



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

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, SEPTEMBER 16, 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

+1 312 626 6799

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

AGENDA

- 1. Call meeting to order**
- 2. Roll call**
- 3. Pledge of Allegiance**
- 4. 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 September 2, 2025, City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - b. Review and possible action relating to the **minutes of the September 9, 2025, Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - c. Review and possible action relating to the **minutes of the September 9, 2025, Finance Committee** (Ebbert, Clerk/Treasurer/Finance Director)
 - d. Review and possible action relating to the **minutes of the September 10, 2025, Sex Offender Residence Board meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - e. Review and possible action relating to the **minutes of the September 11, 2025,**

Transportation and Traffic Review Committee meeting (Ebbert, Clerk/Treasurer/Finance Director)

- f. Review and possible action relating to **building, plumbing, and electrical permit report for August 2025** (Draeger, Building Inspector/Zoning Administrator)
- g. Review and possible action relating to the City Clerk-issued **License and Permit Report for August 2025** (Ebbert, Clerk/Treasurer/Finance Director)
- h. Review and possible action relating to **City Sewer, Water, and Stormwater Utility Financial Statements** as of August 31, 2025 (Ebbert, Clerk/Treasurer/Finance Director)
- i. Review and possible action on a **Special Event: Fort Polar Path - Fort Atkinson Animated Holiday Light Display, October 25, 2025 - January 12, 2026** (Ebbert, Clerk/Treasurer/Finance Director)
- j. Review and possible action on a **Special Event: Magic on Janesville Avenue, Friday, December 5, 2025, 4:00- 6:30 pm** (Ebbert, Clerk/Treasurer/Finance Director)
- k. Review and possible action relating to a **Temporary Retailer's License** for Rotary Club of Fort Atkinson Wine Walk, on October 10, 2025. (Ebbert, Clerk/Treasurer/Finance Director)
- l. Review and possible action on a **Special Event: Rotary Wine Walk Friday, Oct. 10, 2025, from 4:30-8:30 pm in downtown Fort Atkinson** (Ebbert, Clerk/Treasurer/Finance Director)
- m. Review and possible action on a **Special Event: Haunted Hike Friday, Oct. 17, 2025 and Saturday, Oct. 18, 2025 from 6 to 9 pm at Haumerson's Pond** (Ebbert, Clerk/Treasurer/Finance Director)
- n. Review and possible action on a **Special Event: Kiwanis Trunk or Treat, Friday, October 31, 2025, 6:00 - 8:00 pm at Jones Park** (Ebbert, Clerk/Treasurer/Finance Director)

5. Public Hearings

- 6. Public Comment for Matters on the Agenda:** *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, and contact information. No action will be taken on any public comments unless the item is also elsewhere on the agenda.*

7. Petitions, Requests, and Communications

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

8. Resolutions and Ordinances

- a. Review and possible action relating to a Resolution **requesting exemption from the County Library Tax** for the City of Fort Atkinson (Houseman, City Manager)
- b. Second and possible third/final reading of an Ordinance to create Section 98-59 of the City of Fort Atkinson Code of General Ordinances relating to **Lead Lateral Service Line Replacement** (Navin, Director of Public Works)

9. Reports of Officers, Boards, and Committees

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

10. Unfinished Business

11. New Business

- a. Review and possible action relating to the rental agreement for **agricultural land at the Fort Atkinson Municipal Airport** (Navin, Director of Public Works)
- b. Review and possible action relating to a **rental agreement for hunting land on City-owned property near the Wastewater Treatment Facility** (Navin, Director of Public Works)
- c. Review and possible action relating to a **rental agreement for agricultural land on City-owned property in the Klement Business Park** (Navin, Director of Public Works)
- d. Review and possible action relating to a **rental agreement for agricultural hay land on City-owned property in the Klement Business Park** (Navin, Director of Public Works)
- e. Review and possible action relating to the **replacement of the Senior Center Roof** (Dayton, Director of Parks and Recreation)
- f. Review and possible action relating to the purchase of bleachers, soccer goals, and concrete work included in the **Kiwanis Field Facility Improvement Project at Rock River Park** (Dayton, Parks and Recreation Director)
- g. Review and possible action relating to the Agreement between the City of Fort Atkinson and **Fort Atkinson Firefighters - Local 580 for 2026-2029** (Peterson, Fire Chief)
- h. Review and possible action relating to the **2026 S. Main St. Pedestrian Path Construction Bid Award** (Navin, Director of Public Works)
- i. Review and possible action relating to a contract with **KL Engineering for Banker Road realignment design** (Navin, Director of Public Works)
- j. Review and possible action relating to an Agreement between the City of Fort Atkinson and the **Town of Koshkonong for Fire/EMS Services** (Peterson, Fire Chief)
- k. Review and possible action relating to an Agreement between the City of Fort

Atkinson and the **Town of Hebron for Fire/EMS Services** (Peterson, Fire Chief)

- l. Review and possible action relating to an Agreement between the City of Fort Atkinson and the **Town of Oakland for Fire/EMS Services** (Peterson, Fire Chief)
- m. Review and possible action relating to an Agreement between the City of Fort Atkinson and the **Town of Jefferson for Fire/EMS Services** (Peterson, Fire Chief)
- n. Review and possible action relating to an Agreement between the City of Fort Atkinson and the **Town of Sumner for Fire/EMS Services** (Peterson, Fire Chief)
- o. Review and possible action relating to a Condominium Plat for **Habitat for Humanity** located at 700 Schumacher Way (Draeger, Director of Neighborhood and Building Services)

12. Miscellaneous

13. Public Comment for Matters Not on the Agenda: *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.*

14. 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)

15. Adjournment

Date Posted: September 12, 2025

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

Visit us online! City news and information can be found at www.fortatkinsonwi.gov, and be sure to follow us on Facebook @FortAtkinsonWI.



**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, SEPTEMBER 2, 2025 – 7:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

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

2. Roll call

Present: Council representatives: Huckabee, Lescohier, Schultz and President Jaeckel. Also present: City Manager, City Clerk/Treasurer/Finance Director, City Attorney, Director of Public Works, Park & Recreation Director, Public Works Superintendent and Fire Chief.

Excused absence: Cm. Johnson.

3. Pledge of Allegiance

President Jaeckel led the Pledge of Allegiance.

4. Consent Agenda

Schultz moved, seconded by Huckabee to approve the Consent Agenda items 4.a through 4.e. Motion carried.

- a. *Review and possible action relating to the **minutes of the August 18, 2025, Joint Review Board meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- b. *Review and possible action relating to the **minutes of the August 19, 2025, Ordinance Committee Meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- c. *Review and possible action relating to the **minutes of the August 19, 2025 City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- d. *Review and possible action relating to the **minutes of the August 26, 2025 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- e. *Review and possible action on a **Special Event: HFH Rural Rally Tailgate, Thursday, October 30, 2025 from 5:00 - 7:00 pm** (Ebbert, Clerk/Treasurer/Finance Director)*

5. Public Hearings

None.

6. Public Comment for Matters on the Agenda

John Hausz, 104 Jefferson Street - spoke on the agenda item regarding the improvement of Kiwanis fields in Rock River park. He supports the improvements that are not funded by tax payers.

7. Petitions, Requests, and Communications

None.

8. Resolutions and Ordinances

- a. First reading of an Ordinance to create Section 98-59 of the City of Fort Atkinson Code of General Ordinances relating to **Lead Lateral Service Line Replacement** (Navin, Director of Public Works)*

Director Navin began, as presented on July 1, 2025 the City of Fort Atkinson is required to complete a WIDNR approved Lead Service Line Replacement Plan. A requirement of that plan is a lead service replacement ordinance. The intent and purpose of the ordinance is to create legal authority for full replacement of lead service lines on the public and private side to ensure full compliance with state and federal requirements for this program. This will ensure that the water quality at every tap of each utility customer meets the quality standards specified under federal and state law, to ideally reduce the lead contaminant level to zero, and to eliminate the constriction of water flow caused by mineral deposits inside lead pipes. Property owners who fail to replace a customer-side Lead Water Service Line, as required by this ordinance, may in accordance with PSC Chapter 185.37 have their water service discontinued, to such property, until the customer-side Lead Water Service Line is replaced. The addition of this ordinance will allow the City to apply for funding to help offset some of the costs associated with Lead Service Laterals as well as provide an opportunity for low-interest loans for private side replacements. There will be no costs associated until the City's Lead Service Line Program is approved and construction begins. The Ordinance Committee reviewed and recommended approval at their August 19, 2025 meeting.

Huckabee moved, seconded by Lescohier to direct the City Manager to prepare the ordinance for a second and possible third and final reading at the meeting on September 16, 2025. Motion carried.

9. Reports of Officers, Boards, and Committees

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

10. Unfinished Business

None.

11. New Business

- a. *Review and possible action relating to the **2026 Recycling Grant Application** to the Wisconsin Department of Natural Resources (Navin, Director of Public Works)*

Director Navin stated the 2026 Recycling Grant Application has been completed and is attached for reference. This is an annual grant program through the Wisconsin Department of Natural Resources. The grant award supplements the cost of both recycling and composting for the City. The City's estimated recycling expenditure in 2026 is \$287,423.40, as outlined in the attachment. The total represents an increase over the estimated 2025 recycling expenditures due to the new contract with John's Disposal. Per the agreement with John's, the City will pay \$6.05 per unit per month for recycling. There are an estimated 3,959 units in the city. The WDNR has provided around \$35,000 in grant funds over the last several years. In 2026, WDNR is expected to provide a similar amount. If the application is approved, staff will budget a similar amount of revenue in the State Recycling revenue account (01-42-0042-6600) in the 2026 budget.

Huckabee moved, seconded by Schultz to approve the 2026 Recycling Grant and authorize staff to sign and submit the application to the Wisconsin Department of Natural Resources. Motion carried.

- b. *Review and possible action on a **Public Monument Review for the Kiwanis Field Facility Improvements Project** at Rock River Park (Dayton, Director Parks and Recreation)*

Director Dayton stated that the Parks and Recreation Department staff have been collaborating with the Fort Atkinson Kiwanis Club, the Fort Youth Tackle Football Club (FYTF), and the Jefferson County United Soccer Club (JC United), to develop a plan aimed at improving accessibility for players and spectators, as well as enhancing spectator seating, field lighting, and the multipurpose use of the fields at the Rock River Park. Phase One involves the installation of a permanent path that will connect the parking lot to the concessions stand and the spectator seating area, the replacement of bleachers, and the addition of new soccer goals. Phase Two of the project includes the addition of new field lighting fixtures. Currently, there are 32 light fixtures on the south field and 24 on the north field. The proposed replacement will feature energy-efficient LED lights and more durable metal poles. Future phases will address the replacement of fencing, parking needs, and other site improvements. The Kiwanis Club has been fundraising for the project along with a grant from the Fort Atkinson Community Foundation. Phase one is approximately \$40,000 of improvements with phase two rounding out at approximately \$70,000 of improvements.

Schultz moved, seconded by Huckabee to approve the request for a Public Monument/Building Review for the Kiwanis Field Improvements Project, including the installation of an accessibility path, bleacher pads, new aluminum bleachers, a concrete concessions patio, and field lighting (phase 2). Motion carried.

12. Public Comment for Matters Not on the Agenda

John Hausz, 104 Jefferson Street - stated a get-well card is circulating for signatures of the City Council and Staff. He also asked about a sand grading machine that was purchased in prior years.

13. 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)*

Schultz moved, seconded by Huckabee to approve the list of Verified Claims as presented. Motion carried on a roll call vote.

14. Miscellaneous

- a. *The City Council will adjourn into closed session pursuant to State Stat. §19.85(1)(e) to **conduct other specified business**, where competitive or bargaining reasons require a closed session [City Fire/EMS Agreements with Town Partners and Fire/EMS Union Contract] (Houseman, City Manager)*

Lescohier moved, seconded by Huckabee to convene in closed session pursuant State Stat. §19.85(1)(e) to conduct other specified business, where competitive or bargaining reasons require a closed session [City Fire/EMS Agreements with Town Partners and Fire/EMS Union Contract]. Motion carried on a voice vote.

15. Adjournment

Schultz moved, seconded by Huckabee to adjourn. Meeting adjourned at 7:46 pm.

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, SEPTEMBER 9, 2025 – 4:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

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

2. Roll call

Present: Commission members: Ciccarelli, Kessenich, Chairperson Manager Houseman, DPW Navin and Council Rep Schultz. Also present: Director of Neighborhood Services, City Clerk/Treasurer/Finance Director and City Attorney.

Absent: Commissioner Hough and Shull

3. New Business

a. Review and possible action relating to the *minutes of the August 26, 2025 Plan Commission meeting* (Ebbert, Clerk/Treasurer/Finance Director)

Cm. Ciccarelli would like more detail added to the minutes regarding comments made on agenda items.

Schultz moved, seconded by Ciccarrelli to approve the minutes of the August 26, 2025 Plan Commission minutes. Motion carried.

b. *Concept Plan: Planned Unit Development for Premier Bank Parking Lot (PUD-2025-03)* (Draeger, Director of Neighborhood and Building Services)

Director Draeger stated that Premier Bank owns two parcels of land located between Main Street and Edward Street, with road frontage along N. Water Street East. One of these parcels is a gravel parking lot, while the other contains a dilapidated vacant building that was previously used as an auto alignment shop. The property owner proposes to demolish the existing building on the eastern parcel and combine the two parcels into a single lot to develop a 15-stall off-site parking lot. This new parking lot would provide additional spaces for bank staff and customers, helping meet parking needs as part of the bank's ongoing development. The proposed off-site parking lot is situated directly across the street from Premier Bank's existing on-site parking lot. Pedestrians could use one of two nearby intersections to safely cross N. Water Street East or an additional pedestrian mid-block crossing could be added to assist in facilitating safe pedestrian movements. The

concept plan includes two access points and 15 parking spaces, with stalls arranged at a 90-degree angle. The western access point looks to align with Premier Bank's existing on-site parking lot access point to the south. Additionally, the proposed off-site parking lot area is currently interconnected between several other adjacent properties. The applicant will need to secure cross-access easements between each of the neighboring properties to ensure connectivity and accessibility. The applicant is seeking Plan Commission review of the Concept Plan only, as an initial step toward a potential future Planned Unit Development (PUD). The General Development Plan (GDP) and Specific Implementation Plan (SIP) will be submitted for Plan Commission consideration at a later date, pending the outcome of this Concept Plan review. The property's location, not directly fronting Main Street, further minimizes the impact on the historic streetscape, while still providing essential support to downtown activity. By providing off-site parking, the development will reduce future pressure on nearby shared parking resources, enhancing the long-term parking strategy for the downtown area. While there is room for improvement in the concept plan, particularly in further refining how the off-site parking lot could better integrate landscaping and traffic circulation, the proposal represents a step forward in meeting both immediate infrastructure needs and broader redevelopment goals for the downtown area. City staff supports this proposal based on its potential to improve public infrastructure, remove safety hazards, and help coordinate the long-term redevelopment of the downtown area.

Ciccarrelli questioned current parking for residents on Main Street, which is signed at the back of the building. Draeger stated those lots are not part of the proposal. Russ Turk Premier Bank stated that access exists for the residents and will remain. Turk spoke with the building owners, and they were pleased with the concept proposal and access. Ciccarrelli suggested refinements to the proposal regarding the curb cuts.

No action was taken.

- c. *Review and possible action relating to a Condominium Plat for **Habitat for Humanity** located at 700 Schumacher Way (CPR-2025-2) (Draeger, Director of Neighborhood and Building Services)*

Director Draeger provided the proposed project that involves splitting an existing parcel to create a condominium, allowing each unit in the structure to be separately owned while the balance of the site remains commonly owned. The property is zoned DR-8, which permits two-family land uses. This parcel was originally created and rezoned in 2023, when Fort Healthcare developed the new subdivision and road (Schumacher Way). The site is surrounded by single-family homes to the east, west, and south, with a medical clinic to the north. A two-unit residential building is already under construction on the property, featuring a detached garage and a shared driveway that will serve both homes. The applicant is pursuing a Condominium Plat to make individual ownership possible for each unit. The proposed Condominium Plat aims to create an opportunity for a unique

form of homeownership in Fort Atkinson that is infrequently utilized. There are a wide range of community goals and adopted plans that indicate the City's support for diversifying its housing stock and providing new ownership opportunities. The proposed project helps accomplish those goals.

Ciccarrelli commented on the location of the garages for this unit on the submitted plat and suggested adjustments to allow a larger yard and shorter driveway. Draeger stated there was no discussion on the submitted layout.

Ciccarrelli moved, seconded by Schultz to approve the Condominium Plan for Habitat for Humanity located at 700 Schumacher Way. Motion carried.

d. Update on previous Plan Commission approved projects (Houseman)

Ciccarelli inquired on the construction of the flex buildings in the Industrial park.

Houseman stated plans have not been submitted, therefore no update at this time.

4. Adjournment

Schultz moved, seconded by Kessenich to adjourn. Meeting adjourned at 4:28 pm.

Respectfully submitted,

Michelle Ebbert

City Clerk/Treasurer/Finance Director



**FINANCE COMMITTEE MEETING
IN PERSON
TUESDAY, SEPTEMBER 9, 2025 – 5:00 PM
CITY HALL – SECOND FLOOR CONFERENCE ROOM**

MINUTES

1. Call meeting to order

President Jaeckel called the meeting to order at 5:00 pm.

2. Roll call

Present: Council representatives Huckabee, Lescohier and President Jaeckel. Also present: City Manager, City Clerk/Treasurer/Finance Director and Director of Public Works.

3. Public Comment

- a. The Finance Committee will receive public comments relating to matters on the agenda. Speakers must be City residents, property owners, or business representatives. 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.*
- None.

4. New Business

- a. Update on Classification and Compensation Study (Houseman, City Manager)*
Manager Houseman presented information relating to the ongoing classification and compensation study by MGT. The Finance Committee discussed the 2025 proposed pay grades and pay ranges, the proposed 2026 cost of living adjustments for full-time and part-time staff, and the proposed 2026 wages for seasonal staff.
- b. Review and possible recommendation to the City Council relating to the draft 2026 Schedule of Fees (Houseman, City Manager)*
Manager Houseman presented the draft fee schedule for the 2026 budget.
Items noted include:
1. Special garbage on property tax bill - \$231 per year per unit receiving curbside collection services (\$19.25 per month).
 2. Minor adjustments on building permits fees.
 3. Code Enforcement Reinspection fees

4. Land use application fees and updates to reflect staff time and review
5. Park & Recreation equipment replacement fees and gym rental

Lescohier moved, seconded by Huckabee to recommend the City Council approve the 2026 Schedule of Fees. Motion carried.

c. *Review and possible recommendation to the City Council relating to a special charge for garbage and recycling collection (Houseman, City Manager)*

Manager Houseman discussed how the City Council took action at the meeting on August 5, 2025 to approve a proposal from John's Disposal for curbside garbage and recycling collection services starting on January 1, 2026. The proposal included a five-year contract, which renews automatically unless either party terminates. The initial cost of the contract is \$19.25 per unit per month. With an estimated number of units receiving service of 3,959, that equates to \$914,529 per year or \$231.00 per unit per year. As mentioned during several previous City Council meetings, the state-imposed levy limits prohibit the City from raising more operating revenue through property taxes beyond the rate of net new construction. The City's property tax levy cannot bear the increased cost of the new garbage and recycling service contract. The special charge on the tax bill would be on the 2025 tax bill, payable in 2026, for services to be rendered in 2026. If the City Council chooses to remove this service from the tax levy, then State Statutes require the City to reduce the property tax levy by the amount equivalent to the cost of the garbage collection fees from the 2013 levy (2014 budget), or roughly \$506,236.

Huckabee moved, seconded by Lescohier to recommend the City Council approve a special charge for garbage and recycling collection. Motion carried.

5. Adjournment

Lescohier moved, seconded by Huckabee to adjourn. Meeting adjourned at 6:30 pm.

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



**SEX OFFENDER RESIDENCE BOARD MEETING
IN PERSON AND VIA ZOOM
WEDNESDAY, SEPTEMBER 10, 2025 – 10:00 AM
CITY HALL – COUNCIL CHAMBERS**

MINUTES

1. Call meeting to order

Chairperson Manager Houseman called the meeting to order at 10:00 am.

2. Roll call

Present: Manager Houseman, Chief Bump, Board Member Parsons, Board Member Rottmann and Council Rep Schultz. Also present: Capt. Lindsey, Attorney Westrick and Clerk/Treasurer Ebbert.

3. New Business

a. Review and possible action relating to the Sex Offender Residence Appeal Form from Scott Andrew Zoellner.

Capt Lindsey introduced the case, Mr. Zoellner. The location of residency requested is within restrictions according to the Ordinance. Mr Zoellner was asked how he obtained the information, Zoellner stated he received a file via his cell phone that included inappropriate content. He attempted to delete the data. Law enforcement was notified via online resources of the data transmitted and Mr. Zoellner was contacted. He is serving a sentence for convictions. Mr. Zoellner was asked if he had support in the Fort Atkinson area. He confirmed family is out of State however a sister is in Rock County. Zoellner previously lived in Whitewater, Fort Atkinson and Clinton and is seeking to return to the Jefferson County area.

Schultz moved to adjourn into closed session to discuss medical, personal or social history and treatment options of the appellants pursuant to Wisconsin Statutes Section 19.85(1)(f). Seconded by Parsons and motion carried unanimously.

Schultz moved, seconded by Bump to return to open session. Motion carried unanimously.

Mr. Zoellner was asked about the specific residence he requested. He stated he had lived in this property prior and applied to return. Chairperson Houseman discussed the residency restrictions in the Ordinance and informed the applicant, should he select a different address in Fort Atkinson, he may have to submit another appeal request. The

location of residency is within 1,500 feet of 9 prohibited addresses/other locations noted within the Ordinance restrictions.

Parsons moved, seconded by Schultz to deny the applicant's request for a waiver to reside at 28 E. Sherman Avenue. Motion carried unanimously.

4. Adjournment

Bump moved, seconded by Schultz to adjourn. Meeting adjourned at 10:36 am.

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



**TRANSPORTATION & TRAFFIC REVIEW COMMITTEE MEETING
IN PERSON AND VIA ZOOM
THURSDAY, SEPTEMBER 11, 2025 – 2:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

Chairperson Navin called the meeting to order at 2:00 p.m.

2. Roll call

Members Present: Chairperson Navin, Police Chief Bump, Council Representative Jaeckel, Citizen Member Maas, School District Representative Moehling. Absent: Superintendent Williamson, City Electrician Nick Armstrong. Also present: Manager Houseman, Public Relations Executive Assistant Weihert, Brown Cab Representative Lisa Kudick.

3. Approval of Minutes

*a. Review and possible action relating to the **minutes of the December 12, 2024 Transportation and Traffic Review Committee***

Motion to approve the minutes of the December 12, 2024 meeting made by Bump and second by Maas. Motion carried.

4. Parking Requests: None

5. Speed Limit Reviews

a. Review of speed limits on N. Main St., N. High St., and E. Blackhawk Drive between N. Main and N. High streets.

Community member Amy Lutzke submitted a Traffic Review Request to adjust the speed limits on N. Main and N. High streets and Blackhawk Dr. between N. Main and N. High. Chief Bump noted there have been no complaints on E. Blackhawk Dr., of the three locations mentioned, he stated N. High St. deserves a look.

Manager Houseman stated the City doesn't have direct control over the speed limit on N. Main St., due to it being a connecting highway. Bump agreed due to the experience of trying to lower the speed limit on Hwy 12.

Navin stated that staff will continue to monitor the areas for issues. No action was taken.

6. Traffic Signal Reviews

a. Transition to four-way stop at Reena Ave. at Rangita St. intersection.

Chief Bump filled out a Traffic Review Request with the intent to transition Reena Ave. at Rangita St. into a 4-way stop intersection and add a stop sign on Reena Ave. southbound at Montclair Pl. to reduce speed of vehicles traveling on the road in that area and to breakup traffic flow and congestion before and after school. The change will reduce residential perceptions of speed, reckless driving, and unsafe congestion.

Council President Jaeckel asked about the curve in the road in the area. He stated he is neutral on the stop sign at Premier Pl and Rangita St. Bump stated the street is wide enough and he doesn't see that as a concern.

Motion was made by Bump and seconded Maas to transition Reena Ave. at Rangita St. into a 4-way stop intersection. Motion carried.

Jaeckel made a motion and seconded by Maas to add a four-way stop intersection at Reena Ave. and Montclair Pl. as well as trim the tree at the intersection for better visibility. Motion carried.

7. Miscellaneous: None

8. Transit Items

a. Update from Brown Cab on ridership and marketing for 2025

- *Service Hours (Brown Cab)*
- *Ridership Trends (Brown Cab)*
- *Institutional Fares (Brown Cab)*
- *Staffing (Brown Cab)*
- *Vehicle Updates (City)*
- *Contract Status (City)*

Brown Cab representative Lisa Kudick, regional manager, gave an update on service hours, ridership trends, institutional fares, staffing and marketing for 2025.

Fares and agency trips are up for 2025. Total hours for the year are currently 10 hours

over the 8,000 hours budgeted for the year at this time.

Public Relations Executive Assistant Sarah Weihert gave an update on the status of City vehicles and the contract status with Brown Cab as well as expected fares for 2026.

9. Safe Routes to School: None

10. Adjournment

Bump moved to adjourn, seconded by Maas. Motion carried.

Meeting adjourned at 2:31 p.m.

Respectfully submitted by
Sarah Weihert, Public Relations Executive Assistant



Permit Report

08/01/2025 - 08/31/2025

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

Group: Add/Alter Commercial

8/22/2025	25686	615 Madison Ave	Tom McCulloch	Add/Alter Commercial	10.2 kw roof solar array	26,284	\$295.00
8/5/2025	25627	1303 Madison Ave	1031 Properties LLC	Add/Alter Commercial	Frame up half walls for offices	500	
							\$295.00

Group Total: 2

Group: Commercial/ Industrial

8/20/2025	25676	1357 Marigold Dr	Randy Schmiedel	Commercial/ Industrial	New 4 Unit townhome building	27,000	
8/14/2025	25664	201 N Main St	Adele	Commercial/ Industrial	Install dishwasher and sink	2,000	

Group Total: 2

Group: Deck

8/21/2025	25683	4 and 6 Talcott Ave	Bruce Tipton	Deck	Rebuild both existing 6x8 landings on rear of duplex. Both are required means of egress for the living units.	1,500	\$109.00
8/18/2025	25668	343 Grant St	Dale Talamantes	Deck	Replacing front deck landing with new slightly larger wood deck landing.	6,000	\$73.50
8/12/2025	25646	406 Wilcox St	Audrey Hering	Deck	Back Deck	1,250	
8/4/2025	25620	418 N High St	DANIELLE J SLACK	Deck	replace small entry way stoop with deck	5,000	\$68.00
							\$250.50

Group Total: 4

Group: Demo/Raze

8/12/2025	25647	423 Whitewater Ave	Fort Atkinson Historical Society	Demo/Raze	Removal of house	25,000	\$85.00
-----------	-------	--------------------	----------------------------------	-----------	------------------	--------	---------

							\$85.00
--	--	--	--	--	--	--	----------------

Group Total: 1

Group: detached garage

8/27/2025	25690	211 Shirley St.	Joshua Anderson	detached garage	Rebuild garage	7,000	
8/20/2025	25678	113 Wilson ave	JOHN AND JANE ANDERSON TRUST	detached garage	ADD SUB PANEL AND WIRE DETACHED GARAGE	1,000	\$80.00
							\$80.00

Group Total: 2

Group: Electrical

8/28/2025	25703	263 Heritage Dr	JT Developers & Consultants LLC	Electrical	2 unit condo building, 200A UG electrical service per side - Fees all on permit under 263 Heritage	5,000	
8/22/2025	25685	1501 Commonwealth Dr	Roger McMunn	Electrical	add more outlets to kitchen	920	\$60.00
8/21/2025	25681	414 Mc Kee Ct	Southgate Freeman	Electrical	Generator Installation	12,964	\$140.00
8/21/2025	25680	510 Roosevelt St	Ron Siegel	Electrical	Generator Installation	13,497	\$130.00
8/18/2025	25670	700 Schumacher Way	HABITAT FOR HUMANITY OF WAUKESHA	Electrical	Duplex new construction - 200 amp - garages 1 circuit per side - electric WH - Furnaces in Ceiling,	13,000	\$392.00
8/11/2025	25641	100 Harrison St	James Hansen	Electrical	Circuit to detached garage	1,000	\$60.00
8/6/2025	25630	1000 Madison Ave	LSM Fort Atkinson LLC	Electrical	Office remodel- 16 lights, 7 switches, 20 outlets, 4 data jacks	2,000	\$60.00
8/5/2025	25626	1411 Stacy Ln	Ben Messerschmidt	Electrical	Generator Installation	15,286	\$140.00
							\$982.00

Group Total: 8

Group: Fence

8/27/2025	25699	1225 Erick St	Donna M. Smith	Fence	Replace 6 ft. tall wood fence with 6ft tall vinyl	10,000	\$60.00
-----------	-------	---------------	----------------	-------	---	--------	---------

8/11/2025	25644	505 E Milwaukee Ave	Richard Meier	Fence	4ft Black Aluminum Fence along West boundary	12,000	\$60.00
8/7/2025	25637	802 Mc Coy Park Rd	Michael Baker	Fence	6' Tall privacy Fence	4,000	\$60.00
							\$180.00

Group Total: 3

Group: Fire Suppression

8/27/2025	25698	1233 Janesville Ave	Nicole Verhage	Fire Suppression	Kitchen Hood Fire Suppression Installation Captive Aire System	0	

Group Total: 1

Group: HVAC

8/27/2025	25697		ANNE DENNIS	HVAC	REPLACE A/C	0	
8/27/2025	25696		JAKE BURROW	HVAC	REPLACE A/C	0	
8/27/2025	25695		BRAD WILCOX	HVAC	REPLACE FURNACE AND A/C	0	
8/27/2025	25694		MARK BERNHARDT	HVAC	REPLACE FURNACE AND A/C	0	
8/27/2025	25693		ANNETTE GATES	HVAC	REPLACE A/C	0	
8/27/2025	25692		JOAN CALLAN	HVAC	REPLACE A/C	0	
8/13/2025	25662	403 Glenview Ct	JANELLE PADINGER	HVAC	REPLACE A/C	0	\$70.00
8/13/2025	25661	1519 Rangita	ERIC HUDSON	HVAC	REPLACE A/C	0	\$70.00
8/13/2025	25660	80 JACKSON ST.	DAVE BOIE	HVAC	REPLACE A/C	0	\$70.00
8/13/2025	25659	302 W. HILLTOP TRAIL	RUDY BUSHCOTT	HVAC	REPLACE FURNACE AND A/C	0	\$105.00
8/13/2025	25658	813 W. BLACKHAWK DRIVE	DEAN HANKE	HVAC	REPLACE FURNACE AND A/C	0	\$105.00
8/13/2025	25657	315 ROGERS ST.	GREG SAMBS	HVAC	REPLACE FURNACE AND A/C	0	\$105.00
8/13/2025	25656	9 TALCOTT	DENNIS ROCKWOOD	HVAC	REPLACE FURNACE AND A/C	0	\$105.00
8/13/2025	25655	312 LUCILE ST	NICOLE FLETCHER	HVAC	REPLACE A/C	0	\$70.00

8/13/2025	25654	1607 JAMESWAY	CHERYL FELLER	HVAC	REPLACE FURNACE AND A/C	0	\$105.00
8/13/2025	25653	806 CASWELL ST.	BECKY ZAHN	HVAC	REPLACE FURNACE AND A/C	0	\$105.00
8/13/2025	25652	211 HILLTOP TRAIL W	RITA ROLLAND	HVAC	REPLACE A/C	0	\$70.00
8/13/2025	25651	413 HETH ST.	KAREN HAUBENSCHILD	HVAC	REPLACE FURNACE AND A/C	0	\$105.00
8/13/2025	25650	1001 PAWNEE COURT	JODI HARE-PAYNTER	HVAC	REPLACE FURNACE AND A/C	0	\$105.00
8/8/2025	25640	611 E Sherman Ave	Greg Dempsey	HVAC	Replacement of air handling unit #18	125,000	\$95.00
8/8/2025	25639	611 E Sherman Ave	Greg Dempsey	HVAC	Disconnecting Steam humidifiers, replacing two exhaust fans and minor exhaust duct modifications.	155,000	\$160.00
8/7/2025	25634		Dana Bohm	HVAC	Replace Furnace and AC	12,825	
8/7/2025	25633	604 N Main St	Terry Dinkle	HVAC	Replacing Boiler and Replacing electric water heater with gas power vent water heater	8,000	\$105.00
8/1/2025	25617	107 E Sherman Ave	Cindy Padilla	HVAC	Replace Furnace and Air Conditioning Equipment	19,342	\$105.00
							\$1,655.00

Group Total: 24

Group: Other

8/26/2025	25688	421 Memorial Dr	JORDAN ANDREW MCCONLEY	Other	Basement finishing - Adding 1 bedroom, office, 1 bathroom, common space	50,000	\$210.00
8/4/2025	25622	328 Grove St	Tina Vrana	Other	Repairs to unit after fire damage: Replacement of 5 windows, minor HVAC, some framing repairs and insulation. Plumbing & electrical permits will be pulled by subcontractors. Full scope of work	12,000	\$251.50

					attached to application.		
							\$461.50

Group Total: 2

Group: Plumbing

8/21/2025	25684	29 W Sherman Ave	Bekim Lumani	Plumbing	Replacing a grease interceptor/increased size	1,000	\$85.00
8/21/2025	25682	429 Mc Comb St	Juan Romero	Plumbing	Replace valve before water meter	1,600	\$60.00
8/20/2025	25677	316 Craig St	Robert & Leslie LaMuro	Plumbing	replacing current tub base with shower base no walls or plumbing being moved	16,204	\$60.00
8/14/2025	25666	1321 Commonwealth	Juan Garcia	Plumbing	First floor bathtub and surround being replaced with a walk-in shower and surround including the mixing valve and trap.	14,864	\$60.00
8/6/2025	25632	700 Schumacher Way	Habitat For Humanity	Plumbing	new duplex and the laterals	27,000	\$655.00
8/5/2025	25624	614 Madison Ave	Jacob Boos	Plumbing	Replacing lead Water Service	0	\$110.00
8/1/2025	25618	113 Wilson Ave	John Anderson	Plumbing	Toilet, Lav, utility sink, 2 floor drains, WH, hose bib	0	\$77.00
							\$1,107.00

Group Total: 7

Group: Private Driveway

8/13/2025	25648	320 E Cramer St	Tim	Private Driveway	Replacing blacktop with concrete from garage floor to city sidewalk	6,500	\$50.00
							\$50.00

Group Total: 1

Group: Right of Way Opening Permit

8/29/2025	25706	88 Monroe street	Barry Rasmussen	Right of Way Opening Permit	Concrete driveway only	0	\$50.00
8/28/2025	25704	1016 elsie st	TDS Metrocom, LLC	Right of Way Opening Permit	boring conduit in ROW, terrace, PUE,		

					pulling fiber in 1-1.25" HDPE conduit		
8/28/2025	25702	640 GRANT STREET		Right of Way Opening Permit	REPLACE VALVE #53287		
8/20/2025	25674	114 S Fifth St	Maurice Jenks Trust	Right of Way Opening Permit	City Sidewalk	1,500	\$50.00
8/11/2025	25643	1355 TRILLIUM DR		Right of Way Opening Permit	PRIMARY EXTENSION W/TRANSFORMER WR#5106425		
8/6/2025	25629	312 Maple St.	Brady Pennewell	Right of Way Opening Permit	sidewalk and approach	0	\$50.00
8/4/2025	25621	1106 N HIGH ST		Right of Way Opening Permit	ELECTRIC - PHASE CHANGE OVERHEAD POLE WORK	0	\$50.00
							\$200.00

Group Total: 7

Group: Roofing/Siding

8/28/2025	25705	313 Highland Ave	Jessica Granzow	Roofing/Siding	Roof replacement	14,518	\$60.00
8/28/2025	25701	121 E Highland Ave	George w Blackwell	Roofing/Siding	roof replacment	20,789	\$60.00
8/28/2025	25700	1240 Janette St	Larry Kueck	Roofing/Siding	Roof Replacement	35,481	\$60.00
8/27/2025	25691	92 Lucile St	Mark Holcomb	Roofing/Siding	Tear off siding and re-side of home-Install new gutters and downspouts	19,700	\$60.00
8/27/2025	25689	328 Grove St.	Tina Vrana	Roofing/Siding	roof replacement	26,705	\$60.00
8/21/2025	25679	432 Adams St	Sam Lombardo	Roofing/Siding	Re shingle	10,000	\$60.00
8/20/2025	25675		Joseph Merkt	Roofing/Siding	Tear-off/re-side dwelling only	30,814	
8/19/2025	25673	1013 Monroe St	Sharon Smith	Roofing/Siding	reroof	12,532	\$60.00
8/19/2025	25672	1009 Monroe St	Terrance Schmitt	Roofing/Siding	roofing	10,532	\$60.00
8/18/2025	25671	1333 Adrian Blvd	Susan Welter	Roofing/Siding	Siding replacement on house	31,661	\$60.00
8/18/2025	25669		Mary Crane	Roofing/Siding	Siding garage	9,248	
8/14/2025	25665	417 Mechanic St	Wadman Trust	Roofing/Siding	Re shingle Roof	10,000	\$60.00
8/13/2025	25649	214 Shirley st	Blue Ryatisima	Roofing/Siding	Roof install	10,294	\$60.00

8/11/2025	25642	1111 Arndt Ct	Robert Lobono	Roofing/Siding	Shingle replacement	15,000	\$60.00
8/8/2025	25638	422 N High St	Patrick Lapp	Roofing/Siding	Remove and replace roof (main dwelling)	20,000	\$60.00
8/7/2025	25636	301 S Sixth St	Brandon Beaudou	Roofing/Siding	Re shingle roof	5,000	\$60.00
8/7/2025	25635	1116 Madison Ave	Jim Simdon	Roofing/Siding	RE shingle roof	10,000	\$60.00
8/6/2025	25631		Steve - American Wholesale Furniture	Roofing/Siding	Replace 4 or 5 pieces of rotted siding	4,000	
8/5/2025	25628	701 N Main St	Eudelia Garcia	Roofing/Siding	tear off siding right, left, back elevations	21,908	\$60.00
8/5/2025	25625	519 S High St	Collin Maas	Roofing/Siding	new roof on house & garage	11,000	\$110.00
8/1/2025	25619	329 Lincoln St	Lawan Glasscock	Roofing/Siding	Remove and replace existing roof, including three dormers, with new shingles.	4,800	
							\$1,070.00

Group Total: 21

Group: ROW and Driveway

8/25/2025	25687	1200 Janesville Ave	Davinder Toor	ROW and Driveway	Replacement of front parking lot	40,000	\$50.00
8/15/2025	25667	415 Council St	Casandra Ramirez	ROW and Driveway	Driveway expansion	4,000	\$50.00
							\$100.00

Group Total: 2

Group: Single Family Alteration/Addition

8/14/2025	25663	525 Stratford Ct	Elliott Weber	Single Family Alteration/Addition	Finish half of basement with new bedroom and rec room	10,000	\$250.00
8/11/2025	25645	718 Coventry Cir	Betty Delsarte	Single Family Alteration/Addition	375 SF addition to the rear of the home	20,000	\$278.75
							\$528.75

Group Total: 2

Group: Windows/Doors

8/4/2025	25623	507 Monroe St	Kathy Scheiwe	Windows/Doors	Window replacements: (5)DH. Same sizes and locations.	4,488	\$60.00
----------	-------	---------------	---------------	---------------	---	-------	---------

							\$60.00
							Group Total: 1
							\$7,104.75

Total Records: 90

9/3/2025



Jedidiah Draeger
Director, Neighborhood and Building Services



MEMORANDUM

DATE: September 16, 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 August 2025 (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

The following is a list of the Licenses and Permits issued by the City Clerk for the period of August 19, 2025 through September 16, 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
Kassidy	Heine	Fort 88 Smokehouse	Y	\$15
Kelly	Lazenby	Festival Foods	Y	\$15
Darin	Phillips	BP 303 S main	Y	\$25

MOBILE MERCHANT

None

DOOR-TO-DOOR RESIDENTIAL / DIRECT SELLER

Michael	Richards	The Window Store & More	Y	\$50
Trewhella	Traolach-Josiah Maccabeus	The Window Store & More	Y	\$50

Thomas	Cooley	The Window Store & More	Y	\$50
--------	--------	----------------------------	---	------

FINANCIAL ANALYSIS

In accordance with the City's Ordinances and Fee Schedule, a total of \$55.00 was collected for Operator's licenses, \$100 for Mobile Merchant Permits, and \$100.00 for Direct Seller's Permits.

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: September 16, 2025

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Fort Polar Path - Fort Atkinson Animated Holiday Light Display, October 25, 2025 - January 12, 2026 (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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

DISCUSSION

Fort Beautification Council

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

Dates and Hours of Event: Lights lit Mid November 2025 through January 1, 2026

Set up: October 28, 2025

Tear down: January 2 through January 12, 2025

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

Contact Person: Mariah Hadler; mariahh@jonesdairyfarm.com

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

More information on Beautification Council: www.fortbeauty.org

More information on Christmas Lights: <https://www.christmasdonebright.com/>

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

1. The set up and removal of the holiday lights and displays should be completed within the window listed in your special event application.
2. The Beautification Council will be responsible for resetting the GFIs or troubleshooting lights/displays once the lights are up.
3. The Beautification Council shall purchase non-secular light displays to allow for all community members to enjoy.
4. The arches should stay a minimum of 15' away from back of any curb and nothing should be placed in any vision triangle. The vision triangle is measured along the back of the curb going each direction from an intersection and then connecting those lines to make a triangle. 15' along the curb for minor intersections (bike path and 7th) and 20' for major intersections (Janesville and any street).

FINANCIAL ANALYSIS

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

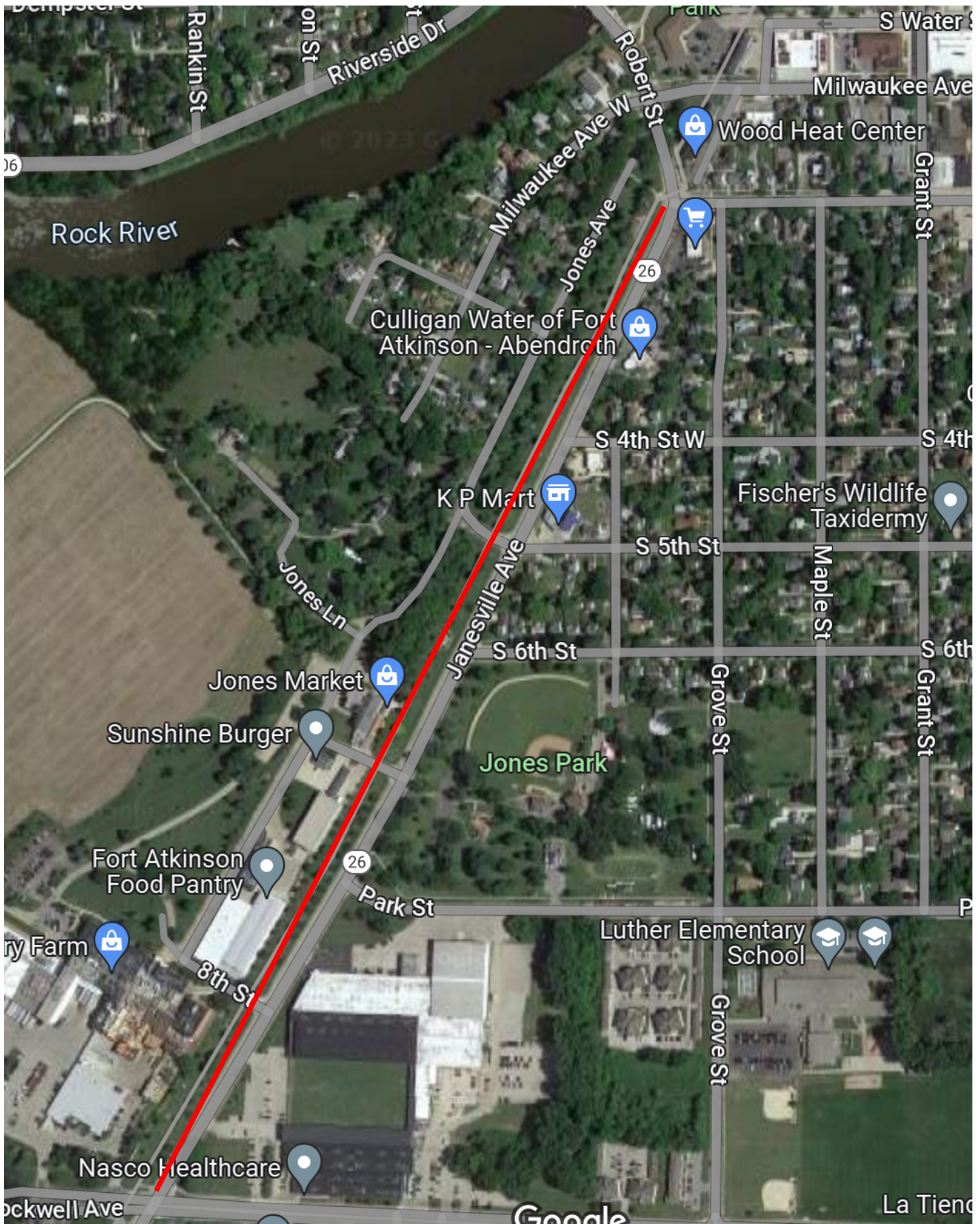
RECOMMENDATION

Staff recommends that City Council approve the Special Event: Special Event: Fort Polar Path - Fort Atkinson Animated Holiday Light Display, October 25, 2025 - January 12, 2026 at the Bike Path in front of Jones Dairy Farm.

ATTACHMENTS

1. 2025 Polar Path Lights Bike Path Map
2. Fort Atkinson City Beautification Council Polar Path App - Updated 8.22.25
3. FABC 2025-2026 Insurance CERT

2025 Polar Path
Janesville Ave from South 3rd Street E to Rockwell Ave





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

Name of Business/Group Organizing Event: **FORT ATKINSON CITY BEAUTIFICATION COUNCIL**

Contact Person for Event: **MARIAH HADLER**

Phone Number:

Email: **MARIAHH@JONESDAIRYFARM.COM**

Day of Event Contact Person (if different from above):

Phone: **920-222-2288**

Email:

Special Event Details

Event Name: **FORT POLAR PATH**

Event Date (mm/dd/yyyy): **SET UP WILL START OCT 28, 2025 - DISPLAY WILL BE LIT MID NOV- JAN1ST - DISPLAY TAKE DOWN JAN 2 - 12 2026**

Event Location: **ON JANESVILLE AVE BIKE PATH IN FRONT OF JONES DAIRY FARM HEADING NORTH TO THE ROTARY DEPOT PAVILION**

Estimated Number of Attendees: **THOUSANDS**

Hours of Event: **24/7**

Event Setup Time: **OCT. 25 -NOV. 2025**

Event Tear Down Time: **By Jan. 12, 2026**

Event Description: **ANIMATED HOLIDAY LIGHT DISPLAY ON THE BIKE PATH - JANESVILLE AVENUE FROM SOUTH 3RD STREET EAST TO ROCKWELL AVENUE**

Goal/Purpose of Event: **TO DRAW TOURISM TO FORT ATKINSON WHILE PROVIDING A FREE ACTIVITY FOR LOCAL RESIDENTS**

Attach a map of the event including:

Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians

** If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking*

Check all applicable boxes:

☐ I am renting a city park

Attach copy of paid park rental from Parks & Recreation Department. Equipment rentals are reservable through the Parks & Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park & Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.

☐ I am renting city equipment

Please secure and submit payment for requested equipment prior to submitting Special Event Application.

*Attach a map with a location for drop off of equipment with this application.

8' white plastic table (43 available; \$4.50/each) Qty ____

Metal folding chair (190 available; \$0.75/each) Qty ____

Additional Picnic Table (\$15/each; includes delivery & pick up)* Qty ____

Additional Garbage/Recycling Can* Qty ____

Barricades* Qty ____

Traffic Cones* Qty ____

☒ Electrical Access

The City Electrician may reach out to you to address any needs/concerns.

Please specify if you have any requests or requirements beyond current access:

WE WILL BE USING THE CURRENT ELECTRICAL BOXES ON THE BIKE PATH LIGHT POLES. WE WOULD LIKE TO PUT ELECTRICAL BOXES INSTALLED ON THE NEXT 4 LIGHT POLES SOUTH OF JONES AVENUE. BLOCK BETWEEN ROCKWELL AVE AND 8TH STREET.

Continued

2 light poles

*8/22/25
per Mariah Hadler*

☐ I will be having music
(Per City Ordinance 17.03) no person shall cause or allow loud, excessive or unusual noise that will disturb the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 p.m. City noise ordinance must be followed

Start Time of Music: _____ End Time of Music: _____

☐ I will be closing a street(s)*
Barricades can be provided by Public Works upon request
** Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity*

☐ 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.
**Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.*

☐ I will be erecting a tent, canopy or other temporary structure.*

**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 am having a walk/race*

**See map instructions above. In addition to the previously listed map requirements, clearly mark your walk/race route on the map.*

By signing, I agree to the following statements:

I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I understand that I may need to contact multiple Departments to arrange for assistance. I understand I am responsible for timely clean up after the event. I understand that additional charges may apply and that I can be billed after my event.

Responsible Party Signature: MARIAH HADLER

Submission Date: 06/26/2025

For Office Use Only:

Date Received: _____

Date Paid: _____

Council Approval / Denial Date: _____

Date applicant notified of Council action and any event stipulations: _____

Event Stipulations:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Day Insurance Agency 904 Madison Ave Fort Atkinson WI 53538	CONTACT NAME: House Account PHONE (A/C, No, Ext): (920) 563-5872 E-MAIL ADDRESS: lwoods@dayinsurancewi.com FAX (A/C, No):
INSURED Fort Atkinson Beautification Council Inc. 8806 N Dix Dr Milton WI 53563	INSURER(S) AFFORDING COVERAGE INSURER A: SECURA Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 22543

COVERAGES

LW CERTIFICATE NUMBER: Cert ID 23238 (1)

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			CP3375415	10/13/2025	10/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Atkinson 101 N Main St Fort Atkinson WI 53538	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Magic on Janesville Avenue, Friday, December 5, 2025, 4:00- 6:30 pm (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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

DISCUSSION

Fort Beautification Council

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

Dates and Hours of Event: Friday, December 5, 2025, 4:00 pm – 6:30 pm

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

Contact Person: Mariah Hadler

Estimated Number of Attendees: 300-800

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

FINANCIAL ANALYSIS

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

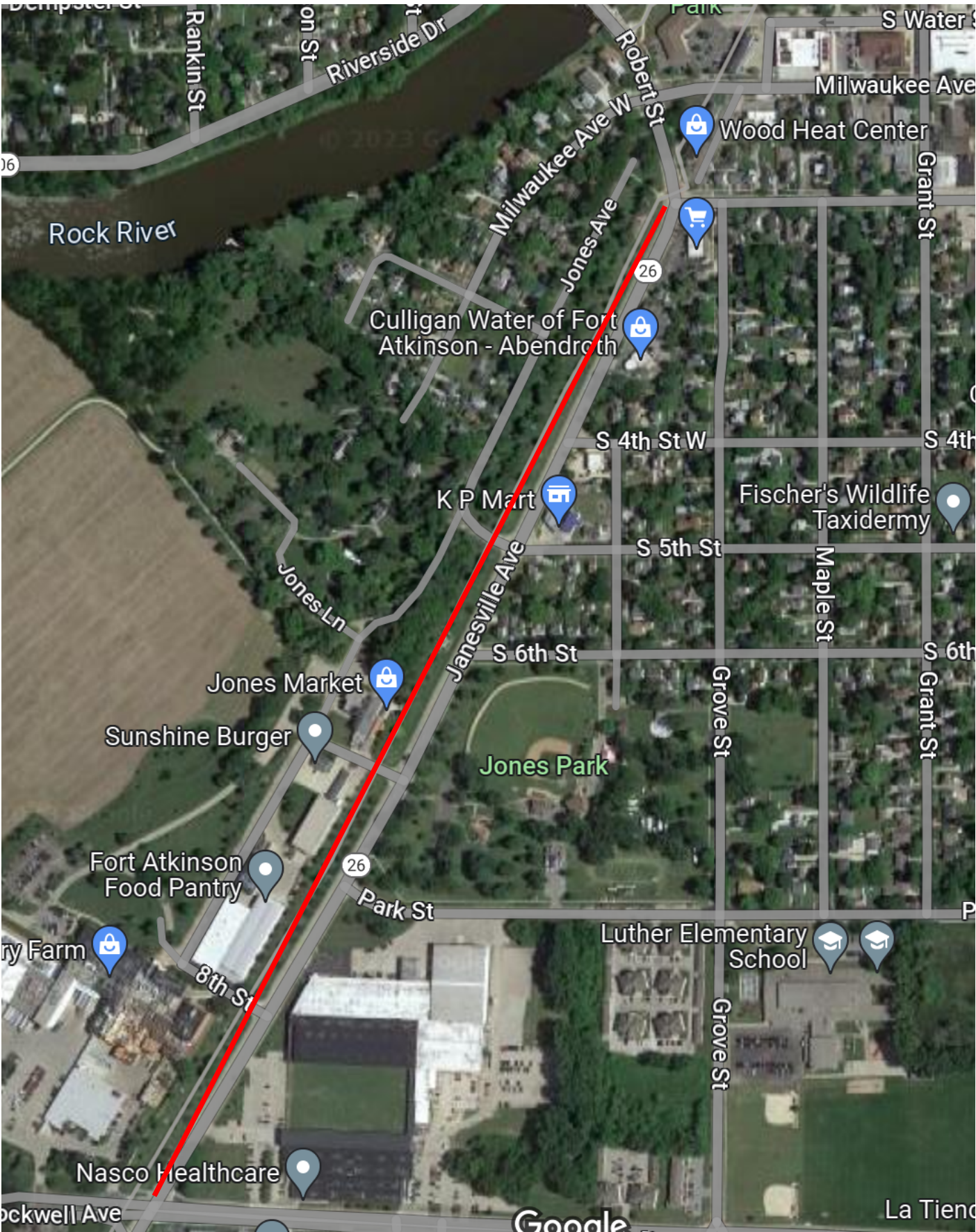
RECOMMENDATION

Staff recommends that City Council approve the Special Event: Magic on Janesville Avenue, Friday, December 5, 2025, 4:00- 6:30 pm at the Bike Path in front of Jones Dairy Farm.

ATTACHMENTS

1. 2025 Polar Path Lights Bike Path Map
2. 2025 City of Fort Special Event Application - Magic On Janesville Avenue
3. FABC 2025-2026 Insurance CERT

2025 Polar Path
Janesville Ave from South 3rd Street E to Rockwell Ave



 CITY OF FORT ATKINSON Special Event Application Fee: \$25.00	
Name of Business/Group Organizing Event: FORT ATKINSON CITY BEAUTIFICATION COUNCIL	
Contact Person for Event: MARIAH HADLER	
Phone Number:	Email: MARIAHH@JONESDAIRYFARM.COM
Day of Event Contact Person (if different from above):	Phone: 920-222-2288 Email:
Special Event Details Event Name: FORT ATKINSON MAGIC ON JANESVILLE AVENUE Event Date (mm/dd/yyyy): FRIDAY, DECEMBER 5TH, 2025 Event Location: ON JANESVILLE AVE BIKE PATH IN FRONT OF JONES DAIRY FARM HEADING NORTH TO THE ROTARY DEPOT PAVILION Estimated Number of Attendees: 300-800 Hours of Event: 4:00 TO 6:30 PM Event Setup Time: 10:00 AM TO 3:00 PM Event Tear Down Time: 6:30 PM TO 7:30 PM Event Description: HOLIDAY EVENT TO VIEW THE ANIMATED HOLIDAY LIGHT DISPLAY ON THE BIKE PATH. THERE WILL BE CHRISTMAS CAROLORS, POTENTIALLY SOFT HOLIDAY MUSIC AT VARIOUS STATIONS, NON-PROFIT ORGANIZATION (BASE, ROTARY, LIONS, K-9, MORE), FFA FARM ANIMALS, FOOD, PICTURES WITH SANTA, SALVATION BELL RINGING AND MORE Goal/Purpose of Event: TO DRAW TOURISM TO FORT ATKINOSN WHILE PROVIDING A FREE EVENT FOR LOCAL RESIDENTS	
Attach a map of the event including:	Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians * If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking
Check all applicable boxes:	
☐ I am renting a city park	Attach copy of paid park rental from Parks & Recreation Department. Equipment rentals are reservable through the Parks & Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park & Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.
☐ I am renting city equipment	Please secure and submit payment for requested equipment prior to submitting Special Event Application. *Attach a map with a location for drop off of equipment with this application. 8' white plastic table (43 available; \$4.50/each) Qty ____ Metal folding chair (190 available; \$0.75/each) Qty ____ Additional Picnic Table (\$15/each; includes delivery & pick up)* Qty ____ Additional Garbage/Recycling Can* Qty ____ Barricades* Qty ____ Traffic Cones* Qty ____
☐ Electrical Access	The City Electrician may reach out to you to address any needs/concerns. Please specify if you have any requests or requirements beyond current access: WE WILL BE USING THE ELECTRIAL BOXES ON TEH BIKE PATH LIGHT POLES.

☐	I will be having music	(Per City Ordinance 17.03) no person shall cause or allow loud, excessive or unusual noise that will disturb the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 p.m. City noise ordinance must be followed
		Start Time of Music: 4:00 PM End Time of Music: 6:30 PM
☐	I will be closing a street(s)*	Barricades can be provided by Public Works upon request <i>* Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity</i>
☐	I will be selling beer and/or wine*	Alcohol license and licensed bartender(s) required. Contact City Clerk (920) 397-9901 prior to submitting this application. <i>*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.</i>
☐	I will be erecting a tent, canopy or other temporary structure.*	 <i>*Event coordinator is responsible for ensuring that the temporary structure is safely installed. Event Coordinator is required to contact Diggers Hotline at least 4 business days prior to the event. Diggershotline.com, 1-800-242-8511</i>
☐	I am having a walk/race*	<i>*See map instructions above. In addition to the previously listed map requirements, clearly mark your walk/race route on the map.</i>
By signing, I agree to the following statements: I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I understand that I may need to contact multiple Departments to arrange for assistance. I understand I am responsible for timely clean up after the event. I understand that additional charges may apply and that I can be billed after my event. Responsible Party Signature: <u>MARIAH HADLER</u> Submission Date: <u>9-3-24</u> For Office Use Only: Date Received: _____ Date Paid: _____ Council Approval / Denial Date: _____ Date applicant notified of Council action and any event stipulations: _____ Event Stipulations:		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Day Insurance Agency 904 Madison Ave Fort Atkinson WI 53538	CONTACT NAME: House Account PHONE (A/C, No, Ext): (920) 563-5872 E-MAIL ADDRESS: lwoods@dayinsurancewi.com FAX (A/C, No):
INSURED Fort Atkinson Beautification Council Inc. 8806 N Dix Dr Milton WI 53563	INSURER(S) AFFORDING COVERAGE INSURER A: SECURA Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 22543

COVERAGES

LW

CERTIFICATE NUMBER: Cert ID 23238 (1)

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			CP3375415	10/13/2025	10/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Atkinson 101 N Main St Fort Atkinson WI 53538	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action relating to a Temporary Retailer's License for Rotary Club of Fort Atkinson Wine Walk, on October 10, 2025. (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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

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

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

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

DISCUSSION

Organization: Rotary Club of Fort Atkinson

Street Location: Various locations

Manager of affair: Margaret Bare

Name of Event: Fort Atkinson Wine Walk 2024

Date of Event: Friday October 10, 2025 - 4:30 pm to 8:30 pm

Premises: Various locations within downtown Fort Atkinson.

The Named Organization Applied for the Following License(s): "Class C" Wine License

A 'wine walk' or 'beer walk' is a single-day event at which customers are served a glass of beer or wine at multiple locations that do not qualify for regular alcohol licenses (jewelry store, art gallery, clothing boutiques, salons, furniture stores).

A municipality may issue up to 20 Temporary "Class B" (wine only) licenses to a qualified organization (bona fide club, church, lodge/society, Chamber of Commerce, Veteran's Organization) for a **wine walk** for a specific date and time with the following requirements:

- The licenses must be issued to a single qualified organization that is the sponsor of the wine walk.
- The licenses must be issued for the same date and time.
- An admission fee must be charged for participation and no additional fee can be charged for the wine.
- A municipality may authorize the licensee to permit unaccompanied underage patrons on the license's premise only if the underage person is acting as a designated driver and has been provided a means of identification, such as a wristband by the licensee.
- No person may serve wine after 9:00 pm on premises for which Temporary "Class B" (wine only) licenses are issued for a wine walk.
- A qualified organization may receive Temporary "Class B" (wine only) licenses for up to two events during a 12-month period.
- A licensed premises, such as a restaurant or tavern, may participate in the wine walk but the sponsoring organization cannot be issued a temporary license for a premises that already holds a license.

Licensees must purchase all wine from liquor or beer wholesalers or small winery cooperative wholesalers authorized to sell wine to retail licenses

Each premises on the wine walk must have licensed operators/bartenders to serve the alcoholic products.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve the Temporary Class B Retailer's License to sell/serve wine to Rotary Club of Fort Atkinson for the Fort Atkinson Wine Walk scheduled for Friday October 10, 2025 at 4:30 pm to 8:30 pm contingent upon having licensed operators and purchasing products from a Wisconsin beverage distributor.

ATTACHMENTS

1. Temporary Class C App ROTARY WINE WALK 10.10.25

Temporary Alcohol Beverage License

License(s) Requested	Fees	
☒ Temporary "Class B" Wine ☐ Temporary Class "B" Beer	License Fees	\$ 10.00
	Background Check	\$
	Total Fees	\$ 10.00

Part A: Organization Information		
1. Organization Name Rotary Club of Fort Atkinson		
2. Organization Permanent Address PO Box 345		
3. City Fort Atkinson	4. State WI	5. Zip Code 53538
6. Mailing Address (if different from permanent address)		
7. FEIN 39-6076862	8. Date of Organization/Incorporation	9. State of Organization/Incorporation WI
10. Phone (920) 723-4008	11. Email MBARE@FORTTAXSERVICE.COM	
12. Organization type (check one) ☒ Bona Fide Club ☐ Church ☐ Fair Association/Agricultural Society ☐ Veteran's Organization ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.		
13. Is this organization required to hold a Wisconsin Seller's permit? ☐ Yes ☒ No		
14. Wisconsin Seller's Permit Number (if applicable)		

Part B: Individual Information			
List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary. Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).			
Last Name	First Name	Title	Phone
STRAYER	CARL	PRESIDENT	(920) 650-1329
CROSSGROVE	KIRSTEN	TREASURER	(608) 302-1800
BARE	MARGARET	EVENT	(920) 723-4008

Continued →

Part C: Event Information

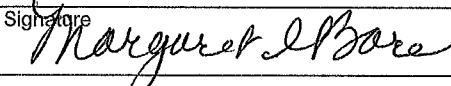
1. Name of Event (If applicable) WINE WALK			
2. Dates of Operation OCTOBER 10, 2025		3. Hours of Operation 4:30-8:30	
4. Premises Address MAIN STREET			
5. City FORT ATKINSON		6. State WI	7. Zip Code 53538
8. County JEFFERSON	9. Governing Municipality ☒ City ☐ Town ☐ Village of: _____		10. Aldermanic District
11. Organizer of Event (If not the named applicant) MARGARET BARE		12. Email and/or Phone Number for Organizer of Event MBARE@FORTTAXSERVICE.COM	
13. Organizer Website		14. Event Website	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. The event will be held inside approximately 20 businesses located on or just off Main Street in Fort Atkinson. Alcoholic beverages will only be served and consumed inside the designated customer areas of each business. No alcohol will be consumed outdoors, on sidewalks or in living quarters. Only 2 oz wine samples will be provided; no sales will occur. All leftover wine will be collected by Rotary the same evening. Records of alcohol procurement and service will be maintained by Rotary off-site.			

Part D: Attestation

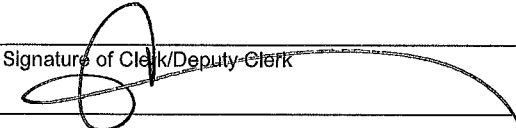
Who must sign this application?

- one officer or director of the nonprofit organization

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

Last Name BARE		First Name MARGARET	M.I. A
Title EVENT COORDINATOR	Email MBARE@FORTTAXSERVICE.COM	Phone (920) 723-4008	
Signature 		Date 9-3-25	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk 9/3/2025	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk 	



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Rotary Wine Walk Friday, Oct. 10, 2025, from 4:30-8:30 pm in downtown Fort Atkinson (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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

DISCUSSION

Event: Rotary Club Wine Walk

Dates and Hours of Event: Friday, October 10, 2025, 4:30-8:30 pm

Locations: Various locations on or around Main Street*

Contact Person: Margaret Bare, mbare@forttaxservice.com

Estimated Number of Attendees: 350

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

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Special Event: Rotary Wine Walk on Friday, October 10, 2025 from 4:30-8:30 pm.

ATTACHMENTS

1. Special Event Rotary Wine Walk 2025 App



CITY OF FORT ATKINSON
Special Event Application

Fee: \$25.00

Name of Business/Group Organizing Event: <u>ROTARY CLUB OF FORT ATKINSON</u>		
Contact Person for Event: <u>MARGARET BARE</u>		
Phone Number: <u>920-723-4008</u>	Email: <u>bmbare@charter.net</u>	
Day of Event Contact Person (if different from above):	Phone:	Email:

Special Event Details

Event Name: <u>FORT ATKINSON WINE WALK</u>	
Event Date (mm/dd/yyyy): <u>10/10/2025</u>	
Event Location: <u>at businesses throughout downtown</u>	
Estimated Number of Attendees: <u>375</u>	Hours of Event: <u>4:30 to 8:30 pm</u>
Event Setup Time:	Event Tear Down Time:
Event Description: <u>DOWNTOWN WINE WALK</u> <u>WITH STOPS AT BUSINESS LOCATIONS ON MAIN ST.</u> <u>(OR LESS THAN 1 BLOCK OFF)</u>	

Goal/Purpose of Event:
<u>FUNDRAISER FOR CLUB SERVICE PROJECTS</u>

Attach a map of the event including:	Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians <i>* If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking</i>
--------------------------------------	---

Check all applicable boxes:

☐ I am renting a city park	Attach copy of paid park rental from Parks & Recreation Department. Equipment rentals are reservable through the Parks & Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park & Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.
☐ I am renting city equipment	Please secure and submit payment for requested equipment prior to submitting Special Event Application. *Attach a map with a location for drop off of equipment with this application. 8' white plastic table (43 available; \$4.50/each) Qty ____ Metal folding chair (190 available; \$0.75/each) Qty ____ Additional Picnic Table (\$15/each; includes delivery & pick up)* Qty ____ Additional Garbage/Recycling Can* Qty ____ Barricades* Qty ____ Traffic Cones* Qty ____

☐ Electrical Access	The City Electrician may reach out to you to address any needs/concerns. Please specify if you have any requests or requirements beyond current access:
--	--

☐ I will be having music (Per City Ordinance 17.03) no person shall cause or allow loud, excessive or unusual noise that will disturb the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 p.m. City noise ordinance must be followed

Start Time of Music: _____ End Time of Music: _____

☐ I will be closing a street(s)* Barricades can be provided by Public Works upon request
* Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity

☒ 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.
*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.

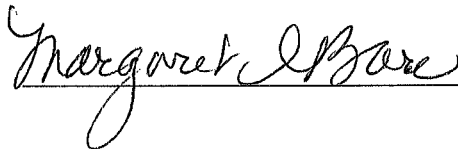
☐ I will be erecting a tent, canopy or other temporary structure.*
*Event coordinator is responsible for ensuring that the temporary structure is safely installed. Event Coordinator is required to contact Diggers Hotline at least 4 business days prior to the event. Diggershotline.com, 1-800-242-8511

☐ I am having a walk/race*
*See map instructions above. In addition to the previously listed map requirements, clearly mark your walk/race route on the map.

By signing, I agree to the following statements:

I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I understand that I may need to contact multiple Departments to arrange for assistance. I understand I am responsible for timely clean up after the event. I understand that additional charges may apply and that I can be billed after my event.

Responsible Party Signature:



Submission Date:

For Office Use Only:

Date Received: _____

Date Paid: _____

Council Approval / Denial Date: _____

Date applicant notified of Council action and any event stipulations: _____

Event Stipulations:



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Haunted Hike Friday, Oct. 17, 2025 and Saturday, Oct. 18, 2025 from 6 to 9 pm at Haumerson's Pond (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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

DISCUSSION

Friends of Haumerson's Pond

Event: Haunted Hike

Dates and Hours of Event:

Setup: Friday October 17, 12:00 pm

Event: Friday October 17 and Saturday, October 18 from 6:00 pm to 9:00 pm

Tear down: Sunday, October 19, 2025

Locations: Haumerson's Pond Warming House

Contact Person: Josie Kincaid, josie7001@gmail.com

Estimated Number of Attendees: 1000

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

or concerns.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Special Event: Haunted Hike Friday, October 17, 2025 and Saturday, October 18, 2025 from 6:00 - 9:00 pm at Haumerson's Pond.

ATTACHMENTS

1. Special Event Friends of Haumersons Haunted Hike 2025 App
2. FHP- Event Parking Plan 2025



CITY OF FORT ATKINSON
Special Event Application

Fee: \$25.00

Name of Business/Group Organizing Event: Friends of Haumerson's Pont

Contact Person for Event: Josie Kincaid

Phone Number: 920-723-7001

Email: josie7001@gmail.com

Day of Event Contact Person (if different from above):

Phone: 920-723-7001

Email: josie7001@gmail.com

Special Event Details

Event Name: Haunted Hike

Event Date (mm/dd/yyyy): October 17 & 18, 2025

Event Location: 429 Zida St. Fort

Estimated Number of Attendees: 500

Hours of Event: 6pm-9pm

Event Setup Time: 10am Friday 10/17

Event Tear Down Time: 9am Sunday 10/19

Event Description: This is our annual event of a Haunted Trail and kid friendly trail along with selling food and other misc items. The kid friendly trail runs both nights from 6pm-8pm. The Haunted Trail runs from 6pm-9pm.

Goal/Purpose of Event: Our goal is to provide the community and surrounding areas with a buget friendly event for the whole family.

Attach a map of the event including:

Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians

** If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking*

Check all applicable boxes:

☒ I am renting a city park

Attach copy of paid park rental from Parks & Recreation Department. Equipment rentals are reservable through the Parks & Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park & Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.

☒ I am renting city equipment

Please secure and submit payment for requested equipment prior to submitting Special Event Application.
*Attach a map with a location for drop off of equipment with this application.

8' white plastic table (43 available; \$4.50/each) Qty ____

Metal folding chair (190 available; \$0.75/each) Qty ____

Additional Picnic Table (\$15/each; includes delivery & pick up)* Qty ____

Additional Garbage/Recycling Can* Qty ____

Barricades* Qty 4

Traffic Cones* Qty ____

☐ Electrical Access

The City Electrician may reach out to you to address any needs/concerns.

Please specify if you have any requests or requirements beyond current access:

Continued

☐ I will be having music (Per City Ordinance 17.03) no person shall cause or allow loud, excessive or unusual noise that will disturb the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 p.m. City noise ordinance must be followed

Start Time of Music: _____ End Time of Music: _____

☐ I will be closing a street(s)* Barricades can be provided by Public Works upon request
* Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity

☐ 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.
*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.

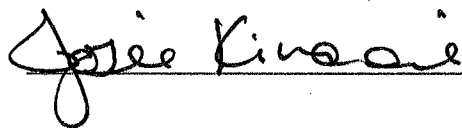
☐ I will be erecting a tent, canopy or other temporary structure.*
*Event coordinator is responsible for ensuring that the temporary structure is safely installed. Event Coordinator is required to contact Diggers Hotline at least 4 business days prior to the event. Diggershotline.com, 1-800-242-8511

☐ I am having a walk/race*
*See map instructions above. In addition to the previously listed map requirements, clearly mark your walk/race route on the map.

By signing, I agree to the following statements:

I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I understand that I may need to contact multiple Departments to arrange for assistance. I understand I am responsible for timely clean up after the event. I understand that additional charges may apply and that I can be billed after my event.

Responsible Party Signature:



Submission Date:

For Office Use Only:

Date Received: _____

Date Paid: _____

Council Approval / Denial Date: _____

Date applicant notified of Council action and any event stipulations: _____

Event Stipulations:

Friends of Haumerson's Pond

Event Parking Plan

1. See attached aerial for location of Barricades (Provided by the City) identified by a red triangle, No Parking Allowed signage (provided by City) Identified by a red line.
2. Parking is allowed in the main parking lot for attendees of the event. Indicated on the attached sheet by an orange box. If it is a bigger event it is recommended to try to allow parking in this lot for those with mobility issues and young children.
3. Parking for Committee members and actors at the event is in the area indicated by a green box on the diagram. If it doesn't pose a danger, please use only parking lights when exiting. Using these areas for Committee and Actors will deter attendees from entering a dead end.
4. Parking attendants are located at the corner of Fourth St and Zida St to monitor traffic indicated by a blue circle on the diagram. If warranted, another attendant should be placed at the parking lot entrance on Zida St to monitor open parking spaces.
5. Over flow parking can be directed to on-street parking on Zida and Fourth Streets or to the School District parking lot on Fourth St by the water tower. Make prior arrangements with the School District for permission to use that space in case they have a simultaneous event.
6. All attendants are required to wear reflective vests and possess a flashlight.

