



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, APRIL 15, 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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**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 April 2, 2025 Police and Fire Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
  - b. Review and possible action relating to the **minutes of the April 3, 2025 City Council**

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

- c. Review and possible action relating to the **minutes of the April 8, 2025 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- d. Review and possible action relating to **building, plumbing, and electrical permit report for March 2025** (Draeger, Building Inspector/Zoning Administrator)
- e. Review and possible action relating to the City Clerk-issued **License and Permit Report for March 2025** (Ebbert, Clerk/Treasurer/Finance Director)
- f. Review and possible action relating to **City Sewer, Water, and Stormwater Utility Financial Statements** as of March 31, 2025 (Ebbert, Clerk/Treasurer/Finance Director)
- g. Review and Possible action on a **Special Event: Wings & Wheels Fly-In Breakfast**, Sunday, June 1, 2025, 6 a.m.-2 p.m. at Fort Atkinson Municipal Airport (Ebbert, Clerk/Treasurer/Finance Director)

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

- a. Review and possible action relating to a proclamation honoring **Mason Becker** for ten years of dedicated service to the City of Fort Atkinson (Houseman, City Manager)
- b. Review and possible action relating to proclamation recognizing **Fort Atkinson as the Intersectional Peony City of Wisconsin** (Lee, Museum Director)
- c. Review and possible action to proclaim **April 25, 2025, as Arbor Day** in the City of Fort Atkinson (Williamson, Superintendent of Public Works)
- d. Review and possible action relating to a Proclamation **Recognizing Municipal Treasurers Week** April 20-26, 2025 (Houseman, City Manager)
- e. Jefferson County GIS Consortium Presentation from Laura Scott
- f. ATV/UTV Ordinance Six-month Review per Section 95-160 of the Municipal Code (Bump, Police Chief)

## **7. Resolutions and Ordinances**

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

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

## **9. Unfinished Business**

## **10. 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)

## 11. Adjournment

- a. **The 2024-2025 City Council will adjourn – Sine Die**

## 12. Oath of Office

- a. The City Clerk will administer the **Oath of Office** to newly elected City Council Members (Ebbert, Clerk/Treasurer/Finance Director)

## 13. Call meeting to order

- a. **Call to order** the first meeting of the 2025-2026 Fort Atkinson City Council (Houseman, City Manager)
- b. **Roll Call** (Houseman, City Manager)
- c. **Election of the President of the City Council** for the term of April 15, 2025 – April 21, 2026 (Houseman, City Manager)
- d. **Election of the President Pro Tem of the City Council** for the term of April 15, 2025-April 21, 2026 (Council President)
- e. Review and possible confirmation of the City Manager's appointment of Eric Schultz to serve as the Council Representative on the **Plan Commission** (Houseman, City Manager)
- f. Review and possible action to designate the **Daily Jefferson County Union as the Official City Newspaper** for purposes of publishing required legal notices (Ebbert, Clerk/Treasurer/Finance Director)

## 14. New Business

- a. Review and possible action relating to the **purchase of a Walk Behind Pavement Saw** for the Public Works Operations Division (Williamson, Public Works Superintendent)
- b. Review and possible action relating to the **purchase of a Scag Turf Tiger Zero Turn Mower with Hurricane Mulching Kit and Fiberglass Shade Top Kit** for the Public Works Operations Division (Williamson, Public Works Superintendent)
- c. Review and possible action relating to the **purchase of a Crafco Model 30 Pavement Crack Router with Dust Control Kit** for the Public Works Operations Division (Williamson, Public Works Superintendent)
- d. Review and possible action relating to the **purchase of a Wing Plow System and Installation onto a Single Axle Plow Truck (Fleet No. 4)** for the Public Works Operations Division (Williamson, Public Works Superintendent)

## 15. Adjournment

*Date Posted:*

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

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**POLICE AND FIRE COMMISSION MEETING  
IN PERSON AND VIA ZOOM  
WEDNESDAY, APRIL 2, 2025 – 2:00 PM  
CITY HALL – SECOND FLOOR**

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**MINUTES**

**1. Call meeting to order**

Chairperson Jones called the meeting to order at 2:00 pm.

**2. Roll call**

Present: Chairperson Jones, Commissioners Hartwick, Turk and Raub. Also present: City Manager, City Clerk/Treasurer, Police Chief, Fire Chief and Captains.

**3. Approval of Minutes**

*a. Review and possible action relating to the **minutes of the December 16, 2025 Police and Fire Commission** meeting (Ebbert, Clerk/Treasurer/Finance Director)*

Hartwick moved, seconded by Turk to approve the minutes of the December 16, 2025 Police and Fire Commission meeting. Motion carried.

**4. New Business**

*a. Review and possible action in relation to the hiring of a **top candidate(s)** from the hiring process for the Police Department (Bump)*

Cpt Hefty provided the overview of hiring process to present the top candidate, Henry Boomsma. Boomsma will be subject to pre-employment screening and testing.

Raub moved, seconded by Hartwick to authorize an offer of employment to Henry Boomsma. Motion carried.

*b. Review and possible action relating to the **appointment of top candidate(s)** from the **Fire/EMS Department** recruitment process for a part-time Firefighter/EMT-Basic (Peterson)*

Chief Peterson discussed Tailla Hoard, a full time firefighter for Lakeside and resides in our community. She is trained, certified and highly recommended for the position within the Fire Department.

Turk moved, seconded by Hartwick to approve the hiring of Tailla Hoard as part-time

firefighter/EMT basic. Motion carried.

*c. Fire Department staffing update (Peterson)*

Chief Peterson provided a staff update. No action necessary.

**5. Adjournment**

Turk moved, seconded by Raub to adjourn. Meeting adjourned at 2:19 pm.

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



**CITY COUNCIL MEETING  
IN PERSON AND VIA ZOOM  
THURSDAY, APRIL 3, 2025 – 7:00 PM  
CITY HALL – SECOND FLOOR**

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**MINUTES**

**1. Call meeting to order**

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

**2. Roll call**

Present: Cm. Becker, Cm. Jaeckel, Cm. Johnson, Cm. Schultz and President Lescohier. Also present: City Manager, City Clerk/Treasurer/Finance Director, City Attorney, Building Inspector, Public Works Superintendent, Park & Recreation Director, Fire Chief, Library Director and several members of the Police Department.

**3. Public Hearings**

None.

**4. Public Comment**

John Hausz 104 Jefferson Street - spoke in support of No Mow/Less May.

**5. Consent Agenda**

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

- a. *Review and possible action relating to the **minutes of the March 12, 2025 Parks and Recreation Board** meeting (Ebbert, Clerk Treasurer/Finance Director)*
- b. *Review and possible action relating to the **minutes of the March 18, 2025 City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- c. *Review and possible action relating to the **Citizen Appointment of James Bowers** to the Police and Fire Commission (Houseman, City Manager)*
- d. *Review and possible action on a **Special Event: Chamber of Commerce Fort Farmers Market, Saturdays from May 3, 2025 until October 25, 2025, 8:00 a.m. - 12:00 p.m.** (Ebbert, Clerk/Treasurer/Finance Director)*
- e. *Review and possible action on a **Special Event: Mother's Day Classic U9-U14 Baseball Tournament, Saturday, May 10, 2025, from 8 a.m. to 8 p.m. and Sunday, May 11, 2025, from 8 a.m. to 8 p.m.***

- f. *Review and possible action on a **Special Event: June Classic U9-U14 Baseball Tournament**, Saturday, June 7, 2025, from 8 a.m. to 8 p.m. and Sunday, June 8, 2025, from 8 a.m. to 8 p.m.*

## 6. Petitions, Requests, and Communications

- a. *Review and possible action on a proclamation recognizing **Telecommunicators Week April 13-19, 2025** in the City of Fort Atkinson (Bump, Police Chief)*  
Jaeckel moved, seconded by Johnson to approve the proclamation and declare the week of April 13-19, 2025 as Telecommunicators Week in the City of Fort Atkinson. Motion carried.
- b. *Review and possible action on a proclamation recognizing **National Library Week April 6-12, 2025** in the City of Fort Atkinson (Houseman, City Manager)*  
Schultz moved, seconded by Becker to approve the proclamation recognizing National Library Week April 6-12, 2025 in the City of Fort Atkinson. Motion carried.
- c. *Review and possible action on a proclamation recognizing April as **Fair Housing Month** in the City of Fort Atkinson (Houseman, City Manager)*  
Becker moved, seconded by Schultz to approve the proclamation recognizing April as Fair Housing Month in the City of Fort Atkinson. Motion carried.

## 7. Resolutions and Ordinances

- a. *Review and possible action related to a **Tax Incremental District (TID) Termination Resolution**, terminating TID #8 in the City of Fort Atkinson, Jefferson County, Wisconsin (Houseman, City Manager)*  
Manager Houseman discussed that the City Council created Tax Incremental District (TID) #8 on September 15, 2009, as a mixed-use TID. This TID supported millions of dollars worth of additional value on the City's northwest side. TID #8 was very successful and was amended in 2011 to be a donor TID to TID #6 (Klement Business Park). Since that time, increment from TID #8 has been transferred to TID #6 to pay back debt service for the infrastructure to support development. The City Council held a TID Workshop on August 20, 2024, to discuss a plan for closing the City's three oldest TIDs: #6, #7, and #8. During the workshop, the City Council, staff, and the City's financial advisors from Baird discussed the opportunity to extend the lives of these TIDs to improve the City's housing stock through an affordable housing fund. At the City Council meeting on August 20th, the Council adopted the attached Resolution extending the life of TID #8 for that purpose. Using the 2024 equalized tax rate and the portions to each taxing jurisdiction based on the 2025 adopted budget, the City can expect to see an estimated \$390,265 dollars in additional property tax revenue without increasing the mill rate.

Becker moved, seconded by Jaeckel to approve the resolution Terminating TID #8 in the City of Fort Atkinson, Jefferson County, Wisconsin and direct the Clerk to file the

appropriate paperwork with the Wisconsin Department of Revenue by April 15<sup>th</sup>. Motion carried.

- b. Review and possible action relating to a **Zoning Map Amendment** ordinance changing the zoning of the property located at 333 Lincoln Street (parcel number 226-0514-0412-207), from Urban Mixed Use (UMU) to Single Family Residential (SR-7) (Draeger, Building and Zoning Administrator)*

Building Inspector Draeger presented the application for this Zoning Map Amendment includes 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) will remain in the UMU zoning district. The existing parcel has 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 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, and a second reading on February 4, 2025. The CSM for this property was also approved at that meeting on January 21st and has now been recorded with Jefferson County per the attached CSM document.

Jaeckel moved, seconded by Johnson to approve the ordinance changing the zoning of the property located at 333 Lincoln Avenue from UMU, Urban Mixed Use, to SR-7, Single Family Residential-7. Motion carried.

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

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

## **9. Unfinished Business**

None.

## **10. New Business**

- a. Review and possible action relating to **2024 Year-End Financial Information** (Houseman,*

*City Manager)*

Manager Houseman introduced and reviewed the following goals: provide the actual number and percentage of 2024 property taxes collected; provide a listing of general fund revenue accounts 15 percent over or under the 2024 budgeted amount in accounts with \$5,000 or more; provide a listing of general fund expenditure accounts 15 percent over or under the 2024 budgeted amount in accounts with \$5,000 or more; provide an estimated net increase (or decrease) to the City's General Fund balance, referencing the City's Fund Balance Policy; provide an estimated summary of the ending balance in all funds, along with any necessary explanation of changes and request the City Council authorize the carry-over of outstanding positive balances from certain accounts to 2025.

Becker moved, seconded by Schultz to approve the 2024 funds requested to be carried over to 2025 as listed in Table 5, for a total of \$325,034.73. Motion carried.

- b. *Review and possible action relating to the crack fill, seal and re-stripe of the parking lot and basketball court at **Rock River Park** and basketball court at **Ralph Park** (Dayton, Parks and Recreation Director)*

Director Dayton stated the Rock River Park Basketball Court and Aquatic Center Parking Lot are scheduled for maintenance every five years, including crack filling, seal coating, re-striping, and any necessary repairs. This project was approved as part of the 2025 Capital Improvements Budget in November 2024. Parks staff solicited proposals from three contractors to undertake the entire project. However, two contractors were not equipped to perform work and/or declined to submit a proposal. Midwest Sealcoat has submitted a proposal for \$20,150. The amount budgeted for this project in the 2025 CIP was \$21,000. Midwest Sealcoat has previously completed projects in the City, including seal coating the bike trail, tennis courts, parking lots, and basketball courts over the past years. Staff have consistently been satisfied with the quality and cost-effectiveness of their services. The original proposal, dated August 2, 2024, remains valid for installation in 2025. Due to the fact that the proposal was less than the budgeted amount, staff requested that Midwest Sealcoat provide a proposal to repaint the lines on the basketball court in Ralph Park. The surface of the court is in good condition, but the lines have begun to fade. Staff hoped to achieve some economies of scale given that Midwest Sealcoat would already be mobilized in Fort Atkinson. Midwest Sealcoat provided a proposal of \$1,250 to re-paint the basketball court at Ralph Park in addition to the work at Rock River Park. The total project cost as outlined in the attached proposal from Midwest Sealcoat is \$21,400, which is \$400 over the budget as approved by the City Council. If approved, staff intends to use \$400 from the parks supply account to complete the project. The \$21,000 for the original project was approved using levied funds in the CIP.

Schultz moved, seconded by Johnson to approve Midwest Sealcoat, LLC's proposal for the project as described and funded in the staff report. Motion carried.

- c. *Review and possible action relating to the **purchase and installation of a new circulation pump strainer** at the Fort Atkinson Aquatic Center (Dayton, Parks and Recreation Director)*  
Director Dayton discussed that the Aquatic Center mechanical room repairs and shower

replacement project was included in the 2025 Capital Improvements Projects budget, which was approved by the City Council in November 2024. The total estimated cost of the whole project is \$32,000. City staff worked with Carrico to identify an appropriate new circulation pump strainer, an additional strainer basket, and determine the necessary plumbing supplies to complete installation. If approved by the City Council, the installation will occur before the pool systems are started up for the season.

Becker moved, seconded by Jaeckel to authorize staff to accept the proposal from Carrico Aquatics Resources for the purchase and installation of a Circulation Pump Strainer at a cost not to exceed \$7,725. Motion carried.

d. *Review and possible action relating to the **purchase of a large-diameter fire hose for the Fort Atkinson Fire Department** (Peterson, Fort Atkinson Fire Chief)*

Chief Peterson presented the Fire Department's structured hose replacement schedule meant to ensure the reliability and safety of its firefighting hoses and appliances. Engine 8163's current 5-inch large diameter supply hose (LDH) has surpassed its recommended service life, necessitating replacement to maintain operational readiness. According to NFPA 1962 standards, the recommended replacement period for a fire hose is 10 years. The hose being replaced has been in service for 12 years, exceeding this guideline. The replacement of hoses, nozzles, and appliances was included in the 2025 Capital Improvements Project budget for \$17,000, using levied CIP funds. The total cost for the replacement of the hoses outlined in this memo is \$16,168.50, which is \$831.50 less than the budget. This expenditure was anticipated and approved as part of the capital purchases in the 2025 budget, ensuring that funds are allocated for this essential update. The procurement is from MacQueen in Delafield, Wisconsin, the Department's preferred vendor for firefighting hoses and appliances and the exclusive supplier of Snap-Tite hoses utilized by the Fort Atkinson Fire Department.

