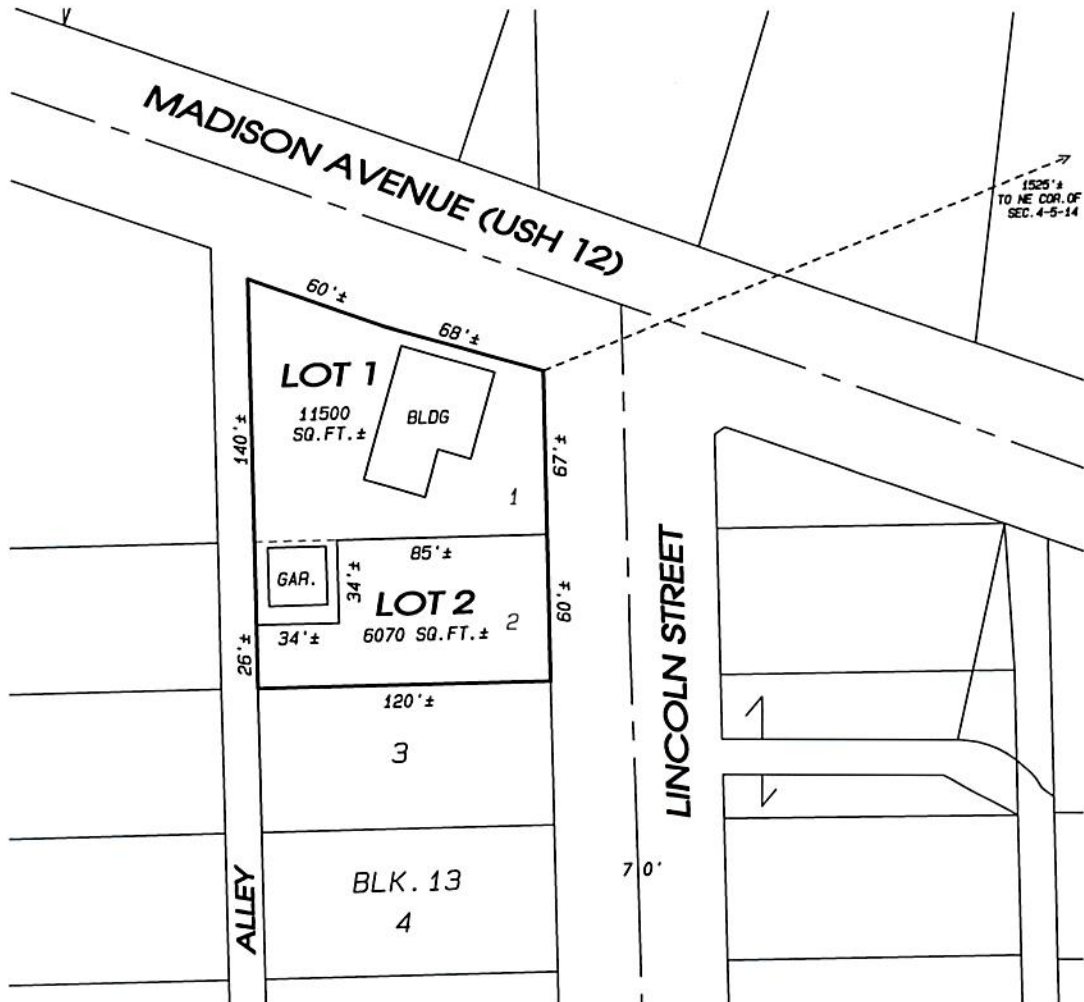
Type	State Code	Description
School District	281883	FORT ATKINSON SCH DT
Technical College	400	MATC

RECORDED TRANSFER DOCUMENTS

Doc Type	Status	Document Date	Sale Amt	Doc. No.
WAR-DEED	P	08/30/2024	245,000	1487396
TRUST-DEED	X	02/14/2005	120,000	1170105
QCD	X	11/14/1996		965514
TRUST-DEED	X	06/17/1996		958017

PRELIMINARY CERTIFIED SURVEY MAP

PART OF LOT 1 AND ALL OF LOTS 2 AND 3, BLOCK 15, CONTINUATION OF BARRIE'S ADDITION,
LOCATED IN GOVERNMENT LOT 2 OF FRACTIONAL SECTION 4. T.5N., R.14E. OF THE 4TH P.M.,
CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.



NOTE: THIS MAP IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED AND UNRECORDED.

NOTE: THE BASIS OF BEARINGS IS ASSUMED.

Project No. 124 - 473 For: HAYES

DATE: NOVEMBER 15, 2024

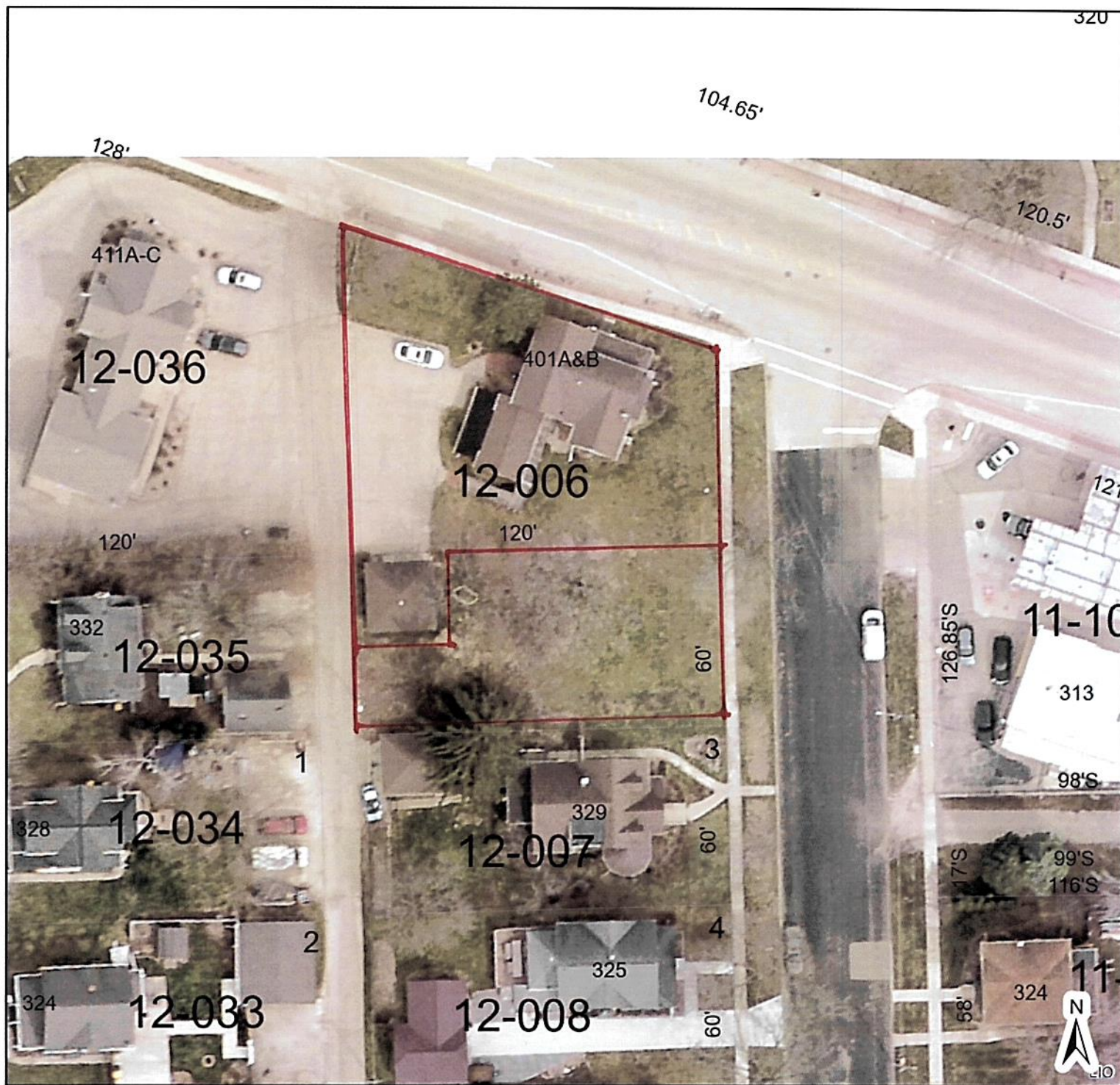
Combs
& ASSOCIATES

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 N. Milwaukee St.
Janesville, WI 53548
WWW.COMBSURVY.COM

tel: 608 752-0575
fax: 608 752-0534

Jefferson County Land Information



PLSS Sections



Right of Ways

Cartographic Lines



Property Boundary



Old Lot/Meander/Other Carto-Lines



Rail Right of Ways



Surface Water



Map Hooks



Tax Parcel Information



Personal Property



40 20 0 40 Feet

1 inch = 47 feet

Jefferson County Geographic Information System

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.

Printed on: November 26, 2024

Author: Public User

Page 28 of 138



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

CITY OF FORT ATKINSON
COST RECOVERY AGREEMENT

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

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

Applicant Name: Steven L. Mode

Project Name: _____

Project Address: 401 Madison Ave

Parcel Number: 226-0514-0412-006

Dated this _____ day of _____, 20____.

Agreement signed and entered into by:

The City of Fort Atkinson

City Manager

Property Owner Information:

Owner Name: Burnham House LLC

Owner Signature: Steven L. Mode

Address: N2192 Clearview Ln
FORT ATKINSON WI 53538

Phone Number: 414-331-6704

Email Address: Steve.Mode@waynehayesreal
estate.com

Applicant Information (if different):

Applicant Name: Steven L. Mode

Applicant Signature: Steven L. Mode

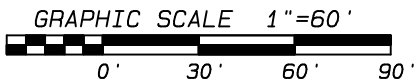
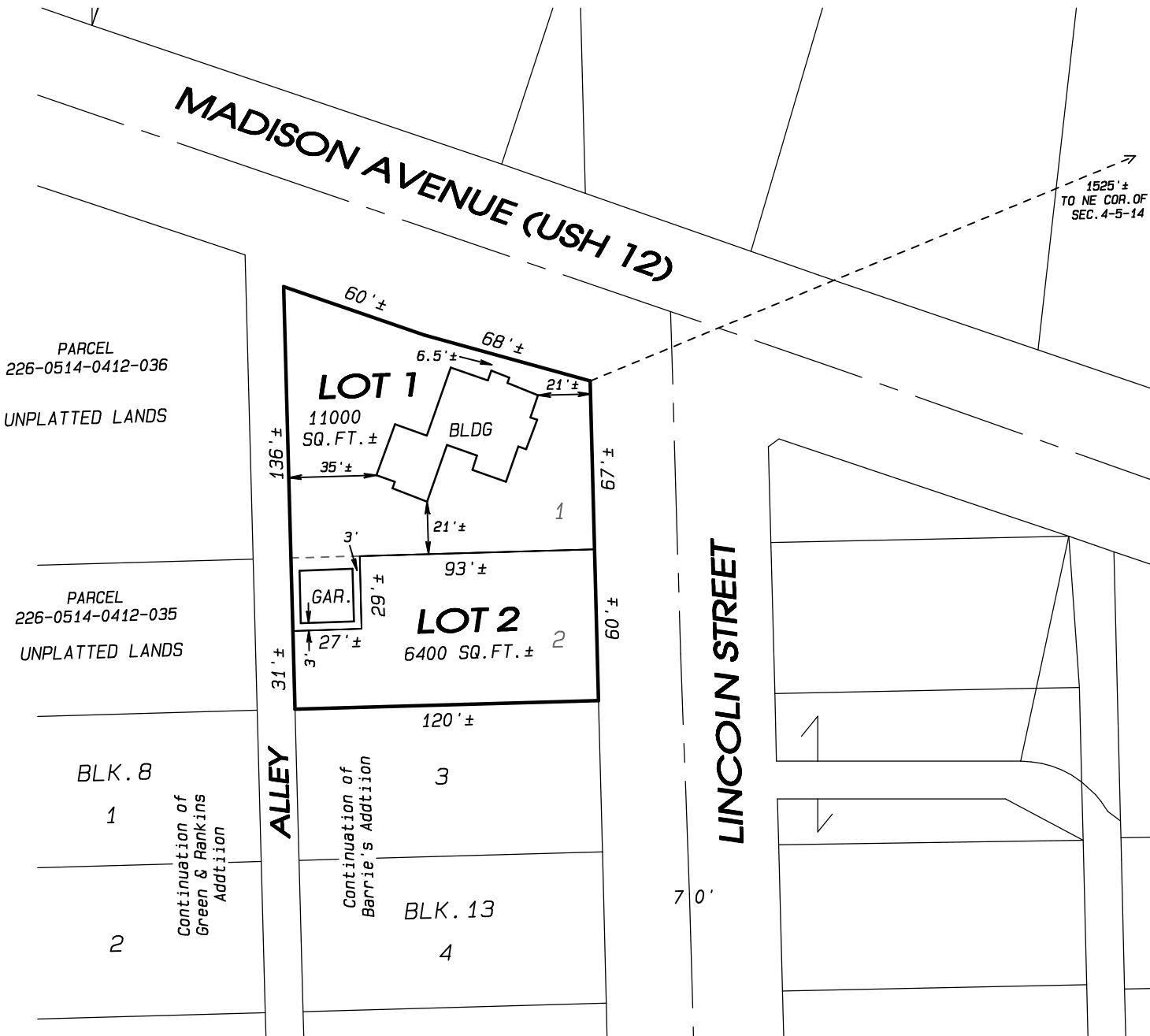
Address: N2192 Clearview Ln

Phone Number: 414-331-6704

Email Address: Steve.Mode@waynehayes
real estate.com

PRELIMINARY CERTIFIED SURVEY MAP

PART OF LOT 1 AND ALL OF LOTS 2 AND 3, BLOCK 15, CONTINUATION OF BARRIE'S ADDITION, LOCATED IN GOVERNMENT LOT 2 OF FRACTIONAL SECTION 4. T.5N., R.14E. OF THE 4TH P.M., CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.



BURNAM HOUSE, LLC
STEVEN MODE (OWNER)
c/o STEVEN MODE
WAYNE HAYES REAL ESTATE
111 W SHERMAN AVENUE
FORT ATKINSON, WI 53530
(414) 331-6704
steve.mode@waynehayesrealestate.com

CURRENT ZONING: UMU
(URBAN MIXED USE)

PROPOSED ZONING: SR7
(SINGLE FAMILY RESIDENTIAL)

DATE: NOVEMBER 15, 2024
UPDATED: DECEMBER 16, 2024

NOTE: THIS MAP IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED AND UNRECORDED.

NOTE: THE BASIS OF BEARINGS IS ASSUMED.

Project No. 124 - 473 For: HAYES

Combs & Associates

109 W. Milwaukee St.
Janesville, WI 53548
www.combsurvey.com

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

tel: 608 752-0575
fax: 608 752-0534

From: [Steve Mode](#)
To: [Sarah Weihert](#)
Subject: 401 Madison Ave Essay!
Date: Tuesday, November 26, 2024 11:45:48 AM

Proposed/requested Zoning Change- 401 Madison Ave.

My intent is to divide the property I own at 401 Madison Ave(Parcel # 226-0514-0412-006). It is owned by an LLC called Burnham House LLC controlled by me. The .403 acre parcel is currently zoned UMU-Urban Mixed Use (10,000 sq.ft. minimum). I would like to form a single family residential lot consistent with the surrounding zoning of SR-7 (6000 sq. ft. minimum). There is currently a garage that is associated with 401 Madison Ave that will stay with that parcel. There is a current lot division request associated with this project in the works. Both of these requests work hand in hand. In the packet is a Preliminary CSM by Dan Higgs of Combs and Associates. It identifies the parent lot remains with 11,500 sq. ft. and the new lot will have around 6700 sq. ft. Both fall within their respective proposed zoning classifications.

Please let me know if you need any additional information. Thank you for your time.

Steve Mode
Wayne Hayes Real Estate, LLC
111 W. Sherman Ave, Fort Atkinson WI 53538
Office: (920)563-3956
Cell: (414)331-6704

ORDINANCE NO. ____

**AN ORDINANCE
TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF FORT ATKINSON**

NOW, THEREFORE, the City Council of the City of Fort Atkinson, Wisconsin, do ordain as follows:

Section 1. Section 15.02.03 of the City of Fort Atkinson Zoning Ordinance, adopting the Map of Standard Zoning Districts, is hereby amended to change the zoning classification of the following described property from UMU, Urban Mixed Use, to SR-7, Single Family Residential:

LOT 1 & 2, BLK 15, A CONT. OF BARRIE'S ADD. EX .02A IN USH 12 DOC 1088187.
RERECORD IN DOC 1089995

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect upon passage, posting, or publication as provided by law.

Enacted by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin,
this _____ day of _____, 2024.

CITY OF FORT ATKINSON

Davin Lescohier, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: February 4, 2025

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Building/Zoning Administrator

RE: Review and possible reaffirmation relating the petition to discontinue Trillium Drive and a portion of Banker Road in the City of Fort Atkinson, Jefferson County, Wisconsin (Draeger, Building Inspector/Zoning Administrator)

BACKGROUND

Trillium Dr was platted in early 2024 using a Certified Survey Map, approved by Planning Commission and City Council. The boundaries of the right of way reflected a previous design for the development that is no longer appropriate. The right of way will be re-established in functionally the same area through the upcoming review and possible approval of a preliminary plat or certified survey map in the area.

The process for discontinuance of a right of way is covered in state statute 66.1003. The statute indicates that proceedings to consider the discontinuance may be initiated by a petition for such by all adjacent adjoining property owners.

DISCUSSION

The Plan Commission reviewed this request at a meeting on December 10, 2024 and recommended the City Council approve the Resolution to discontinue Trillium Drive. The Council held a public hearing with no participation on December 17, 2024, and adopted the attached resolution.

Since that time, City staff has been working with the contracted design engineer and surveyor from Quam Engineering on the preliminary plat for the subdivision. The surveyor suggested staff bring this item back to the council because there was an erroneous Exhibit included for this item previously which referenced James Way; and staff would like the correct exhibit to be reflected on the public record. Staff has also added, "and a portion of Banker Road" to the title of the item so that it is clear that the instrument vacates both the previously platted Trillium Drive and the portion of Banker Road that is shown in Exhibit A.

FINANCIAL ANALYSIS

There is no financial impact of reaffirming and clarifying this petition.

RECOMMENDATION

Staff recommends the Council reaffirm the petition to discontinue Trillium Drive and a portion of Banker Road in the City of Fort Atkinson, Jefferson County, Wisconsin.

ATTACHMENTS

1. Exhibit A
2. Exhibit B - Legal Description_Trillium & Banker RW Discontinuance
3. Res 1430 Trillium Dr

EXHIBIT A

OWNER/PREPARED FOR:
CITY OF FORT ATKINSON
101 N. MAIN STREET,
FORT ATKINSON, WISCONSIN 53538



LEGEND

-

North is referenced to the West line of the Northwest 1/4, Section 33, which bears N00°50'52"W (Jefferson County Grid System)

06/27/2023 COMPLETION DATE OF THE FIELDWORK

Page 35 of 138

CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____.

LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER, SECTION 33, TOWNSHIP 6 NORTH, RANGE 14 EAST, CITY
OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Dustin J. LaBlonde, Wisconsin Professional Land Surveyor, hereby certify that I have surveyed, divided, and mapped part of the Southwest quarter of the Northwest quarter, Section 33, Township 6 North, Range 14 East, City of Fort Atkinson, Jefferson County, Wisconsin, more particularly described as follows:

Commencing at the West quarter corner of said Section 33;
Thence N00°50'52"W 659.30 feet along the West line of the Northwest quarter of said Section 33 to the point of beginning;
Thence N00°50'52"W 683.18 feet along said West line;
Thence Southeasterly 38.13 feet along the arc of a 25.00 foot radius curve concave Northeasterly whose chord bears S44°32'11"E 34.54 feet to the North line of said Southwest quarter of the Northwest quarter;
Thence S88°13'31"E 703.49 feet along said North line;
Thence Southerly 228.00 feet along the arc of a 358.00 foot radius curve concave Easterly whose chord bears S02°14'19"E 224.17 feet;
Thence Southerly 193.84 feet along the arc of a 265.00 foot radius curve concave Westerly whose chord bears S00°28'17"W 189.55 feet;
Thence S21°25'36"W 261.45 feet to the South line of the North half of said Southwest quarter of the Northwest quarter;
Thence N88°09'29"W 629.27 feet along said South line to the point of beginning.

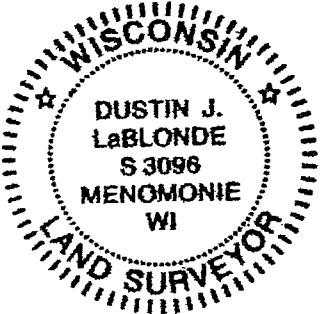
Said parcel contains 468,160 square feet (10.75 acres) more or less.

Said survey is subject to easements of record and as shown.

That I have made such survey, land division, and map at the direction of the City of Fort Atkinson, owner, 101 N. Main Street, Fort Atkinson, Wisconsin 53538. That such map is a correct representation of the exterior boundaries of the land surveyed, and the subdivision thereof made. That I fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes, A-E 7 of the Wisconsin Administrative Code and the subdivision regulations of the City of Fort Atkinson in surveying, dividing and mapping the same.

Dated this 27th day of June, 2023.


Dustin J LaBlonde, P.L.S. #3096



Line Table		
Line #	Direction	Length
L1	N00°50'52"W	82.57'
L2	N05°06'39"E	35.02'
L3	N00°30'12"E	66.16'
L4	N17°30'13"E	55.09'
L5	N33°07'35"E	39.87'
L6	S83°22'28"E	42.64'
L7	S77°02'37"E	91.41'

Line Table		
Line #	Direction	Length
L8	S35°18'12"E	48.83'
L9	S33°39'53"E	56.61'
L10	S05°04'39"W	43.59'
L11	S08°18'22"E	61.12'
L12	S14°38'43"E	43.37'
L13	S04°30'25"E	19.38'

Curve Table							
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length	1st Tangent	2nd Tangent
C1	38.13'	25.00'	87°22'39"	S44°32'11"E	34.54'	S00°50'52"E	S88°13'31"E
C2	228.00'	358.00'	36°29'27"	S02°14'19"E	224.17'	S16°00'24"W	S20°29'02"E
C3	154.09'	438.00'	20°09'23"	S10°24'21"E	153.29'	S00°19'40"E	S20°29'02"E
C4	193.84'	265.00'	41°54'39"	S00°28'17"W	189.55'	S20°29'02"E	S21°25'36"W
C5	135.32'	185.00'	41°54'39"	S00°28'17"W	132.33'	S20°29'02"E	S21°25'36"W
C6	38.38'	25.00'	87°58'17"	S44°18'48"E	34.72'	S88°17'56"E	S00°19'40"E
C7	40.41'	25.00'	92°37'21"	N45°27'49"E	36.16'	N00°50'52"W	S88°13'31"E

Dustin J. LaBlonde, PLS
Cedar Corporation
604 Wilson Avenue
Menomonie, Wisconsin 54751

CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____.

LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER, SECTION 33, TOWNSHIP 6 NORTH, RANGE 14 EAST, CITY
OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

The City of Fort Atkinson, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map and does further certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

The City of Fort Atkinson

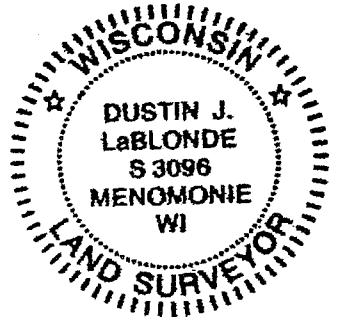
IN WITNESS WHEREOF, said City of Fort Atkinson has caused these presents to be signed by Rebecca LeMire, its City Manager, and countersigned by Michelle Ebbert, its City Clerk, at Fort Atkinson, Wisconsin, and its Corporate Seal to be hereto affixed on this

12 day of February, 2023.

In presence of:

Rebecca LeMire City Manager

Michelle Ebbert City Clerk



Dustin J. LaBlonde
06/27/2023

STATE OF WISCONSIN)
Jefferson COUNTY) SS

Personally came before me this 12th day of February, 2023, Rebecca LeMire, City Manager, and Michelle Ebbert, City Clerk of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such City Manager and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Seal
My commission expires 10/11/25

Notary Public, Fort Atkinson Wisconsin.

CERTIFICATE OF CITY OF CITY OF FORT ATKINSON

This Certified Survey Map is approved of as complying with the Subdivision Ordinance, of the Municipal Code of the City of Fort Atkinson.

Dated this 12 day of Feb, 2023.

Rebecca LeMire City Manager

Michelle Ebbert City Clerk

Exhibit "B"

Legal Description

Trillium Drive and Banker Road Right-of-Way Discontinuance

All of Trillium Drive and Banker Road, the fee title of which was dedicated on Jefferson County Certified Survey Map (CSM) No. 6455 recorded as Document No. 1481920 of Jefferson County Records, being a part of the Southwest 1/4 of the Northwest 1/4 and part of the Northwest 1/4 of the Northwest 1/4, Section 33, Township 6 North, Range 14 East, City of Fort Atkinson, Jefferson County, Wisconsin, being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 1 of said CSM, lying on the Westerly right-of-way line of said Banker Road;

thence, along the right-of-way lines of said Banker Road and said Trillium Drive, the following courses:

1. N21°25'36"E, 289.91 feet, to the beginning of a tangent curve, being concave Westerly, having a radius of 185.00 feet and a chord which bears N00°28'17"E, 132.33 feet;
2. Northerly, 135.32 feet along the arc of said curve through a central angle of 41°54'39" to a Point of Reverse Curve with a curve being concave Easterly, having a radius of 438.00 feet and a chord which bears N10°24'21"W, 153.29 feet;
3. Northerly, 154.09 feet along the arc of last said curve through a central angle of 20°09'23" to a Point of Reverse Curve with a curve being concave Southwesterly, having a radius of 25.00 feet and a chord which bears N44°18'48"W, 34.72 feet;
4. Northwesterly, 38.38 feet along the arc of last said curve through a central angle of 87°58'17" to the Point of Tangency thereof;
5. N88°13'31"W, 581.83 feet to the beginning of a tangent curve, being concave Southeasterly, having a radius of 25.00 feet and a chord which bears S45°27'49"W, 36.16 feet;
6. Southwesterly, 40.41 feet along the arc of said curve through a central angle of 92°37'21" to a point on the West line of said Northwest 1/4 of Section 33;
7. along said West line, N00°50'52"W, 130.14 feet to the beginning of a non-tangent curve, being concave Northeasterly, having a radius of 25.00 feet and a chord which bears S44°32'11"E, 34.54 feet;
8. Southeasterly, 38.13 feet along the arc of said curve through a central angle of 87°22'39" to the Point of Tangency thereof;
9. S88°13'31"E, 703.49 feet to the beginning of a non-tangent curve, being concave Easterly, having a radius of 358.00 feet and a chord which bears S02°14'19"E, 224.17 feet;
10. Southerly, 228.00 feet along the arc of last said curve through a central angle of 36°29'27" to a Point of Reverse Curve with a curve being concave Westerly, having a radius of 265.00 feet and a chord which bears S00°28'17"W, 189.55 feet;
11. Southerly, 193.84 feet along the arc of last said curve through a central angle of 41°54'39" to the Point of Tangency thereof;
12. S21°25'36"W, 261.45 feet to the Southeast corner of said CSM;
13. along the South line of said CSM, N88°09'29"W, 84.91 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 106,114 square feet or 2.4360 acres, more or less, and is shown on the map, Exhibit "A" attached hereto and by this reference made a part hereof.

The above-described parcel **is subject to** the existing Statutory 66-foot wide Public Highway Easement for Banker Road where it currently exists and is also subject to all easements and agreements, if any, of record and/or fact.

RESOLUTION NO. 1430

**RESOLUTION DISCONTINUING
TRILLIUM DRIVE IN THE CITY OF
FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN**

WHEREAS, the abutting property owners to Trillium Drive, have petitioned the City Council of the City of Fort Atkinson that Trillium Drive, in the City of Fort Atkinson, Jefferson County, Wisconsin be discontinued and vacated as described on Exhibit A attached hereto; and

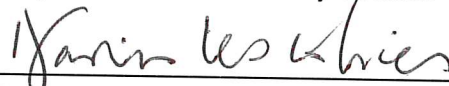
WHEREAS, this Resolution was introduced before the City Council of the City of Fort Atkinson on December 17, 2024, Notice of Hearing was duly published in the Daily Jefferson County Union, and a public hearing was held before the City Council of the City of Fort Atkinson on December 17, 2024 at 7:00 o'clock p.m.

NOW THEREFORE, in accordance with the authority vested in the City of Fort Atkinson by Sec. 66.1003 Wis. Stats.

BE IT RESOLVED by the City Council of the City of Fort Atkinson that Trillium Drive, in the City of Fort Atkinson, Jefferson County, Wisconsin, as described specifically in Exhibit A, be discontinued and vacated.

The above Resolution was duly adopted by the City of Fort Atkinson at a regular meeting held on December 17, 2024.

City of Fort Atkinson City Council


Davin Lescohier, Council President

CERTIFICATION

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Fort Atkinson on the 17th day of December 2024.



Michelle Ebbert,
City Clerk/Treasurer



MEMORANDUM

DATE: February 4, 2025

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Building/Zoning Administrator

RE: Review and possible action relating to a Certified Survey Map dedicating Hawthorne Drive as a public right-of-way (Draeger, Building Inspector/Zoning Administrator)

BACKGROUND

Hawthorne Drive was platted and dedicated to the public in 2023 using a Certified Survey Map, approved by Planning Commission and City Council. The property is owned by the Fort Atkinson School District and currently functions as a driveway to access the High School building, parking lots, and athletic fields.

DISCUSSION

The Plan Commission reviewed the CSM request at a meeting on September 26, 2023 and recommended the City Council approve the Certified Survey Map. The Council approved the CSM on October 3, 2023. The information from 2023 is attached to this memorandum. The document was approved, but not recorded because City staff became aware that adjustments would need to be made to the right-of-way to accommodate a new intersection at Hawthorne Drive and Trillium Drive.

The revised Preliminary CSM depicts a small amount of additional public right-of-way to accommodate a roundabout at Hawthorne and Trillium and a minor adjustment on the south end of Hawthorne to accurately document a boundary marker that was incorrectly mapped by 1.5ft on the previous version.

Upon approval by the City Council, the certified survey document will be recorded, and the subject area will be dedicated to the public for road purposes.

FINANCIAL ANALYSIS

Staff does not anticipate the approval of this CSM to impact the City financially.

RECOMMENDATION

Staff recommends that the City Council approve the Certified Survey Map dedicating the

Hawthorne Drive right-of-way to the City of Fort Atkinson for public road purposes.

ATTACHMENTS

1. Hawthorne Drive_CSM_10-22-24
2. 11.26.24 Plan Commission Information
3. Hawthorne Drive RW Exhibit

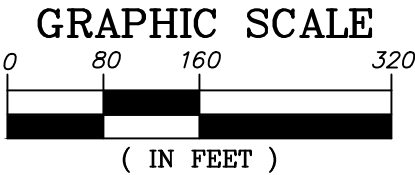
JEFFERSON COUNTY
CERTIFIED SURVEY MAP #

A part of the SE 1/4 of the NE 1/4 and the NE 1/4 of the
NE 1/4, Section 32, T6N., R14E., City of Fort Atkinson,
Jefferson County, Wisconsin.

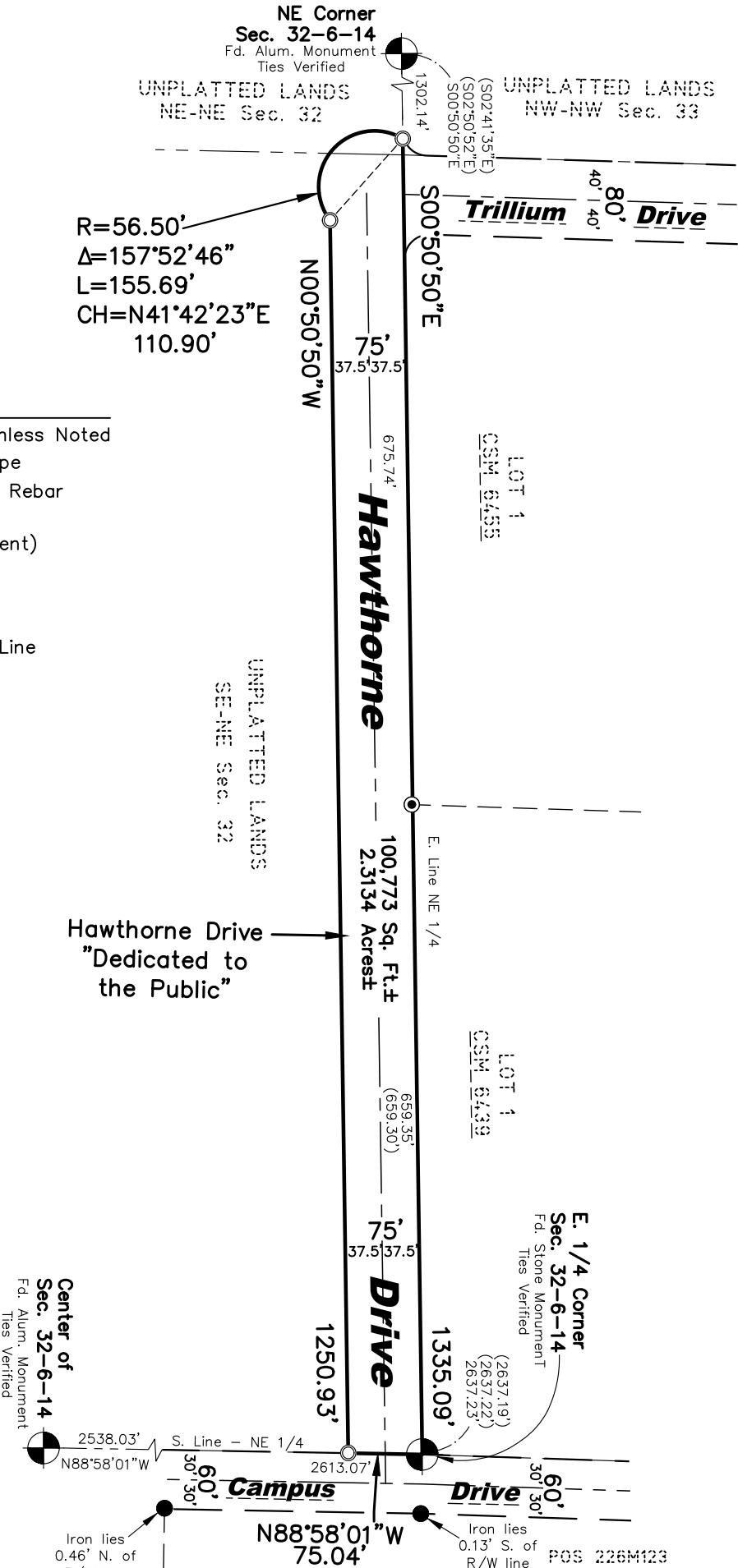
Owner/Subdivider:
School District of Fort Atkinson
317 S. High Street
Fort Atkinson, WI 53538

LEGEND

- Found 3/4" Rebar, Unless Noted
- ⊙ Found 1-1/4" Iron Pipe
- ⊙ Set 3/4" by 24" Iron Rebar Weighing 1.5 lbs./ft.
- (303.63') Record Data (if different)
- Boundary Line
- Existing R/W Line
- Platted Lot Line
- Sectional Subdivision Line
- Street Centerline



Bearings are referenced to the East line
of the Northeast 1/4 of Section 32, which
bears South 00°50'50" East on the
Jefferson County Coordinate System.



QUAM ENGINEERING, LLC

4604 SIGGLEKOW ROAD – SUITE A McFARLAND, WI 53558
608-838-7750 www.quamengineering.com
Project # FT-02-23

Drawn By: MEH
Project # FT-02-23

JEFFERSON COUNTY
CERTIFIED SURVEY MAP #

**A part of the SE 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4, Section 32,
T6N., R14E., City of Fort Atkinson, Jefferson County, Wisconsin.**

SURVEYOR'S CERTIFICATE:

I, Matthew E. Hoglund, Registered Land Surveyor, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided, and mapped the following Certified Survey being a part of the Southeast one-quarter of the Northeast one-quarter and the Northeast one-quarter of the Northeast one-quarter, Section 32, Township 6 North, Range 14 East, City of Fort Atkinson, Jefferson County, Wisconsin, being more particularly described as follows:

BEGINNING at the East one-quarter Corner of said Section 32, lying on the North right-of-way line of Campus Drive;

thence, along the South line of said Northeast one-quarter and said North right-of-way line, N88°58'01"W, 75.04 feet to its intersection with a line lying 75.00 feet Westerly, as measured at right angles and parallel to, the East line of said Northeast one-quarter;

thence, along said parallel line, N00°50'50"W, 1250.93 feet to the beginning of a non-tangent curve, being concave Southeasterly, having a radius of 56.50 feet and a chord which bears N41°42'23"E, 110.90 feet;

thence, leaving said parallel line, Northerly and Easterly 155.69 feet along the arc of said curve through a central angle of 157°52'46" to its intersection with said East line of the Northeast one-quarter;

thence, along said East line, S00°50'50"E, 1335.09 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 100,773 square feet or 2.3134 acres, more or less, and is subject to all easements and agreements, if any, of record and/or fact.

I further certify, to the best of my knowledge and belief, that this map is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made; that I have made such survey, land division, and map by the direction of Andy Selle of the City of Fort Atkinson; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Land Division Ordinance of the City of Fort Atkinson in surveying, dividing, and mapping the same.

Dated this 22nd day of October, 2024.

Quam Engineering, LLC
By: Matthew E. Hoglund
P.L.S. S-1910



CITY OF FORT ATKINSON APPROVAL CERTIFICATE:

Resolved, that this Certified Survey Map, School District of Fort Atkinson, owner, is hereby approved and the dedication accepted by the City Council.

Date: _____ Approved _____
Bruce Johnson - Council President

I hereby certify that the foregoing is a copy of a Resolution adopted by the City Council of the City of Fort Atkinson.

Date: _____ Signed _____
Michelle Ebbert - City Clerk

C.S.M. No. _____

Doc. No. _____

Drawn By: MEH
Project # FT-02-23

**JEFFERSON COUNTY
CERTIFIED SURVEY MAP #**

**A part of the SE 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4, Section 32,
T6N., R14E., City of Fort Atkinson, Jefferson County, Wisconsin.**

OWNER’S CERTIFICATE:

School District of Fort Atkinson, as owner, does hereby certify that it caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map. School District of Fort Atkinson does also certify that this Certified Survey Map is required to be submitted to the City of Fort Atkinson for approval.

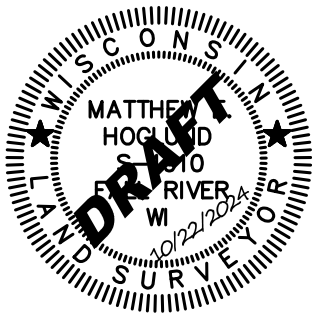
IN WITNESS WHEREOF, the said School District of Fort Atkinson, has caused these presents to be signed by its Representative, at _____, Wisconsin, on this _____, day of _____, 20__.

By: _____ Title: _____
Print Name: _____

STATE OF WISCONSIN)
COUNTY DANE) SS

Personally came before me this ____ day of _____, 20__, _____, of the School District of Fort Atkinson, to me known to be the person who executed the foregoing instrument, and to me known to be the _____ and acknowledged that he/she executed the foregoing instrument as such officer, by its authority.

(Notary Seal) _____ Notary Public, _____, Wisconsin
My commission expires _____.



REGISTER OF DEEDS CERTIFICATE:

Received for recording this ____ day of _____, 20__, at _____ o'clock __M. and recorded in Volume ____ of Certified Survey Maps on Pages _____ as Document No. _____.

Staci M. Hoffman, Jefferson County Register of Deeds

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____



CERTIFIED SURVEY MAP REPORT TO THE PLAN COMMISSION

DATE: September 26, 2023

FILE NUMBER: CSM-2023-12

PROPERTY ADDRESS: Campus Dr

EXISTING ZONING: Institutional

PARCEL NUMBER: 226-0514-1033-016

PROPOSED ZONING: N/A

OWNER: Fort Atkinson School District

EXISTING LAND USE: High School Driveway

APPLICANT: City of Fort Atkinson

REQUESTED USES: Right of Way

REQUEST OVERVIEW:

The proposed CSM will break off a 75' right of way corridor for the construction of a new road within the footprint of the existing drive access for the Fort Atkinson High School. The new road will connect with the new, east/west road – dubbed Trillium Drive – that will service a planned multifamily unit development. That CSM for that lot and the associated road was approved by Plan Commission a few months ago.

PUBLIC NOTICE:

Public Notice is not required.

COMPREHENSIVE LAND USE PLAN (2023):

The subject parcel lies within the Northwest Quadrant Planning Area and supports the [Banker Rd neighborhood Plan](#). The CSM for the new public right of way will be in concert with both of these efforts.



Figure 1: Proposed new roads -the requested CSM (yellow) and the already approved CSM with the new road (Trillium Dr) alignment for the Banker Rd development (Pink)

NORTHWEST QUADRANT PLANNING AREA

FIGURE: 2.12

CITY OF FORT ATKINSON
FUTURES OPEN HOUSE



Opportunities

- Proximity to Madison enhances marketability
- Community gateway experience
- Traditional neighborhood & sustainable design
- Neighborhoods connected across Highway 26
- Capitalize on existing businesses & schools
- Urban mixed use development & redevelopment opportunities

Conceptual Land Uses

- Community Commercial
- Downtown
- Major Institutions
- Mixed-Use
- Neighborhood
- Employment
- Environmental Corridors

OFFICIAL MAP (2022):

The City's Official Map does not have any locations affecting the parcel.

DISCUSSION:

The establishment of the public right of way will allow for the construction of underground utilities (sewer, water, storm) to serve the Banker Rd neighborhood. Design will begin in 2023 and construction in 2024 or 2025. This request has been presented to the Fort Atkinson School Board at their meeting on August 17, 2023, and met with unanimous approval. Pending City approvals, the property exchange will occur in late 2023 through a quit claim deed process.

The School District will maintain the current road until the City begins installation of the new utilities and roadway.

RECOMMENDATION:

Staff recommends that the Plan Commission recommend the City Council approve this preliminary Certified Survey Map.

ATTACHMENTS:

Preliminary CSM Application
Preliminary CSM
Right of Way Dedication Request – School District



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): City of Fort Atkinson

Phone number: 920-397-9901 Email: aselle@fortatkinsonwi.gov

OWNER Name, company, and client (if applicable): City of Fort Atkinson

Phone number: 920-397-9901 Email: aselle@fortatkinsonwi.gov

Postal address for proposed CSM: _____

Parcel Identification Numbers Involved: _____

Brief description of proposed division or combination and purpose: _____

City of Ft. Atkinson Banker Road Development - School Access Drive Proposed CSM Public R/W Dedication

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 \$100 plus \$10 per additional lot received by City Treasurer
(Maximum \$500) | 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: _____ |

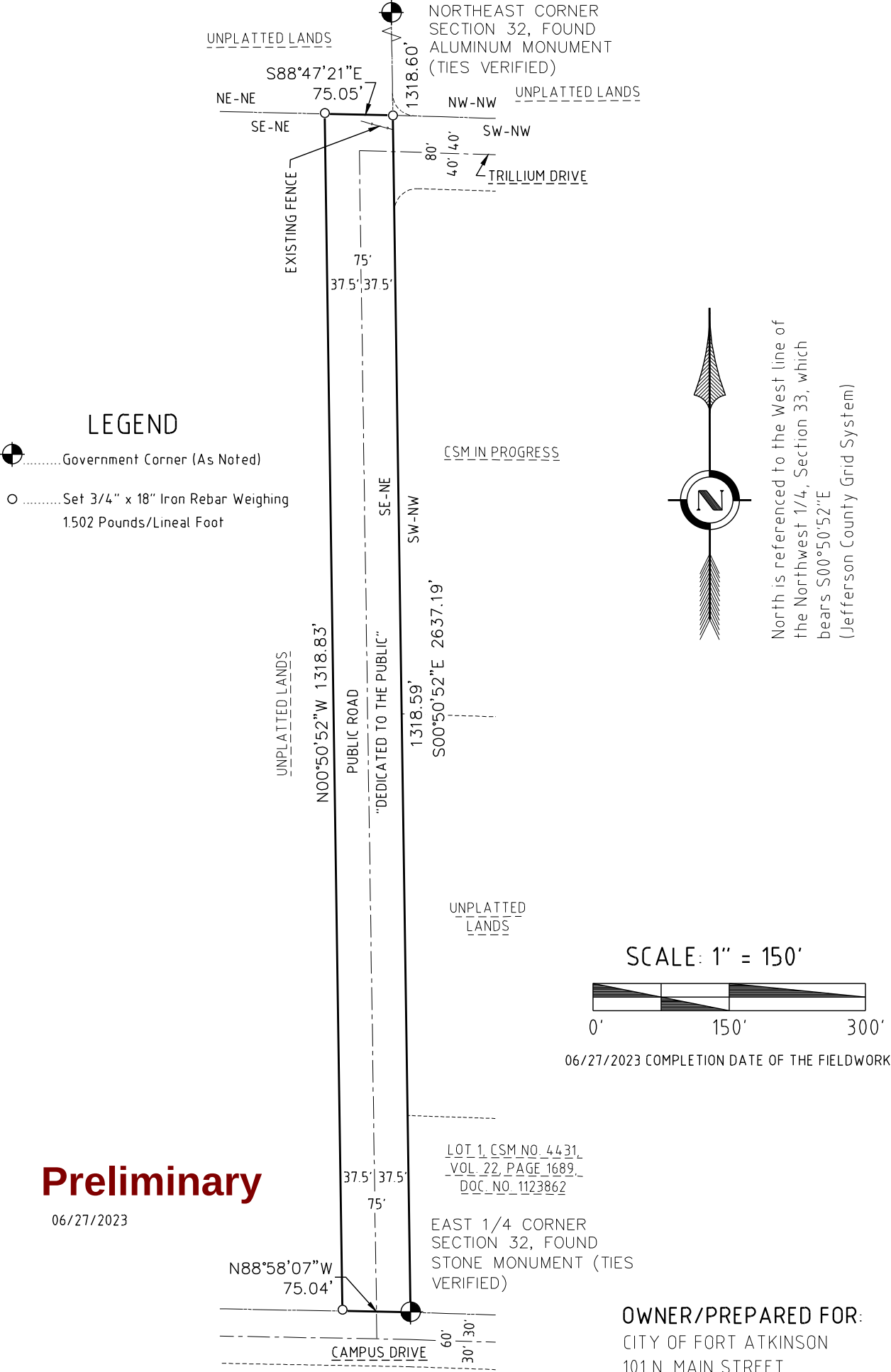
Dated this 25 day of August, 20 23

Respectfully submitted,

(Signature of Applicant)

CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____.

LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER, SECTION 32, TOWNSHIP 6 NORTH, RANGE 14 EAST, CITY
OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.



Preliminary
06/27/2023

Dustin J. LaBlonde, PLS
Cedar Corporation
604 Wilson Avenue
Menomonie, Wisconsin 54751

OWNER/PREPARED FOR:
CITY OF FORT ATKINSON
101 N. MAIN STREET,
FORT ATKINSON, WISCONSIN 53538

**CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____.**

**LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER, SECTION 32, TOWNSHIP 6 NORTH, RANGE 14 EAST, CITY
OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.**

SURVEYOR'S CERTIFICATE

I, Dustin J. LaBlonde, Wisconsin Professional Land Surveyor, hereby certify that I have surveyed, divided, and mapped part of the Southeast quarter of the Northeast quarter, Section 32, Township 6 North, Range 14 East, City of Fort Atkinson, Jefferson County, Wisconsin, more particularly described as follows:

Beginning at the East quarter corner of said Section 32;
Thence N88°58'07"W 75.04 feet along Northerly right-of-way of Campus Drive and the South line of the Southeast quarter of the Northeast quarter of said Section 32;
Thence N00°50'52"W 1318.83 feet to the North line of said Southeast quarter of the Northeast quarter;
Thence S88°47'21"E 75.05 feet along said North line to the East line of said Southeast quarter of the Northeast quarter;
Thence S00°50'52"E 1318.59 feet along said East line to the point of beginning.

Said parcel contains 98,905 square feet (2.27 acres) more or less.

Said survey is subject to easements of record and as shown.

That I have made such survey, land division, and map at the direction of the City of Fort Atkinson, owner, 101 N. Main Street, Fort Atkinson, Wisconsin 53538. That such map is a correct representation of the exterior boundaries of the land surveyed, and the subdivision thereof made. That I fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes, A-E 7 of the Wisconsin Administrative Code and the subdivision regulations of the City of Fort Atkinson in surveying, dividing and mapping the same.

Dated this 27th day of June, 2023.

Preliminary

Dustin J LaBlonde, P.L.S. #3096

CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____.

LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER, SECTION 32, TOWNSHIP 6 NORTH, RANGE 14 EAST, CITY
OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

CORPORATE OWNER’S CERTIFICATE OF DEDICATION

The City of Fort Atkinson, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map and does further certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

The City of Fort Atkinson

IN WITNESS WHEREOF, said City of Fort Atkinson has caused these presents to be signed by Rebecca LeMire, its City Manager, and countersigned by Michelle Ebbert, its City Clerk, at Fort Atkinson, Wisconsin, and its Corporate Seal to be hereto affixed on this

_____ day of _____, 2023.

In presence of:

Rebecca LeMire, City Manager

Michelle Ebbert, City Clerk

STATE OF WISCONSIN)
_____ COUNTY) SS

Preliminary
06/27/2023

Personally came before me this _____ day of _____, 2023, Rebecca LeMire, City Manager, and Michelle Ebbert, City Clerk of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such City Manager and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____ Notary Public, _____, Wisconsin.

My commission expires _____.

CERTIFICATE OF CITY OF CITY OF FORT ATKINSON

This Certified Survey Map is approved of as complying with the Subdivision Ordinance, of the Municipal Code of the City of Fort Atkinson.

Dated this _____ day of _____, 2023.

Rebecca LeMire, City Manager

Michelle Ebbert, City Clerk

Hawthorne Drive - Additional R/W for Round-About

JEFFERSON COUNTY CERTIFIED SURVEY MAP

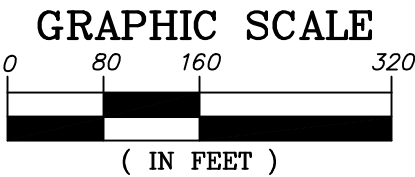
A part of the SE 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4, Section 32, T6N., R14E., City of Fort Atkinson, Jefferson County, Wisconsin.

Cross Hatched Area
Additional R/W
1,870 sq.
0.0429 acres±

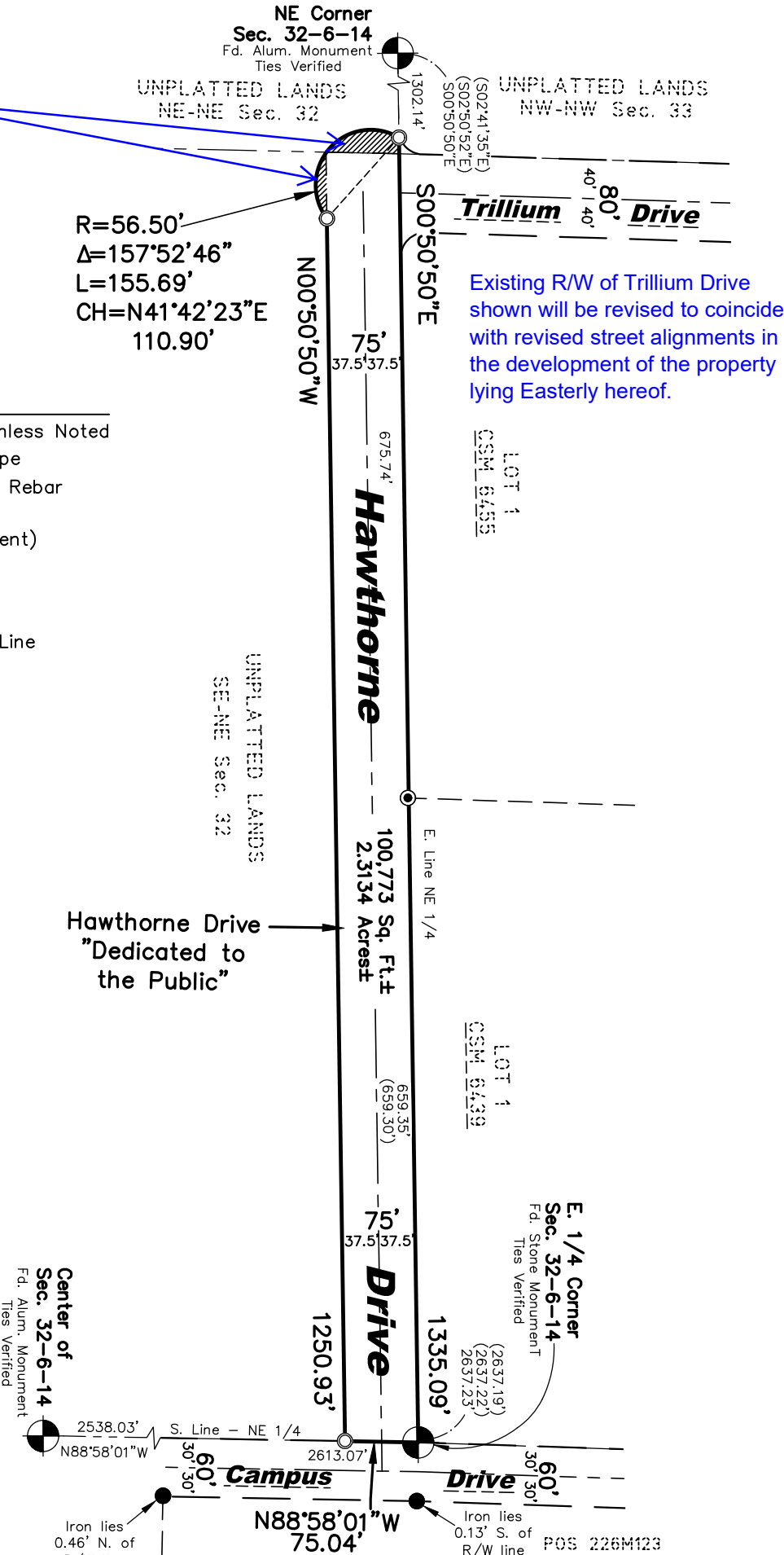
Owner/Subdivider:
School District of Fort Atkinson
317 S. High Street
Fort Atkinson, WI 53538

LEGEND

- Found 3/4" Rebar, Unless Noted
- ⊙ Found 1-1/4" Iron Pipe
- ⊙ Set 3/4" by 24" Iron Rebar Weighing 1.5 lbs./ft.
- (303.63') Record Data (if different)
- Boundary Line
- - - Existing R/W Line
- - - Platted Lot Line
- - - Sectional Subdivision Line
- - - Street Centerline



Bearings are referenced to the East line of the Northeast 1/4 of Section 32, which bears South 00°50'50" East on the Jefferson County Coordinate System.



QUAM ENGINEERING, LLC

4604 SIGGLEKOW ROAD - SUITE A McFARLAND, WI 53558

608-838-7750 www.quamengineering.com

Project # FT-02-23



MEMORANDUM

DATE: February 4, 2025

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action relating to Change Order #4 for the Public Works and Parks Operations facility (Williamson, Superintendent of Public Works)

BACKGROUND

At the January 4, 2024, regular meeting of the City Council, the Council awarded Gilbank Construction 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 Change Order process to adjust the contract amount (both increase and decrease) that may affect this contingency.

DISCUSSION

Change Order #4, included with this memorandum, documents ten (10) items added, changed, or altered to improve the original intended design. All items are noted in the financial table below and in the attached formally submitted change order request in this Council Packet.

The various items associated with proposed Change Order #4 include requested items staff felt are needed to improve the facility's performance and to better suit the City's needs as the Public Works and Parks Operations Facility grows with the community into the future.

FINANCIAL ANALYSIS

The total request associated with this Change Order #4 is \$9,342.00. The project contingency balance is as follows, assuming the approval of Change Order #4:

ITEM	DESCRIPTION	CREDIT/DEBIT
INITIAL CONTIGNECY	5% of initial contract	\$577,200.00
APPROVED CHANGE ORDER #1 (5.7.24)	7 items – truck wash add, salt shed adds, bridge crane deduct, CO sensors add	-\$224,304.87
APPROVED CHANGE ORDER #2 (7.2.24)	2 items - Removal of unsuitable soil and replacement with compacted granular fill,	-\$130,372.00

	Replace (5) man doors, frames, and hardware at West Parks Garage.	
APPROVED CHANGE ORDER #3 (10.1.24)	10 items - Replace West Shed Windows, Stair 02 Footings, Add Curb and Gutter, Fireside Parking Revisions, Water Service Revisions to West Shed, EV Charging infrastructure, West Shed Aprons and Loops, Replacement West Shed Power Feed, Panel, and Disconnect, Parts Room Bollards, Pressure Washer Doors.	-\$61,671.00
PROPOSED CHANGE ORDER #4	7 items - Omit previously approved change request for EV charging station, Omit (6) Hold Down Anchors, Omit (12) 12"x12" lockers, Infiltration Pond Undercutting Modifications, Misc. Electrical Revisions in Office and Parks Shop areas, Unit Heater Electrical Revisions and Brine Pump Shed Electrical, Locker Room Wet Area Flooring Coating.	-\$9,342.00
CONTINGENCY BALANCE:		\$151,510.13

At this point in the construction process, staff are moving forward anticipating fewer risks of significant change orders. As with any project of this size, there may be additional change orders, but they are expected to be relatively minor in nature and associated with the demolition and final site development.

RECOMMENDATION

Staff recommends approval of Change Order #4 for the Public Works and Parks Operations Facility project in the amount of \$9,342.00.

ATTACHMENTS

1. 76130_Change Order 04_010325

CHANGE ORDER

Distribution To:
OWNER
ARCHITECT
CONTRACTOR

Project:	Fort Atkinson Public Works & Parks Operations Facility 600 Talcott Avenue Fort Atkinson, WI 53538	Change Order No.:	Four
		Initiation Date:	30-Jan-25
To:	Mr. Gary Gilbank Gilbank Construction, Inc. 301 Scot Drive Clinton, WI 53525	Architect's Project No.:	76130
		Contract For:	General Construction
		Contract Date:	05-Jan-24

You are directed to make the following changes in this Contract:

1 RFP #15 - Omit previously approved change request for EV charging station.	(\$5,781.00)
2 RFP #20 - Omit (6) Hold Down Anchors	(\$2,925.00)
3 RFP #22 - Omit (12) 12"x12" lockers.	(\$335.00)
4 RFP #23 - Infiltration Pond Undercutting Modifications.	\$7,700.00
5 RFP #24 - Misc. Electrical Revisions in Office and Parks Shop areas.	\$3,118.00
6 RFP #26 - Unit Heater Electrical Revisions and Brine Pump Shed Electrical.	\$5,921.00
7 RFP #27 - Locker Room Wet Area Floor Coating.	\$1,644.00

Total Increase/(Decrease) costs to project	\$9,342.00
--	------------

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract time.

The original contract Sum was	\$11,544,000.00
Net Change by previously authorized Change Orders	\$410,997.07
The Contract Sum Prior to this Change Order	\$11,954,997.07
The Contract Sum will be Increase by this Change Order	\$9,342.00
The New Contract Sum including this Change Order will be	\$11,964,339.07
The Contract Time will be Changed by this Change Order	0 days
The Date of Substantial Completion as of the date of this Change Order Therefore is:	May 26, 2025

ANGUS-YOUNG ASSOCIATES

Architect
Angus Young
Mr. Bradley Werginz

Contractor
Gilbanks Construction, Inc.
Mr. Gary Gilbank

Owner
City of Fort Atkinson
Ms. Rebecca Houseman

By: 
Date: 01/30/2025

By: _____
Date: _____

By: _____
Date: _____

GILBANK CONSTRUCTION, INC.

GENERAL CONTRACTORS

Commercial • Industrial • Residential

P.O. BOX 718 • 301 SCOT DRIVE • CLINTON, WISCONSIN 53525-0718

Established 1965

August 28, 2024

Request for Proposal #15

Electric Vehicle Receptacle

Project: Fort Atkinson – Public Works & Parks Operations

Project #: 76130

Brad,

The following is the change request per RFP #15:

- Owner provided charging port
- See attached proposal for breakdown

VP Plus	\$5,256
10% P&O	<u>\$ 525</u>
Total Cost	\$5,781

Let me know if you have any questions:

Sincerely

Gary Gilbank



VP Plus, Inc.
PO Box 448
Lake Geneva, WI 53147

Change Order

Date	Chg Order #
8/26/2024	15396

Billing Address	Project Address
Gilbank Construction 301 Scot Drive Clinton, WI 53525	Parks Building Remodel 600 Talcott Ave Fort Atkinson, WI 53538 PO#FORTDPW6 invoices by 20th

OMIT

PO Number	Prev Estimate/Change	Plan Date	Estimate Valid For	Rep
			Net 15	JHV

This change order includes all additions & subtractions from previous change orders.

Description	Qty	U/M	Cost	Total
Provide and install a 70A 2P GFCI Breaker in panel LVP-1A, Circuit 10,12 Provide raceway and wiring to owner charging port, mounted on the southside of column at grid line	1		5,256.00	5,256.00



Vanderstappen Power Plus has merged with Foremost Electric.
All aspects of your experience as a customer will remain the same.

Owner's Signature & Date		Total \$5,256.00
Phone 262-249-8584	Fax 262-275-8599	www.vpplus.net

Wisconsin Lien Law. You are hereby notified that persons or companies furnishing labor or materials for construction on your property may have lien rights on your land and buildings if they are not paid. Those entitled to lien rights, in addition to undersigned prime contractor, are those who contract directly with you or those who give you identification notice within sixty days after they first furnish labor or materials for the construction.

GILBANK CONSTRUCTION, INC.

GENERAL CONTRACTORS

Commercial • Industrial • Residential

P.O. BOX 718 • 301 SCOT DRIVE • CLINTON, WISCONSIN 53525-0718

Established 1965

November 1, 2024

Request for Proposal #20

Omit 6 Hold Down Anchors

Project: Fort Atkinson – Public Works & Parks Operations
Project #: 76130

Brad,

The following credit change request is for omitting 6 hold down locations in the Maintenance Bay.

I have included 32-man hours @ \$75 per hour and 3 yards of concrete.

The other material was already onsite so no credit for that

See attached plan & material proposal.

Material	\$ 525
Labor	<u>\$ 2,400</u>
Total Credit	(\$2,925)

Let me know if you have any questions:

Sincerely

Gary Gilbank

GILBANK CONSTRUCTION, INC.

GENERAL CONTRACTORS

Commercial • Industrial • Residential

P.O. BOX 718 • 301 SCOT DRIVE • CLINTON, WISCONSIN 53525-0718

Established 1965

November 26, 2024

Request for Proposal #22

Omit 12 – 12” x 12” Lockers

Project: Fort Atkinson – Public Works & Parks Operations
Project #: 76130

Brad,

The following credit change request is for omitting 12 – 12” x 12” lockers intended to be installed in the Vehicle Storage Area

Hallowell	(\$ 335)
Total Credit	(\$335)

Let me know if you have any questions:

Sincerely

Gary Gilbank

GILBANK CONSTRUCTION, INC.

GENERAL CONTRACTORS

Commercial • Industrial • Residential

P.O. BOX 718 • 301 SCOT DRIVE • CLINTON, WISCONSIN 53525-0718

Established 1965

November 16, 2024

Request for Proposal #23

Infiltration Pond Modifications

Project: Fort Atkinson – Public Works & Parks Operations

Project #: 76130

Brad,

The following is the change request per the onsite meeting on 11/15/24 regarding the unforeseen conditions of the bottom of the infiltration pond. We are removing 2 feet additional of existing soil and installing an additional 2 feet of washed sand. The price agreed upon was \$3,500 per basin foot:

Silha	\$ 7,000
10% P&O	<u>\$ 700</u>
Total Cost	\$ 7,700

Let me know if you have any questions:

Sincerely

Gary Gilbank

GILBANK CONSTRUCTION, INC.

GENERAL CONTRACTORS

Commercial • Industrial • Residential

P.O. BOX 718 • 301 SCOT DRIVE • CLINTON, WISCONSIN 53525-0718

Established 1965

November 9, 2024

Request for Proposal #24

Future Electric Power

Project: Fort Atkinson – Public Works & Parks Operations

Project #: 76130

Brad,

The following is the change request per RFP #24:

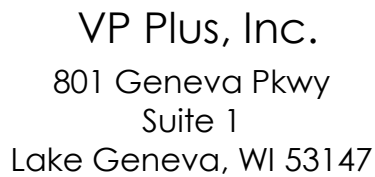
- Provide modifications per the walkthrough after the job meeting
- Provide electrical modifications per attached E201A
- Add blocking per attached E201A

VP Plus	\$2,485
Gilbank	<u>\$ 350</u>
	\$2,835
10% P&O	<u>\$ 283</u>
Total Cost	\$3,118

Let me know if you have any questions:

Sincerely

Gary Gilbank



Date	Chg Order #
11/4/2024	15453

Project Address
Fort Atkinson New DPW Bldg 600 Talcott Ave Fort Atkinson, WI 53538 PO#FORTDPW6 invoices by 20th

This change order includes all additions & subtractions from previous change orders.