Red Triangle- Barricades

Red Line- No Parking Signage

Orange Box- Event Attendees

Red Line- No Parking Signage

Green Box- Committee and Actor Parking-

Blue Circle- Parking Attendants

Jefferson County Land Information



Lines

Override 1

Areas

Override 1

Override 2

Override 3

Override 4

PLSS Sections

Right of Ways

Cartographic Lines

Property Boundary

Old Lot/Meander/Other Carto-Lines

Rail Right of Ways

Surface Water

Map Hooks

Tax Parcel Information

Personal Property

Jefferson County Geographic Information System

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

90 45 0 90 Feet

1 inch = 95 feet

Printed on: September 9, 2025

Author: Public User



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Kiwanis Trunk or Treat, Friday, October 31, 2025, 6:00 - 8:00 pm at Jones Park (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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

DISCUSSION

Kiwanis

Event: Trunk or Treat

Date of Event: Friday, October 31, 2025

Hours of Event: Setup 4:00 pm, Event 6:00-8:00 pm, Take Down 9:00 pm

Location: Jones Park, parking lot

Contact Person: Tim Weidenfeller, tweidenfeller@charter.net

Estimated Number of Attendees: 1500

The Police Department will schedule two Crossing Guards for the event.

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

or concerns.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Kiwanis Trunk or Treat, Friday, October 31, 2025 from 6:00 - 8:00 pm at Jones Park.

ATTACHMENTS

1. Special Event Trunk or Treat 2025 App



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

Name of Business/Group Organizing Event: **Kiwanis Club of Fort Atkinson**

Contact Person for Event: **Tim Weidenfeller**

Phone Number:

Email: **twidenfeller@charter.net**

Day of Event Contact Person (if different from above):

Phone: 262-617-6252

Email:

Special Event Details

Event Name: **Trunk or Treat**

Event Date (mm/dd/yyyy): **10/31/2025**

Event Location: **Jones Park**

Estimated Number of Attendees: **1500**

Hours of Event: **6:00 - 8:00 PM**

Event Setup Time: **4:00 PM**

Event Tear Down Time: **8:00 PM**

Event Description: Annual Trunk or Treat event held at Jones park - citizens and businesses sign up to participate in handing out candy and other items as well as activities - greater community attends for these activities.

Goal/Purpose of Event: **Community involvement - Halloween**

Attach a map of the event including:

Designated parking areas and available number of spaces*, directional signage for events (i.e. parking guidance), pedestrian street crossing locations, location of any traffic control barricades or personnel to ensure safe coordination of vehicles and pedestrians

** If limited parking available, provide proof of permission from neighboring businesses/property to utilize their parking*

Check all applicable boxes:

☐ I am renting a city park

Attach copy of paid park rental from Parks & Recreation Department. Equipment rentals are reservable through the Parks & Recreation office 920-397-9910. You are responsible for picking up, setting up, tearing down, and return of equipment. Each park is equipped with picnic tables and garbage/recycling receptacles, and additional are available upon request. If additional cans are requested, the event coordinator will need to pick up additional can liners from Park & Recreation office. The event coordinator is responsible for trash and recycling disposal. If there is no dumpster on site, a dumpster may be required and is the responsibility of the event coordinator.

☐ I am renting city equipment

Please secure and submit payment for requested equipment prior to submitting Special Event Application.

*Attach a map with a location for drop off of equipment with this application.

8' white plastic table (43 available; \$4.50/each) Qty ____

Metal folding chair (190 available; \$0.75/each) Qty ____

Additional Picnic Table (\$15/each; includes delivery & pick up)* Qty ____

Additional Garbage/Recycling Can* Qty ____

Barricades* Qty ____

Traffic Cones* Qty ____

☐ Electrical Access

The City Electrician may reach out to you to address any needs/concerns.

Please specify if you have any requests or requirements beyond current access:

Typically the city electrical engineer will make a couple of outlets available for participants to use.

Continued

☐	I will be having music	(Per City Ordinance 17.03) no person shall cause or allow loud, excessive or unusual noise that will disturb the comfort and quiet repose of persons in the vicinity. All music shall terminate as of 10:00 p.m. City noise ordinance must be followed Start Time of Music: _____ End Time of Music: _____
☐	I will be closing a street(s)*	Barricades can be provided by Public Works upon request <i>* Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity</i>
☐	I will be selling beer and/or wine*	Alcohol license and licensed bartender(s) required. Contact City Clerk (920) 397-9901 prior to submitting this application. <i>*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.</i>
☒	I will be erecting a tent, canopy or other temporary structure.*	<i>*Event coordinator is responsible for ensuring that the temporary structure is safely installed. Event Coordinator is required to contact Diggers Hotline at least 4 business days prior to the event. Diggershotline.com, 1-800-242-8511</i>
☐	I am having a walk/race*	<i>*See map instructions above. In addition to the previously listed map requirements, clearly mark your walk/race route on the map.</i>
By signing, I agree to the following statements: I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I understand that I may need to contact multiple Departments to arrange for assistance. I understand I am responsible for timely clean up after the event. I understand that additional charges may apply and that I can be billed after my event.		
Responsible Party Signature:		<u>Tim Weidenfeller</u>
Submission Date: <u>8/15/2025</u>		
For Office Use Only: Date Received: _____ Date Paid: _____ Council Approval / Denial Date: _____ Date applicant notified of Council action and any event stipulations: _____ Event Stipulations:		



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

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

BACKGROUND

The Fort Atkinson Senior Center provides opportunities for social, nutritional, instructional and leisure activities and opportunities for citizens. Celebrated every year in September, National Senior Center Month is a time to shine a light on senior centers, showing the entire nation how vital they are to the health and well-being of a community. Senior centers provide countless hours of support and encouragement to older adults. They offer a place for older adults to discover their unique interests, talents, and aspirations.

DISCUSSION

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

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

FINANCIAL ANALYSIS

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

RECOMMENDATION

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

ATTACHMENTS

1. Proclamation Senior Center Month

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

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

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

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

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

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

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

Proclaimed this 16th day of September, 2025.

CITY OF FORT ATKINSON

Kyle Jaeckel, Council President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: Review and possible action relating to a Resolution requesting exemption from the County Library Tax for the City of Fort Atkinson (Houseman, City Manager)

BACKGROUND

The Jefferson County Board has established a County Library Service and levies a County Library Tax. State Statutes provide that a municipality is exempt from this County Library Tax if the municipality levies a minimum amount for public library services. Annually in September, the County calculates the minimum levy for municipalities to qualify for this exemption.

DISCUSSION

In August, the City received the attached letter from the Jefferson County Finance Department reminding the City of the minimum appropriation to the Dwight Foster Public Library in order to be exempt from paying the County Library Tax.

Per the attached documentation and statutory calculation, the City is required to appropriate at least \$331,699 to the Dwight Foster Public Library to be exempt from the tax. The City is proposing to levy \$637,000 in property taxes to fund Library operations in 2026. This amount exceeds the minimum appropriation for exemption from the County Library Tax. The proposed amount to be levied (\$637,000) represents an increase of \$13,000 over the 2025 levied amount of \$624,000, or just over 2%.

FINANCIAL ANALYSIS

The City requests this exemption annually through a similar resolution. If the City Council does not approve the request for the exemption, the County may require the City to levy additional property taxes to contribute to the County library system.

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution requesting exemption from the County Library Tax and direct the City Clerk to provide copies of the Resolution to the County Clerk and the Jefferson County Library Council Administrator.

ATTACHMENTS

1. Municipal Library Letter-2026
2. Jefferson Co. Municipal libraries 2026
3. COFA Library Exemption Resolution



Jefferson County Finance Department

311 S. Center Ave. Room 109
Jefferson, WI 53549
Telephone (920) 674-7434
Fax (920) 674-7368

Marc A. DeVries, CPA
Finance Director

Jayne Hintzmann
Donna Miller
Morgan Toutant
Tamara L. Worzalla, CPA

August 20, 2025

Municipal Libraries in Jefferson County:

This letter is a reminder to all municipal libraries in Jefferson County that your village or city must tax and appropriate a minimum amount to your library fund for 2026 expenditures in order to qualify for an exemption from the Jefferson County library tax. I have enclosed a spreadsheet that lists the **MINIMUM APPROPRIATION** for each of you to qualify for this exemption. *Note that if your municipality is situated in two counties, you must also coordinate this calculation with that other county.*

I have also summarized below how this calculation is made:

From Wisconsin Statutes 43.64

1. Divide the amount of tax levied by the county for public library service in the prior year by the equalized valuation of property in that area of the county that was subject to the county property tax levy for public library services in the prior year.
2. Multiply the amount determined above by the equalized valuation of property in the city, village, town, or school district for the current year.

Your municipal governing body must also pass a resolution annually requesting an exemption from the county library tax. Section 43.64 of the Wisconsin Statutes requires this procedure to avoid double taxation of your municipality for library purposes.

The County Clerk's office calculates the tax assessment in the middle of November. Please have your resolution acted upon and mailed to arrive by November 1st. If it is not on file when the tax assessment is calculated, your municipality will be taxed as required by Wisconsin Statutes.

An electronic copy of the sample resolution is attached.

If you have any problems or questions concerning this, please feel free to contact me at 920-674-7142.

Sincerely,

Marc A. DeVries, CPA
Finance Director
Jefferson County

Jefferson County Library Exemption Minimum

Prior year rate for Library Levy = 0.000219192
(2024 equalized value, 2025 budget) (2026 Budget Year)

	2025 EQUALIZED VALUE		MINIMUM TO EXEMPT 2026
Village of Cambridge**	10,311,700	\$	2,260
Village of Johnson Creek	595,175,600	\$	130,458
Village of Palmyra	195,120,000	\$	42,769
City of Fort Atkinson	1,513,278,900	\$	331,699
City of Jefferson	857,361,100	\$	187,927
City of Lake Mills	991,758,300	\$	217,386
City of Waterloo	388,929,400	\$	85,250
City of Watertown **	1,606,566,400	\$	352,147
City of Whitewater **	131,733,100	\$	28,875
	<u>6,290,234,500</u>		

** These municipalities have residents in multiple Counties, therefore there are additional aggregate full values that need to be added to their municipal values to determine their needed appropriations. Equalized values are TID out.

RESOLUTION NO. _____

**RESOLUTION REQUESTING EXEMPTION FROM THE COUNTY LIBRARY TAX
FOR THE CITY OF FORT ATKINSON**

WHEREAS, the Jefferson County Board has established a county library service and levies a county library tax as authorized under Section 43.57 (3) of the Wisconsin Statutes, and

WHEREAS, Section 43.64 (2) (b) of the Wisconsin Statutes provides that a village or city is exempt from the county library tax if it levies a tax for public library service and appropriates and expends for a library fund as defined by s.43.52 (1) during the year for which the county tax levy is made a sum at least equal to the county library tax rate in the prior year multiplied by the equalized valuation of the property in the city or village for the current year, and

WHEREAS, the City of Fort Atkinson will, in 2026, appropriate and expend an amount in excess of that calculated above; and

WHEREAS, the City of Fort Atkinson's draft 2026 Operating Budget appropriates \$637,000 to the Dwight Foster Public Library Fund (Fund 15), which exceeds the statutory calculation in 2026 of \$331,699.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Atkinson hereby requests of the Jefferson County Board of Supervisors that the City of Fort Atkinson be exempted from the payment of any tax for the support of the County Library Service as provided in Wis. Stats. Section 43.64 (2).

BE IT FURTHER RESOLVED that the City Council direct the City Clerk to provide copies of this Resolution to the following parties:

ADMINISTRATOR

Jefferson County Library Council
Dwight Foster Public Library
209 Merchants Avenue
Fort Atkinson, WI 53538

COUNTY CLERK

320 S. Main Street, Room 109
Jefferson, WI 53549

Adopted by the City Council of the City of Fort Atkinson this 16th day of September, 2025.

ATTEST:

Kyle Jaeckel, Council President

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Second and possible third/final reading of an Ordinance to create Section 98-59 of the City of Fort Atkinson Code of General Ordinances relating to Lead Lateral Service Line Replacement (Navin, Director of Public Works)

BACKGROUND

As presented on July 1, 2025 the City of Fort Atkinson is required to complete a WIDNR approved Lead Service Line Replacement Plan. A requirement of that plan is a lead service replacement ordinance.

DISCUSSION

The intent and purpose of the ordinance is to create legal authority for full replacement of lead service lines on the public and private side to ensure full compliance with state and federal requirements for this program. This will ensure that the water quality at every tap of each utility customer meets the quality standards specified under federal and state law, to ideally reduce the lead contaminant level to zero, and to eliminate the constriction of water flow caused by mineral deposits inside lead pipes. Property owners who fail to replace a customer-side Lead Water Service Line, as required by this ordinance, may in accordance with PSC Chapter 185.37 have their water service discontinued, to such property, until the customer-side Lead Water Service Line is replaced.

FINANCIAL ANALYSIS

The addition of this ordinance will allow the City to apply for funding to help offset some of the costs associated with Lead Service Laterals as well as provide an opportunity for low-interest loans for private side replacements. There will be no costs associated until the City's Lead Service Line Program is approved and construction begins.

RECOMMENDATION

The Ordinance Committee reviewed this ordinance at the meeting on August 19, 2025 and recommend that staff present the ordinance to the City Council at a future meeting. The first reading was done at the council meeting on September 2, 2025.

Staff recommends that the City Council suspend the rules to perform the third and final reading of the ordinance and adopt the ordinance creating section 98-59 of the City of Fort Atkinson Municipal Code relating to the proposed lead lateral service line replacement program.

ATTACHMENTS

1. Ord. No. Lead Service Replacement Ordinance
2. 8.19.25 Ordinance Committee Memo
3. ARTICLE_II.____WATERWORKS - Current COFA Ordinance
4. 2025-07-25 Lead Service Replacement Redline

ORDINANCE NO. ____
AN ORDINANCE TO CREATE SECTION 98-59
OF THE CITY OF FORT ATKINSON CODE OF GENERAL ORDINANCES RELATING TO
LEAD LATERAL SERVICE LINE REPLACEMENT

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

Section 1. Creates Sec. 98-59 to read as follows:

“Sec. 98-59 – Lead Water Service Replacement Program.

(a) **INTENT AND PURPOSE.** The Common Council finds that it is in the public interest to establish a comprehensive program for the removal and replacement of lead service lines in use within and attached to the City water system, and, to that end, declares the purposes of this section to be as follows:

- (1) To ensure that the water quality at every tap of a City water customer meets the water quality standards specified under federal and state law;
- (2) To reduce the lead in City drinking water to meet the Environmental Protection Agency standards and ideally to a lead contaminant level of zero in City drinking water for the health of City residents; and
- (3) To eliminate the constriction of water flow caused by mineral rich groundwater flowing through lead service pipes and the consequent buildup of mineral deposits inside those lead pipes.

(b) **DEFINITIONS.** Definitions of terms used in this section are provided below:

- (1) “City water system” means the water supply system owned by and located within the City.
- (2) “Customer service line” means the portion of a water service line that extends from the outlet of the curb stop to the inlet of a customer's water meter.
- (3) “Lead service line” means (i) all or a portion of a water service line constructed of lead, and/or (ii) all or a portion of a water service line constructed of galvanized material that is or was downstream of lead.

The term includes both customer service lines and utility service lines.

- (4) “Utility” means the City’s water utility.
- (5) “Utility service line” means the portion of a water service line from the water main to the outlet of the curb stop, including the curb stop, but not the outlet joint of the curb stop.
- (6) “Water service line” means the service line that extends from the water main to a customer’s water meter.

(c) IDENTIFICATION OF LEAD SERVICE LINES.

- (1) The Utility shall create and maintain a record of the location of all identified lead service lines in the City.
- (2) Utility representatives shall have the right, upon the presentation of credentials, to request to enter a property connected to the City water system at any reasonable time and inspect that property’s customer service line. Any person or entity who owns, manages or otherwise exercises control over a property connected to the City water system shall allow the Utility to inspect the customer service line. If entry is refused, the Utility shall obtain a special inspection warrant under Wis. Stats. § 66.0119.
- (3) The Utility shall provide written notice to any person or entity who owns, manages or otherwise exercises control over a property connected to the City water system if that property has been inspected and determined to have a lead service line.

(d) LEAD SERVICE LINE REPLACEMENT REQUIREMENT.

- (1) All existing lead service lines that are connected to the City water system must be replaced with water service lines constructed of materials approved by the City.
- (2) Existing lead service lines that are connected to City water mains or Utility service lines that will be replaced or reconstructed as part of a City construction project must be replaced in conjunction with that City construction project. No lead service lines shall be reconnected to a City water main or a Utility service line that was replaced or reconstructed.
- (3) Existing lead service lines that develop a leak or otherwise need repair

may not be repaired but must be replaced.

(4) Other lead service lines shall be replaced in accordance with a schedule developed by the Utility. The schedule shall be developed to eliminate all lead service lines in the City by 2037.

(5) Property owners shall replace their customer service lines that meet the definition of a lead service line according to the schedule developed by the Utility. The City or Utility or both may issue citations and penalties prescribed by City ordinance on a property owner that fails to replace their customer service line that meet the definition of a lead service line as required by the schedule.

(e) **FINANCIAL RESPONSIBILITY AND ASSISTANCE.**

(1) A property owner shall be responsible for the cost of replacing the portion of a lead service line that is a customer service line that serves their property. The Utility shall be responsible for the cost of replacing all lead service lines that are Utility service lines.

(2) The City may establish a program to provide financial assistance to property owners replacing lead service lines.

(f) **AUTHORITY TO DISCONTINUE SERVICE.** As an alternative or in addition to any other methods provided for obtaining compliance with this section, the Utility may, after giving at least sixty (60) days' notice, discontinue water service to a property served by a customer service line that meets the definition of a lead service line provided the property owner has first been given reasonable opportunity to make the required replacement.

Section 2.

"Secs. 98-60 – 98-75. – Reserved."

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

Enacted by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin,
this _____ day of _____, 2025.

Fort Atkinson City Council

Kyle Jaeckel, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: August 19, 2025

TO: Committee/Commission/Board

FROM: Zach Navin, Director of Public Works

RE: Review and possible recommendation to the City Council relating to an Ordinance to Create Section 98-59 of the City of Fort Atkinson Code of General Ordinances relating to Lead Lateral Service Line Replacement (Navin, Director of Public Works)

BACKGROUND

As presented on July 1, 2025 the City of Fort Atkinson is required to complete a WIDNR approved Lead Service Line Replacement Plan. A requirement of that plan is a lead service replacement ordinance.

DISCUSSION

The intent and purpose of the ordinance is to create legal authority for full replacement of lead service lines on the public and private side to ensure full compliance with state and federal requirements for this program. This will ensure that the water quality at every tap of each utility customer meets the quality standards specified under federal and state law, to ideally reduce the lead contaminant level to zero, and to eliminate the constriction of water flow caused by mineral deposits inside lead pipes. Property owners who fail to replace a customer-side Lead Water Service Line, as required by this ordinance, may in accordance with PSC Chapter 185.37 have their water service discontinued, to such property, until the customer-side Lead Water Service Line is replaced.

FINANCIAL ANALYSIS

The addition of this ordinance will allow the City to apply for funding to help offset some of the costs associated with Lead Service Laterals as well as provide an opportunity for low-interest loans for private side replacements. There will be no costs associated until the City's Lead Service Line Program is approved and construction begins.

RECOMMENDATION

Staff recommends that the Ordinance Committee recommend the City Council approve an Ordinance creating Section 98-59 of the City of Fort Atkinson Municipal Code relating to the proposed lead lateral service line replacement program.

ATTACHMENTS

1. ARTICLE_II.____WATERWORKS - Current COFA Ordinance
2. 2025-07-25 Lead Service Replacement Redline

ARTICLE II. WATERWORKS

DIVISION 1. GENERALLY

Sec. 98-35. Introduction and purpose.

The purpose of this article is to regulate and control the operation and use of the public water system within the City of Fort Atkinson in order to promote the public health, safety and general welfare of the community. They are designed to promote reasonably adequate water services for the community and to set forth equitable revenue systems so as to derive the maximum public benefit. The City of Fort Atkinson Water Utility is subject to regulation by the Public Service Commission of Wisconsin. This article enables the City of Fort Atkinson Water Utility to comply with the requirements of Wis. Admin. Code, ch. PSC 185, Standards for Water Public Utility Service and any other state or federal law.

(Ord. No. 566, 11-21-00)

Sec. 98-36. Management.

The entire charge and management of the waterworks utility owned by the city, and all property used in connection therewith, shall be vested in the city manager, subject, however, to the general control and supervision of the council.

(Code 1969, § 11.01)

Sec. 98-37. Rules and regulations.

The city manager shall have power and it shall be his/her duty to prepare rules and regulations governing the introduction, supply and consumption of water, the installation of plumbing in connection therewith, and fixing a schedule of rates for water service within the city. Such rules and regulations shall be approved by the council and by the state public service commission and shall be published in pamphlet form, and when so approved and published shall have the same force and effect as ordinances.

(Code 1969, § 11.02)

Sec. 98-38. Underground work to be done by city.

The laying of water mains, the construction of service laterals in connection with water services, and any necessary underground work in connection with the waterworks distribution system shall be done directly by the city without submitting the same for bids; except that water services may be installed by licensed plumbers in accordance with chapter 18, article VIII and other subsections of this Code applying to permits and work in city streets and to be paid on the basis of a schedule approved by the council. This provision shall continue in force until otherwise provided by the council by proper ordinance.

(Code 1969, § 11.03)

Sec. 98-39. General regulations to protect waterworks system.

- (a) *No interference with waterworks system.* No person unless duly authorized shall open or in any manner tamper with any fire hydrant, or draw water from the same, or in any manner obstruct the free access to any fire hydrant, gate, stopcock box or other connection with the waterworks distribution system.
- (b) *No injury to waterworks system.* No person shall in any manner injure, deface or impair the efficiency of the waterworks plant, reservoir distribution system, or any part thereof, or any property used in connection therewith.
- (c) *No unauthorized connection or interference with systems.* No person unless duly authorized shall tap any portion of the distribution system, or make any attachments or connections therewith, or wrongfully interfere in any manner with the central plant, pumps, reservoir, distribution system or any other property used in connection with such utility.
- (d) *No unauthorized use of water.* No person shall use or take water from the mains or pipe except as duly authorized.
- (e) *No unauthorized sale of water.* No person shall sell or give away water to be taken from his/her premises or take away water from any public fountain or other public source without the permission of the city manager.

(Code 1969, § 11.04)

Sec. 98-40. Outside metering.

All housing units are required to install outside water metering.

(Code 1969, § 11.05)

Sec. 98-41. Discontinuing of water service for cross connection.

The city manager is authorized and so directed to immediately discontinue water supply service to property or a building where a cross connection exists and to continue such interruption of service until all cross connections are removed, and to take such other precautionary measures to eliminate any danger of contamination of the public water supply system.

(Code 1969, § 14.02(GG)(9)(b))

Sec. 98-42. [Citations.]

The city engineer/director of public works is hereby authorized to issue citations for violations of the provisions of this chapter.

(Ord. No. 566, 11-21-00)

Sec. 98-43. [Violations.]

Any person who violates any provision of this chapter shall, upon conviction, be subject to a penalty as set forth in section 1-10 of this Code.

(Ord. No. 566, 11-21-00)

Sec. 98-44. [Adoption by reference.]

The City of Fort Atkinson hereby adopts by reference the provisions of ch. PSC 185, Standards for Water Public Utility Service, of the Wis. Admin. Code as it presently exists and any future modifications of same.

(Ord. No. 566, 11-21-00)

Secs. 98-45—98-50. Reserved.*DIVISION 2. CROSS CONNECTION CONTROL***Sec. 98-51. Definition of cross connection.**

A cross connection is defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the City of Fort Atkinson's public water system, and the other of which contains water from a private source, water of unknown or questionable safety or steam, gases or chemicals whereby there may be a flow from one system to the other with the direction of flow depending on the pressure differential between the two systems.

(Ord. No. 710, 5-1-12)

Sec. 98-52. Unprotected cross connections prohibited.

No person, firm or corporation may establish or maintain or permit to be established or maintained any unprotected cross connection. Cross connections shall be protected as required in ch. SPS 382, Wis. Admin. Code.

(Ord. No. 710, 5-1-12)

Sec. 98-53. Inspection.

The water utility may inspect or arrange for an inspection of residential property served by the public water system for cross connection. For all other purposes, the water utility shall require a person, firm or corporation who owns, leases or occupies property to have their plumbing inspected at their own expense by a State of Wisconsin certified cross connection inspector/surveyor. The frequency of inspections shall be established by the water utility in accordance with Wisconsin Administrative Code. Any unprotected cross connections identified by the inspection shall be promptly corrected. Failure to promptly correct an unprotected cross connection shall be sufficient cause for the water utility to discontinue water service to the property as provided under section 98-56 of this division.

(Ord. No. 710, 5-1-12)

Sec. 98-54. Right of entry.

Upon presentation of credentials, a representative of the water utility shall have the right to request entry at any reasonable time to a property served by a connection to the public water system for the purpose of inspecting the property for cross connections. Refusing entry to such utility representative shall be sufficient cause for the water utility to discontinue water service to the property as provided under subsection 98-56 of this division. If entry is refused, a special inspection warrant under Wis. Stats. § 66.0119 may be obtained.

(Ord. No. 710, 5-1-12)

Sec. 98-55. Provision of requested information.

The water utility may request an owner, lessee or occupant of property served by a connection to the public water system to furnish the water utility with pertinent information regarding the piping systems on the property. Refusing to provide requested information shall be sufficient cause for the water utility to discontinue water service to the property as provided under section 98-56 of this division.

(Ord. No. 710, 5-1-12)

Sec. 98-56. Discontinuation of water for violation.

The water utility may discontinue water service to any property wherein any unprotected connection in violation of this division exists, and take other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service may be discontinued, however, only after reasonable notice and opportunity for hearing under Wis. Stats. ch. 68, except as provided in subsection 98-57 of this division. Water service to such property shall not be restored until the unprotected cross connection has been eliminated.

(Ord. No. 710, 5-1-12)

Sec. 98-57. Emergency discontinuance.

If it is determined by the water utility that an unprotected cross connection or emergency endangers public health, safety or welfare and requires immediate action, and if a written finding to that effect is filed with the city clerk and delivered to the customer's premises, water service may be immediately discontinued. The customer shall have the opportunity for hearing under Wis. Stats. ch. 68, within ten days of such emergency discontinuance. Water service to such property shall not be restored until the unprotected cross connection has been eliminated.

(Ord. No. 710, 5-1-12)

Sec. 98-58. Miscellaneous.

All other terms and conditions of section 98-41 not in conformity herein are repealed.

(Ord. No. 710, 5-1-12)

Secs. 98-59—98-75. Reserved.

ORDINANCE NO. ____
AN ORDINANCE TO CREATE SECTION 98-59
OF THE CITY OF FORT ATKINSON CODE OF GENERAL ORDINANCES RELATING TO
LEAD LATERAL SERVICE LINE REPLACEMENT

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

Section 1. Creates Sec. 98-59 to read as follows:

“Sec. 98-59 – Lead Water Service Replacement Program.

(a) INTENT AND PURPOSE. The Common Council finds that it is in the public interest to establish a comprehensive program for the removal and replacement of lead service lines in use within and attached to the City water system, and, to that end, declares the purposes of this section to be as follows:

- (1) To ensure that the water quality at every tap of a City water customer meets the water quality standards specified under federal and state law;
- (2) To reduce the lead in City drinking water to meet the Environmental Protection Agency standards and ideally to a lead contaminant level of zero in City drinking water for the health of City residents; and
- (3) To eliminate the constriction of water flow caused by mineral rich groundwater flowing through lead service pipes and the consequent buildup of mineral deposits inside those lead pipes.

(b) DEFINITIONS. Definitions of terms used in this section are provided below:

- (1) “City water system” means the water supply system owned by and located within the City.
- (2) “Customer service line” means the portion of a water service line that extends from the outlet of the curb stop to the inlet of a customer's water meter.
- (3) “Lead service line” means (i) all or a portion of a water service line constructed of lead, and/or (ii) all or a portion of a water service line constructed of galvanized material that is or was downstream of lead.

The term includes both customer service lines and utility service lines.

(4) “Utility” means the City’s water utility.

(5) “Utility service line” means the portion of a water service line from the water main to the outlet of the curb stop, including the curb stop, but not the outlet joint of the curb stop.

(6) “Water service line” means the service line that extends from the water main to a customer’s water meter.

(c) IDENTIFICATION OF LEAD SERVICE LINES.

(1) The Utility shall create and maintain a record of the location of all identified lead service lines in the City.

(2) Utility representatives shall have the right, upon the presentation of credentials, to request to enter a property connected to the City water system at any reasonable time and inspect that property’s customer service line. Any person or entity who owns, manages or otherwise exercises control over a property connected to the City water system shall allow the Utility to inspect the customer service line. If entry is refused, the Utility shall obtain a special inspection warrant under Wis. Stats. § 66.0119.

(3) The Utility shall provide written notice to any person or entity who owns, manages or otherwise exercises control over a property connected to the City water system if that property has been inspected and determined to have a lead service line.

(d) LEAD SERVICE LINE REPLACEMENT REQUIREMENT.

(1) All existing lead service lines that are connected to the City water system must be replaced with water service lines constructed of materials approved by the City.

(2) Existing lead service lines that are connected to City water mains or Utility service lines that will be replaced or reconstructed as part of a City construction project must be replaced in conjunction with that City construction project. No lead service lines shall be reconnected to a City water main or a Utility service line that was replaced or reconstructed.

(3) Existing lead service lines that develop a leak or otherwise need repair

may not be repaired but must be replaced.

(4) Other lead service lines shall be replaced in accordance with a schedule developed by the Utility. The schedule shall be developed to eliminate all lead service lines in the City by 2037.

(5) Property owners shall replace their customer service lines that meet the definition of a lead service line according to the schedule developed by the Utility. The City or Utility or both may issue citations and penalties prescribed by City ordinance on a property owner that fails to replace their customer service line that meet the definition of a lead service line as required by the schedule.

(e) FINANCIAL RESPONSIBILITY AND ASSISTANCE.

(1) A property owner shall be responsible for the cost of replacing the portion of a lead service line that is a customer service line that serves their property. The Utility shall be responsible for the cost of replacing all lead service lines that are Utility service lines.

(2) The City may establish a program to provide financial assistance to property owners replacing lead service lines.

(f) AUTHORITY TO DISCONTINUE SERVICE. As an alternative or in addition to any other methods provided for obtaining compliance with this section, the Utility may, after giving at least sixty (60) days' notice, discontinue water service to a property served by a customer service line that meets the definition of a lead service line provided the property owner has first been given reasonable opportunity to make the required replacement.

Section 2.

"Secs. 98-~~6059~~ – 98-75. – Reserved."

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

Enacted by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin,
this _____ day of _____, 2025.

Fort Atkinson City Council

Kyle Jaeckel, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director

DRAFT



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to the rental agreement for agricultural land at the Fort Atkinson Municipal Airport (Navin, Director of Public Works)

BACKGROUND

The City owns the Fort Atkinson Airport. The Parcel Identification Numbers of said lands are 226-0614-2332-000, 226-0614-2711-002. The City has traditionally rented the agricultural land at the Airport, and the current lease ends on December 1, 2025.

DISCUSSION

Staff sought bids for the agricultural land rental at the Municipal Airport for the term of January 1, 2026 through December 1, 2028. The lease is for 42.3 acres of land. Staff advertised the availability of the agricultural land lease in the *Jefferson County Daily Union* on August 22 and August 29, 2025. Staff also posted information on the City's website and Facebook page.

FINANCIAL ANALYSIS

The bids received were as follows:

<u>BIDDER</u>	<u>PRICE/ACRE/YEAR</u>
Broedlow Farms LLC	\$165/acre/2026, \$210/acre/2027, \$215/acre/2028
Kutz Farms	\$201/acre/2026, \$203/acre/2027, \$205/acre/2028

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the agricultural land lease for the Fort Atkinson Municipal Airport with Kutz Farms LLC for \$25,760.70 or \$201 per acre in 2026, \$203 per acre in 2027 and \$205 per acre in 2028 for the 2026-2028 term.

ATTACHMENTS

1. Airport Ag Land Bid Packet 2025
2. Kutz Farms
3. Broedlow Farms



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

ADVERTISEMENT FOR BIDS RENTAL OF AGRICULTURAL & HUNTING LAND

Bids for rental of the following lands will be received until **4:30 p.m. on Sept. 5, 2025** via email or in person at the Fort Atkinson Municipal Building, 101 North Main Street, Fort Atkinson, WI, 53538.

1. Bids are being solicited for the rental of 41.2 acres of land in the Klement Business Park for a three (3) year period. The land can be used for haying only. The available acreage for haying is smaller than the total parcel size noted, however, bids will be based on the total parcel's acreage based on the boundaries noted in the bid map.
2. Bids are being solicited from individuals for the rental of 26.5 acres of agriculture land in the Klement Business Park for a three (3) year period.
3. Bids are being solicited from individuals for the rental of 42.3 acres of agriculture land at the Fort Atkinson Municipal Airport for a three (3) year period.
4. Bids are being solicited from individuals for the rental of 70 acres of hunting land near the Wastewater Treatment Plant for a (3) year period. Land use will only allow archery and shotgun hunting. No rifle use will be allowed.

The bid form and map showing the land available for rent can be obtained at www.fortatkinsonwi.gov/agland.

All bid forms should be returned to the Sarah Weihert at sweihert@fortatkinsonwi.gov or City of Fort Atkinson, 101 North Main Street, Fort Atkinson, Wisconsin, 53538, and the name and address of the bidder marked on the outside of the enveloped and said envelope should be plainly marked ***"Klement Business Park Hay Land Rental, Klement Business Park Agriculture Land, Airport Agriculture Land or Wastewater Hunting Land."***

Bids may be awarded at the Sept. 16 City Council meeting. The City of Fort Atkinson has the right to accept or reject any or all bids and to award the bid to whomever will best serve the interest of the City.

Michelle Ebbert, City Clerk
City of Fort Atkinson

Publish: August 22 and Aug. 29, 2025



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

BID
42.3 Ag Land at Fort Atkinson Airport

UNITS	DESCRIPTION	BID AMOUNT
42.3 acres	Rental of agricultural land at Airport (per attached map) three year lease	\$ /acre (2026)
		\$ /acre (2027)
		\$ /acre (2028)

Bidder Signature: _____

Bidder Name: _____

Address: _____

Phone: _____

Email: _____

Bid Total: _____/Three years

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and _____
_____ (hereinafter Renter),

RECITALS:

- A. The City owns the Fort Atkinson Airport. A portion of these lands as noted on the attached exhibit totaling approximately 42.3 acres is available for agricultural use. The Parcel Identification Number of said lands are 226-0614-2332-000, 226-0614-2711-002.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1). That Renter shall rent 42.3 acres more or less of the aforementioned parcel from the
- 2). City. The term of the lease shall be from January 1, 2026 to December 1, 2028.
- 3). The purpose of said lease is for the planting, growing and harvesting of crops by Renter.
- 4). The rent to be paid by Renter is:

\$____ /per acre, or \$____ total rent in 2026
\$____ /per acre, or \$____ total rent in 2027
\$____ /per acre, or \$____ total rent in 2028

Said rent is to be paid by Renter in two equal payments. The first payment is to be paid on or before July 1, 2026 and every year of the agreement thereafter. The second payment is to be paid on or before December 1 2026 and every year of the agreement thereafter. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

- 5). Renter or his agents may enter onto the aforementioned property from Airport boundaries noted in the parcel numbers above. Heavy equipment may not cross asphalt areas. Renter may bring unto said property such equipment as may be necessary to plant, maintain and harvest crops with the understanding that no damage is done to the City's property while doing so. Renter shall protect and maintain any property irons that are located on said property.
- 6). Renter shall remove all crops/stalks from said property on or before December 1 of the Agreement year. The Renter shall coordinate any fall plowing with the City.
- 7). The City has the right to land-apply biosolids to this parcel and Renter shall coordinate his work with the Fort Atkinson Wastewater Utility concerning the land application of bio-solids on this parcel.
- 8). The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond

December 1, 2028. The City reserves the right to terminate the Agreement at any time with a 90-day written notice to the Renter.

- 9). Renter should note the provision for only low growing crops within 250 FT of the centerline of the runway as noted in the exhibit. Beans are considered low growing. Corn is not.
- 10). Renter shall employ good farming techniques that are standard and customary in the area while farming on said property so that no damage is done to same.
- 11). Neither party may assign their respective interest in this agreement without the written consent of the other party.
- 12). This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

RENTER

By: _____
Rebecca Houseman, City Manager

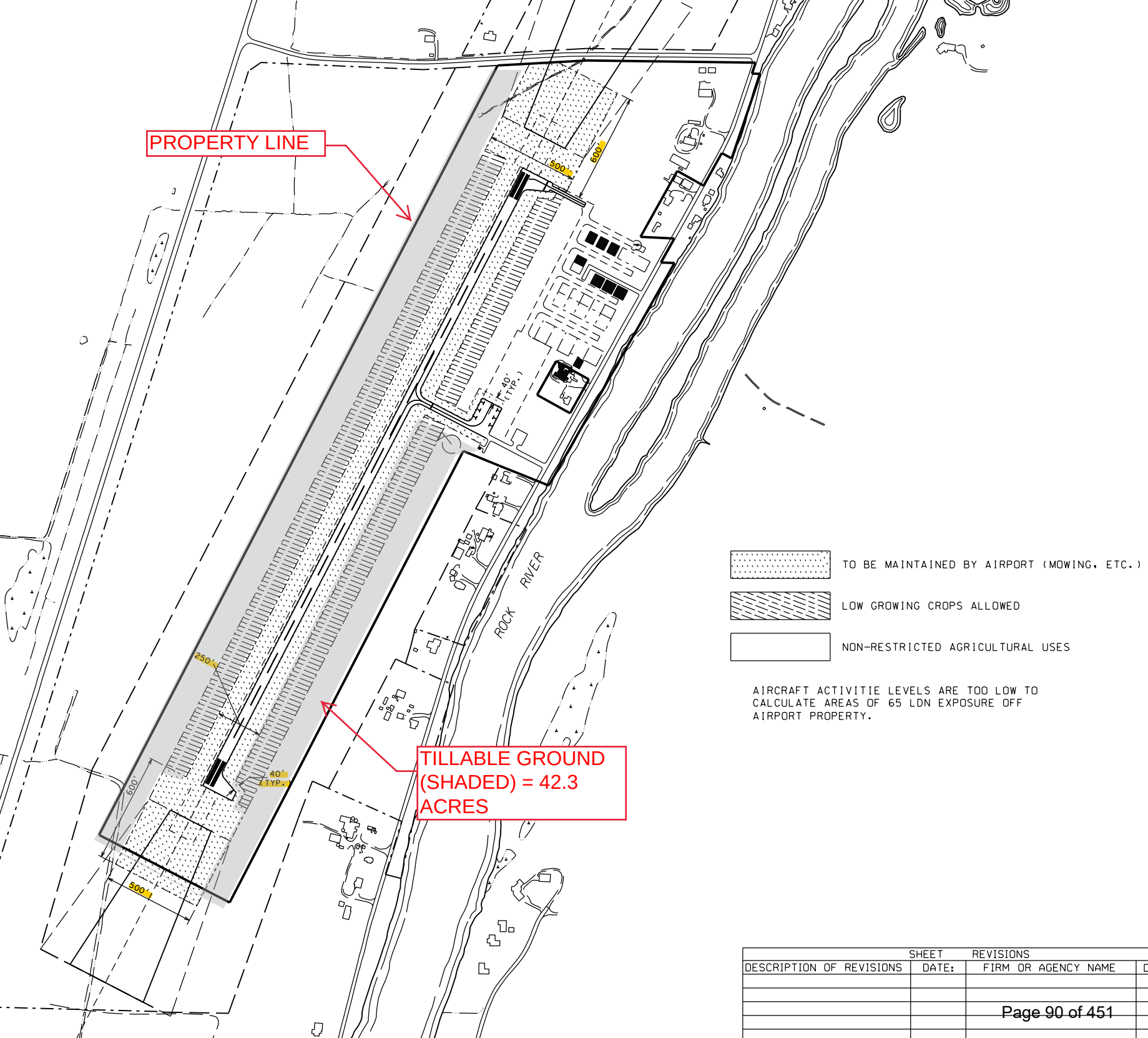
By: _____

Date: _____

Date: _____

By: _____
Michelle Ebbert, City Clerk

Date: _____

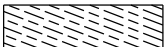


PROPERTY LINE

TILLABLE GROUND
(SHADED) = 42.3
ACRES



TO BE MAINTAINED BY AIRPORT (MOWING, ETC.)



LOW GROWING CROPS ALLOWED



NON-RESTRICTED AGRICULTURAL USES

AIRCRAFT ACTIVITIES LEVELS ARE TOO LOW TO
CALCULATE AREAS OF 65 LDN EXPOSURE OFF
AIRPORT PROPERTY.

SHEET		REVISIONS	
DESCRIPTION OF REVISIONS	DATE:	FIRM OR AGENCY NAME	



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

BID
42.3 Ag Land at Fort Atkinson Airport

UNITS	DESCRIPTION	BID AMOUNT
42.3 acres	Rental of agricultural land at Airport (per attached map) three year lease	\$ 201 /acre (2026)
		\$ 203 /acre (2027)
		\$ 205 /acre (2028)

Bidder Signature: Kutz Farms LLC By [Signature]
Bidder Name: Kutz Farms LLC / Sohn Kutz
Address: N2992 Curtis Mill Rd.
Phone: (920) 723-0413
Email: kutz0413@gmail.com

Bid Total: \$ 25,760.70 /Three years

TO: City of Fort Atkinson

FROM: Broedlow Farms

I have reviewed the written agreement for the agricultural land up for lease at the Fort Atkinson Airport. To keep the soil healthy and fertility in order rotating crops is crucial. I understand low growing crops need to be grown 250 feet from the center of the runway. From my standpoint this factor limits the profitability and available crop options. My bid reflects this constraint. In keeping with your wishes, I would plan to put winter wheat into the rotation after soybeans are harvested. This will help with weed pressure and diseases that frequently occur if no rotation is done. This will also help boost the overall health of the soil. I take pride in making sure I am keeping the soil fertility and health the best it can be!

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Brady Broedlow", with a long horizontal flourish extending to the right.

Brady Broedlow

Broedlow Farms

N4704 South Farmington Road

Helenville WI 53137



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

BID
42.3 Ag Land at Fort Atkinson Airport

UNITS	DESCRIPTION	BID AMOUNT
42.3 acres	Rental of agricultural land at Airport (per attached map) three year lease	\$ 165. ⁰⁰ /acre (2026)
		\$ 210. ⁰⁰ /acre (2027)
		\$ 215. ⁰⁰ /acre (2028)

Bidder Signature: 
Bidder Name: Brady Broedlow
Address: N4704 South Farmington Rd Hellenville WI
Phone: 262-949-0991
Email: broedlowfarmse@gmail.com

Bid Total: \$24,957.⁰⁰ /Three years

Year 1 - 6,979.⁵⁰
Year 2 - 8,883.⁰⁰
Year 3 - 9,094.⁵⁰

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and Brady
Breedlow (hereinafter Renter),

RECITALS:

- A. The City owns the Fort Atkinson Airport. A portion of these lands as noted on the attached exhibit totaling approximately 42.3 acres is available for agricultural use. The Parcel Identification Number of said lands are 226-0614-2332-000, 226-0614-2711-002.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1). That Renter shall rent 42.3 acres more or less of the aforementioned parcel from the
- 2). City. The term of the lease shall be from January 1, 2026 to December 1, 2028.
- 3). The purpose of said lease is for the planting, growing and harvesting of crops by Renter.
- 4). The rent to be paid by Renter is:

$\$165.00$ /per acre, or \$ 7867.50 total rent in 2026
 $\$20.00$ /per acre, or \$ 883.00 total rent in 2027
 $\$215.00$ /per acre, or \$ 9,094.50 total rent in 2028

Said rent is to be paid by Renter in two equal payments. The first payment is to be paid on or before July 1, 2026 and every year of the agreement thereafter. The second payment is to be paid on or before December 1 2026 and every year of the agreement thereafter.. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

- 5). Renter or his agents may enter onto the aforementioned property from Airport boundaries noted in the parcel numbers above. Heavy equipment may not cross asphalt areas. Renter may bring unto said property such equipment as may be necessary to plant, maintain and harvest crops with the understanding that no damage is done to the City's property while doing so. Renter shall protect and maintain any property irons that are located on said property.
- 6). Renter shall remove all crops/stalks from said property on or before December 1 of the Agreement year. The Renter shall coordinate any fall plowing with the City.
- 7). The City has the right to land-apply biosolids to this parcel and Renter shall coordinate his work with the Fort Atkinson Wastewater Utility concerning the land application of bio-solids on this parcel.
- 8). The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond

December 1, 2028. The City reserves the right to terminate the Agreement at any time with a 90-day written notice to the Renter.

- 9). Renter should note the provision for only low growing crops within 250 FT of the centerline of the runway as noted in the exhibit. Beans are considered low growing. Corn is not.
- 10). Renter shall employ good farming techniques that are standard and customary in the area while farming on said property so that no damage is done to same.
- 11). Neither party may assign their respective interest in this agreement without the written consent of the other party.
- 12). This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

RENTER

By: _____
Rebecca Houseman, City Manager

By: Brenda Buddle

Date: 9/1/2025

Date: _____

By: _____
Michelle Ebbert, City Clerk

Date: _____



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to a rental agreement for hunting land on City-owned property near the Wastewater Treatment Facility (Navin, Director of Public Works)

BACKGROUND

The City owns the land adjacent to the Wastewater Treatment Facility in the Town of Koshkonong. A portion of these lands totaling approximately 70 acres is available for hunting use. The Parcel Identification Number of said lands are 0842-000, 0843-000, 0844-002.

DISCUSSION

All legal hunting is allowed with rights exclusive to the signatory of this lease or their designee. All persons on the property must carry written signed permission of the signatory and present to any City representative if requested. Subleasing is prohibited. Restrictions on the land include: no permanent structures, no earthmoving, no tree removal greater than 6", mowing only to establish trails of less than six feet, no planting and no other use of the property. Land use will only allow archery and shotgun hunting. No rifle use will be allowed.

Staff sought bids for the hunting lands for a term beginning upon approval through August 1, 2025. The lease is for approximately 70 acres of hunting land. Staff advertised the availability of the land in the *Jefferson County Daily Union* on August 22 and August 29, 2025. Staff also posted information on the City's website and Facebook page.

The City received three bids for the hunting land rental.

FINANCIAL ANALYSIS

The bids received were as follows:

<u>BIDDER</u>	<u>PRICE/ACRE/YEAR</u>
Mathew Thompson	\$31/acre
Matt Christiansen and Briar Cummings	\$27.50/acre/2026, \$30/acre/2027, \$32.50/acre/2028

Austin Jacobson

\$14.30/acre/2026, \$17.85/acre/2027, \$21.45/acre/2028

Note that the highest bidder for this lease is a City of Fort Atkinson employee. Mr. Thompson followed the same process as the other bidders, and no special treatment or information was provided to him.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the hunting land lease for the City-owned property adjacent to the Wastewater Treatment Facility with Mathew Thompson for \$6,510 or \$31 per acre in 2026-2028.

ATTACHMENTS

1. Thompson
2. Christiansen and Cummings
3. Jacobson
4. WWTP Hunting Land Lease Packet1 2025



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

BID
Hunting Land at Wastewater Utility

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
70 acres	Bids are being solicited for the rental of 70 acres of hunting land at the Wastewater Utility for a three (3) year period.	\$ <u>31</u> /acre (2026) \$ <u>31</u> /acre (2027) \$ <u>31</u> /acre (2028)

Bidder Signature: _____

Matthew Thompson

Bidder Name: _____

MATHEW THOMPSON

Address: _____

11618 S MAIN ST FORT ATKINSON WI 53538

Phone: _____

262-443-4535

Email: _____

thompsonmatthew@rocketmail.com

Bid Total: \$ 6,510.00 /Three years



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

BID
Hunting Land at Wastewater Utility

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
70 acres	Bids are being solicited for the rental of 70 acres of hunting land at the Wastewater Utility for a three (3) year period.	\$ <u>27.50</u> /acre (2026) \$ <u>30.00</u> /acre (2027) \$ <u>32.50</u> /acre (2028)

Bidder Signature: _____

Bidder Name: _____

Address: _____

Phone: _____

Email: _____

Bid Total: \$ 6,300.00 /Three years

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and Matt CHRISTIANSEN
(hereinafter Renter), BRIAN CUMMINGS

RECITALS:

- A. The City owns the land adjacent to the Wastewater Treatment Facility. A portion of these lands as noted on the attached exhibit totaling approximately 70 acres is available for hunting use. The Parcel Identification Number of said lands are 0842-000, 0843-000, 0844-002.
- B. All legal hunting is allowed with rights exclusive to the signatory of this lease or their designee
- C. All persons on the property shall carry written signed permission of the signatory and present such to any City representative if requested.
- D. Subleasing is prohibited
- E. Restrictions
 - a. No permanent structures may be constructed on the land.
 - b. No earthmoving activity
 - c. No tree removal greater than 6" DBH
 - d. Mowing only to establish trails no wider than 6 FT
 - e. No planting is allowed
 - f. No other use is allowed on the property
 - g. Archery and shotgun only. No rifle use will be allowed.
- F. The leasee assumes all liability associated with their activity on the site and agrees to hold the City of Fort Atkinson harmless to any claim.
- G. Trespass on adjacent lands without written permission of the landowner is cause for termination of the lease.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. That Renter shall rent 70 acres more or less of the aforementioned parcel from the City.
- 2. The term of the lease shall be from the date the agreement is signed to August 1, 2028.
- 3. The purpose of said lease is for the hunting by Renter.
- 4. The rent to be paid by Renter is:

\$ 27.50 per acre, or \$ 1925 total rent in 2026
\$ 30.00 per acre, or \$ 2100 total rent in 2027
\$ 32.50 per acre, or \$ 2275 total rent in 2028

Said rent is to be paid by Renter in two equal payments each year. The first payment is to be paid on or before July 1, 2026 and every year of the agreement thereafter. The second payment is to be paid on or before December 1, 2026 and every year of the agreement thereafter. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

- 5. Renter or their agents may enter onto the aforementioned property ONLY from the access provided at the end of Farmco Lane. Renter shall protect and maintain any property irons that are located on said property.
- 6. The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond August 1, 2028. The City reserves the right to terminate the Agreement at any time with a 90-day written notice to the Renter.
- 7. This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

RENTER

By: _____
Rebecca Houseman, City Manager

Date: _____

By: _____
Michelle Ebbert, City Clerk

Date: _____

By: 

Date: 8/31/2025



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

ADVERTISEMENT FOR BIDS RENTAL OF AGRICULTURAL & HUNTING LAND

Bids for rental of the following lands will be received until **4:30 p.m. on Sept. 5, 2025** via email or in person at the Fort Atkinson Municipal Building, 101 North Main Street, Fort Atkinson, WI, 53538.

1. Bids are being solicited for the rental of 41.2 acres of land in the Klement Business Park for a three (3) year period. The land can be used for haying only. The available acreage for haying is smaller than the total parcel size noted, however, bids will be based on the total parcel's acreage based on the boundaries noted in the bid map.
2. Bids are being solicited from individuals for the rental of 26.5 acres of agriculture land in the Klement Business Park for a three (3) year period.
3. Bids are being solicited from individuals for the rental of 42.3 acres of agriculture land at the Fort Atkinson Municipal Airport for a three (3) year period.
4. Bids are being solicited from individuals for the rental of 70 acres of hunting land near the Wastewater Treatment Plant for a (3) year period. Land use will only allow archery and shotgun hunting. No rifle use will be allowed.

The bid form and map showing the land available for rent can be obtained at www.fortatkinsonwi.gov/agland.

All bid forms should be returned to the Sarah Weihert at sweihert@fortatkinsonwi.gov or City of Fort Atkinson, 101 North Main Street, Fort Atkinson, Wisconsin, 53538, and the name and address of the bidder marked on the outside of the enveloped and said envelope should be plainly marked ***"Klement Business Park Hay Land Rental, Klement Business Park Agriculture Land, Airport Agriculture Land or Wastewater Hunting Land."***

Bids may be awarded at the Sept. 16 City Council meeting. The City of Fort Atkinson has the right to accept or reject any or all bids and to award the bid to whomever will best serve the interest of the City.

Michelle Ebbert, City Clerk
City of Fort Atkinson

Publish: August 22 and Aug. 29, 2025



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

BID
Hunting Land at Wastewater Utility

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
70 acres	Bids are being solicited for the rental of 70 acres of hunting land at the Wastewater Utility for a three (3) year period.	\$_____/acre (2026) \$_____/acre (2027) \$_____/acre (2028)

Bidder Signature: _____

Bidder Name: _____

Address: _____

Phone: _____

Email: _____

Bid Total: _____/Three years

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and _____
(hereinafter Renter),

RECITALS:

- A. The City owns the land adjacent to the Wastewater Treatment Facility. A portion of these lands as noted on the attached exhibit totaling approximately 70 acres is available for hunting use. The Parcel Identification Number of said lands are 0842-000, 0843-000, 0844-002.
- B. All legal hunting is allowed with rights exclusive to the signatory of this lease or their designee
- C. All persons on the property shall carry written signed permission of the signatory and present such to any City representative if requested.
- D. Subleasing is prohibited
- E. Restrictions
 - a. No permanent structures may be constructed on the land.
 - b. No earthmoving activity
 - c. No tree removal greater than 6" DBH
 - d. Mowing only to establish trails no wider than 6 FT
 - e. No planting is allowed
 - f. No other use is allowed on the property
 - g. Archery and shotgun only. No rifle use will be allowed.
- F. The leasee assumes all liability associated with their activity on the site and agrees to hold the City of Fort Atkinson harmless to any claim.
- G. Trespass on adjacent lands without written permission of the landowner is cause for termination of the lease.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. That Renter shall rent 70 acres more or less of the aforementioned parcel from the City.
- 2. The term of the lease shall be from the date the agreement is signed to August 1, 2028.
- 3. The purpose of said lease is for the hunting by Renter.
- 4. The rent to be paid by Renter is:

\$ _____ per acre, or \$ _____ total rent in 2026
\$ _____ per acre, or \$ _____ total rent in 2027
\$ _____ per acre, or \$ _____ total rent in 2028

Said rent is to be paid by Renter in two equal payments each year. The first payment is to be paid on or before July 1, 2026 and every year of the agreement thereafter. The second payment is to be paid on or before December 1, 2026 and every year of the agreement thereafter. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

5. Renter or their agents may enter onto the aforementioned property ONLY from the access provided at the end of Farmco Lane. Renter shall protect and maintain any property irons that are located on said property.
6. The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond August 1, 2028. The City reserves the right to terminate the Agreement at any time with a 90-day written notice to the Renter.
7. This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

RENTER

By: _____
Rebecca Houseman, City Manager

Date: _____

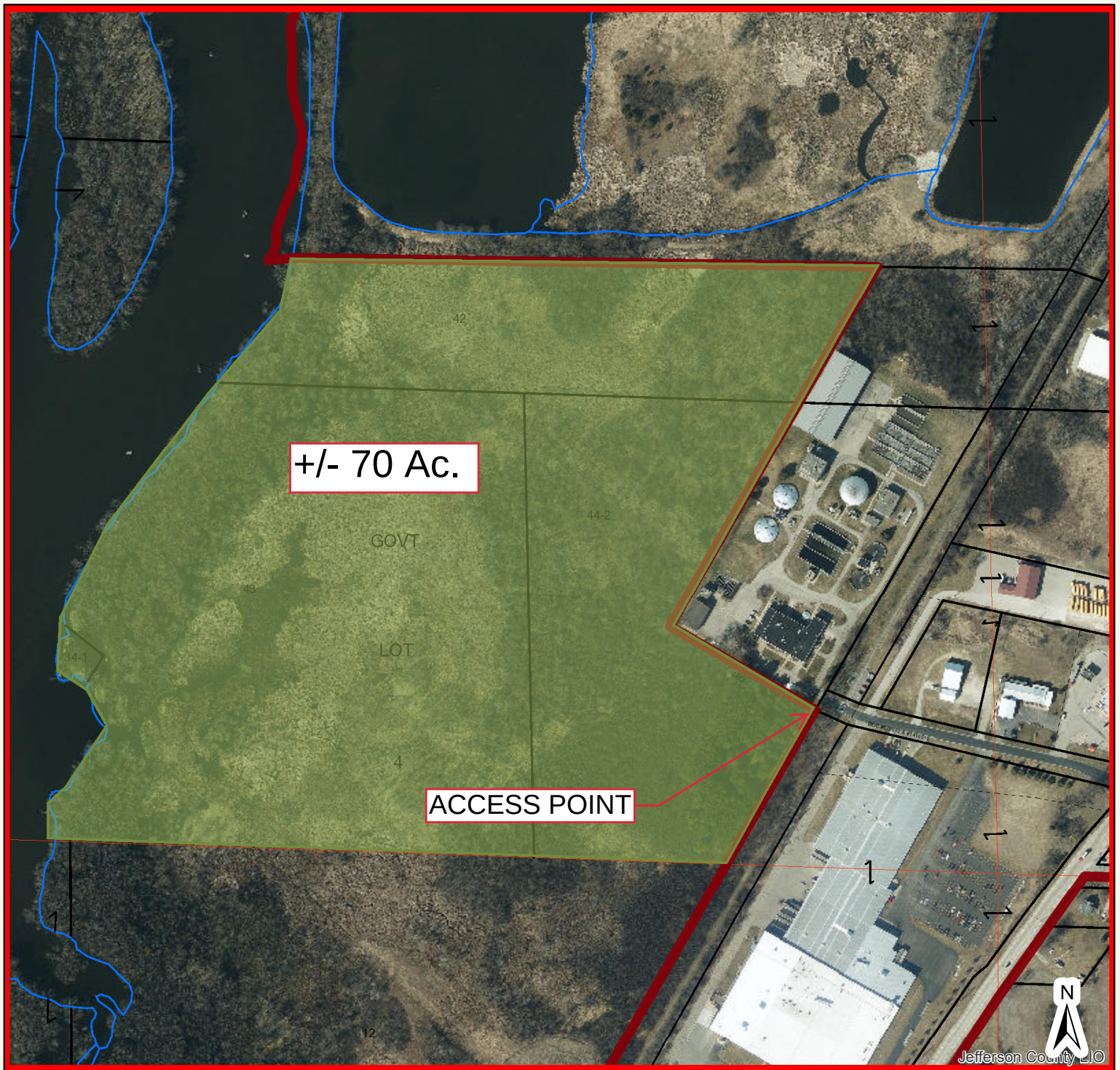
By: _____
Michelle Ebbert, City Clerk

Date: _____

By: _____

Date: _____

Jefferson County Land Information



- Municipal Boundaries
- Road Right of Ways
- Parcel Lines**
- Section Lines
- Property Boundary
- Surface Water
- Old Lot/Meander Lines
- Map Hooks
- Rail Right of Ways
- Tax Parcels



Jefferson County Geographic Information System

400 200 0 400 Feet
1 inch = 400 feet

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

Printed on: August 17, 2022

Author: Public User



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

ADVERTISEMENT FOR BIDS RENTAL OF AGRICULTURAL & HUNTING LAND

Bids for rental of the following lands will be received until **4:30 p.m. on Sept. 5, 2025** via email or in person at the Fort Atkinson Municipal Building, 101 North Main Street, Fort Atkinson, WI, 53538.

1. Bids are being solicited for the rental of 41.2 acres of land in the Klement Business Park for a three (3) year period. The land can be used for haying only. The available acreage for haying is smaller than the total parcel size noted, however, bids will be based on the total parcel's acreage based on the boundaries noted in the bid map.
2. Bids are being solicited from individuals for the rental of 26.5 acres of agriculture land in the Klement Business Park for a three (3) year period.
3. Bids are being solicited from individuals for the rental of 42.3 acres of agriculture land at the Fort Atkinson Municipal Airport for a three (3) year period.
4. Bids are being solicited from individuals for the rental of 70 acres of hunting land near the Wastewater Treatment Plant for a (3) year period. Land use will only allow archery and shotgun hunting. No rifle use will be allowed.

The bid form and map showing the land available for rent can be obtained at www.fortatkinsonwi.gov/agland.

All bid forms should be returned to the Sarah Weihert at sweihert@fortatkinsonwi.gov or City of Fort Atkinson, 101 North Main Street, Fort Atkinson, Wisconsin, 53538, and the name and address of the bidder marked on the outside of the enveloped and said envelope should be plainly marked ***"Klement Business Park Hay Land Rental, Klement Business Park Agriculture Land, Airport Agriculture Land or Wastewater Hunting Land."***

Bids may be awarded at the Sept. 16 City Council meeting. The City of Fort Atkinson has the right to accept or reject any or all bids and to award the bid to whomever will best serve the interest of the City.

Michelle Ebbert, City Clerk
City of Fort Atkinson

Publish: August 22 and Aug. 29, 2025



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

BID
Hunting Land at Wastewater Utility

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
70 acres	Bids are being solicited for the rental of 70 acres of hunting land at the Wastewater Utility for a three (3) year period.	\$_____/acre (2026) \$_____/acre (2027) \$_____/acre (2028)

Bidder Signature: _____

Bidder Name: _____

Address: _____

Phone: _____

Email: _____

Bid Total: _____/Three years

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and _____
(hereinafter Renter),

RECITALS:

- A. The City owns the land adjacent to the Wastewater Treatment Facility. A portion of these lands as noted on the attached exhibit totaling approximately 70 acres is available for hunting use. The Parcel Identification Number of said lands are 0842-000, 0843-000, 0844-002.
- B. All legal hunting is allowed with rights exclusive to the signatory of this lease or their designee
- C. All persons on the property shall carry written signed permission of the signatory and present such to any City representative if requested.
- D. Subleasing is prohibited
- E. Restrictions
 - a. No permanent structures may be constructed on the land.
 - b. No earthmoving activity
 - c. No tree removal greater than 6" DBH
 - d. Mowing only to establish trails no wider than 6 FT
 - e. No planting is allowed
 - f. No other use is allowed on the property
 - g. Archery and shotgun only. No rifle use will be allowed.
- F. The leasee assumes all liability associated with their activity on the site and agrees to hold the City of Fort Atkinson harmless to any claim.
- G. Trespass on adjacent lands without written permission of the landowner is cause for termination of the lease.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. That Renter shall rent 70 acres more or less of the aforementioned parcel from the City.
- 2. The term of the lease shall be from the date the agreement is signed to May 31, 2028.
- 3. The purpose of said lease is for the hunting by Renter.
- 4. The rent to be paid by Renter is:

\$ _____ per acre, or \$ _____ total rent in 2026
\$ _____ per acre, or \$ _____ total rent in 2027
\$ _____ per acre, or \$ _____ total rent in 2028

The first rent payment is to be paid upon signing and the following payments are to be paid in equal installments on or before May 31, 2026 and May 31, 2027. The second payment is to be paid on or before December 1, 2026 and December 1, 2027. The final payment on the lease is due by the leases end on May 31, 2028. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

5. Renter or their agents may enter onto the aforementioned property ONLY from the access provided at the end of Farmco Lane. Renter shall protect and maintain any property irons that are located on said property.
6. The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond May 31, 2028. The City reserves the right to terminate the Agreement at any time with a 90-day written notice to the Renter.
7. This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

RENTER

By: _____
Rebecca Houseman, City Manager

Date: _____

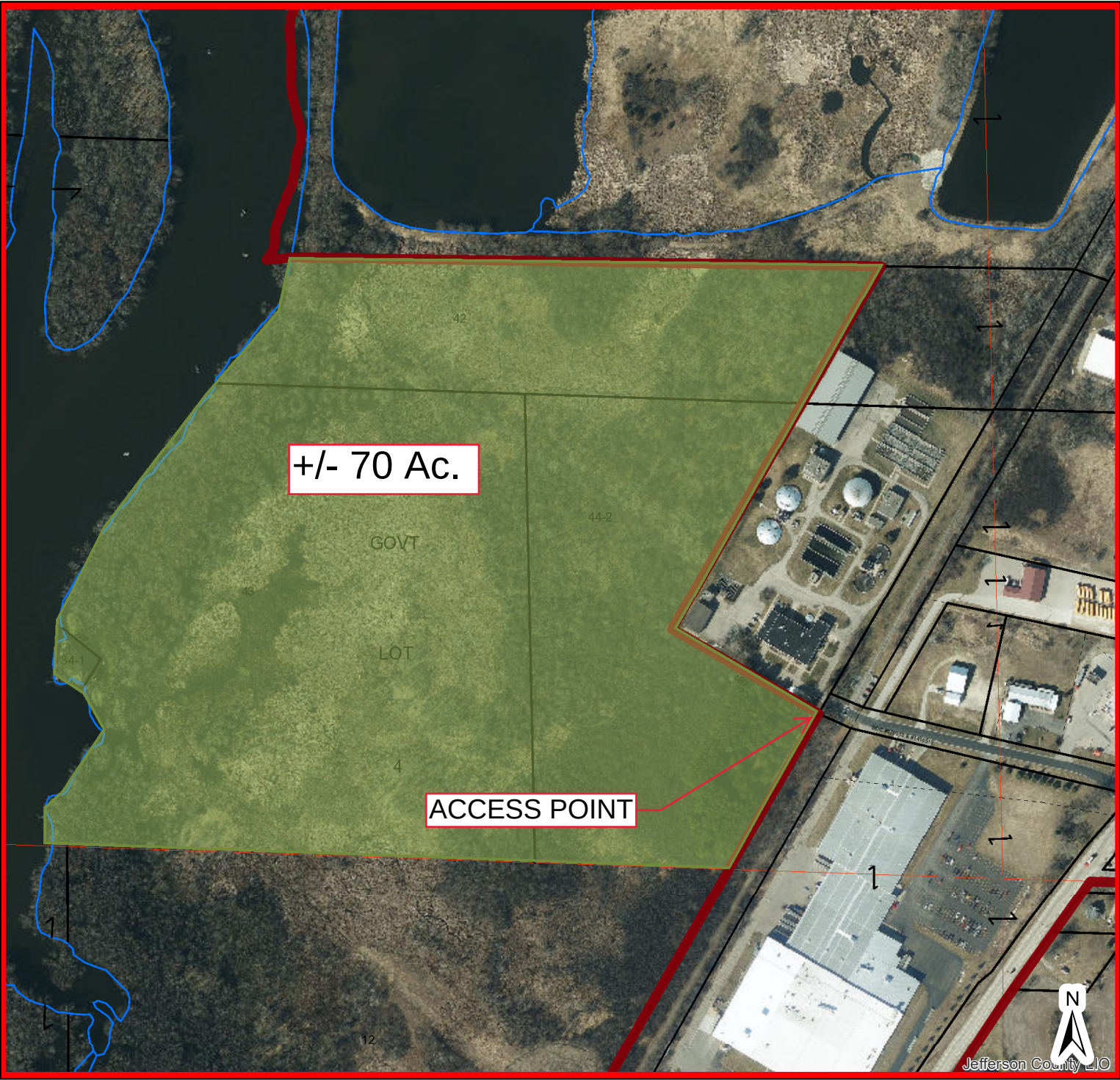
By: _____
Michelle Ebbert, City Clerk

Date: _____

By: _____

Date: _____

Jefferson County Land Information



- Municipal Boundaries
- Road Right of Ways
- Parcel Lines**
- Property Boundary
- Section Lines
- Old Lot/Meander Lines
- Surface Water
- Map Hooks
- Rail Right of Ways
- Tax Parcels



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to a rental agreement for agricultural land on City-owned property in the Klement Business Park (Navin, Director of Public Works)

BACKGROUND

The City owns land in the Klement Business Park. The Parcel Identification Number of said lands are 226-0514-1633-000 and 226-0514-1632-001. The City has traditionally rented the agricultural land in the Klement Business Park that is undeveloped, and the current lease ends on December 1, 2025.

DISCUSSION

Staff sought bids for the agricultural land rental at the Klement Business Park for the term of January 1, 2026 through December 1, 2028. The lease is for 26.5 acres of land. Staff advertised the availability of the agricultural land lease in the *Jefferson County Daily Union* on August 22 and 29, 2025. Staff also posted information on the City's website and Facebook page.

The City received two bids for the agricultural land at the Klement Business Park.

FINANCIAL ANALYSIS

The bids received were as follows:

<u>BIDDER</u>	<u>PRICE/ACRE</u>
Wilharm Hay Sales	\$250/acre
Andrew Luebke	\$210/acre

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the agricultural land lease for the lands in the Klement Business Park with Wilharm Hay Sales for \$19,875 or \$250 per acre for the 2026-28 term.

ATTACHMENTS

1. Klement Ag Land Lease Packet1 2025
2. Wilharm
3. Luebke



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

ADVERTISEMENT FOR BIDS RENTAL OF AGRICULTURAL & HUNTING LAND

Bids for rental of the following lands will be received until **4:30 p.m. on Sept. 5, 2025** via email or in person at the Fort Atkinson Municipal Building, 101 North Main Street, Fort Atkinson, WI, 53538.

1. Bids are being solicited for the rental of 41.2 acres of land in the Klement Business Park for a three (3) year period. The land can be used for haying only. The available acreage for haying is smaller than the total parcel size noted, however, bids will be based on the total parcel's acreage based on the boundaries noted in the bid map.
2. Bids are being solicited from individuals for the rental of 26.5 acres of agriculture land in the Klement Business Park for a three (3) year period.
3. Bids are being solicited from individuals for the rental of 42.3 acres of agriculture land at the Fort Atkinson Municipal Airport for a three (3) year period.
4. Bids are being solicited from individuals for the rental of 70 acres of hunting land near the Wastewater Treatment Plant for a (3) year period. Land use will only allow archery and shotgun hunting. No rifle use will be allowed.

The bid form and map showing the land available for rent can be obtained at www.fortatkinsonwi.gov/agland.

All bid forms should be returned to the Sarah Weihert at sweihert@fortatkinsonwi.gov or City of Fort Atkinson, 101 North Main Street, Fort Atkinson, Wisconsin, 53538, and the name and address of the bidder marked on the outside of the enveloped and said envelope should be plainly marked ***"Klement Business Park Hay Land Rental, Klement Business Park Agriculture Land, Airport Agriculture Land or Wastewater Hunting Land."***

Bids may be awarded at the Sept. 16 City Council meeting. The City of Fort Atkinson has the right to accept or reject any or all bids and to award the bid to whomever will best serve the interest of the City.

Michelle Ebbert, City Clerk
City of Fort Atkinson

Publish: August 22 and Aug. 29, 2025



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

BID
Agriculture Land at Klement Business Park

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
26.5 acres	Bids are being solicited for the rental of 26.5 acres of agricultural in the Klement Business Park for a three (3) year period.	\$_____/acre (2026) \$_____/acre (2027) \$_____/acre (2028)

Bidder Signature: _____

Bidder Name: _____

Address: _____

Phone: _____

Email: _____

Bid Total: _____/Three years

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and _____
_____ (hereinafter Renter),

RECITALS:

- A. The City owns lots within the Klement Business Park. The Parcel Identification Number of said lands are 226-0514-1632-001 (9.3ac), and 226-0514-1633-000 (17.2ac).

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1). That Renter shall rent 26.5 acres more or less of the aforementioned parcel from the City.
- 2). The term of the lease shall be from January 1, 2026 to December 1, 2028.
- 3). The purpose of said lease is for the planting, growing and harvesting of crops by Renter.
- 4). The rent to be paid by Renter is:

\$ _____ per acre, or \$ _____ total rent in 2026
\$ _____ per acre, or \$ _____ total rent in 2027
\$ _____ per acre, or \$ _____ total rent in 2028

Said rent is to be paid by Renter in two equal payments. The first payment is to be paid on or before July 1, 2026 and every year of the agreement thereafter. The second payment is to be paid on or before December 1 2026 and every year of the agreement thereafter. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

- 5). Renter may bring unto said property such equipment as may be necessary to plant, maintain and harvest crops with the understanding that no damage is done to the City's property while doing so. Renter shall protect and maintain any property irons that are located on said property.

- 6). Renter shall remove all crops/stalks from said property on or before December 1 of the Agreement year. The Renter shall coordinate any fall plowing with the City.

- 7). The City has the right to land-apply biosolids to this parcel and Renter shall coordinate his work with the Fort Atkinson Wastewater Utility concerning the land application of bio-solids on this parcel.

- 8). The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond December 1, 2028. The City reserves the right to terminate the Agreement at any time with a 90-day written notice to the Renter.