Johnson moved, seconded by Becker to approve the purchase of a large-diameter fire hose for the Fort Atkinson Fire Department from MacQueen at a cost not to exceed \$16,168.50. Motion carried.

e. *Review and possible action relating to the **2024 Department of Natural Resources annual Recycling Report** (Houseman, City Manager)*

Manager Houseman shared the annual report to the DNR on the recycling activities for the year that included 920.12 tons of recycled materials listed on DNR's Table #1: newspaper, cardboard, magazines, etc. in 2024, compared to 896.73 tons in 2023. The City recycled 147.62 pounds per capita, surpassing the standard of 106.55 pounds. The City has met the collection standard. The City's net eligible recycling costs, excluding yard waste, is \$253,250 which exceeds the Grant amount. The City will receive the full amount of the grant: \$35,201.74.

Becker moved, seconded by Jaeckel to approve the 2024 Department of Natural Resources annual Recycling Report. 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)*  
Jaeckel moved, seconded by Becker to approve the list of Verified Claims and authorize payment. Motion carried.

## **13. Adjournment**

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

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



**PLAN COMMISSION MEETING  
IN PERSON AND VIA ZOOM  
TUESDAY, APRIL 8, 2025 – 4:00 PM  
CITY HALL – SECOND FLOOR**

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**MINUTES**

**1. Call meeting to order**

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

**2. Roll call**

Present: Council representative Schultz, Commissioners Highfield, Kessenich and Shull and Chairperson Manager Houseman. Also present: Building Inspector and Clerk/Treasurer.

Absent: Commissioner Hough.

**3. New Business**

*a. Review and possible action relating to the **minutes of the February 25, 2025 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*

Schultz moved, seconded by Highfield to approve the minutes of the February 25, 2025 Plan Commission meeting. Motion carried.

*b. Review and possible action relating to a **Site Plan Review** for signage at A1 Creative Packaging, 600 Rockwell Ave. (SPR-2025-04) (Draeger, Building Inspector/Zoning Administrator)*

Inspector Draeger stated A-1 Creative Packaging, a full-service contract packaging and assembly company, has recently opened at its existing location on Rockwell Ave, across from Nasco, near the corner of Rockwell and Janesville Ave. As the business expands north, A-1 plans to install two new building signs depicting the company's logo, services, and contact information on the west facade of the section located at 801 Janesville Ave. The proposed wall signs meet the requirements of the City's ordinances. The City's Management Team has reviewed the application and all comments have been included within this document.

Kessenich moved, seconded by Schultz to approve the Site Plan Review for signage at A-1 Creative Packaging, 600 Rockwell Avenue. Motion carried.

*c. Review and possible action relating to a **Site Plan Review** for signage at Little Rainbows Play Place, 1335 N. High St. (SPR-2025-06) (Draeger, Building Inspector/Zoning Administrator)*

Inspector Draeger presented Little Rainbows, whom is proposing a new wall sign on the

front façade of the building facing North High Street. The 8' x 4' sign will feature the company logo. Additionally, the applicant plans to install a replacement sign face in the existing Group Development sign along North High Street. While replacement sign faces do not require Plan Commission review and approval, this has been included for reference. The proposed wall sign and group development panel sign meet the requirements of the City's Zoning Ordinances and are aligned with the surrounding commercial area.

Highfield moved, seconded by Kessenich to approve the Site Plan Review for signage at Little Rainbows Play Place, 1335 N. High Street. Motion carried.

- d. *Update on previous Plan Commission approved projects (Houseman, City Manager)*  
Manager Houseman provided a construction update on Ridge View Estates and Klement Business Park. No action was taken.

#### **4. Adjournment**

Kessenich moved, seconded by Highfield to adjourn. Meeting adjourned at 4:16 pm.

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



## Permit Report

03/01/2025 - 03/31/2025

| Permit Date                                                           | Permit # | Permit Location      | Owner Name            | Permit Type          | Permit Description                                                                                      | Estimated Project Cost | Total Fees  |
|-----------------------------------------------------------------------|----------|----------------------|-----------------------|----------------------|---------------------------------------------------------------------------------------------------------|------------------------|-------------|
|                                                                       |          |                      |                       |                      |                                                                                                         |                        | \$10,199.15 |
| <input checked="" type="checkbox"/> Permit Type: Add/Alter Commercial |          |                      |                       |                      |                                                                                                         |                        |             |
| 3/4/2025                                                              | 25109    | 403 Janesville Ave   | Chris McClimon        | Add/Alter Commercial | Small amount of Demo, build a closet, Painting, Carpeting                                               | 72,132                 | \$792.00    |
| 3/5/2025                                                              | 25110    | 611 E Sherman Ave    | Fort HealthCare, Inc. | Add/Alter Commercial | Replace casework, countertops, misc. interior finishes                                                  | 735,252                | \$1,035.50  |
| 3/28/2025                                                             | 25179    | 611 E Sherman Ave    | Fort HealthCare, Inc. | Add/Alter Commercial | Alteration level 2 work room G-0308; level 1 interior wall, flooring, and countertop finish             | 88,000                 | \$563.00    |
| 3/28/2025                                                             | 25181    | 106 E Blackhawk Dr   | US Cellular           | Add/Alter Commercial | Verizon to swap out equipment and upgrade network                                                       | 10,000                 | \$135.00    |
| <input checked="" type="checkbox"/> Permit Type: Deck                 |          |                      |                       |                      |                                                                                                         |                        |             |
| 3/4/2025                                                              | 25108    | 1607 Jamesway        | Cheryl Feller         | Deck                 | Replacing brick patio with new composite deck                                                           | 20,000                 | \$122.50    |
| <input checked="" type="checkbox"/> Permit Type: Electrical           |          |                      |                       |                      |                                                                                                         |                        |             |
| 3/3/2025                                                              | 25106    | 1405 Commonwealth Dr | Roy Fietzek           | Electrical           | Remodel of kitchen and Bathroom- to include light fixtures, 3 ceiling fans, relocate outlets in kitchen | 2,000                  | \$60.00     |

| Permit Date                           | Permit # | Permit Location    | Owner Name                          | Permit Type     | Permit Description                                                                                                                                          | Estimated Project Cost | Total Fees |
|---------------------------------------|----------|--------------------|-------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------|
| 3/7/2025                              | 25112    | 48 South St        | Adam Wagner                         | Electrical      | bathroom exhaust fan                                                                                                                                        | 600                    | \$60.00    |
| 3/10/2025                             | 25113    | 737 Reena Ave.     | FASP LLC Tom Pientka                | Electrical      | Reena Lobby and dining room refresh, new light fixtures in the lobby and hallway. New electrical to a fireplace, front room reconfigured into office space. | 45,000                 | \$401.60   |
| 3/11/2025                             | 25117    | 411 Heth St        | Malinda Hachtel                     | Electrical      | water heater replacement                                                                                                                                    | 2,000                  | \$60.00    |
| 3/13/2025                             | 25151    | 1200 Jefferson St  | J&S Prime Properties LLC            | Electrical      | Basement new bathroom electrical                                                                                                                            | 0                      | \$60.00    |
| 3/18/2025                             | 25158    | 411 Heth St        | Malinda Hachtel                     | Electrical      | bathroom exhaust fan                                                                                                                                        | 600                    | \$60.00    |
| 3/21/2025                             | 25167    | 808 Jefferson St   | Jefferson County Housing            | Electrical      | 14kW Generator Install                                                                                                                                      | 9,470                  | \$130.00   |
| 3/24/2025                             | 25173    | 112 N Main St      | ALEX DOGARU                         | Electrical      | Electrical Service Upgrade- Lighting Improvements                                                                                                           | 30,000                 | \$155.75   |
| <b>☐ Permit Type: Fence</b>           |          |                    |                                     |                 |                                                                                                                                                             |                        |            |
| 3/6/2025                              | 25111    | 417 N Third St     | Taylor Laures                       | Fence           | Cedar horizontal Fence- 6' tall in the backyard                                                                                                             | 2,000                  | \$60.00    |
| 3/12/2025                             | 25148    | 501 Washington St  | Robert Gleiter                      | Fence           | 6' wooden fence in the backyard                                                                                                                             | 6,400                  | \$60.00    |
| 3/12/2025                             | 25146    | 511 Madison Ave    | Darlene Meiners                     | Fence           | Fence                                                                                                                                                       | 4,800                  | \$60.00    |
| 3/19/2025                             | 25160    | 711 Nelson St      | Remington Trewyn                    | Fence           | Fence - Chain link and Wood Privacy                                                                                                                         | 3,600                  | \$60.00    |
| <b>☐ Permit Type: Home Occupation</b> |          |                    |                                     |                 |                                                                                                                                                             |                        |            |
| 3/21/2025                             | 25170    | 320 W Rockwell Ave |                                     | Home Occupation | custom engraving small goods, cups etc. All sales conducted off site or online                                                                              | 0                      | \$75.00    |
| <b>☐ Permit Type: HVAC</b>            |          |                    |                                     |                 |                                                                                                                                                             |                        |            |
| 3/11/2025                             | 25133    | 311 S Water St E   | AMY LARSON-DESIGN OR TLA PROPERTIES | HVAC            | REPLACE FURNACE                                                                                                                                             | 0                      | \$70.00    |
| 3/11/2025                             | 25134    | 501 Cherokee Ln    | JACOB YANDRY                        | HVAC            | REPLACE FURNACE                                                                                                                                             | 0                      | \$70.00    |
| 3/11/2025                             | 25135    | 101 Jackson St     | MIKE MULTHAUF                       | HVAC            | REPLACE FURNACE                                                                                                                                             | 0                      | \$70.00    |

|  | Permit Date | Permit # | Permit Location     | Owner Name      | Permit Type | Permit Description                    | Estimated Project Cost | Total Fees |
|--|-------------|----------|---------------------|-----------------|-------------|---------------------------------------|------------------------|------------|
|  | 3/11/2025   | 25136    | 85 Shirley St       | LAVONNE WEGNER  | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25137    | 1328 Montclair Pl   | CHRIS WILBUR    | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25138    | 436 Edward St       | CLOUTE INC      | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25139    | 1505 Endl Blvd      | BURIM REXHEPI   | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25140    | 1408 Jamesway       | EUGENE HOEYE    | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25141    | 100 Edward St #1    | SCOTT NEW       | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25142    | 926 Hillcrest Dr    | TERESA BRANDT   | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25143    | 415 E Milwaukee Ave | SANDRA HARTLEY  | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25144    | 1432 Lakeview Dr    | CAREY RAMBURG   | HVAC        | REPLACE FURNACE AND A/C               | 0                      | \$105.00   |
|  | 3/11/2025   | 25118    | 1507 Stacy Ln       | STEWART LYNGAAS | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25119    | 1351 Jamesway       | MARV OLSON      | HVAC        | REPLACE FURNACE AND A/C               | 0                      | \$105.00   |
|  | 3/11/2025   | 25120    | 711 Rogers St       | DAVE TRIELOFF   | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25121    | 307 Lucille St      | DEBBIE MAY      | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25122    | 400 Milwaukee Ave W | CAROLYN MILLER  | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25123    | 512 Frederick Ave   | JIM AMENT       | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25124    | 415 Grove St        | BRENT HERING    | HVAC        | REPLACE FURNACE on 415 side of 2-flat | 0                      | \$70.00    |
|  | 3/11/2025   | 25125    | 611 Talcott Ave     | JOSH WIESE      | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25126    | 205 E Highland Ave  | TERRY BREHM     | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25127    | 1135 Grove St       | WAYNE TRAXLER   | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25128    | 312 White St        | ROBERT BEASTER  | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |
|  | 3/11/2025   | 25129    | 1422 Jamesway       | JOSH SMITH      | HVAC        | REPLACE FURNACE                       | 0                      | \$70.00    |

| Permit Date                    | Permit # | Permit Location      | Owner Name                        | Permit Type | Permit Description                                                      | Estimated Project Cost | Total Fees |
|--------------------------------|----------|----------------------|-----------------------------------|-------------|-------------------------------------------------------------------------|------------------------|------------|
| 3/11/2025                      | 25130    | 1238 Lillian St      | TRACY SMITH                       | HVAC        | REPLACE FURNACE                                                         | 0                      | \$70.00    |
| 3/18/2025                      | 25159    | 320 Jefferson St     | Kelsa Lowe                        | HVAC        | Furnace Replacement                                                     | 5,225                  | \$70.00    |
| 3/21/2025                      | 25166    | 737 Reena Ave.       | FASP LLC Tom Pientka              | HVAC        | moving existing ductwork and grilles to accommodate new carpentry items | 4,425                  | \$396.60   |
| 3/28/2025                      | 25178    | 405 Grove St         | Brad Pett                         | HVAC        | Replace Furnace and AC                                                  | 14,093                 | \$105.00   |
| 3/31/2025                      | 25184    | 1301 Whitewater Ave  | Joshua Hargan                     | HVAC        | hvac supply runs and returns in addition                                | 7,700                  | \$105.00   |
| <b>☐ Permit Type: Other</b>    |          |                      |                                   |             |                                                                         |                        |            |
| 3/13/2025                      | 25150    | 1501 Commonwealth Dr | Roger McMunn                      | Other       | kitchen repair and new cabinets                                         | 9,000                  | \$90.00    |
| <b>☐ Permit Type: Plumbing</b> |          |                      |                                   |             |                                                                         |                        |            |
| 3/3/2025                       | 25104    | 208 Barrie St        | Emily Ashland                     | Plumbing    | 1st Floor bathroom remodel                                              | 2,500                  | \$60.00    |
| 3/11/2025                      | 25115    | 514 Jackson St       | Steven & Joyce Kutz               | Plumbing    | 1st floor, tub to pan conversion. Same size and location.               | 1,105                  | \$60.00    |
| 3/11/2025                      | 25116    | 411 Heth St          | Malinda Hachtel                   | Plumbing    | water heater replacement                                                | 2,000                  | \$60.00    |
| 3/11/2025                      | 25145    | 1301 Whitewater Ave  | Joshua Hargan                     | Plumbing    | Remodel, bathroom and addition                                          | 12,000                 | \$60.00    |
| 3/11/2025                      | 25132    | 403 Janesville Ave   | KROLL CONSTRUCTION / EDWARD JONES | Plumbing    | Bath remodel                                                            | 1,500                  | \$60.00    |
| 3/12/2025                      | 25147    | 1709 Montclair Pl    | Roxolid Creations LLC             | Plumbing    | new house Plumbing - 1 studor vent for kitchen, Thermal expansion Tank  | 0                      | \$454.70   |
| 3/14/2025                      | 25157    | 106 N Main St        | Paul Krueger                      | Plumbing    | replace 3 mixer valves                                                  | 16,500                 | \$60.00    |
| 3/20/2025                      | 25165    | 550 S Fourth St      | City of Fort Atkinson             | Plumbing    | Haumerson Pond shed plumbing and radiant infloor                        | 100,000                | -          |