**FOREMOST
ELECTRIC LLC**

Owner's Signature & Date

Phone 262-249-8584

Fax 262-275-8599

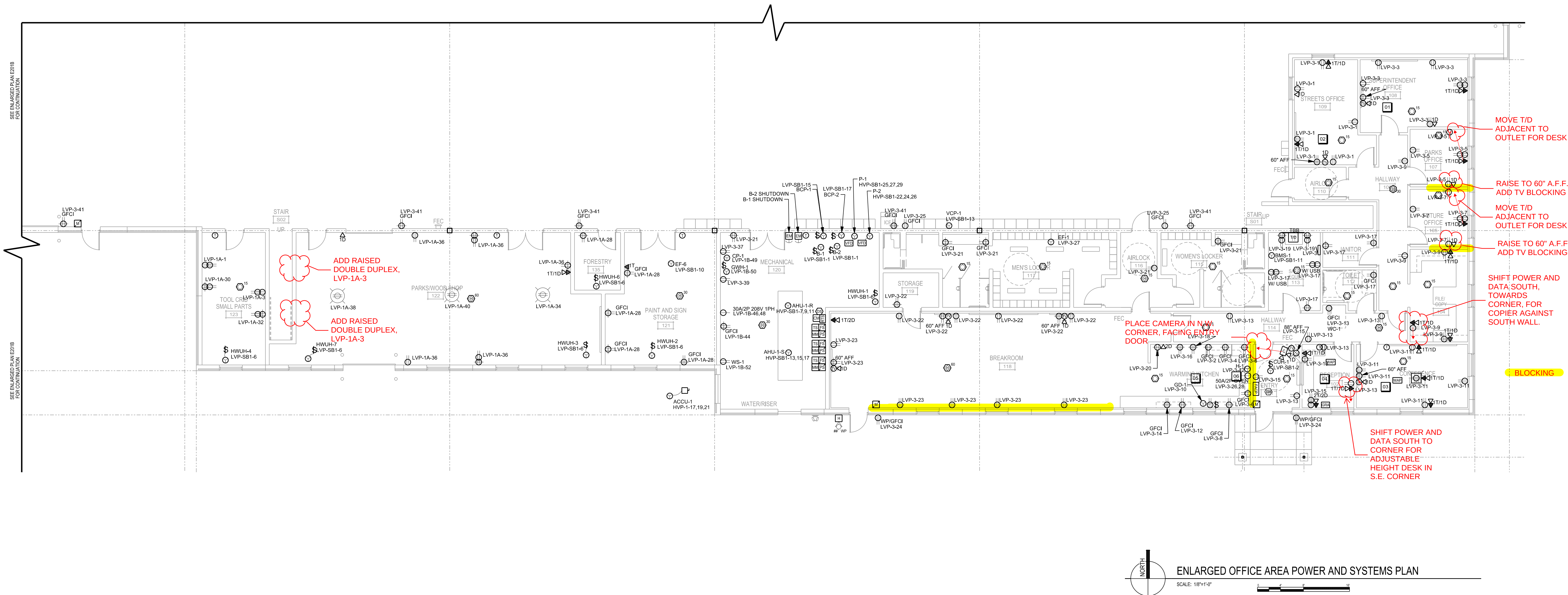
www.vpplus.net

Page 65 of 138

NO:	DESCRIPTION:	DATE:
BD	BID CONSTRUCTION	11/28/2023
CD	CONSTRUCTION DOCUMENTS	01/24/2024
	RFP #24 - Elec. Mods./Blocking	10/24/24

ANGUS-YOUNG ASSOCIATES, INC.
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E201A



3. THE CONTRACTOR SHALL PROVIDE INSULATION THE RESOLUTION OF MINOR DISCREPANCIES AT NO COST TO THE OWNER PRIOR TO THE START OF THE RENOVATION. THE CONTRACTOR SHALL REPORT ANY EXISTING DISCREPANCIES TO THE A/E FOR RESOLUTION. ANY DISCREPANCY REPORT ANY SIGNIFICANT DISCREPANCIES FOUND TO THE A/E FOR RESOLUTION. ANY CONTINUED DISCREPANCY OF EQUIPMENTS IN WORKING AREA. THE P.A. IS TO BE CANCELLED AND FOUND PRIOR TO ORDER COMPLETION OF THE NEW WORK SHALL ALSO BE REPORTED TO THE A/E.
4. CONTRACTOR SHALL PROTECT ALL WALLS, CEILING, FLOORS, LIGHTS AND OTHER FINISHED SURFACES. CONTRACTOR SHALL REPORT ALL DAMAGE TO THE A/E PRIOR TO THE START OF THE WORK. CONTRACTOR SHALL PROTECT ALL EXISTING ELECTRICAL, MECHANICAL AND PLUMBING SYSTEMS. CONTRACTOR SHALL PROTECT EXISTING INTERIOR ELECTRICAL AND MECHANICAL UTILITIES AND SERVICES.
5. ALL RADIUM IS TO BE CONCEALED IN WALLS OR ABOVE CEILING LINES UNLESS APPROVED BY THE DEPARTMENT. THE CONTRACTOR SHALL REPORT ALL RADIUM TO THE A/E PRIOR TO THE START OF THE WORK.
6. ALL EXPOSED LOW VOLTAGE CABLE IS TO BE CONCEALED LOW VOLTAGE CABLES ABOVE CEILING IS TO BE PLUMB RATED.
7. ELECTRICAL CONTRACTOR TO CALCULATE VOLTAGE DROP TO ALL BRANCH CIRCUITS EXCEEDING 10% INCREASE IN CONDUCTOR AND GROUND VOLTAGE AS REQUIRED TO MAINTAIN LESS THAN 5% COMBINED VOLTAGE DROP. THE CONTRACTOR SHALL REPORT ALL VOLTAGE DROP TO THE A/E PRIOR TO THE START OF THE WORK.

KEYNOTES

- | | |
|----|---|
| 01 | PROVIDE VGA & HDMI CABLE CONNECTIONS IN FLOORS TO WALL MOUNTED MONITOR LOCATION MATCH MOUNTING HEIGHT WITH ADJACENT DEVICES ON WALL. |
| 02 | PROVIDE VGA & HDMI CABLE CONNECTIONS IN FLOORS TO WALL MOUNTED MONITOR LOCATION MATCH MOUNTING HEIGHT WITH ADJACENT DEVICES ON WALL. |
| 03 | PROVIDE VGA & HDMI CABLE CONNECTIONS IN FLOORS TO WALL MOUNTED MONITOR LOCATION MATCH MOUNTING HEIGHT WITH ADJACENT DEVICES ON WALL. |
| 04 | PROVIDE FLUSH MOUNTED 2-GANG WALL BOX/OUT TO HURELL BL2620 WITH COVER MOUNT BOX AT 30" TO BOTTOM AFF AT RECEPTION 12 ROUTE 2 CONDUIT FROM WALLBOX TO NORTHWEST CORNER OF WALL BOX. UP TO END OF CONDUIT THROUGH WEST EXTERIOR WALL FROM THE BUILDING. PROVIDE WEATHER HEAD LBS. |
| 05 | PROVIDE TOTAL 0(%) DEDICATED RECEPTACLES FOR MICROWAVES AND PEZZA OVENS. COORDINATE RECEPTACLES WITH ARCHITECTURE ELEVATIONS FOR BREAKROOMS/KITCHENS. |
| 06 | UC SHALL INTERLOCK DOW SUPPRESSION SYSTEM TO FIRE ALARM SYSTEM. UC TO PROVIDE RACK FOR SUPPRESSOR DEVICES AND SUPPRESSOR SYSTEM. SUPPRESSOR SYSTEM SHALL BE PROVIDED BY THE USER UNDER SHOLD AS TO BE FED BY VENT PUMP BREAKERS AND ARE TO BE "OFF" WHEN SUPPRESSION SYSTEM IS NOT OPERATIONAL. |

SCALE: 1/8"=1'-0"

C:\76130\cad\76130shE201A.dgn

PLOTTED BY: rvarela

ORIGINAL SIZE: 24" x 36"

GILBANK CONSTRUCTION, INC.

GENERAL CONTRACTORS

Commercial • Industrial • Residential

P.O. BOX 718 • 301 SCOT DRIVE • CLINTON, WISCONSIN 53525-0718

Established 1965

December 11, 2024

Request for Proposal #26

Misc. Electrical Extra Costs

Project: Fort Atkinson – Public Works & Parks Operations

Project #: 76130

Brad,

We have come across a couple misc. electrical items that are additional to the contract that were either not shown on plans or asked for by the Owner:

- The unit heaters called out on the HVAC Equipment Schedule on E302 (GFUH 1-5) were supposed to be 4.4 amps which would have used a 20 amp circuit. The approved unit heater submittal stated 16 amp and the actual unit heater labels stated 18.55 amps. This pushes us up to a 30 amp circuit. Wire size, breakers and disconnects all had to increase. There are 2 in the Parks Building and 3 in the New DPW Building. This was \$350 per unit, 5 units = \$1,750.

VP Plus	\$1,750
10% P&O	<u>\$ 175</u>
Total Cost	\$1,925

- The 2 roll-up door operators at Parks/Wood Shop 122 were not shown on the plan or on the Equipment Schedule on E303. Wire 2 operators @ \$1,175 = \$2,350

VP Plus	\$ 2,350
10% P&O	<u>\$ 235</u>
Total Cost	\$ 2,858

- Tom requested a light and outlet at the brine pump and the brine pump was called out to be 1P20A and was actually 2P30A.

VP Plus	\$ 1,035
10% P&O	<u>\$ 103</u>
Total Cost	\$ 1,138

Let me know if you have any questions:

Sincerely

Gary Gilbank





VP Plus, Inc.
801 Geneva Pkwy
Suite 1
Lake Geneva, WI 53147

Change Order

Date	Chg Order #
12/2/2024	15470

Billing Address
Gilbank Construction 301 Scot Drive Clinton, WI 53525

Project Address
Fort Atkinson New DPW Bldg 600 Talcott Ave Fort Atkinson, WI 53538 PO#FORTDPW6 invoices by 20th

PO Number	Prev Estimate/Change	Plan Date	Estimate Valid For	Rep
			Net 15	JHV

This change order includes all additions & subtractions from previous change orders.

Description	Qty	U/M	Cost	Total
NEW DPW				
Overhead Door Feeds	2		1,175.00	2,350.00
Modine Heaters	3		350.00	1,050.00
-upgrade breaker, wire, and disconnect from 20A to 30A				
PARKS BLDG				
Overhead Door Feed	1		1,175.00	1,175.00
Modine Heaters	2		350.00	700.00
-originally spec'd at 4Amps; however installed was 19.5Amps				
Remove and replace feeds for EF 7 (3p 20A)	1		570.00	570.00
relocated from print location				
SALT SHED				
Brine Pump Feed	1		350.00	350.00
-originally spec'd at 1p20A, installed at 2p30A				
Duplex Receptacle, Leviton Std (stock colors)	1	ea	150.00	150.00
Single Pole Switch Leviton Decora, standard plates and colors	1	ea	150.00	150.00
Small Wallpack/Flood Light	1		385.00	385.00



Vanderstappen Power Plus has merged with Foremost Electric.
All aspects of your experience as a customer will remain the same.

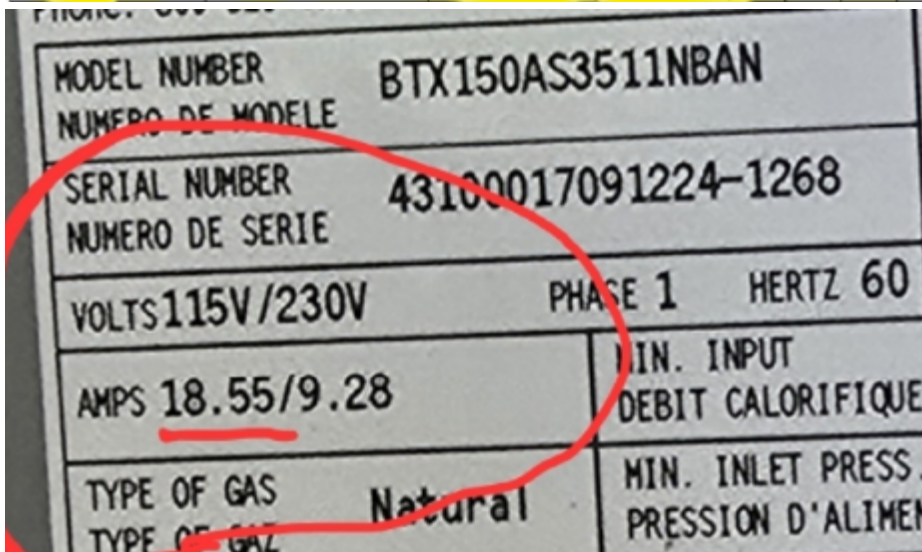
Owner's Signature & Date		Total \$6,880.00
Phone 262-249-8584	Fax 262-275-8599	www.vpplus.net

Wisconsin Lien Law. You are hereby notified that persons or companies furnishing labor or materials for construction on your property may have lien rights on your land and buildings if they are not paid. Those entitled to lien rights, in addition to undersigned prime contractor, are those who contract directly with you or those who give you indentionation notice within sixty days after they first furnish labor or materials for the construction.

1. Unit Heaters

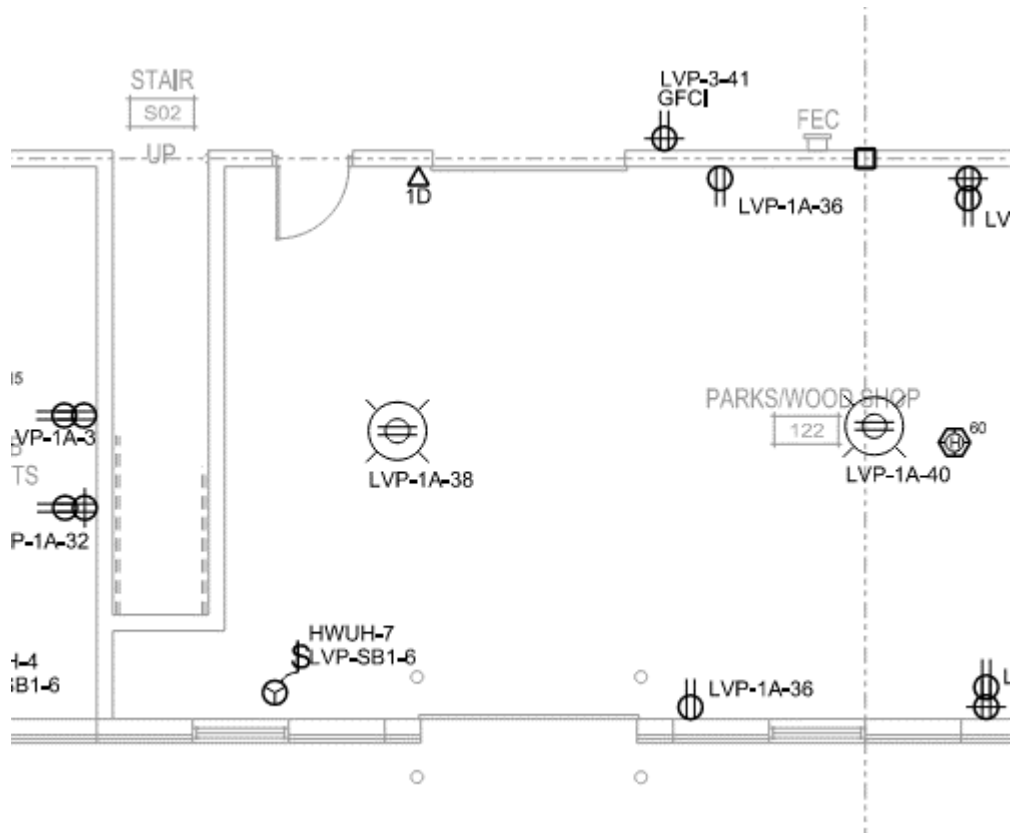
1-The construction set on these units was supposed to be 4.4 amp which would have used a circuit. The submittal stated 16amp ($16 \times 125\% = 18$) which would have maxed out 20 amp circuit. The units are 18.55amp ($18 \times 125\% = 20.25$) which pushes us to 30amp circuit . Wire size, breakers, need to be bumped up.

GFU-1	 \$	GAS FIRED UNIT HEATER	VEHICLE STORAGE	120V 1P 2W	4.4	0.53	1/6 HP	LVP-SB2-21
GFU-2	 \$	GAS FIRED UNIT HEATER	VEHICLE STORAGE	120V 1P 2W	4.4	0.53	1/6 HP	LVP-SB2-21
GFU-3	 \$	GAS FIRED UNIT HEATER	VEHICLE STORAGE	120V 1P 2W	4.4	0.53	1/6 HP	LVP-3-40
GFU-4	 \$	GAS FIRED UNIT HEATER	PARKS BUILDING	120V 1P 2W	5.8	0.7	1/4 HP	
GFU-5	 \$	GAS FIRED UNIT HEATER	PARKS GARAGE STORAGE	120V 1P 2W	5.8	0.7	1/4 HP	



COST: see attached proposal 5 units @ \$350 = \$1,750

2. Roll-Up Doors @ Wood Shop: (not shown on electrician's plan)



COST: See attached proposal 2 doors @ \$1,175 = \$2,350

3. Tom added light & outlets at Brine Pump and the Owner supplied pump was different voltage than shown

SALT SHED			
Brine Pump Feed	1		350.00
-originally spec'd at 1p20A, installed at 2p30A			
Duplex Receptacle, Leviton Std (stock colors)	1	ea	150.00
Single Pole Switch Leviton Decora, standard plates and colors	1	ea	150.00
Small Wallpack/Flood Light	1		385.00

COST: See attached Proposal - \$1,035

GILBANK CONSTRUCTION, INC.

GENERAL CONTRACTORS

Commercial • Industrial • Residential

P.O. BOX 718 • 301 SCOT DRIVE • CLINTON, WISCONSIN 53525-0718

Established 1965

December 26, 2024

Request for Proposal #27

Clear Coat on Bathroom Floors

Project: Fort Atkinson – Public Works & Parks Operations
Project #: 76130

Brad,

L&A Crystal, the polished flooring contractor is recommending a clear coat installation on the bathroom areas of the Locker Rooms. The polished concrete can show staining from urine and toilet cleaners. They would also premix in some Sharkgrip for added slip resistance.

See attached proposal for more details and areas that are included.

The following is the cost for RFP #27:

L&A Crystal	\$1,495
10% P&O	<u>\$ 149</u>
Total Cost	\$1,644

Let me know if you have any questions:

Sincerely

Gary Gilbank



CHANGE ORDER - #1

CUSTOMER | Gilbank Construction

CONTACT | Gary Gilbank

PROJECT NAME | Fort Atkinson Public Works

JOBSITE ADDRESS | 600 Talcott Avenue, Fort Atkinson, WI

PHONE NUMBER | 608-751-0294

FAX AND/OR EMAIL | garyg@gilbankconstruction.com

DATE | December 20, 2024

PAGES | 1

PREPARED BY | Chrissy Curran | O: 262.242.5757 | C: 262.277.6033 | christinec@lacrystal.com

DELETED/**ADDED** CHANGE TO SCOPE OF WORK

Add Polyurethane Hybrid Flooring System Locker room Bathrooms: 323 SF

Prime floor surface with moisture mitigation epoxy primer. After proper cure time, screen entire surface, vacuum, and clean with denatured alcohol. Install a clear polyurethane topcoat premixed with SharkGrip for additional chemical, wear, and abrasion resistance.

DELETED/**ADDED** COST

TOTAL COST **\$1,495.00**

CUSTOMER APPROVAL: _____ **DATE** _____

A101



MEMORANDUM

DATE: February 4, 2025

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action relating to the Purchase of a Forklift for the new Public Works and Parks Operations facility (Williamson, Superintendent of Public Works)

BACKGROUND

The Public Works and Parks Operations Facility Project, approved for construction by the City Council in the spring of 2024, continues on schedule. Overall facility construction commenced in March 2024 and has now been slated for building completion and move in beginning the week of February 10, 2025. There are several items, which have been planned and budgeted, remaining to be purchased that fall under the owner's responsibility category. The City is the owner of this project.

DISCUSSION

The borrowing for the project included items to be provided by the City including service shop equipment, facility operations equipment, furnishings, audio and video components, and storage racking and shelving. The Design Architect and City worked together during the design budgeting process to establish an anticipated budget of \$545,000.00 for all of these items, collectively called Furnishings, Fixtures, and Equipment (FFE). This budget served as a placeholder for the project borrowing.

The Public Works Department released a request for proposals for the purchase of a forklift to facilitate safe loading and unloading of stored items to the new mezzanine storage spaces. Staff received five (3) proposals from qualified firms. The City requested proposals for both new and used forklifts with a minimum lifting capacity of 4000 lbs. to 5000 lbs.

This is the third Council request for approval within the FFE category, after the tire changer, office furnishings, and storage / shelving and racking, with additional requests possible after final move in.

FINANCIAL ANALYSIS

Staff received 3 new unit proposals ranging from a low bid of \$30,949.00 to a high bid of \$33,566.00 and three used unit proposals ranging from a low bid of \$22,933.00 to a high bid of

\$26,765.00. The low bidder for a new lift truck was Atlas Badger, at \$30,949.00, which can be compared to the other bidders in the bid tabulation below and attached bid documents. The low bidder for a used lift truck was Crown, at \$22,933.00, which can also be compared to the other bidders in the bid tabulation below and attached bid documents. Crown proposed one additional option and falls in a demonstrator category (qualifies as a new unit with full warranty) and this bid is \$26,387.30 and is shown in the bid tab below along with the attached proposals:

City of Fort Atkinson Public Works and Parks Operations Facility					
Bid Tabulation for New 4,000 to 5,000 lb LP Fork Truck Quotes					
Manufacturer	Bidder	Lifting Capacity	Full Warranty	Powertrain Warranty	Price
Toyota	Atlas Badger Toyotalift	5000 lb	12/2000 hrs	36 mo/6000 hours	\$ 30,949.00
Clarke	Conger	5500 lb	24/ 4000 hrs	36 mo/6000 hours	\$ 33,566.00
Crown	Crown Lift Trucks	4000 lb	12/2,000 hrs	24 mo/4,000 OCBD 60 mo/10,000 hr	\$ 32,839.00
City of Fort Atkinson Public Works and Parks Operations Facility					
Bid Tabulation for Used 4,000 to 5,000 lb LP Fork Truck Quotes					
Manufacturer	Bidder	Lifting Capacity	Full Warranty	Powertrain Warranty	Price
Toyota 2022	Atlas Badger Toyotalift	5000 lb	90 Day		\$ 25,775.00
Toyota 2019	Conger	5500 lb	60 Day		\$ 26,765.00
Crown 2022	Crown Lift Trucks	4000 lb	90 Day		\$ 22,933.00
Crown 2024 DEMO	Crown Lift Trucks	4000 lb	12/2,000 hrs	24 mo/4,000 OCBD 60 mo/10,000 hr	\$ 26,387.30

The 2024 City Budget includes a Capitol Improvement Project borrowing for the new Public Works and Parks Operations Facility and anticipated a budget of \$545,000.00 for Furniture, Fixtures and Equipment (FFE) to properly equip the new facility. The Department would like to complete this purchase utilizing funds from the 2024 Public Works and Parks Operations Facility Project capitol funds borrowing.

The table below shows the total budget for FFE, the amount spent to date, the amount and category of the current request, as well as the balance. As one can see from this table, if this request is approved, the balance in the Equipment category will be \$63,584.71. The balances in the fixtures and Furnishings categories are \$75,988.68 and \$119,407.09, respectively. Staff continues to review the FFE needed to purchase for this project and anticipates returning to the City Council to authorize additional purchases in the future.

CATEGORY	BUDGET	SPENT TO DATE	THIS REQUEST	BALANCE
FURNISHINGS	\$ 210,000.00	\$ 90,592.91	\$ -	\$ 119,407.09
Desks, Tables, Chairs				
Racking and Storage				
Misc Storage				
Moving Expenses				
FIXTURES	\$ 85,000.00	\$ 9,011.32	\$ -	\$ 75,988.68
Appliances				
Audio Visual Equip				
Network Installation				
Installation Expenses				
EQUIPMENT	\$ 250,000.00	\$ 159,757.99	\$ 26,387.30	\$ 63,854.71
Tire Changer				
Hydraulic Press				
Rolling Lifts				
Prod./Fab. Tools				
Floor Scrubber				
Brine Tank				
Pump Shed				
Fork Lift				
TOTALS	\$ 545,000.00	\$ 259,362.22	\$ 26,387.30	\$ 259,250.48

RECOMMENDATION

Staff recommends approving the purchase of a Forklift from Crown Equipment Corporation, for the Public Works and Parks Operations Facility, in the amount not to exceed \$26,387.30.