- 9). Renter shall employ good farming techniques that are standard and customary in the area while farming on said property so that no damage is done to same.
- 10). Neither party may assign their respective interest in this agreement without the written consent of the other party.
- 11). This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

RENTER

By: _____
Rebecca Houseman
City Manager

Date: _____

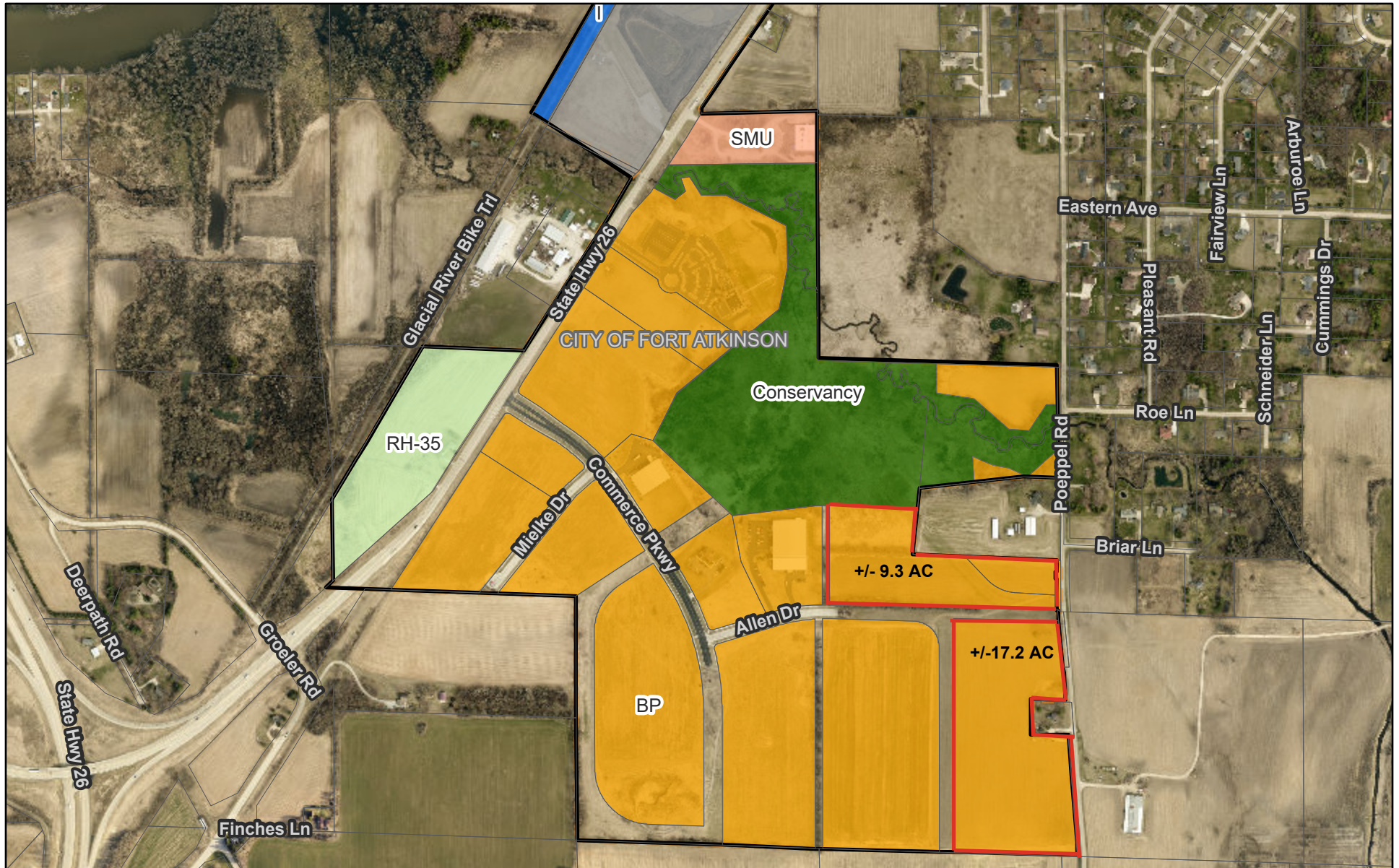
By: _____

Date: _____

By: _____
Michelle Ebbert, City Clerk

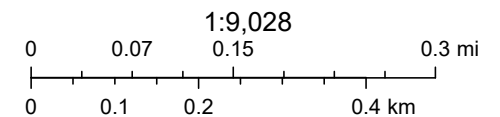
Date: _____

Klement Agriculture Land



7/21/2025, 10:03:27 AM

- | | | |
|---|--------------------------|---|
| Jefferson County Tax Parcels | SMU - Suburban Mixed Use | RH-35 - Rural Holding |
| City of Fort Atkinson Municipal Boundary 2022 | I - Institutional | City of Fort Atkinson 1.5 Mile Extra-Territorial Jurisdiction |
| City of Fort Atkinson Base Zoning | MI - Medium Industrial | Extraterritorial Limits |
| Conservancy | BP - Business Park | 3 mi Plat Review |
| | | Property Boundary |





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

BID
Agriculture Land at Klement Business Park

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
26.5 acres	Bids are being solicited for the rental of 26.5 acres of agricultural in the Klement Business Park for a three (3) year period.	\$ <u>250</u> /acre (2026) \$ <u>250</u> /acre (2027) \$ <u>250</u> /acre (2028)

Bidder Signature: _____

Bidder Name: _____

Address: _____

Phone: _____

Email: _____

Bid Total: _____

\$19,875 /Three years

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and Wilharm Hay Sales LLC (hereinafter Renter),

RECITALS:

- A. The City owns lots within the Klement Business Park. The Parcel Identification Number of said lands are 226-0514-1632-001 (9.3ac), and 226-0514-1633-000 (17.2ac).

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1). That Renter shall rent 26.5 acres more or less of the aforementioned parcel from the City.
- 2). The term of the lease shall be from January 1, 2026 to December 1, 2028.
- 3). The purpose of said lease is for the planting, growing and harvesting of crops by Renter.
- 4). The rent to be paid by Renter is:

\$ 250 per acre, or \$ 6625 total rent in 2026
\$ 250 per acre, or \$ 6625 total rent in 2027
\$ 250 per acre, or \$ 6625 total rent in 2028

Said rent is to be paid by Renter in two equal payments. The first payment is to be paid on or before July 1, 2026 and every year of the agreement thereafter. The second payment is to be paid on or before December 1 2026 and every year of the agreement thereafter. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

- 5). Renter may bring unto said property such equipment as may be necessary to plant, maintain and harvest crops with the understanding that no damage is done to the City's property while doing so. Renter shall protect and maintain any property irons that are located on said property.

- 6). Renter shall remove all crops/stalks from said property on or before December 1 of the Agreement year. The Renter shall coordinate any fall plowing with the City.

- 7). The City has the right to land-apply biosolids to this parcel and Renter shall coordinate his work with the Fort Atkinson Wastewater Utility concerning the land application of bio-solids on this parcel.

- 8). The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond December 1, 2028. The City reserves the right to terminate the Agreement at any time with a 90-day written notice to the Renter.

- 9). Renter shall employ good farming techniques that are standard and customary in the area while farming on said property so that no damage is done to same.
- 10). Neither party may assign their respective interest in this agreement without the written consent of the other party.
- 11). This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

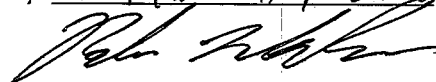
RENTER

By: _____

Rebecca Houseman
City Manager

Date: _____

By: Wilhelm Hay Sales LLC



Date: 9-2-2025

By: _____

Michelle Ebbert, City Clerk

Date: _____

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and A+K
Luecke Farms LLC (hereinafter Renter),

RECITALS:

- A. The City owns lots within the Klement Business Park. The Parcel Identification Number of said lands are 226-0514-1632-001 (9.3ac), and 226-0514-1633-000 (17.2ac).

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1). That Renter shall rent 26.5 acres more or less of the aforementioned parcel from the City.
- 2). The term of the lease shall be from January 1, 2026 to December 1, 2028.
- 3). The purpose of said lease is for the planting, growing and harvesting of crops by Renter.
- 4). The rent to be paid by Renter is:

\$ 210 per acre, or \$ 5565 total rent in 2026
\$ 210 per acre, or \$ 5565 total rent in 2027
\$ 210 per acre, or \$ 5565 total rent in 2028

Said rent is to be paid by Renter in two equal payments. The first payment is to be paid on or before July 1, 2026 and every year of the agreement thereafter. The second payment is to be paid on or before December 1 2026 and every year of the agreement thereafter. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

- 5). Renter may bring unto said property such equipment as may be necessary to plant, maintain and harvest crops with the understanding that no damage is done to the City's property while doing so. Renter shall protect and maintain any property irons that are located on said property.

- 6). Renter shall remove all crops/stalks from said property on or before December 1 of the Agreement year. The Renter shall coordinate any fall plowing with the City.

- 7). The City has the right to land-apply biosolids to this parcel and Renter shall coordinate his work with the Fort Atkinson Wastewater Utility concerning the land application of bio-solids on this parcel.

- 8). The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond December 1, 2028. The City reserves the right to terminate the Agreement at any time with a 90-day written notice to the Renter.

- 9). Renter shall employ good farming techniques that are standard and customary in the area while farming on said property so that no damage is done to same.
- 10). Neither party may assign their respective interest in this agreement without the written consent of the other party.
- 11). This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON RENTER

By: _____

Rebecca Houseman
City Manager

Date: _____

By: _____

Date: 9-4-25

By: _____

Michelle Ebbert, City Clerk

Date: _____



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to a rental agreement for agricultural hay land on City-owned property in the Klement Business Park (Navin, Director of Public Works)

BACKGROUND

The City owns the land in the Klement Business Park. The land can be used for haying only. The Parcel Identification Number of the lands are 2226-0514-1741-001 (11.2), 226-0514-1744-000 (16.4), 226-0514-1744-001 (13.8). The City has traditionally rented this land for haying, and the current lease ends on December 1, 2025.

DISCUSSION

The available acreage for haying is less than the total parcel size; however, bids were solicited based on the full 41.2-acre parcel. Staff sought bids to lease the land from January 1, 2026, through December 1, 2028, and advertised the opportunity in the *Jefferson County Daily Union* on August 22 and 29, 2025, as well as on the City's website and Facebook page.

Two bids were received for the hay land rental at City-owned property in the Klement Business Park. The bids were identical, and both parties were invited to submit a best and final offer, but each declined. Staff then notified the bidders that, absent new offers, the decision would be made by coin toss. The toss was conducted, and Andrew Luebke was declared the winner.

FINANCIAL ANALYSIS

The bids received were as follows:

<u>BIDDER</u>	<u>PRICE/ACRE</u>
Wilharm Hay Sales	\$100/acre
Andrew Luebke	\$100/acre

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the agricultural hay land lease for the lands in the Klement Business Park with Andrew Luebke for \$24,318 or \$100 per acre for the 2026-2028 term.

ATTACHMENTS

1. Wilharm Hay Sales
2. Luebke Farms
3. Klement Hay Land Lease Packet1 2025



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

BID
Hay Production Land at Klement Business Park

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
41.2 acres	Bids are being solicited for the rental of 41.2 acres of land in the Klement Business Park for a three (3) year period. The land can be used for haying only. The available acreage for haying is smaller than the total parcel size noted, however, bids will be based on the total parcel's acreage based on the boundaries noted in the bid map.	\$ <u>100</u> /acre (2026) \$ <u>100</u> /acre (2027) \$ <u>100</u> /acre (2028)

Bidder Signature: 

Bidder Name: Wilharm Hay Sales LLC

Address: N499 County K, Whitewater, WI 53190

Phone: 920 397 2050

Email: nwilharm@gmx.com

Bid Total: \$12,360 /Three years

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and Wilhelm
Hay Sales LLC (hereinafter Renter),

RECITALS:

- A. The City owns lots in Klement Business Park. The Parcel Identification Number of said lands are 226-0514-1741-001 (11.2), 226-0514-1744-000 (16.4), 226-0514-1744-001 (13.8)
- B. These parcels compromise approximately 41.2 acres, a portion of which can be cut and baled for hay, other portions are not suitable for haying.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Renter shall rent acres of the aforementioned parcels from the City.
2. Land may only be used for haying. No other ground disturbance is allowed. Bales stored on-site must be removed by December 1 of each year, unless otherwise agreed in writing.
3. The term of the lease shall be from January 1, 2026 to December 1, 2028.
4. The rent to be paid by Renter is:

\$ 100 per acre, or \$ 4120 total rent in 2026
\$ 100 per acre, or \$ 4120 total rent in 2027
\$ 100 per acre, or \$ 4120 total rent in 2028

Said rent is to be paid by Renter in two equal payments. The first payment is to be paid on or before July 1, 2026 and every year of the agreement thereafter. The second payment is to be paid on or before December 1 2026 and every year of the agreement thereafter. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

5. Renter or his agents may enter onto the aforementioned property from Business Highway 26. Renter may bring unto said property such equipment as may be necessary to maintain and harvest hay with the understanding that no damage is done to the City's property while doing so. Renter shall protect and maintain any property irons that are located on said property.
6. The City has the right to land-apply biosolids to this parcel and Renter shall coordinate his work with the Fort Atkinson Wastewater Utility concerning the land application of bio-solids on this parcel.
7. The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond December 1, 2028. The City reserves the right to terminate the Agreement at any time with a 90-

day written notice to the Renter.

8. The City reserves the right to sell any of the land covered by this Rental Agreement at any time without notice to the Renter. If any land covered by this Rental Agreement is sold, Renter will not be responsible for the rent on the sold acres.
9. Renter shall employ good farming techniques that are standard and customary in the area while haying on said property so that no damage is done to same.
10. Neither party may assign their respective interest in this agreement without the written consent of the other party.
11. This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

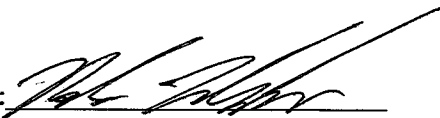
RENTER

By: _____

Rebecca Houseman
City Manager

Date: _____

By: _____


Wilkorn Hay Sales LLC

Date: 9-2-25

By: _____

Michelle Ebbert, City Clerk

Date: _____

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and A-K
Luecke Farms LLC (hereinafter Renter),

RECITALS:

- A. The City owns lots in Klement Business Park. The Parcel Identification Number of said lands are 226-0514-1741-001 (11.2), 226-0514-1744-000 (16.4), 226-0514-1744-001 (13.8)
- B. These parcels comprise approximately 41.2 acres, a portion of which can be cut and baled for hay, other portions are not suitable for haying.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Renter shall rent acres of the aforementioned parcels from the City.
2. Land may only be used for haying. No other ground disturbance is allowed. Bales stored on-site must be removed by December 1 of each year, unless otherwise agreed in writing.
3. The term of the lease shall be from January 1, 2026 to December 1, 2028.
4. The rent to be paid by Renter is:

\$ 100 per acre, or \$ 4120 total rent in 2026
\$ 100 per acre, or \$ 4120 total rent in 2027
\$ 100 per acre, or \$ 4120 total rent in 2028

Said rent is to be paid by Renter in two equal payments. The first payment is to be paid on or before July 1, 2026 and every year of the agreement thereafter. The second payment is to be paid on or before December 1 2026 and every year of the agreement thereafter. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

5. Renter or his agents may enter onto the aforementioned property from Business Highway 26. Renter may bring unto said property such equipment as may be necessary to maintain and harvest hay with the understanding that no damage is done to the City's property while doing so. Renter shall protect and maintain any property irons that are located on said property.
6. The City has the right to land-apply biosolids to this parcel and Renter shall coordinate his work with the Fort Atkinson Wastewater Utility concerning the land application of bio-solids on this parcel.
7. The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond December 1, 2028. The City reserves the right to terminate the Agreement at any time with a 90-

day written notice to the Renter. TYPED HERE DATE IN

8. The City reserves the right to sell any of the land covered by this Rental Agreement at any time without notice to the Renter. If any land covered by this Rental Agreement is sold, Renter will not be responsible for the rent on the sold acres.
9. Renter shall employ good farming techniques that are standard and customary in the area while haying on said property so that no damage is done to same.
10. Neither party may assign their respective interest in this agreement without the written consent of the other party.
11. This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

HOW THEREFORE, THE PARTIES FOLLOW:

By: no longer valid newfile 2/3/08By: [Signature]

Rebecca Houseman

City Manager

Date: _____

Date: 9-4-25

By: _____

Michelle Ebbert, City Clerk

Date: _____



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

ADVERTISEMENT FOR BIDS RENTAL OF AGRICULTURAL & HUNTING LAND

Bids for rental of the following lands will be received until **4:30 p.m. on Sept. 5, 2025** via email or in person at the Fort Atkinson Municipal Building, 101 North Main Street, Fort Atkinson, WI, 53538.

1. Bids are being solicited for the rental of 41.2 acres of land in the Klement Business Park for a three (3) year period. The land can be used for haying only. The available acreage for haying is smaller than the total parcel size noted, however, bids will be based on the total parcel's acreage based on the boundaries noted in the bid map.
2. Bids are being solicited from individuals for the rental of 26.5 acres of agriculture land in the Klement Business Park for a three (3) year period.
3. Bids are being solicited from individuals for the rental of 42.3 acres of agriculture land at the Fort Atkinson Municipal Airport for a three (3) year period.
4. Bids are being solicited from individuals for the rental of 70 acres of hunting land near the Wastewater Treatment Plant for a (3) year period. Land use will only allow archery and shotgun hunting. No rifle use will be allowed.

The bid form and map showing the land available for rent can be obtained at www.fortatkinsonwi.gov/agland.

All bid forms should be returned to the Sarah Weihert at sweihert@fortatkinsonwi.gov or City of Fort Atkinson, 101 North Main Street, Fort Atkinson, Wisconsin, 53538, and the name and address of the bidder marked on the outside of the enveloped and said envelope should be plainly marked ***"Klement Business Park Hay Land Rental, Klement Business Park Agriculture Land, Airport Agriculture Land or Wastewater Hunting Land."***

Bids may be awarded at the Sept. 16 City Council meeting. The City of Fort Atkinson has the right to accept or reject any or all bids and to award the bid to whomever will best serve the interest of the City.

Michelle Ebbert, City Clerk
City of Fort Atkinson

Publish: August 22 and Aug. 29, 2025



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

BID
Hay Production Land at Klement Business Park

<u>UNITS</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
41.2 acres	Bids are being solicited for the rental of 41.2 acres of land in the Klement Business Park for a three (3) year period. The land can be used for haying only. The available acreage for haying is smaller than the total parcel size noted, however, bids will be based on the total parcel's acreage based on the boundaries noted in the bid map.	\$_____/acre (2026) \$_____/acre (2027) \$_____/acre (2028)

Bidder Signature: _____

Bidder Name: _____

Address: _____

Phone: _____

Email: _____

Bid Total: _____/Three years

RENTAL AGREEMENT

AGREEMENT by and between the City of Fort Atkinson (hereinafter City), and _____
_____ (hereinafter Renter),

RECITALS:

- A. The City owns lots in Klement Business Park. The Parcel Identification Number of said lands are 226-0514-1741-001 (11.2), 226-0514-1744-000 (16.4), 226-0514-1744-001 (13.8)
- B. These parcels compromise approximately 41.2 acres, a portion of which can be cut and baled for hay, other portions are not suitable for haying.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. That Renter shall rent acres of the aforementioned parcels from the City.
- 2. Land may only be used for haying. No other ground disturbance is allowed. Bales stored on-site must be removed by December 1 of each year, unless otherwise agreed in writing.
- 3. The term of the lease shall be from January 1, 2026 to December 1, 2028.
- 4. The rent to be paid by Renter is:

\$ _____ per acre, or \$ _____ total rent in 2026
\$ _____ per acre, or \$ _____ total rent in 2027
\$ _____ per acre, or \$ _____ total rent in 2028

Said rent is to be paid by Renter in two equal payments. The first payment is to be paid on or before July 1, 2026 and every year of the agreement thereafter. The second payment is to be paid on or before December 1 2026 and every year of the agreement thereafter. All payments are to be paid at the City Clerk's Office at 101 North Main Street, Fort Atkinson, Wisconsin.

- 5. Renter or his agents may enter onto the aforementioned property from Business Highway 26. Renter may bring unto said property such equipment as may be necessary to maintain and harvest hay with the understanding that no damage is done to the City's property while doing so. Renter shall protect and maintain any property irons that are located on said property.
- 6. The City has the right to land-apply biosolids to this parcel and Renter shall coordinate his work with the Fort Atkinson Wastewater Utility concerning the land application of bio-solids on this parcel.
- 7. The parties agree that this agreement contains no automatic extension and, therefore, will terminate unless the parties mutually agree in writing to extend said agreement beyond December 1, 2028. The City reserves the right to terminate the Agreement at any time with a 90-

day written notice to the Renter.

8. The City reserves the right to sell any of the land covered by this Rental Agreement at any time without notice to the Renter. If any land covered by this Rental Agreement is sold, Renter will not be responsible for the rent on the sold acres.
9. Renter shall employ good farming techniques that are standard and customary in the area while haying on said property so that no damage is done to same.
10. Neither party may assign their respective interest in this agreement without the written consent of the other party.
11. This agreement is binding upon the parties, their agents and successors-in-interest.

CITY OF FORT ATKINSON

RENTER

By: _____

Rebecca Houseman
City Manager

Date: _____

By: _____

Date: _____

By: _____

Michelle Ebbert, City Clerk

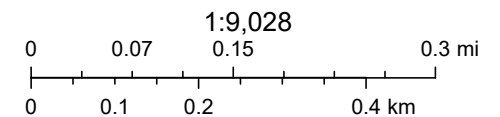
Date: _____

Klement Hay Land



7/21/2025, 10:03:27 AM

- | | | |
|---|--------------------------|---|
| Jefferson County Tax Parcels | SMU - Suburban Mixed Use | RH-35 - Rural Holding |
| City of Fort Atkinson Municipal Boundary 2022 | I - Institutional | City of Fort Atkinson 1.5 Mile Extra-Territorial Jurisdiction |
| City of Fort Atkinson Base Zoning | MI - Medium Industrial | Extraterritorial Limits |
| Conservancy | BP - Business Park | 3 mi Plat Review |
| | | Property Boundary |





MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Ben Dayton, Director of Parks and Recreation

RE: Review and possible action relating to the replacement of the Senior Center Roof (Dayton, Director of Parks and Recreation)

BACKGROUND

The roof of the Senior Center was last replaced in 2004 through the Parks and Recreation Capital Improvement Plan. In 2013, repairs were made following damage caused by a fallen tree limb. Following a heavy rain event in late July of 2025, staff observed a considerable leak coming from the roof, prompting an inspection by multiple professional roofing contractors. Each contractor concluded that the roof could not be patched and recommended complete replacement before the winter season.

This is an unplanned repair and will require the use of contingency funds from the 2025 operating budget.

DISCUSSION

Parks and Recreation staff contacted three roofing contractors for proposals, including the manufacturer's warranty information. Riedl and Son quoted an Owens Corning Duration asphalt shingle, while Reliable Roofing and Serenity Concepts both quoted a CertainTeed Landmark asphalt shingle. For commercial or governmental properties, both of the product manufacturer's warranties are reduced compared to a residential property. Warranty coverage varies among the proposals. Reliable Roofing and Serenity Concepts offer a 5-year workmanship warranty and a 40-year materials warranty through CertainTeed. Riedl and Son, as a certified Platinum Contractor for Owens Corning, provides a 20-year workmanship warranty and a 50-year materials warranty. This represents an additional 15 years of workmanship coverage and 10 years of product coverage.

Contractors noted the presence of several dips across the roof surface, indicating that additional repairs to the roof decking will likely be necessary and require replacement. Based on the square footage of the roof, approximately 255+ sheets of plywood or OSB are needed to cover the full roof. Based on the contractor's assessments, it is recommended to budget for the replacement of at least 50% of the decking. Based on the proposed cost of \$75 per sheet of plywood, the staff recommends including an additional \$9,750 contingency for decking

replacement.

FINANCIAL ANALYSIS

A breakdown of quotes is listed below, including an estimated cost to replace rotten or damaged decking. The actual cost will not be known until after the shingles are removed. As mentioned previously, staff recommends that a minimum of 50% loss is accounted for at \$75 per sheet in the budget for a total \$9,750.

Riedl and Son	Roof replacement cost	\$42,956.46
	Workmanship Warranty	20 Year
	Materials Warranty	50 Year
Reliable Roofing	Roof replacement cost	\$39,100.00
	Workmanship Warranty	5 Year
	Materials Warranty	40 Year
Serenity Concepts	Roof replacement cost	\$54,520.98
	Workmanship Warranty	5 Year
	Materials Warranty	40 Year

The extra warranty coverage from Owens Corning, the product used by Riedl and Son, has considerable value and provides peace of mind. Due to the additional coverage staff recommends that the council approve the proposal from Riedl and Son.

The annual budget includes contingency funds in account 01-57-5770-6000. In 2025, \$56,000 was budgeted in this account. So far in 2025, the City has spent about \$5,800 to commission a subdivision plat for the Maple Grove Street Subdivision. No other funds have been used from this account, which means there is about \$50,200 remaining. Staff proposes to use these funds for this unexpected expenditure, which will leave the account about \$2,500 over budget. Staff is not concerned with this account ending slightly over budget at the end of 2025 as interest income continues to outpace the budgeted amounts on the revenue side.

RECOMMENDATION

Staff recommends that the City Council accept the proposal from Riedl and Sons Inc. for the replacement of the roof at the Senior Center at a cost not to exceed \$52,706.46, using contingency funds included in the 2025 budget.

ATTACHMENTS

1. Riedl and Son LLC- SC Roof Estimate 8.
2. Serenity Concepts SC Roof Estimate

3. Reliable Roofing Quote 8.13.25



ASPHALT ROOFING REPLACEMENT PROPOSAL

AUG 27, 2025 | Project #42844160926

We can help you with
Roofing, siding, gutters, windows,
Residential and Commercial

info@riedlandson.com
(920) 222-1147

BENJAMIN DAYTON

1105 Laurie Drive
Fort Atkinson, WI
53538

YOUR ROOF IS THE MOST CRITICAL COMPONENT OF YOUR HOME;

in addition to being the most expensive, we encourage you to take your roofing project as seriously as we do! The exterior envelope is among the most extensive and costly projects homeowners undertake. Selecting the Contractor that understands your home, goals, and needs is paramount.

 RIEDL AND SON EXTERIOR SPECIALISTS ROOFING, SIDING, GUTTERS, SOFFIT/FASCIA AND WINDOWS	COMPARING ROOFING CONTRACTORS	 TYPICAL CONTRACTOR
1990	ESTABLISHMENT DATE	2010
5000+	PROJECTS COMPLETED	<1000
☒	SITE SUPERVISOR	☐
☒	WC COVERAGE	☐
PREFERRED CONTRACTORS	SPECIALIZATION	NONE
☒	LIABILITY INSURANCE	☐
☒	MANUFACTURER TRAINED & CERTIFIED	☐
☒	FINANCING OPTIONS	☐
☒	LOCALLY BASED CREW	☐
☒	COMPREHENSIVE PROJECT AUDIT	☐
100+	COMBINED YEARS OF EXPERIENCE	<20
☒	WILLING TO PROVIDE EXACT QUOTE	☐
☒	LOCALLY LICENSED	☐
★★★★★ 4.9 STARS	ACTIVE GOOGLE PRESENCE	★★★★★ 3.0 STARS LOCAL AVERAGE

M **Megan Popian**
05 Reviews
★★★★★

Google
Reviews ★★★★★

Very impressed! We had our siding replaced. Cole and his team were excellent to work with. Cole was very responsive from start to finish. The siding team did such a great job, I was very impressed with their efficiency. Our house looks amazing. I would definitely recommend!



K **Karen Johnson-Tuten**
4 reviews
★★★★★

Google
Reviews ★★★★★

We had an attic leak issue around our chimney and contacted Reidl and Sons. They responded quickly, came out, and identified the problem. The job was completed in a very timely manner before a huge snowstorm! We are so grateful! So, in a nutshell, their work and customer service are top notch!

J **Jamila Searl**
13 reviews
★★★★★

Google
Reviews ★★★★★

Choosing Riedl & Son for our Roof, Soffits/Fascia & Gutters was the best decision by far! Everyone has been great to work with & they stay in constant contact with us from beginning to end through the whole process. They are on time & cleaned up well after all the work was done. Will definitely be recommending them to others. Thank you for such amazing service!



S **Shane Splittgerber**
6 review
★★★★★

Google
Reviews ★★★★★

Awesome company to have around this area. Down to earth family that doesn't try to gouge your pockets but still gives quality work at its best. I would recommend Riedl and Sons to anyone.

D **Dorian Haffelder**
1 reviews
★★★★★

Google
Reviews ★★★★★

Cole and team did a great job on our siding job! Very responsive, professional, quality work and competitively priced. Highly recommend these guys for exterior work!

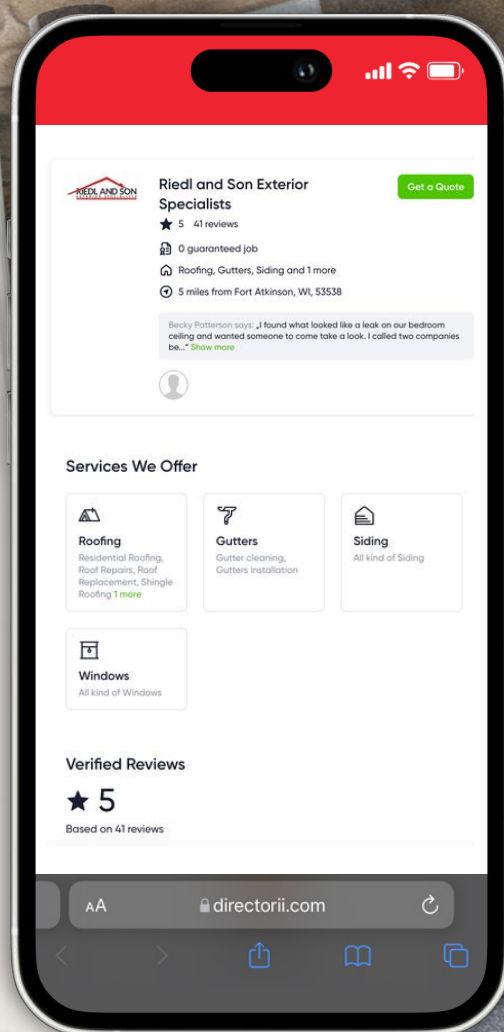


Directorii

Directorii takes all the hassle out of selecting a contractor by completing the necessary due diligence before hand.

QUESTIONS TO ASK THE CONTRACTOR:

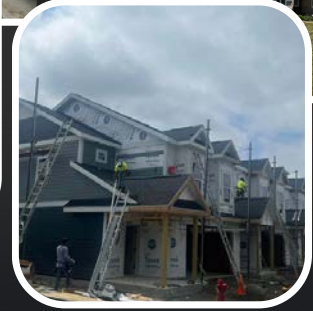
- 1 CHECK FOR A PERMANENT PLACE OF BUSINESS, TELEPHONE NUMBER, TAX ID NUMBER, AND, WHERE REQUIRED, A BUSINESS LICENSE.
- 2 REQUEST VERIFICATION OF PROFESSIONAL LIABILITY INSURANCE.
- 3 LOOK FOR A COMPANY WITH A PROVEN TRACK RECORD, ASK FOR AND CHECK CLIENT REFERENCES AND REQUEST A LIST OF COMPLETED PROJECTS.
- 4 INSIST ON A WRITTEN PROPOSAL. THE PROPOSAL SHOULD INCLUDE COMPLETE WORK DESCRIPTIONS AND SPECIFICATIONS, INCLUDING APPROXIMATE START DATE, COMPLETION DATES, AND PAYMENT PROCEDURES.
- 5 VERIFY WHETHER THE CONTRACTOR IS APPROPRIATELY LICENSED AND BONDED.
- 6 CHECK IF THE CONTRACTOR IS A MEMBER OF ANY REGIONAL OR NATIONAL INDUSTRY ASSOCIATIONS.
- 7 HAVE THE CONTRACTOR EXPLAIN HIS PROJECT SUPERVISION AND QUALITY CONTROL PROCEDURES.
- 8 CAREFULLY READ AND MAKE SURE YOU UNDERSTAND AND WARRANTY OFFERED.
- 9 READ THE FINE PRINT OF ALL DOCUMENTS PROVIDED.
- 10 ASK THE CONTRACTOR TO EXPLAIN THE WORKMANSHIP WARRANTY THEY OFFER.
- 11 GET MULTIPLE QUOTES AND COMPARE THE SERVICES OFFERED.



[CLICK TO VERIFY](#)



NEW ROOF. NO MESS.



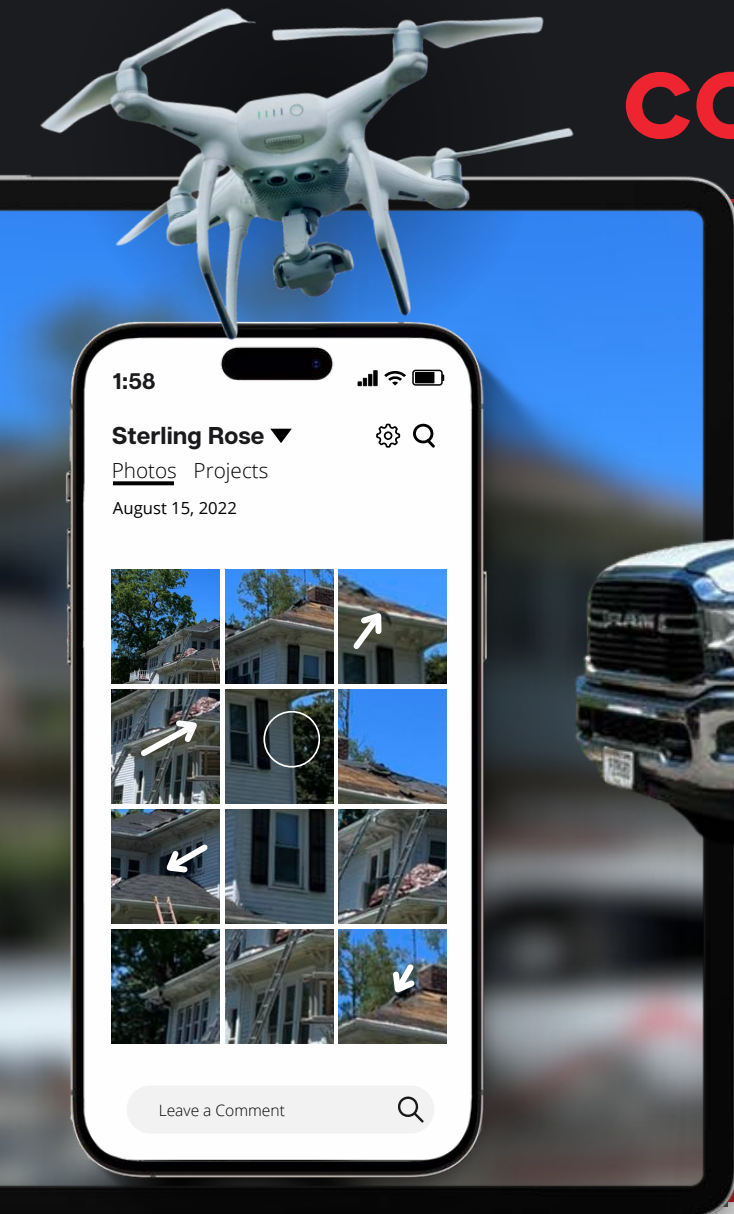
WE GOT YOU
COVERED
FROM **TOP TO BOTTOM.**

We employ walking magnets & equipter on necessary projects. Vented tarps help to keep debris out of your landscaping as well as to keep nails off of your lawn to protect precious feet and paws and the ventilation works to prevent sun burned gardens. Our drivable dumpster protects lawn and landscaping by raising the container to receive debris quickly, efficiently with no mess.

Once your new roof/siding is installed, we thoroughly clean up the grounds and use a magnetic sweep to capture nails and other metal debris (5 perimeter sweeps). While we do our very best to make sure every nail is picked up, you should expect to find roofing/siding nails around the exterior of your property (no more than a palmful).



WE ARE BIG ON COMMUNICATION



STAY IN THE LOOP

Through advanced technology utilization, automations & processes developed for maximum efficiency & communication we keep you in the loop. With our detailed workflow, you will never question what's happening next. Our daily recaps provided by our dedicated Site Supervisor details exactly what was done in the current day, what will be done the following day, as well as the time of arrival. This process is designed to give you confidence and peace-of-mind during your installation, even if you may not be at your property throughout the day.

We recognize continuous communication is crucial to ensure homeowner's peace of mind. Our internal messaging system provides one platform and one point-of-contact to ensure that you remain in the loop and up-to-date with your project progress to help ensure stress-free roof and/or siding replacement.



AERIAL IMAGING

ACCURATE PRECISE
INSPECTIONS
& MEASUREMENTS



CONTINUOUS COMMUNICATION

EASILY CONNECT WITH
YOUR PROJECT
MANAGER & STAY UP-
TO-DATE



DAILY RECAP

DETAILED WORKFLOW,
NEVER QUESTION
WHAT'S HAPPENING
NEXT



PHOTO REPORTING

ORGANIZED, TIME-
STAMPED, &
ACCESSIBLE FOR YEARS
TO COME

HOMEOWNERS



Get the roofing system you need, without having to sacrifice on the features you want, with an easy payment you'll love.

No interest, no payment promotions, as well as low interest rates and low payments for your roofing project. Get your new roof installed, The Easy Way.

Smaller, manageable monthly payments make it easier than ever to get a roof at a price you can afford, in the time you can afford it, regardless of your insurance or financial circumstance.



Up to 100% financing options with no-money-down.



Payment options for any out-of-pocket expenses.



Both short & long term payment options.

3:29

<https://riedlandson.com/finance>



EASY MONTHLY PAYMENTS

FOR YOUR ROOFING PROJECT



LOWER MONTHLY PAYMENTS

SMALLER, MANAGEABLE MONTHLY INSTALMENTS INSTEAD OF REQUIRING FULL PAYMENT UPFRONT



OUR TRUSTED PARTNER

SUNLIGHT FINANCIAL



IT'S FAST AND EASY

APPROVALS WITHIN 30 MINUTES!



MAINTAIN PEACE OF MIND

SECURE A QUALITY ROOF WITHOUT WORRYING ABOUT UPFRONT COSTS.



Sunlight Financial®



FREQUENTLY ASKED QUESTIONS

WHAT ARE THE COMPONENTS OF A ROOF SYSTEM REPLACEMENT?

Roof decking (also known as sheathing), underlayment, roof flashings, ventilation systems and shingles are the five main components of a residential roofing system.

WHAT IF BAD WOOD IS DISCOVERED?

Roof rot or fungal decay may not present itself in the initial inspection. When it is discovered, it will need to be removed and replaced with new wood. Additional charges will apply at fair market value.

WHAT DOES THE WARRANTY COVER?

Make sure you have BOTH! A material warranty and a workmanship warranty. The material warranty will cover any defects or premature aging of the product. The workmanship warranty will cover any defects in the installation practice.

CAN I FINANCE MY ROOF PROJECT?

Yes! We provide financing solutions which include promotional and standard installment terms. It is essential that you are provided the flexibility you require to finance your home improvement project.

I RECEIVED BIDS FROM 3 COMPANIES. WHICH ONE SHOULD I GO WITH?

Your home is a long-term investment, your roof protects your breathing air and the foundation of your home. Putting on a cheap(for now) roof could cost you more money if your roofer is not skilled or leaves out essential materials just to cut costs.

HOW LONG WILL MY INSTALLATION TAKE?

Most installations take one to four working days to complete. However, since your roof is exposed to the elements, some replacements may take longer due to the weather. Roofs with more details call for more attention.

DO I NEED TO BE HOME DURING INSTALLATION?

For most instances no, but if you feel more comfortable the decision is entirely up to you. Roof replacements are noisy, make sure to account for sounds of construction if you work from home.

STANDARD COVERAGE

EXTENDED COVERAGE

Standard Product
Limited Warranty



Products Defects Coverage

OVERALL WARRANTY LENGTH	LIFETIME	LIFETIME	LIFETIME
PRODUCTS INCLUDED	SHINGLES & ALL OWENS CORNING® COMPONENTS	SHINGLES & ALL OWENS CORNING® COMPONENTS	SHINGLES & ALL OWENS CORNING® COMPONENTS
TRU PROTECTION PERIOD	FIRST 10 YEARS	FIRST 50 YEARS	FIRST 50 YEARS
MATERIALS ONLY COVERAGE	AFTER 10 YEARS	AFTER 50 YEARS	AFTER 50 YEARS
BLOW OFF COVERAGE	FIRST 15 YEARS	FIRST 15 YEARS	FIRST 15 YEARS
STREAKGUARD™ ALGAE RESISTANCE	FIRST 25 YEARS*	FIRST 25 YEARS*	FIRST 25 YEARS*

Workmanship Coverage

COVERAGE PERIOD	NONE	NONE	FIRST 25 YEARS
-----------------	------	------	----------------

Key Requirements

ADDITIONAL COSTS	NONE	YES	YES
COMPONENT PRODUCTS	MIN OF 3 OWENS CORNING® COMPONENTS REQUIRED***	MIN OF 3 OWENS CORNING® COMPONENTS REQUIRED	MIN OF 4 OWENS CORNING® COMPONENTS REQUIRED
CONTRACTOR CERTIFICATION REQUIRED	NONE	MUST BE INSTALLED BY AN OWENS CORNING PLATINUM OR PREFERRED CONTRACTOR	MUST BE INSTALLED BY AN OWENS CORNING PLATINUM OR PREFERRED CONTRACTOR



10 YEAR

FULL REPLACEMENT WORKMANSHIP WARRANTY

If a full replacement is provided, including roofing, siding, gutters, windows, doors, and decks. This document warrants that should a defect in workmanship, related to the work completed by Riedl and Son, occurs within 10 years of the project, Riedl and Son Roofing will complete repairs within the original project's scope of work at no charge to the customer. This warranty does not cover normal wear and tear, hail damage, wind damage, sun damage, intentional or accidental damage by any person, or acts of God that may or may not merit an insurance claim.

This warranty only applies to portions of the project in which Riedl and Son fully replaced any existing products, and does not cover repairs or services done to another contractor's work. This warranty is void if repairs are performed by any contractor other than Riedl and Son. Defects in the building materials used to complete work do not fall under the scope of this workmanship warranty; any building products installed will instead be covered by the product's original manufacturer warranty.



Issued by:

JESSE RIEDL | OWNER
RIEDL AND SON

Thank you again for choosing Riedl and Son to complete work on your property. We trust you had a great customer experience!

MAKE THE MOST OF YOUR INVESTMENT

Boost your home's comfort, curb appeal and resale value with the right upgrades

HIGH PROFILE RIDGE CAPS



- ✓ HIGH-QUALITY PEAK PROTECTION
- ✓ TALLER AND MORE PRONOUNCED DESIGN
- ✓ VARIOUS COLORS AND STYLES
- ✓ HIGHER PITCH FOR WATER AND SNOW

UPGRADE

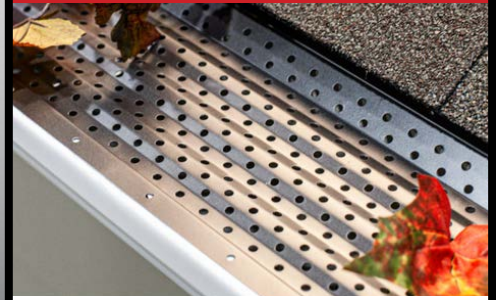
SECOND ROW ICE AND WATER



- ✓ WATERPROOF ROOF UNDERLAYMENT
- ✓ SELF-ADHESIVE AND SLIP-RESISTANT
- ✓ PREVENTS ICE DAMS AND LEAKS
- ✓ WORKS IN COLD CLIMATES

UPGRADE

GUTTER GUARDS



- ✓ SELF CLEANING RIDGES ENCOURAGE AIRFLOW
- ✓ STRENGTHENS ENTIRE GUTTER SYSTEM
- ✓ HUGE WATER CAPACITY ENSURES OPTIMAL FLOW
- ✓ CLOG FREE GUARD PREVENTS DAMAGE & PEST/RODENT INFESTATION

UPGRADE



EXTEND THE LIFE OF YOUR ROOF



INCREASE HOME RESALE VALUE



INCREASE CURB APPEAL



INCREASE WATER SHEDDING



SHED HEAT FROM THE INTERIOR

Owens Corning Duration



BROWNWOOD



CHÂTEAU GREEN



COLONIAL SLATE



DESERT ROSE



DRIFTWOOD



ESTATE GRAY



MIDNIGHT PLUM



ONYX BLACK



PEPPERCORN



SAND CASTLE



SIERRA GRAY



SLATESTONE GRAY



TEAK



TERRA COTTA



WILLIAMSBURG GRAY

SYSTEM COLORS

518 Black	502 Brown	507 Mocha	508 Musket	414 Ironstone	511 Terratone
522 Forest	605 Eldridge Gray	411 Cottage Red	470 Midnight Blue	467 Evening Shade	468 Fawn
204 Granite	462 Silver Lining	805 Pewter	469 Fresh Canvas	523 Snowmist	
509 Norwood	807 Clay	809 Wicker	327 Desert Tan	503 Eggshell	
177 Sandy Beige	819 Herringbone	606 Cozy Cottage	827 Champagne	280 White	

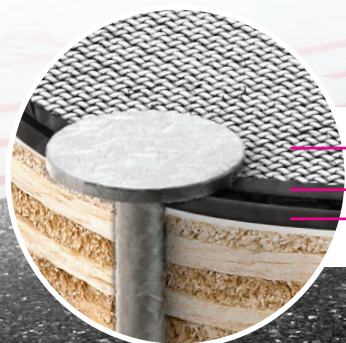
Although we make every effort to ensure color accuracy in our printing process, your final products may not be an exact match to those displayed.

THE PROOF IS IN THE PERFORMANCE

ULTIMATE PROTECTION

DURATION® SERIES SHINGLES

with SureNail™ Technology
with Triple Layer Protection™



LAYER 1
LAYER 2
LAYER 3

Duration® Series Shingles vs. top two competitors*

NAIL PULL-THROUGH RESISTANCE

Up to

2.5X
BETTER

NAIL BLOW-THROUGH RESISTANCE

Up to

9X
BETTER

DELAMINATION RESISTANCE

Up to

2X
BETTER

DURATION® SERIES SHINGLES OUTPERFORM THE INDUSTRY — PERIOD.

Testing proves it. Plus, nine out of ten contractors agree: Duration® Series Shingles with patented SureNail® Technology provide greater fastening power, and greater protection from nail pull-through and blow-through when compared to all other shingles - for industry-leading performance you can trust.

* Owens Corning testing against competitors with wide, single-layer nailing zones when following the manufacturer's installation instructions and nailed through the middle of the allowable nail zone.

OC DURATION

Description

Warranties (Roofing)

OWENS CORNING PLATINUM CONTRACTOR WARRANTY:

Minimum of 30

extend your manufacturer's warranty to a TRU PROtection Period for the first 50 years and materials only after 50 years. This covers shingles and all Owens Corning components. Blow off coverage for the first 15 years, StreakGuard Algae Resistance for the first 10 years and Workmanship Coverage for the first 25 years are also included.

Materials (Roofing)

OWENS CORNING DURATION:

are specially formulated on a TruDefinition® color platform that gives them dramatic color contrast and dimension in a wide range of popular colors. Beyond the great look, Duration® Shingles also come with the advanced performance of patented SureNail® Technology—with Triple Layer Protection® in the nailing zone for superior holding power.

OWENS CORNING STARTER STRIP:

helps save time by eliminating the need to cut shingles to create a starter row. It is packaged two pieces per shingle, 16 shingles per bundle. The continuous sealant ensures an effective seal between the starter and the first course of shingles.

OWENS CORNING HIP AND RIDGE SHINGLES:

provides enhanced aesthetics add distinction to your roof line with added shadow lines and provide a strong distinction along ridge line.

OWENS CORNING ICE AND WATER SHIELD:

is an Ice and water shield that allows for proper flow of water off the roof and helps prevent damage caused by water migration. The granulated surface provides a slip-resistant surface for excellent traction and safe installation.

OWENS CORNING RHINOROOF:

helps seal your home against water damage and other moisture infiltration which can cause mold growth and rotting deck boards. RhinoRoof is up to 2 times stronger than competitive synthetic underlayments and offers excellent wind resistance and durability through heavy roof traffic and adverse weather conditions.

Fasteners and Flashings (Roofing)

GUTTER APRON:

are intended to direct water away from potential problem areas of the house, down to the roof edges, and into the gutters.

DRIP EDGE:

metal flashing that can be used to protect the rakes of your home and prevents rain from going behind the fascia potentially causing damage.

"THE RIEDL GRIP" 1-1/4" COIL NAILS:

Built for tough roofing jobs, these nails feature a spiral-threaded shaft for strong grip and pull-out resistance. Perfect for fastening shingles and flashings, they offer reliable hold and smooth coil-fed performance.

ROOF STAPLES:

used to secure down underlayments to the decking prior to installing the roofing system.

CAULKING:

is a material used to seal joints or seams against leakage in various structures.

Vents (Roofing)

OWENS CORNING VENTSURE RIGID ROLL RIDGE VENT:

is a shingle-over, low-profile ridge vent designed to provide year-round protection against heat and moisture buildup in the attic and promote an energy efficient roofing system.

ROOF SOIL PIPE FLASHING:

used to seal around plumbing vents that penetrate through the roof decking. These have a flange that is secured to the deck and the roofing material is installed to create a positive lap ensuring a proper seal.

8" BROAN KITCHEN VENT:

are used to receive and cover venting duct pipe from kitchen and bath fans, and for attic ventilation. Our strong steel design provides maximum leak protection with a press-sealed built-in roof flashing. Vent caps provide protection from rain, snow and debris.

KWIK PLUG REPAIR:

used to efficiently mend holes up to 8"x8" such as those left from discontinued venting in a roof deck.

Labor (Roofing)

ASPHALT STANDARD ROOF REPLACEMENT 4/12 - 6/12 SLOPE:

covers the cost of time and labor for the installation of an asphalt roof on a standard walkable roof slope.

ASPHALT RIDGE CAP & STARTER INSTALLATION:

(Ridge Cap and starter strips per bundle)

Covers the cost of time and labor to install ridge cap and starters.

DUMP FEE:

fees for waste disposal.

Quote subtotal	\$42,956.46
Total	\$42,956.46

TERMS & CONDITIONS



WHEREAS:

- A. The homeowner ("Owner") wishes to engage Riedl and Son Exterior Specialist LLC ("Riedl") to provide Building Services on their property;
- B. Riedl warrants that they possess the unique ability, knowledge, and skills as may be necessary, to perform the Services provided for in this Agreement;

THEREFORE in consideration of their respective benefits, duties and obligations hereunder, the Owner and Riedl do hereby agree to these Terms and Conditions:

1. SERVICES.

1.1 Services. Riedl agrees to provide the necessary services including materials, labor, equipment, project management and supervision to complete the project estimate.

1.2 Plans. Riedl shall complete all the services pursuant to the description described in the estimate.

1.3 Errors. Riedl shall not commence provision of the services or continue with the provision of the service where Riedl discovers any discrepancies, errors, or omissions in the estimate or where anything materially changes or affects the estimate. Riedl agrees to inform the Owner of any such findings and shall only commence or recommence any work after obtaining the written consent of the Owner.

1.4 Permits. Riedl shall be responsible for obtaining and keeping in good standing any required approvals for the estimate and any required construction or other permits. Notwithstanding the foregoing the Owner shall be responsible for all costs in relation to such approvals or permits.

1.5 Methods. Riedl's methods of meeting the obligations pursuant to these Terms and Conditions shall be determined by Riedl in its sole discretion and judgment, subject to the provisions and requirements of these Terms and Conditions, reasonable consultation with the Owner, and subject to the understanding that Riedl will provide the services in the best interest of the Owner.

1.6 Change Orders. Either party may request a change in the services by:

- a. providing to the other party a notice that describes the change;
- b. Riedl providing to the Owner an estimate cost for making the change;
- c. both parties executing a Change Order confirming they have agreed to the change, and:
 - (i) outlining the terms of the change,
 - (ii) outlining the new estimated cost and how fees are to be calculated in relation to the change,
 - (iii) altering the completion date if necessary.

Riedl is not obliged to commence work on any change until such time as a valid Change Order is agreed upon and executed by the Parties.

Change Orders become part of these Terms and Conditions once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the Change Order.

Riedl's failure to comply with the requirements of this clause does not preclude the recovery of compensation for services performed based upon legal or equitable remedies designed to prevent unjust enrichment.

1.7 Completion Inspection. Riedl shall inform the Owner when they reasonably believe the services are completed and within two (2) days thereafter the Owner shall inspect the property and provide to Riedl a list of items to be completed or corrected (the "List"). Riedl shall have ten (10) days to complete the additional or corrective work pursuant to the List.

2. COMPENSATION.

2.1 Estimate. Riedl estimates the total cost of the work to be as estimated. The Parties agree that the estimate is an estimate based upon the consultation with the Owner and that the true costs of the services may be more or less than the estimate.

2.2 Exceeded Cost. If Riedl has reason to believe that actual costs shall exceed the estimated costs pursuant to any item, Riedl shall give notice to the Owner of such anticipated additional cost and shall obtain the consent of the Owner prior to commencing work on any such item.

TERMS & CONDITIONS



2.3 Payment. The Fee shall be paid as follows:

- a. Prior to commencement of the services the Owner shall pay Riedl an amount of 10% (the "Down Payment") before materials are ordered, which shall be credited proportionately against each future payment, the last payment being made upon submittal of final invoice.

2.4 Late Payment. If any amount due remains unpaid for ten (10) calendar days, the amount due shall accrue interest at the rate of 5% per annum from the invoice date until paid.

2.5 Lien Release. Owner shall not be required to make any further payment to Riedl until Riedl provides Owner with an unconditional waiver and lien release verifying payment in full.

3. WORK SCHEDULE.

3.1 Commencement of the Work. Riedl shall commence the Services within sixty (60) calendar days of receipt of all applicable licenses and permits and the down payment (the "commencement date").

3.3 Allowable Delay. The following shall be deemed to be allowable delays:

- a. neglect or default by the Owner, their agent, lender, any other contractor or any of their independent material suppliers;
- b. governmental action or inaction; or
- c. any other reason or reasons beyond Riedl's reasonable control, including without limitation damage caused by fire or other casualty, strikes, force majeure events, shortage of materials or labor, transportation delays, weather conditions, change orders, or deficiencies in these Terms and Conditions.

Where there is an allowable delay, then the Completion Date shall be extended for a period equivalent to the time lost by reason of such delay.

3.4 Notice of Allowable Delay. Riedl must provide notice to the Owner in writing within ten (10) calendar days of learning of an allowable delay and informing them of the additional time required to be added to the completion date which addition shall be agreed upon by the parties.

4. STATUTORY DISCLOSURE.

4.1 The following statutory disclosures made by Riedl are attached hereto as Appendix A:

- a. filing claim and beginning action;
- b. notice required before filing;
- c. contents of claim document.

Owner acknowledges receipt of such disclosures on execution of this Agreement.

5. TERM/TERMINATION.

5.1 Termination by Owner for Cause. Owner may provide Riedl with ten (10) calendar days' notice to cure any default under these Terms and Conditions including but not limited to:

- a. failure to provide sufficient materials or labor;
- b. failure to make due payment to subcontractors;
- c. failure to comply with all applicable laws or guidelines.

Where the default is not cured by the expiry of the notice the Owner is entitled to terminate these Terms and Conditions.

Owner shall be liable to pay all fees up to and including the date of termination.

5.2 Termination by Riedl for Cause. Riedl may provide the Owner with ten (10) calendar days notice to cure any default under these Terms and Conditions. Where the default is not cured by the expiry of the notice date the Riedl is entitled to terminate these Terms and Conditions.

6. RIEDL REPRESENTATIONS AND WARRANTIES.

6.1 Insurance. Riedl acknowledge their obligation to obtain appropriate insurance coverage for the benefit of Riedl and any of its employees or sub-contractors. Riedl will provide the recipient with a certificate naming the recipient as an additional insured party.

TERMS & CONDITIONS



6.2 Representations. Riedl and its subcontractors shall:

- a. take all reasonably necessary safety precautions;
- b. make reports to the Owner of any injuries or hazards on the property;
- c. comply with all applicable laws, ordinances, regulations, and orders issued by a public authority, whether federal, state or local.
- d. furnish all required safety equipment and ensure all of its employees and subcontractors' employees have and wear personal protective equipment in compliance with applicable safety requirements.

6.3 Warranty. Riedl warrants that the Work shall be carried out in accordance with these Terms and Conditions and shall be free from material structural defects as follows: 10 years on Roofing installation; 2 years on Siding installation; and 2 years on Gutter installation. Riedl shall not however be liable for the costs of any repairs to such defect where Riedl has not been provided notice of the defect and has not received an opportunity to cure the defect.

6.4 Product Warranties. Any and all product warranties are deemed assigned from Riedl to Owner.

6.5 No Liability for Consequential Damages. Where permitted by applicable law and other than where expressly stated in these Terms and Conditions, Riedl and the Owner waive claims against each other for consequential damages including but not limited to loss of income, profit, financing, business, and reputation, except where loss of profit relates directly to Fees due to Riedl under these Terms and Conditions.

7. INDEMNIFICATION.

7.1 Riedl, at their own expense, shall indemnify, hold harmless and defend the Owner, and as applicable its agents, against any adverse consequences due to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the services themselves that the Owner suffers arising from or relating to any negligent act or omission or willful misconduct by Riedl or its employees, subcontractors or agents in the provision of the services. For purposes of these Terms and Conditions, "adverse consequences" shall mean all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, costs, liabilities, obligations, losses, expenses, and fees including, without limitation, court costs and reasonable legal fees.

8. MISCELLANEOUS.

8.1 Entire Terms and Conditions. These Terms and Conditions constitute the entire Terms and Conditions and understanding between the Parties, and supersedes and cancels all prior and contemporaneous agreements, commitments, communications, and writings, whether oral or written. No amendment or modification of these Terms and Conditions shall be effective unless it is in writing and signed by both Parties.

8.2 No Waiver. No failure on the part of either Party hereto to exercise, and no delay in exercising, any right, remedy, or power under these Terms and Conditions shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy or power preclude any other or further exercise of any other right, remedy, or power. No waiver shall be valid unless it is in writing and signed by the Party to be bound thereby.

8.3 Severability. If any provision or part thereof of these Terms and Conditions is determined to be prohibited by, or invalid, illegal or unenforceable under, applicable law, then, such provision or part thereof shall be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be amended without materially altering the intention of the Parties, then such provision or part thereof shall be stricken without invalidating the remainder of such provision or the remaining provisions of these Terms and Conditions.

8.4 Assignment. Neither the rights nor obligations under these Terms and Conditions may be assigned or otherwise disposed of without prior written consent of the non-assigning party.

8.5 Notice. For purposes of providing notice under the terms of these Terms and Conditions, such notice shall be directed to the current address of the Party to receive the notice.

8.6 Governing Law. The provisions of these Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

TERMS & CONDITIONS



APPENDIX 'A' TO TERMS AND CONDITIONS- RIEDL AND SON EXTERIOR SPECIALISTS LLC

Wisconsin Statute 779.06 - Filing claim and beginning action; notice required before filing; contents of claim document.

- (1) No lien under s. 779.01 shall exist and no action to enforce a lien under s. 779.01 shall be maintained unless within 6 months from the date the lien claimant performed, furnished, or procured the last labor, services, materials, plans, or specifications, a claim for the lien is filed in the office of the clerk of circuit court of the county in which the lands affected by the lien lie, and unless within 2 years from the date of filing a claim for lien an action is brought and summons and complaint filed. A lien claimant shall serve a copy of the claim for lien on the owner of the property on which the lien is placed within 30 days after filing the claim. A claim for a lien may be filed and entered in the judgment and lien docket, and action brought, notwithstanding the death of the owner of the property affected by the action or of the person with whom the original contract was made, with like effect as if he or she were then living.
- (2) No lien claim may be filed or action brought thereon unless, at least 30 days before timely filing of the lien claim, the lien claimant serves on the owner a written notice of intent to file a lien claim. The notice is required to be given whether or not the claimant has been required to and has given a previous notice pursuant to s. 779.02. Such notice shall briefly describe the nature of the claim, its amount and the land and improvement to which it relates.
- (3) Such a claim for lien shall have attached thereto a copy of any notice given in compliance with s. 779.02 and a copy of the notice given in compliance with sub. (2), and shall contain a statement of the contract or demand upon which it is founded, the name of the person against whom the demand is claimed, the name of the claimant and any assignee, the last date of performing furnishing or procuring any labor, services, materials, plans, or specifications, a legal description of the property against which the lien is claimed, a statement of the amount claimed and all other material facts in relation thereto. Such claim document shall be signed by the claimant or attorney, need not be verified, and in case of action brought, may be amended, as pleadings are.

AUTHORIZATION PAGE

OC Duration

\$42,956.46

Project:

42844160926

Name:

Benjamin Dayton

Address:

1105 Laurie Drive, Fort Atkinson, WI

Estimates are valid for 30 days from the date of estimate / A 10% deposit is required before any project begins.

The Upgrades We Suggest for Your New Roof

Description	Line total
☐ Optional Upgrade: Owens Corning Duration FLEX® Class 4 Impact-Resistant Shingle *Colors include Onyx Black, Estate Gray, Driftwood, Brownwood, Teak, Black Sable, Sand Dune, Storm Cloud and Summer Harvest* Upgrade to the Owens Corning Duration FLEX® Shingle, a premium Class 4 impact-rated roofing solution engineered for exceptional durability, flexibility, and weather resistance. These shingles are crafted with a proprietary blend of SBS (styrene-butadiene-styrene) polymer-modified asphalt, giving them enhanced flexibility and toughness compared to standard architectural shingles.	\$7,667.28
☐ UPGRADE TO NEW 5" GUTTER & DOWNSPOUT SYSTEM: (Estimator: Enter gutter & Downspout footage to get cost) Aluminum Seamless Gutter Replacement features durable 5" .032 gauge aluminum gutters with heavy-duty gutter hangers for superior support. Equipped with 3x4" downspouts for efficient water flow and hinges at the bottom for easy maintenance, this system ensures long-lasting protection and optimal drainage for your home.	\$3,700.00
☐ ULTIMATE SOILPIPE FLASHING: The Ultimate Soil Pipe Flashing Kit provides a reliable, waterproof seal around soil pipes to prevent leaks and water damage. With a flexible design that accommodates various pipe sizes and roof pitches, this easy-to-install kit features durable, UV-resistant materials for long-lasting performance. Ideal for both new builds and repairs, it ensures your roofing system stays protected.	\$850.02
☐ SECOND ROW OF ICE AND WATER SHIELD: Upgrading to a second row of Owens Corning Ice and Water Shield adds extra waterproofing protection, helping prevent leaks from ice dams and heavy rain. This enhancement extends coverage to better protect vulnerable roof areas, reducing the risk of water damage.	\$900.00
☐ ARMOUR GUARD LEAF GUARD: Amour Guard Leaf Guards are high-quality gutter covers that keep out leaves and debris, ensuring smooth water flow and reducing maintenance. Made from durable materials, they offer reliable, long-lasting gutter protection.	\$3,043.44

Customer Comments / Notes

My Product Selections

Shingle Color

Drip Edge/Gutter Apron Color

Flashing Color

Benjamin Dayton:

Date:

Exclusions:
By signing this form, I agree to and confirm the following: I certify that I am the registered owner of the above project property or have legal permission to authorize the work as stated. Upon completion of project, I agree to pay the total project price and understand that this work will be completed in accordance with industry best practices.



Serenity Concepts

Client: Fort Senior Center
Property: 307 Robert St.
Fort Atkinson, WI 53538

Operator: SHAUNMCK

Estimator: Shaun McKelvey
Position: Owner
Company: Serenity Concepts
Business: N7990 County Road O
Whitewater, WI 53190

Business: (920) 650-5348
E-mail: serenityconceptsllc@gmail.
com

Type of Estimate: Other
Date Entered: 8/20/2025 Date Assigned: 8/20/2025
Date Est. Completed: 8/20/2025 Date Job Completed:

Price List: WIMA8X_AUG25
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2025-08-20-0657

2025-08-20-0657

Main Level

Roof1

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Remove Laminated - comp. shingle rfg. - w/out felt	84.34 SQ @	93.02 =	7,845.31
3. Laminated - comp. shingle rfg. - w/out felt	87.00 SQ @	350.33 =	30,478.71
Auto Calculated Waste: 3.2%, 2.66SQ			
Options: Valleys: Open, Include eave starter course: Yes, Include rake starter course: Yes, Exposure - Hip/Valley/Starter: 5 5/8",			
Bundle Rounding: 0.1%, 0.07SQ - (included in waste calculation above)			
4. Roofing felt - synthetic underlayment	71.38 SQ @	64.91 =	4,633.28
5. Ice & water barrier	1,296.00 SF @	2.52 =	3,265.92
6. R&R Drip edge/gutter apron	372.00 LF @	4.69 =	1,744.68
7. Asphalt starter - universal starter course	216.00 LF @	2.66 =	574.56
8. R&R Hip / Ridge cap - Standard profile - composition shingles	108.00 LF @	12.64 =	1,365.12
9. Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA @	1,050.00 =	1,050.00
10. R&R Flashing - pipe jack	9.00 EA @	83.96 =	755.64
12. Television antenna - Detach & reset	2.00 EA @	143.37 =	286.74
14. R&R Continuous ridge vent - shingle-over style	108.00 LF @	15.04 =	1,624.32

Labor Minimums Applied

DESCRIPTION	QTY	UNIT PRICE	TOTAL
13. Electrical labor minimum	1.00 EA @	35.29 =	35.29

Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
850.06 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
8,433.79 Surface Area	84.34 Number of Squares	372.18 Total Perimeter Length
108.00 Total Ridge Length	0.00 Total Hip Length	



Summary

Line Item Total	53,659.57
Material Sales Tax	861.41
Replacement Cost Value	\$54,520.98
Net Claim	\$54,520.98

Shaun McKelvey
Owner

Proposal

PROPOSAL SUBMITTED TO: <u>Ben</u>	JOB NAME: <u>Ben's house at Fort Atkinson WI 53538</u>
ADDRESS: <u>307 Robert St.</u>	JOB LOCATION: <u>Fort Atkinson WI 53538</u>
PHONE NUMBER: <u>920-397-9910</u>	DATE OF PROPOSAL: <u>8-13-25</u>

Specification of Work

We submit specifications and estimate for:

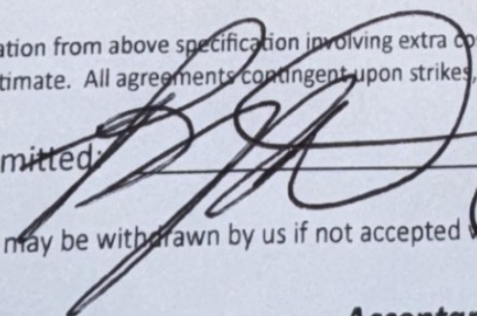
- Remove shingles down to roof deck – 1 layer(s).
☒ House ☐ Garage ☐ Shed
- If satellite is on roof, Reliable Roofing is not responsible for signal.
- Any wood replacement is time & materials; \$75.00 per sheet of plywood.
- New edging on eaves and gables.
- Ice & water shield on eaves and valleys, 6 feet on low slope, around sewer stacks and vents.
- Synthetic felt paper on roof deck.
- Sewer stack covers and electric mast boots.
- Apply CertainTeed Landmark series dimensional lifetime warranty shingles. Color TBD.
- Cobra vent (or vents) on peak.
- Clean up and remove debris from site; run magnet on grounds.

****Other services available include seamless gutters, down spouts and siding (vinyl, LP Smart Side)**

Proposal

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of: \$ 39100.00 Dollars with payments to be made on the day of completion. No money down.

Any alteration or deviation from above specification involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully Submitted: 

Date: 8-13-25

Note – this proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance: _____

Signature: _____



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Ben Dayton, Director of Parks and Recreation

RE: Review and possible action relating to the purchase of bleachers, soccer goals, and concrete work included in the Kiwanis Field Facility Improvement Project at Rock River Park (Dayton, Parks and Recreation Director)

BACKGROUND

The Kiwanis Field Facility Improvements project completed the public monument and review process and was approved at the September 2, 2025, City Council meeting. Phase one of the project includes installing concrete walking paths, bleacher pads, and an extended patio area near the concessions stand at Rock River Park Kiwanis Fields. Additional features include two sets of five-row, 15-foot bleachers to replace the existing units and a new pair of 24-foot-wide soccer goals.

DISCUSSION

The project is scheduled for completion this fall, with concrete work, bleacher installation, and goal assembly all required within that timeframe. While JW Schultz submitted the lowest bid, they are unable to meet the necessary timeline. A-1 Concrete, the next lowest bidder, has confirmed availability to complete the work this fall and has offered a 12% discount, making them the most viable option for the concrete portion of the project.

For the bleachers, BSN provided a more competitive quote than ULINE and included an additional \$1,650 in discounts, resulting in additional cost savings. Lastly, Keeper Goals, based in Butler, Wisconsin, provided a quote for soccer goals.

FINANCIAL ANALYSIS

With concrete accounting for the highest expense, multiple bids were obtained from John Kutz, with the Kiwanis Club. As mentioned earlier, A-1 Concrete meets the timeline set for this project.

Concrete Vendors:

A-1 Concrete	\$30,336.02
JW Schultz	\$29,025.00
7Generations	\$30,493.00
Kramer Enterprises	\$35,475.00

Bleachers:

BSN	\$11,150.00
ULINE	\$17,700.00

Soccer Goals:

Keeper Goals	\$6,431.75
--------------	------------

Project Total Cost: \$47,917.77

The cost of the project will be reimbursed by donations and grants. No taxpayer funding will be used beyond staff time in facilitating and supervising the project.

RECOMMENDATION

Staff recommends that City Council approve the purchase of bleachers from BSN for \$11,150.00, Soccer Goals from Keeper Goals for \$6,431.75, and accept the proposal from A-1 Concrete at a cost not to exceed \$30,336.02.

ATTACHMENTS

1. Kiwanis Field Project- Concrete Proposals 2025
2. Kiwanis Field Facility Improvements City Council Memo 9.2.25
3. Kiwanis Field Improvement Project Bleacher Quotes 2025
4. Kiwanis Field Improvement Project - Keeper Goals Quote 2025



City of Fort Atkinson
101 N. Main Street
Fort Atkinson, WI 53538

Project

Sq.ft or Ln.ft.	Description
	CONCRETE SET, POURED & FINISHED ONLY
750	Pads for Bleachers broomed with fiber
1,308	Sidewalks with fiber
2,058	Sealer
	CONCRETE SET, POURED & FINISHED ONLY TOTAL \$14,920.50
	CONCRETE PATIO SET, POURED & FINISHED ONLY
1,225	Patio 4" with fiber
1,225	Sealer
	CONCRETE PATIO SET, POURED & FINISHED ONLY TOTAL \$8,881.25
	SITE PREP AND GRAVEL BASE
	2058 Sqft TOTAL \$6,689.00
	1225 Sqft Patio TOTAL \$3,982.00
	DONATION WILL BE 12% OF TOTAL CONTRACT

Please review the Wisconsin Builders Associations Construction Industry Quality Standards for an accurate understanding of normal expectations for quality concrete workmanship.
Also please review our terms and conditions.
If you have not recieved either of these documents please ask and we will email them to you.

Signature _____

PROPOSAL



JW Schultz Construction Co., Inc.

N2941 Banker Road, PO Box 159, Fort Atkinson, WI 53538
Ph: (920) 568-8699 ~ Fax: (920) 568-8819

jason@jwschultz.net

WE ARE MEMBERS OF LOCALS 139, 464 & 599

Date/Time: 6/27/2025

Project: Kiwanis Fields

Location: Fort Atkinson, WI

PRICING:

<u>P I N</u>	<u>Description</u>	<u>Quantity</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Extension</u>
1	Pour Only 5" Concrete	2,000	SF	6.00	\$12,000.00
				Total	\$12,000.00
1A	Excavate, Provide Base, And Pour 5" Concrete	2,000	SF	9.00	\$18,000.00
				Total	\$18,000.00
	Concrete Buggy Allowance	1	LS	1,500.00	

☐ Mobilizations Have Been Included.

☐ Bond Has Been Included

Exclusions:

GC To Provide Base For All Walks & Curbs Unless Otherwise Noted.

Layout Or Staking By Others.

No Backfill Behind Walks Or Curbs, Topsoil, Plantings Or Restorations.

No Excavation, Removals Or Saw Cutting Unless As A Pay Item.

Grade to be +/- .10 From Bottom of Concrete

Traffic Control For Our Participation Only.

This Bid is For Work Completed by October 31st, Cold costs shall be added for all work after October 31st.

Cold Cover- Plastic per Layer \$.75 a LF for Curb, \$.35 a SF for Flatwork

Straw- \$3.50 A LF For Curb, \$.75 a Sf for Flatwork

Heated Concrete \$.60 a LF for Curb & \$.18 a SF for Flatwork

JW SCHULTZ CONSTRUCTION CO., INC.

GENERAL CONTRACTOR

By: _____

By: _____

Date: _____

Date: _____

If You Have Any Questions, Please Call Jason (608) 295-6891. Quote is good for 30 days.



SEVEN GENERATION CONTRACTORS LLC

419 ½ Foster Street
Fort Atkinson, Wisconsin 53538
(608) 642-0241
7generationcontractors.com

June 15, 2025

Project: Kiwanis football fields, Fort Atkinson, WI 53538

Scope: Concrete sidewalk, concrete patio

- 2058 [sq.ft.](#) of 5 inch concrete sidewalk, broom finish, one coat of cure and seal
- Excavation and gravel placement for 2058 concrete sidewalk, spoils to be hauled away, unless owner wants them to remain on site
- 1225 [sq.ft.](#) of 5 inch concrete patio, broom finish, saw cut control joints
- Dirt removal and gravel placement, spoils to be hauled away unless owner wants them to remain on site

Project total: \$30,493.00

Checks payable to: Seven Generation Contractors, LLC

Contractor insurance and commercial auto provided by Acuity

Workman's compensation provided by Berkshire-Hathaway

Customer Signature:

Date:



MEMORANDUM

DATE: September 2, 2025

TO: Fort Atkinson City Council

FROM: Ben Dayton, Director of Parks and Recreation

RE: Review and possible action on a Public Monument Review for the Kiwanis Field Facility Improvements Project at Rock River Park (Dayton, Director Parks and Recreation)

BACKGROUND

Parks and Recreation Department staff have been working with the Fort Atkinson Kiwanis Club, Fort Youth Tackle Football Club (FYTF), and Jefferson County United Soccer Club (JC United, formerly Fort Atkinson Youth Soccer Association) on a plan to improve player and spectator accessibility, spectator seating, field lighting, and multi-purpose use of the fields at Rock River Park.

The proposed project is split into multiple phases. Phase one includes the installation of a permanent concrete path connecting the parking lot to the concessions stand and spectator seating area, replacement bleachers, and the addition of new soccer goals. Phase two is focused on replacing the field lighting with new LED fixtures. Future phases will include replacement fencing, addressing parking needs, and other site improvements. Staff is requesting the review on behalf of the Kiwanis Club, which has previously been involved with other facility improvement projects at this park and is the primary fundraising partner for this initiative.