| Permit Date                                | Permit # | Permit Location                          | Owner Name                  | Permit Type                 | Permit Description                                                                                      | Estimated Project Cost | Total Fees |
|--------------------------------------------|----------|------------------------------------------|-----------------------------|-----------------------------|---------------------------------------------------------------------------------------------------------|------------------------|------------|
| 3/21/2025                                  | 25168    | 111 Frederick Ave                        | David Vasquez               | Plumbing                    | First floor walk-in shower and surround being replaced, including the mixing valve and trap.            | 12,251                 | \$60.00    |
| 3/31/2025                                  | 25183    | 1609 Madison Ave                         | Scott                       | Plumbing                    | Dog wash and laundry                                                                                    | 4,000                  | -          |
| ☐ Permit Type: Right of Way Opening Permit |          |                                          |                             |                             |                                                                                                         |                        |            |
| 3/4/2025                                   | 25107    | 501 Robert Street                        | Shirley Nickel              | Right of Way Opening Permit | Right of Way-Sewer                                                                                      | 0                      | \$50.00    |
| 3/10/2025                                  | 25114    | 700 JAMES PL                             |                             | Right of Way Opening Permit | GAS RETIREMENT WR#5076248                                                                               | 0                      | \$50.00    |
| 3/14/2025                                  | 25156    | BANKER RD, APPROX 517' SOUTH OF HOARD RD | City of Fort Atkinson       | Right of Way Opening Permit | BURY EXISTING SPLICE AND LOWER CABLE FOR 250'. NEW ROAD CONSTRUCTION AND FUTURE REROUTING OF BANKER RD. | 0                      | \$50.00    |
| 3/19/2025                                  | 25161    | MADISON AVE & BLACKHAWK DR               |                             | Right of Way Opening Permit | INSTALL A LOCATE POINT ON HP MAIN WR#5085223                                                            | 0                      | \$50.00    |
| 3/20/2025                                  | 25163    | 100 E BLACKHAWK DR                       |                             | Right of Way Opening Permit | GAS SERVICE REPLACEMENT WR#5073269                                                                      | 0                      | \$50.00    |
| 3/28/2025                                  | 25180    | Multiple Streets                         | Aureon Network Services Inc | Right of Way Opening Permit | Providing internet and telephone service                                                                | 0                      | \$1,650.00 |
| ☐ Permit Type: Roofing/Siding              |          |                                          |                             |                             |                                                                                                         |                        |            |
| 3/3/2025                                   | 25105    | 614 Madison Ave                          | Jacob Boos                  | Roofing/Siding              | Re-siding House                                                                                         | 15,000                 | \$60.00    |
| 3/13/2025                                  | 25149    | 214 E Milwaukee Ave                      | Rick dwyer                  | Roofing/Siding              | Tear off old singles and install new ice and water, felt paper and shingles                             | 15,000                 | \$60.00    |
| 3/14/2025                                  | 25152    | 201 Radloff St                           | JR Klement                  | Roofing/Siding              | Roof Replacement                                                                                        | 20,000                 | \$60.00    |
| 3/14/2025                                  | 25153    | 1205 Monroe St                           | Stanley Kempema             | Roofing/Siding              | Roof Replacement                                                                                        | 20,000                 | \$60.00    |
| 3/14/2025                                  | 25154    | 1108 Erick St                            | Dep Kepschull               | Roofing/Siding              | Siding and Window replacement                                                                           | 30,000                 | \$60.00    |
| 3/14/2025                                  | 25155    | 23 Wilson Ave                            | Rebecca Brokmei             | Roofing/Siding              | Roof replacement                                                                                        | 10,000                 | \$60.00    |
| 3/21/2025                                  | 25169    | 710 W Blackhawk Dr                       | Brian Juarez                | Roofing/Siding              | Replacing Shingles                                                                                      | 10,000                 | \$60.00    |

| Permit Date                                             | Permit # | Permit Location  | Owner Name             | Permit Type                       | Permit Description                                                                                     | Estimated Project Cost | Total Fees |
|---------------------------------------------------------|----------|------------------|------------------------|-----------------------------------|--------------------------------------------------------------------------------------------------------|------------------------|------------|
| 3/27/2025                                               | 25174    | 831 Boldt St     | Peggy Taylor           | Roofing/Siding                    | Re-shingle Roof                                                                                        | 10,000                 | \$60.00    |
| 3/28/2025                                               | 25177    | 716 Van Buren    | Michael Becker         | Roofing/Siding                    | re-shingle roof                                                                                        | 10,000                 | \$60.00    |
| <b>☐ Permit Type: Sign</b>                              |          |                  |                        |                                   |                                                                                                        |                        |            |
| 3/21/2025                                               | 25171    |                  | Niemann's ACE Hardware | Sign                              | Vinyl on ACE windows; vinyl dimensions are in uploaded document titled "Fort Atkinson Windows 3-11-25" | 1,500                  | -          |
| <b>☐ Permit Type: Single Family Alteration/Addition</b> |          |                  |                        |                                   |                                                                                                        |                        |            |
| 3/20/2025                                               | 25162    | 310 Zida St      | Kay Dries              | Single Family Alteration/Addition | finish basement / HVAC and Electrical will pull their permits                                          | 33,397                 | \$143.75   |
| 3/24/2025                                               | 25172    | 74 Shirley St    | alan ruleau            | Single Family Alteration/Addition | Adding bedroom, recreation room in basement also adding egress window                                  | 5,000                  | \$143.75   |
| <b>☐ Permit Type: Windows/Doors</b>                     |          |                  |                        |                                   |                                                                                                        |                        |            |
| 3/28/2025                                               | 25176    | 423 Roosevelt St | Allison Wilson         | Windows/Doors                     | REMOVE & REPLACE SIDE ENTRY DOOR                                                                       | 4,690                  | \$60.00    |

Showing 1 to 77 of 77 entries

**04/03/2025**



Jedidiah Draeger  
Building Inspector/Zoning Administrator



## MEMORANDUM

**DATE:** April 15, 2025

**TO:** Fort Atkinson City Council

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

**RE:** Review and possible action relating to the City Clerk-issued License and Permit Report for March 2025 (Ebbert, Clerk/Treasurer/Finance Director)

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### BACKGROUND

The following is a list of the Licenses and Permits issued by the City Clerk for the period March 18, 2025 through April 15, 2025 per the City of Fort Atkinson Municipal Code of Ordinances.

### DISCUSSION

#### BEEKEEPING

None

### OPERATOR

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

| Applicant |         | Place of Employment | Recommended Approval by Police Department | Cost |
|-----------|---------|---------------------|-------------------------------------------|------|
| Michael   | Huettl  | St Joes             | Y                                         | \$30 |
| Sofia     | Unate   | Salamone's          | Y                                         | \$30 |
| Holly     | Shannon | The Langholf        | Y                                         | \$30 |

### MOBILE MERCHANT

|         |       |                           |   |      |
|---------|-------|---------------------------|---|------|
| Michael | Costa | Buddha Belly<br>Pizza/Ace | Y | \$75 |
|---------|-------|---------------------------|---|------|

### DOOR-TO-DOOR RESIDENTIAL / DIRECT SELLER

None

### FINANCIAL ANALYSIS

In accordance with the City's Ordinances and Fee Schedule, a total of \$165.00 was collected for Operator's licenses and Mobile Merchant.

**RECOMMENDATION**

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

**ATTACHMENTS**

None



## MEMORANDUM

**DATE:** April 15, 2025

**TO:** Fort Atkinson City Council

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

**RE:** Review and Possible action on a Special Event: Wings & Wheels Fly-In Breakfast, Sunday, June 1, 2025, 6 a.m.-2 p.m. at Fort Atkinson Municipal Airport (Ebbert, Clerk/Treasurer/Finance Director)

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### BACKGROUND

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

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

### DISCUSSION

**Event:** Wings & Wheels Fly-In Breakfast

**Date:** Sunday, June 1, 2025

**Location:** Fort Atkinson Municipal Airport, Hwy K

**Contact Person:** Alicia Norris; [alicia@basefortatkinson.org](mailto:alicia@basefortatkinson.org)

**Hours of Event:** 6:00am-2:00pm

**Estimated Number of Attendees:** 1000

<https://www.basefortatkinson.org/wingswheels>

Event information was routed to Departments without any concerns provided.

### FINANCIAL ANALYSIS

In accordance with the City's Ordinances and fee schedule, a total of \$25 was collected.

**RECOMMENDATION**

Staff recommends that City Council approve the Special Event for BASE: Wings & Wheels Fly-In Breakfast on Sunday June 1, 2025.

**ATTACHMENTS**

1. BASE WW Special Event Application 2025
2. BASE WW Map & Overview 2025

|                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div></div> <div><div>CITY OF FORT ATKINSON</div><div>Special Event Application</div><div>Fee: \$25.00</div></div> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Name of Business/Group Organizing Event:                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Contact Person for Event:                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Phone Number: 920-542-6501                                                                                                                                                                          | Email:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Day of Event Contact Person (if different from above):                                                                                                                                              | Phone: Email:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Special Event Details                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Event Name:                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Event Date (mm/dd/yyyy):                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Event Location:                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Estimated Number of Attendees:                                                                                                                                                                      | Hours of Event:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Event Setup Time:                                                                                                                                                                                   | Event Tear Down Time:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Event Description:                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Goal/Purpose of Event:                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Attach a map of the event including:                                                                                                                                                                | <div>Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians</div> <div><i>* If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking</i></div>                                                                                                                                                                                                                                                                                         |
| Check all applicable boxes:                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/> I am renting a city park                                                                                                                                                   | <div>Attach copy of paid park rental from Parks &amp; Recreation Department. Equipment rentals are reservable through the Parks &amp; Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park &amp; Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.</div> |
| <input type="checkbox"/> I am renting city equipment                                                                                                                                                | <div>Please secure and submit payment for requested equipment prior to submitting Special Event Application.<br/>*Attach a map with a location for drop off of equipment with this application.</div> <div><div>8’ white plastic table (43 available; \$4.50/each)</div><div>Qty ____</div><div>Metal folding chair (190 available; \$0.75/each)</div><div>Qty ____</div><div>Additional Picnic Table (\$15/each; includes delivery &amp; pick up)*</div><div>Qty ____</div><div>Additional Garbage/Recycling Can*</div><div>Qty ____</div><div>Barricades*</div><div>Qty ____</div><div>Traffic Cones*</div><div>Qty ____</div></div>                                                                                 |
| <input type="checkbox"/> Electrical Access                                                                                                                                                          | <div>The City Electrician may reach out to you to address any needs/concerns.</div> <div>Please specify if you have any requests or requirements beyond current access:</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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



[www.basefortatkinson.org/wingswheels](http://www.basefortatkinson.org/wingswheels)

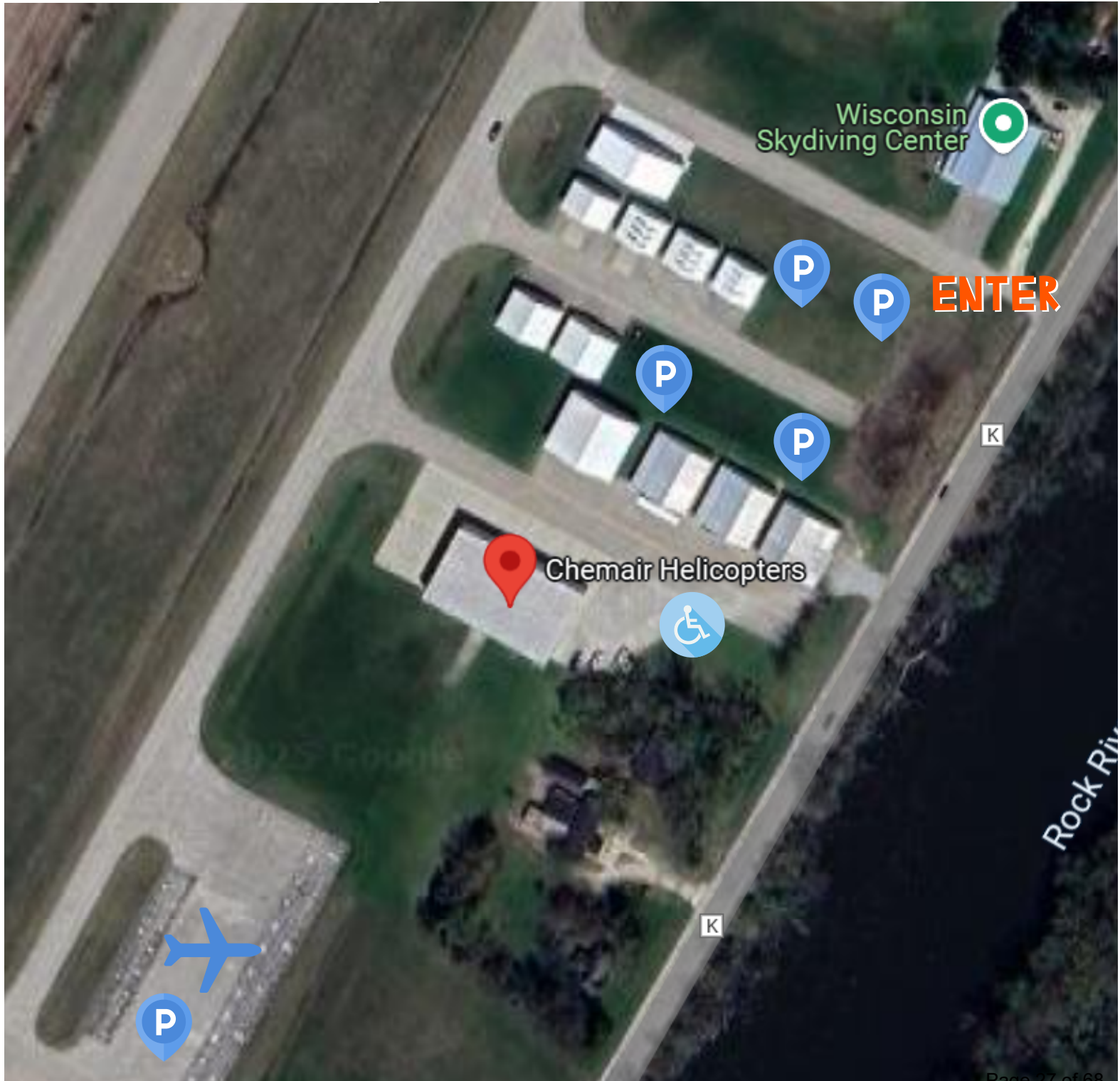
## 2025 Wings & Wheels Fly In Breakfast

Sunday, June 1st

8am-12pm

Fly in or drive in to the annual BASE Wings & Wheels Fly In Breakfast at Chemair Helicopters .

This family event is one of BASE's largest fundraisers. Join us for an all you can eat pancake breakfast to support critical out of school time programs for kids. The event will be hosted inside the Chemair Helicopter Hangar at the Fort Atkinson Municipal Airport. There will be a static display of aircraft and classic cars. 50/50 raffle and airplane rides for purchase will also be available.



**PROCLAMATION  
HONORING MASON BECKER  
FOR TEN YEARS OF DEDICATED SERVICE TO THE  
CITY OF FORT ATKINSON**

**WHEREAS**, the City Council of the City of Fort Atkinson would like to recognize and honor Mason Becker for ten years of loyal service to the citizens of the City of Fort Atkinson; and

**WHEREAS**, Mr. Becker served five terms on the Fort Atkinson City Council, from 2015-2025; and

**WHEREAS**, during his tenure on the City Council, Mr. Becker has consistently worked to improve the quality of life for all residents, promote responsible governance, and support policies that reflect the values and priorities of the Fort Atkinson community; and

**WHEREAS**, Mr. Becker's attention to detail, thoughtful questions and knowledge of the City of Fort Atkinson have had a lasting impact on City staff and citizens; and

**WHEREAS**, during his first term Mr. Becker helped to spearhead the creation of the Economic Development Commission, to help attract new business to the City; and

**WHEREAS**, during his time on the City Council Mr. Becker served three terms as the council president and served on many Boards, Commissions, and Committees; and

**WHEREAS**, some of Mr. Becker's major accomplishments on the City Council include purchasing and annexing new land for commercial and residential growth and development, passage of the City's Public Safety Referendum, and the creation of two new Tax Incremental Financing Districts.