ATTACHMENTS

1. City of Fort Atkinson New CGC Quote_1.29.2025
2. Conger - New - Clark -Q-16718 City of Fort Atkinson New Clark S25C
3. Badger - New - Toyota 50-8FGCU25 Quote
4. Conger - Used - 60079485 City of Fort Atkinson Used 8FGCU25 E-041924
5. Crown - City of Fort Atkinson Used C5 Quote_1.29.2025
6. Badger - Used - City of Fort Atkinson - City Hall - Toyota 8FGCU25 Quote



Crown Lift Trucks - Milwaukee

5150 S Towne Dr
New Berlin, WI 53151
262-695-0950
crown.com

Quotation

01/29/2025

Quote No. 822232

City of Fort Atkinson

City of Fort Atkinson
600 Talcott Ave
Fort Atkinson, WI 53538

Dear Tom,

Crown is pleased to present this proposal for a material handling solution designed to help you meet your company's operational goals. Our dedicated team of professionals is committed to providing integrated solutions that deliver a low total cost of ownership and exceptional long-term value.

Crown's award-winning line of lift trucks demonstrates its reputation for advanced product design, engineering, and integrated manufacturing processes. Offering a broad range of forklifts, as well as automation and fleet management technologies, Crown seeks to provide customers with innovative, forward-thinking solutions designed to improve performance and reduce operating cost.

Many top ranked companies choose Crown due to the extraordinary trust they place in the company and its products, as well as the support they receive from the most comprehensive customer support and service network in the industry. Our goal is to be one of your best business decisions.

Thank you for the opportunity to present this proposal and the prospect of supporting your business success.

Sincerely,

Nick Hanke
Nick.Hanke@crown.com



DELIVERING MANEUVERABILITY AND COMFORT

Crown's C-G Series 3,000 to 4,000 pound LPG cushion forklifts combine industrial features, operator-centric design and Crown's extensive network of support to deliver a better experience for the operator and performance that exceeds throughput expectations year after year.



CGC15-20

Discover the maneuverability and comfort you can expect from the CGC15-20 LPG Cushion Forklift:

Compact Footprint



The overall width and tight turn radius of the CGC15-20 enable it to easily maneuver in narrow aisles, in and out of trailers and on congested loading docks.

Operator Comfort



A deluxe suspension seat, tilt steering column, and open leg room provide increased comfort, reduced fatigue and dependable performance in demanding applications.

Heavy Duty Cooling Package



Industrial strength features, like the optional dual-core radiator, provide durability and more uptime by helping to protect critical engine and drivetrain components.

Oil-Cooled Disc Brakes



Oil-cooled disc brakes, guaranteed for 5 years / 10,000 hours of service, provide exceptional stopping power, consistent pedal feel and long life.

Crown Service and Support



The C-G Series is a robust forklift backed by Crown's nationwide service and support network, including quality parts and the assured performance of the Crown Integrity Service System®.

Crown CGC15-20 LPG Cushion Forklifts, *Maneuverability and Comfort* that Exceeds Expectations.

Contact your local Crown dealer or visit crown.com.





Crown Lift Trucks - Milwaukee
5150 S Towne Dr
New Berlin, WI 53151
262-695-0950
crown.com

Quotation
01/29/2025
Quote No. 822232
City of Fort Atkinson

Features and Options

CGC20SC-9 4,000 lb. Capacity, IC Cushion Tire

Environmental Designation (UL Rating)

Mast Type

Lift Height

Sideshifter

Accessory Hydraulics

Hydraulic Control Valve

Fork Length

Load Backrest Size

Seat Option

Seat Belt Interlock

Operator Fan

Spinner Knob

B-post Horn

Low LP Light

Drive and Steer Tire

Front Worklights

Rear Worklight

Flashing/Strobe Light

Travel Alarm

Rear View Mirror

Universal Clip Board

Warranty

LP Gas UL Rated

TT

187" Lift, 83" Collapsed

Yes

Double Accessory Hydraulics

Double Acc Control Valve 4S/4L

41" Long

37" x 39" Tall

Vinyl Suspension w/ Hip Restra

Yes

Yes

Yes

Rear Grab Handle with Horn

Low Fuel Warning Light

Narrow Non-Marking Smooth

Overhead Guard Mounted LED

Rear Worklight

Amber LED

Back-Up Alarm Outside Mount

Large Side Plastic

Yes

Standard - 12 Month / 2,000 Hours

Power Train Only - 24 Month / 4,000 Hours

Oil Cooled Disc Brakes - 60 Month / 10,000 Hours

Complimentary First Service



Crown Lift Trucks - Milwaukee
5150 S Towne Dr
New Berlin, WI 53151
262-695-0950
crown.com

Quotation
01/29/2025
Quote No. 822232
City of Fort Atkinson

Pricing Information

Quantity	Products	Price Each	Extended
1	New CGC20SC-9	\$ 32,839.60	\$ 32,839.60

Total Package Price:

- Plus Tax and Freight
- IN STOCK!

Demo Unit Package Price:

\$ 26,387.30

- Plus freight and tax
- Estimated Lead Time: 2 – 4 Weeks
- Warranty = Same as new truck warranty
- Specs comparable to New CGC unit specs
 - Subject to prior availability

CUSTOMER AGREES: (1) PRICES ARE FIRM FOR FIFTEEN (15) DAYS FROM THE DATE OF THIS QUOTATION; (2) THIS QUOTATION INCORPORATES CROWN'S TERMS AND CONDITIONS OF SALE AVAILABLE AT crown.com/en-us/terms-and-conditions ("TERMS") AS IF FULLY RESTATED IN THIS QUOTATION (THIS QUOTATION AND THE TERMS ARE COLLECTIVELY THE "AGREEMENT"); (3) IT HAS READ, OR HAS HAD THE OPPORTUNITY TO READ, THE AGREEMENT; AND (4) UNDERSIGNED HAS THE AUTHORITY TO BIND CUSTOMER AND ENTER INTO THE AGREEMENT.

Prices quoted are based upon quantities specified above.
If City of Fort Atkinson cannot accept merchandise at the time of shipment from our supplier, City of Fort Atkinson will be invoiced and normal terms will apply.

Above prices are subject to all state and local taxes
FOB: Factory
Terms: Net 10 DAYS

Crown Lift Trucks

Nick Hanke

Nick Hanke

City of Fort Atkinson

By _____

Title _____

Date _____



1-800-2CONGER
conger.com

**To: City of Fort Atkinson
101 N Main St
Fort Atkinson, WI 53538**

**Date: January 23, 2025
Our Ref: Q-16718**

Attn: Tracy Bente

Clark S25C 5,000 lbs. Basic Capacity, Cushion Tire Lift Truck



Photo may portray optional equipment not included in your quotation

Operator Comfort and Productivity

- *Adjustable Full-Suspension Seat
- *Large Floor Board Improves Leg Room and Boot Clearance
- *Small Diameter Steering Wheel with Low Steering Effort
- *Reduced Brake and Inching Pedal Effort
- *Steering Column Adjustable Tilt Range of 30°

Smart Dash

- *5" Color LCD Display
- *On-board diagnostics
- *CAN Communication
- *Password Protected Engine Start Through Dash
- *Powertrain Protection Monitoring System

SAFE

- *Automatically Applied Parking Brake
- *Speed Limit Control
- *Increased Visibility
- *High-Visibility Orange Seat Belt
- *Designed with Optimal Center-of-Gravity to Enhance Truck Stability

S25C Triple Specifications

Product	Product Description
Auxiliary Valves	Double for 4 hoses - 4 spool, 2 levers
Carriage	37" wide, hook type - ITA class II
Drive Tires	S20/25C - 21 x 7 x 15 - Drive
Engine/Fuel System	Swing-down LPG tank bracket
Forks	Class II 42" long 4 wide x 1.75" thick
Hose Adaptation	Double - four hoses internal
Lights / Alarms	LED Strobe Light - Yellow
Lights / Alarms	LED Headlights (OHG mounted)
Lights / Alarms	Audible back-up alarm
Load Backrest	48" High (for 37" Class II carriage)
Operator Compartment	12V POWER SUPPLY
Operator Compartment	Two Rear View Convex Mirrors (OHG mtd)
Operator Compartment	Hip Rest
Operator Compartment	Rear handle with horn button
Operator Compartment	Traction Disable
Operator Compartment	Steering wheel spinner knob
Operator Compartment	Convenience console - drink holder, tool tray, paperwork clip. Mounted right side of seat.
Paint	Clark Green
Power	Ford Tier 4 LPG Engine
Seat Belt	Orange seat belt
Seats	Safety Seat - Full suspension vinyl
Side Shifter	37" FS/37" OW/8" total sideshift, Class II
Steer Tires	16 x 5 x 10.5 - Steer
Travel Speed	TRAVEL SPEED INSTALLED, NOT ACTIVATED
Upright	189"/83.3"/35.3" (5B/6F)

Investment Price

Clark S25C 5,000 lbs. Basic Capacity, Cushion Tire Lift Truck as specified above: **\$33,566.00 Each**

****Non-Returnable, Non-Refundable***

Terms and Conditions:

Payment: Net 10 days / Cash or Financed

Delivery: Will advise at time of order.

F.O.B.: DELIVERED – Factory Freight Charges Subject to Change

General Terms and Conditions OF SALE

Applicability.

These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the goods ("**Goods**") by Conger Industries, Inc. ("**Seller**") to the buyer named on the reverse side of these Terms or upon any bid, proposal, quote, confirmation of sale, or invoice ("**Buyer**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

The accompanying proposal, quote, confirmation of sale, or invoice (the "**Sales Confirmation**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

Delivery of Goods.

The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order and in accordance with the specifications related to delivery on the Sales Confirmation. Any delivery dates provided by Seller are estimates only. Seller shall not be liable for any delays, loss, or damage in transit.

Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location designated by Buyer (the "**Delivery Point**") in accordance with the terms of the Sales Confirmation. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point, and will unload and release all transportation equipment promptly so Seller incurs no demurrage or other expense.

Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

If for any reason Buyer fails to accept delivery of any of the Goods, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

Non-Delivery.

The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within two (2) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

Buyer acknowledges and agrees that the remedies set forth in Section 0 are Buyer's exclusive remedies for any non-delivery of Goods.

Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation. Seller may, at Seller's discretion, delay delivery and exercise any other remedies under this Agreement if Buyer fails to pay any balance when due or Buyer has an existing outstanding account balance with Seller.

Title and Risk of Loss. Title and risk of loss passes to Buyer as soon as the Goods are properly tendered to Buyer at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code.

Buyer's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

Inspection and Rejection of Nonconforming Goods.

Buyer shall inspect the Goods within thirty-six (36) hours of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is materially different than identified in Buyer's purchase order; or (ii) product shipped is damaged in shipping.

If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, (ii) repair such Nonconforming Goods to make said Goods conforming Goods, or (iii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Upon the direction of the Seller, Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at 2290 S. Ashland Avenue, Green Bay, WI 54304. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods and as soon as reasonably possible, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

Buyer acknowledges and agrees that the remedies set forth in Section 70 are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

Lithium Ion Battery Disclosure.

The use of any lithium-ion battery not in the truck's UL files is not considered safe for this truck by the manufacturer or the dealer. The use of any lithium-ion battery that is not in the truck's UL file could result in product failure, property damage, injury, and death. The

use of any lithium-ion battery not in the truck's UL file may violate UL/ANSI/OSHA standards. The use of any lithium-ion battery not in the truck's UL file will void the truck's manufacturer warranty. Buyer's decision to use or install a lithium-ion battery not in the truck's UL file, is contrary to the recommendation of Seller. By signing this contract, Buyer, having been made aware of the risks associated with the installation of the lithium-ion battery not in the truck's UL file, accepts all liability related to the installation of the battery that is not in the truck's UL file. Furthermore, Buyer agrees to indemnify and hold harmless, Seller, its officers, directors, employees and agents, from and against any claims, actions, demands, judgments, liabilities, fines, penalties, and expenses, including attorneys' fees and expenses resulting from, or alleged to result from Seller's breach of warranty, breach of contract, misrepresentation, false certification, negligence, or failure to exercise due care in the sale of a truck to Buyer with a lithium-ion battery not in the truck's UL file.

Price.

Buyer shall purchase the Goods from Seller at the prices (the "**Prices**") set forth in Sales Confirmation. Prices listed within the Sales Confirmation are valid for thirty (30) days from the date contained therein and are subject to change upon expiration of said 30-day period. Prices are quoted expressly in consideration of the acceptance of the terms and conditions set forth herein. Any delay in shipment caused by Buyer's actions will subject Prices to increase. In no event will Prices be decreased.

All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

Payment Terms.

Buyer shall pay all invoiced amounts due to Seller within ten (10) days from the date of Seller's invoice, unless otherwise agreed to in writing between the parties or otherwise stated on the Sales Confirmation. Buyer shall make all payments hereunder in US dollars unless a financing arrangement has been made with Seller.

Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Seller reserves the right at any time to refuse or stop delivery of any order whenever, in Seller's discretion, there is doubt as to Buyer's financial ability to complete payment. Seller may decline to deliver any accepted order, except for orders pre-paid in cash. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods and stop Goods in transit if Buyer fails to pay any amounts when due hereunder.

Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

Limited Warranty.

Seller makes no warranties with respect to the Goods to Buyer, other than to the extent an original warranty is provided by the manufacturer of the Goods. In such case, Seller shall reasonably assist Buyer to make a claim under such warranties. Seller shall not be liable for a breach of any warranties provided in this section if (i) the products are not stored or handled appropriately according to either Seller's or the Goods' manufacturer's written or oral instructions; (ii) the claimed defect resulted from the damages occurring after delivery; (iii) the claimed defect was not reported to Seller within thirty (30) days after delivery; (iv) the claimed defect was observable at the time of delivery and was not reported upon delivery; (v) Buyer makes any further use of such Goods after giving such notice.

EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 100, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

Limitation of Liability.

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER, WHICHEVER IS LESS.

The limitation of liability set forth in Section 110 shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

Indemnification. To the fullest extent permitted by law, Buyer indemnifies, releases, holds Seller, its agents, entities and affiliates harmless, and, at Seller's request, defends Seller, Seller's agents, entities, and affiliates (with counsel approved by Seller), from and against all liabilities, claims, losses, damages, and expenses (including attorney's and/or legal fees and expenses) however arising

or incurred, related to any incident, damage to property, injury or death of any person, or violation of law or regulation caused by or connected with the Goods. Buyer's indemnity obligations shall survive the expiration or termination of this Agreement.

Insurance. During the term of this Agreement and for a period of one (1) year thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2,000,000.00 with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with 30 days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for seven (7) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin.

Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin in each case located in the City of Green Bay and County of Brown, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Litigation Costs and Expenses. If any party institutes any legal suit, action, or proceeding against the other party arising out of or relating to this Agreement, including, but not limited to, contract, equity, tort, fraud, and statutory claims, the prevailing party in a

final, non-appealable judgment regarding the suit, action, or proceeding is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting or defending the suit, action, or proceeding, including reasonable attorneys' fees, expenses, and court costs.

Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

Entirety of Agreement. This document, together with any other documents furnished by the Seller, shall set forth the entire agreement between the parties and may not be changed in any way except by written instrument signed by both parties.

Conditions subject to change to those in effect at time of delivery.

Your signature on this proposal constitutes an order.

Sincerely,
Conger Industries

Accepted:
City of Fort Atkinson

By: _____

By: _____

Name: David Hillestad

Name: _____

Title: Territory Sales Manager

Title: _____

Date: _____

To: City Of Fort Atkinson - City Hall
101 N Main St
Fort Atkinson, WI 53538-1861

Date: January 28, 2025
Quote No: 013063666 MASTER

Attn: Tom Williamson

Phone: 920-563-7766

We respectfully submit this quotation for the following NEW Toyota Internal Combustion Lift Truck (1 each):

Toyota...Proud to be the world's #1 forklift manufacturer!

TOYOTA MODEL 50-8FGCU25, Internal Combustion Lift Truck, quality engineered with the following specifications:

- Cushion Tires
- LP Gas Powered - UL Type "LP" Rating

This forklift is equipped with a 3-Way Catalytic Muffler System as standard equipment, and conforms to current Federal EPA and California ARB regulations for off-road large spark ignited engines.

SYSTEM OF ACTIVE STABILITY™ (SAS)

Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Control Rear Stabilizer:**
Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the SAS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over. (Note: Does not apply to dual drive configured models)
- **Active Mast Function Controller (AMC):**
Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.



Photo may portray optional equipment not included in your quotation.

AUTOMATIC FORK LEVELING

Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

PREMIUM, 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH ORANGE, NON-CINCHING SEAT BELT

Operator comfort is taken to a new level with Toyota's Premium, 4-way adjustable, full suspension vinyl seat. With lumbar, weight, tilt, and almost 6 inches of fore/aft adjustability, your operators will be comfortable and productive throughout their shift. Standard orange, non-cinching seat belt provides additional comfort in applications requiring frequent reverse travel.

LCD MULTI-FUNCTION DISPLAY II

Features on the new MFD II include data log functions, fuel information, & operation data log all with QR code output; fuel gauge (excluding LP); and password protected administrator level access that can manipulate functions such as travel, vehicle management, and operation data log functions.

Mast 3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation.
Mast Specifications:

- Maximum Fork Height - 189.0"
- Overall Lowered Height - 83.3"
- Over Head Guard Height - 80.70"
- Free Lift - 35.3" with standard Load Backrest

Lifting Capacity **Base Model Capacity – 5,000 lbs @ 24" load center**
Actual Capacity, based on quoted specifications - 4,500 lbs @ 24" load center to 189.0" MFH
Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.

Tilt 6 degrees forward and 5 degrees backwards

Carriage ITA Hook Type 36" Carriage

Forks Forks 42" x 5" x 1.6" - Class II

<i>Load Backrest</i>	48" High Load Backrest
<i>Attachments</i>	Cascade 36" Hang-on Sideshifter (Includes 3rd Function Internal Hosing)
<i>Speeds</i>	Travel Speed: 10.60 mph Lift Speed: 121 fpm
<i>Engine</i>	2.2L 4Y-US Industrial LP Engine 136 cubic inch displacement, 4 cylinder, overhead valve (OHV) Net Torque Rating: 112 @ 1800 rpm SAE ft-lb Net Horsepower Rating: 51 @ 2570 rpm SAE HP
<i>Transmission</i>	Automatic Transmission
<i>Steering</i>	Load Sensing Hydrostatic Power Steering with Tilt Steering Column
<i>Wheels and Tires</i>	Front Tires: 21x7x15 Rear Tires: 16x5x10-1/2

<i>Additional Equipment Included</i>	• UL Approved Model Type "LP" (tank not included) • Adjustable Volume Back-up Alarm (Smart Alarm) • LED Strobe Light (Amber)
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<i>Other Outstanding Toyota Features</i>	• Operator Presence Sensing System (OPSS) • Fully Stamped Steel Side Panels • Electronic Speed Control • Weather Protected Electrical System • Unparalleled Fork Tip Visibility • Foot Activated Park Brake with High Mount Release • Electronic Shift Control • 7" Cyclone Air Cleaner • Fully Insulated Stamped Steel Engine Hood • Dual Operator Assist Grips • Oversized Cup Holder • Heavy Duty, Non-Slip Rubber Floor Mat
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Some standard items listed within this quotation may be replaced or altered due to optional equipment.

Putting technology
to work for you.

SEnS
smart environment sensor



TOYOTA
MATERIAL HANDLING



Scan the QR Code
to learn more

*Not applicable to all models. Click here for more details: <https://www.toyotaforklift.com/sens>

***MyInsights
(Telematics)***

Standard telematics provided on most Toyota forklifts deliver valuable insights and actionable data for your business. Increase uptime, optimize your fleet, and view detailed analytics by completing your free registration at my.toyotaforklift.com today!

Standard Insights:

- Hour Meters
- Error Codes
- Impact Detection
- Location Tracking

Warranty

12 Months or 2,000 hours whichever occurs first: Basic
36 Months or 6,000 hours whichever occurs first: Powertrain

Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota forklift standard or powertrain warranty.

We offer a Toyota factory authorized warranty on all new Toyota Material Handling Equipment.

<i>Investment</i>	Price-Toyota Model 50-8FGCU25 as specified above:	\$30,949.00	Each
	Net Price:	\$30,949.00	Each

***Terms and
Conditions***

Payment: Net 10 days / Cash or Financed.
Delivery: Will advise at time of order.
Quote Valid for 30 Days unless otherwise stated.
Units with lead-times beyond 12 months will need monthly payments recalculated with interest rates available at time of delivery.
Cancelled orders are subject to a 20% restock fee.

F.O.B.: Delivered Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments. Lease offerings subject to credit approval.
Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors. Some options and configurations may void UL.

TELEMATICS AND DATA COLLECTION

The equipment in this proposal is enabled with the MyInsights system ("System") which collects certain location and operational data concerning the equipment and transmits it to Toyota Material Handling, Inc. for processing and analytics. This proposal is subject to the contractual terms and data usage policies for the System found at <https://www.toyotaforklift.com/myinsights-legal> ("System Terms"). Acceptance of this proposal, or otherwise using the equipment, constitutes acceptance of the System Terms and the formation of an agreement between Customer and Toyota Material Handling, Inc. based on the System Terms. Customer may opt-out of data collection features for the System as provided in the System Terms. Failure to opt-out signifies Customer's consent and agreement to the collection and usage of data in accordance with the System Terms.

Servicing Dealer Badger ToyotaLift
2473 S Commerce Dr,
New Berlin, WI, 53151-2717
Phone:262-782-9311

Sincerely,
Badger ToyotaLift

Accepted:
City Of Fort Atkinson - City Hall

Cash Price \$ _____
Financed Payment* \$ _____ *Per Month* _____ *Months*

By: _____

Name: Andy Strnad

Title:

By: _____

Name: _____

Title: _____

Date: _____

*Financing requires credit approval. Terms and conditions are subject to change.