The proposed path will be constructed using the same specifications as other Parks and Recreation projects. The proposed path is 5 inches thick and 6 feet wide and will connect the parking lot to the concessions stand and spectator seating area. The path will meet ADA requirements with a 2% sideways slope from the north to south and will not exceed 5% grade over the length of the path. A 35' x 35' patio for the concessions stand is also included in phase one if funding is available.

The bleachers currently on site are steel frame and wood plank benches. The frames have been bent over time and the wooden planks need to be replaced periodically. The proposal includes the replacement of the current bleachers with two, five-row, 15-foot bleacher sets. Both units will include handrails and safety fencing behind the top row and sides. The bleachers will be placed on a 15' x 25' concrete pad, which will include space for wheelchair seating.

Disturbed areas from construction will be restored using a minimum of 4 inches of topsoil, seeded and covered by erosion control mats. The area will be roped off and watered using on-site irrigation until the seed is established. Erosion control socks will be staked and placed to the south of the path and proposed patio.

Phase 2 of the project includes the addition of new field lighting fixtures. Currently, there are 32 light fixtures on the south field and 24 lights on the north field. The proposed replacement will include energy-efficient LED lights and more durable metal poles and may occur in the future if funding allows.

DISCUSSION

Through the Public Monument Review process, the Kiwanis Field Facility Upgrade Project received positive recommendations by the Parks and Recreation Board at the March 12, 2025 meeting, and the City of Fort Atkinson Planning Commission Meeting on August 26, 2025.

FINANCIAL ANALYSIS

Kiwanis Club member and project manager John Kutz gathered quotes for the concrete work, bleachers, and soccer goals to ensure the project received competitive bids. The project will not receive any taxpayer funding beyond staff time.

The proposed improvements will reduce maintenance needs in the short term, with the addition of aluminum bleachers and concrete pads beneath them. Snow removal will not be necessary at this site since it does not connect to any other trail systems or sidewalks. The proposed plan prioritizes low maintenance and durability.

RECOMMENDATION

Staff recommends that the City Council approve this request for a Public Monument/Building Review, including phases 1 and 2 of the Kiwanis Field Improvement Project, including the installation of an accessibility path, bleacher pads, new aluminum bleachers, a concrete concessions patio, and field lighting (phase 2).

ATTACHMENTS

1. COFA Planning Commission-PMR-Kiwanis Field Facility Improvements Memo 8.26.25
2. Kiwanis Club Letter of Support-Kiwanis Field Project 2025
3. Kiwanis Fields Phase 1 Budget 8.26.25



Public Monument and Building Review REPORT TO THE PLAN COMMISSION

DATE: August 26, 2025

PROPERTY ADDRESS: 1300 Lillian St.

PARCEL NUMBER: 226-0514-0423-045

OWNER: City of Fort Atkinson

APPLICANT: City of Fort Atkinson

FILE NUMBER: PMR-2025-02

EXISTING ZONING: I - Institutional

PROPOSED ZONING: No change

EXISTING LAND USE: Public Park

REQUESTED USES: Public Park

BACKGROUND

The Parks and Recreation Department staff have been collaborating with the Fort Atkinson Kiwanis Club, the Fort Youth Tackle Football Club (FYTF), and the Jefferson County United Soccer Club (JC United), formerly known as Fort Atkinson United Soccer Club, to develop a plan aimed at improving accessibility for players and spectators, as well as enhancing spectator seating, field lighting, and the multipurpose use of the fields. The proposed project is divided into multiple phases.

REQUEST OVERVIEW

Phase One involves the installation of a permanent path that will connect the parking lot to the concessions stand and the spectator seating area, the replacement of bleachers, and the addition of new soccer goals. Staff members are requesting a review on behalf of the Kiwanis Club, which has previously participated in other facility improvement projects at this park and serves as the primary fundraising partner for this initiative.

The proposed path will be constructed using the same specifications as other Parks and Recreation projects. It will be a 5-inch thick, 6-foot wide path connecting the parking lot to the concessions stand and spectator seating area. The path is designed to meet ADA requirements, featuring a 2% sideways slope from north to south and a grade that does not exceed 5% over its length. Contingent on available funding, in Phase One is an alternate 35' x 35' patio for the concessions stand.

The current bleachers on-site consist of steel frames with wood plank benches. Some of the frames have been bent over time, and the wooden planks require periodic replacement. This project proposes to replace the existing bleachers with two sets of five-row, 15-foot bleachers. Both units will include handrails and safety fencing behind the top row and on the sides. The bleachers will be situated on a 15' x 25' pad, which will also provide space for wheelchair seating.

During construction, contractors will access the fields from the north-east end of the facility.

Post-construction restoration will include grading the disturbed areas with topsoil, seeding and erosion control straw mats. Areas will be roped off and watered using on-site irrigation until the grass is established. Erosion control socks will be used as needed and will be placed to the south of the path and proposed patio.

Phase Two of the project includes the addition of new field lighting fixtures. Currently, there are 32 light fixtures on the south field and 24 on the north field. The proposed replacement will feature energy-efficient LED lights and more durable metal poles. Future phases will address the replacement of fencing, parking needs, and other site improvements.

Public notice is not required for the Public Monument Review process. City staff have reviewed the proposed locations for permanent hard surfaces in Phase One for potential hindrances to the future use of the space and have no concerns regarding the placement of the path and bleacher pads.

DISCUSSION

In 2023, the Fort Atkinson Parks and Recreation Department adopted a 5-year Comprehensive Outdoor Recreation Plan, which outlines improvements for parks and open spaces throughout the city. Specifically, at the Kiwanis Fields in Rock River Park, the plan emphasizes the need to "assess the cost of replacing football facilities, including storage, bleachers, paths, and benches," as highlighted on pages 49 and 77. This initiative aligns with the City of Fort Atkinson Comprehensive Plan, amended in 2023. One of the policies outlined on page 94 of the Comprehensive Plan stresses the importance of designing park facilities in compliance with the Americans with Disabilities Act. The proposed project, supported by the Kiwanis Club aligns with these priorities.

One of the objectives of the Public Monument/Building Review process is to clearly identify and explain the public purpose of the proposed monument to ensure it serves the community as a whole, rather than just an individual or a specific group.

The proposed project aligns with the objective. Participation in Parks and Recreation programs at Kiwanis Fields typically averages around 130 individuals engaged in organized activities. Throughout the year, approximately 300 to 400 youth participate in the football program, while an additional 100 to 200 youth are involved in competitive soccer (U18 and U15). During competitions that includes visiting teams, the number of visitors to the park can exceed over a thousand individuals.

Another objective of the Public Monument/Building Review process is to identify the short and long-term maintenance needs of the monument or building and to plan accordingly. The aim is to ensure that future maintenance, repairs, and replacements do not solely fall on the City.

The Parks and Recreation Department is responsible for maintaining the irrigation and hard

surfaces at Kiwanis Fields in Rock River Park. The Department has also entered into an agreement with the Fort Youth Tackle Football Club to manage the concessions stand, storage facilities, and press box. This agreement outlines the responsibilities and approvals required for any major upgrades to the property. Additionally, landscaping duties, such as mowing and weed trimming around trees, facilities, and signs, fall to the parks maintenance staff. The proposed improvements aim to reduce maintenance needs in the short term by adding aluminum bleachers and concrete pads beneath them. Snow removal will not be necessary at this location since it does not connect to any other trail systems or sidewalks. Overall, the proposed plan prioritizes low maintenance and durability. Replacing the current lights with LED lights will significantly reduce staff maintenance due to their durability and long lifespan. Although these bulbs are not indefinite, they will eventually need replacement.

RECOMMENDATION

Staff recommends that the Plan Commission review the application and recommend that the City Council approve the request for a Public Monument/Building Review of Phase One and Two of the Kiwanis Field Project. This includes the installation of an accessibility path, bleacher pads, new aluminum bleachers, a concrete concessions patio, and field lighting outlined in Phase Two.

ATTACHMENTS

1. Public Monument-Building Review application FILLABLE1
2. Kiwanis Fields at Rock River Park Project Outline 8.19.25
3. RRP-Kiwanis Field Project Site Plan Information 8.19.25
4. FAF Community Grant Application (2020)-Kiwanis Fields COFA P&R FINAL
5. FAF- Grant Request- Kiwanis Fields- Signed 8.4.25 JDK
6. CORP Pages

City of Fort Atkinson Procedural Checklist for Public Monument/Building Review Requirements per Wis. Statutes 62.23 (5) and Section 15.10.42 of the Zoning Ordinance

This form is designed to be used by the Applicant as a guide to submitting a complete application for a site plan and by the City to process the application.

Name, company, and client (if applicable): Fort Atkinson Park and Recs as well as Fort Atkinson Kiwanis Club
Ben Dayton and John Kutz

Phone number: _____ Email: john@msigeneral.com and bdayton@fortatkinsonwi.gov

Property address for site plan: Rock River Park, 1300 Lillian Street

I Applicability

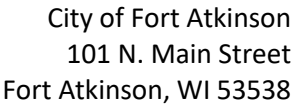
Site plan review and approval shall be required for changes to site characteristics (listed in Section 15.10.42).

II Application Requirements

The Applicant shall submit an electronic copy or paper copies, if required by the City, of the application. Applications for site plans shall contain all of the following, unless specific application requirements are waived in writing by the Zoning Administrator.

- ☐ Written description of the intended use describing in reasonable detail the following:
 - ☐ Existing zoning district(s) and proposed zoning district(s), if different.
 - ☐ Existing and proposed land uses, including a survey of existing buildings or monuments onsite.
 - ☐ Projected number of residents, employees, and/or daily customers.
 - ☐ Demonstration of compliance with the applicable standards and requirements of the City of Fort Atkinson Municipal Code.
 - ☐ Demonstration of consistency with the Comprehensive Plan.
 - ☐ Fencing materials (Section 15.06.40).
 - ☐ Explanation of the purpose of the public monument or building (must serve a public purpose)
 - ☐ Any other information pertinent to adequate understanding by the Plan Commission of the intended use and its relation to nearby properties.
- ☐ A small location map showing the subject property and illustrating its relationship to the nearest street intersection.
- ☐ Pre-Development Site Information.
 - ☐ Legal description of the subject property.
 - ☐ Existing property lines and setback lines.
 - ☐ Existing structures and paved areas.
 - ☐ Existing right of way lines with bearings and dimensions clearly labeled.

- ☐ Existing easements and utilities.
- ☐ Existing and proposed topography with a maximum contour interval of 2 feet, except where existing ground is on a slope of less than 2 percent where one foot contours shall be shown.
- ☐ The outer edges of all natural resource areas (i.e. floodplains, shorelands, wetlands, drainageways, woodlands, steep slopes).
- ☐ Proposed Post-Development Site Information.
 - ☐ Property lines and setback lines.
 - ☐ Location of all proposed structures and use areas, including paved areas, building entrances, walks, drives, decks, patios, fences, utility poles, and drainage facilities.
 - ☐ Proposed right of way lines with bearings and dimensions clearly labeled.
 - ☐ Proposed access points onto public streets and access drives on the subject property.
 - ☐ Location and dimension of all on-site parking (and off-site provisions if they are to be employed), including a summary of the number of parking stalls provided.
 - ☐ Location of all proposed parking and traffic circulation areas.
 - ☐ Location and configuration of all visibility triangles proposed on the subject property.
 - ☐ Location and dimension of all loading and service areas on the subject property.
 - ☐ Location of all outdoor storage areas and the design of all screening devices.
 - ☐ Location of all rooftop, wall-mounted, and ground-mounted mechanical equipment, and the design of all screening devices.
 - ☐ Location and type of all stormwater facilities and management approach to be employed and a copy of the proposed maintenance agreement.
 - ☐ Location of snow storage areas, except for single family and two family residential.
 - ☐ Proposed easement lines and dimensions with a key provided and explanation of ownership and purpose. Easement documents governing public access or cross access should be provided for review.
 - ☐ Location and size of all gas, electric, water, storm and sanitary utilities serving the parcel.
 - ☐ Location, type, height, size, and lighting of all signage on the subject property.
 - ☐ In the legend, include the following data for the subject property: lot area, flood area, floor area ratio, impervious surface area, impervious surface ratio, and building heights.
 - ☐ Proposal short and long-term maintenance plan for proposed buildings and/or monuments.
- ☐ Detailed Landscaping Plan. If required, a landscape plan depicting the location, type, and size at time of planting and maturity of all landscaping features as required in Article VIII.
- ☐ Grading and Erosion Control Plan. Scaled drawing depicting existing and proposed grades, including retention walls and related devices, and erosion control measures. Written erosion control plan indicating pre-site disturbance elements, maintenance and inspection timing of same during construction, provisions for temporary stabilization during construction and final stabilization plan.
- ☐ Elevation Drawings.
 - ☐ Elevations of proposed buildings or proposed remodeling of existing buildings showing finished exterior treatment and all rooftop, wall-mounted, and ground-mounted mechanical equipment.
 - ☐ Depict exterior materials, texture, color, and overall appearance.



- ### III Process Checklist

- Applicant signature: jh Kuf Date: 8-13-2025



KIWANIS FIELDS AT ROCK RIVER PARK

KIWANIS CLUB OF FORT ATKINSON PROJECT

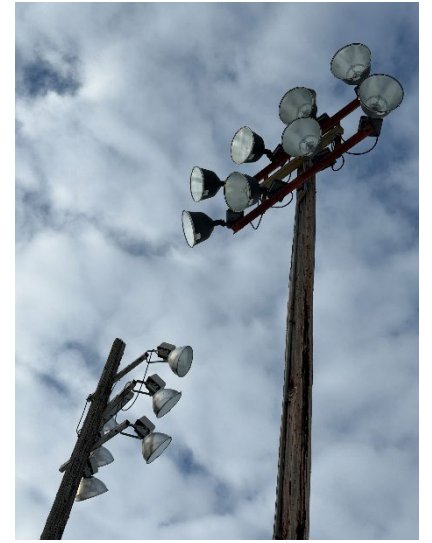


30 North Water Street - West
Fort Atkinson, WI 53538

PROJECT OBJECTIVES

- Increase accessibility to the fields and the concessions stand through additional implementation of hard surfaces (concrete or asphalt)
- Replace the current bleachers and/or benching with upgraded, low-maintenance, and safer equipment
- Replace lighting with LED lighting for both fields to increase usage and decrease costs
- Configure both fields for both football and soccer usage
- Add equipment for soccer usage (goals, etc)
- Work with Parks and Rec to analyze parking, fencing and other site improvements

CURRENT SITE LAYOUT



PROPOSED CHANGES – ADDITIONAL HARD SURFACE FOR ACCESSIBILITY AND CONCESSIONS



PROPOSED CHANGES – NEW BLEACHERS – SIX LOCATIONS



PROPOSED CHANGES – NEW BLEACHERS – SIX LOCATIONS WITH CONCRETE PADS UNDERNEATH FOR MAINTENANCE



PROPOSED CHANGES – UPGRADE LIGHTING

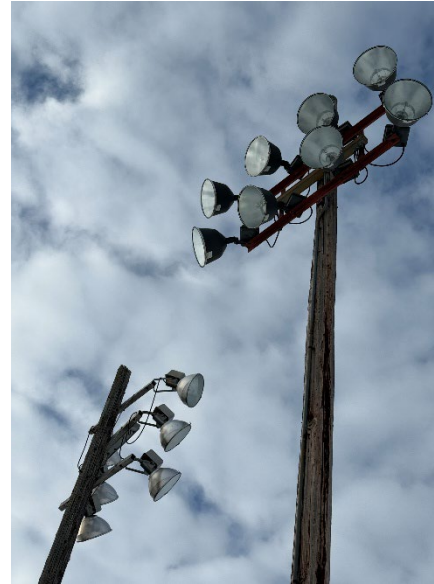


PROPOSED CHANGES – UPGRADE LIGHTING

Currently there are 32 lights (four banks of 8) on the south field and 24 lights (four banks of 6) on the north field.

These are old metal halide lights, high wattage, and also they short out frequently

The Proposed replacement LED lights would be on new poles and about 80% less energy than the current lights with immediate on/off and dimming capabilities.



OTHER CONSIDERATIONS

- Purchasing equipment for Soccer to be utilized better
- Working with Park and Rec Department to analyze parking solutions and potential updates to the existing parking
- Collaboration with all stakeholders (Fort Atkinson Youth Football, JC United Soccer, Fort Park and Recs, etc) to upgrade the fields for future generations to enjoy

TIMELINE

- Fundraising has begun by the local Kiwanis Club of Fort Atkinson
- Receive approval to officially move forward from Park and Recs Department in March 2025
- Seek additional fundraising through Kiwanis events, Football and Soccer events, The Fort Atkinson Community Foundation, Kiwanis International and other methods to enact Phase 1 during Summer 2025

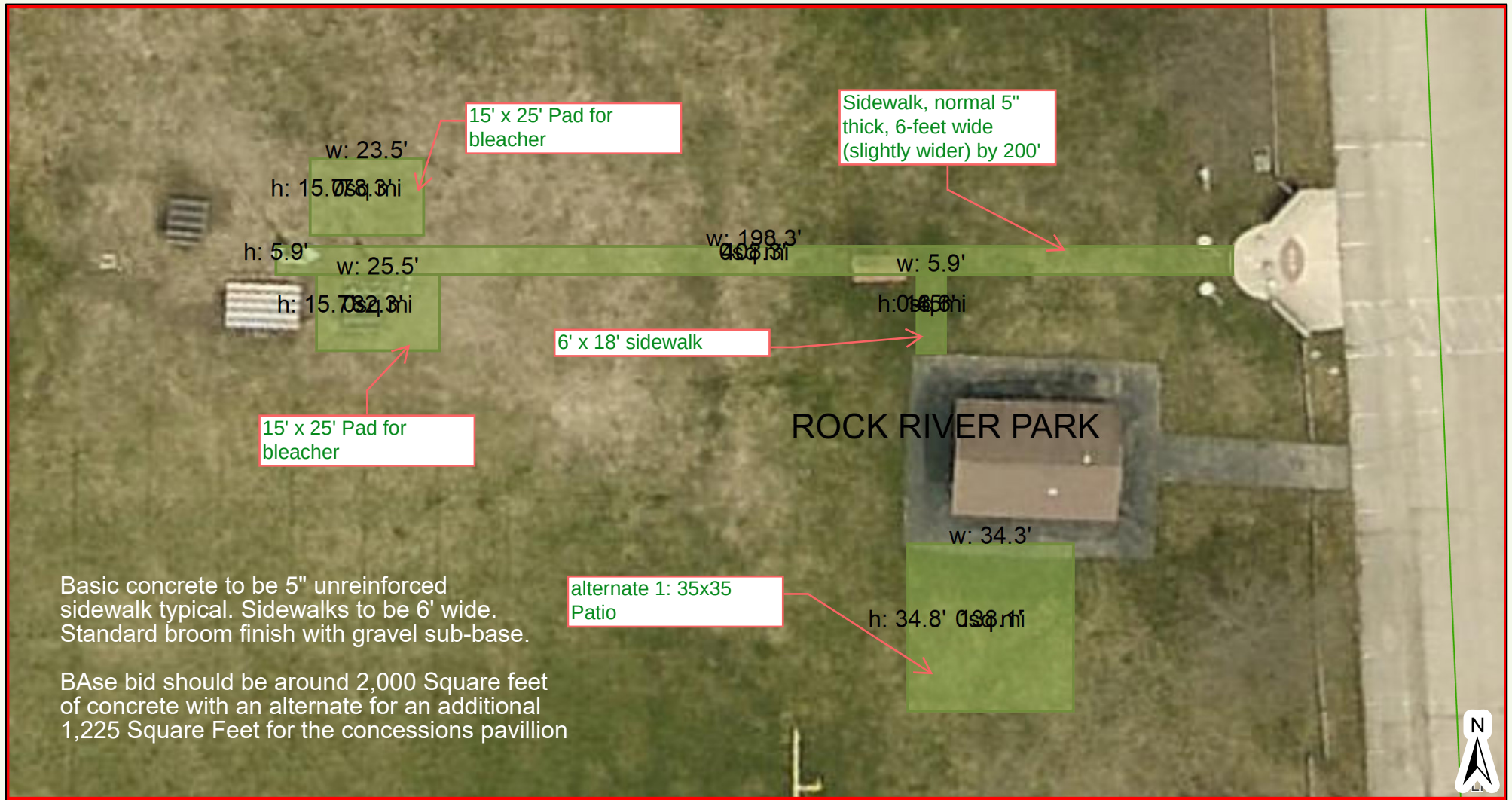
PHASE ONE

- Installation of concrete and bleachers in time for fall soccer and football, approximately \$40,000 worth of work.

PHASE TWO

- Raise awareness through Phase One and secure additional funding to procure and install lighting prior to Fall of 2026 football and soccer seasons, approximately \$70,000 worth of work
- Identify additional needs through Park and Rec and continue to collaborate on additional ways to improve the fields

Jefferson County Land Information



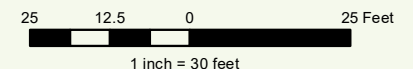
- | | | | | | |
|---------------------------|-------------------|--|-----------------------------------|--|------------------------|
| | PLSS Sections | | Old Lot/Meander/Other Carto-Lines | | Tax Parcel Information |
| | Right of Ways | | Rail Right of Ways | | Personal Property |
| Cartographic Lines | | | | | |
| | Property Boundary | | Surface Water | | Map Hooks |



Jefferson County Geographic Information System

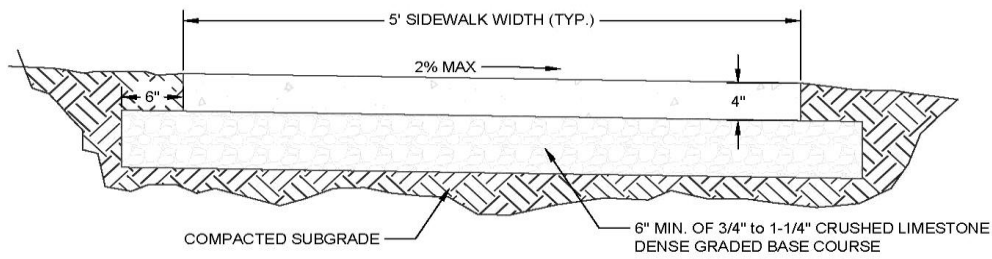
DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning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

Printed on: June 18, 2025



Author: Public User

Pavements Plan



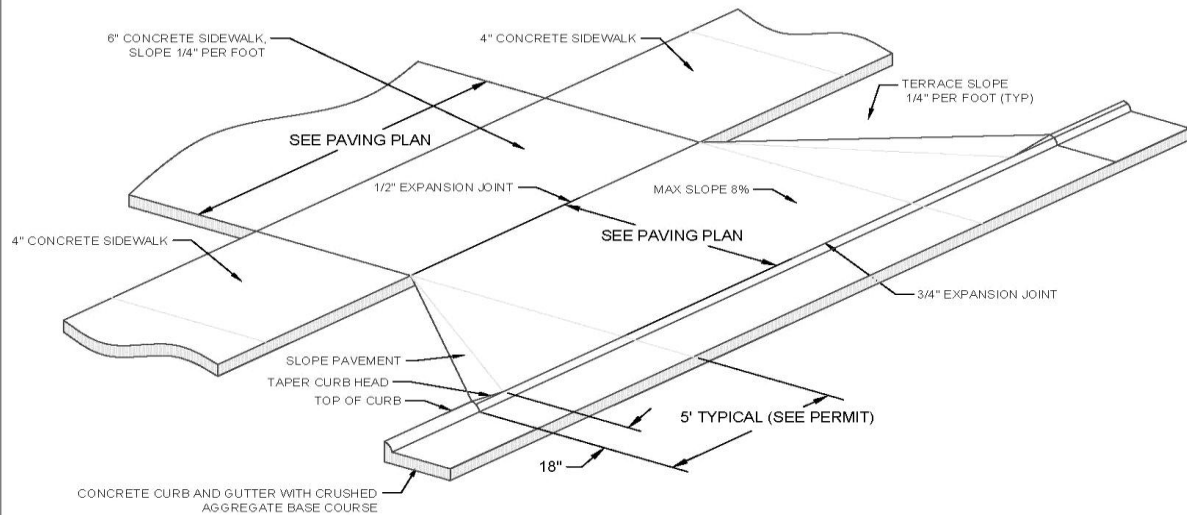
TYPICAL SECTION

NOTES:

1. PROVIDE EXPANSION JOINT EVERY 50' MINIMUM.
2. TOOL CONTROL JOINTS
3. CHANGE DEPTH TO 6" FOR DRIVEWAY CROSSINGS

CONCRETE SIDEWALK

NTS



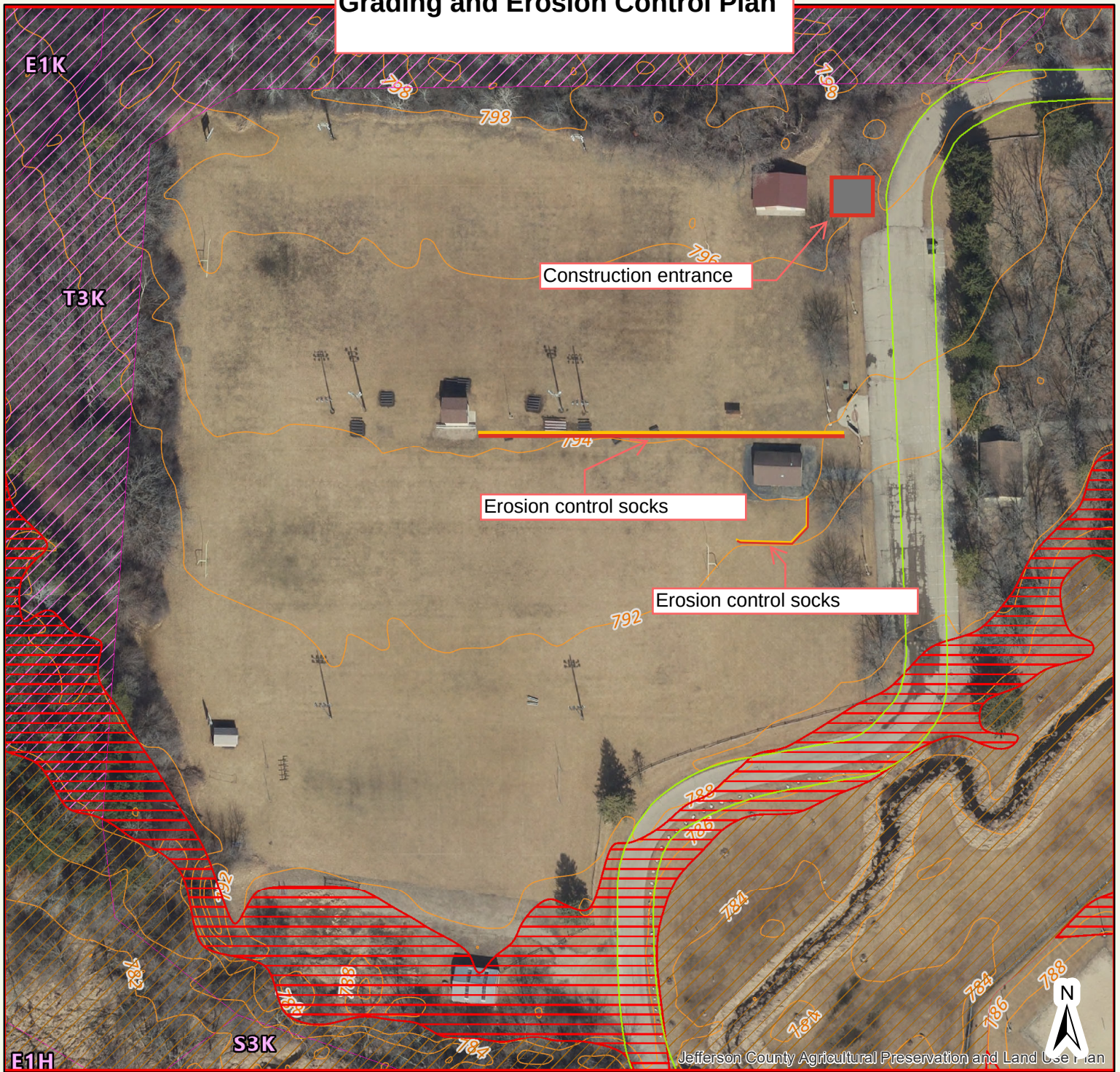
NOTE: CONCRETE SIDEWALK AND DRIVEWAY APRON SHALL HAVE A THOROUGHLY COMPACTED 6" OF 3/4" TO 1-1/4" CRUSHED LIMESTONE DENSE GRADED BASE.

DRIVEWAY APRON/ENTRANCE

NTS

Jefferson County Land Information

Grading and Erosion Control Plan



Right of Ways

Flood Map Amendments LOMA

Approved/Revalidated=>2/4/15

Denied/Not Revalidated

Floodplain 2/4/2015

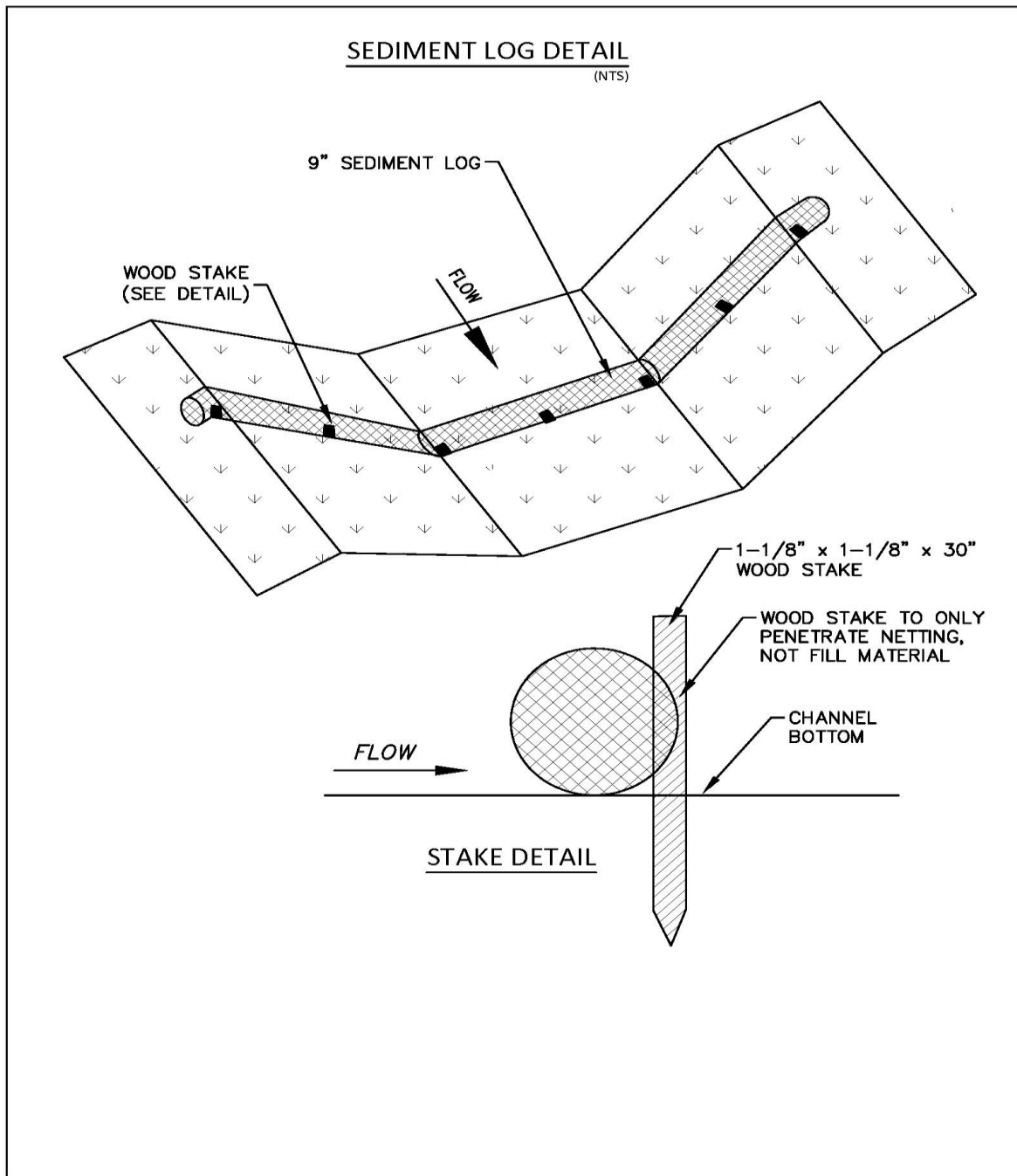
- ZONE A NO BSE 1%(100 YR)
- ZONE AE BSE 1% (100YR)
- 0.2% FLD HAZ (500 YR)
- Flood Storage Districts 2/4/2015
- Flood Mitigation Properties
- Erosion Control Socks

Notes:

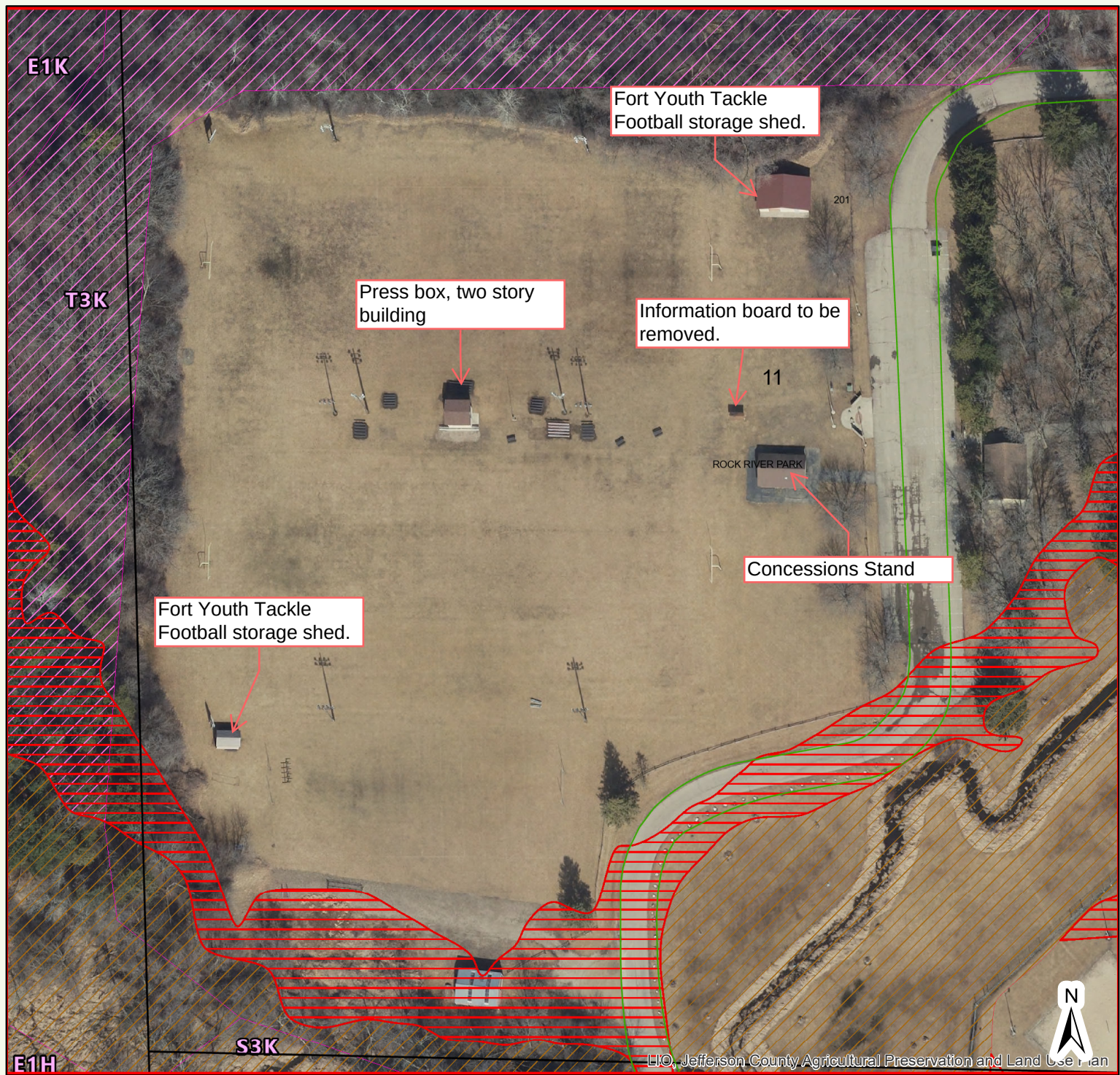
- Site drains north to south, erosion control socks
- Construction traffic to enter from the parking lot north of the facility entrance. Split rail fencing posts will be temporarily removed. during construction.
- Site restoration to use seed and straw erosion blankets

100 50 0 100 Feet
1 inch = 100 feet

Grading and Erosion Control Plan



Jefferson County Land Information



- PLSS Sections
- Right of Ways

Cartographic Lines

- Property Boundary
- Old Lot/Meander/Other Carto-Lines
- Rail Right of Ways
- Surface Water

- Map Hooks
- Tax Parcel Information
- Personal Property

Flood Map Amendments LOMA

- Approved/Revalidated=>2/4/15
- Denied/Not Revalidated

Floodplain 2/4/2015

- ZONE A NO BSE 1%(100 YR)
- ZONE AE BSE 1% (100YR)
- 0.2% FLD HAZ (500 YR)
- Flood Storage Districts 2/4/2015
- Flood Mitigation Properties
- COUNTY ADOPTED



Jefferson County Geographic Information System

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

100 50 0 100 Feet
1 inch = 100 feet

Printed on: August 19, 2025

Author: Public User

Page 192 of 451

Fort Atkinson Community Foundation

244 N. Main Street
Fort Atkinson, WI 53538

facf@fortfoundation.org
www.fortfoundation.org
(920) 563-3210

COMMUNITY GRANT REQUEST FORM

1. Name, address and telephone number of the organization requesting funds.

City of Fort Atkinson
Parks and Recreation Department
101 N. Main Street
Fort Atkinson, WI 53538
920-397-9913

2. Describe the organization (legal composition, directors and staff, purpose, history).

Ben Dayton, Director of Fort Atkinson Parks & Recreation Department, under the management of Rebecca Houseman, City Manager, and under the elected City Council. The department is comprised of 9 full-time employees, about 180 part-time staff and about 300 volunteers.

The purpose of the Parks & Recreation Department is to enrich the quality of life for all participants by providing an enjoyable, wholesome recreational experience. We create recreation programs, have recreation features at our facilities and maintain 15 parks, Senior Center, Youth Center, Aquatic Center, River Walk and Bike Trail. Also, multiple rental shelters, including two enclosed facilities.

Kiwanis Club of Fort Atkinson is the local chapter of Kiwanis International. The FA chapter has been around for over 40 years and currently has over 30 members, a board of directors, and is completely volunteer led. Kiwanis is a global organization of volunteers dedicated to improving the world, one child and one community at a time. The Kiwanis Club exists to serve children.

The City of Fort Atkinson is applying for this grant on behalf of the Kiwanis Club and will serve as the fiscal agent and contact for the Fort Atkinson Community Foundation.

3. Is your organization classified as a 501(c)3? Y or **N**. Tax ID #39-6005451,

4. If no, what is your IRS classification? City Government, Kiwanis Club is a 501c4

5. Amount of money being requested?

The request for phase one of the project is not to exceed \$20,000, which represents half of the estimated project costs for this phase.

6. When will the funds be needed?

By end of 2025

7. Please give a detailed explanation of how the funds will be used. Attach any supporting information that may be helpful to the Directors as they consider the request.

The Kiwanis Club has raised over \$20,000 in the last 18 months for a capital improvement project titled “Kiwanis Fields Improvements.” The initial fundraising efforts have focused on two primary goals for the Kiwanis Fields at Rock River Park in Fort Atkinson (“Phase 1”). First, to create a hard surface path from the parking lot to the fields to improve accessibility for individuals in wheelchairs or those who have difficulty traversing grass. Second, to provide upgraded bleachers for both fields that are safe and low-maintenance, in contrast to the old wooden bleachers currently in use. This is the first phase of a multi-phase project, which will eventually include additional improvements, such as a patio for the concession stand, upgraded lighting to LED, and enhanced equipment for multi-sport use. The fundraising packet is attached for reference.

The Parks and Recreation staff have collaborated with the Kiwanis Club on the site plan to ensure that the location is both accessible and functional. The walking path's location was carefully assessed to ensure it would not impede the future use of the facility. All hard surfaces will be made of 5-inch thick concrete. The walking path is designed to be 6 feet wide with a standard broom finish. The bleacher pads each measure 15 feet by 25 feet, providing 5 feet of space in the front and 10 feet on the side for wheelchair access. New aluminum bleachers will require very little regular maintenance. The design prioritizes durability and ease of maintenance.

In 2023, the Fort Atkinson Parks and Recreation Department adopted a 5-year Comprehensive Outdoor Recreation Plan ("CORP"), which outlines improvements for parks and open spaces throughout the City. Specifically, the CORP highlights the need to "assess the cost of replacing football facilities, including storage, bleachers, paths, and benches" At the Kiwanis Football Fields in Rock River Park. This initiative is supported by the City of Fort Atkinson Comprehensive Plan, which was amended in 2023. On page 94 of the Comprehensive Plan, one of the Parks and Recreation Department policies emphasizes designing park facilities to comply with the Americans with Disabilities Act. The proposed project from the Kiwanis Club aligns with these priorities.

CORP: <https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:d46fe0b3-ecb7-3528-a41a-422817aa0dff>

COFA Comp Plan:

[https://www.fortatkinsonwi.gov/Amended%20Fort%20Atkinson%20Comprehensive%20Plan_w%20maps%20\(6.6.2023\).pdf](https://www.fortatkinsonwi.gov/Amended%20Fort%20Atkinson%20Comprehensive%20Plan_w%20maps%20(6.6.2023).pdf)

Funds for the first phase will be used to purchase the bleacher systems and hire a concrete contractor to install the walking paths, bleacher pads and patio area.

8. How will the Fort Atkinson area benefit, should your organization be awarded a grant?

The Kiwanis Fields are utilized throughout the year by various organizations, including both youth and adult programs offered by Parks and Recreation, as well as public access. Fort Atkinson Youth Football and the JC United Soccer programs conduct both practices and competitions at these fields.

The Kiwanis Club and the Parks and Recreation Department have provided feedback on ways to improve the area. Enhancing the fields with a clean, safe, and ADA-compliant path, along with new and safe bleachers, will improve the overall usability of the fields and ensure better accessibility for parents, grandparents, friends, and visiting teams and families from different communities.

9. How many individuals do you estimate will benefit from your project on an annual basis?

Participation in Parks and Recreation programs at Kiwanis Fields averages around 130 individuals engaged in organized activities. Throughout the year, it is estimated that approximately 300 to 400 youth take part in the football program, while an additional 100 to 200 youth are involved in competitive soccer (U18 and U15). This level of participation benefits not only local community members but also the teams that travel to Kiwanis Fields from outside the area.

To provide further context, data from Placer Labs indicates that Rock River Park had just under 2,000 visitors on September 16, 2023. This number coincided with programs organized by both the Fort Youth Football program and the Fort Atkinson Parks and Recreation Department at the facility.

10. Describe the sources of other funds available, or being sought, to complete this project.

The Kiwanis Club plans to use the initial \$20,000, along with a matching grant from the foundation, to kickstart the project by completing the first phase.

Both the Fort Atkinson Youth Football and JC United organizations have begun grassroots fundraising efforts. They expect to gain momentum this fall as they complete the first phase and start fundraising for the subsequent phases.

Additional funding requests from the foundation will be presented at a later date to support the next phases of this project.

11. Please explain how your project will be sustained into the future. Is there a plan for future funding or maintenance and who will be responsible for that?

The current bleachers are constructed with a steel frame and wooden planks for seating. Each set of bleachers is placed on bare dirt, gravel, or millings. Parks staff are responsible for weeding and spraying around and underneath the bleachers to control weed growth. Additionally, the wooden planks require regular painting and will eventually need replacement due to decay.

To address these issues, the Kiwanis Club and the parks and recreation staff will work together on a solution that will significantly reduce the maintenance required on site. The first phase will involve the installation of concrete pads and new aluminum bleachers. Once set, aluminum bleachers will require very little maintenance. The hard surfaces will eventually need crack filling, but the City of Fort Atkinson is developing a maintenance plan for these surfaces in collaboration with the Department of Public Works. With regular maintenance, the concrete pads and paths may last up to 50 years before replacement is necessary.

12. Please include financial statements for the last two years and year-to-date statements for the current year. These statements will need to consist of balance sheets for each of the three periods and operating statements showing actual results against budget for each period. Also show your sources of revenue.

The following URL provides a downloadable copy of the 2022, 2023 and 2024 City of Fort Atkinson Operating Budget and CIP.

Person representing applicant:

City of Fort Atkinson
Name: Ben Dayton, Director of Parks and Recreation
Email: bdayton@fortatkinsonwi.gov
Address: 30 N. Water Street W., Fort Atkinson, WI 53538
Phone: 920-397-9910

Kiwanis Club
Name: John Kutz
Email: John@msigeneral.com
Address: W7398 County Rd. C, Fort Atkinson, WI 53538
Phone: 920-650-5032

I hereby certify that all information submitted in connection with this application is true and correct to the best of my knowledge.

Signature and title

Date:

Print name

Signature and title of supervisor, if applicable

The deadline for receipt of grant applications is March 15, June 15, Sept. 15, and Dec. 15. Foundation meetings to consider grant requests are held in January, April, July, and October.

Application may be mailed or delivered to: The Fort Atkinson Community Foundation, 244 North Main Street, Fort Atkinson, WI 53538 (Chamber of Commerce building).



FORT ATKINSON

COMMUNITY FOUNDATION

July 25, 2025

Ben Dayton & John Kutz
City of Fort Atkinson, Parks & Recreation Department
30 N. Water Street W.
Fort Atkinson, WI 53538

Dear Ben & John,

The Fort Atkinson Community Foundation Board of Directors met on July 24th and reviewed your grant proposal for up to \$20,000 to support Phase 1 improvements at the Kiwanis Youth Fields. I am pleased to inform you that the Board voted to approve your full grant request.

The grant will be paid through the Bertha & Marilyn Kuhl Fund, a Field of Interest Fund held at our foundation that focuses on projects that beautify or otherwise improve the Fort Atkinson area. The grant will be paid upon the receipt of invoices related to project work, not to exceed \$20,000.

The deadline for use of this grant is June 30, 2026. Any extension or changes to the grant terms must be requested in writing to our foundation's board of directors for consideration.

Please sign below, confirming your acceptance of the grant terms, and return this original copy to our office, keeping a copy for your records.

The Community Foundation would appreciate any public recognition of this grant. If you have any questions, please contact our executive director, Megan Hartwick, at 920.563.3210 or via email at facf@fortfoundation.org.

Thank you for partnering with our foundation on this wonderful project!

Regards,

Lisa Caras, Chairman
Fort Atkinson Community Foundation

Ben Dayton, Director of Parks & Recreation, City of Fort Atkinson

John Kutz, Board Member & Past President, Kiwanis

Date

8-7-25

Date



CITY OF FORT ATKINSON

COMPREHENSIVE OUTDOOR RECREATION PLAN



2023 - 2028



ROCK RIVER PARK

Park Address: 1300 Lillian Street

Park Size: 43 acres

10-Minute Walk Population (2021): 102 residents

EXISTING FACILITIES

TYPE	INSTALL YR
Swimming	1992
Playground at Aquatic Center	1992
Basketball Court	
Tennis Courts	1999
Football/La Crosse Field	1990's
Obstacle Course	2008
Archery Range	2015
Bike/Walking Trail	
Frisbee/Disc Golf Course	2015
Rotary Pavilion	1999
Playground at Rotary Pavilion	2004
Restrooms	2000
Football Field Concession Stand	1998
Clubhouse	
Grills	
Drinking Water	
Bleachers	2008
Picnic Tables	
Benches	
Parking Lot	



RECOMMENDATIONS

IMPROVEMENT	PRIORITY	COST ESTIMATE
Build up area across from Pavilion for more parking.	3-5 yrs	\$1,500/stall
Designate parking stalls and handicap stalls (especially near the Clubhouse and pavilion).	1-3 yrs	\$500/ea.
Install signage for overflow parking off of Lillian St.	1-3 yrs	\$5,000/sign
Consider installing a splash pad in the pool area.	6+ yrs	\$120/SF
Replace aging and broken wood fencing.	1-3 yrs	\$80/LF
Pave all parking lots.	3-5 yrs	\$100,000
Assess the cost of replacing football facilities.	6+ yrs	\$80,000/field
Add more shade/umbrellas to pool area.	3-5 yrs	\$20,000/ea.
Expand disc golf facility to 18-holes and hold a community tournament.	3-5 yrs	\$20,000 - \$70,000
Upgrade/replace basketball hoops and lights.	3-5 yrs	\$2,000/ea.
Acquire the four former homes (Jefferson County-owned) along the west side of the park's highway 106 entrance. If/when acquired, install a new gateway or landscaping feature on the land.	6+ yrs	TBD
Install new playground equipment at Rotary Pavilion.	6+ yrs	\$200,000
Improve trail routes.	3-5 yrs	\$35 LF (asphalt)
Enhance clubhouse parking.	3-5 yrs	\$1,500/stall

SITE PHOTOS





KIWANIS CLUB
FORT ATKINSON

August 24, 2025

Ben Dayton
Director of Parks and Recreation Department
City of Fort Atkinson
30 N Water Street W
Fort Atkinson, WI 53538

Dear Ben,

On Behalf of the Fort Atkinson Kiwanis Club, we enthusiastically support the upgrades being presented for the Kiwanis Fields at Rock River Park in the City of Fort Atkinson, and we have fundraised approximately \$40,000 so far for the first phase of the project. We will work with the Park and Recs department to come up with 100% of the financial support needed to complete the project.

Sincerely,

John Kutz,

Kiwanis Board Member and Past President

City of Fort Atkinson- Parks and Recreation Department
 Kiwanis Field- Facility Improvement Project
 Phase One
 Aug-25

		Quotes	BUDGET
Concrete Bids			
A-1 Concrete, dated 7/2/25	750 SF for Bleacher Pads, 1308 SF for sidewalk	\$ 14,921	
	1225 SF Patio with Sealer 4"	\$ 8,881	
	Site Prep and gravel Base MAIN	\$ 6,689	
	site Prep and gravel base PATIO	\$ 3,982	
JW Schultz, dated 6/27/25	Pour Concrete Only 2000 SF MAIN	\$ 12,000	\$ 12,000
	Prep also	\$ 6,000	\$ 6,000
	PATIO	\$ 7,350	\$ 7,350
	PATIO PREP	\$ 3,675	\$ 3,675
7Generations, dated 6/15/25	2058 SF for Main with removal	\$ 30,493.00	
	1225 SF for Patio with removal	Inc.	
Kramer Enterprises, Text on 7/9	Main	\$ 22,000	
	Patio	\$ 13,475	
Marriott	Will bid, haven't turned in yet		
Faust Foundations	Declined		
BLEACHERS	ULINE 50 Seat, 15x9x8 (five row)	2 sets @ 8850 each	17700
	LEE RECREATION		
	BSN - Five Row 15'	2 sets @ 6400 each	12800
Minnesota/WI Playgrounds			\$ 12,800
Soccer Goals			
Keeper Goals Quote Dated 7/18/25			
	1 Pair of 8' H x 24" Wide x 8' 4" with wheels	\$ 7,194	
	1 pair of 2" mesh soccer nets in white	\$ 582	
	Delivery and install included	\$ 300	
	Discount for JC United, pay in 30 days	\$ (1,296)	
	No Sales Tax	\$ (348)	
		\$ 6,432	\$ 6,432
PHASE ONE TOTAL			\$ 48,257
PHASE ONE CONCRETE AND BLEACHERS			\$ 30,800

Aluminum Bleachers - 15', 5 Rows



Get the crowd into the game with comfortable seating and elevated views.

- 10" deep aluminum benches and foot rails.
- Anodized aluminum guardrail included.
- Welded aluminum frame. No rust.
- [Concrete](#) or [Grass Mounting Hardware](#) sold separately.

[More Images](#)

MODEL NO.	DESCRIPTION	SEATING CAPACITY	SIZE L x W x H	WT. (LBS.)	PRICE EACH		ADD TO CART
					1	3+	
H-4408	5 Rows	50	15 x 9 x 8'	721	\$8,850	\$8,750	2 ADD

Drop Ships in 10 Days from FL

SHIPS UNASSEMBLED VIA MOTOR FREIGHT

[+ Additional Info](#)

[+ Parts](#)

[+ Shopping Lists](#)

[Request a Catalog](#)



PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep

Mitchell Weiner Email:mweiner@bsnsports.com | Phone:**972-884-7380**

Sold to
1530645
FORT ATKINSON PARKS & REC
30 N WATER ST W
FORT ATKINSON WI 53538-1869
USA

Ship To
1530645
FORT ATKINSON PARKS & REC
Ben Dayton
30 N WATER ST W
FORT ATKINSON WI 53538-1869
USA

Payer
1530645
FORT ATKINSON PARKS & REC
30 N WATER ST W
FORT ATKINSON WI 53538-1869
USA

Quote

Cart #: 114824-
Purchase Order #: Ben Dayton Bleachers
Cart Name: AutoSave Cart
Quote Date: 09/04/2025
Quote Valid-to: 09/30/2025
Payment Terms: NT30
Ship Via:
Ordered By: Ben Dayton

Item Description	Qty	Unit Price	Total
5 Row 15' Alum Bleacher Item # - NB0515	2 EA	\$ 5,575.00	\$ 11,150.00

Subtotal:	\$11,150.00
Other:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$11,150.00
Payment/Credit Applied:	\$0.00
Order Total:	\$11,150.00

KEEPER GOALS

City Of Fort Atkinson
Attn: Ben

A DIVISION OF DEMAND & PRECISION PARTS
12400 W Silver Spring Dr, Butler, WI 53007
PHONE: 262-781-7800 OR 800-594-5126
Fax: 262-781-9230
email: info@keepergoals.com

Phone: 920-397-9910
Cell:
email: bdayton@fortatkinsonwi.gov

Price Quote
9/4/2025
By: Todd Hanson

Quantity

Description

Unit Price Total Price

1 pair

M88W-RD4-824 4"Rd Wheeled 8'H x 24'W x 4'TD x 8'4"BD
(rear wheel sticks out to 9'4") Soccer Goals
Verticals And Corners 4"Rd Steel While Crossbar Is 4"Rd Aluminum White
Backbar Is 4"x2" Rect Steel Powder Coated Black And Weighted.
Includes: Cable And Clip Net Attachment, 2 Wheels Built Into Each
Side Panel And 5th Wheel Behind Back Bar
2- Inground Duckbill Anchors Come With Each Goal - (If you prefer anchor weights
those can be purchased for an extra charge)

\$ 7,194.00 \$ 7,194.00

1 pair

NP2-30-824-48-BRPE 8x24x4x8 3mm HTPP 2" Mesh Soccer Nets In White

\$ 582.00 \$ 582.00

Delivery And Set Up In Fort Atkinson, WI

\$ 300.00

(includes assembly of soccer goals - does not include installing duckbill anchors)

\$ 8,076.00

Discount - If Pay invoice With In 30 Days Of Invoice

\$ (1,296.00)

Honoring Additional MAYSA Discount - Since Goals Are For JC United

\$ (348.25)

\$ 6,431.75

* Pricing Is Valid For 30 Days

** Current Lead-time On Soccer Goals Is 6-10 Weeks

*** If Order Past 30 Days Of Quote Will Need To Verify Pricing

**** Pricing Does Not Include Sales Tax If Applicable



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Bruce Peterson, Fire Chief

RE: Review and possible action relating to the Agreement between the City of Fort Atkinson and Fort Atkinson Firefighters - Local 580 for 2026-2029 (Peterson, Fire Chief)

BACKGROUND

On March 13, 2024, the Fort Atkinson Firefighters joined the Janesville Professional Firefighters, Local 580, and affiliated with the International Association of Firefighters. A voluntary recognition agreement between the City and Local 580 was signed on March 22, 2024. The first contract was negotiated and signed on December 30, 2024, and took effect January 1, 2025, through December 31, 2025.

The initial contract was a one-year agreement that did not include wage adjustments. On August 4, 2025, negotiations began for the second contract and a tentative agreement reached.

DISCUSSION

The initial proposal from Local 580 included requests for additional time off, sick time buyback, a larger sick leave bank, higher accrual rates, and an increased uniform allowance. The City declined these requests without a counter offer, and negotiations proceeded with wages as the primary focus, along with limited language clarifications.

The City's wage analysis showed that Fort Atkinson firefighter pay was well below market comparables. Of the 16 municipalities used as comparables, Fort Atkinson ranked 15th in top pay (14.35% below average) and 12th in starting pay (9.24% below average). These gaps contributed to staff departures and difficulties in attracting applicants.

The existing three-step wage table, which moved employees from starting to top pay within three years, also created compression issues where supervisors could earn less than those they supervised.

After three bargaining sessions, a tentative agreement was reached. Key provisions include:

- A new five-step wage scale with 3% step increases, extending progression to top pay from three years to five years.

- A 3% base wage increase in 2026 for Firefighter/EMTs, with other classifications and ranks calculated from that base.
- Defined separation of classifications and ranks, including an 8% separation between Firefighter/EMTs and Firefighter/Paramedics, and a 5% separation between Firefighter/Paramedics and Captains.
- A four-year contract term, with across-the-board increases of 4% in year two, 3% in year three, and 4% in year four. This structure moves wages closer to market standards while maintaining budget predictability.
- Adjusted wages that place Fort Atkinson near the median of comparables, improving recruitment and retention.
- There are no changes to management rights in the new contract.
- Agreement reached in good faith by both parties in three bargaining sessions.

The union membership, represented by the Janesville Firefighters Local 580, agreed to the contract on Thursday, September 11, 2025.

FINANCIAL ANALYSIS

The contract establishes a new wage table with five steps, rank differentials, and structured annual increases. The phased approach makes progress toward competitive pay while spreading the financial impact over four years. The recently approved Township contract anticipated these wage adjustments, lessening the direct financial impact on the City. The agreement balances fiscal responsibility with the need to address recruitment, retention, and supervisory wage compression.

RECOMMENDATION

Staff recommends the City Council approve the Agreement between the City of Fort Atkinson and Fort Atkinson Firefighters Local 580 for the term of January 1, 2026 through December 31, 2029 and authorize the City Manager to execute.

ATTACHMENTS

1. 25-0912 COFA Local 580 Agreement

Agreement

Between

City of Fort Atkinson

And

Fort Atkinson Firefighters - Local 580

Effective Date: January 1, 2026

Expiration Date: December 31, 2029

Table of Contents

Article I - Recognition	3
Article II - Management Rights	3
Article III - No Strike	4
Article IV - Amendments and Savings Clause	5
Article V - Conditions of Employment.....	6
Article VI - Employee Classifications	7
Article VII - Other Department Rules, Regulations and Practices	7
Article VIII - Grievance Procedure.....	7
Article IX - Seniority	10
Article X - Outside Employment	12
Article XI - Resignation.....	12
Article XII - Wages.....	12
Article XIII - Hours of Work	13
Article XIV - Insurance	15
Article XV - Contributions to the Wisconsin Retirement System	15
Article XVI - Uniform Allowance.....	15
Article XVII - Paid Leave and Unpaid Leave	16
Article XVIII - Certifications and Job Performance.....	17
Article XIX - Duration/Bargaining Procedure	19
Addendum I - Definitions	20
Exhibit A – Wage Tables.....	21

Article I - Recognition

Section 1.01: This written agreement shall be entered into by and between City of Fort Atkinson hereinafter referred to as the “Employer” or the “Department” and the Firefighters Local 580, hereinafter referred to as the “Association,” for and on behalf of its affiliate local. The Employer recognizes the Association as the sole and exclusive bargaining agent for all regular full-time professional employees classified as public safety employees under Wis. Stat. § 111.70(1)(mm)1. a., whose primary function is firefighting and/or emergency medical services, and excluding permanent part-time, non-sworn fire prevention staff, confidential employees, chief officers, and all other employees and volunteers, as their representative.

Section 1.02: A reference to “Employee” in this Agreement shall mean a full-time member of the Association.

Article II - Management Rights

Section 2.01: The City retains all rights of possession, care, control and management that it has by law, and retains the right to exercise the functions under the terms of the collective bargaining agreement. The City possesses the sole right to operate the City and Fire Department and all management rights repose in it. The powers or authority which the City has not specifically abridged, delegated or modified by other provisions of this agreement are retained as the exclusive prerogatives of the City. These rights include, but are not limited to, the following:

- A. To direct all operations of the City and Fire Department;
- B. To appoint or hire the Fire Chief or any other employees;
- C. To establish and require observance of schedules of work and work rules;
- D. To place staff or others in positions of authority regarding the conduct of City business and operations;
- E. To determine the methods, means and personnel by which operations are to be conducted;
- F. To hire, promote, transfer, schedule and assign (including overtime assignments) employees in positions within the Department;
- G. To create, revise and eliminate existing positions, duties, qualifications and organizational structures, operations or work practices;

- H. To suspend, demote, discharge and take other disciplinary action against employees;
- I. To relieve employees from their duties;
- J. To maintain efficiency of operations;
- K. To take whatever action is necessary to comply with state or federal law;
- L. To introduce new or improved methods or facilities;
- M. To change existing methods or facilities;
- N. To take whatever action is necessary to carry out the functions of the City in situations of emergency;
- O. To select employees, assign employees, establish quality standards and evaluate employee performance;
- P. To contract out for goods or services;
- Q. To determine the kinds and amounts of services to be performed as pertains to operations as well as the number and kind of classifications to perform such services;
- R. To determine the financial policies of the City.

Section 2.02: The exercise by the City of any of the foregoing powers, rights and/or authority shall not be reviewable by an arbitrator except in case such as so exercised as to violate an express provision of this Agreement.

Article III – No Strike

Section 3.01: The Association agrees not to engage in or condone any illegal job action.

- A. **Strike Prohibited:** The term “Strike” as used herein shall be interpreted broadly for the protection of the City to include the failure with others to report for duty, any concerted absence, any concerted stoppage of work, any concerted slow-down, sit-down, sick-out, refusal to work, work interruption, work stoppage, call-in, or failure in whole or in part to carry out the full, faithful and proper performance of the duties of employment, and without the lawful approval of the superior. The term “Strike” as used herein, also means in any manner interfering with the operation of the City for the purpose of inducing, influencing, or coercing, the recognition of any employee organization or a change in the

conditions or compensations or the rights, privileges, or obligations of employment or in sympathy with others for any purpose. All orders will be obeyed.

- B. Neither the Association or any of its officers, agents or these employees will instigate, promote, encourage, sponsor, engage in or condone any strike, concerted work stoppage, sympathy strike, any other intentional interruption of work slowdown, or picketing, except for informational picketing, during the term of this Agreement and until a successor Agreement is ratified by both parties.

Section 3.02: The Association, its representatives and individual employees will not authorize, assist or support any strike, work stoppage, slowdown or other activity that interferes with or interrupts the operations of the City. In the event of any such activity, the City shall immediately notify the Association thereof, and the Association shall immediately give public notice to the employees involved that they are in violation of this Agreement and should end such strike, work stoppage or other conduct which is interrupting or impeding work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonably effective and affirmative action to secure the member's return to work as promptly as possible. The Association confirms its belief that participation in a strike constitutes grounds for the employee's removal from employment.

Section 3.03: There shall be no lock-out by the City during the term of this Agreement.

Section 3.04: Any employee violating this Article shall be subject to disciplinary action, up to and including discharge. In any prohibited practice, legal, or any arbitration proceeding involving a violation of this provision, the sole question for the judge, hearing examiner, or arbitrator to determine is whether the employee engaged in the prohibited activity. This provision shall not limit the City's rights to seek other available legal remedies.

Article IV – Amendments and Savings Clause

Section 4.01: This Agreement may not be amended except by the mutual consent of the parties in writing.

Section 4.02: If any section of this Agreement or any addenda thereto as it relates to matters under the exclusive control of the City should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such section.

Article V – Conditions of Agreement

Section 5.01: The terms and provisions herein contained constitutes the only and entire Agreement between the parties and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

Section 5.02: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time the parties negotiated or signed this Agreement.

Section 5.03: Any mutual agreements or understandings which are reached during the term of this Agreement shall be reduced to writing. Mutual waivers of any breach, term or condition of this Agreement by the parties shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 5.04: Nothing contained in this Article shall preclude the parties entering into negotiations regarding contract provisions to become effective after the expiration date of this Agreement.

Article VI - Employee Classifications

Section 6.01 Regular Full-time Employee: A regular full-time firefighter is an employee who is designated by the City as a regular full-time employee and who is appointed by the Fire Chief under Wis. Stat. 62.13(4) and approved by the City of Fort Atkinson Police & Fire Commission. Only regular full-time firefighters are covered under and subject to the terms of this Agreement.

Section 6.02 Classifications: The City shall set classifications, which may include, for example, employees classified as “Shift Personnel” working a rotating platoon system, “Staff Personnel” working a regular full-time workweek, or other classifications. Members assigned to a full-time workweek shall remain at the same annual salary if assigned to, for example, a rotating platoon system, but have their hourly pay and sick time accrual adjusted to reflect the new schedule so as not to reflect a detriment to the City or a benefit to the employee.

Section 6.03 Probation: Employees shall be required to serve a twelve (12) month probationary period. The Fire Chief may extend the probationary period for up to six (6) months. During the term of the probationary period, the employee may be disciplined or discharged for any lawful reason or no reason, and without recourse to the grievance procedure, the Police & Fire Commission, or in any other forum or process between the parties or as provided by the City.

Article VII - Other Department Rules, Regulations and Practices

Section 7.01: The rules, regulations and practices as published by the Department shall be followed by the employees to the extent they do not conflict with any specific provision of this Agreement or violate any state or federal law. Such rules, regulations and practices shall be subject to amendment by the City in the City’s discretion.

Article VIII - Grievance Procedure

Section 8.01 Definition of Grievance: A grievance shall be defined as a dispute concerning the interpretation, application, or enforcement of the express terms of this Agreement. This Article shall not apply to discipline matters. Only the Association may be a grievant.

Section 8.02 Subject Matter: Only one (1) subject matter shall be covered in any one (1) grievance. A written grievance shall contain the name and position of the employee(s) affected by the grievance, a statement of the grievance, the issue involved, the relief sought, the date the incident or violation occurred, the article(s) and section(s) of the Agreement alleged to have been violated, the signature of the Association representative and the date.

Section 8.03 Time Limitations: Any grievance not complying to the time limits set forth in this Article shall be null and void. Time limits are exclusive of Saturdays, Sundays, and holidays. Time limits may be extended by mutual agreement in writing.

Section 8.04 Procedural Steps: Grievances shall follow the steps below. However, by mutual agreement, in writing, the parties may bypass any of the following steps.

- A. Step 1: The grievance shall be presented in writing to the Fire Chief within ten (10) business days of the date the affected employee knew or should have known of the event giving rise to the grievance. The Association shall be responsible for identifying the issue as a grievance. The Fire Chief shall inform the grievant(s) of the decision in writing within ten (10) business days of the date the grievance was presented.
- B. Step 2: If the grievance is not resolved in Step 1, the grievance shall be submitted by the Association to the City Manager within ten (10) business days of the Fire Chief's responses. The City Manager may choose to hold a meeting with the Association representative and affected employees. A written decision on the grievance shall be issued to the grievant(s) within ten (10) business days of the City Manager's decision.
- C. Step 3: If the grievance is not resolved in Step 2, the Association may request, within ten (10) business days of the date of that decision, that the grievance be submitted to an arbitrator by submitting a letter to the Wisconsin Employment Relations Commission with a copy of the letter to the City Manager and Fire Chief.

Section 8.05 Arbitration: The Wisconsin Employment Relations Commission shall submit a panel of up to five (5) WERC staff arbitrators and commissioners to the parties. The parties shall, within ten (10) business days of the receipt of said list, select the arbitrator by alternately striking names from the list until one (1) name remains with the Association striking first. Such person shall then be the designated arbitrator. Any fees incurred for the Arbitrator shall be shared equally between the parties.

Section 8.06 Hearing: The arbitrator so elected shall hold a hearing at a time and place convenient to the parties within fifteen (15) business days of notification of their selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in their judgment is appropriate for the disposition of the dispute. A statement of position may be made by the parties and witnesses may be called.

Section 8.07 Arbitrability: The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable. Once it is determined that the dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration, and the Arbitrator's decision shall be final and binding upon all parties.

Section 8.08 Decision of the Arbitrator: The decision of the arbitrator shall be in writing to the City and the Association. The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract provision allegedly breached. The arbitrator shall not modify, add to or delete from the express terms of the Agreement. The arbitrator shall have no authority to impose liability on the City for events arising before the effective date of the initial contract. The arbitrator shall have no power to and shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for final and binding arbitration. The arbitrator shall have no authority to grant wage increases. In any arbitration award, no right of management shall in any manner be taken away from the Employer, nor shall such right be limited or modified in any respect excepting only to the extent that this Agreement clearly and explicitly expresses an intent and agreement to divest the Employer of such right.

Section 8.09 Arbitration Costs: Both parties shall share equally the costs and expenses of the arbitration proceedings, including the fees of the arbitrator. Each party, however, shall bear its own costs for witnesses, and all other out-of-pocket expenses, including possible attorney's fees. The party requesting a transcript shall pay the cost to produce such transcript. In the event the other party or the arbitrator wishes a copy, the costs of the transcriptions will be divided equally between the parties.

Article IX - Seniority

Section 9.01 Definition: Seniority shall be determined from the last date of hire as regular full-time employee. If more than one employee is hired on the same date, seniority among such employees shall be determined by the eligibility list at the time of hire. Time spent on approved paid leaves of absence shall be included when determining seniority. Unpaid leaves shall not count toward seniority and shall result in proration of paid leave accruals.

Section 9.02 List of Employees: The City shall submit to the Association a list of regular full-time employees in the Department arranged in order of their seniority and a Seniority List of each rank based on time in rank. Said lists shall be submitted to the Association and the Association shall have ten (10) business days to check for its accuracy. If the Association does not object to its accuracy within said ten (10) business days, the seniority lists shall be deemed accurate. The lists shall be kept current and posted in a conspicuous place at the Fire Station(s) for a reasonable period of time.

Section 9.03 Seniority Retention for Prior Full-Time City Employees: A member hired as a full-time employee of the Fort Atkinson Fire Department who was previously employed as a full-time City of Fort Atkinson employee shall retain their accrued seniority for the purpose of Paid Time Off (PTO) accrual rates. This means the member's seniority, as it applies to PTO eligibility and accrual, will reflect their total tenure as a full-time City of Fort Atkinson employee, inclusive of time served in other city departments. In addition, the previously employed member's accrued sick time hours shall be transferred to their new position.

This seniority transfer does not extend to departmental seniority rankings within the Fort Atkinson Fire Department. It does not affect seniority-based considerations such as mandatory shift assignments, time-in-rank lists, or any department-specific seniority practices related to scheduling, promotion, or other operational protocols.

Section 9.04 Loss of Seniority: Seniority and the employment relationship shall be broken and terminated (via resignation if not otherwise specifically designated below) if an employee:

- A. resigns;
- B. is discharged;

- C. is absent from work for two (2) consecutive workdays without notification to the Department without any unforeseen circumstances;
- D. fails to report to work within fourteen (14) calendar days after having been recalled from layoff;
- E. fails to report for work at the termination of an authorized leave of absence;
- F. accepts other employment without permission while on authorized leave of absence;
- G. works for another employer without permission while on authorized leave of absence;
- H. retires.

Section 9.05 Layoffs: The City and the Association recognize the need to sustain essential department operations, including the Fire Service, Fire Prevention Bureau, and Emergency Medical Services. Layoffs will be determined by the Fire Chief, who retains the authority to make such decisions based on the requirements necessary to maintain effective departmental operations and services. Layoff determinations will prioritize operational needs across all service divisions, with considerations of certifications, roles, and service demands in the department.

In the event that layoffs are required, any full-time EMT designated for layoff may be granted a period of time to obtain paramedic certification to retain their position. This provision applies only if the layoff is not emergent with time limitations, as determined by the City, and if the EMT's successful certification as a paramedic would fulfill the staffing and operational needs of the Fort Atkinson Fire Department.

The City employs a group of part-time firefighters whose roles are distinctly separate from those of full-time or permanent part-time employees. This group of traditional part-time firefighters, who primarily respond to emergencies as needed, shall not be subject to layoffs and will not be considered when determining layoffs among full-time personnel.

Any employee designated as "permanent part-time" and acting in a capacity to provide ongoing full-time support, rather than intermittent emergency response, shall be subject to layoff before any full-time member. Permanent part-time employees will be evaluated on a case-by-case basis, at the Fire Chief's discretion, to determine the necessity of their roles in sustaining critical department operations.

Section 9.06: The Fire Chief has the authority under Article II - Management Rights, to assign personnel by exercising reasonable discretion in lieu of an employee's individual preference and regardless of seniority.

Article X - Outside Employment

Section 10.01: All employees shall be expected to place the responsibilities and obligation of their position with the City first and shall be permitted to engage in outside, non-City work pursuant to the Department policy created by the Fire Chief, which shall be consistent with the policy of the City of Fort Atkinson Personnel Manual.

Article XI - Resignation

Section 11.01 Notification: Unless waived by the City Manager, employees planning to voluntarily terminate their employment with the City are to notify the Fire Chief as far in advance as possible, but not less than two (2) weeks prior to their last day on the job. Paid leave may not be taken as part of a required two-week termination notice, unless otherwise approved in writing by the Fire Chief.