**NOW, THEREFORE, BE IT PROCLAIMED**, on behalf of the City Council, City Staff, and all Residents, that the City of Fort Atkinson, does hereby recognize the dedicated public service of Mason Becker and extends their best wishes in his future endeavors.

Proclaimed this 15th day of April, 2025.

**CITY OF FORT ATKINSON**

ATTEST:

\_\_\_\_\_  
Davin Lescohier, City Council President

\_\_\_\_\_  
Michelle Ebbert, City Clerk/Treasurer/Finance Director



## MEMORANDUM

**DATE:** April 15, 2025

**TO:** Fort Atkinson City Council

**FROM:** Merrilee Lee, Museum Director

**RE:** Review and possible action relating to proclamation recognizing Fort Atkinson as the Intersectional Peony City of Wisconsin (Lee, Museum Director)

---

### BACKGROUND

Since 2012, Fort Atkinson has been proclaimed by the State of Wisconsin as the “Intersectional Peony City” in honor of the pioneering work of peony hybridizers Roger and the late Sandra Anderson. The Hoard Historical Museum oversees the proclamation effort and would request permission to pursue the proclamation from the State of Wisconsin again in 2025.

### DISCUSSION

Roger and Sandra Anderson, through their nearly 4 decades of work, hybridized nearly 600 different peony varieties at their nursery, which was located in Fort Atkinson. In 2012, Roger and Sandra donated nearly 60 peony plants to the Hoard Historical Museum, which form the “Roger and Sandra Anderson Intersectional Peony Garden” located at the corner of Foster and S. 4<sup>th</sup> Street E, behind the Hoard Historical Museum. The garden continues to attract hundreds of peony enthusiasts each year while the peonies are in bloom. In 2015, the Andersons donated dozens of young peony starts for two new varieties of peony which were sold in 2021 as a fundraiser for the Museum's grounds. In 2024, the Anderson Intersectional Peony Garden was named an inaugural Reference Garden by the American Peony Society and was one of 6 gardens recognized nationwide with this distinction. The criteria for being named a Reference Garden includes: being accessible by the public, containing a unique collection of peonies, and the peonies must be labeled and identifiable to the public. The Hoard Historical Museum's Anderson Peony Garden fulfills all of these criteria.

### FINANCIAL ANALYSIS

This proclamation is not expected to have a financial impact.

### RECOMMENDATION

Staff recommends that the Hoard Historical Museum be permitted to pursue the proclamation from the State of Wisconsin naming Fort Atkinson as the “Intersectional Peony City” on Saturday, May 31, 2025.

**ATTACHMENTS**

1. Peony City Proclamation 2025

**PROCLAMATION RECOGNIZING THE  
CITY OF FORT ATKINSON AS THE  
INTERSECTIONAL PEONY CITY OF WISCONSIN**

**WHEREAS**, the City of Fort Atkinson, Wisconsin, is the home to the largest public Intersectional Hybrid Peony Garden in North America located at the Hoard Historical Museum and so named the Roger F. and Sandra L. Anderson Intersectional Peony Garden; and

**WHEREAS**, the Anderson Intersectional Peony Garden at the Hoard Historical Museum in Fort Atkinson, Wisconsin features 58 named Roger F. Anderson intersectional hybrid peonies which bloom during the Wisconsin peony season; and

**WHEREAS**, the City of Fort Atkinson is home to the largest public Intersectional Hybrid Peony Garden in North America - The Roger F. and Sandra L. Anderson Intersectional Peony Garden - located at the Hoard Historical Museum; and

**WHEREAS**, the Anderson Intersectional Peony Garden features 58 individually named hybrid peonies honoring important leaders in Fort Atkinson's history, including Mary C. Hoard and W.D. Hoard; and

**WHEREAS**, the city of Fort Atkinson was the long-time home of Roger F. and Sandra L. Anderson, who established their hybrid peony business, Callie's Beaux Jardins, in 1978; and

**WHEREAS**, Roger F. Anderson continually innovated and advanced the hybrid peony business worldwide for more than 45 years, blooming nearly 600 hybrid peony varieties and breaking many hybridizing barriers; and

**WHEREAS**, Roger F. Anderson has bloomed nearly 600 hybrid peony varieties since 1980, breaking many hybridizing barriers in the peony industry; and

**WHEREAS**, the City of Fort Atkinson is the home of Anderson's acclaimed "Bartzella" Intersectional Peony, which first bloomed in 1986 after 15 years of work and is considered "the most perfect yellow peony in the world," having received the American Peony Society Gold Medal Award and the Royal Horticultural Society Award of Garden Merit in 2012

**NOW, THEREFORE, I**, Davin Lescohier, as City Council President of the City of Fort Atkinson, and my Council colleagues, do hereby proclaim the City of Fort Atkinson, Wisconsin, as the

**INTERSECTIONAL PEONY CITY OF WISCONSIN**

To be celebrated on Saturday, May 31, 2025, and I recommend this observance to all Fort Atkinson citizens.

Proclaimed and signed this 15<sup>th</sup> day of April 2025.

---

**Davin Lescohier, City Council President**

Attest:

---

Michelle Ebbert, City Clerk/Treasurer/Finance Director



## MEMORANDUM

**DATE:** April 15, 2025

**TO:** Fort Atkinson City Council

**FROM:** Tom Williamson, Public Works Superintendent

**RE:** Review and possible action to proclaim April 25, 2025, as Arbor Day in the City of Fort Atkinson (Williamson, Superintendent of Public Works)

---

### BACKGROUND

A condition for the City to be named as a Tree City USA is that each year the City must proclaim and observe Arbor Day in the City of Fort Atkinson. The City has proudly been a designated Tree City for 31 years.

### DISCUSSION

In 2025, the Arbor Day Foundation has designated National Arbor Day on Friday, April 25. The Foundation encourages nationwide celebrations of this event through volunteerism and community events. The City of Fort Atkinson and the Foundation are encouraging many different types of celebrations, including hiking in forests, learning about our tree canopy, and planting trees. More information on celebrations may be found at [www.arborday.org/celebrate](http://www.arborday.org/celebrate).

The City of Fort Atkinson has continued to invest in maintaining its tree management and tree-planting program, meeting the requirements and expectations of the Tree City USA program for more than 31 years and plans to continue this program long into the future.

### FINANCIAL ANALYSIS

This item is not expected to impact the City financially.

### RECOMMENDATION

Staff recommends that the City Council President declare April 25, 2025, as Arbor Day in the City of Fort Atkinson.

### ATTACHMENTS

1. Arbor Day Proclamation 2025

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

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

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

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

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

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

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

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

**NOW, THEREFORE,** I, Davin Lescohier, City Council President of the City of Fort Atkinson, do hereby proclaim Friday, April 25, 2025 as Arbor Day in the City of Fort Atkinson, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

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

Proclaimed this 15<sup>th</sup> day of April 2025.

---

**Davin Lescohier, City Council President**

ATTEST:

---

Michelle Ebbert, City Clerk/Treasurer/Finance Director



## MEMORANDUM

**DATE:** April 15, 2025

**TO:** Fort Atkinson City Council

**FROM:** Rebecca Houseman, City Manager

**RE:** Review and possible action relating to a Proclamation Recognizing Municipal Treasurers Week April 20-26, 2025 (Houseman, City Manager)

---

### BACKGROUND

Governor Tony Evers declared April 20-26, 2025, as Municipal Treasurers Appreciation Week in the State of Wisconsin.

### DISCUSSION

It's important to recognize the contributions of our staff. The office of the municipal treasurer is a time-honored and vital part of local government that impacts the day-to-day life of individuals throughout the state. Municipal treasurers administer the procedures and keep the financial records that allow governing bodies to carry out public functions efficiently and with confidence. Municipal treasurers and their staff work together with county treasurers to collect all property taxes for their municipalities, counties, local schools, technical colleges, and the state.

### FINANCIAL ANALYSIS

This proclamation is not expected to impact the City financially.

### RECOMMENDATION

Staff recommends the Council approve the proclamation recognizing April 20-26, 2025, as Municipal Treasurers Week in the City of Fort Atkinson and recognize the City's Professional Municipal Treasurer, Michelle Ebbert, and her staff: Deputy Treasurer Lance Lembitz, Deputy Clerk Courtney Thom and Utility Billing Specialist Kara Mroz.

### ATTACHMENTS

1. Treasurers Week Proclamation

**PROCLAMATION  
RECOGNIZING MUNICIPAL TREASURERS  
APPRECIATION WEEK  
IN THE CITY OF FORT ATKINSON**

**WHEREAS;** the office of the municipal treasurer is a time-honored and vital part of local government that impacts the day-to-day life of individuals throughout the state; and

**WHEREAS;** municipal treasurers administer the procedures and keep the financial records that allow governing bodies to carry out public functions efficiently and with confidence; and

**WHEREAS;** municipal treasurers are the official custodians responsible for proper management and investment of public funds; and

**WHEREAS;** Wisconsin's municipal and county treasurers work together to collect all property taxes for their municipalities, counties, local schools, technical colleges, and the state; and

**WHEREAS;** municipal treasurers continually strive to improve the administration of the responsibilities of the office of the municipal treasurer through participation in education programs, seminars, workshops and conferences across Wisconsin; and

**NOW, THEREFORE, I,** Davin Lescohier, as City Council President of the City of Fort Atkinson, do hereby declare April 20-26, 2025, as

**MUNICIPAL TREASURERS APPRECIATION WEEK**

Proclaimed this 15th day of April in the year 2025.

---

**Davin Lescohier, City Council President**

Attest:

---

Michelle Ebbert, City Clerk/Treasurer/Finance Director



## MEMORANDUM

**DATE:** April 15, 2025

**TO:** Fort Atkinson City Council

**FROM:** Adrian Bump, Police Chief

**RE:** ATV/UTV Ordinance Six-month Review per Section 95-160 of the Municipal Code (Bump, Police Chief)

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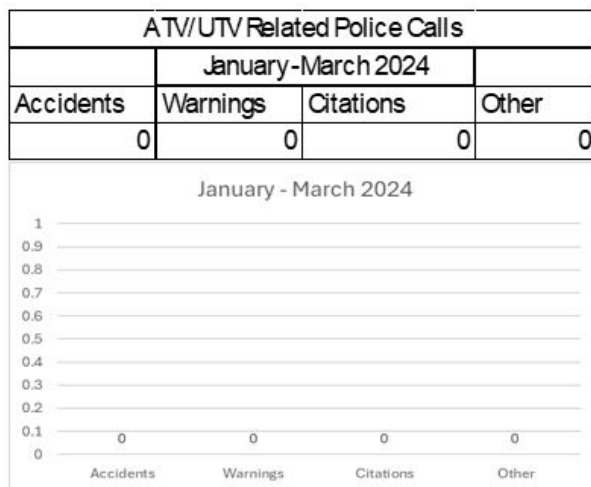
### BACKGROUND

Upon the passing of the ATV/UTV ordinance by the Fort Atkinson City Council, enforcement data was requested every six (6) months. The data below reflects enforcement action by Fort Atkinson Police Officers initiated within the City Limits of Fort Atkinson.

### DISCUSSION

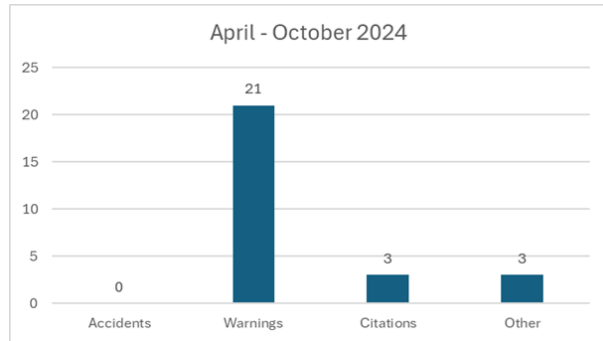
Data captured and provided is from police calls for service and was captured and recorded at the time of the event. All data was recorded within the police department record management system.

Data shown below reflects call for service related to ATV/UTV enforcement and complaints from January 1 – March 31, 2024. This is a snapshot of enforcement action taken by officers before the ordinance allowing ATV/UTVs to legally travel city streets as a mode of transportation was enacted.



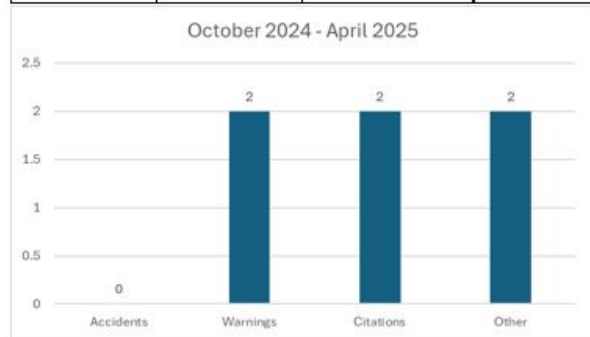
Data shown below reflects enforcement action from April 1 – October 27, 2024 during the timeframe when ATV/UTV use on city streets was authorized under the ordinance.

| ATV/UTV Related Police Calls |          |           |       |
|------------------------------|----------|-----------|-------|
| April - October 2024         |          |           |       |
| Accidents                    | Warnings | Citations | Other |
| 0                            | 21       | 3         | 3     |



Data shown below reflects enforcement action from October 28, 2024 – April 9, 2025 during the timeframe when ATV/UTV use on city streets was authorized under the ordinance.

| ATV/UTV Related Police Calls |          |           |       |
|------------------------------|----------|-----------|-------|
| October 2024 - April 2025    |          |           |       |
| Accidents                    | Warnings | Citations | Other |
| 0                            | 2        | 2         | 2     |



Calls for service resulting in enforcement action by police officers within the City of Fort Atkinson from April 2024 – April 2025 was a combination of complaints called in and officer self-initiated activity.

As anticipated, we can see that enforcement action and complaints are down during the winter months. This reflects a reduction in off-road vehicle use on our city streets during times when most ATV/UTV owners store their vehicles for the winter.

This ordinance has created a new area of focus that requires officers to dedicate enforcement and education time toward. Fortunately, within the first year, we have seen no accidents or

injuries to citizens. However, we know based on WI DNR statistics, accidents, specifically injury and fatal ATV/UTV accidents are at an all-time high in Wisconsin.

As you review the data, you can see that officers now have additional enforcement responsibilities that were not previously present. Officers also now require additional training and understanding of DNR related law violations and safety concerns not previously required within the city jurisdiction. Ongoing training and enforcement requirements will be necessary for all officers in the agency as we move forward. Since the Spring of 2024, the agency has hosted an initial ATV/UTV enforcement class as well as a refresher course. Competing training funds and available training time will continue to be a financial strain on the department's already low resources.

#### **FINANCIAL ANALYSIS**

There is not a financial impact relating to this report.

#### **RECOMMENDATION**

This report is for informational purposes only, and the next report will be provided in six months (October 2025). No action by the City Council is necessary.