Toyota 360 Support Options
(not included in this quotation)

Item	Price	Accepted*
1. Toyota 360 Support Plus 3 36 Months/6,000 Hrs Carriage to Counterweight Warranty 60 Months/6,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	\$799	
2. Toyota 360 Support Plus 4 48 Months/8,000 Hrs Carriage to Counterweight Warranty 60 Months/8,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	\$999	
3. Toyota 360 Support Plus 5 60 Months/10,000 Hrs Carriage to Counterweight Warranty 60 Months/10,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	\$1199	

** Customer: please signify acceptance of an option by initialing in the space provided.*



*Not applicable to all models. See here for more details: www.ToyotaForklift.com/360-support encl



Conger Toyota-Lift
2290 S Ashland Ave
Green Bay, WI 54304-4802
Phone: 920-499-5181
Fax: 920-498-6150

To: City of Fort Atkinson
101 N Main St
Fort Atkinson, WI 53538-1861
Attn: Tracy Bente

Date: January 28, 2025
Our Ref: 60079485

We respectfully submit this quotation for the following used Toyota equipment (1 each):

(1) Used 2019 Toyota L.P. Lift Truck

Model: 8FGCU25

5,000 lbs. Basic Capacity @ 24" Load Center

86" Lowered Mast Height

189" Lift Height to Top of Forks

Used Cushion Tires

42" or 48" Standard Pallet Forks -- *Please specify when ordering*

Used Sideshifting Fork Positioner

No LP Tank

Fresh Paint and Decals

60 Days Parts & Labor Warranty - Starts from day of delivery

Investment	Toyota Model as specified above:	\$ 26,400.00	Each
E-041924	Delivery to 53538:	\$365.00	
	Net Price:	\$ 26,765.00	Each

****Non-Returnable, Non-Refundable***

*****Unit is Subject to Availability***

**Transaction
Disclosure**

Please be advised that the U.S. Environmental Protection Agency (EPA) is reviewing prior emissions certifications related to the engine powering LSI forklifts from 2007 - 2020 including the testing, reporting, and recordkeeping practices of Toyota Material Handling, Inc. (TMH) and its parent company. This review may result in the EPA voiding the certificate that originally authorized TMH to sell this engine in the U.S. As a result, you should not rely on the emissions label affixed to the engine or the existence of a previously issued emissions certificate for the engine.

By signing this quote, you acknowledge two things:

(1) You have been informed by TMH and its dealer that the EPA may void the emissions certificate previously issued to TMH for the engine powering this forklift truck.

(2) Your participation in this transaction is not based on any type of representation made by TMH or its dealer that the engine powering this forklift truck is certified by the EPA or meets applicable U.S. emissions requirements, and you are not relying on any such representations in making your purchase or lease decision.

**Terms and
Conditions**

GENERAL TERMS AND CONDITIONS OF SALE

Payment: Net 10 days / Cash or Financed

Delivery: Will advise at time of order.

F.O.B.: DELIVERED

Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Lease offerings subject to credit approval

Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.

Some options and configurations may void UL.

1. Applicability.

(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by Conger Industries, Inc. ("Seller") to the buyer named on the reverse side of these Terms or upon any bid, proposal, quote, confirmation of sale, or invoice ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying proposal, quote, confirmation of sale, or invoice (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery of Goods.

(a) The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order and in accordance with the specifications related to delivery on the Sales Confirmation. Any delivery dates provided by Seller are estimates only. Seller shall not be liable for any delays, loss, or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location designated by Buyer (the "Delivery Point") in accordance with the terms of the Sales Confirmation. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point, and will unload and release all transportation equipment promptly so Seller incurs no demurrage or other expense.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-Delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within two (2) days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(d) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for any non-delivery of Goods.

4. Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation. Seller may, at Seller's discretion, delay delivery and exercise any other remedies under this Agreement if Buyer fails to pay any balance when due or Buyer has an existing outstanding account balance with Seller.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer as soon as the Goods are properly tendered to Buyer at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code.

6. Buyer's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within thirty-six (36) hours of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller.

"Nonconforming Goods" means only the following: (i) product shipped is materially different than identified in Buyer's purchase order; or (ii) product shipped is damaged in shipping.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, (ii) repair such Nonconforming Goods to make said Goods conforming Goods, or (iii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Upon the direction of the Seller, Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at 2290 S. Ashland Avenue, Green Bay, WI 54304. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods and as soon as reasonably possible, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 7(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

8. Transaction Disclosure.

(a) The U.S. Environmental Protection Agency (EPA) is reviewing prior emissions certification/s related to the engine powering the Toyota 8-Series LSI engine models produced from 2007 through 2020, including the testing, reporting, and recordkeeping practices of Toyota Material Handling, Inc. (TMH) and its parent company. This review may result in the EPA voiding the certification that originally authorized TMH to sell this engine in the U.S. As a result, you should not rely on the emissions label affixed to the engine or the existence of a previously issued emissions certificate for the engine. Buyer has been informed by Seller that the EPA may void the emissions certificate previously issued to TMH for the engine models mentioned previously. Buyer's participation in this transaction is not based on any type of representation made by TMH or Seller that the engine powering this equipment is certified by the EPA or meets applicable U.S. emissions requirements, and buyer is not relying on such representations in making the purchase or lease decision.

9. Lithium Ion Battery Disclosure.

(a) The use of any lithium-ion battery not in the truck's UL files is not considered safe for this truck by the manufacturer or the dealer. The use of any lithium-ion battery that is not in the truck's UL file could result in product failure, property damage, injury, and death. The use of any lithium-ion battery not in the truck's UL file may violate UL/ANSI/OSHA standards. The use of any lithium-ion battery not in the truck's UL file will void the truck's manufacturer warranty. Buyer's decision to use or install a lithium-ion battery not in the truck's UL file, is contrary to the recommendation of Seller. By signing this contract, Buyer, having been made aware of the risks associated with the installation of the lithium-ion battery not in the truck's UL file, accepts all liability related to the installation of the battery that is not in the truck's UL file. Furthermore, Buyer agrees to indemnify and hold harmless, Seller, its officers, directors, employees and agents, from and against any claims, actions, demands, judgments, liabilities, fines, penalties, and expenses, including attorneys' fees and expenses resulting from, or alleged to result from Seller's breach of warranty, breach of contract, misrepresentation, false certification, negligence, or failure to exercise due care in the sale of a truck to Buyer with a lithium-ion battery not in the

truck's UL file.

10. Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Sales Confirmation. Prices listed within the Sales Confirmation are valid for thirty (30) days from the date contained therein and are subject to change upon expiration of said 30-day period. Prices are quoted expressly in consideration of the acceptance of the terms and conditions set forth herein. Any delay in shipment caused by Buyer's actions will subject Prices to increase. In no event will Prices be decreased.

(b) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

11. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller within ten (10) days from the date of Seller's invoice, unless otherwise agreed to in writing between the parties or otherwise stated on the Sales Confirmation. Buyer shall make all payments hereunder in US dollars unless a financing arrangement has been made with Seller.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Seller reserves the right at any time to refuse or stop delivery of any order whenever, in Seller's discretion, there is doubt as to Buyer's financial ability to complete payment. Seller may decline to deliver any accepted order, except for orders pre-paid in cash. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods and stop Goods in transit if Buyer fails to pay any amounts when due hereunder.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

12. Limited Warranty.

(a) Seller makes no warranties with respect to the Goods to Buyer, other than to the extent an original warranty is provided by the manufacturer of the Goods. In such case, Seller shall reasonably assist Buyer to make a claim under such warranties. Seller shall not be liable for a breach of any warranties provided in this section if (i) the products are not stored or handled appropriately according to either Seller's or the Goods' manufacturer's written or oral instructions; (ii) the claimed defect resulted from the damages occurring after delivery; (iii) the claimed defect was not reported to Seller within thirty (30) days after delivery; (iv) the claimed defect was observable at the time of delivery and was not reported upon delivery; (v) Buyer makes any further use of such Goods after giving such notice.

(b) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 10(a), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

13. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER, WHICHEVER IS LESS.

(c) The limitation of liability set forth in Section 11(b) shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

14. Indemnification. To the fullest extent permitted by law, Buyer indemnifies, releases, holds Seller, its agents, entities and affiliates harmless, and, at Seller's request, defends Seller, Seller's agents, entities, and affiliates (with counsel approved by Seller), from and against all liabilities, claims, losses, damages, and expenses (including attorney's and/or legal fees and expenses) however arising or incurred, related to any incident, damage to property,

injury or death of any person, or violation of law or regulation caused by or connected with the Goods. Buyer's indemnity obligations shall survive the expiration or termination of this Agreement.

15. Insurance. During the term of this Agreement and for a period of one (1) year thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2,000,000.00 with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with 30 days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

17. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for seven (7) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

18. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

24. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law

provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin.

25. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin in each case located in the City of Green Bay and County of Brown, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

26. Litigation Costs and Expenses. If any party institutes any legal suit, action, or proceeding against the other party arising out of or relating to this Agreement, including, but not limited to, contract, equity, tort, fraud, and statutory claims, the prevailing party in a final, non-appealable judgment regarding the suit, action, or proceeding is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting or defending the suit, action, or proceeding, including reasonable attorneys' fees, expenses, and court costs.

27. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

28. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

30. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

31. Entirety of Agreement. This document, together with any other documents furnished by the Seller, shall set forth the entire agreement between the parties and may not be changed in any way except by written instrument signed by both parties.

Sincerely,
Conger Toyota-Lift

Accepted:
City of Fort Atkinson

By: _____

By: _____

Name: David Hillestad

Name: _____

Title: Territory Sales Manager

Title: _____

Date: _____



Crown Lift Trucks - Milwaukee

5150 S Towne Dr
New Berlin, WI 53151
262-695-0950
crown.com

Quotation

01/29/2025

Quote No. 825981

City of Fort Atkinson

City of Fort Atkinson
600 Talcott Ave
Fort Atkinson, WI 53538

Dear Tom,

Crown is pleased to present this proposal for a material handling solution designed to help you meet your company's operational goals. Our dedicated team of professionals is committed to providing integrated solutions that deliver a low total cost of ownership and exceptional long-term value.

Crown's award-winning line of lift trucks demonstrates its reputation for advanced product design, engineering, and integrated manufacturing processes. Offering a broad range of forklifts, as well as automation and fleet management technologies, Crown seeks to provide customers with innovative, forward-thinking solutions designed to improve performance and reduce operating cost.

Many top ranked companies choose Crown due to the extraordinary trust they place in the company and its products, as well as the support they receive from the most comprehensive customer support and service network in the industry. Our goal is to be one of your best business decisions.

Thank you for the opportunity to present this proposal and the prospect of supporting your business success.

Sincerely,

Nick Hanke
Nick.Hanke@crown.com



Quality Used Forklifts for Virtually Every Need

Crown pre-owned lift trucks are fully inspected to ensure the performance and uptime you expect.

PERFORMANCE CHECKED



- Ensure all lift truck functions are fully operational
- Check that brakes are operational within factory specs
- Check lights, fans and key switches for full functionality
- Adjust hoses and lift chains to factory specs
- Ensure no oil or hydraulic leaks are present
- Check wheels, tires and casters, flat spots, excessive wear, and that no major cuts or chunks are present

SAFETY CHECKED



- Ensure all safety items are operational within specs
- Check all safety decals and data tags, replace if necessary
- Inspect seat belts (where applicable) for good operational condition

MAINTENANCE CHECKED



- Blow dust from motors and power units
- Fully lubricate truck and mast
- Ensure no major dents present on body, platforms, and load backrests
- Ensure no tears present on seats, armrests or backrest pads
- Inspect floorboard mats and ensure pedals and switches have factory covering
- Apply touch-up paint; repaint pallet truck skirts and forks
- Complete scheduled planned maintenance within 120 days or 250-300 hours prior to delivery



Crown quality makes a difference, whether new or used.

Call 1-800-675-7272



Crown Lift Trucks - Milwaukee
5150 S Towne Dr
New Berlin, WI 53151
262-695-0950
crown.com

Quotation
01/29/2025
Quote No. 825981
City of Fort Atkinson

Features and Options

Used C5C 5,000 lb. Capacity, IC Cushion Tire

Mast Type	TT
Lift Height	188" Lift
Sideshifter	Yes
Standard Warranty	Standard - 90 Days Coverage on All Major Components, Parts and Labor. - 30 Days Coverage on Wearable Components

Pricing Information

Quantity	Products	Price Each	Extended
1	Used C5C	\$ 22,933.00	\$ 22,933.00

Total Package Price:

- Plus Tax and Freight
- Estimated Lead Time: 12 – 16 Weeks (Subject to prior availability)

CUSTOMER AGREES: (1) PRICES ARE FIRM FOR FIFTEEN (15) DAYS FROM THE DATE OF THIS QUOTATION; (2) THIS QUOTATION INCORPORATES CROWN'S TERMS AND CONDITIONS OF SALE AVAILABLE AT crown.com/en-us/terms-and-conditions ("TERMS") AS IF FULLY RESTATED IN THIS QUOTATION (THIS QUOTATION AND THE TERMS ARE COLLECTIVELY THE "AGREEMENT"); (3) IT HAS READ, OR HAS HAD THE OPPORTUNITY TO READ, THE AGREEMENT; AND (4) UNDERSIGNED HAS THE AUTHORITY TO BIND CUSTOMER AND ENTER INTO THE AGREEMENT.

Prices quoted are based upon quantities specified above.
If **City of Fort Atkinson** cannot accept merchandise at the time of shipment from our supplier, **City of Fort Atkinson** will be invoiced and normal terms will apply.

Above prices are subject to all state and local taxes
FOB: Factory
Terms: Net 10 DAYS

Crown Lift Trucks

Nick Hanke

Nick Hanke

City of Fort Atkinson

By _____

Title _____

Date _____



City of Fort Atkinson - City Hall - Toyota 8FGCU25 Quote

City of Fort Atkinson - City Hall

101 N Main St

Fort Atkinson, Wisconsin 53538

Reference: 20250128-131430146

Quote created: January 28, 2025

Quote expires: April 28, 2025

Tom Williamson

twilliamson@fortatkinsonwi.net

We respectfully submit this quotation for the following:

Tom,

Thank you for the opportunity to submit this quotation for your consideration. Please do not hesitate to contact me with any questions regarding this proposal:

ITEM		QTY	UNIT PRICE	TOTAL
Reconditioned 5,000lb Toyota 8-Series Cushion IC Forklift 2022 Reconditioned Toyota 8-Series Cushion IC Forklift Serial 12946 Hours 2756 5,000lb Base Capacity FSV (3-Stage Mast) with: 189" Max Fork Height 83" Lowered Height Sideshifter 42" Long Forks Headlights Load Backrest LPG Powered (Tank Not Included) Safety Warning Light Back UP Alarm Toyota's System of Active Stability (SAS)		1	\$25,400.00	\$25,400.00
FINANCING & MAINTENANCE: A broad range of competitive and flexible financing options are available through Toyota. Financing requires credit approval. Terms and conditions are subject to change. In addition, Full Maintenance and Planned Maintenance programs are available.				
DELIVERY: Quote is FOB _____, MN/IL/WI. Delivery is approximately 4-6 weeks, and confirmed at point of order.				
Please Note Pricing Excludes Freight & Applicable Sales Tax.				
THE RECONDITIONING PROCESS Each truck to be reconditioned is brought into an Atlas facility and stripped of all its exterior panels. Each component, (engine, transmission, axle, pumps, etc.) is then checked against new factory specifications. Those not up to factory specifications are rebuilt or replaced. Additionally, the truck receives new paint with factory decals, a new seat and new tires.				
WARRANTY 90-day, full parts & labor warranty, and 1-year on major components.				
Freight				\$375.00
Total				\$25,775.00

Atlas Badger Toyotalift TERMS AND CONDITIONS

- 1. This order is tendered by Buyer for acceptance and shall become a binding contract only when accepted by an officer of the Seller at its office in Elk Grove Village IL. Upon said acceptance, this order shall be effective after they shall survive (1) the delivery of the equipment ordered hereunder and (2) the signing of an additional security agreement(s) relating to said equipment. If the terms hereof conflict with any security agreement, the terms of the latter shall control.
- 2. Unless otherwise specifically agreed, all prices are for material packed for domestic shipment and for delivery to point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. Title (subject to a security interest) shall pass when the goods have been delivered to Buyer and thereupon all risks shall be upon the Buyer. Buyer shall pay all transportation and delivery charges to final destination.
- 3. The amount of taxes stated on the reverse side hereof, if any, is approximate only. Buyer is liable for the full amount of all taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefore.

[Atlas Badger Toyotalift Terms and Conditions](#)

Signature

Signature

Date

Printed name

Prepared By

Andy Strnad
andy.strnad@badgertl.com

Atlas Badger ToyotaLift
2473 S. Commerce Drive
New Berlin, WI 53151



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

MEMORANDUM

DATE: February 4, 2025

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action relating to the Purchase of Audio-Visual Equipment for the Public Works and Parks Operations facility (Williamson, Superintendent of Public Works)

BACKGROUND

The Public Works and Parks Operations Facility Project, approved for construction by the City Council in the spring of 2024, is well underway. Overall facility construction commenced in March 2024 and has now been slated for building completion and move in the week of February 10, 2025. As a result, the design architect and staff felt it was necessary to commit to the purchase and contract installation of the necessary audio-visual equipment required to properly outfit the new facility in anticipation of a fast approaching move in date.

DISCUSSION

The borrowing for the project included items to be provided by the City including service shop equipment, facility operations equipment, furnishings, audio and video components, and storage racking and shelving. The Design Architect and City worked together during the design budgeting process to establish an anticipated budget of \$545,000.00 for all of these items, collectively called Furnishings, Fixtures, and Equipment (FFE). This budget served as a placeholder for the project borrowing.

The Public Works Department, with the assistance of the Fort Atkinson School District Technology Department, released a public request for bids on November 21, 2024 to 5 qualified firms. The table below shows the bidders list.

Fort Atkinson Public Works and Parks Operations Facility - Audio Visual Bidders List				
Date	Company Name	Contact	eMail	Phone
11/21/2024	AC - Advanced Communications Services	Tim Dittman	tdittman@advanced-comm.com	262-786-1699
11/21/2024	Audio Visual of Madison	Dave Leemkuil	davel@aymonline.com	608-277-8883
11/21/2024	AV Design Group	Fred Brown-Williamson	Fwbrownw@AV-DesignGroup.com	262-512-9392
11/21/2024	Apex Audio Video	Andrew	andrew@apexavwi.com	262-893-3820
11/21/2024	Fearings Audio Video Security	Chris Matson	cmatson@fearings.com	608-443-2595

Staff received five (2) proposals from qualified firms. The items in this request include video

monitors, controls, switching, cabling, and programming. These items will be used to prepare the office spaces, multipurpose / break room, and entry area to complete the move in process.

This is the fourth request for approval within the FFE category, after the tire changer, Furnishings and Shelving, and Forklift with additional requests anticipated.

FINANCIAL ANALYSIS

The two proposals received range from a low bid of \$45,465.00 to a high bid of \$56,841.00. The bids were put together slightly differently, with differing equipment offerings and levels of service and options. As a result of this, staff scrutinized and reached out to the Fort Atkinson School District, and the City's I.T. Professionals (Ignatek) for review assistance. Both groups indicated that each bidder's approach will work for our needs and offer high quality components. Staff requested a list of references for past work products and both bidders submitted a list containing a variety of schools and commercial users. One of those schools is the Fort Atkinson School District which spoke highly of ACS as a service provider for their training room needs. AC - Advanced Communications Services was the low bidder at \$45,465.00 and can be compared to the other bidder in the bid tabulation below and attached bid documents:

Fort Atkinson Public Works and Parks Operations Facility Project			
Audio / Visual Bid Tabulation			
Company Name	Bid Item	Unit Price	Total Bid
AC - Advanced Communications Services	Video Scope	\$32,500.00	
	Audio Scope	\$10,190.00	
	Controls Scope	\$2,775.00	
	Subtotal		\$45,465.00
	Option Conference Room Touch Screen Controls Scope	\$1,950.00	
	Option Offices Touch Screen Controls Scope	\$3,035.00	
	No Video Conferencing provided or available through ACS	\$0.00	
	Total with Video Conferencing		\$50,450.00
AV Design Group	Video and Audio Scope Includes Conference Room Video Conferencing	\$56,814.00	
	Subtotal		\$56,814.00
	Breakroom Optional Video Conference Camera and Microphone	\$6,700.00	
	Total with Video Conferencing		\$63,514.00

The 2024 City Budget includes a Capitol Improvement Project borrowing for the new Public Works and Parks Operations Facility and anticipated a budget of \$545,000.00 for Furniture, Fixtures and Equipment (FFE) to properly equip the new facility. The Department would like to complete this purchase utilizing funds from the 2024 Public Works and Parks Operations Facility Project capitol funds borrowing.

The table below shows the total budget for FFE, the amount spent to date, the amount and category of the current request, as well as the balance. As one can see from this table, if this request is approved, the balance in the fixtures category will be \$30,532.68. The balances in the Furnishings and equipment categories are \$119,407.09 and \$63,854.71, respectively. Staff continues to review the FFE needed to purchase for this project and anticipates returning to the City Council to authorize

additional purchases in the future.

CATEGORY	BUDGET	SPENT TO DATE	THIS REQUEST	BALANCE
FURNISHINGS	\$ 210,000.00	\$ 90,592.91	\$ -	\$ 119,407.09
Desks, Tables, Chairs				
Racking and Storage				
Misc Storage				
Moving Expenses				
FIXTURES	\$ 85,000.00	\$ 9,011.32	\$ 45,465.00	\$ 30,523.68
Appliances				
Audio Visual Equip				
Network Installation				
Installation Expenses				
EQUIPMENT	\$ 250,000.00	\$ 159,757.99	\$ 26,387.30	\$ 63,854.71
Tire Changer				
Hydraulic Press				
Rolling Lifts				
Prod./Fab. Tools				
Floor Scrubber				
Brine Tank				
Pump Shed				
Fork Lift				
TOTALS	\$ 545,000.00	\$ 259,362.22	\$ 71,852.30	\$ 213,785.48

RECOMMENDATION

Staff recommends awarding the contract to AC - Advanced Communications Services for the items included in their proposal for FFE for the Public Works and Parks Operations Facility in the amount not to exceed \$45,465.00.