Section 11.02: Terminating employees must turn in all keys and other Department property in their possession to the Fire Chief or other designated personnel as directed. Failure to return Department property and issued materials and equipment by the final day of employment will result in the forfeiture of accumulated paid leave subject to payout at separation.

Article XII - Wages

Section 12.01: Employees shall be paid according to the normal payroll practices of the City. The wages for all employees covered by the bargaining unit shall be as follows in Exhibit A – Wage Tables.

Article XIII - Hours of Work

Section 13.01 Hours: The scheduled work hours for all employees shall be set by the Fire Chief. The Fire Chief may transfer employees to different work shifts. An employee may be required to attend training outside the employee's scheduled shift. For overtime calculation purposes, the City shall set the work period of up to 28 days.

Section 13.02 – FLSA Compensation

The City adopts a 28-day work period for employees scheduled under regular platoon systems (e.g., 24/48, 48/96), in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). Under this provision, the FLSA overtime threshold is 212 hours worked per 28-day work period, which equates to 106 hours in a 14-day pay period.

To provide consistent and predictable compensation, the City will pay a fixed overtime amount in each biweekly paycheck for employees working under the platoon system. Each paycheck will reflect 109 hours of straight time with 3 hours of overtime (paid at 1.5 times the regular hourly rate). This fixed overtime payment recognizes the hours worked beyond the FLSA threshold without the need to calculate actual overtime hours for each individual work cycle.

Although the FLSA allows employers to exclude paid leave (such as sick leave, vacation, or PTO) from the overtime calculation, the City will not reduce this fixed overtime payment when an employee uses any form of paid leave during the work cycle. This policy ensures consistent overtime pay regardless of leave usage.

Example:

A firefighter on a 24/48 schedule typically works approximately 112 hours during a 14-day pay period. The FLSA threshold for overtime is 106 hours, meaning the firefighter works 6 hours over the limit. Instead of varying overtime pay each cycle, the City pays 3 hours of overtime and 109 hours of straight time consistently every pay period, regardless of whether paid leave is used.

This section applies only to employees working under the platoon system. Employees working a standard 40-hour workweek will continue to be compensated according to standard FLSA overtime provisions.

Section 13.03 Overtime: Eligible employees shall be compensated at the rate of time and one-half (1 ½) for authorized hours worked in excess of their normally scheduled workday.

- A. Emergency call back will be paid at a minimum of one (1) hour and then paid to the quarter hour (15 minutes) after the first hour.
- B. Continuation of duty will be calculated to the nearest quarter hour (15 minutes).
- C. All off duty training and extra duty assignments will be paid at time and one half (1 ½) to the nearest quarter hour (15 minutes).

Section 13.04 Compensatory Time: Regular, full-time employees are not eligible to receive compensatory time off (Comp Time) in lieu of overtime compensation under the Department's current staffing level.

Section 13.05 Shift Trades: A shift trade is defined as "time when one member voluntarily works for another by their mutual agreement." The City of Fort Atkinson does not assume any responsibility for compensating a member who agrees to work for another nor shall the hours worked by a member be used to determine payments for overtime or other benefits.

Once approved by management, the member who has agreed to work for the normally assigned shift member assumes responsibility for ensuring that their position is filled and may be subject to discipline or docking of equal Paid Time Off hours equal to overtime paid should the shift go unfilled.

The Fire Chief shall create a policy which defines the proper method of notification of shift trades, limitations and approval by the Fire Chief or their designee. The Fire Chief may deny shift trades based on operational needs or staffing limitations.

Article XIV - Insurance

Section 14.01: All eligible employees will be offered health and dental insurance through the Department of Employee Trust Funds. The City will pay 88% of the lowest cost plan premium, with the employee paying the balance. Eligible employees married to each other will be offered either two single plans, or one family plan.

The City may offer additional insurance plans, such as but not limited to Life Insurance, Accident Insurance, Vision Insurance, Income Continuation Insurance and Flexible Spending Account. The eligible employee will pay 100% cost of the premium of any additional insurance coverage they may choose to take part in.

Article XV - Contributions to the Wisconsin Retirement System

Section 15.01: An eligible employee shall pay the full amount of the employee's contribution as required by the Wisconsin Retirement System.

Article XVI - Uniform Allowance

Section 16.01: The City determines the appropriate uniform for the Department and may update the uniform policy as deemed necessary.

- A. The City shall provide each employee with a uniform allowance of \$350 per year. Unused allowance may roll over into the next year with a maximum uniform bank of 3 years' worth of uniform allowance.
- B. The City will purchase the initial base uniform for new employees as determined by the Fire Chief. New employees will become eligible for the \$350 per year uniform allowance starting at the next January 1st after their initial employment.
- C. Unused portions of the uniform allowance are forfeited upon termination of employment.
- D. The uniform allowance is to be used for only approved items from the uniform policy. All employees are required to have the uniform in proper condition at all times and replace items as necessary.
- E. The City shall monitor purchases and deny reimbursement for excessive purchases of unauthorized or non-essential items and within 6-months of resignation or retirement. The City may deduct already reimbursed payments from final paycheck.

Article XVII - Paid Leave and Unpaid Leave

Section 17.01: All paid leave shall be considered as “Paid Time Off” (PTO) with the exception of sick time. This includes holiday pay, vacation pay and personal time which were combined and recognized in the PTO schedule below.

Section 17.02: The Department shall establish the method for PTO selection and may limit the number of employees on PTO during any given shift. Such limits may be set by employee classification, including firefighter/paramedic, EMT, and officer, to ensure adequate staffing levels.

Section 17.03 Paid Time Off (PTO): Employees working platoon system shall earn Paid Time Off (PTO) based on years worked; (New employee’s PTO will be pro-rated based on start date)

Step 1: 288 hours (12 shifts) 1st year through 5th year

Step 2: 336 hours (14 shifts) during the 6th year through 13th year

Step 3: 384 hours (16 shifts) during the 14th year through 24th year

Step 4: 456 hours (19 shifts) during the 25th year and thereafter

Section 17.04 PTO Pay Out and Carry Over: Employees have the option each year to a PTO buyback and/or PTO carryover into the next calendar year. If staffing levels change, both the City and Local will bargain on the impact to PTO payout and carryover.

PTO buybacks are limited to 6 shifts (144 hours) and must be requested to the Fire Chief by October 31st of the current calendar year. The PTO buyback payout will be remitted on the last scheduled paycheck of the current calendar year.

- A. Employees also have the option to carryover unused PTO time into the next calendar year. The PTO carryover must be requested to the Fire Chief by October 31st of the current calendar year and is limited to only the number of PTO hours earned in that calendar year less any PTO buyback hours.

Section 17.05 Sick Time: Employees will earn sick time at a rate of 8 hours per two-week pay period worked or paid and each employee may accumulate up to 1,440 hours of sick leave.

- A. When employees are assigned to a 40-hour workweek, the sick time accrual rate changes to 4 hours per two-week pay period.
- B. Employees shall notify the On-Duty Shift Commander as soon as possible of the need for sick time leave and no later than 2 hours prior to the beginning of their scheduled shift. An employee who fails to provide timely notice shall be subject to discipline.
- C. Sick leave shall only be used when the employee is too ill or too injured to perform his or her work duties.
- D. The Department shall monitor the use of sick time by employees for misuse with special attention given to excessive or suspicious sick leave use, weekend and holiday use and abutting an employee's scheduled time off. Misuse of sick leave constitutes theft and untruthfulness, and the employee shall be subject to progressive discipline.
- E. An employee covering a duty trade may not use their sick leave in lieu of working the approved trade. If the employee working a duty trade is unable to work due to illness or injury, they shall be required to use one and a half times (1 ½) the sick leave to compensate for the required overtime needed to cover their approved shift trade.
- F. The City may require an employee to supply the City with a fitness for duty examination, a doctor's note or other documentation when deemed necessary by the Fire Chief.

Article XVIII – Certifications and Job Performance

Section 18.01: All employees are required to maintain EMT-Advanced license or medical license. All employees hired after 1/1/2024 shall be required to obtain and maintain a paramedic license, except with authorization of the Fire Chief.

Section 18.02: Based on the needs of the City, the Fire Chief may require specified employees to obtain other advanced certifications, including but not be limited to, paramedic certification, fire inspector, training officer, and specialty rescue certifications.

Section 18.03: Employees may be required to obtain and maintain other professional certifications as deemed necessary by the Fire Chief. This may include but not limited to Motor Pump Operator, Firefighter II, Fire Officer I and Fire Officer II.

Section 18.04 Job Performance: The City may require a regular Job Performance evaluation of each employee to demonstrate competency and physical ability to perform essential job functions. This may include, but is not limited to, Driver/Operator testing, physical agility course, and other regular evaluations as deemed necessary.

Article XIX - Duration/Bargaining Procedure

Section 19.01: This agreement shall become effective as of January 1, 2026 and shall remain in full force and effect to and including December 31, 2029. In the event a new agreement is desired to take affect after the termination of this agreement, the party desiring to bargain a successor agreement shall give written notice of its desire to commence negotiations on or before July 1st of the year in which the agreement expires. Thereafter, the parties shall mutually agree to a date to exchange proposals and commence bargaining. In the event a party desiring to bargain a successor agreement fails to notify the other party by July 1st of the year in which the agreement expires, this agreement shall automatically renew for a successive twelve (12) month period.

Signed this ____ day of _____, 20____.

For the City of Fort Atkinson

Signature

Name

Title

Signature

Name

Title

For Local 580

Signature

Name

Title

Signature

Name

Title

Addendum I – Definitions

For the purposes of this agreement the following terms and definitions shall be used to provide clarity on contract language.

Shift: A "Shift" is defined as the consecutive hours that a firefighter is scheduled to work. This typically includes a 24-hour period beginning at 08:00 AM and ending at 08:00 AM the next morning, subject to the department's operational needs and established schedule.

Tour: A "Tour", also known as a "Work Period" refers to a complete cycle of shift(s) the employee is scheduled as per the department's operational schedule. For example, it may consist of two (2) consecutive 48-hour shifts when the department is 48 hours on duty / 96 hours off duty or one (1) 24-hour shift when the department is on 24 hours on duty / 48 hours off duty.

Hours: "Hours" refer to the actual time an employee is scheduled to work, have worked or is scheduled off by an employee. This may include regular shifts, overtime, and any additional hours worked beyond the standard schedule.

PTO (Paid Time Off): "PTO" encompasses all forms of paid leave, including vacation, personal days, holidays, and other approved time off not including sick leave.

Shift Personnel: Staff working a regular rotating platoon system, generally an extended shift on duty followed by extended off duty period such as but not limited to 24 hours on duty/48 hours off duty or 48 hours on duty/96 hours off duty.

Staff Personnel: Staff working a regular full-time workweek, generally 40 hours per week scheduled during normal business hours.

EXHIBIT A: WAGE TABLES

2026 Wage Table	Step 1 (Start-12 month)				Step 2 (12-24 month)				Step 3 (24-36 month)				Step 4 (36-60 month)				Step 5 (60 month +)			
FF/EMTA	\$	20.46	\$	59,567.29	\$	21.07	\$	61,354.31	\$	21.70	\$	63,194.94	\$	22.35	\$	65,090.79	\$	23.02	\$	67,043.51
Captain/EMTA	\$	23.20	\$	67,549.31	\$	23.89	\$	69,575.79	\$	24.61	\$	71,663.06	\$	25.35	\$	73,812.95	\$	26.11	\$	76,027.34
FF/Paramedic	\$	22.09	\$	64,332.67	\$	22.76	\$	66,262.65	\$	23.44	\$	68,250.53	\$	24.14	\$	70,298.05	\$	24.87	\$	72,406.99
Captain/Paramedic	\$	23.89	\$	69,575.79	\$	24.61	\$	71,663.06	\$	25.35	\$	73,812.95	\$	26.11	\$	76,027.34	\$	26.89	\$	78,308.16

2026 COMPENSATION DESCRIPTION

FF/EMTB makes 10% less than the starting wage of a FF/EMTA

FF/EMTA is 3% more than 2025 wage

FF/Paramedic is 8% more than FF/EMTA

Captain/EMTA is 5% more than FF/Paramedic

Captain/Paramedic is 3% more than Captain/EMTA

3% is step differential

5 steps, top pay at 5 years of service

Average FLSA OT is calculated using the average wage of a Step 3 employee in 2026 times 39 hours/year

If probation is extended past 1 year, wage remains at Step 1

4% 2027 Wage Table	Step 1 (Start-12 month)				Step 2 (12-24 month)				Step 3 (24-36 month)				Step 4 (36-60 month)				Step 5 (60 month +)			
FF/EMTA	\$	21.27	\$	61,949.98	\$	21.91	\$	63,808.48	\$	22.57	\$	65,722.74	\$	23.25	\$	67,694.42	\$	23.94	\$	69,725.25
Captain/EMTA	\$	24.12	\$	70,251.28	\$	24.85	\$	72,358.82	\$	25.59	\$	74,529.58	\$	26.36	\$	76,765.47	\$	27.15	\$	79,068.43
FF/Paramedic	\$	22.98	\$	66,905.98	\$	23.67	\$	68,913.16	\$	24.38	\$	70,980.55	\$	25.11	\$	73,109.97	\$	25.86	\$	75,303.27
Captain/Paramedic	\$	24.85	\$	72,358.82	\$	25.59	\$	74,529.58	\$	26.36	\$	76,765.47	\$	27.15	\$	79,068.43	\$	27.97	\$	81,440.49

3% 2028 Wage Table	Step 1 (Start-12 month)				Step 2 (12-24 month)				Step 3 (24-36 month)				Step 4 (36-60 month)				Step 5 (60 month +)			
FF/EMTA	\$	21.91	\$	63,808.48	\$	22.57	\$	65,722.74	\$	23.25	\$	67,694.42	\$	23.94	\$	69,725.25	\$	24.66	\$	71,817.01
Captain/EMTA	\$	24.85	\$	72,358.82	\$	25.59	\$	74,529.58	\$	26.36	\$	76,765.47	\$	27.15	\$	79,068.43	\$	27.97	\$	81,440.49
FF/Paramedic	\$	23.67	\$	68,913.16	\$	24.38	\$	70,980.55	\$	25.11	\$	73,109.97	\$	25.86	\$	75,303.27	\$	26.64	\$	77,562.37
Captain/Paramedic	\$	25.59	\$	74,529.58	\$	26.36	\$	76,765.47	\$	27.15	\$	79,068.43	\$	27.97	\$	81,440.49	\$	28.81	\$	83,883.70

4%																				
2029 Wage Table	Step 1 (Start-12 month)				Step 2 (12-24 month)				Step 3 (24-36 month)				Step 4 (36-60 month)				Step 5 (60 month +)			
FF/EMTA	\$	22.79	\$	66,360.82	\$	23.47	\$	68,351.64	\$	24.18	\$	70,402.19	\$	24.90	\$	72,514.26	\$	25.65	\$	74,689.69
Captain/EMTA	\$	25.84	\$	75,253.17	\$	26.62	\$	77,510.76	\$	27.42	\$	79,836.09	\$	28.24	\$	82,231.17	\$	29.09	\$	84,698.11
FF/Paramedic	\$	24.61	\$	71,669.69	\$	25.35	\$	73,819.78	\$	26.11	\$	76,034.37	\$	26.89	\$	78,315.40	\$	27.70	\$	80,664.86
Captain/Paramedic	\$	26.62	\$	77,510.76	\$	27.42	\$	79,836.09	\$	28.24	\$	82,231.17	\$	29.09	\$	84,698.11	\$	29.96	\$	87,239.05

MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to the 2026 S. Main St. Pedestrian Path Construction Bid Award (Navin, Director of Public Works)

BACKGROUND

The Safe Routes to School (SRTS) study, completed in 2016, indicated the need for a number of improvements within the City for safer pedestrian access. The completion of this study qualifies the City to pursue grant funding to implement certain elements of the plan. The City submitted a grant application in March 2022 under the Transportation Alternatives Program (TAP) and was awarded \$961K, or 80% of the costs of the \$1.2M project extending a path along S Main St.

The project area, beginning at Rockwell and moving south to the City limit encompasses about 4600 LF with only 1400 LF of sidewalk on one side. An additional 700 LF is in the Town of Koshkonong just before the Hackbarth Rd intersection.



Figure 1: South is left. Proposed path along South Main St. shown in pink.

MSA was awarded the design contract for this project on February 20th, 2024. Designs are for the street to be narrowed within the City limits; curb and gutter removed and replaced on one side; and repaved in conjunction with the project to accommodate an 8-10 FT path on the east side. The current street is over forty feet wide, more than enough to accommodate parking and travel lanes.

In March 2025, City staff and MSA held a public information meeting relating to this project. City staff then approved the design, and a Request for Proposals was issued by MSA for the construction of this project on July 28th, 2025. Three firms responded with proposals for the project.

DISCUSSION

The three proposals were provided by Rock Road Companies, Inc, Parisi Construction, LLC, and Forest Landscaping & Construction, Inc. Proposals were evaluated and found to be largely equal (see attached). The decision then rested on the cost proposal, with the low bid being Rock Road Companies, Inc.

FINANCIAL ANALYSIS

The total cost of the City's portion of this construction project comes out to \$2,515,418.98. After eligible grant funding is applied and contingency and construction oversight costs are added, the City's portion comes out to \$1,563,494.13.

Road construction costs come to \$747,077.19. Staff intends to pay for this project using funds levied from Fund 5, borrowed funds, and funds attributed to the Water (\$678,139.39), Wastewater (\$39,589.77), and Stormwater (\$98,687.78) Utilities. Construction is expected to begin in 2026.

RECOMMENDATION

Staff recommends that the City Council award the 2026 S. Main St. Ped Path work, to Rock Road Companies, Inc. in an amount not to exceed \$2,723,030.53, and authorize the City Manager to execute the contract.

ATTACHMENTS

1. 02959028 Notice of Award Packet
2. S. Main Plans for Council 9.16.25



1702 Pankratz Street
Madison, WI 53704
(608) 242-7779

www.msa-ps.com

September 12, 2025

Kyle Jaeckel, City Council President
City of Fort Atkinson
101 N Main Street
Fort Atkinson, WI 53538

Re: S Main Street Pedestrian Path Design
City of Fort Atkinson

Dear Mr. Jaeckel:

Upon review of the bids received on September 12, 2025 for the above-referenced project, it was found that they were submitted by qualified contractors. It is our recommendation that the low responsive bidder listed below be accepted and award made at your next meeting.

Rock Road Companies, Inc.
PO Box 1818
Janesville, WI 53547

Bid Amount \$2,723,030.53

Please execute the enclosed Notice of Award for the contract. Once the form is signed, please email a copy back to nschiesser@msa-ps.com. After receiving the executed copy, we will forward one copy of the Notice of Award and the remaining contract package to the Contractor.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in black ink, appearing to read "Matt Wathke", with a long horizontal flourish extending to the right.

Matt Wathke
Project Engineer Public Works

MW; KL; nks
Enc.

NOTICE OF AWARD

Date of Issuance: _____

Owner: City of Fort Atkinson

Owner's Contract No.:

Engineer: MSA Professional Services, Inc

Engineer's Project No.:02959028 ; WisDot
Project#3991-00-01/71

Contract: City of Fort Atkinson - S Main Street Pedestrian Path Design

Bidder: Rock Road Companies, Inc.

Bidder's Address: PO Box 1818, Janesville, WI 53547

You are notified that your Bid dated September 12, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for S Main Street Pedestrian Path Design

Base Bid

The Contract Price of your Contract is Two Million, Seven Hundred Twenty-Three Thousand, Thirty and 53/100 Dollars (\$2,723,030.53). Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner one counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): NA

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Fort Atkinson

By (signature): _____

Name (printed): _____

Title: _____

Copy to Engineer

00 51 00 Notice of Award

EJCDC® C-510, Notice of Award.

Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

G:\02\02959\02959028\Spec\Construction Contracts\1 - NOA to Owner\02959028 NOA.docx

Page 231 of 451

CITY OF FORT ATKINSON - S MAIN STREET PEDESTRIAN PATH DESIGN (#9809466)

Owner: City of Fort Atkinson

Solicitor: MSA Professional Services - Madison

09/12/2025 10:00 AM CDT

MSA Project #: 02959028 ; WisDOT Project # 3991-00-01/71

				Rock Road Companies, Inc.		Parisi Construction , LLC.		Forest Landscaping & Construction, Inc	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
CITY GENERAL									
1	Mobilization, bonds and insurance	LS	1	\$175,000.00	\$175,000.00	\$107,500.00	\$107,500.00	\$48,000.00	\$48,000.00
2	Traffic control & protection	LS	1	\$10,000.00	\$10,000.00	\$5,600.00	\$5,600.00	\$15,800.00	\$15,800.00
3	Erosion and sediment control	LS	1	\$10,650.00	\$10,650.00	\$31,500.00	\$31,500.00	\$14,000.00	\$14,000.00
4	Unclassified excavation	LS	1	\$64,000.00	\$64,000.00	\$115,000.00	\$115,000.00	\$320,000.00	\$320,000.00
5	Seeding and restoration	SY	7500	\$7.41	\$55,575.00	\$8.80	\$66,000.00	\$8.50	\$63,750.00
6	Tree removal	EA	16	\$500.00	\$8,000.00	\$1,600.00	\$25,600.00	\$1,000.00	\$16,000.00
7	Clearing & Grubbing	LS	1	\$1,500.00	\$1,500.00	\$7,200.00	\$7,200.00	\$7,000.00	\$7,000.00
8	Temporary Mailboxes	LS	1	\$1,500.00	\$1,500.00	\$340.00	\$340.00	\$3,500.00	\$3,500.00
9	Salvage Sign	EA	9	\$300.00	\$2,700.00	\$320.00	\$2,880.00	\$400.00	\$3,600.00
	CITY GENERAL SUBTOTAL:			\$328,925.00		\$361,620.00		\$491,650.00	
CITY WATER MAIN									
10	Watermain, C900 8-inch	LF	2515	\$100.90	\$253,763.50	\$130.00	\$326,950.00	\$126.00	\$316,890.00
11	Watermain, C900 6-inch	LF	125	\$127.84	\$15,980.00	\$150.00	\$18,750.00	\$130.00	\$16,250.00
12	Gate Valve 8-Inch	EA	10	\$3,325.53	\$33,255.30	\$4,800.00	\$48,000.00	\$4,000.00	\$40,000.00
13	Gate Valve 6-Inch	EA	7	\$2,420.69	\$16,944.83	\$4,000.00	\$28,000.00	\$3,600.00	\$25,200.00
14	DI Cross 8-In x 8-In	EA	1	\$1,533.10	\$1,533.10	\$1,500.00	\$1,500.00	\$850.00	\$850.00
15	DI Tee 8-In x 8-In	EA	4	\$1,215.31	\$4,861.24	\$1,200.00	\$4,800.00	\$800.00	\$3,200.00
16	DI Tee 8-In x 6-In	EA	7	\$1,221.66	\$8,551.62	\$1,100.00	\$7,700.00	\$800.00	\$5,600.00
17	DI Reducer 8-In x 6-In	EA	2	\$846.67	\$1,693.34	\$770.00	\$1,540.00	\$650.00	\$1,300.00
18	DI 45-Degree Bend	EA	3	\$909.07	\$2,727.21	\$820.00	\$2,460.00	\$750.00	\$2,250.00
19	DI 22.5-Degree Bend	EA	4	\$905.61	\$3,622.44	\$820.00	\$3,280.00	\$750.00	\$3,000.00
20	Hydrant, Complete	EA	7	\$9,839.94	\$68,879.58	\$7,200.00	\$50,400.00	\$9,680.00	\$67,760.00
21	Saddle with 1-Inch Corporation and Tap	EA	28	\$699.28	\$19,579.84	\$3,600.00	\$100,800.00	\$480.00	\$13,440.00
22	1-Inch Curb Stop and Box	EA	28	\$754.75	\$21,133.00	\$590.00	\$16,520.00	\$850.00	\$23,800.00
23	Water Service, 1-Inch Copper	LF	1040	\$108.50	\$112,840.00	\$36.75	\$38,220.00	\$84.00	\$87,360.00
24	Insulation	SF	384	\$1.94	\$744.96	\$5.30	\$2,035.20	\$4.00	\$1,536.00
25	Watermain Trench Backfill	TF	2692	\$18.12	\$48,779.04	\$1.00	\$2,692.00	\$5.00	\$13,460.00
26	Connection to Existing	EA	12	\$3,985.24	\$47,822.88	\$4,500.00	\$54,000.00	\$4,800.00	\$57,600.00

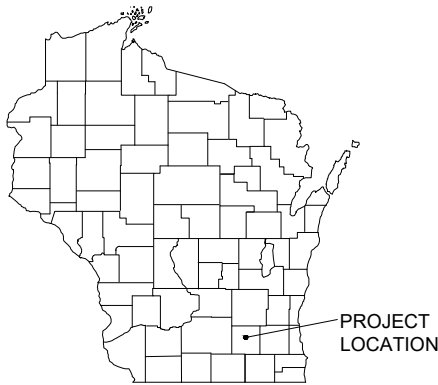
27	Dewatering	LS	1	\$0.01	\$0.01	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
28	Remove Existing Hydrant	EA	5	\$1,367.00	\$6,835.00	\$1,300.00	\$6,500.00	\$1,800.00	\$9,000.00
29	Abandon Existing Watermain	LS	1	\$8,592.40	\$8,592.40	\$11,300.00	\$11,300.00	\$15,000.00	\$15,000.00
	CITY WATER MAIN SUBTOTAL:			\$678,139.29		\$727,947.20		\$705,996.00	
CITY SANITARY SEWER									
30	Sanitary sewer spot repair	LS	1	\$11,109.85	\$11,109.85	\$10,000.00	\$10,000.00	\$21,000.00	\$21,000.00
31	Manhole Maintenance	EA	1	\$2,830.54	\$2,830.54	\$5,500.00	\$5,500.00	\$3,200.00	\$3,200.00
32	Remove and Replace Existing Manhole	EA	2	\$9,698.16	\$19,396.32	\$10,000.00	\$20,000.00	\$7,800.00	\$15,600.00
33	Remove and Replace Manhole Castings and Adjustme	EA	4	\$1,563.24	\$6,252.96	\$1,600.00	\$6,400.00	\$1,600.00	\$6,400.00
	CITY SANITARY SEWER SUBTOTAL:			\$39,589.67		\$41,900.00		\$46,200.00	
CITY STORM SEWER									
34	Storm Sewer, RCP 12 inch	LF	720	\$135.20	\$97,344.00	\$110.00	\$79,200.00	\$72.00	\$51,840.00
35	Storm Sewer, RCP 15 inch	LF	193	\$137.56	\$26,549.08	\$90.00	\$17,370.00	\$76.00	\$14,668.00
36	Storm Sewer, RCP 18 inch	LF	1528	\$116.38	\$177,828.64	\$89.00	\$135,992.00	\$86.00	\$131,408.00
37	Apron Endwall, RCP 12 inch	EA	1	\$1,384.56	\$1,384.56	\$2,800.00	\$2,800.00	\$1,600.00	\$1,600.00
38	Apron Endwall, RCP 15 inch	EA	2	\$1,439.91	\$2,879.82	\$2,900.00	\$5,800.00	\$2,000.00	\$4,000.00
39	Apron Endwall, RCP 18 inch	EA	4	\$2,440.73	\$9,762.92	\$3,000.00	\$12,000.00	\$2,200.00	\$8,800.00
40	Storm Inlet Removal	EA	7	\$900.26	\$6,301.82	\$670.00	\$4,690.00	\$400.00	\$2,800.00
41	Storm Pipe Removal	LF	142	\$28.01	\$3,977.42	\$64.00	\$9,088.00	\$25.00	\$3,550.00
42	Storm Manhole 48-Inch	EA	6	\$4,315.58	\$25,893.48	\$4,100.00	\$24,600.00	\$5,500.00	\$33,000.00
43	Storm Manhole 36-Inch	EA	5	\$3,897.57	\$19,487.85	\$3,600.00	\$18,000.00	\$3,800.00	\$19,000.00
44	Storm Inlet, 2x3, Replace	EA	7	\$3,596.11	\$25,172.77	\$3,800.00	\$26,600.00	\$4,000.00	\$28,000.00
45	Storm Inlet, 2x3	EA	21	\$4,155.36	\$87,262.56	\$3,800.00	\$79,800.00	\$3,500.00	\$73,500.00
46	Connection to Existing Storm	EA	6	\$1,599.00	\$9,594.00	\$1,500.00	\$9,000.00	\$2,600.00	\$15,600.00
	CITY STORM SEWER SUBTOTAL:			\$493,438.92		\$424,940.00		\$387,766.00	
CITY PATH GRANT (PATH AND ROADWAY TO CL)									
47	Topsoil Stripping	SY	4400	\$8.99	\$39,556.00	\$2.00	\$8,800.00	\$5.00	\$22,000.00
48	Pulverize existing asphaltic pavement	SY	12815	\$0.56	\$7,176.40	\$1.80	\$23,067.00	\$1.50	\$19,222.50
49	Regrade pulverized material	SY	16480	\$3.32	\$54,713.60	\$6.30	\$103,824.00	\$3.00	\$49,440.00
50	Remove existing curb	LF	4620	\$6.41	\$29,614.20	\$4.50	\$20,790.00	\$4.50	\$20,790.00
51	30-Inch Concrete Curb & Gutter	LF	4740	\$19.50	\$92,430.00	\$21.50	\$101,910.00	\$23.00	\$109,020.00
52	Concrete Sidewalk Aprons, 6-Inch Thick	SF	1350	\$12.57	\$16,969.50	\$8.20	\$11,070.00	\$10.00	\$13,500.00
53	Detectable Warning Fields	SF	285	\$57.50	\$16,387.50	\$54.00	\$15,390.00	\$80.00	\$22,800.00
54	Dense Graded Base	TONS	3200	\$19.04	\$60,928.00	\$20.25	\$64,800.00	\$17.00	\$54,400.00
55	Asphaltic Path (3 Inch Thick)	TONS	925	\$90.00	\$83,250.00	\$91.00	\$84,175.00	\$115.00	\$106,375.00
56	Driveway Sawcut	LF	465	\$1.40	\$651.00	\$2.10	\$976.50	\$6.00	\$2,790.00

57	Driveway Concrete Removal	SF	2090	\$2.68	\$5,601.20	\$2.10	\$4,389.00	\$3.00	\$6,270.00
58	Driveway Asphalt Removal	SF	5755	\$1.56	\$8,977.80	\$0.75	\$4,316.25	\$3.00	\$17,265.00
59	Excavation Below Subgrade (EBS)	CY	1055	\$22.44	\$23,674.20	\$34.75	\$36,661.25	\$25.00	\$26,375.00
60	3-Inch Breaker w/ Fabric (EBS)	CY	1055	\$38.92	\$41,060.60	\$49.25	\$51,958.75	\$25.00	\$26,375.00
61	Asphaltic Binder (2 1/4-Inch Thick)	TONS	965	\$69.50	\$67,067.50	\$67.50	\$65,137.50	\$90.00	\$86,850.00
62	Asphaltic Surface (1 3/4-Inch Thick)	TONS	750	\$84.20	\$63,150.00	\$83.50	\$62,625.00	\$90.00	\$67,500.00
63	Concrete Sidewalk (4-Inch Thick)	SF	560	\$11.15	\$6,244.00	\$7.60	\$4,256.00	\$9.50	\$5,320.00
64	Driveway Concrete Pavement (6-Inch Thick)	SF	7020	\$10.71	\$75,184.20	\$8.40	\$58,968.00	\$10.00	\$70,200.00
65	Driveway Asphalt Pavement (3-Inch Thick)	TONS	67	\$255.00	\$17,085.00	\$330.00	\$22,110.00	\$270.00	\$18,090.00
	CITY PATH GRANT (PATH AND ROADWAY TO CL) SUBTOTAL:			\$709,720.70		\$745,224.25		\$744,582.50	
CITY ROADWAY (WEST OF CL OF ROAD)									
66	Pulverize, regrade & remove existing asphaltic paveme	SY	9550	\$0.60	\$5,730.00	\$1.80	\$17,190.00	\$1.50	\$14,325.00
67	Regrade pulverized material	SY	9670	\$3.46	\$33,458.20	\$6.30	\$60,921.00	\$3.00	\$29,010.00
68	Excavation Below Subgrade (EBS)	CY	695	\$22.44	\$15,595.80	\$34.75	\$24,151.25	\$25.00	\$17,375.00
69	3-Inch Breaker w/ Fabric (EBS)	CY	695	\$38.92	\$27,049.40	\$49.25	\$34,228.75	\$25.00	\$17,375.00
70	Asphaltic Binder (2 1/4-Inch Thick)	TONS	1360	\$69.50	\$94,520.00	\$67.25	\$91,460.00	\$93.00	\$126,480.00
71	Asphaltic Surface (1 3/4-Inch Thick)	TONS	1060	\$84.20	\$89,252.00	\$83.50	\$88,510.00	\$90.00	\$95,400.00
	CITY ROADWAY (WEST OF CL OF ROAD) SUBTOTAL:			\$265,605.40		\$316,461.00		\$299,965.00	
TOWN GENERAL									
72	Mobilization, bonds and insurance	LS	1	\$9,000.00	\$9,000.00	\$40,000.00	\$40,000.00	\$14,000.00	\$14,000.00
73	Traffic control & protection	LS	1	\$600.00	\$600.00	\$5,600.00	\$5,600.00	\$6,800.00	\$6,800.00
74	Erosion and sediment control	LS	1	\$3,150.00	\$3,150.00	\$4,700.00	\$4,700.00	\$9,000.00	\$9,000.00
75	Unclassified excavation	LS	1	\$14,000.00	\$14,000.00	\$40,000.00	\$40,000.00	\$36,000.00	\$36,000.00
76	Seeding and restoration	SY	7500	\$7.41	\$55,575.00	\$8.80	\$66,000.00	\$8.50	\$63,750.00
77	Tree removal	EA	16	\$500.00	\$8,000.00	\$1,600.00	\$25,600.00	\$1,000.00	\$16,000.00
78	Clearing & Grubbing	LS	1	\$1,500.00	\$1,500.00	\$7,200.00	\$7,200.00	\$4,000.00	\$4,000.00
79	Topsoil Stripping	SY	1850	\$5.83	\$10,785.50	\$2.00	\$3,700.00	\$8.00	\$14,800.00
80	Temporary Mailboxes	LS	1	\$1,800.00	\$1,800.00	\$2,100.00	\$2,100.00	\$1,600.00	\$1,600.00
	TOWN GENERAL SUBTOTAL:			\$104,410.50		\$194,900.00		\$165,950.00	
TOWN PATH GRANT									
81	Concrete Sidewalk Aprons, 6-Inch Thick	SF	100	\$12.57	\$1,257.00	\$9.00	\$900.00	\$20.00	\$2,000.00
82	Detectable Warning Fields	SF	20	\$57.50	\$1,150.00	\$56.00	\$1,120.00	\$100.00	\$2,000.00
83	Excavation Below Subgrade (EBS)	CY	30	\$27.05	\$811.50	\$34.75	\$1,042.50	\$50.00	\$1,500.00
84	3-Inch Breaker w/ Fabric (EBS)	CY	30	\$41.93	\$1,257.90	\$49.75	\$1,492.50	\$40.00	\$1,200.00
85	Dense Graded Base	TONS	450	\$17.63	\$7,933.50	\$20.25	\$9,112.50	\$17.00	\$7,650.00
86	Ashaltic Path (3-Inch Thick)	TONS	115	\$90.00	\$10,350.00	\$110.00	\$12,650.00	\$130.00	\$14,950.00

87	Driveway Sawcut	LF	100	\$1.40	\$140.00	\$2.10	\$210.00	\$6.00	\$600.00
88	Driveway Asphalt Removal	SF	2435	\$1.56	\$3,798.60	\$0.75	\$1,826.25	\$4.00	\$9,740.00
89	Driveway Pavement (3-Inch Thick)	TONS	40	\$255.00	\$10,200.00	\$330.00	\$13,200.00	\$350.00	\$14,000.00
	TOWN PATH GRANT SUBTOTAL:			\$36,898.50		\$41,553.75		\$53,640.00	
TOWN ROADWAY									
90	Pulverize existing asphaltic pavement	SY	1925	\$1.05	\$2,021.25	\$1.80	\$3,465.00	\$1.80	\$3,465.00
91	Regrade Pulverized Material	SY	2825	\$3.46	\$9,774.50	\$6.30	\$17,797.50	\$3.00	\$8,475.00
92	Excavation Below Subgrade (EBS)	CY	140	\$23.13	\$3,238.20	\$34.75	\$4,865.00	\$35.00	\$4,900.00
93	3-Inch Breaker w/ Fabric (EBS)	CY	140	\$39.70	\$5,558.00	\$49.25	\$6,895.00	\$25.00	\$3,500.00
94	Dense Graded Base	TONS	870	\$17.63	\$15,338.10	\$20.25	\$17,617.50	\$17.00	\$14,790.00
95	Asphaltic Binder (2 1/4-Inch Thick)	TONS	225	\$69.50	\$15,637.50	\$68.25	\$15,356.25	\$100.00	\$22,500.00
96	Asphaltic Surface (1 3/4-Inch Thick)	TONS	175	\$84.20	\$14,735.00	\$84.50	\$14,787.50	\$90.00	\$15,750.00
	TOWN ROADWAY SUBTOTAL:			\$66,302.55		\$80,783.75		\$73,380.00	
	BASE BID TOTAL:			\$2,723,030.53		\$2,935,329.95		\$2,969,129.50	

S MAIN STREET PEDESTRIAN PATH DESIGN

CITY OF FORT ATKINSON JEFFERSON COUNTY, WISCONSIN



PROJECT
LOCATION



WORK AREA

LOCATION MAP

NOT TO SCALE

SHEET INDEX

G - GENERAL SHEETS

G1	TITLE SHEET
G2-10	DETAILS
TYP 1-5	TYPICAL SECTIONS

EC - EROSION CONTROL SHEETS

E1-3	EROSION CONTROL PLAN
------	----------------------

D - DEMOLITION SHEETS

D1-3	DEMOLITION PLAN
------	-----------------

I - INTERSECTION DETAILS

I1	INTERSECTION DETAIL - HACKBARTH RD
I2	INTERSECTION DETAIL - RADLOFF ST & RIGGERT RD
I3	INTERSECTION DETAIL - E HIGHLAND AVE & SUNSET AVE
I4	INTERSECTION DETAIL - MARGARET AVE & KRAUSE AVE
I5	INTERSECTION DETAIL - HILLTOP TRAIL, TALCOTT AVE & TALCOTT CT
I6	INTERSECTION DETAIL - SPRY ST & ROCKWELL AVE
I7	CURB RAMP DETAIL - HACKBARTH ST & ROCKWELL AVE
I8	CURB RAMP DETAIL - RIGGERT RD
I9	CURB RAMP DETAIL - E HIGHLAND AVE
I10	CURB RAMP DETAIL - MARGARET AVE
I11	CURB RAMP DETAIL - KRAUSE AVE
I12	CURB RAMP DETAIL - HILLTOP TRAIL
I13	CURB RAMP DETAIL - TALCOTT CT

R - ROADWAY AND STORM

R1-11	STORM AND ROADWAY - SOUTH MAIN STREET
-------	---------------------------------------

CS - CROSS SECTION SHEETS

CS1-48	S MAIN STREET CROSS SECTION
--------	-----------------------------

LEGEND

W	EXISTING WATER MAIN
W+H	EXISTING WATER MAIN, VALVE & HYDRANT
W+S	EXISTING WATER SERVICE & CURB STOP
W+H+S	PROPOSED WATER MAIN, VALVE, & HYDRANT
W+S	PROPOSED WATER SERVICE & CURB STOP
SAN	EXISTING SANITARY SEWER & MANHOLE
SAN+S	PROPOSED SANITARY SEWER & MANHOLE
FM	EXISTING FORCEMAIN
SS	EXISTING STORM SEWER & INLET
SS+S	PROPOSED STORM SEWER & INLET
SS+S	PROPOSED STORM SEWER & MANHOLE
E	BURIED ELECTRIC
G	BURIED GAS & VALVE
TV	BURIED CABLE TELEVISION
T	BURIED TELEPHONE
FO	BURIED FIBER OPTICS
OH	OVERHEAD UTILITY
+	RAILROAD TRACKS
---	EXISTING CURB & GUTTER
---	PROPOSED CURB & GUTTER
---	EXISTING SIDEWALK
---	PROPOSED SIDEWALK
CP	EXISTING CULVERT PIPE
---	PROPOSED CULVERT PIPE
X X X	FENCE LINE
---	DRAINAGE ARROW
---	SILT FENCE
---	RIGHT-OF-WAY
---	BASELINE
---	PROPERTY LINE
---	TREE LINE
●	BENCHMARK
●	IRON PIPE
●	IRON ROD
▲	CONTROL POINT
○	UTILITY POLE & GUY
1 000.00	SOIL BORING
X	LIGHT POLE
⊠	PEDESTAL
⊠	STREET SIGN
⊠	MAILBOX
⊠	FLAGPOLE
☆	TREE - DECIDUOUS
☆	TREE - CONIFEROUS
✕	TREE TO BE REMOVED

UTILITIES

SEWER:

CITY OF FORT ATKINSON WASTEWATER UTILITY
101 N. MAIN STREET
FORT ATKINSON, WI 53538
CONTACT: PAUL CHRISTENSEN
PHONE: (920) 397-9917
EMAIL: PCHRISTENSEN@FORTATKINSONWI.GOV

WATER:

CITY OF FORT ATKINSON - WATER UTILITY
101 N. MAIN STREET
FORT ATKINSON, WI 53538
CONTACT: JEFF ARMSTRONG
PHONE: (920) 397-9916
EMAIL: JARMSTRONG@FORTATKINSONWI.GOV

GAS:

WE ENERGIES
506 S 116TH STREET
WEST ALLIS, WI 53214
CONTACT: SCOTT HOLSTEIN
PHONE: (262) 763-1084
EMAIL: SCOTT.HOLSTEIN@WE-ENERGIES.COM

ELECTRIC:

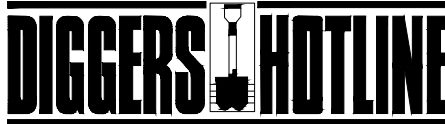
WE ENERGIES
506 S 116TH STREET
WEST ALLIS, WI 53214
CONTACT: BRYAN STOEHR
PHONE: (414) 944-5516
EMAIL: BRYAN.STOEHR@WE-ENERGIES.COM

TELEPHONE:

AT&T
205 S. JEFFERSON STREET
GREEN BAY, WI 54301
CONTACT: JOE KASSAB
PHONE: (920) 929-1013
EMAIL: JK527K@ATT.COM

CATV:

CHARTER
N 3780 CTH DJ
JUNEAU, WI 53039
CONTACT: BRENT SCHNEIDER
PHONE: (608) 209-9041
EMAIL: BRENT.SCHNEIDER@CHARTER.COM



Dial 811 or (800) 242-8511
www.DiggersHotline.com

NOTE:
UTILITY LOCATIONS SHOWN ON PLANS ARE APPROXIMATE AND CONTRACTOR
SHALL HAVE APPROPRIATE UTILITY MARK EXACT LOCATIONS PRIOR TO
CONSTRUCTION.

PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY
3/19/2025 3:11 PM, G:\02\02959\02959028\CADD\Construction Documents\02959028 TITLE SHEET.dwg	DMW	1	02/26/2025	PRELIMINARY - WISDOT SUBMITTAL	MJW
	JLM	2	03/19/2025	60% WISDOT SUBMITTAL	MJW
	KCL	-	-	-	-

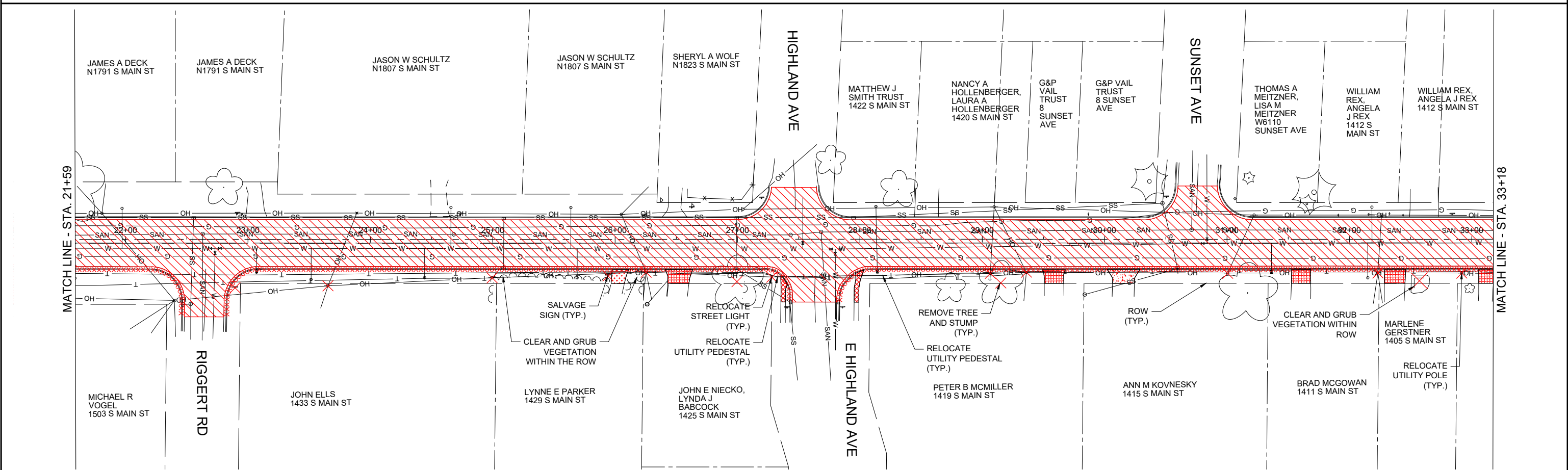
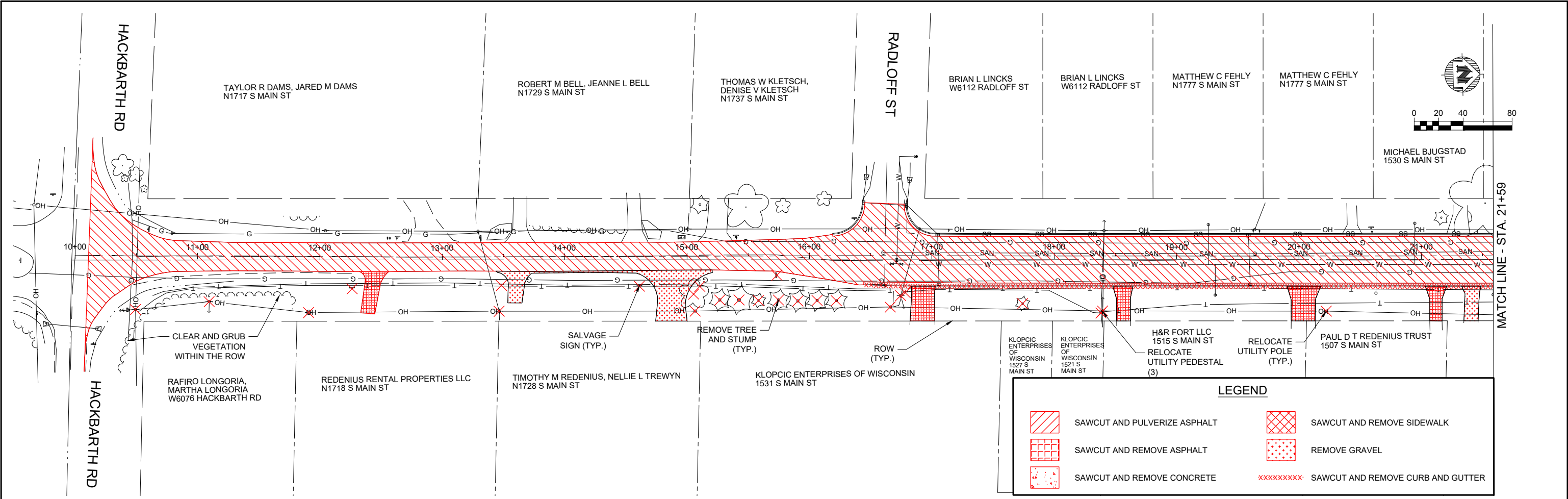


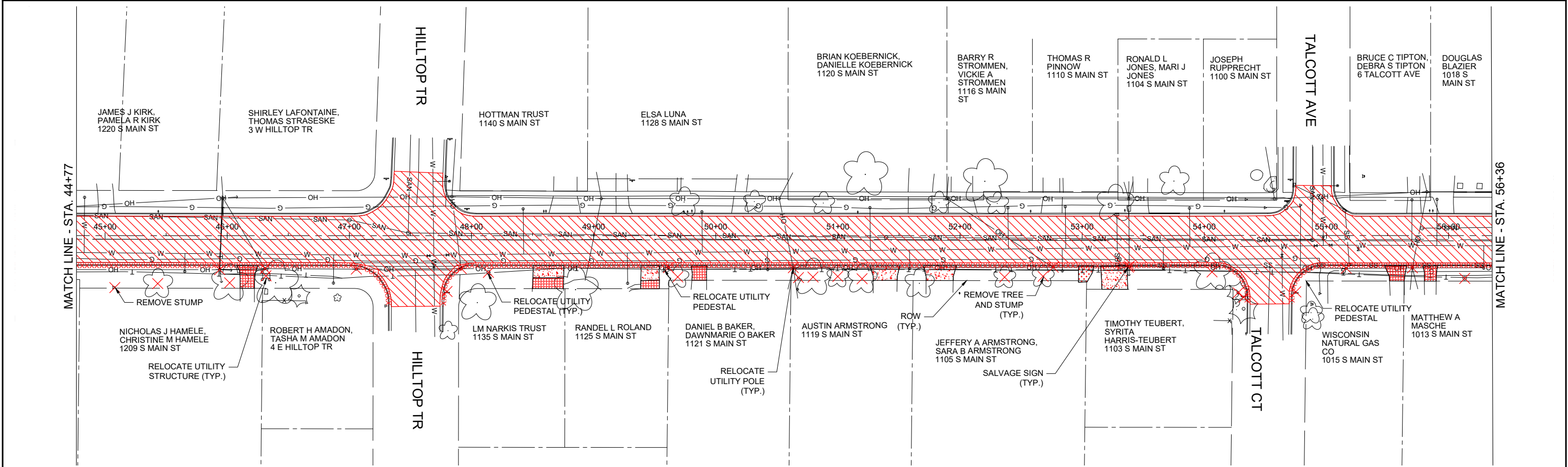
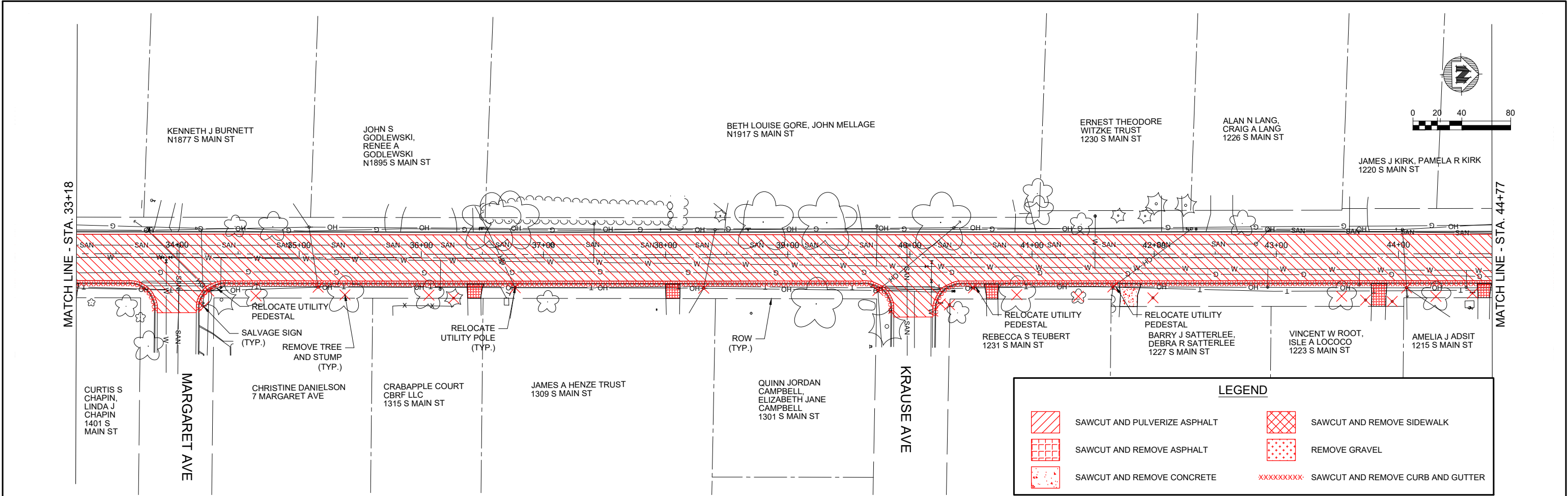
ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
© MSA Professional Services, Inc.

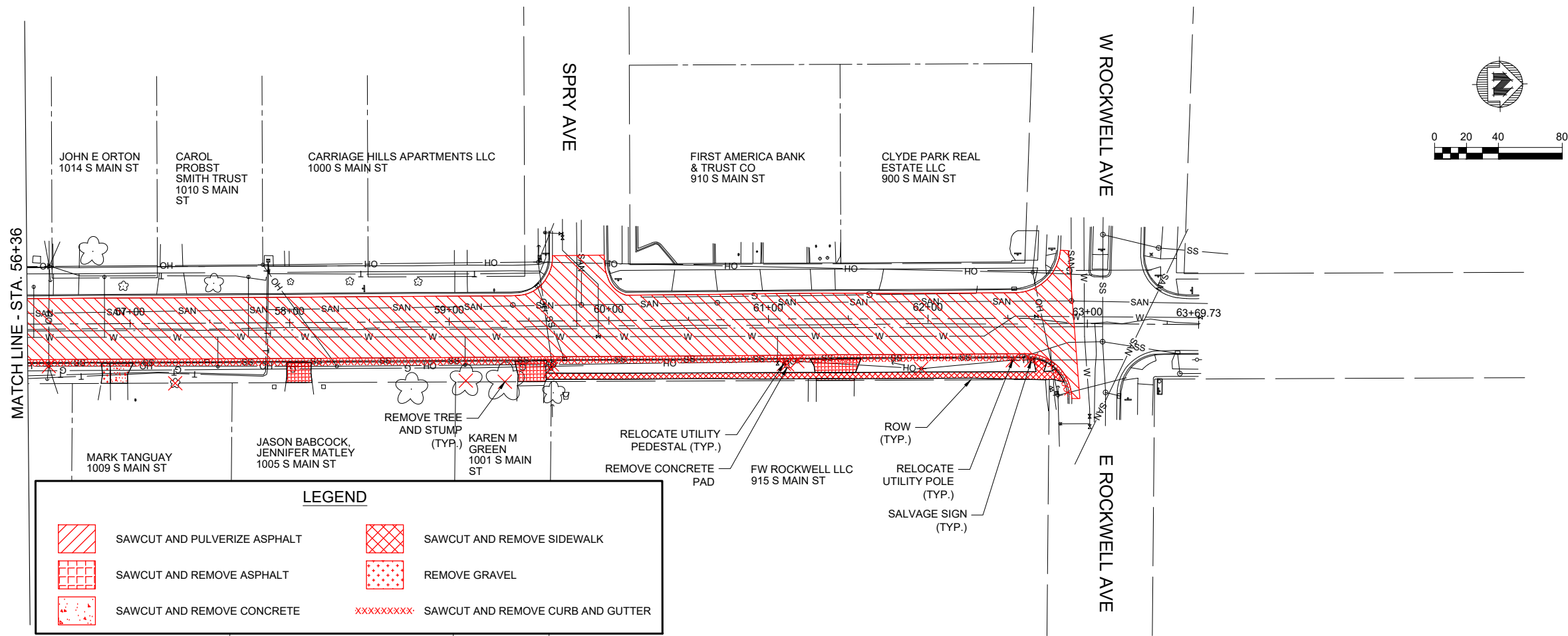
S. MAIN STREET PEDESTRIAN PATH DESIGN
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

TITLE SHEET

PROJECT NO.
02959028
SHEET
G1







PROJECT DATE: .		DRAWN BY: DMW		NO. 1		DATE 02/26/2025		REVISION PRELIMINARY - WISDOT SUBMITTAL		BY MJW	
DESIGNED BY: JLM		NO. 2		DATE 03/19/2025		REVISION 60% WISDOT SUBMITTAL		BY MJW			
CHECKED BY: KCL											

PLOT DATE: 3/19/2025 9:45 AM, G:\02\02959\02959028\CADD\Construction Documents\02959028 DEMOLITION SHEETS.dwg

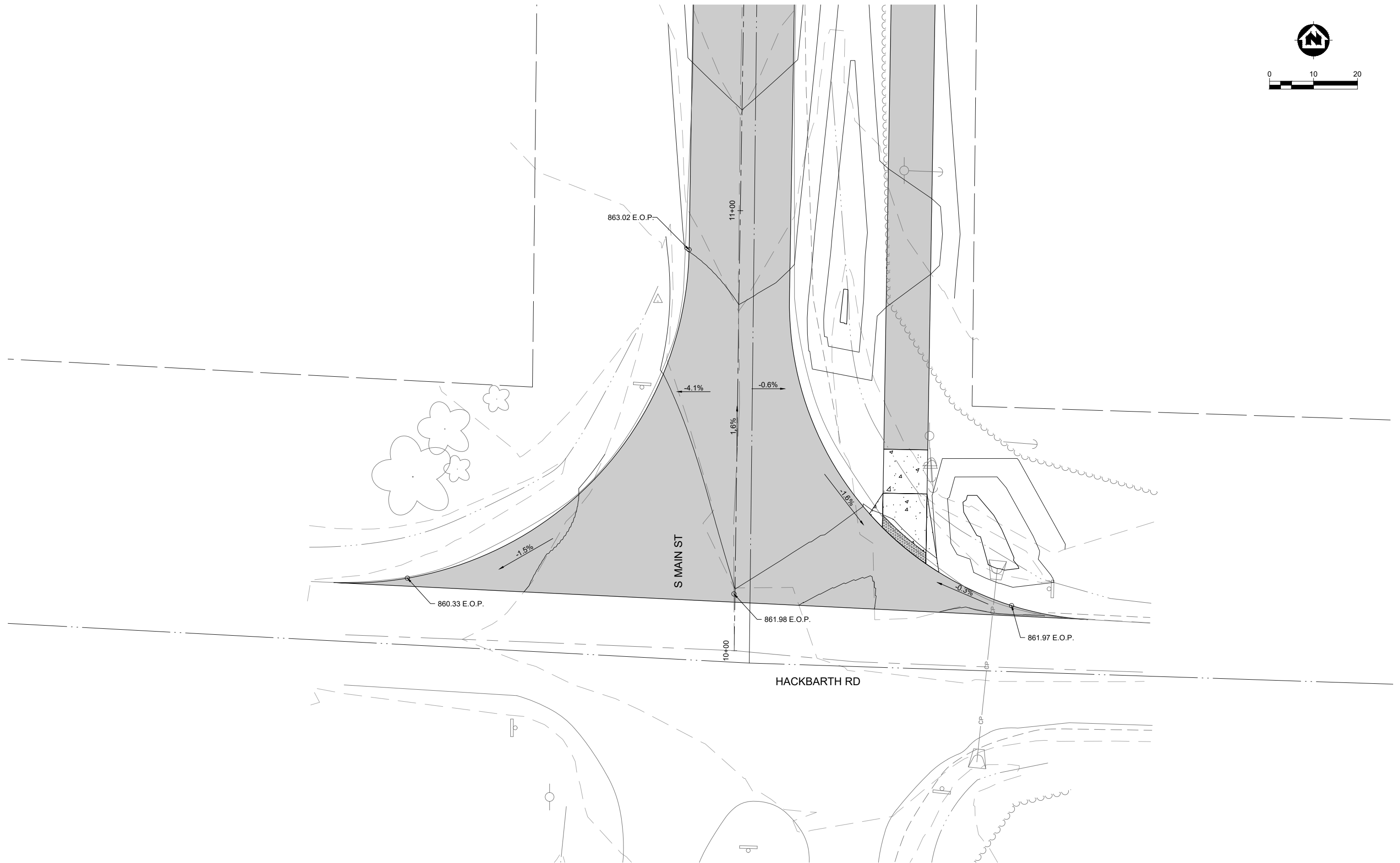
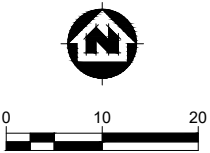
MSA

ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
© MSA Professional Services, Inc.

S. MAIN STREET PEDESTRIAN PATH DESIGN
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

DEMOLITION PLAN

PROJECT NO. 02959028
SHEET D3



		NO. DATE		REVISION		BY	
PROJECT DATE: .		DRAWN BY: DMW 1 02/26/2025		PRELIMINARY - WISDOT SUBMITTAL		MJW	
		DESIGNED BY: JLM 2 03/19/2025		60% WISDOT SUBMITTAL		MJW	
		CHECKED BY: KCL .					
PLOT DATE: 3/19/2025 3:38 PM, G:\02\02959\02959028\CADD\Construction Documents\02959028 INTERSECTION DETAILS.dwg							

PRELIMINARY

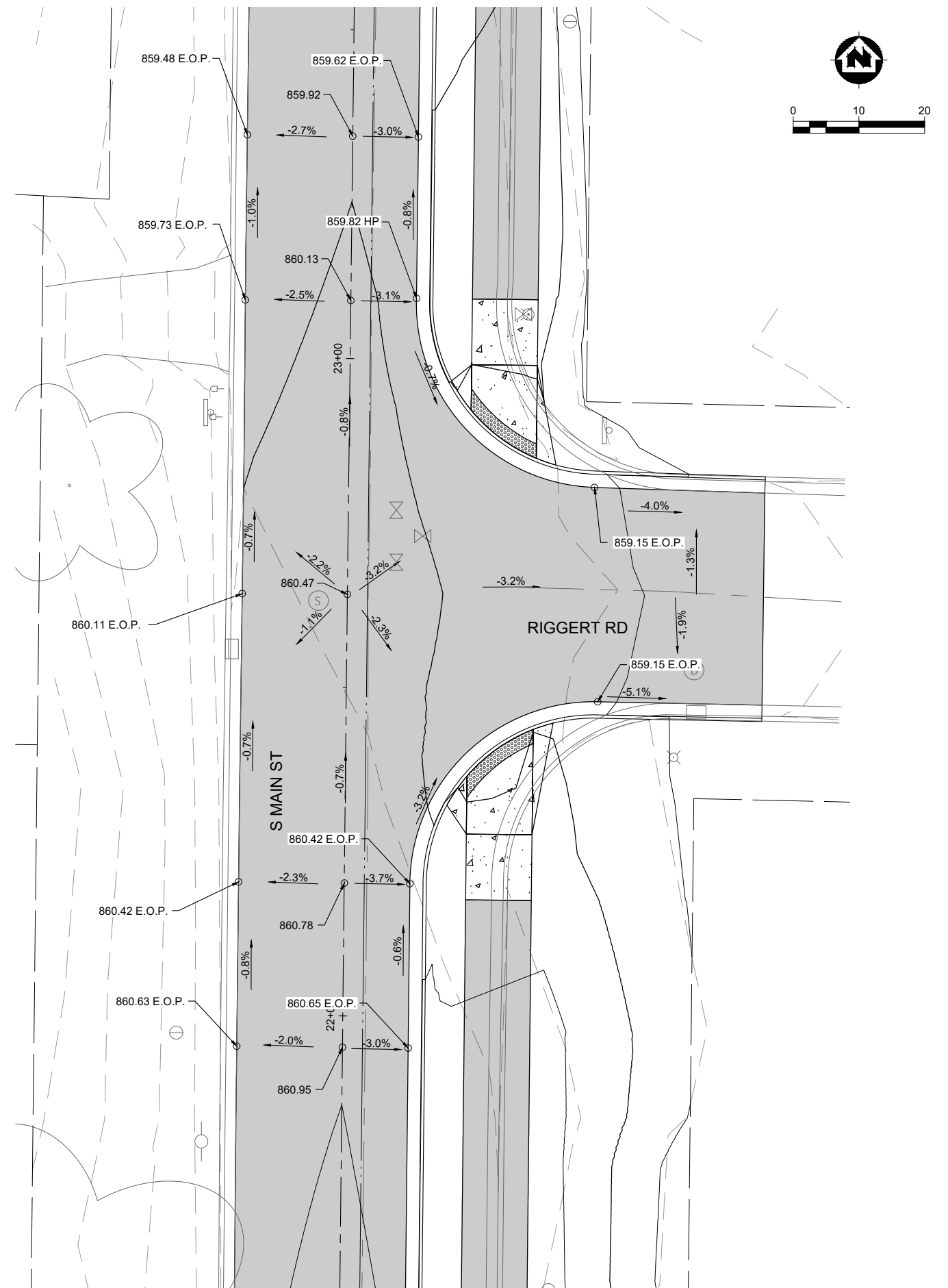
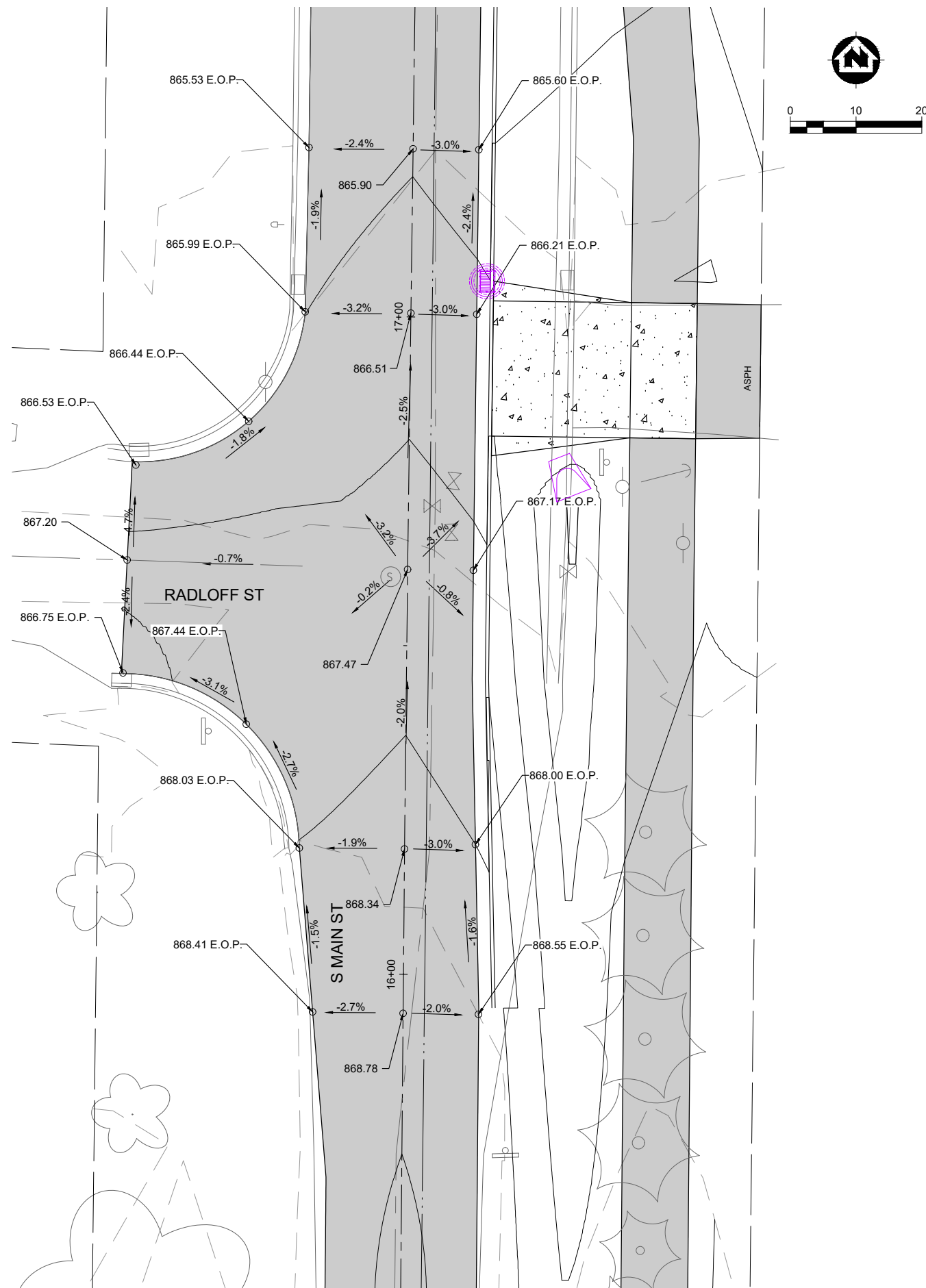


ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
© MSA Professional Services, Inc.

S. MAIN STREET PEDESTRIAN PATH DESIGN
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

INTERSECTION DETAILS - HACKBARTH RD

PROJECT NO:
02959028
SHEET
11



PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY
	DMW	1	02/26/2025	PRELIMINARY - WISDOT SUBMITTAL	MJW
	JLM	2	03/19/2025	60% WISDOT SUBMITTAL	MJW
	KCL				

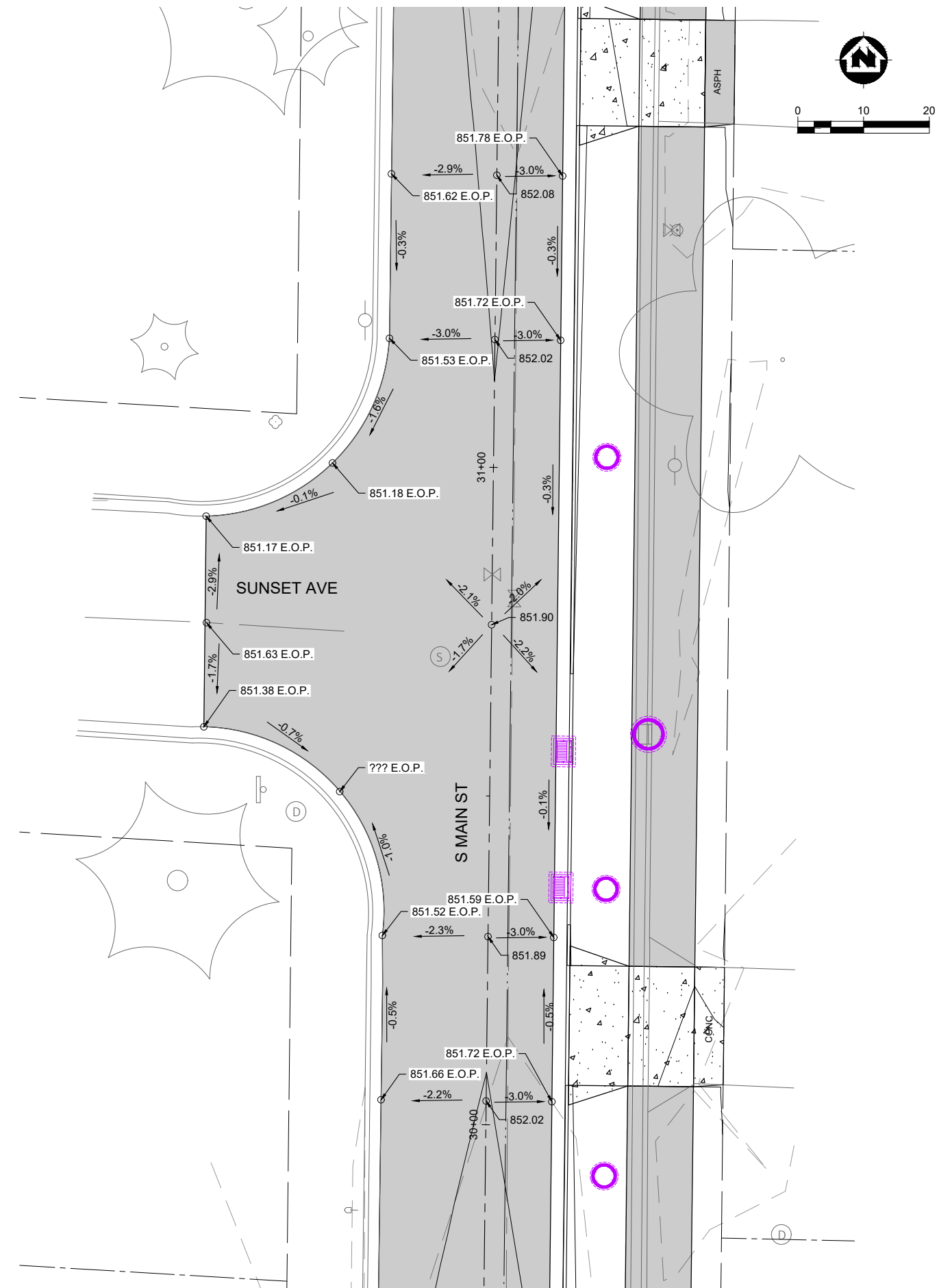
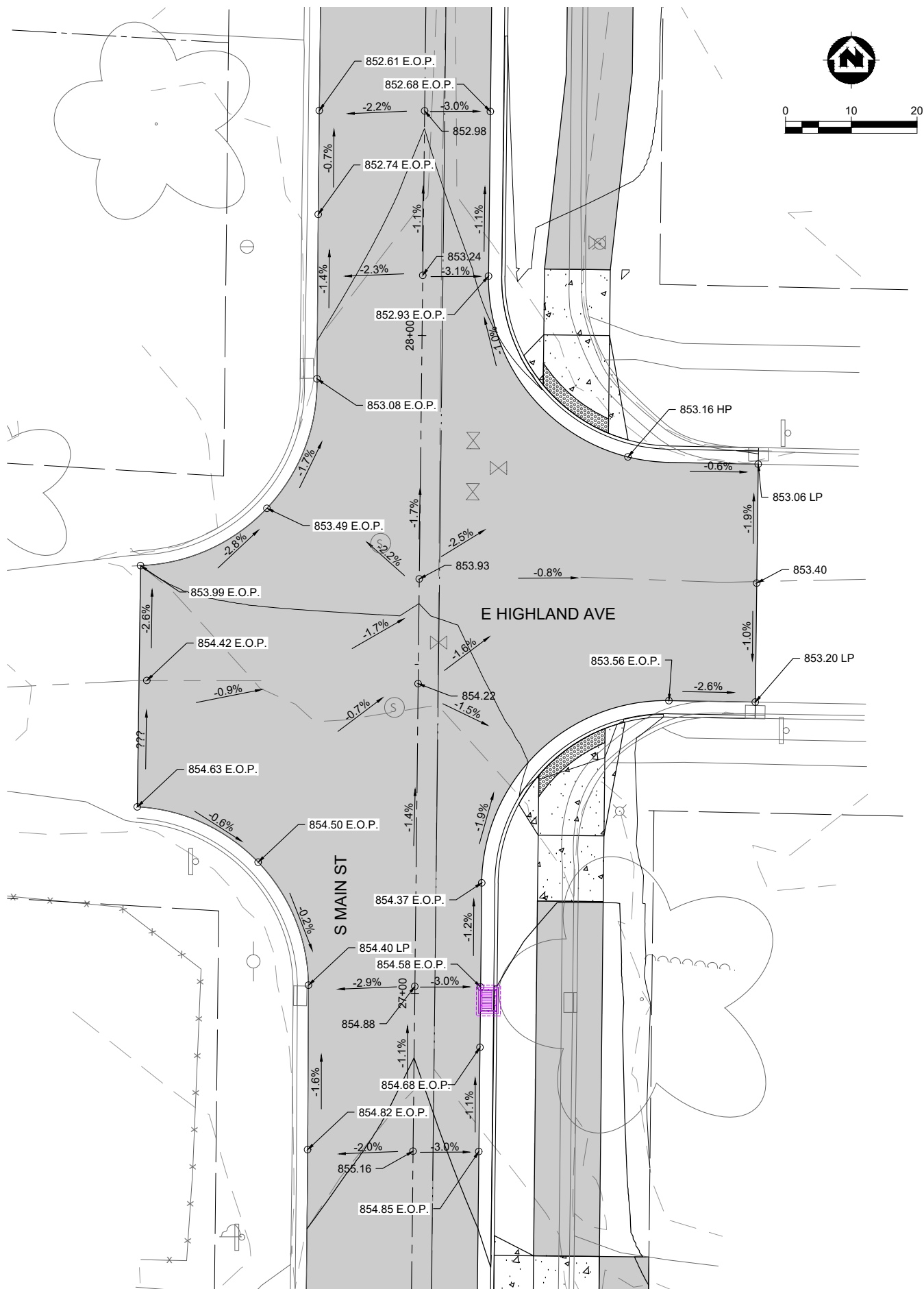
PLOT DATE: 3/19/2025 3:38 PM, G:\02\02959\02959028\CADD\Construction Documents\02959028 INTERSECTION DETAILS.dwg

MSA
ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
© MSA Professional Services, Inc.