#### **ATTACHMENTS**

None



## MEMORANDUM

**DATE:** April 15, 2025

**TO:** Fort Atkinson City Council

**FROM:** Tom Williamson, Public Works Superintendent

**RE:** Review and possible action relating to the purchase of a Walk Behind Pavement Saw for the Public Works Operations Division (Williamson, Public Works Superintendent)

---

### BACKGROUND

The final 2025 General Fund and Capital Improvement Projects funding budgets were approved by the City Council in November 2024 at the regular meeting on November 19th. The 2025 Department of Public Works Capital Improvement Projects budget included the purchase of several pieces of equipment to replace older and some worn-out items. Those items include a Ford F250 service truck with a rear lift gate (previously approved by City Council and ordered), a walk behind pavement saw, a scag zero turn mower, a pavement crack router, and a wing plow attachment with installation. The F250 is not part of the purchase requests before the Council tonight. The four remaining items up for approval are included in tonight's packet and will be presented in the following order: 1 - Walk Behind Pavement Saw, 2 - Scag Zero Turn Mower, 3 - Pavement Crack Router, and 4 - Wing Plow Attachment for a single-axle plow truck (Fleet No. 4).

### DISCUSSION

This memo is a request for the purchase of a walk behind self-propelled pavement saw and also includes details to assist the City Council with possible action on all the remaining CIP purchase items included in the 2025 Public Works budget section.

The walk-behind pavement saw is proposed to replace the existing unit that has served the City well for more than 26 years. The average useful life of this type of equipment, per industry standard and the Wisconsin DOT, is typically 6 to 8 years. Staff reached out to several providers of this type of equipment in an effort to research the best unit for the City's operations.

The Core Cut saw is built for the rigors of a City public works department and will hold up under the strain of use. With that information, staff reached out to several suppliers to request proposals for the saw. Staff received pricing from two online suppliers and one local provider. The most affordable option was through the online supplier, Patriot Contractors Equipment, at \$11,166.00 including delivery. The other two suppliers were Badger Contractors Rental and

Supply (Janesville, WI) at \$12,619.20 including delivery, and Ace Cutting Equipment (online supplier) at \$11,995.00 including delivery.

Department staff reviewed the low bidder and spoke with a regional representative. Staff recommends making the purchase of this saw from Patriot Contractors Equipment.

## FINANCIAL ANALYSIS

The pavement saw item was estimated at \$14,000.00 in the 2025 CIP using two funding sources: the general fund CIP levy (\$4,000.00) and the 2024-2025 borrowing (\$10,000.00). The proposed purchase amount for this item is \$11,166.00 and falls \$2,834.00 under the proposed budget. Section R on pages 212 and 213 of the approved 2025 CIP is included below and shows the four items requested for purchase by the Public Works Operations Division and the approved funding sources, as well as the truck that was already approved for purchase.

### SECTION R - 2025 CAPITAL IMPROVEMENTS PROJECT BUDGET

City of Fort Atkinson  
2025 Capital Improvements Projects Budget  
Expenditure Detail

| PROJECT LINE ITEM                        |                                                                  | 2025 REQUEST  | 2025 PROPOSED LEVY FUNDED | 2024-2025 BORROWING | 2025 PROPOSED TRANSPORT FUNDING | OTHER FUNDING SOURCE (SEE TABLE) | PUSHED TO FUTURE CIP | PROJECT DESCRIPTION                                                                                                                                                                        |
|------------------------------------------|------------------------------------------------------------------|---------------|---------------------------|---------------------|---------------------------------|----------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DEPARTMENT                               | PROJECT                                                          |               |                           |                     |                                 |                                  |                      |                                                                                                                                                                                            |
| 2025 CAPITAL IMPROVEMENTS PROJECT BUDGET |                                                                  |               |                           |                     |                                 |                                  |                      |                                                                                                                                                                                            |
| FIRE DEPARTMENT                          | HOSE, NOZZLES, APPLIANCES                                        | \$ 17,000.00  | \$ 17,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | Continued replacement of aged, damaged equipment, including 1 3/4" and 2 1/2" hose, nozzles, and appliances.                                                                               |
| LIBRARY                                  | COMPUTER REPLACEMENT                                             | \$ 5,000.00   | \$ -                      | \$ -                | \$ -                            | \$ 5,000.00                      | \$ -                 | Replace staff and patron library computers every 5 years. This cost will be reimbursed by the library's trust.                                                                             |
| LIBRARY                                  | SERVER REPLACEMENT                                               | \$ 14,000.00  | \$ -                      | \$ -                | \$ -                            | \$ 14,000.00                     | \$ -                 | Replace the library's server every 5 years. The library's server was last replaced in 2018.                                                                                                |
| LIBRARY                                  | PUBLIC FURNITURE REPLACEMENT                                     | \$ 7,000.00   | \$ -                      | \$ -                | \$ -                            | \$ 7,000.00                      | \$ -                 | Replacement of aging furniture within public spaces at library                                                                                                                             |
| LIBRARY                                  | CARPET/FLOORING REPLACEMENT                                      | \$ 4,000.00   | \$ -                      | \$ -                | \$ -                            | \$ 4,000.00                      | \$ -                 | Carpet and flooring replacement for aging/worn out carpet and flooring in Library building                                                                                                 |
| MUNICIPAL BUILDING                       | RECONFIGURE CITY MANAGER OFFICE AREAS; REMODEL RECREATION OFFICE | \$ 28,000.00  | \$ -                      | \$ 28,000.00        | \$ -                            | \$ -                             | \$ -                 | Office reconfiguration of City Manager's staff offices; remodel/reconfigure Recreation Director office and space. Part of borrowing.                                                       |
| MUNICIPAL BUILDING                       | REPLACE ALL LIGHTS WITH LED                                      | \$ 12,000.00  | \$ -                      | \$ 12,000.00        | \$ -                            | \$ -                             | \$ -                 | Replacing all lights in City Hall to LED lights will reduce energy consumption, lower maintenance costs and contribute to a more sustainable and environmentally friendly lighting system. |
| MUSEUM                                   | ELEVATOR REPAIR WORK                                             | \$ 95,000.00  | \$ -                      | \$ -                | \$ -                            | \$ 95,000.00                     | \$ -                 | Replace the main elevator controller and electronic component. Components have been obsolete for 10+ years.                                                                                |
| PARKS                                    | ROCK RIVER PARK COURT/LOT                                        | \$ 21,000.00  | \$ 21,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | Five year repair schedule for Rock River Park basketball court and parking lot.                                                                                                            |
| PARKS                                    | PARK RESTROOM REPAIR/REPLACE                                     | \$ 15,000.00  | \$ -                      | \$ -                | \$ -                            | \$ 15,000.00                     | \$ -                 | Replace counters, damaged partitions/doors, fixtures and plumbing as budget allows.                                                                                                        |
| PARKS                                    | FORD F150 PICKUP                                                 | \$ 43,500.00  | \$ -                      | \$ 43,500.00        | \$ -                            | \$ -                             | \$ -                 | Replace 2003 F150 pickup (22 years old) due to rocker panel, cab corners and box rusting.                                                                                                  |
| POLICE DEPARTMENT                        | SQUAD CARS                                                       | \$ 138,000.00 | \$ -                      | \$ 138,000.00       | \$ -                            | \$ -                             | \$ -                 | 2 squad replacements per year + changeover costs (1 squad in 2026, 2027, 2029)                                                                                                             |
| POLICE DEPARTMENT                        | ELECTRONIC CONTROL DEVICES                                       | \$ 15,000.00  | \$ 15,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | 8 EDC replacements-Tazer (6 year cycle)                                                                                                                                                    |
| PUBLIC WORKS - OPERATIONS                | PAVEMENT CRACK ROUTER                                            | \$ 26,000.00  | \$ -                      | \$ 26,000.00        | \$ -                            | \$ -                             | \$ -                 | Replaces 28 year old worn out router                                                                                                                                                       |
| PUBLIC WORKS - OPERATIONS                | WALK BEHIND PAVEMENT SAW                                         | \$ 14,000.00  | \$ 4,000.00               | \$ 10,000.00        | \$ -                            | \$ -                             | \$ -                 | Replaces 26 year old worn out saw; partial borrowing/partial GF CIP Levy                                                                                                                   |
| PUBLIC WORKS - OPERATIONS                | WING PLOW ATTACHMENT                                             | \$ 18,000.00  | \$ 18,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | Addition to plow truck (Fleet 4)                                                                                                                                                           |
| PUBLIC WORKS - OPERATIONS                | SCAG ZERO TURN MOWER                                             | \$ 18,000.00  | \$ 18,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | New terrace mower. Old mower to be located at the airport, pending Airport mower w CARES.                                                                                                  |

### SECTION R - 2025 CAPITAL IMPROVEMENTS PROJECT BUDGET

City of Fort Atkinson  
2025 Capital Improvements Projects Budget  
Expenditure Detail

| PROJECT LINE ITEM                        |                         | 2025 REQUEST | 2025 PROPOSED LEVY FUNDED | 2024-2025 BORROWING | 2025 PROPOSED TRANSPORT FUNDING | OTHER FUNDING SOURCE (SEE TABLE) | PUSHED TO FUTURE CIP | PROJECT DESCRIPTION                                                                              |
|------------------------------------------|-------------------------|--------------|---------------------------|---------------------|---------------------------------|----------------------------------|----------------------|--------------------------------------------------------------------------------------------------|
| DEPARTMENT                               | PROJECT                 |              |                           |                     |                                 |                                  |                      |                                                                                                  |
| 2025 CAPITAL IMPROVEMENTS PROJECT BUDGET |                         |              |                           |                     |                                 |                                  |                      |                                                                                                  |
| PUBLIC WORKS - OPERATIONS                | F250 4X4 PICK UP TRUCKS | \$ 52,000.00 | \$ 12,000.00              | \$ 40,000.00        | \$ -                            | \$ -                             | \$ -                 | Replaces 23 year old 2002 F250 (Truck 22); partial funding through borrowing/partial GF CIP levy |

The table below outlines the funding sources and cost of the current request and the other items requested on the agenda. The majority of proposed purchases received favorable pricing

proposals, except for the wing plow attachment. The table shows the net positive cost of the five total CIP purchases against the approved budget. The Public Works Operations Division is committed to working within the budgets approved by the City Council.

| 2025 Public Works Capitol Improvement Plan Purchases |              |                     |                |                                    |                 |
|------------------------------------------------------|--------------|---------------------|----------------|------------------------------------|-----------------|
| ITEM DESCRIPTION                                     | LEVY FUNDING | 2024/2025 BORROWING | TOTAL APPROVED | SPENT TO-DATE /<br>current request | REMAINING FUNDS |
| F250 4x4 Pickup Truck                                | \$ 12,000.00 | \$ 40,000.00        | \$ 52,000.00   | \$ 49,857.50                       | \$ 2,142.50     |
| Walk Behind Pavement Saw                             | \$ 4,000.00  | \$ 10,000.00        | \$ 14,000.00   | \$ 11,166.00                       | \$ 2,834.00     |
| Scag Zero Turn Mower                                 | \$ 18,000.00 |                     | \$ 18,000.00   | \$ 15,551.96                       | \$ 2,448.04     |
| Pavement Crack Router                                |              | \$ 26,000.00        | \$ 26,000.00   | \$ 22,250.00                       | \$ 3,750.00     |
| Wing Plow Attachment                                 | \$ 18,000.00 |                     | \$ 18,000.00   | \$ 26,761.00                       | \$ (8,761.00)   |
|                                                      | \$ 52,000.00 | \$ 76,000.00        | \$ 128,000.00  | \$ 125,586.46                      | \$ 2,413.54     |

Note that the net positive of the five purchases is \$2,413.54, including the wing plow attachment, which exceeded the anticipated budget amount by \$8,761.00. These tables are relevant to the next three items on the agenda as well.

## RECOMMENDATION

Staff recommends approval of the **Purchase of a Core Cut Self-Propelled Walk Behind Pavement Saw** from Patriot Contractors Equipment Sales and Supply at a cost not to exceed \$11,166.00.

## ATTACHMENTS

1. Patriot Contractors Equipment Sales - Pricing 2025
2. FortAtkin1-20-25
3. Ace Cutting Equipment - Pricing



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Operation Homefront

Customer Support & Hours

Home / Saws / Walk Behind Concrete & Asphalt Saws / Gas Walk Behind Concrete & Asphalt Saws / Diamond Products-Core Cut CC2520H-26 Honda Gas Walk Behind Self Propelled Saw



Diamond Products-Core Cut  
CC2520H-26 Honda Gas Walk  
Behind Self Propelled Saw

~~\$14,966.00~~ **\$10,975.00**

Ship From

Patriot Equip Stock

Clear

Availability/Shipping: In Patriot Physical Stock

1

Add to cart

Have Questions? Call us at (866)515-7373

CLICK HERE FOR FINANCING OPTIONS

Manufacturer: Core Vac, Diamond Products

SKU: Core Cut CC2520H-26 Categories: [Gas Walk Behind Concrete & Asphalt Saws](#), [Saws](#), [Walk Behind Concrete & Asphalt Saws](#)

Description ▾

About Shipping Options ▾

Brochures/Specs ▾

Photos ▾

English

## Description

**Diamond Products-Core Cut CC2520H-26 #48419 Walk Behind Self Propelled Concrete Saw is a saw truly made for the pro!**

**UPDATE – Two saws left in our stock at this sale price of \$10,975 (next four in stock will have a higher price and most dealers sell for at least 1k more!) lower than others that do not have in stock by over . Select Ship from Patriot stock option from the above drop down menu to calculate freight. Be cautious to others online that have not updated their prices in over 2 yrs and are not a stocking dealer.**

**We price our equipment under 10k to include credit card fees, but over 10k equipment to be paid with a wire transfer or cleared business check to keep the customer's cost down (or add credit card fees in the cart). Freight is not included in the prices, but simply add unit to the cart for freight options.**

### Features & Benefits:

- Rigid high strength 3/16" steel box frame with heavy bar reinforcement
- 2 position tilt handle bars
- Push or self propelled drive
- Screw feed raise and lower with optional power raise and lower
- Cyclone air filter on gas models
- Positive gear drive to rear axle via Eaton hydrostatic transmission
- Specs show optional Electric Raise & Lower Blade



| BLADE<br>CAPACITY | MOTOR/ENGINE<br>POWER              | ELECTRIC<br>START | POWER<br>SOURCE | ENGINE/MOTOR<br>MAKE/MODEL | REMOTE<br>CYCLONE<br>AIR<br>CLEANER | RIGHT<br>OR<br>LEFT<br>HAND | PART<br>NUMBER | CATALOG<br>NUMBER |
|-------------------|------------------------------------|-------------------|-----------------|----------------------------|-------------------------------------|-----------------------------|----------------|-------------------|
| 26"               | 22.1 HP, 35.6<br>Torque (lbs.-ft.) | Yes               | Gas             | Honda® GX630               | Yes                                 | N/A                         | 5800408        | 48419             |

***Patriot Equipment offer a solid assortment of blade options in our physical stock also in Diamond Products/Core-Cut, Husqvarna & Norton Diamonds. Simply let us know what you are cutting and our prices are competitive or lower than anyone else on line for the same blade!***

## Related products



### Husqvarna Soff-Cut 5000 Early Entry Saw

Contact Us for Best Pricing

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### Multiquip SP118 Walk Behind Saw

Contact Us for Best Pricing

[See Details](#)



### Multiquip MP3 Compact Masonry Saw

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Gas Walk Behind Concrete & Asphalt Saws



**Talk with our experienced sales team today!**

**(866) 515-7373**

English

### Can't find what you're looking for?

If you see the Manufacturer of your choice, but you do not see the model you are looking for we encourage you to [contact us](#) as we are a complete dealer for all of the manufacturers featured on our website.