ATTACHMENTS

1. Fort Atkinson_DPW
2. Fort Atkinson DPW AV Proposal Rev 1.2.25



January 4, 2025

Tom Williamson
City of Fort Atkinson
Department of Public Works
700 James Place
Fort Atkinson, WI 53538

Tom,

Thank you for allowing me an opportunity to present a proposal for video, audio and control systems for the new DPW building. Based on your Request for proposal and accompanying drawing, I offer the following:

Video:

Scope:

- A.C.S.I. to provide and install a wall mounted, locking equipment cabinet in the Storage Room.
- **Electrical contractor to provide power at the cabinet (height TBD).**
- A.C.S.I. to provide a presentation podium.
- A.C.S.I. to provide and install an HDMI and USB-C wall plate, near the podium, equipped with an automatic switcher and HDBaseT transmitter.
- **Electrical Contractor to provide a 2-gang extra deep box with a 1" conduit stubbed into accessible ceiling space.**
- A.C.S.I. to provide and install an HDBaseT receiver, in the cabinet, for that wall plate.
- A.C.S.I. to provide and install a Category 6 cable from the transmitter to the receiver.
- A.C.S.I. to provide (3) mirroring appliance(s).
- **City IT staff to configure network for mirroring appliance traffic.**
- A.C.S.I. to provide a shelf and install those appliances in the cabinet.
- **Data cabling contractor to provide data drops for each of the mirroring appliances.**
- A.C.S.I. to provide and install an 8X8 HDMI matrix switcher in the cabinet that will allow any of following inputs to be displayed on any combination of the three 85" displays in the breakroom, the (4) displays in the Streets, Superintendents, Parks and Open Offices.
 - Content from the convenience plate at the podium.
 - Content from the 1-3 mirroring appliances in the cabinet
- A.C.S.I. to provide and install HDMI cable from the HDMI/USB-C wall plate HDBaseT receiver to an input of the HDMI matrix switcher.
- A.C.S.I. to provide and install HDMI cables from each of the mirroring appliances to inputs of the HDMI matrix switcher.
- A.C.S.I. to provide (3) 85" commercial 4K UHD displays with RS232 control.
- A.C.S.I. to provide flat/tilt mount kits and mount those displays in the breakroom.
- **Electrical contractor to provide power (duplex receptacle) behind those displays (height TBD).**



- **Electrical contractor to provide a 1-gang box with 1” conduit stubbed into accessible ceiling space.**
- **Data cabling contractor to provide a data jack behind each of those displays.**
- A.C.S.I. to provide (2) 65” commercial 4K UHD displays with RS232 control and variable audio out.
- A.C.S.I. to provide flat/tilt mount kits and mount those displays in the following rooms:
 - Streets Office
 - Superintendent’s Office
- **Electrical contractor to provide power (duplex receptacle) behind those displays (height TBD).**
- **Electrical contractor to provide a 1-gang boxes with ¾” conduit stubbed into accessible ceiling space.**
- **Data cabling contractor to provide a data jack behind each of those two displays.**
- A.C.S.I. to provide (2) 50” commercial 4K UHD displays with RS232 control and variable audio out.
- A.C.S.I. to provide flat/tilt mount kits and mount those displays in the following rooms:
 - Parks Office
 - Future Office
- **Electrical contractor to provide power (duplex receptacle) behind those displays (height TBD).**
- **Data cabling contractor to provide a data jack behind each of those two displays.**
- A.C.S.I. to provide and install HDMI cables from outputs of the HDMI matrix switcher to each of the three 85” displays in the breakroom.
- A.C.S.I. to provide and install HDBaseT kits, HDMI cables and Category 6 cabling needed to deliver video from the matrix switcher to each of the (4) office displays.
- A.C.S.I. to provide a mirroring appliance for each of the (4) displays in the offices.
- **City IT staff to configure network for mirroring appliance traffic.**
- A.C.S.I. to install one of those appliances on the back of each of the (4) displays and wire them to the 2nd HDMI input of those displays.
- A.C.S.I. to provide a 43” commercial 4K UHD display.
- A.C.S.I. to provide flat/tilt mount kit and mount that display in the Entry.
- **Electrical contractor to provide power (duplex receptacle) behind that display (height TBD).**
- **Data cabling contractor to provide a data jack behind that display.**
- **City to provide a video bulletin board appliance.**
- A.C.S.I. to mount that appliance on the back of the display and wire it to an HDMI input of that display.
- A.C.S.I. to provide an 85” commercial 4K UHD display.
- A.C.S.I. to provide flat/tilt mount kit and mount that display in the conference room.
- **Electrical contractor to provide power (quad receptacle) behind that display (height TBD).**
- **Data cabling contractor to provide a data jack behind that display.**



- A.C.S.I. to provide a mirroring appliance.
- **City IT staff to configure network for mirroring appliance traffic.**
- A.C.S.I. to mount that appliance on the back of the display and wire it to an HDMI input of that display.
- A.C.S.I. to provide and install an HDMI and USB-C wall plate in the conference room equipped with an automatic switcher and HDBaseT transmitter.
- **Electrical Contractor to provide a 1-gang extra deep box with a 1" conduit stubbed into accessible ceiling space.**
- A.C.S.I. to provide and install an HDBaseT receiver, behind the display, for that wall plate.
- A.C.S.I. to provide and install a Category 6 cable from the transmitter to the receiver.

Equipment and Associated Costs:

- 1 ea. Atlas IED 324-12 wall mounted locking equipment cabinet
- 2 ea. Atlas IED AP-S15A power panels/conditioners
- 1 lot Atlas IED blank and vented panels
- 1 ea. AVFI LEX32 executive lecturn
- 1 ea. Kramer WP-20CT wall plate equipped with:
 - HDMI jack
 - USB-C jack
 - Automatic switcher
 - HDBaseT transmitter
- 1 ea. Kramer TP-789R HDBaseT receiver with power supply
- 1 lot Cable Plus 7131800 Category 6 cable – plenum
- 2 ea. AllenTel AT-8X8 RJ-45 connectors
- 1 ea. Atlas IED SH1-10 equipment shelf
- 3 ea. Skywalker SKL3200K patch cables – 3 foot
- 1 ea. C2G 50611 HDMI cable – 12 ft
- 1 ea. C2G 28829 USB-C to C – 10 ft.
- 1 ea. Key Digital KD-MS8X8G-2 HDMI 8 X 8 matrix switcher
- 4 ea. C2G 50608 HDMI cables – 4 ft
- 3 ea. Samsung QEB85T 85" 4K UHD commercial displays
- 3 ea. Peerless ST670 flat/tilt mount kits
- 2 ea. Samsung QE65T 65" 4K UHD commercial displays
- 2 ea. Samsung QE50T 50" 4K UHD commercial displays
- 4 ea. MW Mounts MW74PIT175 flat/tilt mount kits
- 1 lot Mounting hardware
- 1 ea. Key Digital KD-AOCH-33 active HDMI cable – plenum – 33 ft.
- 2 ea. Key Digital KD-AOCH-49 active HDMI cable – plenum – 49 ft.
- 4 ea. Hall Technology LYNX-TX HDBaseT transmitters
- 4 ea. Hall Technology LYNX-RX HDBaseT receivers with power supplies
- 1 lot Cable Plus 7131800 Category 6 cable – plenum
- 8 ea. AllenTel AT-8X8 RJ-45 connectors
- 3 ea. Kramer VIA Go 3 mirroring appliances



- 1 ea. Atlas IED SH1-10 equipment shelf
- 4 ea. C2G 50608 HDMI cables – 4 foot
- 4 ea. Kramer VIA Go 3 mirroring appliances
- 4 ea. C2G 50607 HDMI cables – 2 foot
- 4 ea. SKL3200K patch cables – 3 ft.
- 4 ea. C2G 50607 HDMI cables – 2 ft.
- 1 ea. Samsung QE43T 43” 4k UHD commercial display
- 1 ea. MW mounts MW120T44 flat/tilt mount kit
- 1 ea. SKL3200K patch cable – 3 ft.
- 1 ea. C2G 50607 HDMI cable – 2 ft.
- 1 ea. Samsung QE85T 85” 4K UHD commercial display
- 1 ea. Peerless ST670 flat/tilt mount kit
- 1 ea. SKL3200K patch cable – 3 ft.
- 1 ea. C2G 50607 HDMI cable – 2 ft.
- 1 ea. Kramer WP-20CT wall plate equipped with:
 - HDMI jack
 - USB-C jack
 - Automatic switcher
 - HDBaseT transmitter
- 1 ea. Kramer TP-789R HDBaseT receiver with power supply
- 1 lot Cable Plus 7131800 Category 6 cable – plenum
- 2 ea. AllenTel AT-8X8 RJ-45 connectors
- 1 ea. C2G 50611 HDMI cable – 12 foot
- 1 ea. C2G 28829 USB-C to C – 10 ft.
- 1 ea. Kramer VIA Go 3 mirroring appliance
- 1 ea. C2G 50607 HDMI cable – 2 foot
- 1 lot J-hooks and cable support
- 1 lot Installation labor

Total Cost – Video: \$ 32,500

Note:

- Kramer offers management software for the VIA Go 3 mirroring appliances. Licensing costs associated with that software is not included in the proposal nor is it required.

Audio:

Scope:

- A.C.S.I. to provide and install an “open architecture” TCPIP controllable digital sound processor.
- A.C.S.I. to provide and install a dual channel wireless microphone system equipped with the following:
 - Dual channel receiver

- (2) belt pack transmitters
- (2) cardioid lavalier microphones
- (2) ½ wave antennae
- A.C.S.I. to provide and install a single channel wireless microphone system equipped with the following:
 - Single channel receiver
 - (1) hand held transmitter/microphone
 - (2) ½ wave antennae
- A.C.S.I. to wire those systems to inputs of the DSP.
- A.C.S.I. to provide and install a mounting flange and gooseneck on the podium for use with the hand held microphone.
- A.C.S.I. to provide and install a 3.5mm stereo audio jack, near the podium, and wire it back to an input of the DSP (share box and conduit provided for the HDMI/USB-C plate above).
- A.C.S.I. to wire “de-embedded” audio from the HDMI matrix switcher to an input of the DSP.
- A.C.S.I. to provide and install (6) wide-dispersion flush in-ceiling speakers in the breakroom.
- A.C.S.I. to provide and install a wide-dispersion flush in-ceiling speaker in both the Street and Superintendents offices.
- A.C.S.I. to provide and install a volume control in each of the offices.
- **Electrical contractor to provide a 1-gang extra-deep box with ¾” conduit stubbed into accessible ceiling space at each volume control location.**
- A.C.S.I. to provide and install a flush in-ceiling speaker assembly with built-in volume control in each of the two locker rooms.
- A.C.S.I. to provide and install ample amplification to drive all speakers.
- A.C.S.I. to provide and install all required speakers cabling.
- A.C.S.I. to provide and install a separate sound system for the conference room equipped with the following:
 - Subminiature amplifier to be installed on the back of the display
 - (2) flush in-ceiling speakers

Equipment and Associated Costs:

- 1 ea. Symetrix Prism 8X8 “open architecture” digital sound processor
- 1 ea. Symetrix ARC-2e control panel
- 1 ea. RCI Custom panel for the ARC-2e
- 1 ea. Shure SLXD14D dual channel wireless microphone system equipped with:
 - SLXD4D dual channel receiver
 - (2) SLXD1 belt pack transmitters
 - (2) WL185 cardioid lavalier microphones
 - (2) UA8 ½ wave antennae
- 1 ea. Shure SLXD24/SM58 single channel wireless microphone system equipped with:
 - SLXD4 single channel receiver
 - SLXD2/SM58 hand held transmitter/microphone



- (2) UA8 ½ wave antennae
- 1 ea. Atlas IED AD-12BE mounting flange
- 1 ea. Atlas IED GN-13E gooseneck – 13 in.
- 1 ea. RCI custom decora plate equipped with a 3.5mm stereo audio jack
- 1 lot Cable Plus 4350PL 20awg 2c shielded audio cable
- 8 ea. JBL Pro Control 24CT Micro wide-dispersion flush in-ceiling speakers
- 2 ea. Atlas IED AT-10D in-wall volume controls
- 2 ea. Atlas IED SD-72WV baffle/speaker assemblies with built-in volume controls
- 2 ea. Atlas IED CS95-8 back boxes
- 2 ea. Atlas IED 81-8R tile supports
- 1 ea. Biamp Revamp 2120T 2-channel constant voltage amplifier – 100 watts/ch.
- 1 lot Cable Plus 4360PL 18awg 2c shielded audio cable
- 1 lot Interconnect cable
- 1 ea. Stewart AV-30MX2 sub-miniature 2 channel amplifier – 30 watts/ch.
- 1 ea. C2G 404133.5mm stereo audio cable – 6 ft.
- 2 ea. JBL Control 24C Micro wide-dispersion flush in-ceiling speakers
- 1 lot Cable Plus 4370PL 16awg 2c shielded audio cable
- 1 lot J-hooks and cable support
- 1 lot Installation and programming labor

Total Cost – Audio: \$ 10,190

Note:

- You had requested a wireless gooseneck microphone. For this project, I would recommend the Shure SLXD series wireless products because of the level of audio quality and range they deliver at that price point. Unfortunately, there is no wireless gooseneck option for that series. I offer a mounting flange, gooseneck and mic holder used with the hand held microphone.

Control:

Scope - Base:

- A.C.S.I. to provide an 8.0" high resolution color touchscreen, near the podium. to provide intuitive control of the following equipment:
 - (3) 85" displays
 - HDMI matrix switcher
 - DSP
- **Electrical contractor to provide a 2-gang box with 1" conduit stubbed into accessible ceiling space.**
- A.C.S.I. to provide the controller and all associated electronics necessary for a fully functional control system.



- A.C.S.I. to provide an option to include an additional touchscreen and associated electronics, in the conference room, to allow intuitive control of the displays and audio in that room.
- A.C.S.I. to provide an option to include touchscreens and associated electronics, in each of the Streets and Superintendents offices, to allow intuitive control of the displays and audio in those offices.

Equipment and Associated Costs:

- (1 ea.) Symetrix ARC-2e control panel
- (1 ea.) RCI Custom panel for the ARC-2e
- 1 ea. URC TKP-8600 8.0" high resolution color touchscreen
- 1 lot Cable Plus 7131800 Category 6 cable – plenum
- 2 ea. AllenTel AT8X8 RJ-45 connectors
- 1 ea. URC MRX-15 system controller
- 1 ea. Net Gear GS305PP POE+ 1 gigabit 5-port switch
- 1 ea. Atlas IED SH1-10 equipment shelf
- 3 ea. Skywalker SKL3200K patch cables
- 1 lot Cable Plus 4340PL 22awg 2c shielded control cable – plenum
- 3 ea. URC RS232F RS232 control cables
- 1 lot Installation and programming labor

Total Cost – Control: \$ 2,775

Option – Touchscreen Control in the Conference Room:

- 1 ea. URC TKP-8600 8.0" high resolution color touchscreen
- 1 lot Cable Plus 7131800 Category 6 cable – plenum
- 2 ea. AllenTel AT8X8 RJ-45 connectors
- (1 ea.) Net Gear GS305PP POE+ 1 gigabit 5-port switch
- 1 ea. Net Gear GS108PP POE+ 1 gigabit 8-port switch
- 1 ea. Kramer FC-22ETH 2-port IP control gateway
- 1 lot Cable Plus 4340PL 22awg 2c shielded control cable – plenum
- 1 ea. URC RS232F RS232 control cable
- 1 lot Installation and programming labor

Total Option – Conference Room Control: \$ 1,950

Option – Touchscreens and Display Control in the Offices:

- 2 ea. URC TKP-8600 8.0" high resolution color touchscreens
- 1 lot Cable Plus 7131800 Category 6 cable – plenum
- 4 ea. AllenTel AT8X8 RJ-45 connectors
- (1 ea.) Kramer FC-22ETH 2-port IP control gateway
- 1 ea. Kramer FC-24ETH 4-port IP control gateway
- 1 lot Cable Plus 4340PL 22awg 2c shielded control cable – plenum
- 2 ea. URC RS232F RS232 control cables



1 lot Installation and programming labor

Total Option – Office Control: \$ 3,035

I hope this covers what we discussed. Please call with any questions.

Advanced Communication Services, Inc.

Timothy J. Dittman



AV Design Group

Audio - Video - Collaborate - Control

January 2, 2025

To: Tom Williamson
Superintendent, Fort Atkinson DPW

From: Tom Doucette
AV Design Group

Subject: City of Fort Atkinson DPW Audio/Visual RPF

Proposing Vendor:

AV Design Group
154 Green Bay Rd
Thiensville, WI 53092

Individual authorized to answer questions regarding this RFP:

Tom Doucette
VP Finance

Frederick Brown-Williamson
VP Operations

AV Design Group
154 Green Bay Rd
Thiensville, WI 53097
262.512.9390
www.AV-DesignGroup.com





Executive Summary & Company Overview

Thank you for the opportunity to propose audiovisual solutions to the City of Fort Atkinson. Like you, we understand the growing need for technology in the workplace and aim to provide a robust solution for information to be shared both on site and virtually. As experts in commercial audio-visual systems for over 60 years, our company has well-established relationships and a record of success.

Located in Thiensville, Wisconsin, AV Design Group has been serving the commercial audiovisual marketplace since 1957. We opened our office in the greater Milwaukee area in 1996, providing custom design and installation of audio-visual systems for educational institutions, corporate facilities, government agencies, and houses of worship. We strive to provide customers with superior guidance and service for your valuable systems.

AV Design Group Team Highlights

- Awarded CTS “Certified Technology Specialist” designations through AVIXA (formerly known as InfoComm*)
- Crestron certified programming services
- Extensive knowledge of industry transitions
- Continued education in technology, standards, and industry trends

We offer an extensive line of projection products from companies such as Panasonic, Epson, NEC and others. We offer flat panel displays from LG commercial, Samsung, Sharp, AVARRO and others. We also offer accessory items such as control systems from Crestron and video conferencing systems from Cisco, Polycom and Yealink.

AV Design Group has installed hundreds of systems at local educational institutions from grade school to university level, classrooms to auditoriums. We have provided design, installation, and programming services for numerous municipal council chambers, police stations, executive board rooms and training facilities. AV Design Group has also incorporated distributed audio

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AV Design Group

Audio - Video - Collaborate - Control

systems with sound-reinforcement for numerous restaurants, YMCAs, and corporate facilities throughout Wisconsin.

All of these tools, assets, and experience allow our team to design, program, and install with superior guidance, service and support for Fort Atkinson's projects.

* As an ANSI Accredited Standards Developer Organization (ASD), InfoComm provides industry standards as the foundation for quality audiovisual systems. In addition, as an ANSI Accredited Certification Body, InfoComm offers the Certified Technology Specialist™ (CTS®) program — the only ANSI accredited audiovisual certification under the International Standard ISO/IEC 17024.

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AV Design Group

Audio - Video - Collaborate - Control

To: Tom Williamson
From: Tom Doucette

January 2, 2025

Tom,

Here is the pricing you requested for installing audiovisual solutions in the new Fort Atkinson DPW facility.

Scope of Work - Entry

AV Design Group will provide and install a 43" Samsung, 16/7-rated, commercial display on a tilt mount. Cabling will be provided to connect an owner-furnished media player behind the display, or to a selected HDMI source in the adjacent reception office.

Scope of Work – Park and “Future” Offices

AV Design Group will provide and install a 50" Samsung, 16/7-rated, commercial display on a tilt mount. A Kramer VIA Go3 wireless collaboration device will be installed behind the display for wirelessly connecting a laptop or tablet. A second input on the display will be wired to an HDMI wall-plate. This will be located at an owner-specified location within the office, so a local PC share can content to the display. (An OFE network jack will be required behind the TV for the VIA device)

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Scope of Work – Superintendent and Streets Offices

AV Design Group will provide and install a 65” Samsung, 16/7-rated, commercial display on a tilt mount. A VIA Go3 wireless collaboration device will be installed behind the display for wirelessly connecting a laptop or tablet. A second input on the display will be wired to an HDMI wall-plate. This will be located at an owner-specified location within the office, so a local PC can share content to the display. (An OFE network jack will be required behind the TV for the VIA device)

Scope of Work – Conference Room

AV Design Group will provide and install an 85” Samsung, 16/7-rated, commercial display on a tilt mount. A VIA Go3 wireless collaboration device will be installed behind the display for wirelessly connecting a laptop or tablet. A Panacast 50 conferencing bar will be installed below the display for virtual meetings. An HDMI input on the conference room table will be wired with Cat6 cabling through the low voltage conduit in the floor, and connected as an auxiliary input for devices that don’t provide wireless connectivity. This will be located at an owner-specified location within the office, so a local PC can share content to the display.

An owner-furnished micro-PC will be installed behind one edge of the display and utilize a wireless mouse and keyboard. This would be connected to the Panacast 50 for meetings, with guests being able to access their files remotely or by bringing a USB drive. (2 OFE network jacks will be required behind the TV) Please note, the auxiliary HDMI input and wireless connections will be for presentations only. Conferencing will be done with the Host micro-PC.

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Thiensville, WI 53097
262.512.9390
www.AV-DesignGroup.com





AV Design Group

Audio - Video - Collaborate - Control

Scope of Work – Breakroom and Sound System

AV Design Group will provide and install three 85” Samsung, 16/7-rated, commercial displays on a tilt mounts. A Binary 8x8 HDMI over HDBT distribution amplifier will allow any rack AV source to be shared to the 3 displays in the breakroom, as well as being sent to the Parks, Streets, and Superintendents offices. Each display in the breakroom will have an HDMI wall-plate installed directly below it, wired to input 2, for small breakout meetings. An equipment rack with cooling will be located in the storage room. This rack will contain a the HDMI/HDBT distribution system, as well as a Shure SLXD14D dual lavalier microphone system, and the Pure Resonance mixer/amp that power the facility sound system. A Kramer ViaGo3 wireless collaboration device will be installed on the wall over the AV closet door, and wired as an additional input in the presentation switch.

A Crestron control system with a 7” wall-mount touch panel will be installed for operating the breakroom displays and distribution to each location.

Pure Resonance SP8 speakers will be wired throughout the facility; the men’s and women’s locker rooms will have volume controls on the amplifier, while the Breakroom/kitchen, Streets Office, and Superintendents office will have independent volume controls.

A Marshall Furniture 25” wide lectern will be included to presentations in the space. This will have a Shure 18” Gooseneck microphone installed on it for presentations. XLR, HDMI, and USB-C wall-plates will be installed for interfacing with lectern sources.

<https://www.marshallfurniture.com/quick-ship-furniture/qs-lecterns/arco-series-lecterns>

All 85”, 65”, and 50” displays are RS232/IP capable for adding a control system without having to rely on IR flashers.

2 data jacks will be required in the AV closet, and an additional one by the lectern inputs.

Price

\$56,814

AV Design Group

154 Green Bay Rd
Thiensville, WI 53097
262.512.9390
www.AV-DesignGroup.com





AV Design Group

Audio - Video - Collaborate - Control

Additional Considerations

Breakroom Conferencing

Provide and install a Lumens VC-TR40 tracking camera in the ceiling for virtual meetings. Add a Kramer DSP to mix the microphones, control feedback in the space, and add the audio mix to a USB stream for meetings. Add a Shure ceiling microphone to ensure any questions at the front of the space are included in the conference call audio.

Price

\$6,700

Fort Atkinson is responsible for all necessary power outlets and data jacks required.

Pricing is good through the end of the month. Shipping, assembly, programming and installation of specified products included. Let me know if you have any questions.

Regards,

Tom Doucette
VP Finance
262.512.9390
Tom-Doucette@AV-DesignGroup.com

AV Design Group
154 Green Bay Rd
Thiensville, WI 53097
262.512.9390
www.AV-DesignGroup.com





MEMORANDUM

DATE: February 4, 2025

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action relating to the Purchase of a Part Washer for the Public Works and Parks Operations facility (Williamson, Superintendent of Public Works)

BACKGROUND

The Public Works and Parks Operations Facility Project, approved for construction by the City Council in the spring of 2024, is well underway. Overall facility construction commenced in March 2024 and has now been slated for building completion and scheduled move in for the week of February 10, 2025. As a result, staff felt it was necessary to commit to the purchase of an automatic parts washer required to properly outfit the new facility service shop in anticipation of a fast approaching move in date.