S. MAIN STREET PEDESTRIAN PATH DESIGN
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

INTERSECTION DETAILS - RADLOFF ST & RIGGERT RD

PROJECT NO. 02959028
SHEET 12



PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY
3/19/2025 3:38 PM	DMW	1	02/26/2025	PRELIMINARY - WISDOT SUBMITTAL	MJW
	JLM	2	03/19/2025	60% WISDOT SUBMITTAL	MJW
	KCL				

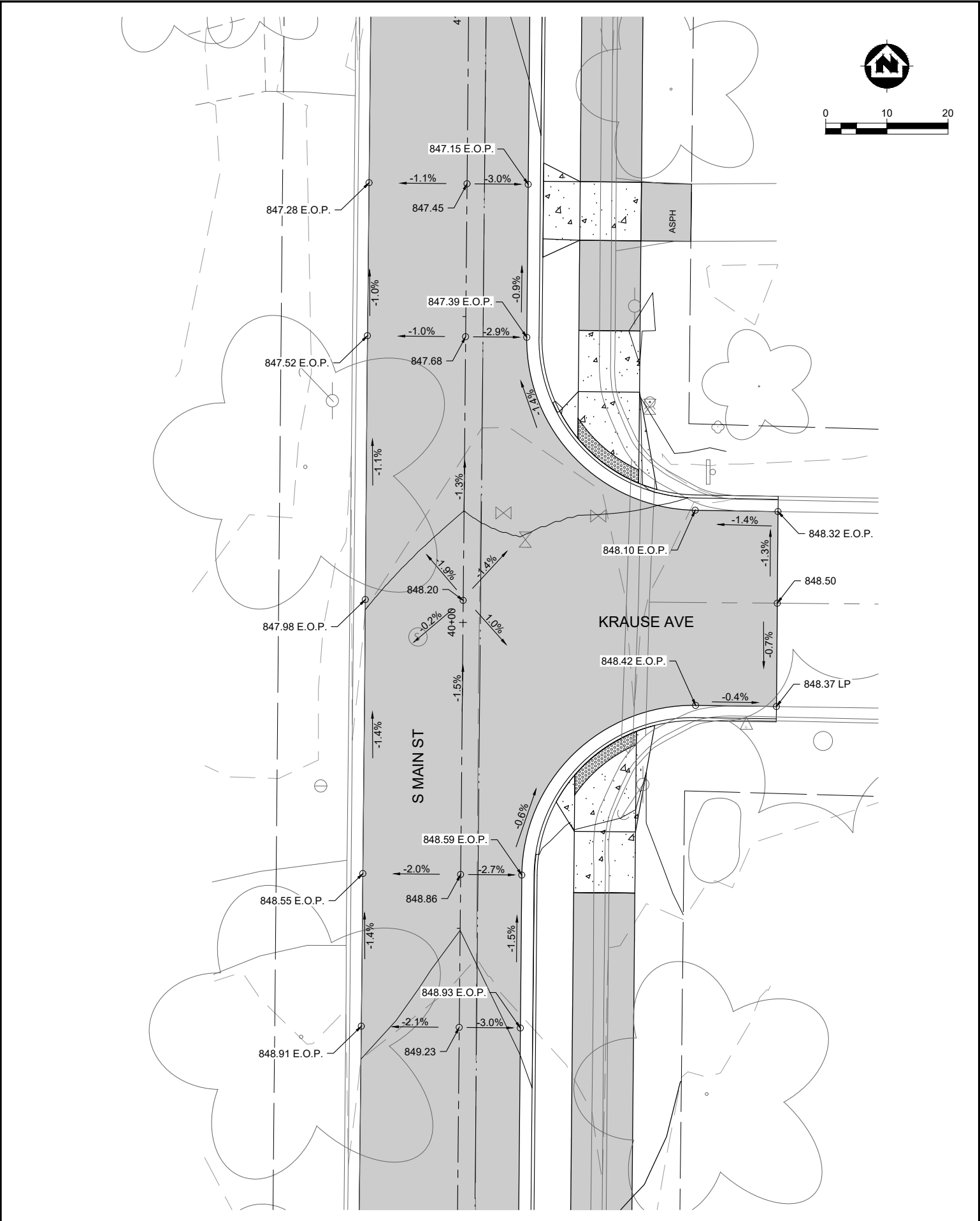
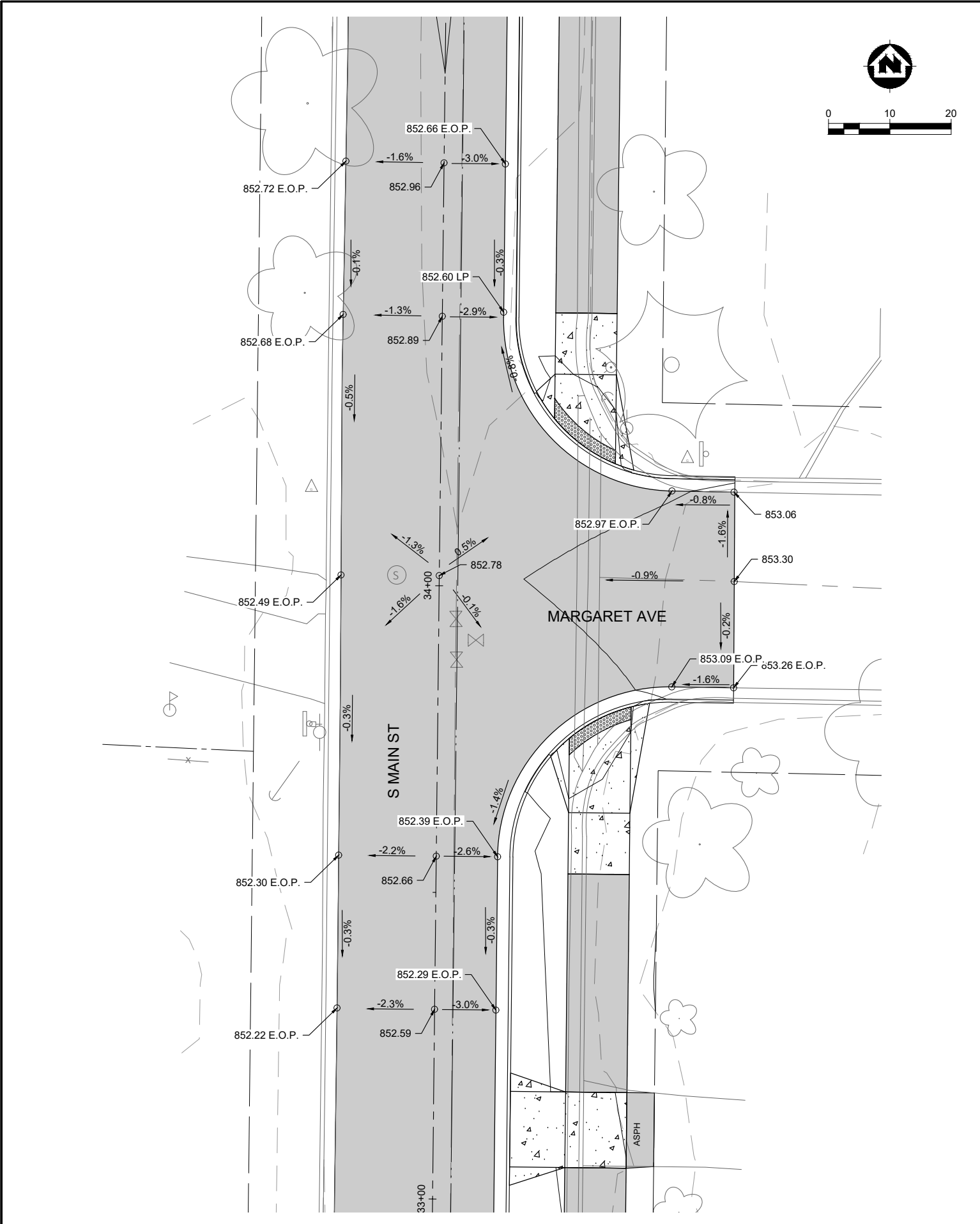
MSA

ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
© MSA Professional Services, Inc.

S. MAIN STREET PEDESTRIAN PATH DESIGN
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

INTERSECTION DETAILS - E HIGHLAND AVE & SUNSET AVE

PROJECT NO.	02959028
SHEET	13



PROJECT DATE:	DRAWN BY:	DMW	NO.	DATE	REVISION	BY
	DESIGNED BY:	JLM	1	02/26/2025	PRELIMINARY - WISDOT SUBMITTAL	MJW
	CHECKED BY:	KCL	2	03/19/2025	60% WISDOT SUBMITTAL	MJW

PLOT DATE: 3/19/2025 3:38 PM, G:\02\02959\02959028\CADD\Construction Documents\02959028 INTERSECTION DETAILS.dwg

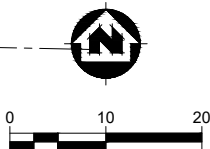
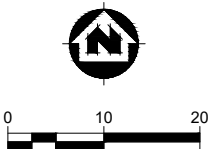
MSA

ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
© MSA Professional Services, Inc.

S. MAIN STREET PEDESTRIAN PATH DESIGN
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

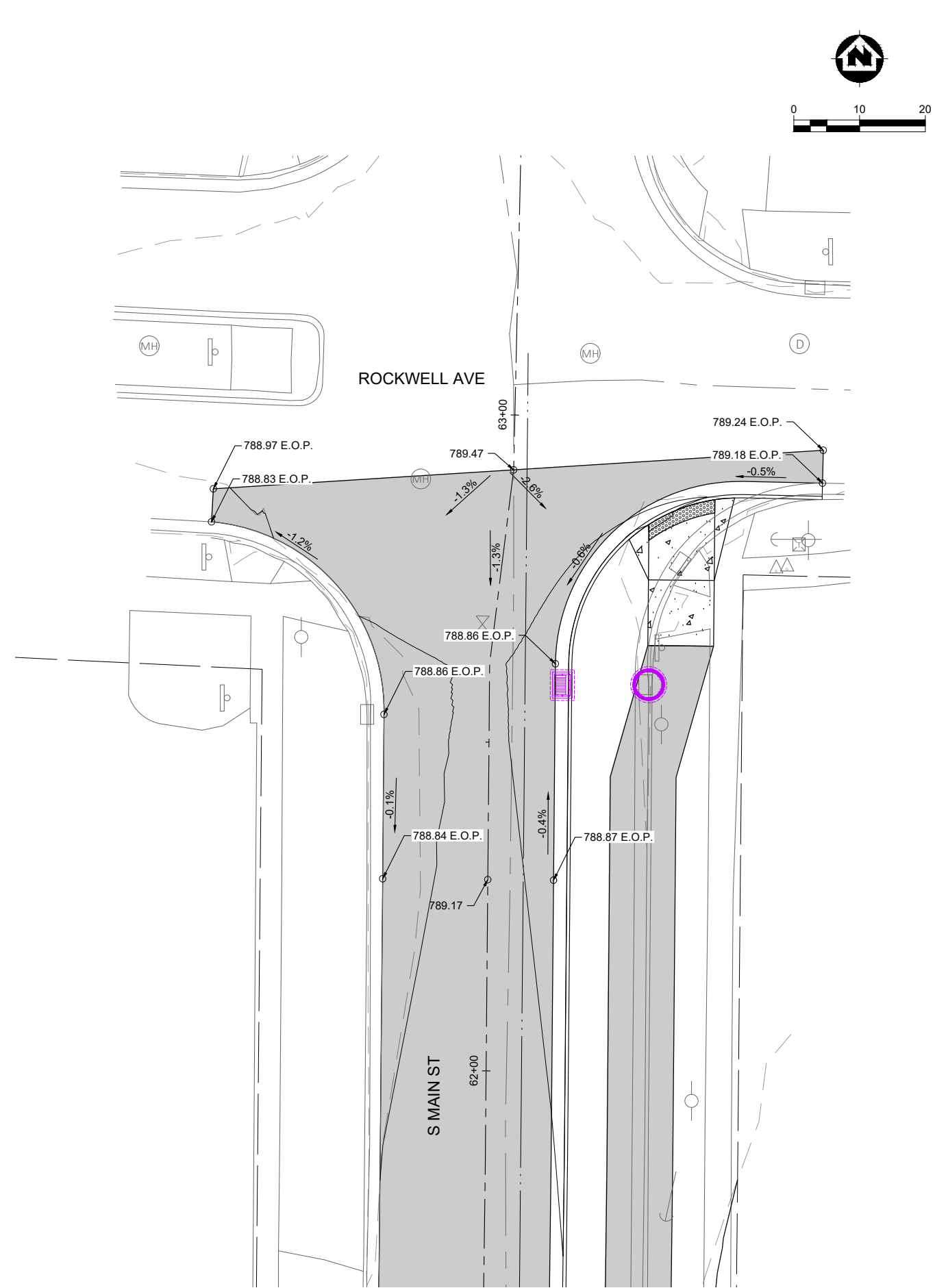
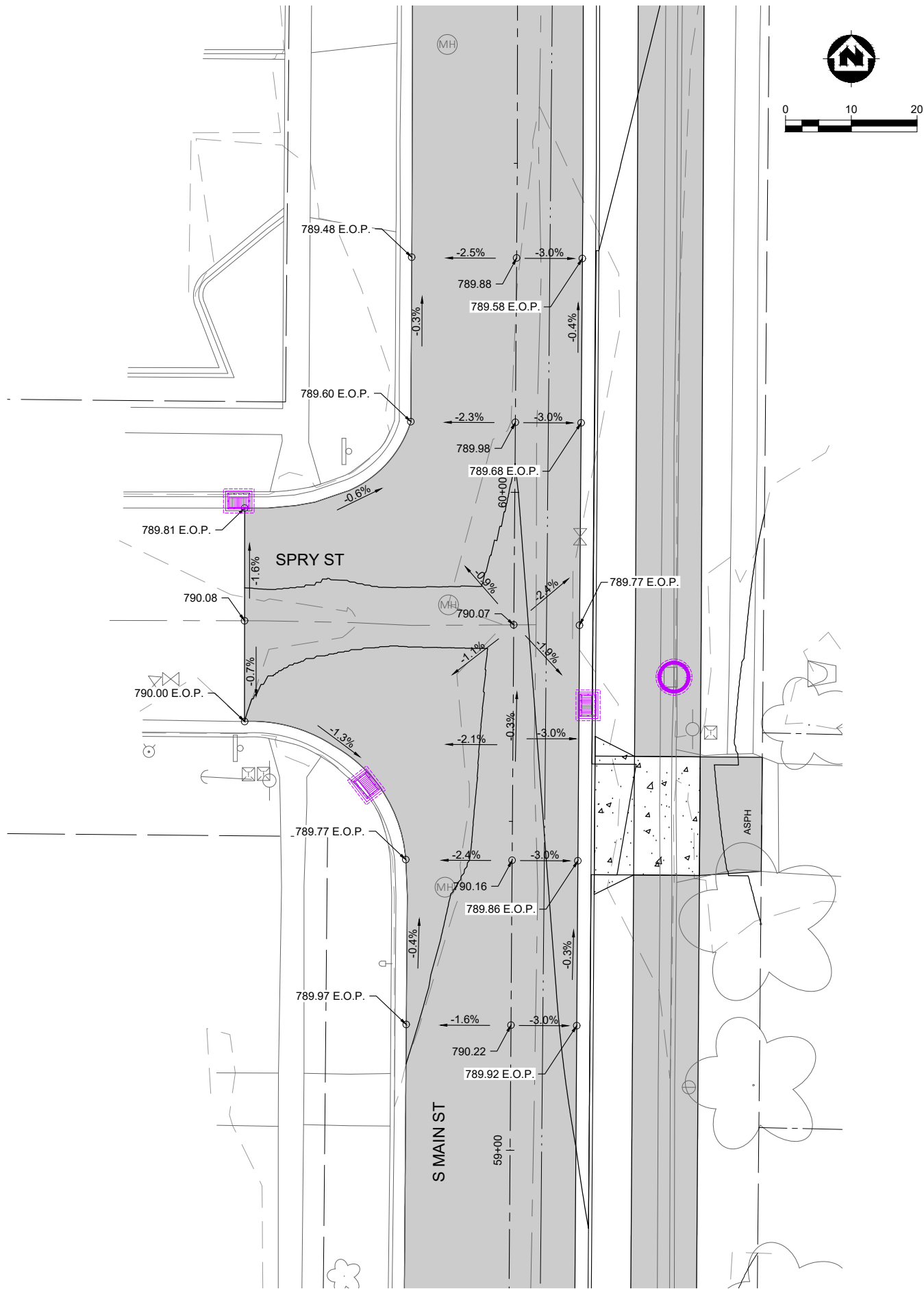
INTERSECTION DETAILS - MARGARET AVE & KRAUSE AVE

PROJECT NO.	02959028
SHEET	14



PROJECT NO.
02959028

SHEET
15



PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY
	DMW	1	02/26/2025	PRELIMINARY - WISDOT SUBMITTAL	MJW
	JLM	2	03/19/2025	60% WISDOT SUBMITTAL	MJW
	KCL	-	-		

PLOT DATE: 3/19/2025 3:38 PM, G:\02\02959\02959028\CADD\Construction Documents\02959028 INTERSECTION DETAILS.dwg

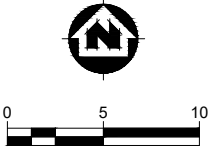
MSA
ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
© MSA Professional Services, Inc.

S. MAIN STREET PEDESTRIAN PATH DESIGN
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

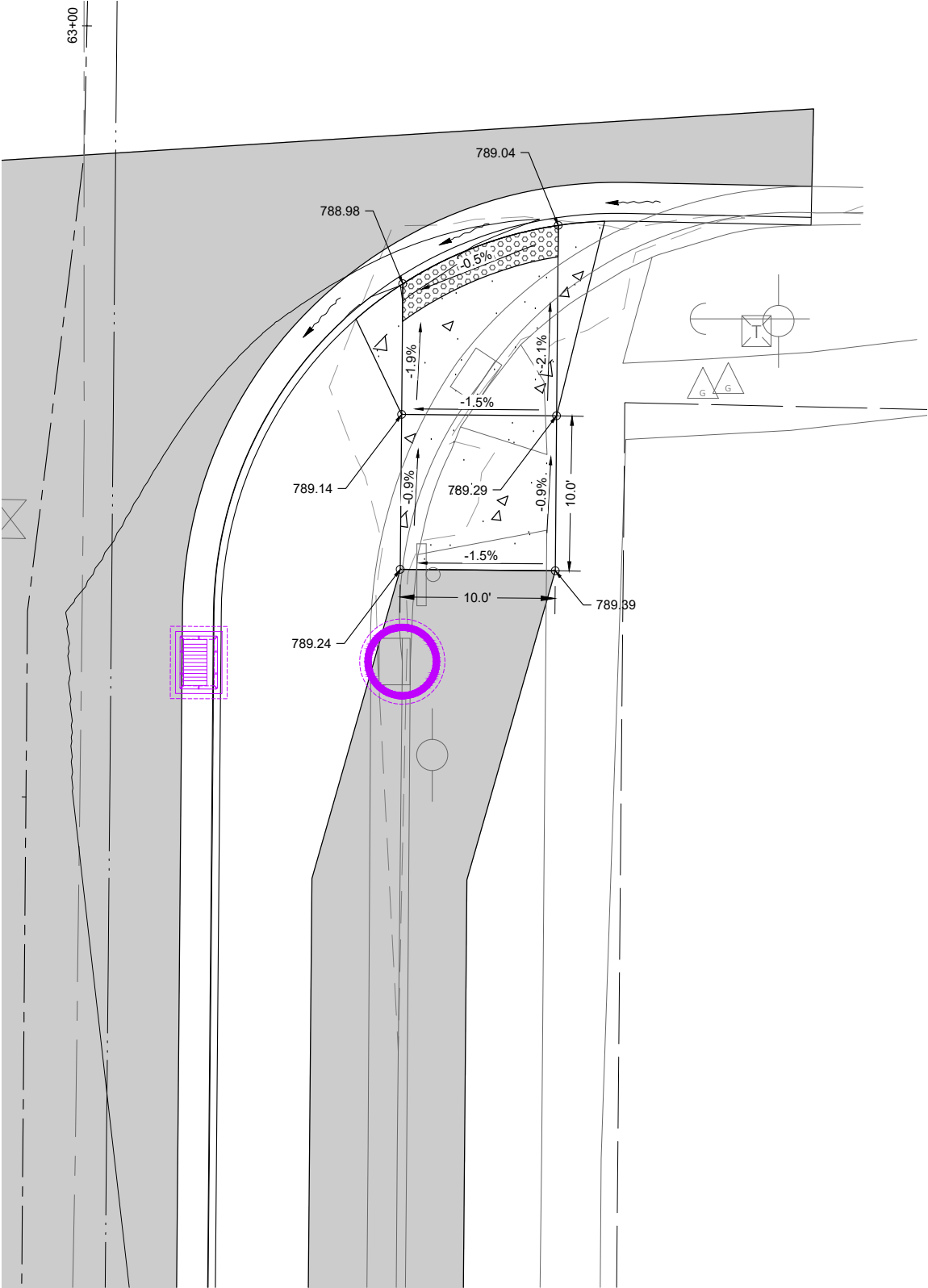
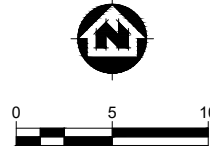
INTERSECTION DETAILS - SPRY ST & ROCKWELL AVE

PROJECT NO. 02959028
SHEET 16

S MAIN ST AND HACKBARTH RD



S MAIN ST AND ROCKWELL AVE



PROJECT DATE:	DRAWN BY:	DMW	NO.	DATE	REVISION	BY
	DESIGNED BY:	JLM	2	03/19/2025	PRELIMINARY - WISDOT SUBMITTAL	MJW
	CHECKED BY:	KCL	-	-	60% WISDOT SUBMITTAL	MJW

PLOT DATE: 3/19/2025 3:39 PM, G:\02\02959\02959028\CADD\Construction Documents\02959028 INTERSECTION DETAILS.dwg

PRELIMINARY



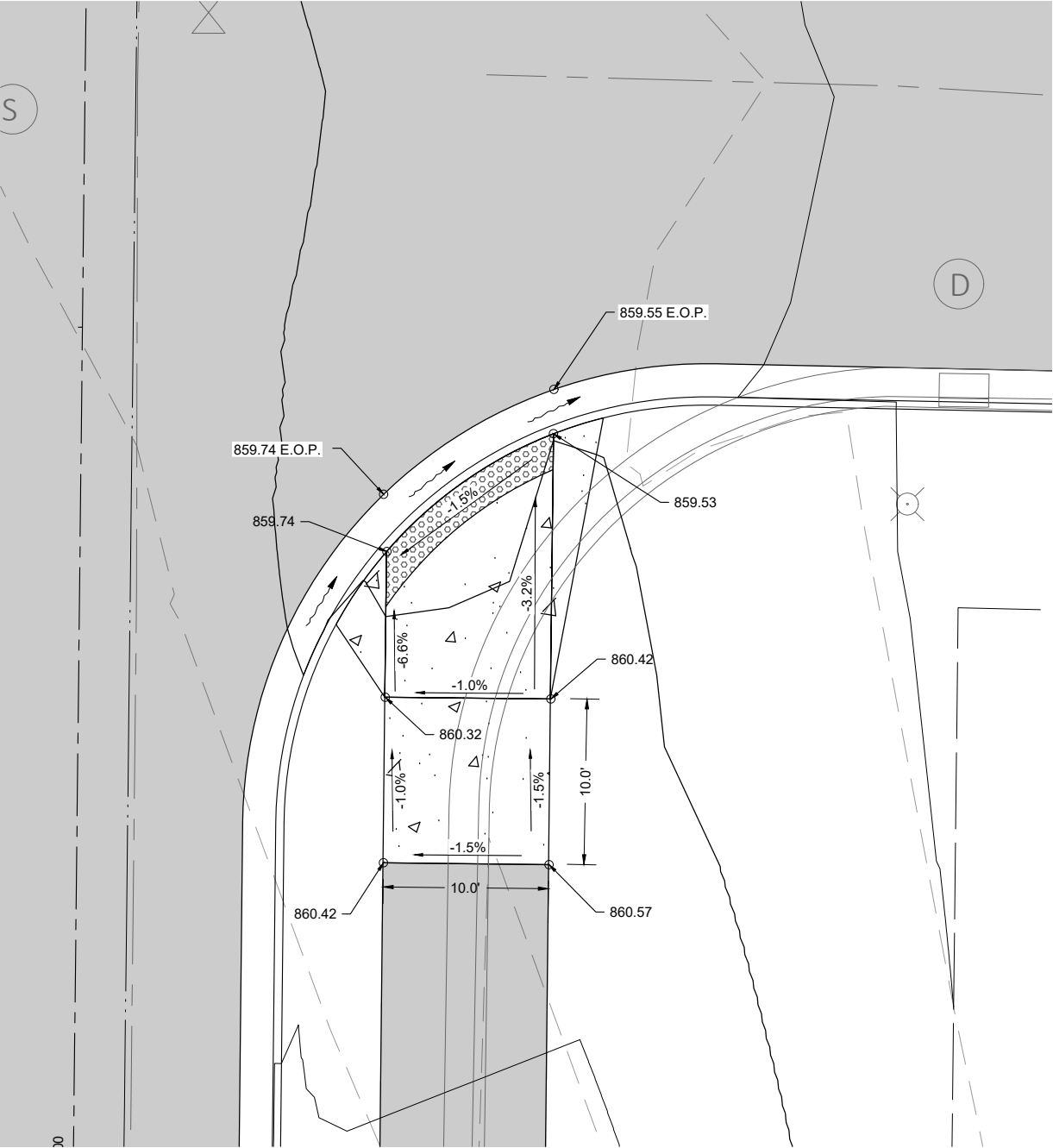
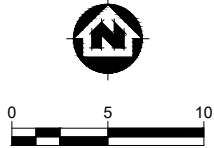
ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
© MSA Professional Services, Inc.

S. MAIN STREET PEDESTRIAN PATH DESIGN
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

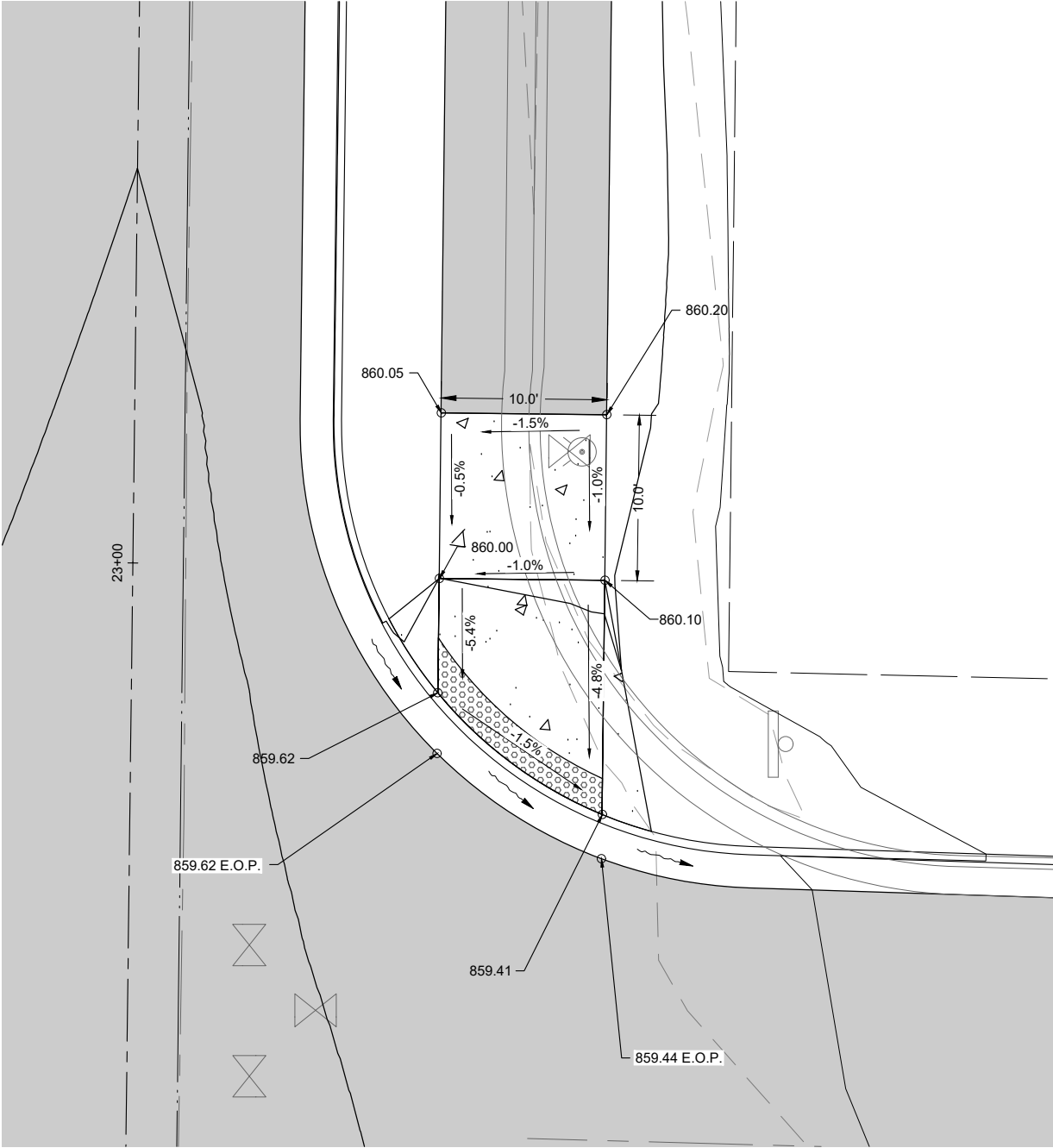
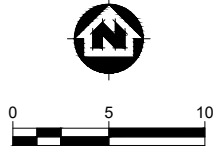
CURB RAMP DETAIL - HACKBARTH ST & ROCKWELL AVE

PROJECT NO.
02959028
SHEET
17

S MAIN ST AND RIGGERT RD - SOUTH RAMP



S MAIN ST AND RIGGERT RD - NORTH RAMP



PROJECT DATE:	DRAWN BY:	DMW	NO.	DATE	REVISION	BY
	DESIGNED BY:	JLM	1	02/26/2025	PRELIMINARY - WISDOT SUBMITTAL	MJW
	CHECKED BY:	KCL	2	03/19/2025	60% WISDOT SUBMITTAL	MJW
PLOT DATE: 3/19/2025 3:39 PM, G:\02\02959\02959028\CADD\Construction Documents\02959028 INTERSECTION DETAILS.dwg						

PRELIMINARY



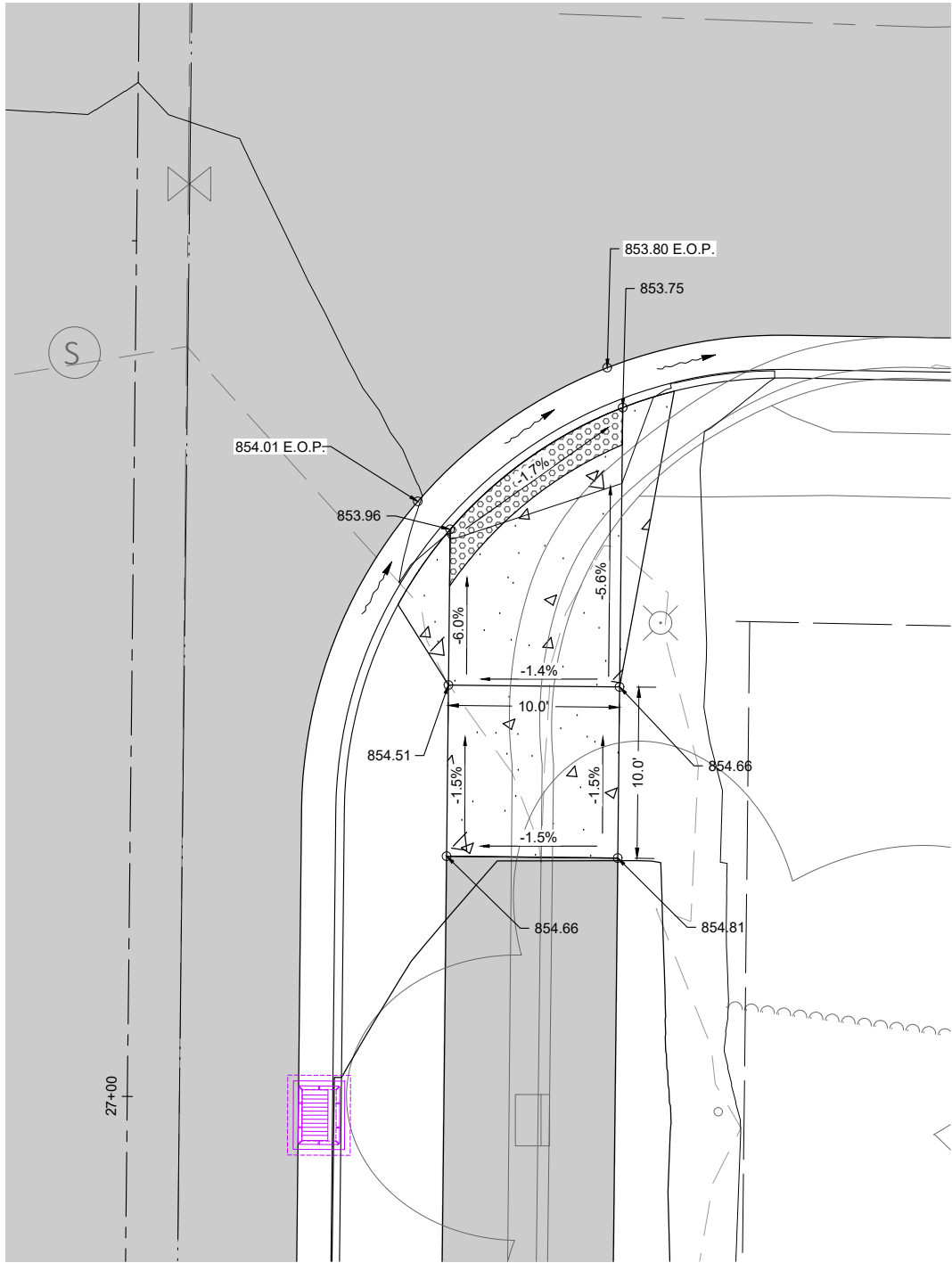
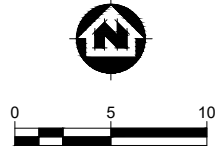
ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
© MSA Professional Services, Inc.

S. MAIN STREET PEDESTRIAN PATH DESIGN
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

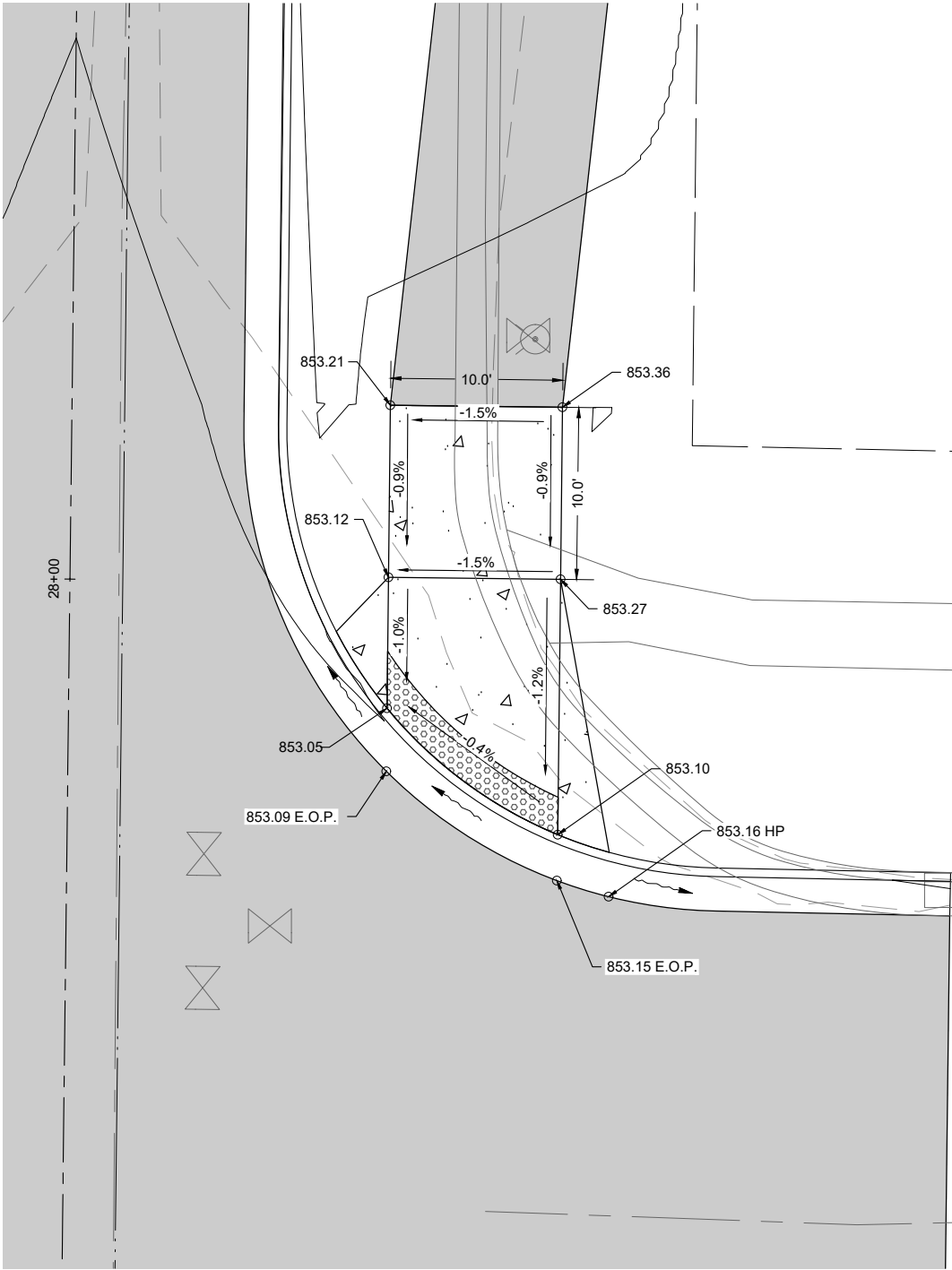
CURB RAMP DETAIL - RIGGERT RD

PROJECT NO:	02959028
SHEET	18

S MAIN ST AND E HIGHLAND AVE - SOUTH RAMP



S MAIN ST AND E HIGHLAND AVE - NORTH RAMP



PROJECT DATE:	DRAWN BY:	DMW	NO.	DATE	REVISION	BY
	DESIGNED BY:	JLM	1	02/26/2025	PRELIMINARY - WISDOT SUBMITTAL	MJW
	CHECKED BY:	KCL	2	03/19/2025	60% WISDOT SUBMITTAL	MJW
PLOT DATE: 3/19/2025 3:39 PM, G:\02\02959\02959028\CADD\Construction Documents\02959028 INTERSECTION DETAILS.dwg						

PRELIMINARY



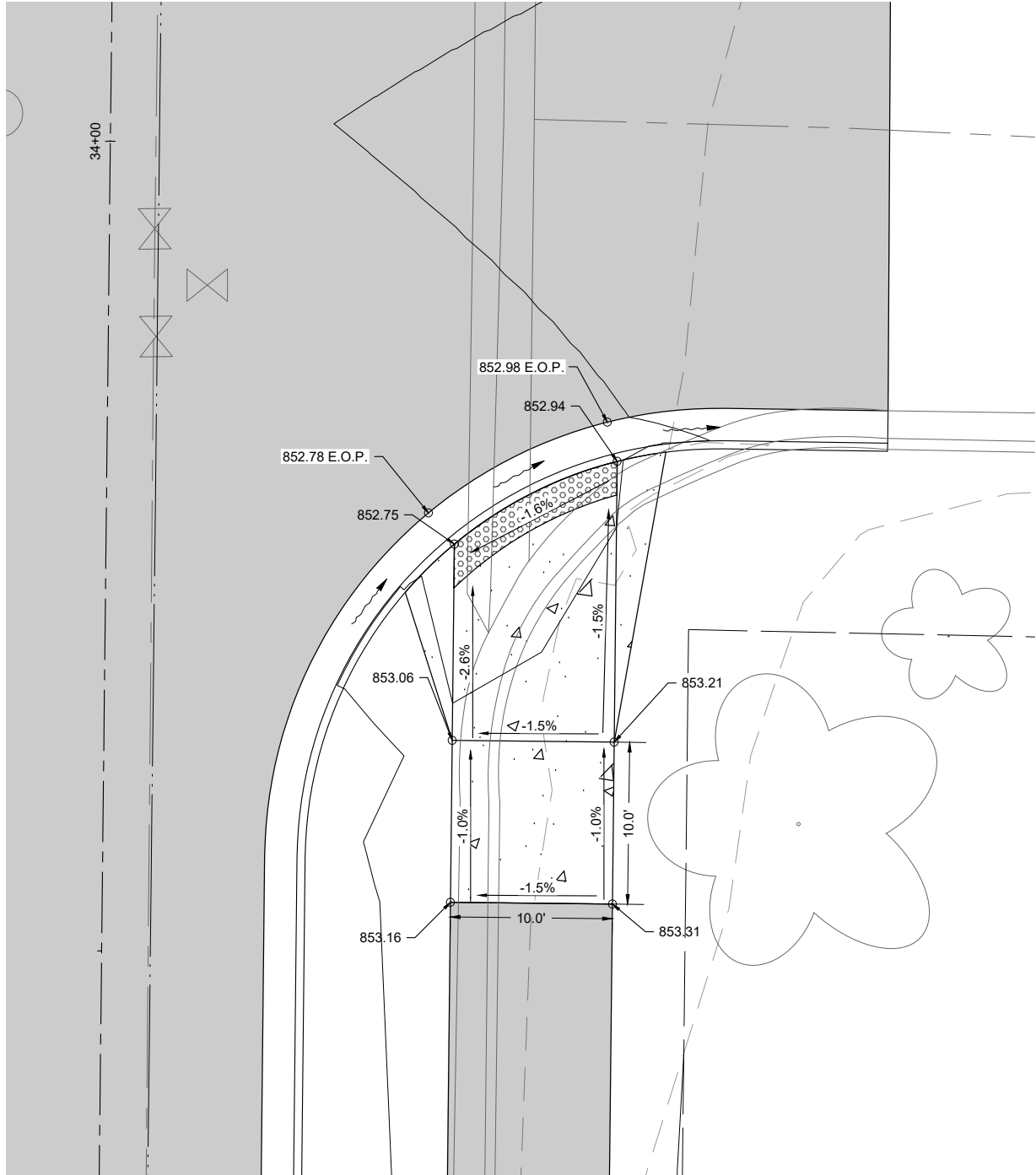
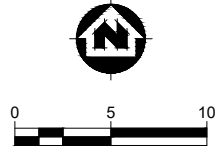
ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
© MSA Professional Services, Inc.

S. MAIN STREET PEDESTRIAN PATH DESIGN
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

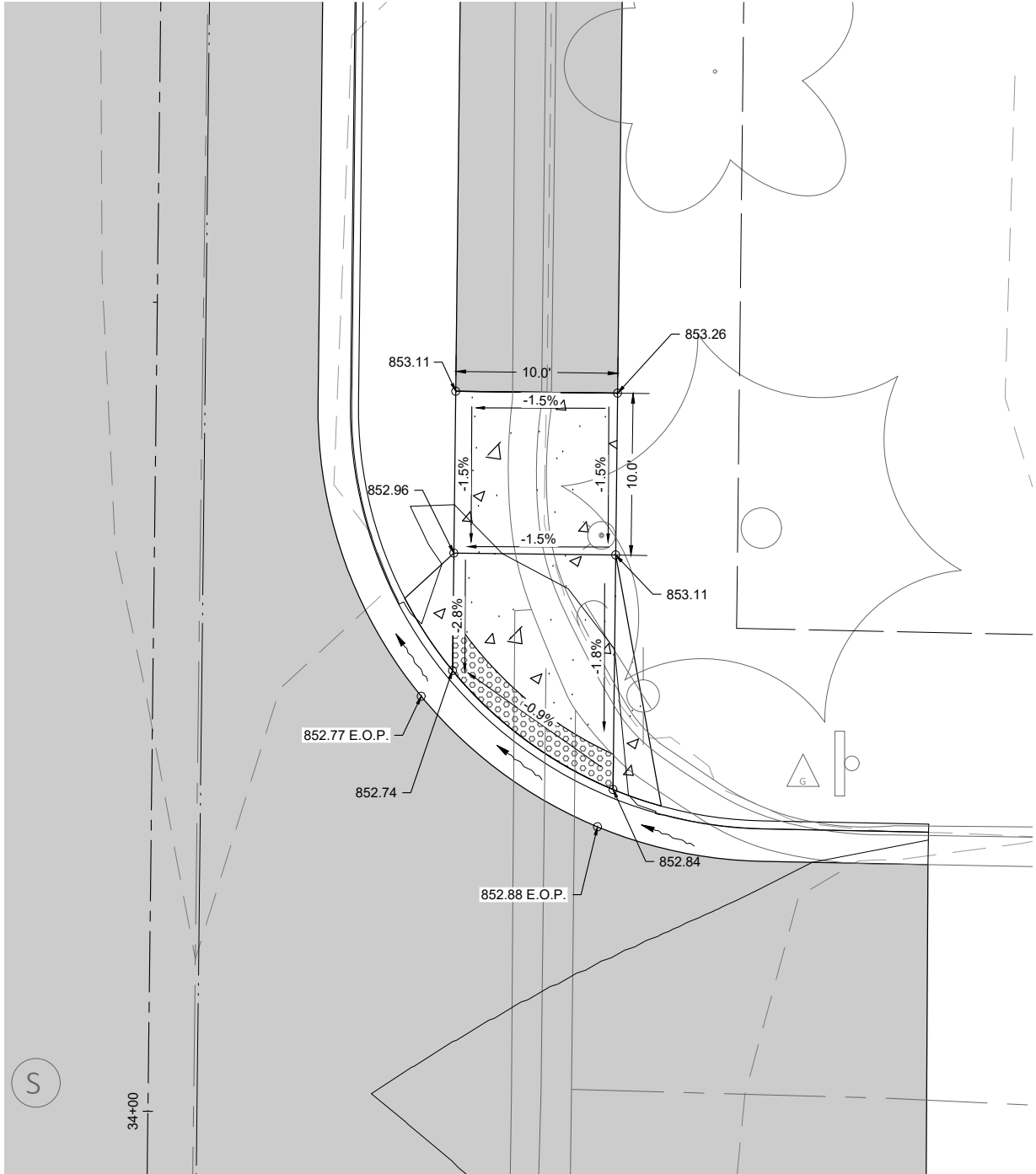
CURB RAMP DETAIL - E HIGHLAND AVE

PROJECT NO:
02959028
SHEET
19

S MAIN ST AND MARGARET AVE - SOUTH RAMP



S MAIN ST AND MARGARET AVE - NORTH RAMP



PROJECT DATE:	DRAWN BY:	DMW	NO.	DATE	REVISION	BY
	DESIGNED BY:	JLM	1	02/26/2025	PRELIMINARY - WISDOT SUBMITTAL	MJW
	CHECKED BY:	KCL	2	03/19/2025	60% WISDOT SUBMITTAL	MJW
PLOT DATE: 3/19/2025 3:39 PM, G:\02\02959\02959028\CADD\Construction Documents\02959028 INTERSECTION DETAILS.dwg						

PRELIMINARY



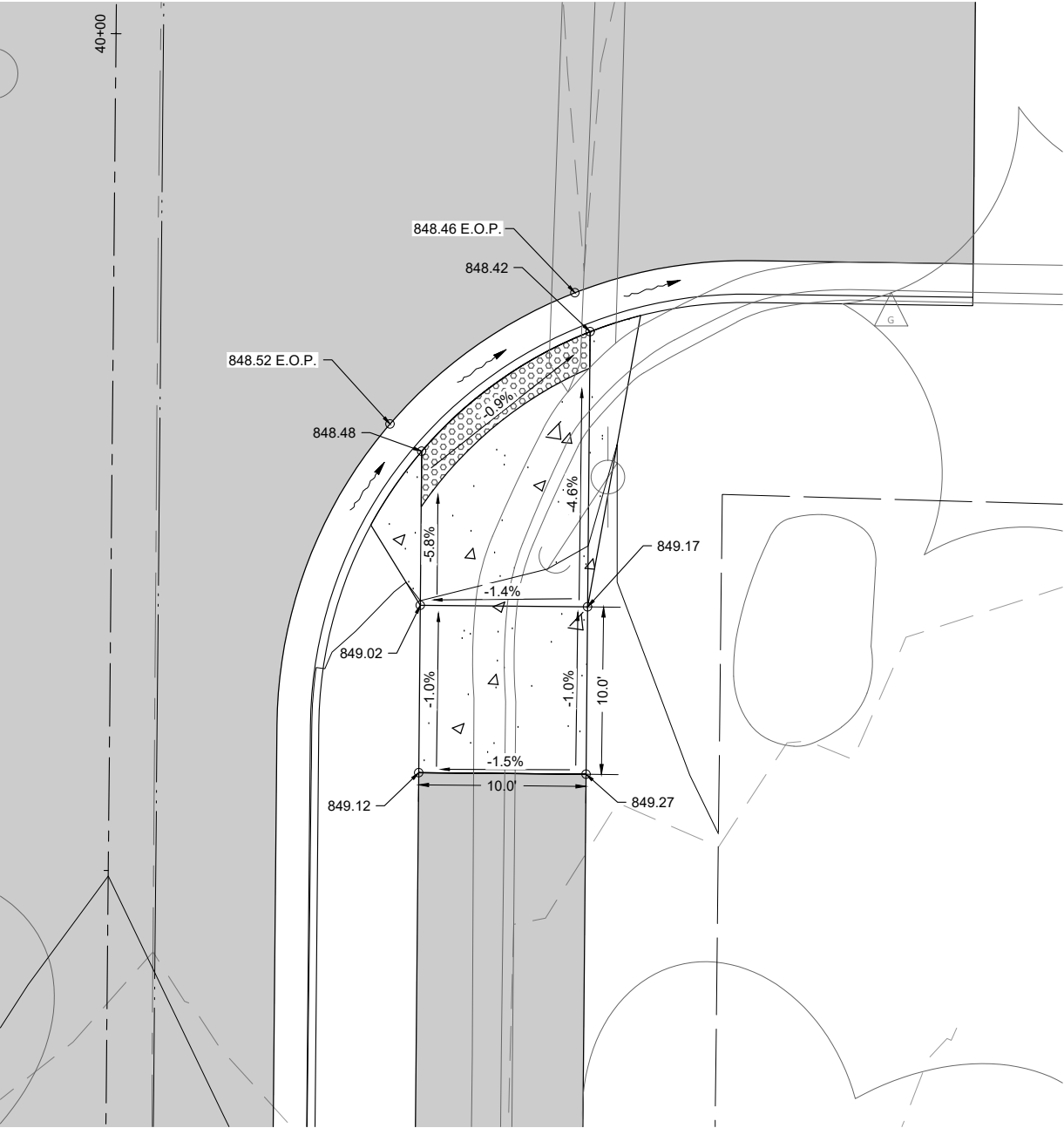
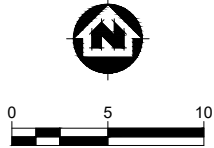
ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
© MSA Professional Services, Inc.

S. MAIN STREET PEDESTRIAN PATH DESIGN
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

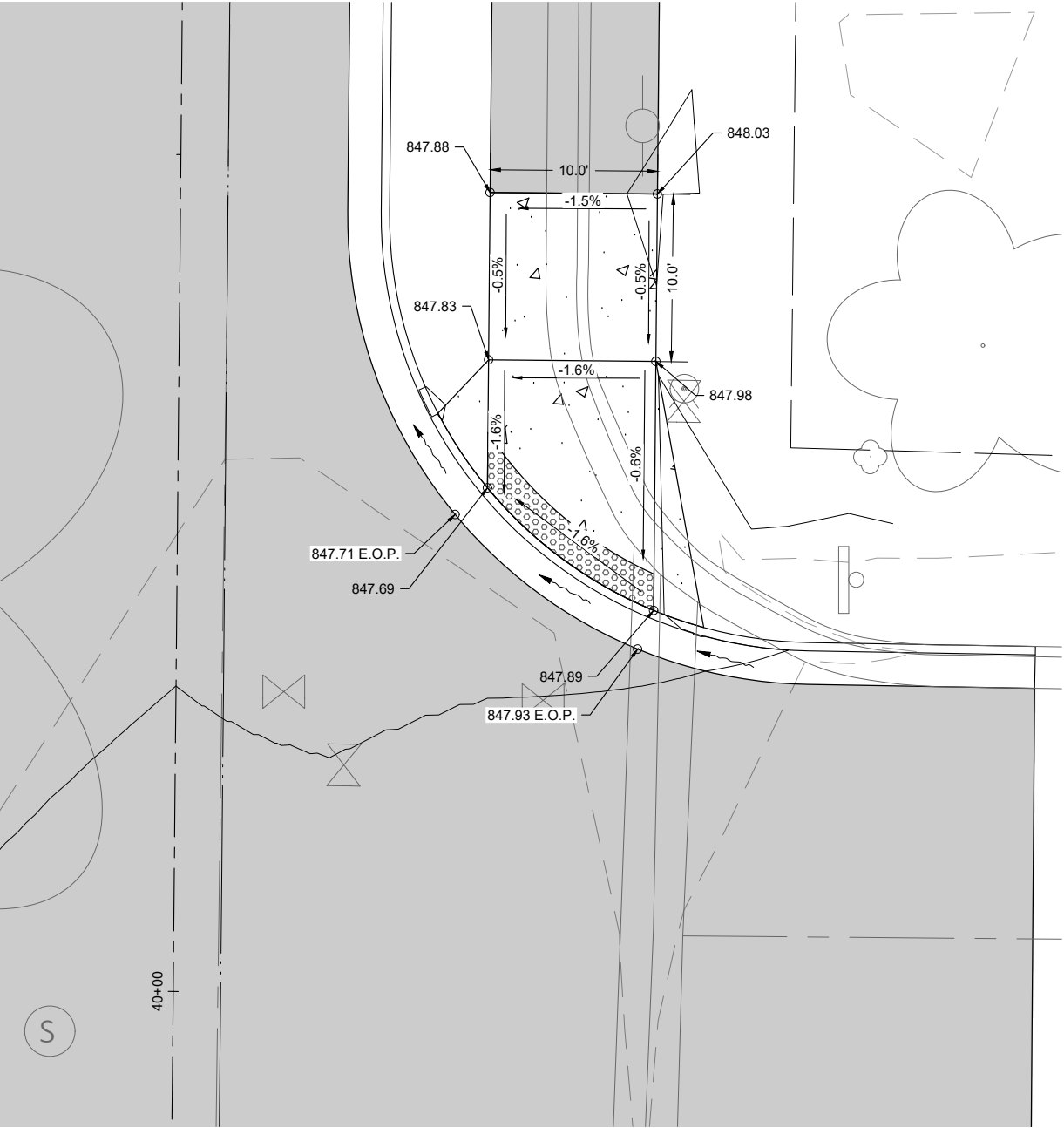
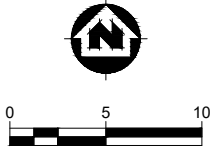
CURB RAMP DETAIL - MARGARET AVE

PROJECT NO:
02959028
SHEET
110

S MAIN ST AND KRAUSE AVE - SOUTH RAMP



S MAIN ST AND KRAUSE AVE - NORTH RAMP



PROJECT DATE:	DRAWN BY:	DMW	NO.	DATE	REVISION	BY
	DESIGNED BY:	JLM	1	02/26/2025	PRELIMINARY - WISDOT SUBMITTAL	MJW
	CHECKED BY:	KCL	2	03/19/2025	60% WISDOT SUBMITTAL	MJW
PLOT DATE: 3/19/2025 3:39 PM, G:\02\02959\02959028\CADD\Construction Documents\02959028 INTERSECTION DETAILS.dwg						

PRELIMINARY

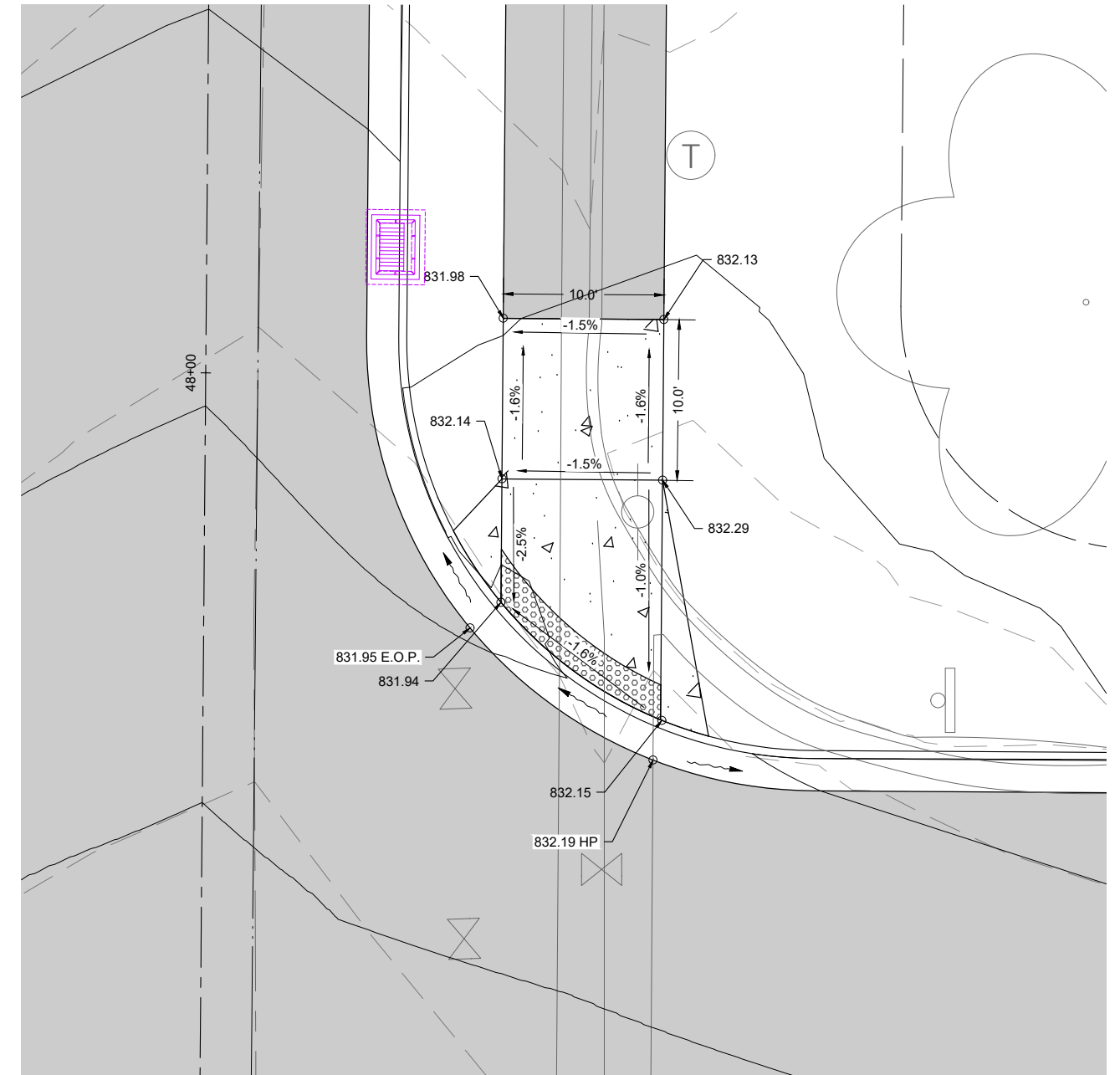
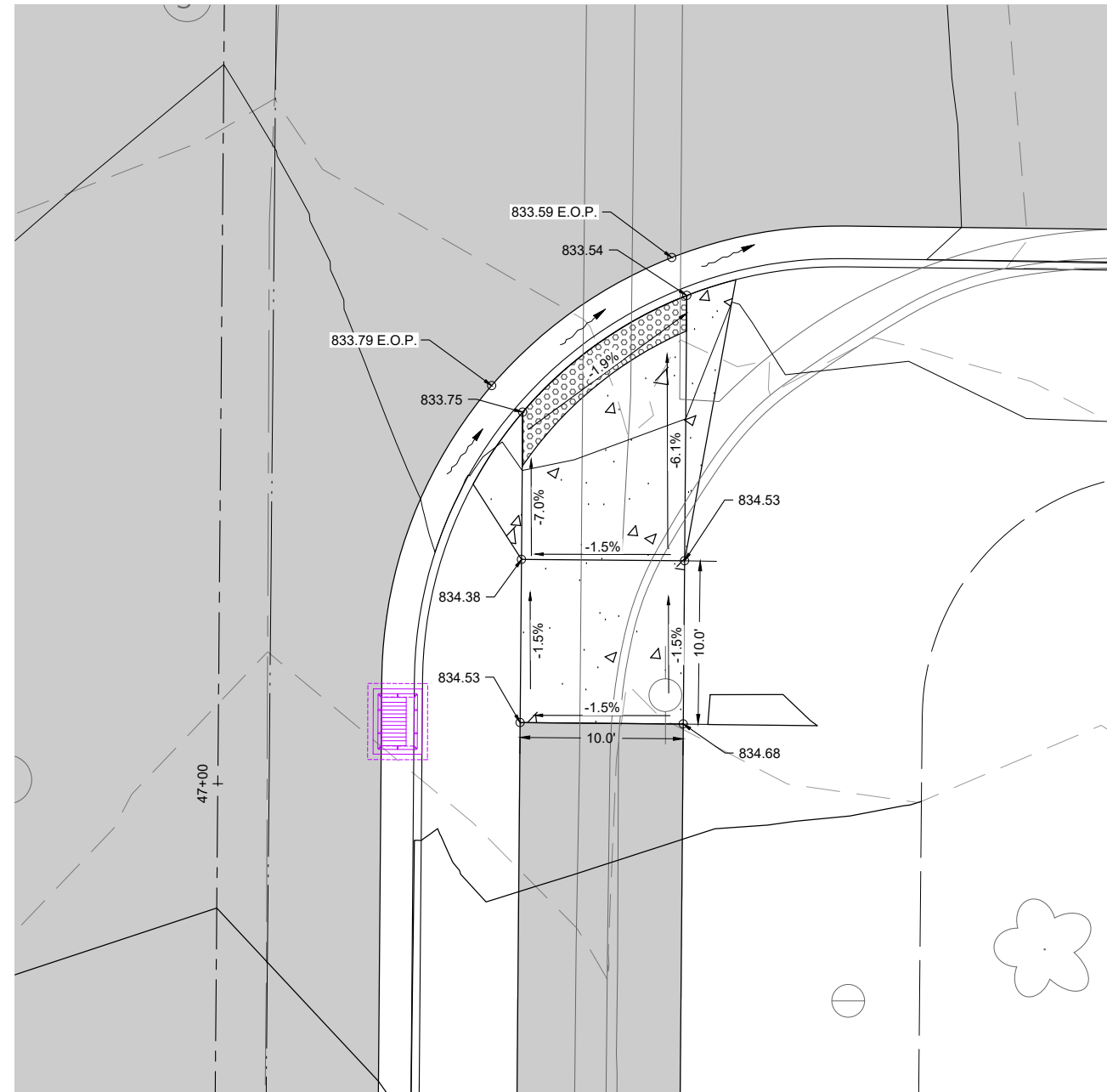


ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
© MSA Professional Services, Inc.

S. MAIN STREET PEDESTRIAN PATH DESIGN
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

CURB RAMP DETAIL - KRAUSE AVE

PROJECT NO:
02959028
SHEET
111



		NO.		DATE		REVISION		B	
PROJECT DATE: .		DRAWN BY: DMW		1 02/26/2025		PRELIMINARY - WISDOT SUBMITTAL		M.	
		DESIGNED BY: JLM		2 03/19/2025		60% WISDOT SUBMITTAL		M.	
		CHECKED BY: KCL		.				M.	
PLOT DATE: 3/19/2025 3:39 PM, G:\02\02959\02959028\CADD\Construction Documents\02959028 INTERSECTION DETAILS.dwg									



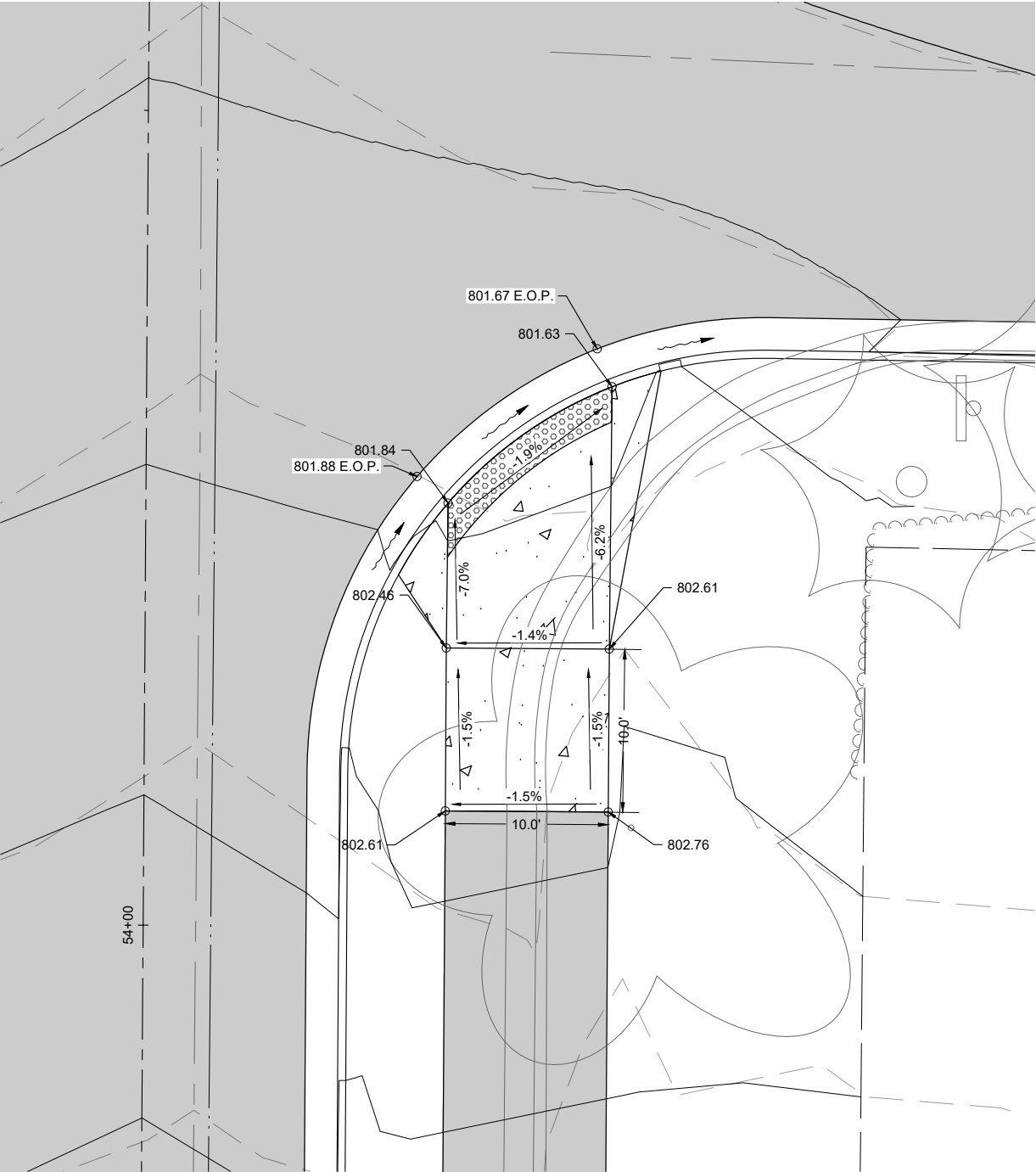
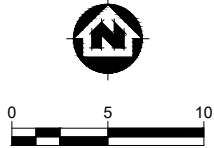
ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
© MSA Professional Services, Inc.

S. MAIN STREET PEDESTRIAN PATH DESIGN
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

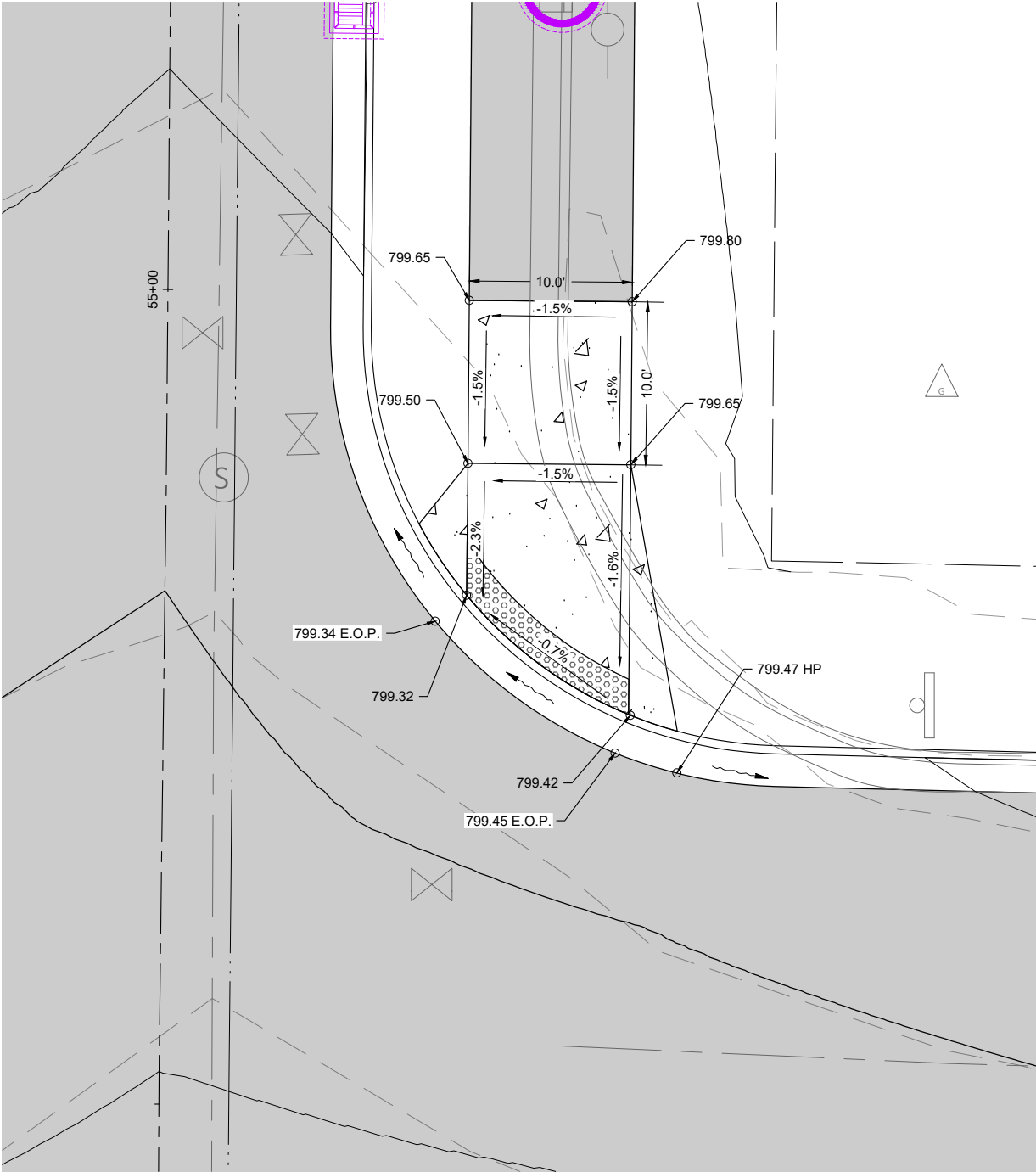
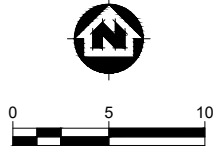
CURB RAMP DETAIL - HILLTOP TRAIL

PROJECT NO. 2959028
SHEET 112

S MAIN ST AND TALCOTT CT - SOUTH RAMP



S MAIN ST AND TALCOTT CT - NORTH RAMP



PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY
	DMW	1	02/26/2025	PRELIMINARY - WISDOT SUBMITTAL	MJW
	JLM	2	03/19/2025	60% WISDOT SUBMITTAL	MJW
	KCL				

PRELIMINARY



ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
© MSA Professional Services, Inc.