(866) 515-7373

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### Sales & Support

**Main Phone:** 412-447-5400

**US Toll Free:** 866-515-7373

**Sales:** Ext 2

Calls are answered **Mon - Friday 7am - 8pm**

**Sat & Sun 9am - 5pm**

**(Eastern Time)**

**Email:** [info@patriotequipment.us](mailto:info@patriotequipment.us)

## Sales & Support

**Main Phone:** 412-447-5400

**US Toll Free:** 866-515-7373

**Sales:** Ext 2

Calls are answered **Mon – Friday 7am – 8pm**

**Sat & Sun 9am – 5pm**

(Eastern Time)

## Parts Department

**Main Phone:** 412-447-5400

**US Toll Free:** 866-515-7373

**Parts:** Ext 1

Calls are answered **Mon – Friday 8am – 5pm**

## Visit Us!

Patriot Contractors Equipment Sales and Supply

1746 Butler Pike (Rt. 258 North)

Grove City, PA 16127

**Hours:** Monday – Friday 8am – 5pm

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# BADGER

**CONTRACTORS RENTAL & SUPPLY**

4033 N US HWY 51  
JANESVILLE, WI 53545  
Phone: 608-314-0722

Page: 1

**Remit To:**

BADGER CONTRACTORS RENTAL & SUPPLY  
1501 GILSON ST  
MADISON, WI 53715  
608-257-2349

## SALES QUOTE

**Customer: 254**

FT. ATKINSON PUBLIC WORKS  
700 JAMES PLACE  
FORT ATKINSON, WI 53538

**Job Site:**

FT. ATKINSON PUBLIC WORKS  
700 JAMES PLACE  
FORT ATKINSON, WI 53538

Job Tel#: 920-397-9909

Invoice #... **5061-0000**

System date. 1/17/25

Quote date.. 2/16/25

Job Loc..... 700 JAMES PLACE, FORT ATKINSON

Job No..... 20002510062

P.O. #.....

Ordered By.. TOM

Terms.....

Sales Rep... MIKE BRIER

Written by.. RYAN PATTERSON

| Qty        | Item number                                 | Unit | Price     | Amount   |
|------------|---------------------------------------------|------|-----------|----------|
| 1.00       | WALK BEHIND SAW W/ 26" GUARD CC2<br>5800408 | EA   | 12619.200 | 12619.20 |
| 1.00       | WALK BEHIND SAW W26" BLADE GUARD<br>5801453 | EA   | 14647.875 | 14647.88 |
| 1.00       | WALK BEHIND SAW W/ 26" CC2525KC-<br>5800599 | EA   | 14627.250 | 14627.25 |
| 1.00       | WALK BEHIND SAW W/ 26" GUARD CC3<br>5801307 | EA   | 18993.150 | 18993.15 |
| 1.00       | WALK BEHIND SAW W/ 26" GUARD CC3<br>5801168 | EA   | 22787.325 | 22787.33 |
| 1.00       | 26"DIAMOND BLADE PGC4500X PRO GR<br>14749   | EA   | 928.519   | 928.52   |
|            | DELIVERY CHARGE                             |      |           | N/C      |
| Sub-total: |                                             |      |           | 84603.33 |
| Tax:       |                                             |      |           | 4653.18  |
| Total:     |                                             |      |           | 89256.51 |

I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment.

Renter further acknowledges that he has read and fully understands the within rental equipment contract and agrees to be bound by all of the terms, conditions and provisions hereof. Renter acknowledges that he has received a true and correct copy of this agreement at the time of execution hereof.

CUSTOMER SIGNATURE

DATE

NAME PRINTED



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Online Safety with



**Diamond Products**  
**CC2500 GAS SELF PROPELLED CORE CUT WALK BEHIND SAW**

**SKU: 5800408**

This mid-size self-propelled saw comes standard with a crank raise and lower assembly with optional hydraulic control switch. Ability to hold a 26" blade with maximum 10-3/8" cutting depth.

**\$11,995.00**

Shipping (/policies/shipping-policy) calculated at checkout.

PRODUCT OPTIONS:

Motor

20 hp Honda GX630

Blade Guard

26"

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1

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We accept



DESCRIPTION

DIAMOND PRODUCTS CC2500 GAS CORE CUT SAW  
BLADE NOT INCLUDED, AVAILABLE SEPARATELY

Features & Benefits

- Rigid high strength 3/16" steel box frame with heavy bar reinforcement
- 2 position tilt handle bars
- Screw feed raise and lower with optional power raise / lower (shown in picture)
- Two position tilt handle bars
- Positive gear drive to rear axle via Eaton hydrostatic transmission
- Frame lift
- Cutting depth indicator
- Made in the USA!

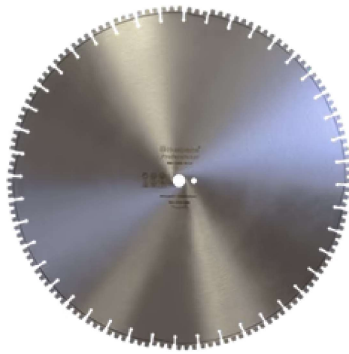
CC 2500 SPECIFICATIONS

| <u>Horsepower</u> | <u>20.8 hp</u> | <u>22.1 hp</u> | <u>25 hp</u>     | <u>25 hp</u>         |
|-------------------|----------------|----------------|------------------|----------------------|
| <b>Motor</b>      | Honda GX630    | Honda GX690    | Honda IGX800 EFI | Kohler Command CH742 |

|                    |     |     |     |     |
|--------------------|-----|-----|-----|-----|
| <b>Weight, lbs</b> | 620 | 669 | 642 | 650 |
|--------------------|-----|-----|-----|-----|

|                |   |
|----------------|---|
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| <b>REVIEWS</b> | ▼ |
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(/collections/gas-walk-behind-husqvarna-c17vc-diamond-blade-for-hard-reinforced-concrete (/collections/gas-walk-behind-concrete-saws/products/hus-582897301))

\$592.00

ADD TO CART (/COLLECTIONS/GAS-WALK-BEHIND-CONCRETE-SAWS/PRODUCTS/HUSQVARNA-C17VC-DIAMOND-BLADE-FOR-HARD-REINFORCED-CONCRETE (/collections/gas-walk-behind-concrete-saws/products/hus-582897301))



(/collections/gas-walk-behind-concrete-saws/products/cc2500-hydraulic-raise-and-lower-assembly)

**CC2500 Hydraulic Raise and Lower Assembly** (/collections/gas-walk-behind-concrete-saws/products/cc2500-hydraulic-raise-and-lower-assembly)

\$1,764.00



(/collections/gas-walk-behind-concrete-saws/products/husqvarna-fs500-gas-saw (/collections/gas-walk-behind-concrete-saws/products/husqvarna-fs500-gas-walk-behind-967045901))

\$5,599.00

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**BBB Rating: A+**

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## MEMORANDUM

**DATE:** April 15, 2025

**TO:** Fort Atkinson City Council

**FROM:** Tom Williamson, Public Works Superintendent

**RE:** Review and possible action relating to the purchase of a Scag Turf Tiger Zero Turn Mower with Hurricane Mulching Kit and Fiberglass Shade Top Kit for the Public Works Operations Division (Williamson, Public Works Superintendent)

---

### BACKGROUND

The Public Works Operations Division proposes to purchase a scag zero turn mower to replace the existing unit that has served the City for the last 5 years. The average useful life of this type of equipment, per industry standards and the Wisconsin DOT, is typically 5 years.

### DISCUSSION

Staff reached out to the City's preferred local provider, Midwest Equipment, and received favorable cost proposal of \$14,799.00, including the mulching kit. Staff also sourced a canopy shade top online at a price of \$752.96 delivered by Thunderbird Industries. These items total \$15,551.96.

Staff reviewed the low bidder, spoke with our local representative, and recommends making the purchase from Midwest Equipment.

### FINANCIAL ANALYSIS

This item was approved with an anticipated budget of \$18,000.00 and funded through the general levy fund. The proposed purchase amount for this item, including the previously detailed items, is \$15,551.96 and falls \$2,448.04 under the anticipated budget.

The tables below show the approved 2025 CIP budget and the planned purchases as included in the previous agenda item.

## SECTION R - 2025 CAPITAL IMPROVEMENTS PROJECT BUDGET

City of Fort Atkinson  
2025 Capital Improvements Projects Budget  
Expenditure Detail

| PROJECT LINE ITEM                               |                                                                  | 2025 REQUEST  | 2025 PROPOSED LEVY FUNDED | 2024-2025 BORROWING | 2025 PROPOSED TRANSPORT FUNDING | OTHER FUNDING SOURCE (SEE TABLE) | PUSHED TO FUTURE CIP | PROJECT DESCRIPTION                                                                                                                                                                        |
|-------------------------------------------------|------------------------------------------------------------------|---------------|---------------------------|---------------------|---------------------------------|----------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DEPARTMENT                                      | PROJECT                                                          |               |                           |                     |                                 |                                  |                      |                                                                                                                                                                                            |
| <b>2025 CAPITAL IMPROVEMENTS PROJECT BUDGET</b> |                                                                  |               |                           |                     |                                 |                                  |                      |                                                                                                                                                                                            |
| FIRE DEPARTMENT                                 | HOSE, NOZZLES, APPLIANCES                                        | \$ 17,000.00  | \$ 17,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | Continued replacement of aged, damaged equipment, including 1 3/4" and 2 1/2" hose, nozzles, and appliances.                                                                               |
| LIBRARY                                         | COMPUTER REPLACEMENT                                             | \$ 5,000.00   | \$ -                      | \$ -                | \$ -                            | \$ 5,000.00                      | \$ -                 | Replace staff and patron library computers every 5 years. This cost will be reimbursed by the library's trust.                                                                             |
| LIBRARY                                         | SERVER REPLACEMENT                                               | \$ 14,000.00  | \$ -                      | \$ -                | \$ -                            | \$ 14,000.00                     | \$ -                 | Replace the library's server every 5 years. The library's server was last replaced in 2018.                                                                                                |
| LIBRARY                                         | PUBLIC FURNITURE REPLACEMENT                                     | \$ 7,000.00   | \$ -                      | \$ -                | \$ -                            | \$ 7,000.00                      | \$ -                 | Replacement of aging furniture within public spaces at library                                                                                                                             |
| LIBRARY                                         | CARPET/FLOORING REPLACEMENT                                      | \$ 4,000.00   | \$ -                      | \$ -                | \$ -                            | \$ 4,000.00                      | \$ -                 | Carpet and flooring replacement for aging/worn out carpet and flooring in Library building                                                                                                 |
| MUNICIPAL BUILDING                              | RECONFIGURE CITY MANAGER OFFICE AREAS; REMODEL RECREATION OFFICE | \$ 28,000.00  | \$ -                      | \$ 28,000.00        | \$ -                            | \$ -                             | \$ -                 | Office reconfiguration of City Manager's staff offices; remodel/reconfigure Recreation Director office and space. Part of borrowing.                                                       |
| MUNICIPAL BUILDING                              | REPLACE ALL LIGHTS WITH LED                                      | \$ 12,000.00  | \$ -                      | \$ 12,000.00        | \$ -                            | \$ -                             | \$ -                 | Replacing all lights in City Hall to LED lights will reduce energy consumption, lower maintenance costs and contribute to a more sustainable and environmentally friendly lighting system. |
| MUSEUM                                          | ELEVATOR REPAIR WORK                                             | \$ 95,000.00  | \$ -                      | \$ -                | \$ -                            | \$ 95,000.00                     | \$ -                 | Replace the main elevator controller and electronic component. Components have been obsolete for 10+ years.                                                                                |
| PARKS                                           | ROCK RIVER PARK COURT/LOT                                        | \$ 21,000.00  | \$ 21,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | Five year repair schedule for Rock River Park basketball court and parking lot.                                                                                                            |
| PARKS                                           | PARK RESTROOM REPAIR/REPLACE                                     | \$ 15,000.00  | \$ -                      | \$ -                | \$ -                            | \$ 15,000.00                     | \$ -                 | Replace counters, damaged partitions/doors, fixtures and plumbing as budget allows.                                                                                                        |
| PARKS                                           | FORD F150 PICKUP                                                 | \$ 43,500.00  | \$ -                      | \$ 43,500.00        | \$ -                            | \$ -                             | \$ -                 | Replace 2003 F150 pickup (22 years old) due to rocker panel, cab corners and box rusting.                                                                                                  |
| POLICE DEPARTMENT                               | SQUAD CARS                                                       | \$ 138,000.00 | \$ -                      | \$ 138,000.00       | \$ -                            | \$ -                             | \$ -                 | 2 squad replacements per year + changeover costs (1 squad in 2026, 2027, 2029)                                                                                                             |
| POLICE DEPARTMENT                               | ELECTRONIC CONTROL DEVICES                                       | \$ 15,000.00  | \$ 15,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | 8 EDC replacements-Tazer (6 year cycle)                                                                                                                                                    |
| PUBLIC WORKS - OPERATIONS                       | PAVEMENT CRACK ROUTER                                            | \$ 26,000.00  | \$ -                      | \$ 26,000.00        | \$ -                            | \$ -                             | \$ -                 | Replaces 28 year old worn out router                                                                                                                                                       |
| PUBLIC WORKS - OPERATIONS                       | WALK BEHIND PAVEMENT SAW                                         | \$ 14,000.00  | \$ 4,000.00               | \$ 10,000.00        | \$ -                            | \$ -                             | \$ -                 | Replaces 26 year old worn out saw; partial borrowing/partial GF CIP Levy                                                                                                                   |
| PUBLIC WORKS - OPERATIONS                       | WING PLOW ATTACHMENT                                             | \$ 18,000.00  | \$ 18,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | Addition to plow truck (Fleet 4)                                                                                                                                                           |
| PUBLIC WORKS - OPERATIONS                       | SCAG ZERO TURN MOWER                                             | \$ 18,000.00  | \$ 18,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | New terrace mower. Old mower to be located at the airport, pending Airport mower w CARES.                                                                                                  |

| 2025 Public Works Capitol Improvement Plan Purchases |              |                     |                |                                    |                 |
|------------------------------------------------------|--------------|---------------------|----------------|------------------------------------|-----------------|
| ITEM DESCRIPTION                                     | LEVY FUNDING | 2024/2025 BORROWING | TOTAL APPROVED | SPENT TO-DATE /<br>current request | REMAINING FUNDS |
| F250 4x4 Pickup Truck                                | \$ 12,000.00 | \$ 40,000.00        | \$ 52,000.00   | \$ 49,857.50                       | \$ 2,142.50     |
| Walk Behind Pavement Saw                             | \$ 4,000.00  | \$ 10,000.00        | \$ 14,000.00   | \$ 11,166.00                       | \$ 2,834.00     |
| Scag Zero Turn Mower                                 | \$ 18,000.00 |                     | \$ 18,000.00   | \$ 15,551.96                       | \$ 2,448.04     |
| Pavement Crack Router                                |              | \$ 26,000.00        | \$ 26,000.00   | \$ 22,250.00                       | \$ 3,750.00     |
| Wing Plow Attachment                                 | \$ 18,000.00 |                     | \$ 18,000.00   | \$ 26,761.00                       | \$ (8,761.00)   |
|                                                      | \$ 52,000.00 | \$ 76,000.00        | \$ 128,000.00  | \$ 125,586.46                      | \$ 2,413.54     |

**RECOMMENDATION**

Staff recommends approval of the **purchase of a Scag Zero Turn Mower with Hurricane Mulch Kit and Canopy Shad Cover** from Midwest Equipment and Thunderbird Industries at a cost not to exceed \$15,551.96.