DISCUSSION

The borrowing for the project included items to be provided by the city including service shop equipment, facility operations equipment, furnishings, audio and video components, and storage racking and shelving. The Design Architect and City worked together during the design budgeting process to establish an anticipated budget of \$545,000.00 for all of these items, collectively called Furnishings, Fixtures, and Equipment (FFE). This budget served as a placeholder for the project borrowing.

The Public Works staff researched the purchase and solicited proposals from two local suppliers of this type of unit. This piece of equipment will be utilized to properly setup the new service shop to clean and make repairs to the various fleet vehicles using water and a detergent rather than caustic cleaners, or mineral spirits.

This is the fifth request for approval within the FFE category, after the tire changer, furnishings and shelving, AV Equipment, and Forklift, with additional requests anticipated.

FINANCIAL ANALYSIS

The two proposals received range from a low bid of \$12,595.00 to a high bid of \$15,471.65. The low bidder was Wisconsin Stean Cleaner at \$12,595.00 and can be compared to the other bidders in the attached bid documents.

The 2024 City Budget includes a Capitol Improvement Project borrowing for the new Public Works and Parks Operations Facility and anticipated a budget of \$545,000.00 for Furniture, Fixtures and Equipment (FFE) to properly equip the new facility. The Department would like to complete this purchase utilizing funds from the 2024 Public Works and Parks Operations Facility Project capitol funds borrowing.

The table below shows the total budget for FFE, the amount spent to date, the amount and category of the current request, as well as the balance. As one can see from this table, if this request is approved, the balance in the Equipment category will be \$51,259.71. The balances in the furnishings and fixtures categories are \$119,407.09 and \$30,523.68, respectively. Staff continues to review the FFE needed to purchase for this project and anticipates returning to the City Council to authorize additional purchases in the future.

CATEGORY	BUDGET	SPENT TO DATE	THIS REQUEST	BALANCE
FURNISHINGS	\$ 210,000.00	\$ 90,592.91	\$ -	\$ 119,407.09
Desks, Tables, Chairs				
Racking and Storage				
Misc Storage				
Moving Expenses				
FIXTURES	\$ 85,000.00	\$ 54,476.32	\$ -	\$ 30,523.68
Appliances				
Audio Visual Equip				
Network Installation				
Installation Expenses				
EQUIPMENT	\$ 250,000.00	\$ 186,145.29	\$ 12,595.00	\$ 51,259.71
Tire Changer				
Hydraulic Press				
Rolling Lifts				
Prod./Fab. Tools				
Floor Scrubber				
Brine Tank				
Pump Shed				
Fork Lift				
Parts Washer				
TOTALS	\$ 545,000.00	\$ 331,214.52	\$ 12,595.00	\$ 201,190.48

RECOMMENDATION

Staff recommends awarding the contract to Wisconsin Steam Cleaner for the purchase of an Automatic Parts Washer in their proposal for FFE for the Public Works and Parks Operations Facility in the amount not to exceed \$12,595.00.

ATTACHMENTS

1. 2025 Washer Bids



ESTIMATE ONLY

1704 Paramount Court
Waukesha, WI 53186
Office: (262) 549-9191
Email: frontdesk@wisteam.com

DATE	ESTIMATE #
1/28/2025	4811

Relied upon since 1956 Website: wisconsinsteam.com

NAME / ADDRESS
Fort Atkinson, City of Public Work Attn: Accounts Payable 101 N. Main Street Fort Atkinson, WI 53538-1896 c/o Don

QUOTED BY	TERMS
AS	Net 30 DAYS

QUANTITY	ITEM	DESCRIPTION	U/M	COST	TOTAL
1	SPECIALS DEPT	10433680-H2O-2530, 208v 1ph AUTOMATIC PARTS WASHER		13,995.00	13,995.00
	DISCOUNT	DISCOUNT		-1,400.00	-1,400.00
1	FREIGHT	FREIGHT ON BOARD FROM WATERTOWN, SD		0.00	0.00
		INCLUDES PREFERRED PARTS PACKAGE PARTS TREE, SMALL PARTS BASKET, SKIMMER TRAY, AND WHEELS			

Prices Quoted are good for 60 days.

SIGNATURE _____

TOTAL \$12,595.00

Please Note: A 3% Surcharge will be added to all machinery purchases paid for via credit card.

Don Knaack

From: Don Knaack
Sent: Tuesday, January 28, 2025 2:23 PM
To: Don Knaack
Subject: FW: Parts washer
Attachments: 65047 9300 Manual.pdf

Don,

This is the closest machine Fountain has to the CUDA

Below machine pricing is based on 208V/1PH configurations. If a different voltage is needed, please let me know.

Fountain 9300 Pricing:

64692-01 SprayMaster 9300 BLK 230V 1PH \$12,010.18 /each. Standard lead time is 6-8 weeks from receipt of the order.

64860 KIT, BELT SKIMMER ASSY 115/230V \$1070.10 /each 4-6 week lead time to produce from receipt of the order.

64861 KIT, AUTOFILL 9300 \$438.55/each 4-6 week lead time to produce from receipt of the order.

64862 KIT, PARTS TREE 9300 \$556.58 /each 4-6 week lead time to produce from receipt of the order.

68463 KIT, INTERMEDIATE SPRAY BAR 9300 \$186.09 /each. 4-6 week lead time to produce from receipt of the order.

64286 Duct Fan Kit, 4" 120VAC 1PH \$834.15 /each 4-6 week lead time to produce from receipt of the order.

Estimate freight \$375.00

Total for all. \$15471.65

Rick Nordness
General Manager
Midwest Equipment Specialists
A division of
SLE Technologies, Inc.
4725 Farwell St.
McFarland WI, 53558
608-838-8151



MEMORANDUM

DATE: February 4, 2025

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action relating to the annual Public Works Brush Grinding contract (Williamson, Superintendent of Public Works)

BACKGROUND

The Fort Atkinson Public Works Department owns, operates, and maintains an 8 acre+/- compost facility that allows for the resident public to drop off standard residential yard waste for composting and tree and woody plant trimmings for proper environmental management. The long-term management plan for all woody materials taken in at the Compost Site is to process grind the brush materials, utilizing a large tub or horizontal grinding machine, to reduce the volume of material to a more manageable size for transport off-site to a properly Wisconsin DNR Permitted end user. This plan requires the need to contract out for grinding services on an annual basis.

DISCUSSION

Staff distributed a request for proposals for brush grinding services, as a base bid and an optional bid for final hauling and disposal of the ground materials, to four (4) properly licensed and insured providers. The providers are as follows: TLB Wood Products LLC, of Seymore WI, Ener-con Inc, of Hartford WI, Atlas Custom Grinding LLC, of Hortonville WI, and Bucklin's Tree Service LLC, of Menasha WI (2023 Fort Atkinson contract awarded). All RFP holders submitted proposals included in this packet of information.

After reviewing all of the submitted bids, staff determined that the initial low bidder, Atlas Custom Grinding, achieved the low cost proposed by under anticipating the hours required to complete the work (eight (8) hours bid), and eliminating the high bid, two bids stood out as viable options for this year's brush grinding contract. The low bidder based on the proposal documents submitted was Bucklin's Tree Service (\$16,700.00). They provided the most reasonable rate to grind and a very competitive rate for also hauling material off site. The Department began to consider hauling materials off site in 2022 due to the large amount material, level of staff time, and amount of equipment involved to perform the work. In 2023 the City Council approved the first contract that included hauling costs to remove all of the processed material off site to a licensed facility.

FINANCIAL ANALYSIS

All four (4) service providers prepared proposals for the 2024 Brush Grinding Contract, with several including an optional proposal for hauling services. The bid tabulation is as follows:

Fort Atkinson Public Works Brush Grinding RFP						
Bid Tabulation						
Company Name	Base Bid (Grinding)	Hours Bid	Mobilization	Optional Bid (Hauling)	Total Bid	Notes
TLB Wood Products	\$13,900.00	21-25	\$1,000.00	\$7,980.00	\$22,880.00	Total Based on 38 Loads Hauled
Ener-con	\$28,000.00	?	\$2,000.00	\$25,000.00	\$55,000.00	Total Based on 100 Loads Hauled as Bid
Atlas Custom Grinding	\$5,400.00	8	\$0.00	\$0.00	\$5,400.00	Total Based on No Hauling Bid
Bucklin's Tree Service	\$13,500.00	20	\$1,200.00	\$2,000.00	\$16,700.00	Total Based on Max Haul Charges as Bid

This item is anticipated to be paid for out of the General Fund under the Refuse/Recycling Compost Site account (01-54-5471-0500).

RECOMMENDATION

Staff recommends award of the annual brush grinding contract to Bucklin's Tree Service in the amount of \$16,700.00.

ATTACHMENTS

1. City of Fort Atkinson 01292025
2. Enercon - 2025 Grinding Proposal-City of Fort Atkinson
3. TLB - Proposal # 25-006
4. Atlas Proposal 2024 Grinding



Phone 920-486-7043
Fax 888-700-7730

936 Appleton Rd, Menasha, WI 54952

Professional Services Agreement

Date: 01/29/2025

Bucklin Tree Service, LLC ("BTS") agrees to provide services in accordance with the terms and conditions of this Professional Services Agreement (the "Agreement"):

Customer Name	City of Fort Atkinson			
	(Business Name)			
	920-397-9909		twilliamson@fortatkinsonwi.gov	
	(Cell Phone)	(Work Phone)	(E-mail)	
Customer Name	Williamson		Tom	
	(Last)		(First)	
	(Cell Phone)	(Work Phone)	(E-mail)	
Billing Address	700 James Place		Fort Atkinson	WI 53538
	(Address)		(City)	(State) (Zip Code)
Service Location	Brush Pile @ Municipal Compost Site		Fort Atkinson	WI 53538
	(Address)		(City)	(State) (Zip Code)

BTS hereby proposes to furnish the materials and perform the labor necessary for the following project (the "Project"):

GRINDING SERVICE

- Bucklin Tree Service, LLC will provide grinder service to grind brush and wood pile. Grinder billed at \$525.00 per hour. Excavator billed at \$150.00 per hour. Per RFP 20 hours = \$13,500.00
- Customer will provide operator and support equipment to push up tailings when grinding.
- Bucklin's will provide all fuel for Bucklin equipment.
- Mobilization fee of \$1200.00.
- Option: Haul out material at \$1.00 per yard in 100-yard semi-trailers. The maximum charged for haul out would be \$2,000.00 (no charge for additional loads over 20).

Bucklin's does not grind dirt, rocks, metal or aged compost. Any damage incurred to grinder may be charged to customer. Bucklin's is not responsible for flying debris.

Terms of Payment: All accounts are net payable upon receipt of the invoice. A service charge of 1.67% will be added to accounts not fully paid 30 days subsequent to the invoice date.

Acceptance of proposal. The above price, specifications, and conditions are satisfactory and hereby accepted. Bucklin Tree Service, LLC is authorized to do the work as specified. Payment within 30 days upon completion.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF A FULL COPY OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS CONTAINED ON THE BACK OF THIS AGREEMENT, WHICH ARE HEREBY DEEMED INCORPORATED BY REFERENCE. BY SIGNING BELOW, CUSTOMER FURTHER ACKNOWLEDGES ACCEPTANCE OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

BUCKLIN TREE SERVICE, LLC:

CUSTOMER:

By: _____

Name: _____

Print Name: _____

Title: _____

Terms and Conditions

1. Applicability; Entire Agreement: These terms and conditions are the only terms, which govern the Project set forth on the reverse side of these terms from BTS. The Agreement, including these terms, comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties and communications, both written and oral. These terms prevail over any of Customer's general terms and conditions. This Agreement expressly limits Customer's acceptance to the terms of this Agreement.

2. Performance of Services: BTS shall provide services to Customer as described in this Agreement. BTS shall use reasonable efforts to meet any performance dates specified in the Agreement, and any such dates shall be estimates only.

3. Customer's Obligations: Customer shall: (a) cooperate with BTS in all matters relating to the Project and provide such access to Customer's premises and other facilities, as BTS may reasonably request for the performance of its work pursuant to the Project; (b) respond promptly to any request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for BTS to perform its work in accordance with the requirements of this Agreement; and (c) remove any personal property, including, without limitation, vehicles, furniture and yard ornaments from Customer's premises in advance.

4. Customer's Acts or Omissions: In the event any act or omission of Customer or its agents, subcontractors, consultants or employees prevents BTS from performance of its obligations under this Agreement, BTS shall not be in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Underground Utilities: BTS shall notify Digger's Hotline to mark underground utilities including water, gas, electric, and cable, if BTS deems necessary. At BTS's request and as otherwise set forth in the Agreement, Customer shall arrange for a professional underground line service to mark any other lines for sprinkler lines, dog fences, septic systems, or other electric wires.

6. Price: The price for BTS's work performed on the Project is the price stated on the reverse side of these terms from BTS. Work performed on a time and materials basis includes all labor and materials supplied by BTS for performance of the Project, including, without limitation, travel to and from the work site, time spent performing work on the Project, time spent cleaning and organizing after work on the Project is completed, and debris disposal. Any additional work or equipment required by BTS to complete the Project caused by: (a) Customer's failure to make a condition known; (b) previously unknown circumstances; or (c) any other condition

not apparent in estimating the Project cost, shall be paid for by the Customer on a time and materials basis. All prices are subject to sales tax.

7. Payment Terms: Unless otherwise noted in the Agreement, payment is due upon invoice. BTS shall issue an invoice to Customer on or any time after performance of the work on the Project. Customer shall make all payments hereunder in US dollars by cash, check or credit card. Deposits are non-refundable. In the event BTS does not receive payment within five (5) days after becoming due, BTS may (a) charge interest on any such unpaid amounts at a rate of one and one-half percent (1.5%) per month, or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (b) suspend any further performance until Customer pays in full. If any payment obligation under this Agreement is not paid when due, Customer shall pay all costs of collection, including attorneys' fees, whether or not a lawsuit is commenced as part of the collection process.

8. Customer's Right to Cancel: PER ATCP 110 AND WISCONSIN STATUTE CHAPTER 423, YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT BY MAILING A WRITTEN NOTICE TO BUCKLIN TREE SERVICE, LLC, 936 APPLETON ROAD, MENASHA, WI 54952 BEFORE MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER YOU, THE CUSTOMER, SIGNED THIS AGREEMENT. IF YOU, THE CUSTOMER, WISH, YOU MAY USE THIS PAGE AS THAT NOTICE BY WRITING "I HEREBY CANCEL" AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS PAGE IS PROVIDED BY BTS FOR YOUR RECORDS.

9. Wisconsin Construction Lien Notice: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT (BTS) HEREBY NOTIFIES OWNER (CUSTOMER) THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE

CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

10. Limitation of Liability: IN NO EVENT SHALL BTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnity and Hold Harmless Agreement: Customer agrees to indemnify and hold harmless BTS and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, for bodily injury, illness, or death, or for property damage, including loss of use, which are caused in whole or in part by the negligence, act or omission of the Customer, or that of anyone employed by them for whose acts Customer may be liable. Customer's obligation hereunder shall be excused only if the claims, damages, losses and expenses stem from BTS's negligence or other tortious acts.

12. Insurance: BTS will maintain insurance in commercially reasonable amounts calculated to protect itself from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this Agreement. BTS maintains workers compensation coverage on all employees, as well as a comprehensive general liability policy.

13. Changes in Work: Customer reserves the right to order work changes in the nature of additions, deletions or modifications, without invalidating this Agreement. Except as set forth, below, all such changes shall be memorialized in a written change request (a "Change Request") and be signed by both parties. BTS specifically reserves the right to refuse to honor any Change Requests if they are not in writing signed by both BTS and Customer. However, if BTS completes any changes in work based upon the verbal instruction of Customer, Customer will unconditionally pay and accept the cost of such materials and labor associated with the Change Request. BTS preserves its right to collect all sums due and owing for that work regardless of whether or not the Change Request was in writing. All Change Requests shall also include reasonable conforming changes in the price and the likely time required to implement the change.

14. Customer's Representations and Warranties: Customer warrants that: (a) Customer is the owner of all property where the specified work on the Project is to be performed; (b) Customer has the necessary rights and authority

to enter into and perform under this Agreement; and (c) all trees listed as part of the Project are located on Customer's property, and, if not, that the Customer has received full permission from the true property owner to allow BTS to perform the work specified as part of the Project.

15. Cancellation: Customer cannot terminate, cancel or modify this Agreement, in whole or in part, except with BTS's written consent.

16. Waiver: No delay or failure by BTS in exercising any right under this Agreement, nor any partial or single exercise of such right, shall constitute a waiver of that right or any other right.

17. Force Majeure: BTS shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including but not restricted to acts of God, war, terrorism, civil commotion, acts of government, fire, theft, corrosion, floods, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief.

18. Governing Law: This Agreement shall be governed and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin in each case located in the city of Green Bay and County of Brown, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

19. Attorneys' Fees and Costs: In any legal suit, action or proceeding arising out of this Agreement, including, without limitation, a collections action, the parties agree that the prevailing party shall be entitled to reasonable attorneys' fees and costs.

20. Binding Effect: This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors or assigns.

21. Severability: If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in effect.

22. Entire Agreement: Each of the parties hereto agree and represent that this Agreement comprises the full and entire agreement between the parties affecting the Project and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized and that all negotiations, acts, work performed or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement. This Agreement may not be modified unless done so by written agreement.

23. Signatures: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. Photo Release: Customer hereby agrees that BTS may use images from the Project for purposes of advertising, website, blog and magazine submissions and any other means of promotion of BTS's business. BTS hereby waives any right to payment, royalties or any other consideration for the use of images.



GRINDING PROPOSAL

Ener-Con, Inc.
5864 State Road 60
Hartford, WI 53027-9518

Submitted to:
Tom Williamson
City of Fort Atkinson
700 James Place
Fort Atkinson, WI 53538

Date: 01/27/25

JOB DESCRIPTION:

Ener-Con, Inc. will mobilize grinder and support equipment to your recycling yard. We will grind and remove accessible brush and chunk-wood/logs. Inaccessible brush/logs will be left and will not and be under Ener-Con, Inc.'s responsibility.

Ener-Con, Inc. will undertake this project, with the following costs. The job will not exceed \$30,000.00, \$2,000 for mobilization of equipment and \$28,000 for grinding. The disposal of the generated chips, will be approximately 100 loads @\$250/load. Total for chip disposal, \$25,000.

DAMAGES:

The customer will be held responsible for any damage to equipment created by non-grindable materials (i.e. steel, rocks, etc.). If damage occurs, Ener-Con, Inc. will shut down and repair the equipment.

By signing this proposal, you agree that the above specifications are satisfactory and hereby accepted.

Signatures:

Tom Williamson
TWilliamson@fortatkinsonwi.gov
920-397-9909

Jeffrey L. Justman
jjustman@ener-con.net
414-750-3636

TLB Wood Products LLC

N5624 County Road C
Seymour, WI 54165-8135

Voice: 920-833-9031

Fax: 920-833-9032

PROPOSAL

Proposal Number: 25-006
Proposal Date: Jan 27, 2025
Complete By: Jan 27, 2025
Page: 1

To:
Fort Atkinson, City Of Municipal Building 101 N. Main Street FORT ATKINSON, WI 53538

Ship To:
FORT ATKINSON Municipal Building 101 N. Main Street FORT ATKINSON, WI 53538

Customer ID	PO Number	Sales Rep Name
FORT ATKINSON		
Customer Contact	Shipping Method	Payment Terms
Tom Williamson	1	C.O.D.

Quantity	Item	Description	Unit Price	Amount
1.00	GRINDING	Grinding based on pile size 1/23/2025 (pile size site visit by Doug) w/ B66 1000+HP Horizontal Grinder, Excavator/Operator & Skid Steer Splitter Est ~21-25 hrs. - Support of Front-end loader/operator for pushing pile & material while grinding, by Fort Atkinson - Mobilization Move/ load & unload overweight/size Grinder & Excavator or loader to & From SiteEst. ~4 hrs. - Grinding to be done, soon & NLT March 30, 2024, when convenient for both parties, will coordinate with Tom for time that works for all - All ground material will remain on site - All Fuel Included, Fuel Surcharge (FSC) will be added when diesel is above \$2.85 per gallon based on and/ IAW DOE Midwest weekly diesel rate Rate Schedule for reference only (DRCMR) - \$565/Hr. Grinder /operator and Excavator and.or Frontend loader - \$250/Hr. Mobilization - \$210+ FSC per truck load for hauling out ground materail w/ Semi-trailer w/ 90,000 Lbs GVW and/or120+ Yards/ load	13,900.00	13,900.00

Subtotal	13,900.00
Sales Tax	
Freight	0.00
TOTAL PROPOSAL AMOUNT	13,900.00

**PROOF OF INSURANCE REQUIRED. ANY REPAIRS NEEDED ON MACHINE TO BE PAID FOR BY
To Party Above (SEE BELOW)**

Materials to be ground are certified by the owner to be free of contaminants, including but not limited to: metal, large objects, any foreign items that may cause damage to TLB Wood Products LLC equipment. The owner certifies that any damage to TLB Wood Products LLC equipment by said materials is at the cost of owner and/or his insurance. Any alteration or deviation from the above specifications involving extra costs, will become an extra charge over & above this estimate. All agreements contingent on accidents or delays are beyond our control. This proposal may be revoked if not accepted within 15 days. We reserve the right to recall this estimate within 5 business days in the event of an error.
Term is Net 15. Service charges on amounts past due computed at 1.5% per month (18% per year)
TLB Wood Products' acceptance of waste materials is conditioned on such material not constituting hazardous waste and/or subject to special treatment or disposal requirements as a result of hazardous constituents. Customer warrants and represents that the waste material provided to TLB Wood Products for processing is not contaminated in any fashion with hazardous materials and/or would not otherwise constitute hazardous waste under state or federal environmental laws. Customer agrees to indemnify and hold TLB Wood Products harmless from any costs and damages that may result if such waste material is non-conforming with the foregoing warranty and representation.

Acceptance of Proposal must be signed/dated & returned before work begins. The above is satisfactory & is hereby accepted.

Signature: _____ Date: _____

Atlas Custom Grinding LLC

W8258 Spring Road
Hortonville WI 54944

Proposal

Date	Proposal #
1/25/2025	263

Name / Address
City of Fort Atkinson 700 James Place Fort Atkinson, Wi 53538

Description	Qty	Rate	Total
Tub Grinding with 1000 HP TG7000 Verrmer tug grinding with loader I grind tree brush and log only no garden debris,grass ,dirt,stump grinding Eight hour minimum	8	675.00	5,400.00
		0.00%	0.00
Please sign to authorize work to be done Thank you, Daniel Tessmann			Total \$5,400.00