S. MAIN STREET PEDESTRIAN PATH DESIGN
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

CURB RAMP DETAIL - TALCOTT CT

PROJECT NO.
02959028
SHEET
113



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to a contract with KL Engineering for Banker Road realignment design (Navin, Director of Public Works)

BACKGROUND

This contract was originally awarded to Quam Engineering on February 6, 2024, as a part of the design of the Banker Road Development public infrastructure project. After this original contract was awarded, the City was notified of the \$1.4 million STP Urban construction grant to realign and reconstruct Banker Road with urban cross sections. An addendum was made to the original Quam Engineering contract for the Banker Road Development design contract following the WisDOT process on September 3, 2024.

DISCUSSION

As noted in the attached September 3, 2024, addendum memo to Council, Quam Engineering had not previously performed work under this process. As such, the fee provided was an estimated fee, subject to revisions, as the process moved forward. City staff have worked with Quam Engineering through the project over the past 12 months and despite collaboration, could not reach an agreement on final cost proposals.

Quam Engineering approached City staff about ending the contract for the associated work and asked City staff if there would be interest in securing a contract with KL Engineering to take over the project, as Quam had already subcontracted with KL Engineering for portions of the project. Additionally, KL Engineering was familiar with the project and has the experience required to successfully complete the project.

City staff met with KL Engineering and Quam Engineering to discuss the potential handoff and work that needed to be completed to meet the deadlines of the project, which ultimately led to City staff bringing the attached proposal to Council for review and approval.

FINANCIAL ANALYSIS

The design contract from KL Engineering is for an amount not to exceed \$237,500.00. This design contract will be paid for using funds from TIF #9. Specifically, City staff estimates that about \$430,000 remains after netting the revenues and expenditures associated with the

design and construction of Trillium Drive, Hawthorne Drive, Marigold Drive, and Peony Place. The tables below show the revenues and expenditures for those roads. Staff proposes to use \$237,500 of these remaining funds for the design of the Banker Road realignment. Any leftover funds will remain in TID #9 and may be used for the construction of Banker Road in 2027.

REVENUES		
\$	3,200,000.00	2024-2025 Borrowing
\$	625,000.00	From General Fund
\$	1,000,000.00	From Wastewater
\$	4,825,000.00	

EXPENSES-contracts		
\$	178,750.00	Quam - Engineering Services
\$	107,335.00	Quam - Design Addendum
\$	95,425.00	Quam - Design Original
\$	4,013,561.50	Forest Construction
\$	4,395,071.50	

Net (revenues - expenses): \$429,923.50

RECOMMENDATION

Staff recommends the City Council approve the design contract for the Banker Road realignment project to KL Engineering in an amount not to exceed \$237,500.00 using funds from TID #9, and authorize the City Manager to execute.

ATTACHMENTS

1. 2.6.24 Quam Design Banker Road Infrastructure
2. 9.3.24 Quam Design Contract Addendum
3. Banker Road letter proposal revised



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

MEMORANDUM

DATE: February 6, 2024

TO: Fort Atkinson City Council

FROM: Andy Selle, Director of Public Works

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

BACKGROUND

A total of thirteen firms were solicited for the design of the Banker Rd public improvements outlined below. The three elements are noted below in the figure: Hawthorne Dr (Yellow), Banker Rd (Blue), and Trillium Dr (Red). Design work will include roadway, curb and gutter, sidewalk, and below ground water, sewer, and storm water utility infrastructure.



DISCUSSION

The City and chosen design engineer intend to have a bid package ready for early fall 2024 to potentially begin construction in the later months of 2024. Although all three roads will be designed, they may not all be constructed at once, a decision that will be made at a later date. Of the thirteen firms solicited, six provided proposals. Each was evaluated on a number of factors (see attached matrix). Quam Engineering provided the proposal with the lowest cost and smallest number of hours. The City Council may recall that Quam Engineering was the design engineer for the attempted Copperhead Meadows Development in this area several years ago, which may be why the firm is proposing to spend the least amount of time on the project. Recently, Ryan Quam has received approval from Plan Commission for a multi-family development at the corner of Campus Dr and the future Hawthorne Dr. The experience in the area may have contributed to the competitive cost proposal.

FINANCIAL ANALYSIS

Funds for design will be provided through the City's Note Anticipation Notes, Series 2024B, for the Banker Rd Development. As can be seen in the attached Evaluation Table, there was a substantial range in the cost proposals from the six firms.

RECOMMENDATION

Staff recommends the City Council award the Banker Rd Development design contract to Quam Engineering in an amount not to exceed \$95,425 using funds received through the Note Anticipation Notes, Series 2024B.

ATTACHMENTS

1. Quam Proposal
2. Evaluation Table



December 22, 2023

Fort Atkinson

Attn: Andy Selle
101 N. Main Street
Fort Atkinson, WI 53538

Re: Infrastructure Design for Banker Road Neighborhood – City of Fort Atkinson

STATEMENT OF INTEREST

In response to the Request for Proposal received on December 12, Quam Engineering, LLC appreciates the opportunity to work with the City of Fort Atkinson and is pleased to submit a proposal to City of Fort Atkinson (hereinafter referred as the Client) to provide engineering and surveying services for the referenced project.

PROJECT TEAM EXPERTISE AND QUALIFICATIONS

Quam Engineering, LLC staff have been providing public infrastructure design and surveying for over 20 years. The team project managers and responsibilities are as follows:

Plan Design:	Ryan Quam (P.E.)
Plan Drafting and Approvals:	Adam Ryan (P.E.)
Stormwater Design:	Aaron Falkosky (P.E.)
Surveying:	Matt Hoglund (P.L.S.)

Additional information about each team member is included in Attachment A.

SCOPE OF SERVICES AND SCHEDULE

Quam Engineering, LLC shall provide engineering services with schedules as shown on the attached Scope of Services (Attachment B). Quam Engineering, LLC assumes that an ALTA Survey, Preliminary Plat, Final Plat, right-of-way vacation, Hawthorne Drive CSM or easement exhibit for round-about right-of-way or regional pond outlot, Banker Road CSM for right-of-way south of Trillium Drive, environmental study, environmental assessment, tree inventory, wetland delineation, floodplain analysis, soils analysis for infiltration or pavement design, street cross sections in typical street areas, drainage way plan and profile drawings, off-street path plan and profile drawings, storm sewer plan and profile drawings, lift station design, retaining wall design, thermal design, water main sizing and appurtenances planning, sanitary sewer sizing, street and utility design for additional streets, second regional pond design, infiltration design, traffic study, impact study, stormwater easement exhibits, Wisconsin DNR Chapter 30 permits, Wisconsin DSPS permits, Wisconsin DOT permits, Neighborhood Plan, Comprehensive Plan Amendment, Park Plan, Phase 2 plan set, Phase 2 bidding administration, construction contract documents, Lot Development Plans, Concept Plans for single family homes development, construction observation, construction staking, and as-built certifications are not required, will be provided under a separate contract, or will be provided by others; therefore, those services are not included.

COST ESTIMATE

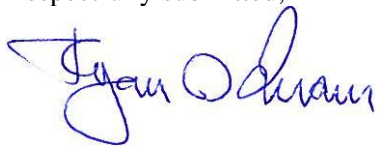
The cost estimate table with scope tasks, individual hours allotted, billing rates, and application fees is included as Attachment C.

RECENT PROJECT EXAMPLES

A short summary and point of contact for two recent similar projects with this specific team is included as Attachment D.

Quam Engineering, LLC appreciates the opportunity to submit this proposal and looks forward to working with you on this project.

Respectfully submitted,



Ryan D. Quam
Managing Member

FN: FT-02-23

ATTACHMENT A

PROJECT TEAM MEMBERS

Ryan Quam (Plan Design) – The plan design will be led by Ryan Quam. Ryan Quam established Quam Engineering in 2002 and has prepared the plan design on thousands of projects and dozens of subdivisions. Ryan Quam has the experience to evaluate design constraints, quickly review design alternatives, check in with review staff if needed, and then work with the design team and reviewers to complete the design. Ryan Quam previously prepared the Copperhead Meadows subdivision plans for this land in 2017-2018.

Adam Ryan (Plan Drafting and Approvals) – The plan drafting and approvals will be led by Adam Ryan. Adam Ryan has been providing plan drafting and approvals on hundreds of projects and over a dozen subdivisions and has been a Professional Engineer since 2017.

Aaron Falkosky (Stormwater Design) – The stormwater design will be led by Aaron Falkosky. Aaron Falkosky has been providing stormwater design on hundreds of projects and pond designs and has been a Professional Engineer since 2009. Aaron Falkosky led the stormwater modeling and multiple pond designs required for the Copperhead Meadows subdivision in 2017-2018.

Matt Hoglund (Surveying) – The surveying will be led by Matt Hoglund. Matt Hoglund has provided topographic collection and Certified Survey Maps/Platting efforts on thousands of projects and has been a Professional Land Surveyor since 1987. Matt Hoglund prepared the draft preliminary plat for Copperhead Meadows in 2018 and the annexation materials for this land in 2021.

ATTACHMENT B
SCOPE OF SERVICES

1. **Initial Staff Meeting** - Quam Engineering, LLC will provide a list of initial design strategies and initial design constraints to discuss. Quam Engineering, LLC will attend a meeting with City staff to review and discuss. Quam Engineering, LLC will prepare meeting minutes to document discussed items.

Schedule: January 15 - 19, 2024

2. **Topographic Collection** – Quam Engineering, LLC will provide topographic collection within the Topographic Boundary shown on Attachment E as necessary to prepare the Street Construction Plan set. The topographic collection along south Banker Road will include trees, shots on ground, and driveway edges within 20' of the right-of-way to gather design constraints for a non-typical cross section.

Schedule: January 15 – 26, 2024

3. **Existing Site and Removals Plan (Hawthorn Drive)** – Quam Engineering, LLC will Existing Site and Removals Plan over the proposed Hawthorn Drive. The plan over plan will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: January 29 – February 2, 2024

4. **Existing Site and Removals Plans (South Banker Road Reconstruction)** – Quam Engineering, LLC will Existing Site and Removals Plan over the proposed South Banker Road Reconstruction. The plan over plan will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: January 29 – February 2, 2024

5. **Existing Site Plan (North Banker Road, Trillium Drive, and Regional Pond)** – Quam Engineering, LLC will Existing Site Plan over the proposed North Banker Road, Trillium Drive and Regional Pond. The plan will be plotted on 11"x17" paper at 1"=120' and/or 22"x34" paper at 1"=60'.

Schedule: January 29 – February 2, 2024

6. **Preliminary Street and Utility Layout (Hawthorn Drive)** - Quam Engineering, LLC will prepare the preliminary plan and profile drawings for Hawthorn Drive. Three plan and profile drawings will present the proposed urban street with 8' wide path, and 5' wide sidewalk for approximately 1,300 feet of street to include a small roundabout. The preliminary street and utility layout will include existing sanitary sewer, water main, and storm sewer, connection details, and proposed sanitary sewer,

water main, and storm sewer as well as the existing and proposed street centerline profiles. The plan and profile drawings will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: January 29 – February 23, 2024

7. **Preliminary Street and Utility Layout (South Banker Road)** - Quam Engineering, LLC will prepare the preliminary plan and profile drawings for south Banker Road. Two and one-half plan and profile drawings will present the proposed urban street with a bike/pedestrian path for approximately 1,450 feet of street from Campus Drive to Trillium Drive. The preliminary street and utility layout will include existing sanitary sewer, water main, and storm sewer, connection details, and proposed sanitary sewer, water main, and storm sewer as well as the existing and proposed street centerline profiles. The plan and profile drawings will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: February 5 - 23, 2024

8. **Preliminary Street Cross Sections (South Banker Road)** - Quam Engineering, LLC will prepare the preliminary street cross sections for what is expected to be a non-typical cross section to accommodate varying right-of-way elevations. The preliminary street cross sections will be approximately every 50' and/or through legacy trees or power poles to be protected.

Schedule: February 5 - 23, 2024

9. **Preliminary Street and Utility Layout (North Banker Road)** - Quam Engineering, LLC will prepare the preliminary plan and profile drawings for north Banker Road. Three plan and profile drawings will present the proposed urban street with a bike/pedestrian path for approximately 1,600 feet of street from Trillium Drive to Hoard Road. The preliminary street and utility layout will include the proposed sanitary sewer, water main, and storm sewer as well as the existing and proposed street centerline profiles. The plan and profile drawings will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: February 5 - 23, 2024

10. **Preliminary Street and Utility Layout (Trillium Drive)** - Quam Engineering, LLC will prepare the preliminary plan and profile drawings for Trillium Drive. One and one-half plan and profile drawings will present the proposed urban street with a bike/pedestrian path for approximately 700 feet of street from Hawthorn Drive to Banker Road. The preliminary street and utility layout will include the proposed sanitary sewer, water main, and storm sewer as well as the existing and proposed street centerline profiles. The plan and profile drawings will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: February 5 - 23, 2024

11. **Preliminary Campus Drive or Banker Road Storm Sewer Extension** - Quam Engineering, LLC will prepare the preliminary Campus Drive or Banker Road storm sewer extension plan and profile drawing. The plan will provide details for the storm sewer extension required to drain the south Banker Road proposed storm sewer to the Campus Drive existing inlet or Banker Road existing inlet. The plan and profile drawing will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: February 5 - 23, 2024

12. **Preliminary Stormwater Management Design** - Quam Engineering, LLC will provide preliminary stormwater management design for one regional pond to be located south of the apartments lot and north of the wetlands. The preliminary stormwater management design will analyze predevelopment flow rates, post development flow rates, and pond routed flow rates to evaluate pond volume required to address rate runoff control and sediment control for this phase of development to include the apartment lot development. The preliminary design will also evaluate 100 year ponding elevation and serve to verify minimum street elevations and apartments minimum lowest opening elevation. The preliminary design will also serve to verify pond area required and/or desired to fit between the apartments development and the wetlands. This item does not include a second regional detention pond design which will likely be required north of Trillium Drive to manage future impervious areas associated with the future streets and single family houses.

Schedule: January 29 – February 23, 2024

13. **Preliminary Pond Plan** - Quam Engineering, LLC will prepare the Preliminary Pond Plan for the proposed pond between the Apartments Development and the wetlands. The Preliminary Pond Plan will include the pond proposed contours, outfall structure details, pond cross section details, existing wetland boundary, recommended outlot boundary, and modeled 100-year flood elevation.

Schedule: January 29 – February 23, 2024

14. **Opinion of Probable Construction Costs (30% Plans)** - Quam Engineering, LLC will prepare the Opinion of Probable Construction Cost based upon the 60% plans.

Schedule: February 20 -23, 2024

15. **30% Staff Review and Meeting** - Quam Engineering, LLC will provide the preliminary Street and Utility Layout Plans to City staff along with a list of design constraints and items to discuss. Quam Engineering, LLC will attend a meeting with City staff to review the preliminary plans and items to discuss. Quam Engineering, LLC will prepare meeting minutes to document discussed items and design approach decisions.

Schedule: March 4 - 8, 2024

- 16. CSM (North Banker Road Right-of-Way)** – Quam Engineering, LLC will prepare the Certified Survey Map to dedicate the north Banker Road right-of-way from Trillium Drive to Hoard Road. Right-of-way corner irons will be set one-time at all angle points, and at the beginning and end of all curves. A total of 20 irons were assumed for the cost estimate provided.

Schedule: Mapping from May 6 - July 1, 2024
Monuments to be installed upon construction

- 17. Public Meetings** – If required, Quam Engineering, LLC will attend the following meetings:
- a.** One neighborhood site visit meeting to present the 30% plans and review driveway cross sections, sawcut limits, temporary grading easements, and traffic control. This item assumes City staff provides neighbor contact information and Quam Engineering staff submits meeting invitations.
 - b.** Three City of Fort Atkinson Plan Commission meetings to present the plans, to respond to questions, and request recommendation of approvals;
 - c.** Three City of Fort Atkinson Council meetings to present the plans, to respond to questions, and request approvals;

Schedule: To be determined

- 18. Cover Page with Sheet Index** - Quam Engineering, LLC will prepare the Cover Page with Location Map and Sheet Index

Schedule: March 11 – April 19, 2024

- 19. Grading and Erosion Control Plan (Hawthorn Drive)** – Quam Engineering, LLC will prepare the Grading and Erosion Control Plan over Plan for Hawthorn Drive. The plan will include proposed spot elevations every 25' and at points of curvature along the round-about edges of pavement. One plan over plan drawing will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: March 11 – April 19, 2024

- 20. Grading and Erosion Control Plans (South Banker Road)** – Quam Engineering, LLC will prepare the Grading and Erosion Control Plan over Plans for South Banker Road. Two plan over plan drawings will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: March 11 – April 19, 2024

- 21. Grading and Erosion Control Plans (North Banker Road)** – Quam Engineering, LLC will prepare the Grading and Erosion Control Plan over Plans for South Banker

Road. Two plan over plan drawings will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: March 11 – April 19, 2024

- 22. Grading and Erosion Control Plan (Trillium Drive) –** Quam Engineering, LLC will prepare the Grading and Erosion Control Plan over Plan for Trillium Drive. One plan over plan drawing will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: March 11 – April 19, 2024

- 23. Street and Utility Plan and Profile Drawings (Hawthorn Drive) -** Quam Engineering, LLC will prepare the final plan and profile drawings for Hawthorn Drive. Three plan and profile drawings will detail the proposed urban street with 8' wide path, and 5' wide sidewalk for approximately 1,300 feet of street to include a small roundabout. The plan and profile drawings will include details for the existing sanitary sewer, water main, and storm sewer, utility connections, and proposed sanitary sewer, water main, and storm sewer as well as the existing and proposed street centerline profiles. The plan and profile drawings will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: March 11 – April 19, 2024

- 24. Street and Utility Plan and Profile Drawings (South Banker Road) -** Quam Engineering, LLC will prepare the plan and profile drawings for south Banker Road. Two and one-half plan and profile drawings will detail the proposed urban street with a bike/pedestrian path for approximately 1,450 feet of street from Campus Drive to Trillium Drive. The plan and profile drawings will include details for existing sanitary sewer, water main, and storm sewer, utility connection, and proposed sanitary sewer, water main, and storm sewer as well as the existing and proposed street centerline profiles. The plan and profile drawings will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: March 11 – April 19, 2024

- 25. Street Cross Sections (South Banker Road) -** Quam Engineering, LLC will prepare the street cross sections for what is expected to be a non-typical cross section to accommodate varying right-of-way elevations. The preliminary street cross sections will be approximately every 50' and/or through legacy trees or power poles to be protected. Cross sections will include non-typical street and terrace slopes and edges of pavements elevations.

Schedule: March 11 – April 19, 2024

- 26. Driveway Cross Sections (South Banker Road)** – Quam Engineering, LLC will prepare the driveway cross sections for three private driveways connecting to the proposed urban section of south Banker Road. The driveway cross sections will be presented to City staff and then landowners for driveway slopes and sawcut location approvals.

Schedule: March 11 – April 19, 2024

- 27. Street and Utility Plan and Profile Drawings (North Banker Road)** - Quam Engineering, LLC will prepare the plan and profile drawings for north Banker Road. Three plan and profile drawings will detail the proposed urban street with a bike/pedestrian path for approximately 1,600 feet of street from Trillium Drive to Hoard Road. The plan and profile drawings will include details for the proposed sanitary sewer, water main, and storm sewer as well as the existing and proposed street centerline profiles. The plan and profile drawings will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: March 11 – April 19, 2024

- 28. Street and Utility Plan and Profile Drawings (Trillium Drive)** - Quam Engineering, LLC will prepare the plan and profile drawings for Trillium Drive. One and one-half plan and profile drawings will detail the proposed urban street with a bike/pedestrian path for approximately 700 feet of street from Hawthorn Drive to Banker Road. The plan and profile drawings will include details for the proposed sanitary sewer, water main, and storm sewer as well as the existing and proposed street centerline profiles. The plan and profile drawings will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: March 11 – April 19, 2024

- 29. Campus Drive Storm Sewer Extension Plan and Profile Drawing** - Quam Engineering, LLC will prepare the Campus Drive storm sewer extension plan and profile drawing. The plan will provide details for the storm sewer extension required to drain the south Banker Road proposed storm sewer. The plan and profile drawing will be plotted on 11"x17" paper at 1"=40' and/or 22"x34" paper at 1"=20'.

Schedule: March 11 – April 19, 2024

- 30. Landscape Plan** - Quam Engineering, LLC will prepare the Landscape Plan for the proposed streets and pond areas to meet City of Fort Atkinson requirements.

Schedule: March 11 – April 19, 2024

- 31. Street Signs and Lighting Plan** - Quam Engineering, LLC will prepare the Street Signs and Lighting Plan for the proposed public streets. The Site Lighting Plan will meet the requirements of the City of Fort Atkinson.

Schedule: March 11 – April 19, 2024

- 32. Pond Plan** - Quam Engineering, LLC will prepare the Final Pond Plan for the proposed pond between the Apartments Development and the wetlands. The Pond Plan will include the pond proposed contours, outfall structure details, pond cross section details, existing wetland boundary, potential pond outlot boundary, and modeled 2, 10, 25 and 100-year flood elevations.

Schedule: March 11 – April 19, 2024

- 33. Traffic Control Plan** - Quam Engineering, LLC will prepare the Traffic Control Plan. The Traffic Control Plan will include proposed signs, barricades, one-way road details, and temporary road closure details, to reflect details discussed with City staff.

Schedule: March 11 – April 19, 2024

- 34. Details Pages** - Quam Engineering, LLC will prepare the Details Pages. The Details Page will include the typical street cross section, erosion control details, sanitary sewer details, water main details, storm sewer details, restoration notes, and construction schedule.

Schedule: March 11 – April 19, 2024

- 35. Opinion of Probable Construction Costs (60% Plans)** - Quam Engineering, LLC will prepare the Opinion of Probable Construction Cost based upon the 60% plans.

Schedule: April 16 - 19, 2024

- 36. 60% Staff Review and Meeting** - Quam Engineering, LLC will provide the 60% completed Construction Plans to City staff along with a list of final detail items to discuss. Quam Engineering, LLC will attend a meeting with City staff to review the 60% plans and items to discuss. Quam Engineering, LLC will prepare meeting minutes to document discussed items and revision decisions.

Schedule: April 22 – 29, 2024

- 37. Draft Final Plan Set** - Quam Engineering, LLC will prepare the draft Final Plan Set to address City staff comments received and items discussed at the 60% staff review meeting. The draft Final Plan Set will be used for approvals and bidding.

Schedule: May 6 - July 1, 2024

- 38. Earthwork Evaluation w/ Color Map** – Quam Engineering, LLC will provide the earthwork cut fill evaluation color map to determine excavation and filling quantities and to display cut and fill depths. This item does not include revising street profiles to better balance cuts and fills because it is assumed the street profiles will be determined due to other design constraints.

Schedule: July 1 – 5, 2024

- 39. Opinion of Probable Construction Costs (Draft Final Plans)** – Quam Engineering, LLC will prepare the Opinion of Probable Construction Cost based upon the draft final plans.

Schedule: July 8 – 12, 2024

- 40. Erosion Control and Storm Water Management Report** - Quam Engineering, LLC will prepare the Erosion Control and Storm Water Management Report necessary to receive Wisconsin D.N.R., and City of Fort Atkinson Erosion Control and Storm Water Management approvals. The report will include the Existing Site Plan, Grading and Erosion Control Plans, Pre-development Drainage Basin Map, Post-development Drainage Basin Map, Pond Plan with Outfall Structure Detail, and Pond Cross Section Detail. The report will address erosion control, rate runoff control, 80% sediment control, infiltration, thermal control, and adequate outlets. The fee estimate assumes that one stormwater management pond will be designed for the development and that infiltration and thermal control are not required. The fee estimate includes storm sewer sizing and inlet spacing calculations. The report will be submitted to the City of Fort Atkinson and Wisconsin DNR for approvals.

Schedule: March 11 – July 1, 2024

- 41. Temporary Grading Easement Exhibits** - Quam Engineering, LLC will prepare the temporary grading easement exhibits for the grading to occur outside of the right-of-way. It is assumed that four easements will be required for Banker Road property owners (1 map exhibit and 4 legal descriptions) and two easements for Hawthorn Drive property owners (1 map exhibit and 2 legal descriptions).

Schedule: May 6 - July 1, 2024

- 42. Wisconsin DNR Water Resources Application for Project Permits (WRAPP) -** Quam Engineering, LLC will prepare and submit the Wisconsin DNR Water Resources Application for Project Permits for Notice of Intent approval. This application is required because the construction will disturb over an acre. The Consolidated Permit Application will include pictures, the Construction Erosion & Sediment Control, and Post-Construction Storm Water Management attachments. The WRAPP will be submitted for grading approval and the approval will typically be valid for three years. The fee estimate does not include resubmitting for future grading that may occur after the approval expires.

Schedule: July 1 – 12, 2024

- 43. Wisconsin D.N.R. Public Sanitary Sewer Extension Application -** Quam Engineering, LLC will prepare and submit the Sanitary Sewer Extension Application for Wisconsin D.N.R. approval for the proposed plan set.

Schedule: July 1 – 12, 2024

- 44. Wisconsin D.N.R. Public Water Main Extension Application -** Quam Engineering, LLC will prepare and submit the Water Main Extension Application for and Wisconsin D.N.R. approval for the proposed plan set.

Schedule: July 1 – 12, 2024

- 45. Street and Infrastructure Construction Specifications -** Quam Engineering, LLC will prepare the specifications in conformance with City of Fort Atkinson standards for the street and infrastructure construction.

Schedule: July 1 – 31, 2024

- 46. Bidding Administration -** Quam Engineering, LLC will prepare the street and infrastructure construction “Bid Form” (Quantities List), invite up to eight Contractors to bid, host the bidding, and prepare the resulting “Bid Tabulation”.

Schedule: August 1 – 31, 2024

COST ESTIMATES TABLE

Scope Item Description	Engineer III		Engineer II		Engineer I		Surveyor		Field Crew		Amounts	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hourly	App. Fee
		\$155		\$140		\$125		\$140		\$170		
Initial Staff Meeting	6	\$155										\$930
Topographic Collection	1	\$155			2	\$125	2	\$140	21	\$170		\$4,255
Ex. Site and Removals (Hawthorn)					6	\$125	2	\$140				\$1,030
Ex. Site and Removals (S. Banker)					6	\$125	2	\$140				\$1,030
Ex. Site (N. Banker, Trillium, Pond)					5	\$125	2	\$140				\$905
Prelim. Street & Utility (Hawthorn)	6	\$155	9	\$140	2	\$125						\$2,440
Prelim. Street & Utility (S. Banker)	6	\$155	9	\$140	2	\$125						\$2,440
Prelim. Street X-Sections (S. Banker)	4	\$155	7	\$140	2	\$125						\$1,850
Prelim. Street & Utility (N. Banker)	7	\$155	10	\$140	3	\$125						\$2,860
Prelim. Street & Utility (Trillium)	5	\$155	7	\$140	2	\$125						\$2,005
Prelim. Campus Dr./Banker Rd. Storm	3	\$155	6	\$140	2	\$125						\$1,555
Prelim. Stormwater Management	3	\$155	16	\$140								\$2,705
Prelim. Pond	3	\$155	4	\$140	2	\$125						\$1,275
Opinion of Prob. Const. Costs (30%)	2	\$155	10	\$140	2	\$125						\$1,960
30% Staff Review and Meeting	6	\$155										\$930
CSM (N. Banker)					8	\$125	18	\$140	8	\$170		\$4,880
Public Meetings	16	\$155			2	\$125						\$2,730
Cover Page			3	\$140	4	\$125						\$920
Grading and Erosion (Hawthorn)	6	\$155	8	\$140	2	\$125						\$2,300
Grading and Erosion (S. Banker)	6	\$155	8	\$140	2	\$125						\$2,300
Grading and Erosion (N. Banker)	7	\$155	9	\$140	3	\$125						\$2,720
Grading and Erosion (Trillium)	5	\$155	7	\$140	2	\$125						\$2,005
Street & Utility P&P (Hawthorn)	5	\$155	10	\$140	2	\$125						\$2,425
Street & Utility P&P (S. Banker)	5	\$155	10	\$140	2	\$125						\$2,425

COST ESTIMATES TABLE

Street X-Sections (S. Banker)	3	\$155	6	\$140	2	\$125			\$1,555	
Driveway X-Sections (S. Banker)	3	\$155	6	\$140	2	\$125			\$1,555	
Street & Utility P&P (N. Banker)	6	\$155	11	\$140	3	\$125			\$2,845	
Street & Utility P&P (Trillium)	4	\$155	8	\$140	2	\$125			\$1,990	
Campus Dr./Banker Rd. Storm P&P	2	\$155	5	\$140	2	\$125			\$1,260	
Landscape Plan	3	\$155	8	\$140	2	\$125			\$1,835	
Street Signs and Lighting Plan	2	\$155	6	\$140	2	\$125			\$1,400	
Pond Plan	2	\$155	5	\$140	2	\$125			\$1,260	
Traffic Control Plan	3	\$155	8	\$140	1	\$125			\$1,710	
Details Page	2	\$155	10	\$140	2	\$125			\$1,960	
Opinion of Prob. Const. Costs (60%)	2	\$155	10	\$140	2	\$125			\$1,960	
60% Staff Review and Meeting	5	\$155							\$775	
Draft Final Plan Set	10	\$155	22	\$140	8	\$125			\$5,630	
Earthwork Evaluation w/ Color Map	1	\$155	6	\$140					\$995	
Opinion of Prob. Const. Costs (Final)	3	\$155	12	\$140	2	\$125			\$2,395	
Erosion Control & Stormwater Report	5	\$155	20	\$140					\$3,575	
Temporary Grading Easements					8	\$125	10	\$140	\$2,400	
DNR WRAPP	1	\$155	12	\$140					\$1,835	\$560
DNR Public Sanitary Sewer App.	2	\$155	8	\$140					\$1,430	\$0
DNR Public Water Main App.	2	\$155	8	\$140					\$1,430	\$0
Construction Specifications	3	\$155	12	\$140					\$2,145	
Bidding Administration	12	\$155	12	\$140					\$3,540	

Totals: **\$95,425** **\$560**

ATTACHMENT D

RECENT PROJECT EXAMPLES

Liberty Business Park – City of Verona

Quam Engineering, LLC has prepared the street and utility plans for Liberty Business Park street and lot development phases since the subdivision was platted in 2014 and completed the Whalen Road reconstruction phase in 2023. Quam Engineering, LLC provided plan design and drafting, stormwater management design, approvals, surveying, construction staking, and construction administration for the 137 acre commercial subdivision with over 11,000 feet of designed streets. There has been some recent turnover with City of Verona staff so I feel the best point of contact regarding the history of this project is Carla Fischer with AECOM (Reviewing Engineer).

Serenity Estates Residential Subdivision – City of Sun Prairie

Quam Engineering, LLC has prepared the street and utility plans for Serenity Estates and the street and utilities construction was completed in 2023. Quam Engineering, LLC provided plan design and drafting, stormwater management design, approvals, surveying, construction staking, and construction administration for the 35 acre residential subdivision with approximately 3,000 feet of designed streets. The best point of contact at the City of Sun Prairie is Tom Veith (City Engineer).

ATTACHMENT E
TOPOGRAPHIC COLLECTION BOUNDARY MAP



FIRM	SCOPE / APPROACH	VALUE	PM / TEAM EXPERIENCE	VALUE	PROJECT EXAMPLES	VALUE	ADHERANCE TO FORMAT	VALUE	COST PROPOSAL	VALUE	TOTAL VALUE
QUAM	1. <i>Tasks clearly defined:</i> Yes, each step clearly laid out	5	PROS: Good practice area leads	3	PROS: Specific subdivision experience, good reference from Sun Prairie	3	PROS: Requested format met and appreciated	5	657 h. \$95,425 Avg - \$145/h	5	30
	2. <i>Schedule clearly defined:</i> Clear and as requested in RFP.	5									
	3. <i>Review of Background Info / Site :</i> A little vague in this category - too many assumptions	1	CONS: None	3	CONS: None	3					
	4. <i>Overall Scope Quality :</i> As requested	3									
SEH	1. <i>Tasks clearly defined:</i> Yes, succinct and well organized	5	PROS: Good practice area leads,	3	PROS: Good represented projects	3	PROS: Requested format met and appreciated	5	1256 h. \$195,949 Avg \$156/h	3	28
	2. <i>Schedule clearly defined:</i> Yes	3									
	3. <i>Review of Background Info / Site :</i> Not clear that background info was reviewed, though experience with d/s stormwater was mentioned	3	CONS: None	3	CONS: None	3					
	4. <i>Overall Scope Quality :</i> Overall a solid and clear scope, as requested	3									
KAJUR	1. <i>Tasks clearly defined:</i> Yes, assumptions and deliverables CLEAR	3	PROS: Good practice area leads,	3	PROS: 2 directly related examples of new construction	3	PROS: Requested format met and appreciated	5	2388 h. \$298,904 Avg \$125/h	1	28
	2. <i>Schedule clearly defined:</i> Yes	3									
	3. <i>Review of Background Info / Site :</i> Yes, although some misplaced, clearly some thought provided	5	CONS: None	3	CONS: None	3					
	4. <i>Overall Scope Quality :</i> Overall a solid and clear scope, as requested	5									
GRAEF	1. <i>Tasks clearly defined:</i> Yes	3	PROS: Good practice area leads,	3	PROS: Good examples, school coordination nice touch	3	PROS: Requested format met and appreciated	5	2045 h. \$265,511 Avg \$130/h	3	24
	2. <i>Schedule clearly defined:</i> Yes, poor formatting	3									
	3. <i>Review of Background Info / Site :</i> Mentioned GRAEF TIA, no other references specific to project	1	CONS: None	3	CONS: None	3					
	4. <i>Overall Scope Quality :</i> Overall acceptable, a few indications it was rushed, but generally met expectations	3									
MSA	1. <i>Tasks clearly defined:</i> Generally clear, tasks were a little out of orde	3	PROS: Good practice area leads,	3	PROS: Good	3	PROS: Requested format mostly met	3	1500 h. \$225,633 Avg \$150/h	3	22
	2. <i>Schedule clearly defined:</i> Yes	3									
	3. <i>Review of Background Info / Site :</i> Clearly reviewed some background docs (TIA but not wetland delineation) and looked at the site	3	CONS: None	3	CONS: Only 1 provided	3					
	4. <i>Overall Scope Quality :</i> Overall a solid and clear scope, as requested, some assumptions a bit unusual (platting, detention design, wetlands)	3									
CEDAR	1. <i>Tasks clearly defined:</i> Yes, though not in detail	3	PROS: Good practice area leads,	3	PROS: Good experience	3	PROS: None	1	2035 h. \$275,000 Avg \$135/h **a clear table of scope tasks and level of effort was not provided.	1	20
	2. <i>Schedule clearly defined:</i> Clear and as requested in RFP.	5									
	3. <i>Review of Background Info / Site :</i> Nothing provided that was specific to the project	1	CONS: Split into 2 teams but not clear why	3	CONS: Many more than was asked for	3	CONS: Requested format was not really followed				
	4. <i>Overall Scope Quality :</i> Scope listed as an approach, lacking deliverables and assumptions, added a significant public communication component	3									

1 Fails to meet expectations

3 Meets expectations

5 Exceeds expectations



MEMORANDUM

DATE: September 3, 2024

TO: Fort Atkinson City Council

FROM: Andy Selle, Director of Public Works

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

BACKGROUND

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



DISCUSSION

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

FINANCIAL ANALYSIS

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

RECOMMENDATION

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

ATTACHMENTS

1. Addendum 1 Costs Table 7-9-24

COST ESTIMATES TABLE

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

COST ESTIMATES TABLE

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

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

September 5, 2025

Andy Burt, PE, City Engineer
City of Fort Atkinson
101 N Main Street
Fort Atkinson, WI 53538

RE: Banker Road Roadway Design Project
City of Fort Atkinson

Mr. Burt:

KL Engineering is pleased to provide you with this proposal to provide design services for the Banker Road project for the WisDOT Local Program. This is a WisDOT STP funded project, WisDOT let scheduled for Aug 11, 2026, with 2027 construction. Based on our previous discussions with WisDOT it is anticipated that the let will be moved to January 12, 2027, with a PS&E Due date of August 1, 2026. The work will include the following based on our previous correspondence:

1. Environmental Documentation and Coordination

Estimated cost = KL \$12,650.00 + Chronicle Heritage \$11,450 = \$24,100.00

- i. Hazmat Report (Phase 1) – Complete according to the FDM. No further action is required beyond Phase 1.
- ii. Environmental Document (Categorical Exclusion Checklist (CEC)) – KL will complete according to the FDM.
- iii. WisDNR Concurrence – Prepare the initial contact letter and coordinate responses to WisDNR concerns and request concurrence.
- iv. Environmental Agency Coordination –
 - a. Coordinate with State Historical Society for Section 106 approval. An archaeological investigation is anticipated. KL has contacted Chronicle Heritage to complete the work and provide the required documentation. Their cost/effort is \$11,450 and their proposal is included in this submittal. The project is anticipated to be on the screening list for historical resources.
 - b. Coordinate with US Fish & Wildlife by completing the Information for Planning and Consultation (IPaC) documents for endangered species and the northern long-eared bat, tricolored bat and Indiana bat determination key.

2. 30% Preliminary Design –

Estimated cost = KL \$24,800.00

A. Design

- i. Details and Removal Plans – prepare the existing Site Plan, using the design files provided by Quam Engineering. Plan to include existing edges of street pavement, edges of driveway pavement, power poles, telephone pedestals, trees to be protected, culverts and removal items.
- ii. Existing Drainage and Stormwater Modeling – Using the design files and existing drainage contours provided by Quam, model existing conditions, develop a preliminary stormwater design and complete the required WisDOT documentation.

- iii. Vertical and Horizontal Geometrics – prepare preliminary Plan and Profile and Alignment Drawings.
- iv. Title Sheet, General Notes Sheet, Typical Section, Cross Sections, Earthwork and Slope Intercepts – prepare preliminary plan sheets.
- v. Pavement Design Report – complete for Wisconsin DOT review and City approval. Geotechnical borings and reports, if needed, will be by others.
- vi. Estimate of Quantities – Complete preliminary estimates.
- vii. Public Involvement Plan – complete a plan to coordinate with other impacted entities (emergency service, school districts). A Public Involvement Meeting is not anticipated or included in this scope. Letters will be sent to neighbors within 500' of the project to explain the project and establish point of contact for questions. Two coordination meetings with property owners on site are included.

3. 60% Preliminary Design –
Estimated cost = KL \$107,100.00

A. Design

- i. Details and Removal Plans – develop plans for 60% PS&E, includes driveways and intersection details.
- ii. Drainage Plan and Stormwater Modeling – develop stormwater design for 60% PS&E and finalize the required WisDOT documentation.
- iii. Storm sewer Design – develop conceptual design by Quam into Storm Sewer plan sheets
- iv. Sanitary Sewer and Water system Design– develop conceptual design by Quam into plan sheets. Includes two virtual meetings with City staff.
- v. Temporary Limited Easement Exhibits – prepare exhibits for temporary acquisition of properties for construction. Four parcels are assumed to be impacted.
 - a. Title searches will be needed for the 4 parcels and are estimated at \$500 each including updates.
 - b. KL will temporarily stake easements for real estate negotiations with property owners. No permanent monumentation is required because no fee acquisition is expected.
 - c. Real Estate negotiations and acquisition documents to be completed by others.
- vi. Title Sheet, General Notes Sheet, Typical Section, Alignment, Plan/Profile Sheets Cross Sections, Earthwork, Slope Intercepts and Erosion Control – develop plan sheets for 60% submittal.
- vii. Traffic Control Plan – develop of the Traffic Control Plan and Transportation Management Plan (TMP) for 60% submittal. Assume that Banker Road is closed and detoured for the entirety of construction. Includes TMP Review Meeting (virtual)
- viii. Design Study Report – complete the DSR for WisDOT review and approval.
- ix. Special Provisions to include General, Scope of Work, Prosecution and Progress, and Traffic sections
- x. Estimate of Quantities – Update preliminary estimates to 60% level.
- xi. Utility Coordination – lead the Utility Coordination, development of the Utility Work Plan and complete the required WisDOT documentation. WE Energies will provide lighting plans for the roadway to be incorporated into the project plans. One virtual meeting with utilities is anticipated.
- xii. Wisconsin DNR Public Sanitary Sewer & Water Extension Application – complete and submit documentation for approval.

4. Final PS&E (90% - 100% Level Design) –
Estimated cost = KL \$59,000.00

A. Design

- i. Title Sheet, General Notes Sheet, Typical Section, Alignment, Details and Removal Plans, Plan/Profile Sheets Cross Sections, Earthwork, Slope Intercepts and Erosion Control, Permanent Signing Plans – develop plan sheets for Pre – P.S. & E. (90%) submittal and revisions for final submittal.

- ii. Traffic Control Plan – develop of the Traffic Control Plan and Transportation Management Plan (TMP) for 90% & Final submittal.
- iii. Storm sewer Design – finalize plan sheets for 90% and final submittal
- iv. Sanitary Sewer and Water system Design – finalize plan sheets for 90% and final submittal and develop specifications for any proprietary items that require WisDOT justification. Includes two virtual meetings with City staff.
- v. Estimate of Quantities – finalize estimates for 90% and final submittal.
- vi. Special Provisions and PS&E Exhibits – complete the required exhibits and electronic submittals including the Plan Letter, Utility Status Report, Contract Time for Completion, Right of Way Certification, Notice to Contractor and Estimate Documentation Report.
- vii. Field Review Meeting – includes Design and City staff

5. Administration / Coordination / Public Involvement

Estimated cost = KL \$22,500.00

- i. Scheduling and contract Administration
- ii. Bi-weekly coordination meetings with City of Fort Atkinson (24 virtual)
- iii. Monthly meetings with City and WisDOT (12 virtual)
- iv. Operation Planning Meeting to kick off the project (in person)
- v. 60% and 90% P. S. & E. meetings (virtual)

Estimated Schedule for Deliverables –

Final Environmental Document (CEC)	November 1, 2025
Design Study Report Approved	December 1, 2025
Draft (90%) P.S.&E.	July 1, 2026
Final P.S.&E.	August 1, 2026

The proposal is based on the following:

- Quam Engineering has provided current design and base survey files.
- Quam has provided conceptual design of storm sewer, sanitary sewer and water services. KL will develop the design information to final plans to meet WisDOT standards.
- Additional survey is needed to cover impacted areas of Banker Road. The additional survey will be completed by Quam and an estimate for that work is not included in this proposal.
- Quam will complete the Banker Road final plat and monumentation and will provide a copy to KL. An estimate for that work is not included in this proposal.
- Real estate acquisition services are not included in this proposal.
- The sanitary sewer and water specifications will be coordinated with the City of Fort Atkinson and integrated into the Banker Road PS&E submittal.
- Quam Engineering and the City of Fort Atkinson will provide a list of utilities in the project area and any collected system maps.
- Geotechnical borings, if needed for the pavement design are not included in this proposal.

The total cost for KL Engineering's services will be billed on an hourly basis utilizing the enclosed Standard Billing Rate Schedule with a cost not to exceed \$226,050.00. The cost for Chronicle Heritage to complete their work is \$11,450.00 and is detailed in their attached proposal. The total cost for this proposal is \$237,500.00.

This work shall be completed in accordance with the attached General Terms and Conditions, which shall be considered a part of this contract upon the written approval indicated below. Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. No other warranty, either expressed or implied, is made.

Please let us know if you have any questions regarding this proposal. You may indicate your approval for us to proceed with the specific tasks by signing this proposal and returning it to us. You can contact me with any questions at 608-310-3806 or Gerry.schmitt@klengineering.com.

Sincerely,
KL Engineering, Inc.



Gerry Schmitt, P.E.
Discipline Leader, Design Support Services

Client: _____

Approved By: _____

Title: _____

Date: _____



STANDARD BILLING RATE SCHEDULE
EFFECTIVE NOVEMBER 1, 2024

Limited Term Employee	\$77.00
Administration	\$90.00
Senior Administration	\$110.00
Technician I	\$85.00
Technician II	\$90.00
Technician III	\$95.00
Technician IV	\$105.00
Technician V	\$110.00
Senior Technician I	\$120.00
Senior Technician II	\$130.00
Senior Technician III	\$140.00
Senior Technician IV	\$150.00
Senior Technician V	\$160.00
Surveyor I	\$90.00
Surveyor II	\$95.00
Surveyor III	\$100.00
Surveyor IV	\$110.00
Surveyor V	\$115.00
Senior Surveyor I	\$120.00
Senior Surveyor II	\$125.00
Senior Surveyor III	\$135.00
Senior Surveyor IV	\$140.00
Senior Surveyor V	\$145.00
Engineer I	\$113.00
Engineer II	\$117.00
Engineer III	\$124.00
Engineer IV	\$129.00
Engineer V	\$132.00
Senior Engineer I	\$135.00
Senior Engineer II	\$140.00
Senior Engineer III	\$150.00
Senior Engineer IV	\$160.00
Senior Engineer V	\$165.00
Senior Specialist I	\$125.00
Senior Specialist II	\$135.00
Senior Specialist III	\$145.00
Senior Specialist IV	\$155.00
Senior Specialist V	\$180.00
Technical Leader I	\$165.00
Technical Leader II	\$170.00
Technical Leader III	\$180.00
Project Leader I	\$165.00
Project Leader II	\$170.00
Project Leader III	\$180.00
Senior Technical Leader	\$185.00
Senior Project Leader	\$185.00
Discipline Leader	\$190.00
Director	\$205.00
Executive	\$220.00

Expenses

Out-of-pocket direct job expenses (reproductions, sub-consultants, equipment rental, etc.) at cost

Travel Expenses

Company or Personal Car Mileage IRS rate
Lodging and Subsistence at cost

Billing and Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice.

An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of the invoice.

This schedule of billing rates is effective November 1, 2024 and will remain in effect until October 31, 2025 unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

KL ENGINEERING, INC.
General Terms and Conditions of the Engineering Services

1. KL Engineering, Inc. will begin engineering services upon written authorization to proceed. Receipt of a signed contract will be considered written authorization. For projects requiring phased services a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases, when applicable, shall be divided into study and report phase, preliminary design phase, final design phase and construction phase.
2. KL Engineering, Inc. will bill the Client monthly with net payment due in thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1½% per month. In addition, KL Engineering, Inc., may after, giving seven (7) days' written notice, suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
3. The quoted fees and scope of engineering services constitute the estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. KL Engineering, Inc., will promptly inform the Client in writing of such situations so that changes in this agreement can be made as required.
4. Costs and schedule commitments shall be subject to change for delays caused by the Client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
5. KL Engineering, Inc., will maintain insurance coverage for: Worker's Compensation, General Liability, Auto Liability, and Professional Liability. KL Engineering, Inc., will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Client. The liability of KL Engineering, Inc., to the Client for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amounts which KL Engineering, Inc., has in effect.
6. Client shall indemnify and hold harmless KL Engineering, Inc. from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of Client or any person or organization for which Client is legally liable. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
7. In the event of a dispute between KL Engineering, Inc. and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation fail to resolve the dispute, KL Engineering, Inc. and Client agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
8. Termination of this agreement by the Client or KL Engineering, Inc., shall be effective upon seven (7) days' written notice to the other party. The written notice shall include the reasons and details for termination. KL Engineering, Inc., will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the Client violates the agreements entered into between KL Engineering, Inc., and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, KL Engineering, Inc., may upon seven (7) days' written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of KL Engineering, Inc.
9. Reuse of any documents and/or engineering services pertaining to this project by the Client or extensions of this project or on any other project shall be at the Client's sole risk. The Client agrees to defend, indemnify, and hold harmless KL Engineering, Inc., from all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or engineering services by the Client or by others acting through the Client.
10. KL Engineering, Inc., will provide engineering services in accordance with generally accepted professional practices. KL Engineering, Inc., does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, KL Engineering, Inc., will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. KL Engineering, Inc., intends to serve as the Client's professional representative for those services as defined in this agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by KL Engineering, Inc., for the Client are rendered on the basis of experience and qualifications and represents the professional judgment of KL Engineering, Inc. However, KL Engineering, Inc., cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Client agrees to hold KL Engineering, Inc., harmless for any claim arising out of or related in any way to project or construction costs.
12. This agreement shall not be construed as giving KL Engineering, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
14. This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing duly executed by the parties hereto.
15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.



April 18, 2025

24-PC-06046

Gerry Schmitt, PE
KL Engineering

**RE: Phase I Cultural Resource Investigations
WisDOT ID 3991-02-06 Local Roads
Banker Road Roadway Design Project
Campus Drive to Hoard Road
Jefferson County, Wisconsin**

Dear Gerry Schmitt,

Chronicle Heritage is pleased to provide KL Engineering with a cost estimate for archaeological survey in support of a road move project. Chronicle Heritage will conduct survey and reporting in accordance with the *Guide to Public Archaeology in Wisconsin* (2024) and will meet Wisconsin State Historic Preservation Office (SHPO) reporting standards.

Based on the information provided to Chronicle Heritage on April 14, 2025, is our understanding that the Project will take place along Banker Road in Fort Atkinson between Campus Drive and Hoard Road. The Project will involve re-aligning a section of Banker Road to the west and installing sidewalks on both sides of the road between the Project termini.

Tasks—Mobilization

Preparation for field investigations will entail the following:

- Much of the project is in parcels owned by the City of Fort Atkinson. Prior to fieldwork, Chronicle Heritage will obtain a Wisconsin Archaeology Public Lands Permit for the City of Fort Atkinson lands.
- Prior to the archaeological survey, Chronicle Heritage will secure site file and survey documentation from the Wisconsin Historic Preservation Database (WHPD) and review the National Register of Historic Places (National Register). This will include compiling data on all previously reported archaeological sites, burial sites, cultural resource surveys, and inventoried above-ground structures in and within one mile of the project area.
- Chronicle Heritage will also review historic maps and plats as appropriate to establish a sense of the historic settlement pattern and potential site locations within the project survey area.
- Our GIS staff will prepare GIS files for previous cultural resource surveys, recorded sites, and cemeteries located within the survey area.
- Chronicle Heritage will coordinate with KL Engineering to ensure access to the project survey area by the archaeology survey crew has been granted. It is expected KL Engineering will obtain permission from private landowners for survey access.
- The Principal Investigator will compile background materials for review with field personnel in advance of the field survey.

- Chronicle Heritage will prepare an Activity/Hazard Analysis and conduct a safety training chartering call with staff.
- Chronicle Heritage will perform utility locate calls.

Tasks—Fieldwork

- Archaeological field work will consist of Phase I survey of approximately 12.28 acres, encompassing the new road and sidewalk location and the space between the proposed road location and the extant alignment of Banker Road.
- The archaeological field survey will be conducted in one mobilization by a one (1) person crew from Chronicle Heritage's Milwaukee office.
- The crew will locate survey areas with GPS and aerial photographs.
- In areas with 30% or better surface visibility, pedestrian surface survey will be conducted along transects spaced at a maximum of 5-meter (m)(16 foot [ft]). It is expected that 29% of the survey area (3.7 acres) will have adequate visibility for pedestrian survey.
- Shovel testing will be conducted in areas with less than 30% surface visibility. It is estimated approximately 42% of the survey area (5.1 acres) will require shovel testing.
 - Shovel tests will be excavated at 15-m (50-ft) intervals along transects spaced 15 m (50 ft) apart.
 - Shovel tests will measure a minimum of 30 x 30 centimeters (cm), and will have an average depth of 30 cm, extending down to sterile soil (e.g., the B Horizon). All soil screened through 0.25-inch mesh.
 - For reasons of safety, shovel tests will not be placed near buried utilities, pipelines, or standing structures.
- Paved, visibly disturbed, wet, or excessively sloped areas will be documented photographically. This is estimated to be approximately 29% (3.6 acres) of the total survey area.
- Archaeological sites discovered in the field will be adequately recorded. Each identified archaeological site will be delineated by (as appropriate) close-interval (3 m) surface survey or by cruciform of shovel tests spaced no greater than 10 m (33 ft) apart (as subsurface conditions and the limits of the survey area allow), and the vertical and horizontal limits of each site within the survey area will be determined to the extent feasible.
 - Depths of artifacts identified in shovel tests will be recorded.
 - Site boundaries will not be pursued beyond the survey area.
- Survey coverage areas, surface artifacts, all positive shovel tests, and site boundaries will be plotted with submeter GPS.

Tasks—Laboratory and Reporting

- Chronicle Heritage will analyze spatial data and artifact information recorded in the field for all archaeological sites.
- Chronicle Heritage will conduct additional background research associated with historic sites to provide historic background necessary to assess potential National Register eligibility.
- Chronicle Heritage will prepare an archaeological survey report that will meet Wisconsin SHPO requirements and will submit the completed report to KL Engineering for review within 15 business days of fieldwork completion.

- The report will document the results of pre-field research and survey and will be fully illustrated with maps and photographs. If no sites are identified, Chronicle Heritage anticipates that a letter report will be a sufficient report format.
- Chronicle Heritage will identify, to the extent possible, the cultural affiliation of each site identified and will identify any National Register -eligible resources within the revised workspace and those that require additional research before National Register status can be identified, including recommendations for additional testing will be explained and specific testing methods.
- Chronicle Heritage will offer Phase II/evaluation plans for any resources needing such effort.
- Chronicle Heritage will create GIS layer of survey coverage and all resources identified during the pre-field research and survey.
- There will be one round of review of Chronicle Heritage's survey report by KL Engineering.
- Chronicle Heritage will prepare artifacts for curation or return them to the landowner, as directed. Chronicle Heritage maintains a curation agreement with the University of Wisconsin–Milwaukee. This proposal does not include curation costs.

All project tasks beyond this scope of work will be subject to a separate scope and timeline.

Assumptions

The anticipated costs of the project are based on the following assumptions. Any deviation from these assumptions may result in the need for a contract modification to cover additional costs:

- KL Engineering will provide Chronicle Heritage with a signed contract and Notice to Proceed.
- The required survey will not exceed 12.5 acres.
- Field investigations will be conducted in a single mobilization when weather conditions permit (i.e., no snow cover or frozen ground).
- It is assumed that ground surface visibility will allow pedestrian survey across 29% of the survey area (3.7 acres).
- It is assumed no more than 42% of the survey area (5.1 acres) will require shovel testing due to low visibility. A maximum of **95** shovel tests is anticipated in low-visibility areas.
- No archaeological sites will be identified. Preliminary review indicates that no archaeological sites have been reported in or adjacent to the project area.
- **Curation costs not included.**
- No human remains or evidence of human burials anticipated.
- This request for a cost estimate **does not include tribal consultation**, and all agency and tribal consultation including follow-up calls and meetings, will not be the responsibility of Chronicle Heritage.
- This request for a cost estimate **does not include Phase II site testing/evaluation or Phase III data recovery work.**
- This request for a cost estimate **does not include architecture/history survey or reporting.**
- It is assumed a letter report will be a sufficient report format for the results of the archaeological survey.
- There will be one round of review of Chronicle Heritage's survey report by KL Engineering.
- Chronicle Heritage to provide shapefiles documenting survey results.

Schedule

Chronicle Heritage will commence project coordination within one working day of receipt of a signed contract and Notice to Proceed. Field survey will be scheduled to be completed when a one(1) person crew can be made available for the projected one(1) week duration of survey. Archaeological survey will not occur during winter conditions (i.e., snow cover or frozen ground) as the Wisconsin SHPO will not accept the results of fieldwork conducted under those conditions.

Chronicle Heritage will work with KL Engineering to meet the scheduling needs of the project. Draft reporting for the project will be submitted to KL Engineering within 15 business days of fieldwork completion.

Cost Estimate

Based on our assumptions, Chronicle Heritage proposes to complete archaeological survey and associated reporting for 12.28 acres in Fort Atkinson, Jefferson County for a cost not to exceed **\$11,450.00**.

Chronicle Heritage appreciates the opportunity to submit this proposal. Please do not hesitate to contact me at 612.246.0509 or rjones@chronicleheritage.com should you have questions or concerns regarding the proposed scope of work.

Sincerely,



Rhiannon Jones, M.A., RPA
Archaeological Principal Investigator



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Bruce Peterson, Fire Chief

RE: Review and possible action relating to an Agreement between the City of Fort Atkinson and the Town of Koshkonong for Fire/EMS Services (Peterson, Fire Chief)

BACKGROUND

The Fort Atkinson Fire Department provides fire protection and emergency medical services to the City and parts of the surrounding townships of Hebron, Koshkonong, Sumner, Oakland, and Jefferson. Current agreements include an EMS contract expiring December 31, 2025, and a fire protection contract expiring December 31, 2029. The intent of the new contract was to combine both services into a single long-term agreement with equitable cost sharing. Negotiations began in April 2025 and concluded in August 2025. As of the date of this memo, all Towns except Sumner have approved this agreement, resulting in five separate but identical contracts now before the City Council. The Town of Sumner is scheduled to review this matter at a meeting on September 14, 2025.

DISCUSSION

The new agreement establishes a fair and equitable distribution of operating and capital equipment costs for each township and the City. Costs are divided into five areas: Fire Operations, EMS Operations, Shared Fire Capital Equipment, EMS Capital Equipment, and Township-Specific Capital Equipment and Repairs.

- Operating costs are based on annual good faith budget estimates, with no “true up,” giving the City full control over the operations and management of the department.
- Cost sharing is based on assessed value, population, and incident response data for each area served.
- All capital equipment remains city-owned, with costs shared among all users and amortized over longer periods. This reduces annual expenses while ensuring proper planning for replacement and future needs. Township-specific equipment (such as water tenders) is funded separately, so the City does not contribute to those purchases or repairs.
- Fire prevention, inspection activities, and related ordinances are aligned with the City’s

requirements. This creates consistency across the service area, improves compliance, and simplifies enforcement.

- A three-year notification requirement is included for any changes to service boundaries, in part or in whole, establishing stability in the service area and preventing incursion from other departments.
- A five-year “Cost Allocation” review is included. At that time:
 - Updated criteria (assessed value, population, call volume) will be applied.
 - Capital equipment projections will be reviewed and updated with revised cost projections and purchases.
- The 10-year contract provides long-term stability for fire and EMS services within the coverage area.

FINANCIAL ANALYSIS

The contract provides a stable and predictable revenue stream while maintaining the City’s operational control. Key financial elements include:

- Cost allocations ensure each township pays its fair share of operating and capital costs.
- Capital equipment costs are amortized over longer periods, reducing annual expenses, while township-only equipment is funded separately.
- The five-year “Cost Allocation” review allows updated financial criteria and capital equipment projections to maintain equitable cost sharing.
- Overall, the agreement supports the Fire Department’s ability to maintain staffing, training, and equipment while protecting the City’s financial interests.

While the exact total payment from the Towns to the City will not be known until the annual budget is complete, staff did project such payments during the negotiation of the contracts. Additionally, the projections are included as part of the contract document. The table below summarizes the projected annual payments to the City from each Town included in the contract from 2026-2030. These total include both operating and capital equipment costs.

ANNUAL TOTAL - PROJECTION					
	2026 Projection	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Hebron Township	\$ 78,348.32	\$ 84,424.88	\$ 87,680.64	\$ 91,698.73	\$ 100,191.43
Jefferson Township	\$ 47,011.55	\$ 51,783.61	\$ 53,732.24	\$ 56,625.31	\$ 63,244.70
Koshkonong Township	\$ 465,448.52	\$ 513,559.72	\$ 532,848.81	\$ 561,862.44	\$ 628,568.83
Oakland Township	\$ 158,203.23	\$ 174,711.68	\$ 181,267.25	\$ 191,195.49	\$ 214,079.33
Sumner Township	\$ 72,581.21	\$ 79,930.94	\$ 82,939.51	\$ 87,398.48	\$ 97,594.01

RECOMMENDATION

Staff recommends the City Council take separate action to approve each Agreement for Fire/EMS service with the Towns of Koshkonong, Oakland, Jefferson, Hebron, and Sumner as presented and authorize the City Manager to execute.

ATTACHMENTS

1. FINAL 25-0630 CoFA Township Contract w. Exhibits (Koshkonong) 4924-5648-9055.1
2. FINAL 25-0630 CoFA Township Contract w. Exhibits (Hebron) 4920-1595-6063.1
3. FINAL 25-0630 CoFA Township Contract w. Exhibits (Oakland) 4920-3876-2591.1
4. FINAL 25-0904 CoFA Jefferson Township Contract
5. FINAL 25-0630 CoFA Township Contract w. Exhibits (Sumner) 4900-1645-2703.1

CITY OF FORT ATKINSON

And

TOWNSHIP FIRE AND EMS AGREEMENT

This Agreement is made and entered into as of January 1, 2026, by and between the City of Fort Atkinson, a municipal corporation located in Jefferson County, Wisconsin (hereinafter, the “City”), and the Town of Koshkonong, a township in Jefferson County, Wisconsin (hereinafter, the “Town”).

RECITALS:

WHEREAS, the City operates a fire and emergency medical services (EMS) department capable of providing such services to surrounding jurisdictions;

WHEREAS, the Town desires to enter into this Agreement with the City for the provision of fire protection and EMS services to a portion or all of the Town as further described in the Agreement;

WHEREAS, the City and Town currently maintain separate fire protection and EMS contracts with differing expiration dates (collectively, the “Prior Agreements”) and intend to combine and supersede such contracts by entering into this Agreement;

WHEREAS, the City intends to enter into the same agreement as this Agreement (except for service area and township party) with the Towns of Oakland, Sumner, Jefferson, Koshkonong, and Hebron.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

SECTION 1 – Scope of Services

The City agrees to provide comprehensive fire protection and emergency medical services to the portion of the Town depicted and described on the attached Exhibit A.

These services include, but are not limited to, fire suppression, emergency medical services (EMS), fire prevention and inspections, water rescue and auto extrication.

SECTION 2 – Authority and Oversight

Fire Department Management

The City shall have sole authority over Fire and EMS department management. The Fire Chief shall determine staffing, operations, and service delivery methodology for the portion

of the Town served under this Agreement and any other Towns or portions thereof served under the Agreement.

Personnel and Equipment

The City shall furnish all necessary personnel, equipment, and apparatus to perform the services outlined in this Agreement. The Fire Chief, or their designee, shall determine the appropriate personnel and equipment dispatched to each incident.

Station Staffing

The City shall maintain 24-hour staffing of fire and EMS personnel at its fire station in order to sufficiently perform the fire services and EMS under this Agreement. The City shall notify the Town in advance of any changes in full-time staffing levels. The City shall participate in the Mutual Aid Box Alarm System (MABAS) program to ensure the service area under this Agreement is sufficiently covered.

Grant of Authority

When rendering services under this Agreement, the City and its personnel shall possess all powers granted under Wis. Stat. § 213.095 and other applicable statutes.

SECTION 3 – Funding Formulas: Fire Operations, EMS, and Capital Equipment

The total annual cost for each participating Town shall be determined by calculating five separate components, each using a specific method as outlined below. These five components are as follows: (A) Fire Operations Budget; (B) Net EMS Operations Budget; (C) Fire Capital Budget; (D) EMS Capital Budget; and (E) Town-Only Fire Capital Budget. The total cost for each Town will be the sum of its proportionate share from Sections A through E.

Annual Budget Adjustments and Projections

The City will provide a proposed budget for the Fire Operations Budget (Section 3.A) and EMS Operations Budget (Section 3.B) to the Town's governing body by October 1st of each year, which shall be applicable for the following year. While these annual amounts may change based on operational needs and economic factors, the City has provided its best good-faith projected annual Fire Operations Budget and EMS Operations Budget totals for the first five years of this 10-year Agreement in Table 6 below, with the understanding that all data will be updated for the last five years of the Agreement per Section 7. Payments for Sections 3.A and 3.B. will be based solely on the provided annual budget totals. There will be no subsequent "true-up" or adjustment based on actual costs incurred during the year. If the actual costs related to Fire Operations exceed the Fire Operations Budget for that

particular year, then the City shall be responsible for such additional costs in excess of the Fire Operations Budget amount. If the actual costs related to EMS Operations exceed the EMS Operations Budget for that particular year, then the City shall be responsible for such additional costs in excess of the EMS Operations Budget amount.

Prior to November 1, the City (through its Fire Chief) shall make an annual budget presentation to the Town Board in a manner similar to the annual budget presentation provided to the City Council (including any relevant documents provided to the City Council).

A. Fire Operations

The City shall develop an annual budget for Fire Operations known as the “Fire Operations Budget,” which includes personnel, facility operations, training, administrative costs, and other related annual operating expenses. The total annual budget amount shall be shared by the City and all participating Towns using the following allocation method:

- One-third (1/3) based on equalized assessed property value (land and improvement value) (EAV) of each party’s respective service area, calculated by dividing each party’s EAV by the total EAV of all participating entities (City and Towns). The value data used for this calculation has been agreed upon by all parties. The data was provided by the Jefferson County Land Information Division (derived from equalized values determined by the State of Wisconsin Department of Revenue) for the last full year available when the Agreement was written (2024). It is shown in Table 1 below.

Table 1: EAV of each party (2024) as a percentage of the total.

FIRE & EMS Equalized Value	Total EAV	% of Total
City of Fort Atkinson	\$1,352,955,444	54.929%
Hebron Township	\$107,699,834	4.373%
Jefferson Township	\$67,399,521	2.736%
Koshkonong Township	\$623,877,672	25.329%
Oakland Township	\$201,143,328	8.166%
Sumner Township	\$110,017,013	4.467%
Total	\$2,463,092,812.00	100.000%

- One-third (1/3) based on population of each party’s respective service area, calculated by dividing each party’s population by the total population covered under this Agreement. The population data used for this calculation has been agreed upon by all parties. The data was provided by the Jefferson County Land Information Division (derived from U.S. Census data published by the Wisconsin Department of

Administration) and reflects the population estimate from 2023. It is shown in Table 2 below.

Table 2: Population of each party's respective service area (2023) as a percentage of the total.

FIRE & EMS Population	Total Population (2023)	% of Total
City of Fort Atkinson	12,502	67.085%
Hebron Township	656	3.520%
Jefferson Township	355	1.905%
Koshkonong Township	3438	18.448%
Oakland Township	1185	6.359%
Sumner Township	500	2.683%
Total	18,636	100.000%

- One-third (1/3) based on emergency call volume, calculated by dividing each party's number of emergency calls by the total number of calls during the period of January 1, 2023 through June 30, 2025. Emergency calls include all dispatched fire and EMS incidents originating within each jurisdiction. The call volume data used for this calculation has been agreed upon by all parties. The data was provided by the Fort Atkinson Fire Chief and staff. It is shown in Table 3 below.

Table 3: 1/1/2023 – 5/31/25 Call Volume as a percentage of the total

FIRE & EMS Call Volume	2023	2023 % of Total	2024	2024 % of Total	2025 (01/01/2025 to 05/31/2025)		Total	
City of Fort Atkinson	1727	83.189%	1720	82.336%	732	82.712%	4179	82.752%
Hebron Township	43	2.071%	44	2.106%	17	1.921%	104	2.059%
Jefferson Township	20	0.963%	14	0.670%	6	0.678%	40	0.792%
Koshkonong Township	191	9.200%	208	9.957%	86	9.718%	485	9.604%
**Oakland Township	74	3.565%	74	3.542%	31	3.503%	179	3.545%
Sumner Township	21	1.012%	29	1.388%	13	1.469%	63	1.248%
Total (non mutual aid)	2076	100.000%	2089	100.000%	885	100.00%	5050	100.000%

**Oakland uses 2025 projection back to 2023 and 2024

The average of these three percentages, as shown below in Table 4, determines each party's annual, proportionate share of the Fire Operations budget.

Table 4: Average of Population, Equalized Value, and Call Volume

Parties to Agreement	Population	EAV	Call Volume	Average
City of Fort Atkinson	67.085%	54.929%	82.752%	68.256%
Hebron Township	3.520%	4.373%	2.059%	3.317%
Jefferson Township	1.905%	2.736%	0.792%	1.811%
Koshkonong Township	18.448%	25.329%	9.604%	17.794%
Oakland Township	6.359%	8.166%	3.545%	6.023%
Sumner Township	2.683%	4.467%	1.248%	2.799%
Total	100.000%	100.000%	100.000%	100.000%

Any annual increase to the Fire Operations Budget shall be the lesser of: (i) the City’s actual projected costs to continue managing and operating its Fire Operations in a manner consistent with its Fire Operations standards in effect as of the date of this Agreement; or (ii) seven percent (7%).

B. EMS Operations

The City shall develop an annual EMS Operations budget. Projected revenue from EMS billing for services provided to the City and all Towns shall be subtracted from total expenses to determine the “Net EMS Operating Budget.” This Net EMS Operating Budget shall be proportionately shared by all participating Towns (excluding the City) using the same allocation method described above:

- One-third (1/3) based on EAV
- One-third (1/3) based on population served
- One-third (1/3) based on emergency call volume from January 1, 2023 through June 30, 2025

The average of these three percentages, as shown in Table 5, determines the Town's annual, proportionate share of the Net EMS Operations Budget.

Table 5: Town Average of Population, Equalized Value, and Call Volume

Parties to Agreement	Population	EAV	Incidents	Average
Hebron Township	10.694%	9.701%	11.940%	10.779%
Jefferson Township	5.787%	6.071%	4.592%	5.484%
Koshkonong Township	56.048%	56.198%	55.683%	55.977%
Oakland Township	19.319%	18.119%	20.551%	19.329%
Sumner Township	8.151%	9.910%	7.233%	8.432%
Total	100.000%	100.000%	100.000%	100.000%

Any unused or unassigned fund balance allocated to the EMS Operations Budget in a particular year shall remain in the City’s EMS fund and shall be utilized for EMS purposes. At the point of recalculation described below, any positive fund balance shall be used to offset EMS Capital Equipment purchase.

The Fire Operations Budget and Net EMS Operations Budget projections for 2026-2030 are included as Table 6 below.

Table 6: Projected Fire and EMS Operating Budgets 2026-2030

City of Fort Atkinson Projected Operating Budgets 2026-2030					
	2026	2027	2028	2029	2030
Fire Operating	\$ 1,680,593.11	\$ 1,767,201.47	\$ 1,853,983.88	\$ 1,928,675.47	\$ 2,053,047.84
EMS Operating (Net)	\$ 95,162.00	\$ 153,579.96	\$ 160,452.96	\$ 188,541.91	\$ 268,175.12

C. Shared Fire Capital Equipment

The City shall project shared fire capital equipment needs and the associated costs for Fire Operations during the ten-year term of this Agreement (the “Fire Capital Equipment”). This includes vehicles and major equipment used jointly by the City and Towns. The total ten-year cost shall be amortized over a 20-year period to determine an annual cost for capital purchases, with annual contributions by each party intended to provide consistent funding for future purchases. The agreed upon Shared Fire Capital Improvements Plan 2026-2035 is included in this Agreement as Exhibit B.

These annual costs shall be shared by the City and all participating Towns using the percentages outlined in Table 4.

Any unused or unassigned fund balance allocated to the Fire Capital Budget in a particular year shall be utilized for the purchase of Fire Capital Equipment in a future year. Except as expressly set forth on Exhibit B and as updated as part of the recalculation described in this Agreement, the Town shall not be responsible for costs related to the purchasing of any other Fire Capital Equipment.

D. EMS Capital Equipment

The City shall project the needs and the associated costs for EMS-specific capital equipment, including EMS apparatus, ambulances, and major medical equipment, for the ten-year term of this Agreement (the “EMS Capital Equipment”). The total projected cost shall be amortized over ten (10) years to determine an annual cost. The agreed upon EMS Capital Improvement Plan 2026-2035 is included in this Agreement as Exhibit C. This annual cost shall be shared by the City and the Towns using the percentages outlined in Table 4.

Any unused or unassigned fund balance allocated to the EMS Capital Budget in a particular year shall be utilized for the purchase of EMS Capital Equipment in a future year. Except as expressly set forth on Exhibit C and as updated as part of the recalculation described in this Agreement, the Town shall not be responsible for costs related to the purchasing of any other EMS Capital Equipment.