**ATTACHMENTS**

- Midwest Scag Proposal 2025





Home (/) | Shop By Brand (/Shop-By-Brand\_c\_12.html) | Dixie Chopper (/dixie-chopper.html) |  
TX Series Canopy Kit: Black (https://thunderbirdaz.com/tx6-kit)

SEARCH Q



## TX Series Canopy Kit: Black

Write a Review  
Your Price: \$599.99  
Item #: TX6-X22

### CHOOSE OPTIONS

#### Canopy Included \*

TX6 Fiberglass Canopy



#### Mounting Kit Included - Select Your Roll Size \*

MKX22: Mounting Kit for 2" x 2" Vertical Roll Bar

Quantity 1 + - Add to Cart



Ups Ground \$152.97  
\$ 752.96



## MEMORANDUM

**DATE:** April 15, 2025

**TO:** Fort Atkinson City Council

**FROM:** Tom Williamson, Public Works Superintendent

**RE:** Review and possible action relating to the purchase of a Crafcro Model 30 Pavement Crack Router with Dust Control Kit for the Public Works Operations Division (Williamson, Public Works Superintendent)

---

### BACKGROUND

Staff is requesting to purchase a Crafcro Model 30 Pavement Router with Dust Control Kit to replace the existing unit that has served the City for the last 28 years. The average useful life of this type of equipment, per industry standards and the Wisconsin DOT, is typically 6 to 8 years.

### DISCUSSION

Staff reached out to two providers, Sherwin Industries of Milwaukee, WI and Midstates Equipment of Mountain Lake, MN. Sherwin Industries provided a proposal for \$22,250.00, and Midstates Equipment provided a proposal for \$24,025.00.

Staff is very familiar with the low bidder, having purchased several pieces of equipment and supplies from them, along with warranty service and repairs, and recommends the purchase from Sherwin Industries.

### FINANCIAL ANALYSIS

This item was approved in the 2025 CIP with an anticipated budget of \$26,000.00 and funded through the 2024/2025 Borrowing. The proposed purchase amount for this item is \$22,250.00 and falls \$3,750.00 under the anticipated budget.

Below the Council will see sheet 212, Section R, of the approved CIP for 2025 showing the items requested by the Public Works Department and the related funding sources.

## SECTION R - 2025 CAPITAL IMPROVEMENTS PROJECT BUDGET

City of Fort Atkinson  
2025 Capital Improvements Projects Budget  
Expenditure Detail

| PROJECT LINE ITEM                        |                                                                  | 2025 REQUEST  | 2025 PROPOSED LEVY FUNDED | 2024-2025 BORROWING | 2025 PROPOSED TRANSPORT FUNDING | OTHER FUNDING SOURCE (SEE TABLE) | PUSHED TO FUTURE CIP | PROJECT DESCRIPTION                                                                                                                                                                        |
|------------------------------------------|------------------------------------------------------------------|---------------|---------------------------|---------------------|---------------------------------|----------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DEPARTMENT                               | PROJECT                                                          |               |                           |                     |                                 |                                  |                      |                                                                                                                                                                                            |
| 2025 CAPITAL IMPROVEMENTS PROJECT BUDGET |                                                                  |               |                           |                     |                                 |                                  |                      |                                                                                                                                                                                            |
| FIRE DEPARTMENT                          | HOSE, NOZZLES, APPLIANCES                                        | \$ 17,000.00  | \$ 17,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | Continued replacement of aged, damaged equipment, including 1 3/4" and 2 1/2" hose, nozzles, and appliances.                                                                               |
| LIBRARY                                  | COMPUTER REPLACEMENT                                             | \$ 5,000.00   | \$ -                      | \$ -                | \$ -                            | \$ 5,000.00                      | \$ -                 | Replace staff and patron library computers every 5 years. This cost will be reimbursed by the library's trust.                                                                             |
| LIBRARY                                  | SERVER REPLACEMENT                                               | \$ 14,000.00  | \$ -                      | \$ -                | \$ -                            | \$ 14,000.00                     | \$ -                 | Replace the library's server every 5 years. The library's server was last replaced in 2018.                                                                                                |
| LIBRARY                                  | PUBLIC FURNITURE REPLACEMENT                                     | \$ 7,000.00   | \$ -                      | \$ -                | \$ -                            | \$ 7,000.00                      | \$ -                 | Replacement of aging furniture within public spaces at library                                                                                                                             |
| LIBRARY                                  | CARPET/FLOORING REPLACEMENT                                      | \$ 4,000.00   | \$ -                      | \$ -                | \$ -                            | \$ 4,000.00                      | \$ -                 | Carpet and flooring replacement for aging/worn out carpet and flooring in Library building                                                                                                 |
| MUNICIPAL BUILDING                       | RECONFIGURE CITY MANAGER OFFICE AREAS; REMODEL RECREATION OFFICE | \$ 28,000.00  | \$ -                      | \$ 28,000.00        | \$ -                            | \$ -                             | \$ -                 | Office reconfiguration of City Manager's staff offices; remodel/reconfigure Recreation Director office and space. Part of borrowing.                                                       |
| MUNICIPAL BUILDING                       | REPLACE ALL LIGHTS WITH LED                                      | \$ 12,000.00  | \$ -                      | \$ 12,000.00        | \$ -                            | \$ -                             | \$ -                 | Replacing all lights in City Hall to LED lights will reduce energy consumption, lower maintenance costs and contribute to a more sustainable and environmentally friendly lighting system. |
| MUSEUM                                   | ELEVATOR REPAIR WORK                                             | \$ 95,000.00  | \$ -                      | \$ -                | \$ -                            | \$ 95,000.00                     | \$ -                 | Replace the main elevator controller and electronic component. Components have been obsolete for 10+ years.                                                                                |
| PARKS                                    | ROCK RIVER PARK COURT/LOT                                        | \$ 21,000.00  | \$ 21,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | Five year repair schedule for Rock River Park basketball court and parking lot.                                                                                                            |
| PARKS                                    | PARK RESTROOM REPAIR/REPLACE                                     | \$ 15,000.00  | \$ -                      | \$ -                | \$ -                            | \$ 15,000.00                     | \$ -                 | Replace counters, damaged partitions/doors, fixtures and plumbing as budget allows.                                                                                                        |
| PARKS                                    | FORD F150 PICKUP                                                 | \$ 43,500.00  | \$ -                      | \$ 43,500.00        | \$ -                            | \$ -                             | \$ -                 | Replace 2003 F150 pickup (22 years old) due to rocker panel, cab corners and box rusting.                                                                                                  |
| POLICE DEPARTMENT                        | SQUAD CARS                                                       | \$ 138,000.00 | \$ -                      | \$ 138,000.00       | \$ -                            | \$ -                             | \$ -                 | 2 squad replacements per year + changeover costs (1 squad in 2026, 2027, 2029)                                                                                                             |
| POLICE DEPARTMENT                        | ELECTRONIC CONTROL DEVICES                                       | \$ 15,000.00  | \$ 15,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | 8 EDC replacements-Tazer (6 year cycle)                                                                                                                                                    |
| PUBLIC WORKS - OPERATIONS                | PAVEMENT CRACK ROUTER                                            | \$ 26,000.00  | \$ -                      | \$ 26,000.00        | \$ -                            | \$ -                             | \$ -                 | Replaces 28 year old worn out router                                                                                                                                                       |
| PUBLIC WORKS - OPERATIONS                | WALK BEHIND PAVEMENT SAW                                         | \$ 14,000.00  | \$ 4,000.00               | \$ 10,000.00        | \$ -                            | \$ -                             | \$ -                 | Replaces 26 year old worn out saw; partial borrowing/partial GF CIP Levy                                                                                                                   |
| PUBLIC WORKS - OPERATIONS                | WING PLOW ATTACHMENT                                             | \$ 18,000.00  | \$ 18,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | Addition to plow truck (Fleet 4)                                                                                                                                                           |
| PUBLIC WORKS - OPERATIONS                | SCAG ZERO TURN MOWER                                             | \$ 18,000.00  | \$ 18,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | New terrace mower. Old mower to be located at the airport, pending Airport mower w CARES.                                                                                                  |

| 2025 Public Works Capital Improvement Plan Purchases |              |                     |                |                                    |                 |
|------------------------------------------------------|--------------|---------------------|----------------|------------------------------------|-----------------|
| ITEM DESCRIPTION                                     | LEVY FUNDING | 2024/2025 BORROWING | TOTAL APPROVED | SPENT TO-DATE /<br>current request | REMAINING FUNDS |
| F250 4x4 Pickup Truck                                | \$ 12,000.00 | \$ 40,000.00        | \$ 52,000.00   | \$ 49,857.50                       | \$ 2,142.50     |
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| Scag Zero Turn Mower                                 | \$ 18,000.00 |                     | \$ 18,000.00   | \$ 15,551.96                       | \$ 2,448.04     |
| Pavement Crack Router                                |              | \$ 26,000.00        | \$ 26,000.00   | \$ 22,250.00                       | \$ 3,750.00     |
| Wing Plow Attachment                                 | \$ 18,000.00 |                     | \$ 18,000.00   | \$ 26,761.00                       | \$ (8,761.00)   |
|                                                      | \$ 52,000.00 | \$ 76,000.00        | \$ 128,000.00  | \$ 125,586.46                      | \$ 2,413.54     |

**RECOMMENDATION**

Staff recommends approval of the purchase of a **Crafco Model 30 Pavement Router with Dust Control Kit** from Sherwin Industries, Inc. at a cost not to exceed \$22,250.00.

**ATTACHMENTS**

- 1-14-25-Fort Atkinson
- City of Fort Atkinson - Router Quote - 01152025



**Sherwin Industries, Inc.**

# QUOTATION

2129 W. MORGAN AVENUE MILWAUKEE, WI 53221 PHONE (414) 281-6400 FAX (414) 281-6404

## Customer Information:

City of Fort Atkinson

700 James Place

Fort Atkinson, WI 53538

Tom Williamson

EMAIL: [twilliamson@fortatkinsonwi.net](mailto:twilliamson@fortatkinsonwi.net)

Date: 1/14/25

**NOTE:** Quotation is good for 30 days from the above date.

Prices quoted are for quantities shown only.

| PART #      | DESCRIPTION                                  | UNIT PRICE | PER | QUANTITY | TOTAL       |
|-------------|----------------------------------------------|------------|-----|----------|-------------|
| 21350H-AZ03 | Crafco Model 30 Dust Control Router w/Clutch |            |     |          | \$21,250.00 |
|             |                                              |            |     |          |             |
|             |                                              |            |     |          |             |
|             |                                              |            |     |          |             |
|             |                                              |            |     |          |             |
|             |                                              |            |     |          |             |
|             |                                              |            |     |          |             |
|             |                                              |            |     |          |             |
|             |                                              |            |     |          |             |
|             |                                              |            |     |          |             |

IF YOU HAVE ANY QUESTIONS CONCERNING THIS QUOTATION,  
PLEASE CONTACT MIKE BAIER  
PHONE (414) 405-6511  
EMAIL: [MBAIER@SHERWININDUSTRIES.COM](mailto:MBAIER@SHERWININDUSTRIES.COM)

|           |             |
|-----------|-------------|
| SUBTOTAL  | \$21,250.00 |
| FREIGHT   | \$1,000.00  |
| SALES TAX | N/A         |
| TOTAL     | \$22,250.00 |

# MIDSTATES

EQUIPMENT & SUPPLY

606 County Rd. #1  
Mountain Lake, MN 56159  
Tel. (507) 427-3807  
Fax (507) 427-3709  
Toll Free 1-800-929-3807

January 15, 2025

City of Fort Atkinson  
Attn: Tom Williamson  
Fort Atkinson, WI  
920-397-9909  
[twilliamson@fortatkinsonwi.gov](mailto:twilliamson@fortatkinsonwi.gov)

Tom,

Thank you for the opportunity to quote routers for your asphalt maintenance needs. I have listed the prices for the items you are interested in. Please keep in mind that you are responsible for any sales tax due in your own state.

### Marathon Routers

**This router would need to be ordered in:**

#### **1 – 2025 Marathon CR300KDC Asphalt Crack Router with Dust Collection System**

**\$23,500.00 + \$525.00 Freight + any  
options added**

#### **Standard Specs:**

27hp Kohler Engine with dual element air cleaning system with pre-cleaner  
Hour meter installed on handlebar  
Carbide tipped router blades, pins & washers installed on router head  
8" centrifugal blower with steel wheel  
4" Heavy duty urethane hosing  
3" horsehair dust seal  
Quick release gate to easily empty dust bag  
Painted Grey

#### **Optional Options for the CR300KDC:**

|                              |                   |
|------------------------------|-------------------|
| Upgraded Premium Router Head | <b>\$3,000.00</b> |
| Safety Interlock Lever       | <b>\$420.00</b>   |
| LED Work light installed     | <b>\$630.00</b>   |

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***This router below is another option. You would need to wear the N-95 mask with this router. We currently have 2 new 2024 CR300K Routers in stock. The routers below do not have the dust control system.***

**The routers are F.O.B Mt. Lake, MN, or we can get you an LTL freight rate to have it delivered.**

#### **1– New 2024 Marathon CR300K Asphalt Crack Router with 27hp Kohler Engine**

**\$16,800.00 Each**

#### **Standard Unit:**

27hp Kohler Engine with dual element air cleaning system with pre-cleaner  
Hour meter installed on handlebar  
One set of carbide tipped router blades, pins and washers installed on router head  
Painted Grey

**CR300K Router Supplies:**

*The items below need to have an UPS shipping charge added to the prices, unless they are being picked up or shipped with a router.*

- Bits with Hub/Shoulder @ \$430.00 per set
- Marathon Router Pins @ \$22.95 per pin
- Washers - \$85.00 per box of 100 washers

**TERMS:** Owner agrees that all payments required under this Contract shall be due and payable within 30 days of date of invoice. Owner further agrees that Midstates Equipment & Supply may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorney's fees (if any attorney is retained for collection) shall be added to the unpaid balance. Midstates Equipment & Supply reserves the right, without penalty from Owner, to stop service or shipment if the Owner does not make payments to Midstates Equipment & Supply when due. This Proposal/Contract may be withdrawn by Midstates Equipment & Supply if not accepted within 30 days, or at anytime, subject to increases related to material prices as noted above.

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal may be withdrawn if not accepted within 30 days.

Date of Acceptance \_\_\_\_\_

PO# \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

If you have any questions, please do not hesitate to call.

Sincerely,



Bradley J. Borgen

MIDSTATES EQUIPMENT & SUPPLY

BJB(ab)

**City of Fort Atkinson – Router Quote 01152025**



## MEMORANDUM

**DATE:** April 15, 2025

**TO:** Fort Atkinson City Council

**FROM:** Tom Williamson, Public Works Superintendent

**RE:** Review and possible action relating to the purchase of a Wing Plow System and Installation onto a Single Axle Plow Truck (Fleet No. 4) for the Public Works Operations Division (Williamson, Public Works Superintendent)

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### BACKGROUND

The final 2025 General Fund and Capitol Improvement Projects funding budgets were approved by the City Council in November 2024 at the regular meeting on November 19th. The 2025 Department of Public Works Capitol Improvement Projects budget included the purchase of several pieces of equipment to replace older and some worn-out items. Those items include a Ford F250 service truck with a rear lift gate (previously approved by City Council and ordered), a walk behind pavement saw, a scag zero turn mower, a pavement crack router, and a wing plow attachment with installation. The F250 is not part of the purchase requests before the Council tonight. The four remaining items up for approval are included in tonight's packet and will be presented in the following order: 1 - Walk Behind Pavement Saw, 2 - Scag Zero Turn Mower, 3 - Pavement Crack Router, and 4 - Wing Plow Attachment for a single-axle plow truck (Fleet No. 4).

### DISCUSSION

This memo is a request for the purchase of a Wing Plow Attachment for a single-axle plow truck (Fleet 4) and also includes added details to assist the City Council with possible action on all the remaining CIP purchase items included in the 2025 Public Works budget section. This request seeks approval to purchase a Wing Plow Attachment to add to one of the fleet plow trucks that was ordered years ago without one. The average useful life of this type of equipment (pursuant to industry standards and the Wisconsin DOT) is typically 15 years. The Department reached out to the original upfitter of Fleet Truck No. 4 for a proposal to add a wing plow attachment. Monroe responded with a proposal of \$26,761.00 for all parts and labor. Below the Council will find the financial analysis data pertaining to the approved CIP Budgeted items, amount spent to date, and remaining balances. Department staff is very familiar with the low bidder, having purchased several pieces of equipment and supplies from them, along with warranty service and repairs, and felt comfortable making the purchase from Monroe Truck Equipment.

### FINANCIAL ANALYSIS

This item was approved with an anticipated budget of \$18,000.00 and funded through the General Levy fund. The proposed purchase amount for this item is \$26,761.00 and falls \$8,761.00.00 over the anticipated budget. Below the Council will see sheet 212, Section R, of the approved CIP for 2025 showing the items requested by the Public Works Department and the related funding sources.

SECTION R - 2025 CAPITAL IMPROVEMENTS PROJECT BUDGET

City of Fort Atkinson  
2025 Capital Improvements Projects Budget  
Expenditure Detail

| PROJECT LINE ITEM                        |                                                                  | 2025 REQUEST  | 2025 PROPOSED LEVY FUNDED | 2024-2025 BORROWING | 2025 PROPOSED TRANSPORT FUNDING | OTHER FUNDING SOURCE (SEE TABLE) | PUSHED TO FUTURE CIP | PROJECT DESCRIPTION                                                                                                                                                                        |
|------------------------------------------|------------------------------------------------------------------|---------------|---------------------------|---------------------|---------------------------------|----------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DEPARTMENT                               | PROJECT                                                          |               |                           |                     |                                 |                                  |                      |                                                                                                                                                                                            |
| 2025 CAPITAL IMPROVEMENTS PROJECT BUDGET |                                                                  |               |                           |                     |                                 |                                  |                      |                                                                                                                                                                                            |
| FIRE DEPARTMENT                          | HOSE, NOZZLES, APPLIANCES                                        | \$ 17,000.00  | \$ 17,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | Continued replacement of aged, damaged equipment, including 1 3/4" and 2 1/2" hose, nozzles, and appliances.                                                                               |
| LIBRARY                                  | COMPUTER REPLACEMENT                                             | \$ 5,000.00   | \$ -                      | \$ -                | \$ -                            | \$ 5,000.00                      | \$ -                 | Replace staff and patron library computers every 5 years. This cost will be reimbursed by the library's trust.                                                                             |
| LIBRARY                                  | SERVER REPLACEMENT                                               | \$ 14,000.00  | \$ -                      | \$ -                | \$ -                            | \$ 14,000.00                     | \$ -                 | Replace the library's server every 5 years. The library's server was last replaced in 2018.                                                                                                |
| LIBRARY                                  | PUBLIC FURNITURE REPLACEMENT                                     | \$ 7,000.00   | \$ -                      | \$ -                | \$ -                            | \$ 7,000.00                      | \$ -                 | Replacement of aging furniture within public spaces at library                                                                                                                             |
| LIBRARY                                  | CARPET/FLOORING REPLACEMENT                                      | \$ 4,000.00   | \$ -                      | \$ -                | \$ -                            | \$ 4,000.00                      | \$ -                 | Carpet and flooring replacement for aging/worn out carpet and flooring in Library building                                                                                                 |
| MUNICIPAL BUILDING                       | RECONFIGURE CITY MANAGER OFFICE AREAS; REMODEL RECREATION OFFICE | \$ 28,000.00  | \$ -                      | \$ 28,000.00        | \$ -                            | \$ -                             | \$ -                 | Office reconfiguration of City Manager's staff offices; remodel/reconfigure Recreation Director office and space. Part of borrowing.                                                       |
| MUNICIPAL BUILDING                       | REPLACE ALL LIGHTS WITH LED                                      | \$ 12,000.00  | \$ -                      | \$ 12,000.00        | \$ -                            | \$ -                             | \$ -                 | Replacing all lights in City Hall to LED lights will reduce energy consumption, lower maintenance costs and contribute to a more sustainable and environmentally friendly lighting system. |
| MUSEUM                                   | ELEVATOR REPAIR WORK                                             | \$ 95,000.00  | \$ -                      | \$ -                | \$ -                            | \$ 95,000.00                     | \$ -                 | Replace the main elevator controller and electronic component. Components have been obsolete for 10+ years.                                                                                |
| PARKS                                    | ROCK RIVER PARK COURT/LOT                                        | \$ 21,000.00  | \$ 21,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | Five year repair schedule for Rock River Park basketball court and parking lot.                                                                                                            |
| PARKS                                    | PARK RESTROOM REPAIR/REPLACE                                     | \$ 15,000.00  | \$ -                      | \$ -                | \$ -                            | \$ 15,000.00                     | \$ -                 | Replace counters, damaged partitions/doors, fixtures and plumbing as budget allows.                                                                                                        |
| PARKS                                    | FORD F150 PICKUP                                                 | \$ 43,500.00  | \$ -                      | \$ 43,500.00        | \$ -                            | \$ -                             | \$ -                 | Replace 2003 F150 pickup (22 years old) due to rocker panel, cab corners and box rusting.                                                                                                  |
| POLICE DEPARTMENT                        | SQUAD CARS                                                       | \$ 138,000.00 | \$ -                      | \$ 138,000.00       | \$ -                            | \$ -                             | \$ -                 | 2 squad replacements per year + changeover costs (1 squad in 2026, 2027, 2029)                                                                                                             |
| POLICE DEPARTMENT                        | ELECTRONIC CONTROL DEVICES                                       | \$ 15,000.00  | \$ 15,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | 8 EDC replacements-Tazer (6 year cycle)                                                                                                                                                    |
| PUBLIC WORKS - OPERATIONS                | PAVEMENT CRACK ROUTER                                            | \$ 26,000.00  | \$ -                      | \$ 26,000.00        | \$ -                            | \$ -                             | \$ -                 | Replaces 28 year old worn out router                                                                                                                                                       |
| PUBLIC WORKS - OPERATIONS                | WALK BEHIND PAVEMENT SAW                                         | \$ 14,000.00  | \$ 4,000.00               | \$ 10,000.00        | \$ -                            | \$ -                             | \$ -                 | Replaces 26 year old worn out saw; partial borrowing/partial GF CIP Levy                                                                                                                   |
| PUBLIC WORKS - OPERATIONS                | WING PLOW ATTACHMENT                                             | \$ 18,000.00  | \$ 18,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | Addition to plow truck (Fleet 4 )                                                                                                                                                          |
| PUBLIC WORKS - OPERATIONS                | SCAG ZERO TURN MOWER                                             | \$ 18,000.00  | \$ 18,000.00              | \$ -                | \$ -                            | \$ -                             | \$ -                 | New terrace mower. Old mower to be located at the airport, pending Airport mower w CARES.                                                                                                  |

The next table will assist the Council in understanding the current request and also the remaining memorandum requests that follow this agenda item. The Council will see that the majority of proposed purchases receive very favorable pricing proposals. However, the final request has been proposed to be considerably higher than the anticipated budget. This spreadsheet demonstrates the commitment of the Public Works Department to work within the budgets provided, and approved, by the City Council.

| 2025 Public Works Capitol Improvement Plan Purchases |              |                     |                |                                    |                 |
|------------------------------------------------------|--------------|---------------------|----------------|------------------------------------|-----------------|
| ITEM DESCRIPTION                                     | LEVY FUNDING | 2024/2025 BORROWING | TOTAL APPROVED | SPENT TO-DATE /<br>current request | REMAINING FUNDS |
| F250 4x4 Pickup Truck                                | \$ 12,000.00 | \$ 40,000.00        | \$ 52,000.00   | \$ 49,857.50                       | \$ 2,142.50     |
| Walk Behind Pavement Saw                             | \$ 4,000.00  | \$ 10,000.00        | \$ 14,000.00   | \$ 11,166.00                       | \$ 2,834.00     |
| Scag Zero Turn Mower                                 | \$ 18,000.00 |                     | \$ 18,000.00   | \$ 15,551.96                       | \$ 2,448.04     |
| Pavement Crack Router                                |              | \$ 26,000.00        | \$ 26,000.00   | \$ 22,250.00                       | \$ 3,750.00     |
| Wing Plow Attachment                                 | \$ 18,000.00 |                     | \$ 18,000.00   | \$ 26,761.00                       | \$ (8,761.00)   |
|                                                      | \$ 52,000.00 | \$ 76,000.00        | \$ 128,000.00  | \$ 125,586.46                      | \$ 2,413.54     |

It's important to note that the final bold number in the bottom right corner of the above exhibit represents a CIP Borrow fund savings of \$2,413.54, including the Wing Plow having exceeded the anticipated budget amount by \$8,761.00. The final memo that follows this memo will reflect the same exhibits above for the Council's review.

### RECOMMENDATION

Staff recommends approval of the **purchase of a Wing Plow Attachment** from Monroe Truck Equipment at a cost not to exceed \$26,761.00.

### ATTACHMENTS

1. QUOTE9KB2000108-0-FORTATKINSONCITYOF WINGINSTALL

1051 W 7th Street  
Monroe, WI 53566  
Sales Rep: Eric Krahenbuhl  
Ph: (262) 269-6322  
www.MonroeTruck.com

J.O. #  
Quotation ID: 9KB2000108  
Date: 2/14/2025  
Valid thru: 3/16/2025  
Terms: NET 30  
Quoted by: Kevin Book  
Ph/Fax: /

**Quoted to:**

FORT ATKINSON, CITY OF (ATTN: )  
ATTN ACCOUNTS PAYABLE  
N 101 MAIN ST  
FT ATKINSON, WI 53538

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

Email:

**Chassis Information**

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

**Notes:**

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

| Description                                                                                | Amount |
|--------------------------------------------------------------------------------------------|--------|
| <b>9' MONROE, DOUBLE FUNCTION, TAPERED, TRIP-EDGE, PATROL WING (RIGHT SIDE)</b>            |        |
| - 35" HIGH INBOARD, 40.5" OUTBOARD, 3/16" THICK MOLDBOARD                                  |        |
| - 4" X 4" X 3/4", A36 STEEL, BOTTOM ANGLE W/ 1" THICK WELDED TRIP HINGE BLOCKS             |        |
| - TOP OF BOTTOM ANGLE BOXED TO THE MOLDBOARD W/ 3/4" PLATE FOR ADDITIONAL STRENGTH         |        |
| - 1/2" THICK ONE-PIECE VERTICAL & INTERLACED DESIGNED HORIZONTAL RIBS                      |        |
| - MAILBOX TRIM ON DISCHARGE END                                                            |        |
| - STANDARD 100% WELDED                                                                     |        |
| - TRIP SECTION ANGLE ASSEMBLY: 3/4" X 3" X 4", A36 STEEL W/ 3/4" THICK TRIP HINGE BLOCKS   |        |
| - ANGLES PIVOT ON 1-1/4" COLD ROLLED, 1040 STEEL HELD IN PLACE BY 3/4" X 2" EXPANSION PINS |        |
| - (6) 3/4" SQUARE WIRE TORSION SPRINGS W/ 3-3/4" OUTSIDE DIAMETER & 11" COILS              |        |
| - SHOT BLASTED & POWDER COATED ORANGE                                                      |        |
| - POWDER COATED BLACK HARDWARE                                                             |        |
| - HYDRAULIC HOSE RING                                                                      |        |
| - CARBIDE CUTTING EDGE                                                                     |        |
| - AMBER LED AIRBLADE                                                                       |        |
| - MARKERS: 36" FLUORESCENT ORANGE (PAIR)                                                   |        |
| - MTE LED WORKLIGHT                                                                        |        |
| - INSTALLED                                                                                |        |
| <b>HYDRAULICS UPGRADE</b>                                                                  |        |
| - ADD EXTERNAL 4 WAY VALVE MOUNTED NEAR EXSISTING VALVES BEHIND CAB                        |        |
| - RUBBER HOSES AND FITTINGS FOR WING TOE/HEEL                                              |        |
| - NEW CONTROL STAND TO ACCOMMODATE NEW CONTROLS                                            |        |

Quote Total: \$26,761.00

Down Payment Due Date: \_\_\_\_\_

**Additional Options:**

| Description                                | Amount        | Add to quote? |
|--------------------------------------------|---------------|---------------|
| <b>SINGLE AIRBAG KIT W/ MANUAL CONTROL</b> | <b>\$1237</b> | Yes / No      |
| - OPTION IF NEEDED.                        |               |               |
| <b>STAINLESS HYDRAULIC LINE UPGRADE</b>    | <b>\$214</b>  | Yes / No      |

**Terms & Conditions**

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

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

|                                                                                                            |                                                                                                        |                     |
|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|---------------------|
| Re-Assign (Required for all pool units):<br><input type="checkbox"/> Fleet <input type="checkbox"/> Retail | MSO/MCO (ONLY check if legally required):<br><input type="checkbox"/> MCO <input type="checkbox"/> MSO |                     |
| Customer Signature:                                                                                        | Customer P.O. Number:                                                                                  | Date of Acceptance: |

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

### **SCOPE AND VALIDITY**

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

### **2. OFFERS, ORDERS AND CONFIRMATION**

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

### **3. PRICES**

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

### **4. PAYMENT TERMS**

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

### **5. SECURITY INTEREST**

- 5.1.** If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's

Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

## **6. OBLIGATIONS OF CUSTOMER**

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

## **7. DELIVERY AND ACCEPTANCE**

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

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

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

## **8. EXAMINATION AND CONFORMITY TO ORDER**

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

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

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

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

## **9. LIMITED PRODUCT WARRANTY**

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

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

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

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

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

## **10. LIMITATION OF LIABILITY**

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

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

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

## **11. CONFIDENTIALITY**

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

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

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

**11.4.** In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

## **12. INTELLECTUAL PROPERTY**

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

## **13. FORCE MAJEURE**

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

## **14. MISCELLANEOUS**

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

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

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

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

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

## **15. ENTIRE AGREEMENT; CONFLICTS.**

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

## **16. APPLICABLE LAW AND JURISDICTION**

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

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

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