E. Township-Specific Capital Equipment & Repairs

The City and the Towns understand and agree that certain fire apparatus are necessary only for the fire protection in the Towns, where high-capacity, pressurized water is not readily available. The City and the Town agree that when such equipment is purchased solely for the benefit of Towns (e.g., water tenders) (the “Town-Only Fire Capital Equipment”), the City shall purchase and own the Town-Only Fire Capital Equipment but shall not contribute

to its purchase or repair costs beyond routine preventive maintenance, fuel, and minor in-house repairs. The agreed upon Town-Only Fire Capital Improvement Plan 2026-2035 is included in this Agreement as Exhibit D.

These costs shall be amortized over 20 years to determine the annual cost and paid only by the benefiting Town(s), with the total annual cost for said equipment divided among the benefiting Town(s) per the percentages outlined in Table 5. See Exhibit E for the annual cost.

Any unused or unassigned fund balance allocated to the Town-Only Fire Capital Budget in a particular year shall be utilized for the purchase of Town-Only Fire Capital Equipment in a future year. The proceeds from the sale of any Town-Only Fire Capital Equipment shall be utilized for purchasing Town-Only Fire Capital Equipment.

The annual cost of the three capital categories for 2026-2030 are included as Table 7 below.

Table 7: Projected Capital Budgets 2026-2030

City of Fort Atkinson Projected Capital Budgets 2026-2030					
	2026	2027	2028	2029	2030
Fire (shared)	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00
EMS	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30
Town Fire Equipment	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00

SECTION 4 – Payment Terms

Annual Fees

Each Town's total annual fee will be a comprehensive sum calculated from its proportionate share in the five distinct cost categories outlined in Section 3:

Fire Operations (Section 3.A)

EMS Operations (Section 3.B)

Shared Fire Capital Equipment (Section 3.C)

EMS Capital Equipment (Section 3.D)

Township-Specific Capital Equipment & Repairs (Section 3.E)

This total annual amount for the Town will serve as the basis for its quarterly invoicing and is attached to the Agreement as Exhibit E. In each year as part of the City's proposed budget submitted to the Town for approval, the City shall itemize the specific amounts

allocated to each of the five cost categories that, when added together, makes up the Town's total payment.

Quarterly Invoicing

The City will provide invoices to the Town quarterly, and payments are due on March 1, June 1, September 1, and December 1 of each year. The City shall deliver each quarterly invoice at least 30 days before the invoice's applicable due date.

Late Payments and Non-Payment

A payment shall be deemed late if it is made 30 or more days after the applicable payment due date. Late payments will accrue interest at a rate of 1.5% per month. If payments are consistently late (the fourth or subsequent occurrence of a late payment), the City Manager may refer the matter to the City Council for appropriate action, which could include the City's suspension of fire service and EMS within the Town that is delinquent until the Town that is delinquent satisfies any balance that is due and owing.

SECTION 5 – Term and Renewal

This Agreement shall commence on January 1, 2026, and remain in effect through December 31, 2035, unless terminated earlier in accordance with Section 6.

The intent of the City and the Town is to continue this mutually beneficial relationship. As such, the City and Town may agree to up to two (2), five-year optional extensions of this Agreement upon the adoption of a joint resolution by the governing bodies of the City and the Town, with each extension triggering a recalculation of the formulas in Section 3 and the payments in Section 4.

SECTION 6 – Early Termination by a Town; Expansion of Town service area

The City and the Town intend to remain fully committed to this Agreement for its entire term and within the defined geographic boundaries for fire and EMS services. The City and the Town recognize that any reduction in a Town's service area can create a financial burden for the City, the Town, and any other towns in the service area.

If the Town takes action to terminate its fire and/or EMS service, whether in whole or in part of any established geographical boundary defined in this Agreement, the Town shall provide written notice to the City at least three (3) years prior to the termination becoming effective. The Town will remain financially obligated to the City for all applicable operational and capital costs under this Agreement prior to the termination becoming effective.

Proposals to expand a Town's service area under this Agreement can be considered by mutual consent and must occur by joint resolution approved by the governing bodies of

the City and the applicable Town. The City and the Town will calculate a cost for each cost category for the additional service area until such time that the formulas and payments are recalculated over the entire service area. Prior to recalculation, the Town's payment for the City to serve the added Town territory shall be proportionately allocated to each annual Fire Operations Budget, Net EMS Operations Budget, Fire Capital Budget, EMS Capital Budget, and Town-Only Fire Capital Budget.

The City shall notify the Town if the City adopts a joint resolution to add additional territory under this Section or if the City receives a termination notice from another Town.

SECTION 7 – Recalculation and Review

During the calendar year 2030, the below metrics will be updated based on the most recent available data:

- EAV data will be sourced from Jefferson County (derived from the State of Wisconsin Department of Revenue).
- Census Population Figures: Data will be sourced from Jefferson County (derived from U.S. Census data published by the Wisconsin Department of Administration).
- Four-year average emergency call volume: (January 1, 2026 – December 31, 2029)

The City and the Town will reconvene in the fourth quarter of 2030 to review the projected Fire Operations Budget and EMS Operations Budget for 2031-2035 based on the updated EAV, population, and emergency call volume metrics. The updated metrics will be utilized for the remainder of the initial term of the Agreement (2031-2035).

Furthermore, at the recalculation point, projected costs for the Fire Capital Equipment, EMS Capital Equipment, and Town-Only Fire Capital Equipment to be purchased in 2031-2035 as shown on Exhibits B, C, and D will be updated based on written estimates obtained from the City's equipment vendors/suppliers (to the extent that the City can in good faith obtain such written estimates from third party vendors/suppliers, and if a written estimate cannot be obtained, utilizing costs that customary for the industry).

Any Fire Capital Equipment, EMS Capital Equipment, and Town-Only Fire Capital Equipment added to Exhibits B, C, and D shall be amortized over a period utilized for similar equipment in the Agreement (20 years for Fire Capital Equipment, 10 years for EMS Capital Equipment, and 20 years Town-Only Fire Capital Equipment) and beginning on the effective date of recalculation (January 1, 2031).

After Exhibits B, C, and D have been updated as part of the recalculation, the Town shall not be responsible for costs related to the purchasing of any other Fire Capital Equipment and EMS Capital Equipment.

SECTION 8 – Fire Prevention and Code Enforcement

Ordinance Adoption

The Town shall adopt and maintain a fire prevention and inspection ordinance, including enforcement provisions mutually acceptable to both parties. Such ordinances include fire/EMS facility fees, fire reinspection fees, and self-reporting/electronic fire inspection remittance. These ordinances shall remain in effect throughout the term of this Agreement.

Inspections and Enforcement

The City Fire Chief or designee shall conduct inspections of buildings in accordance with applicable codes and state law. The Town agrees to support enforcement efforts for fire code violations.

SECTION 9 – Insurance and Liability

Insurance

The City shall maintain insurance coverage appropriate to the services provided, including general liability, vehicle liability, and workers' compensation.

Driveway Damage Liability

The Town agrees to hold harmless the City from claims or damages to driveways, landscaping, or similar property caused by City emergency vehicles during emergency responses.

The Town shall maintain and enforce a driveway ordinance to ensure proper access for emergency vehicles. Any proposed ordinance amendment must be submitted to the City for review and approval before adoption.

Any damage to an emergency vehicle during a response that is directly related to non-compliance with an adopted driveway ordinance by a Town property owner may be invoiced to that property owner upon approval Town Board.

SECTION 10 – Revenue and Asset Ownership

Revenue

All revenue, including but not limited to distributions, donations, reimbursements, spillover, pays invoices, user fees, and proceeds from the sale of equipment, shall remain the sole property of the City.

Capital Assets

All capital assets at the time of that this Agreement becomes effective and all future purchases, including Town-specific equipment, shall remain the property of the City upon termination, expiration, or non-renewal of this Agreement.

2% Fire Dues

All 2% fire dues received by the Town pursuant to Wis. Stat. § 101.573 shall be forwarded to the City annually. These funds shall be used in accordance with statutory requirements and are in addition to annual service fees.

Ambulance Service Fees

The City shall be solely responsible for the billing and collection of ambulance service fees. Residents of the Town shall be billed at the “resident rate” if such a rate is applicable in the City’s Schedule of Fees.

The Town shall not be liable, and the City shall hold the Town harmless, for uncollected ambulance service fees from individuals or properties served.

SECTION 11 – Additional Municipal Agreements

The City may enter into agreements with other municipalities for fire and/or EMS services, provided those agreements do not impair the City’s ability to fulfill obligations under this Agreement. The City shall notify the Town if the City enters into a contract to provide fire or EMS to another municipality as described in this Section.

If any additional municipalities, or portions thereof, enter into an agreement with the City for Fire and/or EMS services, the City will include any revenues from such service in the Fire Operations Budget and EMS Operations Budget and the percentage of costs assigned to each Town will be readjusted accordingly. In that scenario, the Town’s financial obligations for operating costs may decrease. The capital costs would remain the same until the recalculation.

Any such additional municipalities would be included in the next scheduled recalculation per Section 7 of this Agreement.

SECTION 12 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

SECTION 13 – Entire Agreement and Prior Agreements Superseded

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous agreements, contracts, negotiations, or understandings, whether written or oral, between the City and the Town regarding fire protection and EMS services, including the Prior Agreements. The Prior Agreements are hereby terminated, and rendered null and void as of 11:59 p.m. on December 31, 2025.

This Agreement shall be binding on the parties upon the occurrence of all of the following: (a) this Agreement is signed by the parties; (b) the City has signed an agreement in the same form as this Agreement (except for service area and town party name) with each of the four other towns identified in this Agreement; and (c) each town referenced in Section 13(b) has also signed the applicable agreement.

SECTION 14 – Amendments

This Agreement may be amended upon the occurrence of all of the following : (a) a written instrument signed by both parties and approved by their respective governing bodies; and (b) the same written instrument (except for service area and town party name) has been signed by the City and each of the other towns identified in this Agreement, unless any such town has terminated its applicable agreement with the City. The recitals and exhibits of this Agreement are hereby incorporated into and made a part of this Agreement.

SECTION 15 – Force Majeure

Neither party shall be liable for failure to perform any obligation under this Agreement if such failure is caused by events beyond the party's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor strikes, or federal, State of Wisconsin, or Jefferson County governmental actions, provided that the affected party provides prompt notice to the other party and resumes performance as soon as reasonably practicable. If the City provides written notice to the Town for the purpose of invoking a force majeure event under this Section, the City shall take all necessary action to make arrangements for alternative fire and EMS services on behalf of the Town.

[Signature Page to Follow]

Signature Page

City of Fort Atkinson

By: _____

Title: _____

Date: _____

Council Approval Date: _____

WITNESS:

By: _____

Title: _____

Town of Koshkonong

By: _____

Title: Kim Cheney, Town Chairperson

Date: _____

Town Board Approval Date: _____

WITNESS:

By: _____

Title: Caitlin Kincannon, Town Clerk

ATTACHMENTS:

EXHIBIT A – Map and Legal Description of Town Service Area

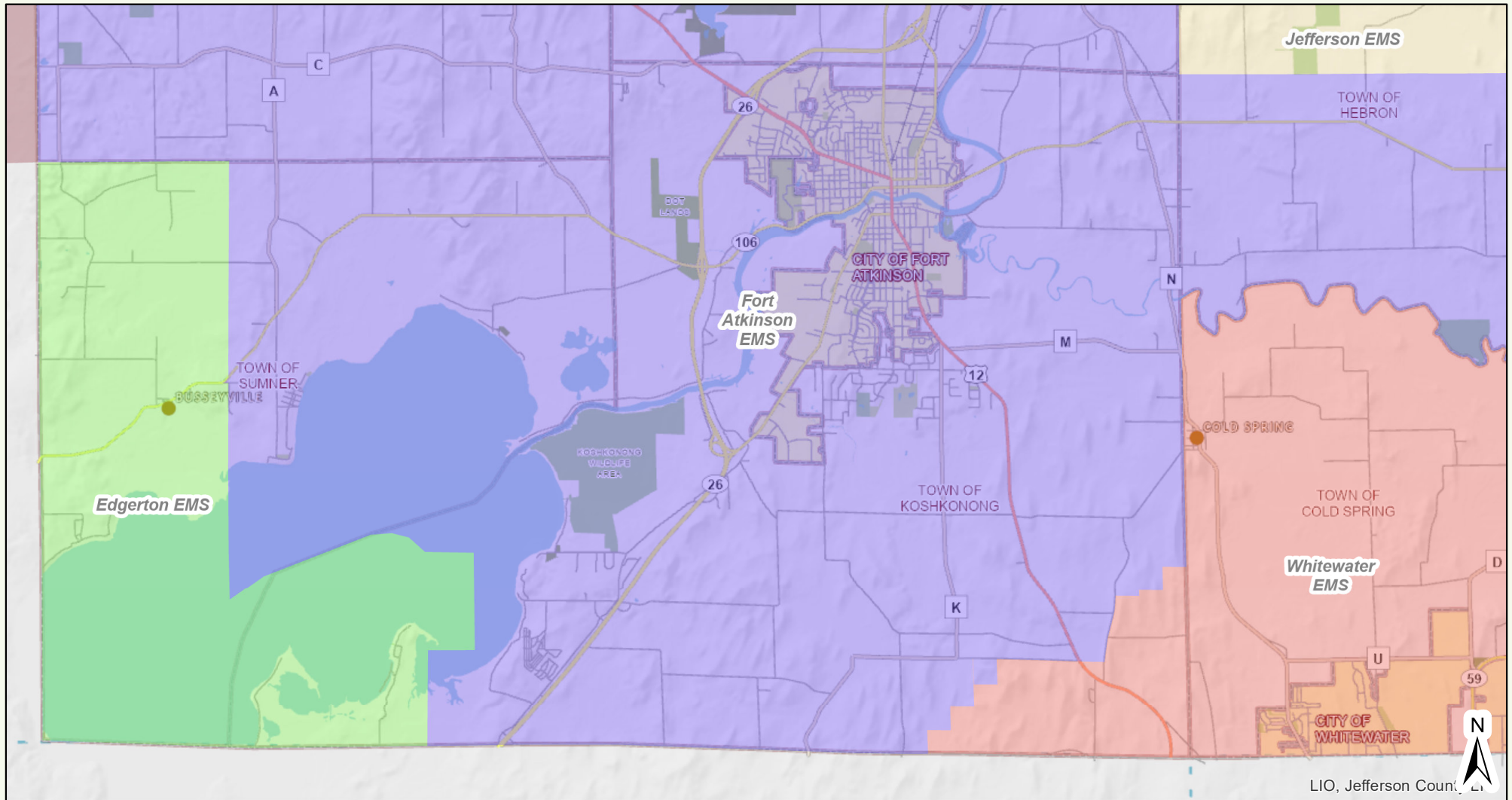
EXHIBIT B – Shared Fire Capital Improvement Plan (2026-2035)

EXHIBIT C – EMS Capital Improvement Plan (2026-2035)

EXHIBIT D – Town Only Fire Capital Improvement Plan (2026-2035)

EXHIBIT E – Annual Projections for each Cost Category (2026-2030)

EXHIBIT A: Fort Atkinson Fire Department - Koshkonong Township Fire & EMS Coverage Map



- EMS Districts**
- | | | | |
|-------------------|-------------------|-------------------|----------------|
| Cambridge EMS | Ixonia EMS | Ryan Brothers EMS | Whitewater EMS |
| Edgerton EMS | Jefferson EMS | Waterloo EMS | |
| Fort Atkinson EMS | Johnson Creek EMS | Watertown EMS | |
| | Palmyra EMS | Western Lakes | |

Town of Koshkonong EMS Service Area for Fort Atkinson EMS

All the following being in Town 5 North, Range 13 East, Town of Koshkonong, Jefferson County, Wisconsin;

All of Sections 13, 23, 24, 25, 35 and 36.

Also, the East half of Section 26.

All the following being in Town 6 North, Range 14 East, Town of Koshkonong, Jefferson County, Wisconsin;

All of Sections 31, 32, 33, 34, 35, 36.

All the following being in Town 5 North, Range 14 East, Town of Koshkonong, Jefferson County, Wisconsin:

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33.

Also the Northwest Quarter of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the West ½ of the Northwest Quarter and Southwest Quarter lying westerly of Buckingham Rd in Section 25.

Also Lot 1, Certified Survey Map Number 1261, in Volume 4, Page 188, recorded in Document Number 759343, in Section 25.

Also the West ½ of the Northeast Quarter of Section 34. Also the Northwest Quarter of Section 34. Also the Southwest Quarter of Section 34, excepting the Southeast Quarter of the Southwest Quarter in Section 34. Also Lot 1, Certified Survey Map Number 3480, in Volume 18, Page 140, Document 1021419, Section 34.

Town of Koshkonong Fire Service Area for Fort Atkinson Fire

All the following being in Town 5 North, Range 13 East, Town of Koshkonong, Jefferson County, Wisconsin;

All of Sections 13, 23, 24, 25, 35 and 36.

Also, the East half of Section 26.

All the following being in Town 6 North, Range 14 East, Town of Koshkonong, Jefferson County, Wisconsin;

All of Sections 31, 32, 33, 34, 35, 36.

All the following being in Town 5 North, Range 14 East, Town of Koshkonong, Jefferson County, Wisconsin:

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33.

Also the Northwest Quarter of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the West ½ of the Northwest Quarter and Southwest Quarter lying westerly of Buckingham Rd in Section 25.

Also Lot 1, Certified Survey Map Number 1261, in Volume 4, Page 188, recorded in Document Number 759343, in Section 25.

Also the West ½ of the Northeast Quarter of Section 34. Also the Northwest Quarter of Section 34. Also the Southwest Quarter of Section 34, excepting the Southeast Quarter of the Southwest Quarter in Section 34. Also Lot 1, Certified Survey Map Number 3480, in Volume 18, Page 140, Document 1021419, Section 34.

Exhibit B

Shared Fire Capital Improvement Plan 2026-2035

Capital Item	Replacement Year										
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Engine	\$ -	\$ -	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ 1,300,000.00	\$ -	\$ -	\$ -	
Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Squad	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000.00	\$ -	
Light Rescue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Brush Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Utility Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Chief's Squad	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Bureau Car	\$ -	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Boat	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	
All-Terrain Vehicle (ATV)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Extrication Equipment	\$ -	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SCBA Compressor	\$ -	\$ -	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SCBAs	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
PPE Dryer	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total per Year	\$ 70,000.00	\$ 78,000.00	\$ 1,200,000.00	\$ 560,000.00	\$ 75,000.00	\$ -	\$ 1,300,000.00	\$ -	\$ 1,200,000.00	\$ -	TOTAL
											\$ 4,483,000.00
											Years
											20
											\$ 224,150.00

Annual cost of
Shared Fire Capital

Exhibit C
EMS Capital Improvement Plan 2026-2035

Capital Item	Replacement Year										TOTAL
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Ambulance	\$ 378,948.00	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00	\$ -	\$ -	\$ 600,000.00	\$ -	
Equipment for Ambulance	\$ 128,585.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Replacement Chassis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ -	
Total	\$ 507,533.00	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00	\$ -	\$ 100,000.00	\$ 600,000.00	\$ -	\$ 1,757,533.00

Years

10

\$ 175,753.30

Annual cost of EMS Capital

Exhibit D

Town Only Fire Capital Improvement Plan 2026-2035

Capital Item	Replacement Year									
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Tender - New	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -
Tender - Refurb (new Chassis)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	\$ 1,000,000.00	\$ -	\$ -	\$ -

Years 20

\$ 75,000.00

Annual cost of Town
Only Fire Capital

EXHIBIT E - Annual Projections for each Cost Category
3.A FIRE OPERATIONS PROJECTIONS

	Fire Operating Percent	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 1,147,099.00	\$ 1,206,214.07	\$ 1,265,447.93	\$ 1,316,429.12	\$ 1,401,320.24
Hebron Township	3.32%	\$ 55,750.98	\$ 58,624.08	\$ 61,502.94	\$ 63,980.72	\$ 68,106.57
Jefferson Township	1.81%	\$ 30,437.63	\$ 32,006.21	\$ 33,577.95	\$ 34,930.70	\$ 37,183.24
Koshkonong Township	17.79%	\$ 299,040.04	\$ 314,450.89	\$ 329,892.71	\$ 343,183.12	\$ 365,313.60
Oakland Township	6.02%	\$ 101,224.96	\$ 106,441.53	\$ 111,668.58	\$ 116,167.38	\$ 123,658.54
Sumner Township	2.80%	\$ 47,040.50	\$ 49,464.70	\$ 51,893.78	\$ 53,984.43	\$ 57,465.66
TOTALS	100.00%	\$ 1,680,593.11	\$ 1,767,201.47	\$ 1,853,983.89	\$ 1,928,675.47	\$ 2,053,047.85

3.B EMS OPERATIONS PROJECTIONS

	EMS Operating Percent	2026	2027	2028	2029	2030
Hebron Township	10.78%	\$ 10,257.28	\$ 16,554.01	\$ 17,294.84	\$ 20,322.48	\$ 28,905.95
Jefferson Township	5.48%	\$ 5,218.40	\$ 8,421.87	\$ 8,798.77	\$ 10,339.08	\$ 14,705.93
Koshkonong Township	55.98%	\$ 53,268.39	\$ 85,968.75	\$ 89,816.01	\$ 105,539.24	\$ 150,115.15
Oakland Township	19.33%	\$ 18,394.31	\$ 29,686.20	\$ 31,014.71	\$ 36,444.16	\$ 51,836.84
Sumner Township	8.43%	\$ 8,023.61	\$ 12,949.13	\$ 13,528.63	\$ 15,896.95	\$ 22,611.25
TOTALS	100.00%	\$ 95,162.00	\$ 153,579.96	\$ 160,452.96	\$ 188,541.91	\$ 268,175.12

3.C FIRE SHARED CAPITAL EQUIPMENT

	Fire Shared Capital	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94
Hebron Township	3.32%	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82
Jefferson Township	1.81%	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63
Koshkonong Township	17.79%	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62
Oakland Township	6.02%	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93
Sumner Township	2.80%	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05
TOTALS	100.00%	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00

3.D EMS SHARED CAPITAL EQUIPMENT

	EMS Shared Capital	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48
Hebron Township	3.32%	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33
Jefferson Township	1.81%	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11
Koshkonong Township	17.79%	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05
Oakland Township	6.02%	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92
Sumner Township	2.80%	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41
TOTALS	100.00%	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30

3.E FIRE TOWN CAPITAL EQUIPMENT

	Fire Town Capital	2026	2027	2028	2029	2030
Hebron Township	10.78%	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07
Jefferson Township	5.48%	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78
Koshkonong Township	55.98%	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40
Oakland Township	19.33%	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11
Sumner Township	8.43%	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64
TOTALS	100.00%	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00

ANNUAL TOTAL - PROJECTION

	2026 Projection	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Hebron Township	\$ 78,348.32	\$ 84,424.88	\$ 87,680.64	\$ 91,698.73	\$ 100,191.43
Jefferson Township	\$ 47,011.55	\$ 51,783.61	\$ 53,732.24	\$ 56,625.31	\$ 63,244.70
Koshkonong Township	\$ 465,448.52	\$ 513,559.72	\$ 532,848.81	\$ 561,862.44	\$ 628,568.83
Oakland Township	\$ 158,203.23	\$ 174,711.68	\$ 181,267.25	\$ 191,195.49	\$ 214,079.33
Sumner Township	\$ 72,581.21	\$ 79,930.94	\$ 82,939.51	\$ 87,398.48	\$ 97,594.01

CITY OF FORT ATKINSON

And

TOWNSHIP FIRE AND EMS AGREEMENT

This Agreement is made and entered into as of January 1, 2026, by and between the City of Fort Atkinson, a municipal corporation located in Jefferson County, Wisconsin (hereinafter, the “City”), and the Town of Hebron, a township in Jefferson County, Wisconsin (hereinafter, the “Town”).

RECITALS:

WHEREAS, the City operates a fire and emergency medical services (EMS) department capable of providing such services to surrounding jurisdictions;

WHEREAS, the Town desires to enter into this Agreement with the City for the provision of fire protection and EMS services to a portion or all of the Town as further described in the Agreement;

WHEREAS, the City and Town currently maintain separate fire protection and EMS contracts with differing expiration dates (collectively, the “Prior Agreements”) and intend to combine and supersede such contracts by entering into this Agreement;

WHEREAS, the City intends to enter into the same agreement as this Agreement (except for service area and township party) with the Towns of Oakland, Sumner, Jefferson, Koshkonong, and Hebron.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

SECTION 1 – Scope of Services

The City agrees to provide comprehensive fire protection and emergency medical services to the portion of the Town depicted and described on the attached Exhibit A.

These services include, but are not limited to, fire suppression, emergency medical services (EMS), fire prevention and inspections, water rescue and auto extrication.

SECTION 2 – Authority and Oversight

Fire Department Management

The City shall have sole authority over Fire and EMS department management. The Fire Chief shall determine staffing, operations, and service delivery methodology for the portion

of the Town served under this Agreement and any other Towns or portions thereof served under the Agreement.

Personnel and Equipment

The City shall furnish all necessary personnel, equipment, and apparatus to perform the services outlined in this Agreement. The Fire Chief, or their designee, shall determine the appropriate personnel and equipment dispatched to each incident.

Station Staffing

The City shall maintain 24-hour staffing of fire and EMS personnel at its fire station in order to sufficiently perform the fire services and EMS under this Agreement. The City shall notify the Town in advance of any changes in full-time staffing levels. The City shall participate in the Mutual Aid Box Alarm System (MABAS) program to ensure the service area under this Agreement is sufficiently covered.

Grant of Authority

When rendering services under this Agreement, the City and its personnel shall possess all powers granted under Wis. Stat. § 213.095 and other applicable statutes.

SECTION 3 – Funding Formulas: Fire Operations, EMS, and Capital Equipment

The total annual cost for each participating Town shall be determined by calculating five separate components, each using a specific method as outlined below. These five components are as follows: (A) Fire Operations Budget; (B) Net EMS Operations Budget; (C) Fire Capital Budget; (D) EMS Capital Budget; and (E) Town-Only Fire Capital Budget. The total cost for each Town will be the sum of its proportionate share from Sections A through E.

Annual Budget Adjustments and Projections

The City will provide a proposed budget for the Fire Operations Budget (Section 3.A) and EMS Operations Budget (Section 3.B) to the Town's governing body by October 1st of each year, which shall be applicable for the following year. While these annual amounts may change based on operational needs and economic factors, the City has provided its best good-faith projected annual Fire Operations Budget and EMS Operations Budget totals for the first five years of this 10-year Agreement in Table 6 below, with the understanding that all data will be updated for the last five years of the Agreement per Section 7. Payments for Sections 3.A and 3.B. will be based solely on the provided annual budget totals. There will be no subsequent "true-up" or adjustment based on actual costs incurred during the year. If the actual costs related to Fire Operations exceed the Fire Operations Budget for that

particular year, then the City shall be responsible for such additional costs in excess of the Fire Operations Budget amount. If the actual costs related to EMS Operations exceed the EMS Operations Budget for that particular year, then the City shall be responsible for such additional costs in excess of the EMS Operations Budget amount.

Prior to November 1, the City (through its Fire Chief) shall make an annual budget presentation to the Town Board in a manner similar to the annual budget presentation provided to the City Council (including any relevant documents provided to the City Council).

A. Fire Operations

The City shall develop an annual budget for Fire Operations known as the “Fire Operations Budget,” which includes personnel, facility operations, training, administrative costs, and other related annual operating expenses. The total annual budget amount shall be shared by the City and all participating Towns using the following allocation method:

- One-third (1/3) based on equalized assessed property value (land and improvement value) (EAV) of each party’s respective service area, calculated by dividing each party’s EAV by the total EAV of all participating entities (City and Towns). The value data used for this calculation has been agreed upon by all parties. The data was provided by the Jefferson County Land Information Division (derived from equalized values determined by the State of Wisconsin Department of Revenue) for the last full year available when the Agreement was written (2024). It is shown in Table 1 below.

Table 1: EAV of each party (2024) as a percentage of the total.

FIRE & EMS Equalized Value	Total EAV	% of Total
City of Fort Atkinson	\$1,352,955,444	54.929%
Hebron Township	\$107,699,834	4.373%
Jefferson Township	\$67,399,521	2.736%
Koshkonong Township	\$623,877,672	25.329%
Oakland Township	\$201,143,328	8.166%
Sumner Township	\$110,017,013	4.467%
Total	\$2,463,092,812.00	100.000%

- One-third (1/3) based on population of each party’s respective service area, calculated by dividing each party’s population by the total population covered under this Agreement. The population data used for this calculation has been agreed upon by all parties. The data was provided by the Jefferson County Land Information Division (derived from U.S. Census data published by the Wisconsin Department of

Administration) and reflects the population estimate from 2023. It is shown in Table 2 below.

Table 2: Population of each party's respective service area (2023) as a percentage of the total.

FIRE & EMS Population	Total Population (2023)	% of Total
City of Fort Atkinson	12,502	67.085%
Hebron Township	656	3.520%
Jefferson Township	355	1.905%
Koshkonong Township	3438	18.448%
Oakland Township	1185	6.359%
Sumner Township	500	2.683%
Total	18,636	100.000%

- One-third (1/3) based on emergency call volume, calculated by dividing each party's number of emergency calls by the total number of calls during the period of January 1, 2023 through June 30, 2025. Emergency calls include all dispatched fire and EMS incidents originating within each jurisdiction. The call volume data used for this calculation has been agreed upon by all parties. The data was provided by the Fort Atkinson Fire Chief and staff. It is shown in Table 3 below.

Table 3: 1/1/2023 – 5/31/25 Call Volume as a percentage of the total

FIRE & EMS Call Volume	2023	2023 % of Total	2024	2024 % of Total	2025 (01/01/2025 to 05/31/2025)	Total
City of Fort Atkinson	1727	83.189%	1720	82.336%	732	82.712%
Hebron Township	43	2.071%	44	2.106%	17	1.921%
Jefferson Township	20	0.963%	14	0.670%	6	0.678%
Koshkonong Township	191	9.200%	208	9.957%	86	9.718%
**Oakland Township	74	3.565%	74	3.542%	31	3.503%
Sumner Township	21	1.012%	29	1.388%	13	1.469%
Total (non mutual aid)	2076	100.000%	2089	100.000%	885	100.00%
**Oakland uses 2025 projection back to 2023 and 2024						

The average of these three percentages, as shown below in Table 4, determines each party's annual, proportionate share of the Fire Operations budget.

Table 4: Average of Population, Equalized Value, and Call Volume

Parties to Agreement	Population	EAV	Call Volume	Average
City of Fort Atkinson	67.085%	54.929%	82.752%	68.256%
Hebron Township	3.520%	4.373%	2.059%	3.317%
Jefferson Township	1.905%	2.736%	0.792%	1.811%
Koshkonong Township	18.448%	25.329%	9.604%	17.794%
Oakland Township	6.359%	8.166%	3.545%	6.023%
Sumner Township	2.683%	4.467%	1.248%	2.799%
Total	100.000%	100.000%	100.000%	100.000%

Any annual increase to the Fire Operations Budget shall be the lesser of: (i) the City’s actual projected costs to continue managing and operating its Fire Operations in a manner consistent with its Fire Operations standards in effect as of the date of this Agreement; or (ii) seven percent (7%).

B. EMS Operations

The City shall develop an annual EMS Operations budget. Projected revenue from EMS billing for services provided to the City and all Towns shall be subtracted from total expenses to determine the “Net EMS Operating Budget.” This Net EMS Operating Budget shall be proportionately shared by all participating Towns (excluding the City) using the same allocation method described above:

- One-third (1/3) based on EAV
- One-third (1/3) based on population served
- One-third (1/3) based on emergency call volume from January 1, 2023 through June 30, 2025

The average of these three percentages, as shown in Table 5, determines the Town's annual, proportionate share of the Net EMS Operations Budget.

Table 5: Town Average of Population, Equalized Value, and Call Volume

Parties to Agreement	Population	EAV	Incidents	Average
Hebron Township	10.694%	9.701%	11.940%	10.779%
Jefferson Township	5.787%	6.071%	4.592%	5.484%
Koshkonong Township	56.048%	56.198%	55.683%	55.977%
Oakland Township	19.319%	18.119%	20.551%	19.329%
Sumner Township	8.151%	9.910%	7.233%	8.432%
Total	100.000%	100.000%	100.000%	100.000%

Any unused or unassigned fund balance allocated to the EMS Operations Budget in a particular year shall remain in the City’s EMS fund and shall be utilized for EMS purposes. At the point of recalculation described below, any positive fund balance shall be used to offset EMS Capital Equipment purchase.

The Fire Operations Budget and Net EMS Operations Budget projections for 2026-2030 are included as Table 6 below.

Table 6: Projected Fire and EMS Operating Budgets 2026-2030

City of Fort Atkinson Projected Operating Budgets 2026-2030					
	2026	2027	2028	2029	2030
Fire Operating	\$ 1,680,593.11	\$ 1,767,201.47	\$ 1,853,983.88	\$ 1,928,675.47	\$ 2,053,047.84
EMS Operating (Net)	\$ 95,162.00	\$ 153,579.96	\$ 160,452.96	\$ 188,541.91	\$ 268,175.12

C. Shared Fire Capital Equipment

The City shall project shared fire capital equipment needs and the associated costs for Fire Operations during the ten-year term of this Agreement (the “Fire Capital Equipment”). This includes vehicles and major equipment used jointly by the City and Towns. The total ten-year cost shall be amortized over a 20-year period to determine an annual cost for capital purchases, with annual contributions by each party intended to provide consistent funding for future purchases. The agreed upon Shared Fire Capital Improvements Plan 2026-2035 is included in this Agreement as Exhibit B.

These annual costs shall be shared by the City and all participating Towns using the percentages outlined in Table 4.

Any unused or unassigned fund balance allocated to the Fire Capital Budget in a particular year shall be utilized for the purchase of Fire Capital Equipment in a future year. Except as expressly set forth on Exhibit B and as updated as part of the recalculation described in this Agreement, the Town shall not be responsible for costs related to the purchasing of any other Fire Capital Equipment.

D. EMS Capital Equipment

The City shall project the needs and the associated costs for EMS-specific capital equipment, including EMS apparatus, ambulances, and major medical equipment, for the ten-year term of this Agreement (the “EMS Capital Equipment”). The total projected cost shall be amortized over ten (10) years to determine an annual cost. The agreed upon EMS Capital Improvement Plan 2026-2035 is included in this Agreement as Exhibit C. This annual cost shall be shared by the City and the Towns using the percentages outlined in Table 4.

Any unused or unassigned fund balance allocated to the EMS Capital Budget in a particular year shall be utilized for the purchase of EMS Capital Equipment in a future year. Except as expressly set forth on Exhibit C and as updated as part of the recalculation described in this Agreement, the Town shall not be responsible for costs related to the purchasing of any other EMS Capital Equipment.

E. Township-Specific Capital Equipment & Repairs

The City and the Towns understand and agree that certain fire apparatus are necessary only for the fire protection in the Towns, where high-capacity, pressurized water is not readily available. The City and the Town agree that when such equipment is purchased solely for the benefit of Towns (e.g., water tenders) (the “Town-Only Fire Capital Equipment”), the City shall purchase and own the Town-Only Fire Capital Equipment but shall not contribute

to its purchase or repair costs beyond routine preventive maintenance, fuel, and minor in-house repairs. The agreed upon Town-Only Fire Capital Improvement Plan 2026-2035 is included in this Agreement as Exhibit D.

These costs shall be amortized over 20 years to determine the annual cost and paid only by the benefiting Town(s), with the total annual cost for said equipment divided among the benefiting Town(s) per the percentages outlined in Table 5. See Exhibit E for the annual cost.

Any unused or unassigned fund balance allocated to the Town-Only Fire Capital Budget in a particular year shall be utilized for the purchase of Town-Only Fire Capital Equipment in a future year. The proceeds from the sale of any Town-Only Fire Capital Equipment shall be utilized for purchasing Town-Only Fire Capital Equipment.

The annual cost of the three capital categories for 2026-2030 are included as Table 7 below.

Table 7: Projected Capital Budgets 2026-2030

City of Fort Atkinson Projected Capital Budgets 2026-2030					
	2026	2027	2028	2029	2030
Fire (shared)	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00
EMS	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30
Town Fire Equipment	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00

SECTION 4 – Payment Terms

Annual Fees

Each Town's total annual fee will be a comprehensive sum calculated from its proportionate share in the five distinct cost categories outlined in Section 3:

Fire Operations (Section 3.A)

EMS Operations (Section 3.B)

Shared Fire Capital Equipment (Section 3.C)

EMS Capital Equipment (Section 3.D)

Township-Specific Capital Equipment & Repairs (Section 3.E)

This total annual amount for the Town will serve as the basis for its quarterly invoicing and is attached to the Agreement as Exhibit E. In each year as part of the City's proposed budget submitted to the Town for approval, the City shall itemize the specific amounts

allocated to each of the five cost categories that, when added together, makes up the Town's total payment.

Quarterly Invoicing

The City will provide invoices to the Town quarterly, and payments are due on March 1, June 1, September 1, and December 1 of each year. The City shall deliver each quarterly invoice at least 30 days before the invoice's applicable due date.

Late Payments and Non-Payment

A payment shall be deemed late if it is made 30 or more days after the applicable payment due date. Late payments will accrue interest at a rate of 1.5% per month. If payments are consistently late (the fourth or subsequent occurrence of a late payment), the City Manager may refer the matter to the City Council for appropriate action, which could include the City's suspension of fire service and EMS within the Town that is delinquent until the Town that is delinquent satisfies any balance that is due and owing.

SECTION 5 – Term and Renewal

This Agreement shall commence on January 1, 2026, and remain in effect through December 31, 2035, unless terminated earlier in accordance with Section 6.

The intent of the City and the Town is to continue this mutually beneficial relationship. As such, the City and Town may agree to up to two (2), five-year optional extensions of this Agreement upon the adoption of a joint resolution by the governing bodies of the City and the Town, with each extension triggering a recalculation of the formulas in Section 3 and the payments in Section 4.

SECTION 6 – Early Termination by a Town; Expansion of Town service area

The City and the Town intend to remain fully committed to this Agreement for its entire term and within the defined geographic boundaries for fire and EMS services. The City and the Town recognize that any reduction in a Town's service area can create a financial burden for the City, the Town, and any other towns in the service area.

If the Town takes action to terminate its fire and/or EMS service, whether in whole or in part of any established geographical boundary defined in this Agreement, the Town shall provide written notice to the City at least three (3) years prior to the termination becoming effective. The Town will remain financially obligated to the City for all applicable operational and capital costs under this Agreement prior to the termination becoming effective.

Proposals to expand a Town's service area under this Agreement can be considered by mutual consent and must occur by joint resolution approved by the governing bodies of

the City and the applicable Town. The City and the Town will calculate a cost for each cost category for the additional service area until such time that the formulas and payments are recalculated over the entire service area. Prior to recalculation, the Town's payment for the City to serve the added Town territory shall be proportionately allocated to each annual Fire Operations Budget, Net EMS Operations Budget, Fire Capital Budget, EMS Capital Budget, and Town-Only Fire Capital Budget.

The City shall notify the Town if the City adopts a joint resolution to add additional territory under this Section or if the City receives a termination notice from another Town.

SECTION 7 – Recalculation and Review

During the calendar year 2030, the below metrics will be updated based on the most recent available data:

- EAV data will be sourced from Jefferson County (derived from the State of Wisconsin Department of Revenue).
- Census Population Figures: Data will be sourced from Jefferson County (derived from U.S. Census data published by the Wisconsin Department of Administration).
- Four-year average emergency call volume: (January 1, 2026 – December 31, 2029)

The City and the Town will reconvene in the fourth quarter of 2030 to review the projected Fire Operations Budget and EMS Operations Budget for 2031-2035 based on the updated EAV, population, and emergency call volume metrics. The updated metrics will be utilized for the remainder of the initial term of the Agreement (2031-2035).

Furthermore, at the recalculation point, projected costs for the Fire Capital Equipment, EMS Capital Equipment, and Town-Only Fire Capital Equipment to be purchased in 2031-2035 as shown on Exhibits B, C, and D will be updated based on written estimates obtained from the City's equipment vendors/suppliers (to the extent that the City can in good faith obtain such written estimates from third party vendors/suppliers, and if a written estimate cannot be obtained, utilizing costs that customary for the industry).

Any Fire Capital Equipment, EMS Capital Equipment, and Town-Only Fire Capital Equipment added to Exhibits B, C, and D shall be amortized over a period utilized for similar equipment in the Agreement (20 years for Fire Capital Equipment, 10 years for EMS Capital Equipment, and 20 years Town-Only Fire Capital Equipment) and beginning on the effective date of recalculation (January 1, 2031).

After Exhibits B, C, and D have been updated as part of the recalculation, the Town shall not be responsible for costs related to the purchasing of any other Fire Capital Equipment and EMS Capital Equipment.

SECTION 8 – Fire Prevention and Code Enforcement

Ordinance Adoption

The Town shall adopt and maintain a fire prevention and inspection ordinance, including enforcement provisions mutually acceptable to both parties. Such ordinances include fire/EMS facility fees, fire reinspection fees, and self-reporting/electronic fire inspection remittance. These ordinances shall remain in effect throughout the term of this Agreement.

Inspections and Enforcement

The City Fire Chief or designee shall conduct inspections of buildings in accordance with applicable codes and state law. The Town agrees to support enforcement efforts for fire code violations.

SECTION 9 – Insurance and Liability

Insurance

The City shall maintain insurance coverage appropriate to the services provided, including general liability, vehicle liability, and workers' compensation.

Driveway Damage Liability

The Town agrees to hold harmless the City from claims or damages to driveways, landscaping, or similar property caused by City emergency vehicles during emergency responses.

The Town shall maintain and enforce a driveway ordinance to ensure proper access for emergency vehicles. Any proposed ordinance amendment must be submitted to the City for review and approval before adoption.

Any damage to an emergency vehicle during a response that is directly related to non-compliance with an adopted driveway ordinance by a Town property owner may be invoiced to that property owner upon approval Town Board.

SECTION 10 – Revenue and Asset Ownership

Revenue

All revenue, including but not limited to distributions, donations, reimbursements, spillover, pays invoices, user fees, and proceeds from the sale of equipment, shall remain the sole property of the City.

Capital Assets

All capital assets at the time of that this Agreement becomes effective and all future purchases, including Town-specific equipment, shall remain the property of the City upon termination, expiration, or non-renewal of this Agreement.

2% Fire Dues

All 2% fire dues received by the Town pursuant to Wis. Stat. § 101.573 shall be forwarded to the City annually. These funds shall be used in accordance with statutory requirements and are in addition to annual service fees.

Ambulance Service Fees

The City shall be solely responsible for the billing and collection of ambulance service fees. Residents of the Town shall be billed at the “resident rate” if such a rate is applicable in the City’s Schedule of Fees.

The Town shall not be liable, and the City shall hold the Town harmless, for uncollected ambulance service fees from individuals or properties served.

SECTION 11 – Additional Municipal Agreements

The City may enter into agreements with other municipalities for fire and/or EMS services, provided those agreements do not impair the City’s ability to fulfill obligations under this Agreement. The City shall notify the Town if the City enters into a contract to provide fire or EMS to another municipality as described in this Section.

If any additional municipalities, or portions thereof, enter into an agreement with the City for Fire and/or EMS services, the City will include any revenues from such service in the Fire Operations Budget and EMS Operations Budget and the percentage of costs assigned to each Town will be readjusted accordingly. In that scenario, the Town’s financial obligations for operating costs may decrease. The capital costs would remain the same until the recalculation.

Any such additional municipalities would be included in the next scheduled recalculation per Section 7 of this Agreement.

SECTION 12 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

SECTION 13 – Entire Agreement and Prior Agreements Superseded

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous agreements, contracts, negotiations, or understandings, whether written or oral, between the City and the Town regarding fire protection and EMS services, including the Prior Agreements. The Prior Agreements are hereby terminated, and rendered null and void as of 11:59 p.m. on December 31, 2025.

This Agreement shall be binding on the parties upon the occurrence of all of the following: (a) this Agreement is signed by the parties; (b) the City has signed an agreement in the same form as this Agreement (except for service area and town party name) with each of the four other towns identified in this Agreement; and (c) each town referenced in Section 13(b) has also signed the applicable agreement.

SECTION 14 – Amendments

This Agreement may be amended upon the occurrence of all of the following : (a) a written instrument signed by both parties and approved by their respective governing bodies; and (b) the same written instrument (except for service area and town party name) has been signed by the City and each of the other towns identified in this Agreement, unless any such town has terminated its applicable agreement with the City. The recitals and exhibits of this Agreement are hereby incorporated into and made a part of this Agreement.

SECTION 15 – Force Majeure

Neither party shall be liable for failure to perform any obligation under this Agreement if such failure is caused by events beyond the party's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor strikes, or federal, State of Wisconsin, or Jefferson County governmental actions, provided that the affected party provides prompt notice to the other party and resumes performance as soon as reasonably practicable. If the City provides written notice to the Town for the purpose of invoking a force majeure event under this Section, the City shall take all necessary action to make arrangements for alternative fire and EMS services on behalf of the Town.

[Signature Page to Follow]

Signature Page

City of Fort Atkinson

By: _____

Title: _____

Date: _____

Council Approval Date: _____

WITNESS:

By: _____

Title: _____

Town of Hebron

By: _____

Title: Ronald Kutz, Town Chairperson

Date: _____

Town Board Approval Date: _____

WITNESS:

By: _____

Title: Liz Diestelmann, Town Clerk

ATTACHMENTS:

EXHIBIT A – Map and Legal Description of Town Service Area

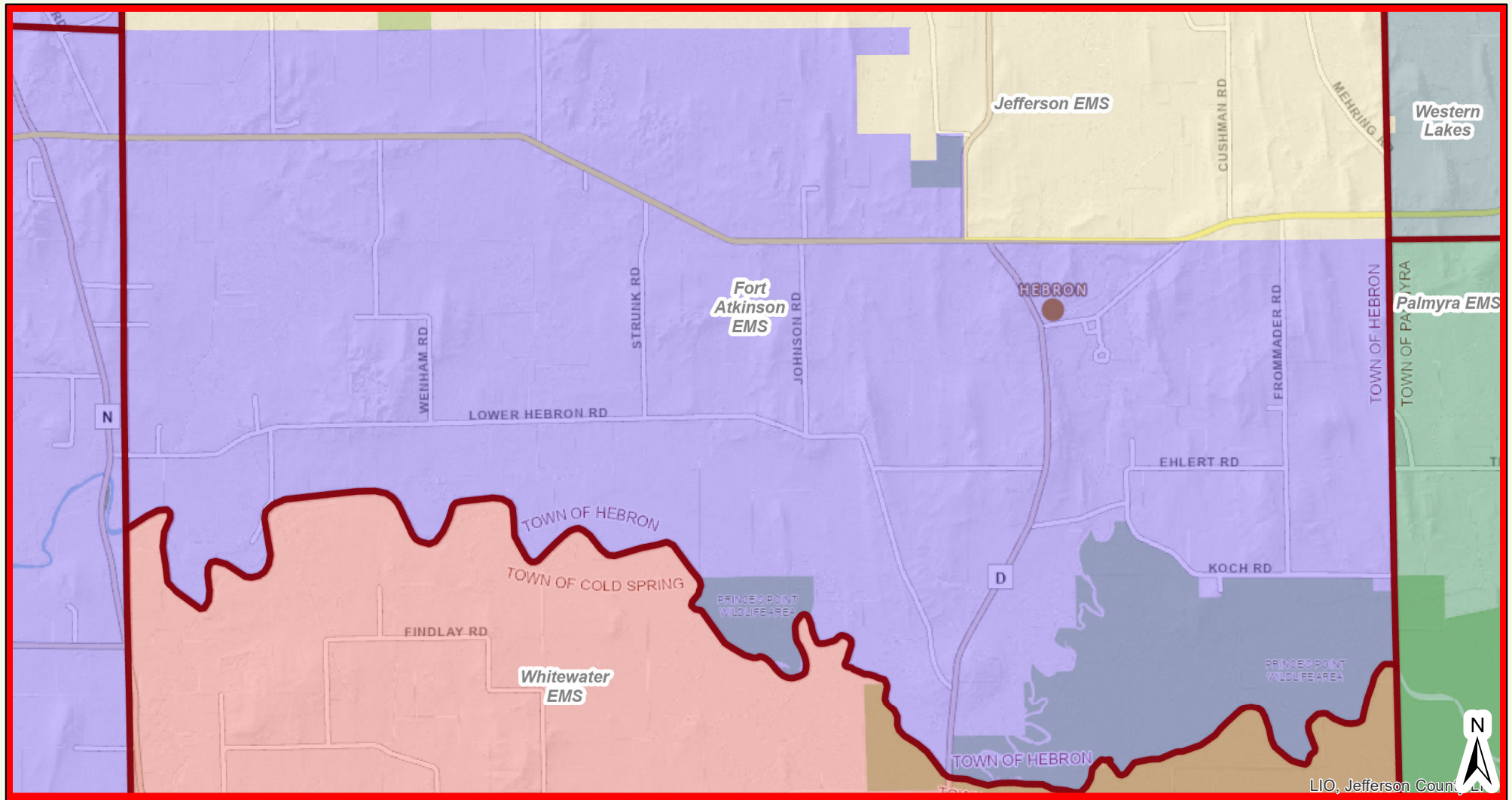
EXHIBIT B – Shared Fire Capital Improvement Plan (2026-2035)

EXHIBIT C – EMS Capital Improvement Plan (2026-2035)

EXHIBIT D – Town Only Fire Capital Improvement Plan (2026-2035)

EXHIBIT E – Annual Projections for each Cost Category (2026-2030)

EXHIBIT A: Fort Atkinson Fire Department - Hebron Township Fire & EMS Coverage Map

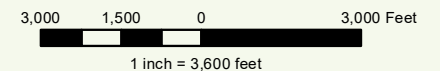


- | | | | |
|----------------------|-------------------|-------------------|----------------|
| Municipal Boundaries | Fort Atkinson EMS | Palmyra EMS | Western Lakes |
| EMS Districts | Ixonia EMS | Ryan Brothers EMS | Whitewater EMS |
| Cambridge EMS | Jefferson EMS | Waterloo EMS | |
| Edgerton EMS | Johnson Creek EMS | Watertown EMS | |



Jefferson County Geographic Information System

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



Printed on: July 2, 2025

Author: Public User

Town of Hebron EMS Service Area for Fort Atkinson EMS

All the following being in Town 5 North, Range 15 East, Town of Hebron, Jefferson County, Wisconsin;

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15.

All the following being in Town 6 North, Range 15 East, Town of Hebron, Jefferson County, Wisconsin;

All of Sections 31, 32, 33.

Also the West ½ of Section 34, the North ½ of the Northwest Quarter of the Northeast Quarter of Section 34, and all of the Southeast Quarter of Section 34. Excepting the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 34.

Town of Hebron Fire Service Area for Fort Atkinson Fire

All the following being in Town 5 North, Range 15 East, Town of Hebron, Jefferson County, Wisconsin;

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15.

All the following being in Town 6 North, Range 15 East, Town of Hebron, Jefferson County, Wisconsin;

All of Sections 31, 32, 33.

Also the West ½ of Section 34, the North ½ of the Northwest Quarter of the Northeast Quarter of Section 34, and all of the Southeast Quarter of Section 34. Excepting the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 34.

Exhibit B
Shared Fire Capital Improvement Plan 2026-2035

Capital Item	Replacement Year									
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Engine	\$ -	\$ -	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ 1,300,000.00	\$ -	\$ -	\$ -
Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Squad	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000.00	\$ -
Light Rescue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brush Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Chief's Squad	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bureau Car	\$ -	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Boat	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
All-Terrain Vehicle (ATV)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Extrication Equipment	\$ -	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SCBA Compressor	\$ -	\$ -	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SCBAs	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PPE Dryer	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total per Year	\$ 70,000.00	\$ 78,000.00	\$ 1,200,000.00	\$ 560,000.00	\$ 75,000.00	\$ -	\$ 1,300,000.00	\$ -	\$ 1,200,000.00	\$ -
										TOTAL
										\$ 4,483,000.00
										Years
										20
										\$ 224,150.00

Annual cost of
Shared Fire Capital

Exhibit C

EMS Capital Improvement Plan 2026-2035

Capital Item	Replacement Year										TOTAL
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Ambulance	\$ 378,948.00	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00	\$ -	\$ -	\$ 600,000.00	\$ -	
Equipment for Ambulance	\$ 128,585.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Replacement Chassis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ -	
Total	\$ 507,533.00	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00	\$ -	\$ 100,000.00	\$ 600,000.00	\$ -	\$ 1,757,533.00

Years

10

\$ 175,753.30

Annual cost of EMS Capital

Exhibit D

Town Only Fire Capital Improvement Plan 2026-2035

Capital Item	Replacement Year									
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Tender - New	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -
Tender - Refurb (new Chassis)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	\$ 1,000,000.00	\$ -	\$ -	\$ -

Years 20

\$ 75,000.00

Annual cost of Town
Only Fire Capital

EXHIBIT E - Annual Projections for each Cost Category

3.A FIRE OPERATIONS PROJECTIONS

	Fire Operating Percent	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 1,147,099.00	\$ 1,206,214.07	\$ 1,265,447.93	\$ 1,316,429.12	\$ 1,401,320.24
Hebron Township	3.32%	\$ 55,750.98	\$ 58,624.08	\$ 61,502.94	\$ 63,980.72	\$ 68,106.57
Jefferson Township	1.81%	\$ 30,437.63	\$ 32,006.21	\$ 33,577.95	\$ 34,930.70	\$ 37,183.24
Koshkonong Township	17.79%	\$ 299,040.04	\$ 314,450.89	\$ 329,892.71	\$ 343,183.12	\$ 365,313.60
Oakland Township	6.02%	\$ 101,224.96	\$ 106,441.53	\$ 111,668.58	\$ 116,167.38	\$ 123,658.54
Sumner Township	2.80%	\$ 47,040.50	\$ 49,464.70	\$ 51,893.78	\$ 53,984.43	\$ 57,465.66
TOTALS	100.00%	\$ 1,680,593.11	\$ 1,767,201.47	\$ 1,853,983.89	\$ 1,928,675.47	\$ 2,053,047.85

3.B EMS OPERATIONS PROJECTIONS

	EMS Operating Percent	2026	2027	2028	2029	2030
Hebron Township	10.78%	\$ 10,257.28	\$ 16,554.01	\$ 17,294.84	\$ 20,322.48	\$ 28,905.95
Jefferson Township	5.48%	\$ 5,218.40	\$ 8,421.87	\$ 8,798.77	\$ 10,339.08	\$ 14,705.93
Koshkonong Township	55.98%	\$ 53,268.39	\$ 85,968.75	\$ 89,816.01	\$ 105,539.24	\$ 150,115.15
Oakland Township	19.33%	\$ 18,394.31	\$ 29,686.20	\$ 31,014.71	\$ 36,444.16	\$ 51,836.84
Sumner Township	8.43%	\$ 8,023.61	\$ 12,949.13	\$ 13,528.63	\$ 15,896.95	\$ 22,611.25
TOTALS	100.00%	\$ 95,162.00	\$ 153,579.96	\$ 160,452.96	\$ 188,541.91	\$ 268,175.12

3.C FIRE SHARED CAPITAL EQUIPMENT

	Fire Shared Capital	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94
Hebron Township	3.32%	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82
Jefferson Township	1.81%	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63
Koshkonong Township	17.79%	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62
Oakland Township	6.02%	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93
Sumner Township	2.80%	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05
TOTALS	100.00%	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00

3.D EMS SHARED CAPITAL EQUIPMENT

	EMS Shared Capital	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48
Hebron Township	3.32%	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33
Jefferson Township	1.81%	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11
Koshkonong Township	17.79%	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05
Oakland Township	6.02%	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92
Sumner Township	2.80%	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41
TOTALS	100.00%	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30

3.E FIRE TOWN CAPITAL EQUIPMENT

	Fire Town Capital	2026	2027	2028	2029	2030
Hebron Township	10.78%	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07
Jefferson Township	5.48%	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78
Koshkonong Township	55.98%	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40
Oakland Township	19.33%	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11
Sumner Township	8.43%	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64
TOTALS	100.00%	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00

ANNUAL TOTAL - PROJECTION

	2026 Projection	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Hebron Township	\$ 78,348.32	\$ 84,424.88	\$ 87,680.64	\$ 91,698.73	\$ 100,191.43
Jefferson Township	\$ 47,011.55	\$ 51,783.61	\$ 53,732.24	\$ 56,625.31	\$ 63,244.70
Koshkonong Township	\$ 465,448.52	\$ 513,559.72	\$ 532,848.81	\$ 561,862.44	\$ 628,568.83
Oakland Township	\$ 158,203.23	\$ 174,711.68	\$ 181,267.25	\$ 191,195.49	\$ 214,079.33
Sumner Township	\$ 72,581.21	\$ 79,930.94	\$ 82,939.51	\$ 87,398.48	\$ 97,594.01

CITY OF FORT ATKINSON

And

TOWNSHIP FIRE AND EMS AGREEMENT

This Agreement is made and entered into as of January 1, 2026, by and between the City of Fort Atkinson, a municipal corporation located in Jefferson County, Wisconsin (hereinafter, the “City”), and the Town of Oakland, a township in Jefferson County, Wisconsin (hereinafter, the “Town”).

RECITALS:

WHEREAS, the City operates a fire and emergency medical services (EMS) department capable of providing such services to surrounding jurisdictions;

WHEREAS, the Town desires to enter into this Agreement with the City for the provision of fire protection and EMS services to a portion or all of the Town as further described in the Agreement;

WHEREAS, the City and Town currently maintain separate fire protection and EMS contracts with differing expiration dates (collectively, the “Prior Agreements”) and intend to combine and supersede such contracts by entering into this Agreement;

WHEREAS, the City intends to enter into the same agreement as this Agreement (except for service area and township party) with the Towns of Oakland, Sumner, Jefferson, Koshkonong, and Hebron.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

SECTION 1 – Scope of Services

The City agrees to provide comprehensive fire protection and emergency medical services to the portion of the Town depicted and described on the attached Exhibit A.

These services include, but are not limited to, fire suppression, emergency medical services (EMS), fire prevention and inspections, water rescue and auto extrication.

SECTION 2 – Authority and Oversight

Fire Department Management

The City shall have sole authority over Fire and EMS department management. The Fire Chief shall determine staffing, operations, and service delivery methodology for the portion

of the Town served under this Agreement and any other Towns or portions thereof served under the Agreement.

Personnel and Equipment

The City shall furnish all necessary personnel, equipment, and apparatus to perform the services outlined in this Agreement. The Fire Chief, or their designee, shall determine the appropriate personnel and equipment dispatched to each incident.

Station Staffing

The City shall maintain 24-hour staffing of fire and EMS personnel at its fire station in order to sufficiently perform the fire services and EMS under this Agreement. The City shall notify the Town in advance of any changes in full-time staffing levels. The City shall participate in the Mutual Aid Box Alarm System (MABAS) program to ensure the service area under this Agreement is sufficiently covered.

Grant of Authority

When rendering services under this Agreement, the City and its personnel shall possess all powers granted under Wis. Stat. § 213.095 and other applicable statutes.

SECTION 3 – Funding Formulas: Fire Operations, EMS, and Capital Equipment

The total annual cost for each participating Town shall be determined by calculating five separate components, each using a specific method as outlined below. These five components are as follows: (A) Fire Operations Budget; (B) Net EMS Operations Budget; (C) Fire Capital Budget; (D) EMS Capital Budget; and (E) Town-Only Fire Capital Budget. The total cost for each Town will be the sum of its proportionate share from Sections A through E.

Annual Budget Adjustments and Projections

The City will provide a proposed budget for the Fire Operations Budget (Section 3.A) and EMS Operations Budget (Section 3.B) to the Town's governing body by October 1st of each year, which shall be applicable for the following year. While these annual amounts may change based on operational needs and economic factors, the City has provided its best good-faith projected annual Fire Operations Budget and EMS Operations Budget totals for the first five years of this 10-year Agreement in Table 6 below, with the understanding that all data will be updated for the last five years of the Agreement per Section 7. Payments for Sections 3.A and 3.B. will be based solely on the provided annual budget totals. There will be no subsequent "true-up" or adjustment based on actual costs incurred during the year. If the actual costs related to Fire Operations exceed the Fire Operations Budget for that

particular year, then the City shall be responsible for such additional costs in excess of the Fire Operations Budget amount. If the actual costs related to EMS Operations exceed the EMS Operations Budget for that particular year, then the City shall be responsible for such additional costs in excess of the EMS Operations Budget amount.

Prior to November 1, the City (through its Fire Chief) shall make an annual budget presentation to the Town Board in a manner similar to the annual budget presentation provided to the City Council (including any relevant documents provided to the City Council).

A. Fire Operations

The City shall develop an annual budget for Fire Operations known as the “Fire Operations Budget,” which includes personnel, facility operations, training, administrative costs, and other related annual operating expenses. The total annual budget amount shall be shared by the City and all participating Towns using the following allocation method:

- One-third (1/3) based on equalized assessed property value (land and improvement value) (EAV) of each party’s respective service area, calculated by dividing each party’s EAV by the total EAV of all participating entities (City and Towns). The value data used for this calculation has been agreed upon by all parties. The data was provided by the Jefferson County Land Information Division (derived from equalized values determined by the State of Wisconsin Department of Revenue) for the last full year available when the Agreement was written (2024). It is shown in Table 1 below.

Table 1: EAV of each party (2024) as a percentage of the total.

FIRE & EMS Equalized Value	Total EAV	% of Total
City of Fort Atkinson	\$1,352,955,444	54.929%
Hebron Township	\$107,699,834	4.373%
Jefferson Township	\$67,399,521	2.736%
Koshkonong Township	\$623,877,672	25.329%
Oakland Township	\$201,143,328	8.166%
Sumner Township	\$110,017,013	4.467%
Total	\$2,463,092,812.00	100.000%

- One-third (1/3) based on population of each party’s respective service area, calculated by dividing each party’s population by the total population covered under this Agreement. The population data used for this calculation has been agreed upon by all parties. The data was provided by the Jefferson County Land Information Division (derived from U.S. Census data published by the Wisconsin Department of

Administration) and reflects the population estimate from 2023. It is shown in Table 2 below.

Table 2: Population of each party's respective service area (2023) as a percentage of the total.

FIRE & EMS Population	Total Population (2023)	% of Total
City of Fort Atkinson	12,502	67.085%
Hebron Township	656	3.520%
Jefferson Township	355	1.905%
Koshkonong Township	3438	18.448%
Oakland Township	1185	6.359%
Sumner Township	500	2.683%
Total	18,636	100.000%

- One-third (1/3) based on emergency call volume, calculated by dividing each party's number of emergency calls by the total number of calls during the period of January 1, 2023 through June 30, 2025. Emergency calls include all dispatched fire and EMS incidents originating within each jurisdiction. The call volume data used for this calculation has been agreed upon by all parties. The data was provided by the Fort Atkinson Fire Chief and staff. It is shown in Table 3 below.

Table 3: 1/1/2023 – 5/31/25 Call Volume as a percentage of the total

FIRE & EMS Call Volume	2023	2023 % of Total	2024	2024 % of Total	2025 (01/01/2025 to 05/31/2025)	Total
City of Fort Atkinson	1727	83.189%	1720	82.336%	732	82.712%
Hebron Township	43	2.071%	44	2.106%	17	1.921%
Jefferson Township	20	0.963%	14	0.670%	6	0.678%
Koshkonong Township	191	9.200%	208	9.957%	86	9.718%
**Oakland Township	74	3.565%	74	3.542%	31	3.503%
Sumner Township	21	1.012%	29	1.388%	13	1.469%
Total (non mutual aid)	2076	100.000%	2089	100.000%	885	100.00%
**Oakland uses 2025 projection back to 2023 and 2024						

The average of these three percentages, as shown below in Table 4, determines each party's annual, proportionate share of the Fire Operations budget.

Table 4: Average of Population, Equalized Value, and Call Volume

Parties to Agreement	Population	EAV	Call Volume	Average
City of Fort Atkinson	67.085%	54.929%	82.752%	68.256%
Hebron Township	3.520%	4.373%	2.059%	3.317%
Jefferson Township	1.905%	2.736%	0.792%	1.811%
Koshkonong Township	18.448%	25.329%	9.604%	17.794%
Oakland Township	6.359%	8.166%	3.545%	6.023%
Sumner Township	2.683%	4.467%	1.248%	2.799%
Total	100.000%	100.000%	100.000%	100.000%

Any annual increase to the Fire Operations Budget shall be the lesser of: (i) the City’s actual projected costs to continue managing and operating its Fire Operations in a manner consistent with its Fire Operations standards in effect as of the date of this Agreement; or (ii) seven percent (7%).

B. EMS Operations

The City shall develop an annual EMS Operations budget. Projected revenue from EMS billing for services provided to the City and all Towns shall be subtracted from total expenses to determine the “Net EMS Operating Budget.” This Net EMS Operating Budget shall be proportionately shared by all participating Towns (excluding the City) using the same allocation method described above:

- One-third (1/3) based on EAV
- One-third (1/3) based on population served
- One-third (1/3) based on emergency call volume from January 1, 2023 through June 30, 2025

The average of these three percentages, as shown in Table 5, determines the Town's annual, proportionate share of the Net EMS Operations Budget.

Table 5: Town Average of Population, Equalized Value, and Call Volume

Parties to Agreement	Population	EAV	Incidents	Average
Hebron Township	10.694%	9.701%	11.940%	10.779%
Jefferson Township	5.787%	6.071%	4.592%	5.484%
Koshkonong Township	56.048%	56.198%	55.683%	55.977%
Oakland Township	19.319%	18.119%	20.551%	19.329%
Sumner Township	8.151%	9.910%	7.233%	8.432%
Total	100.000%	100.000%	100.000%	100.000%

Any unused or unassigned fund balance allocated to the EMS Operations Budget in a particular year shall remain in the City’s EMS fund and shall be utilized for EMS purposes. At the point of recalculation described below, any positive fund balance shall be used to offset EMS Capital Equipment purchase.

The Fire Operations Budget and Net EMS Operations Budget projections for 2026-2030 are included as Table 6 below.

Table 6: Projected Fire and EMS Operating Budgets 2026-2030

City of Fort Atkinson Projected Operating Budgets 2026-2030					
	2026	2027	2028	2029	2030
Fire Operating	\$ 1,680,593.11	\$ 1,767,201.47	\$ 1,853,983.88	\$ 1,928,675.47	\$ 2,053,047.84
EMS Operating (Net)	\$ 95,162.00	\$ 153,579.96	\$ 160,452.96	\$ 188,541.91	\$ 268,175.12

C. Shared Fire Capital Equipment

The City shall project shared fire capital equipment needs and the associated costs for Fire Operations during the ten-year term of this Agreement (the “Fire Capital Equipment”). This includes vehicles and major equipment used jointly by the City and Towns. The total ten-year cost shall be amortized over a 20-year period to determine an annual cost for capital purchases, with annual contributions by each party intended to provide consistent funding for future purchases. The agreed upon Shared Fire Capital Improvements Plan 2026-2035 is included in this Agreement as Exhibit B.

These annual costs shall be shared by the City and all participating Towns using the percentages outlined in Table 4.

Any unused or unassigned fund balance allocated to the Fire Capital Budget in a particular year shall be utilized for the purchase of Fire Capital Equipment in a future year. Except as expressly set forth on Exhibit B and as updated as part of the recalculation described in this Agreement, the Town shall not be responsible for costs related to the purchasing of any other Fire Capital Equipment.

D. EMS Capital Equipment

The City shall project the needs and the associated costs for EMS-specific capital equipment, including EMS apparatus, ambulances, and major medical equipment, for the ten-year term of this Agreement (the “EMS Capital Equipment”). The total projected cost shall be amortized over ten (10) years to determine an annual cost. The agreed upon EMS Capital Improvement Plan 2026-2035 is included in this Agreement as Exhibit C. This annual cost shall be shared by the City and the Towns using the percentages outlined in Table 4.

Any unused or unassigned fund balance allocated to the EMS Capital Budget in a particular year shall be utilized for the purchase of EMS Capital Equipment in a future year. Except as expressly set forth on Exhibit C and as updated as part of the recalculation described in this Agreement, the Town shall not be responsible for costs related to the purchasing of any other EMS Capital Equipment.

E. Township-Specific Capital Equipment & Repairs

The City and the Towns understand and agree that certain fire apparatus are necessary only for the fire protection in the Towns, where high-capacity, pressurized water is not readily available. The City and the Town agree that when such equipment is purchased solely for the benefit of Towns (e.g., water tenders) (the “Town-Only Fire Capital Equipment”), the City shall purchase and own the Town-Only Fire Capital Equipment but shall not contribute

to its purchase or repair costs beyond routine preventive maintenance, fuel, and minor in-house repairs. The agreed upon Town-Only Fire Capital Improvement Plan 2026-2035 is included in this Agreement as Exhibit D.

These costs shall be amortized over 20 years to determine the annual cost and paid only by the benefiting Town(s), with the total annual cost for said equipment divided among the benefiting Town(s) per the percentages outlined in Table 5. See Exhibit E for the annual cost.

Any unused or unassigned fund balance allocated to the Town-Only Fire Capital Budget in a particular year shall be utilized for the purchase of Town-Only Fire Capital Equipment in a future year. The proceeds from the sale of any Town-Only Fire Capital Equipment shall be utilized for purchasing Town-Only Fire Capital Equipment.

The annual cost of the three capital categories for 2026-2030 are included as Table 7 below.

Table 7: Projected Capital Budgets 2026-2030

City of Fort Atkinson Projected Capital Budgets 2026-2030					
	2026	2027	2028	2029	2030
Fire (shared)	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00
EMS	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30
Town Fire Equipment	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00

SECTION 4 – Payment Terms

Annual Fees

Each Town's total annual fee will be a comprehensive sum calculated from its proportionate share in the five distinct cost categories outlined in Section 3:

Fire Operations (Section 3.A)

EMS Operations (Section 3.B)

Shared Fire Capital Equipment (Section 3.C)

EMS Capital Equipment (Section 3.D)

Township-Specific Capital Equipment & Repairs (Section 3.E)

This total annual amount for the Town will serve as the basis for its quarterly invoicing and is attached to the Agreement as Exhibit E. In each year as part of the City's proposed budget submitted to the Town for approval, the City shall itemize the specific amounts

allocated to each of the five cost categories that, when added together, makes up the Town's total payment.

Quarterly Invoicing

The City will provide invoices to the Town quarterly, and payments are due on March 1, June 1, September 1, and December 1 of each year. The City shall deliver each quarterly invoice at least 30 days before the invoice's applicable due date.

Late Payments and Non-Payment

A payment shall be deemed late if it is made 30 or more days after the applicable payment due date. Late payments will accrue interest at a rate of 1.5% per month. If payments are consistently late (the fourth or subsequent occurrence of a late payment), the City Manager may refer the matter to the City Council for appropriate action, which could include the City's suspension of fire service and EMS within the Town that is delinquent until the Town that is delinquent satisfies any balance that is due and owing.

SECTION 5 – Term and Renewal

This Agreement shall commence on January 1, 2026, and remain in effect through December 31, 2035, unless terminated earlier in accordance with Section 6.

The intent of the City and the Town is to continue this mutually beneficial relationship. As such, the City and Town may agree to up to two (2), five-year optional extensions of this Agreement upon the adoption of a joint resolution by the governing bodies of the City and the Town, with each extension triggering a recalculation of the formulas in Section 3 and the payments in Section 4.

SECTION 6 – Early Termination by a Town; Expansion of Town service area

The City and the Town intend to remain fully committed to this Agreement for its entire term and within the defined geographic boundaries for fire and EMS services. The City and the Town recognize that any reduction in a Town's service area can create a financial burden for the City, the Town, and any other towns in the service area.

If the Town takes action to terminate its fire and/or EMS service, whether in whole or in part of any established geographical boundary defined in this Agreement, the Town shall provide written notice to the City at least three (3) years prior to the termination becoming effective. The Town will remain financially obligated to the City for all applicable operational and capital costs under this Agreement prior to the termination becoming effective.

Proposals to expand a Town's service area under this Agreement can be considered by mutual consent and must occur by joint resolution approved by the governing bodies of

the City and the applicable Town. The City and the Town will calculate a cost for each cost category for the additional service area until such time that the formulas and payments are recalculated over the entire service area. Prior to recalculation, the Town's payment for the City to serve the added Town territory shall be proportionately allocated to each annual Fire Operations Budget, Net EMS Operations Budget, Fire Capital Budget, EMS Capital Budget, and Town-Only Fire Capital Budget.

The City shall notify the Town if the City adopts a joint resolution to add additional territory under this Section or if the City receives a termination notice from another Town.

SECTION 7 – Recalculation and Review

During the calendar year 2030, the below metrics will be updated based on the most recent available data:

- EAV data will be sourced from Jefferson County (derived from the State of Wisconsin Department of Revenue).
- Census Population Figures: Data will be sourced from Jefferson County (derived from U.S. Census data published by the Wisconsin Department of Administration).
- Four-year average emergency call volume: (January 1, 2026 – December 31, 2029)

The City and the Town will reconvene in the fourth quarter of 2030 to review the projected Fire Operations Budget and EMS Operations Budget for 2031-2035 based on the updated EAV, population, and emergency call volume metrics. The updated metrics will be utilized for the remainder of the initial term of the Agreement (2031-2035).

Furthermore, at the recalculation point, projected costs for the Fire Capital Equipment, EMS Capital Equipment, and Town-Only Fire Capital Equipment to be purchased in 2031-2035 as shown on Exhibits B, C, and D will be updated based on written estimates obtained from the City's equipment vendors/suppliers (to the extent that the City can in good faith obtain such written estimates from third party vendors/suppliers, and if a written estimate cannot be obtained, utilizing costs that customary for the industry).

Any Fire Capital Equipment, EMS Capital Equipment, and Town-Only Fire Capital Equipment added to Exhibits B, C, and D shall be amortized over a period utilized for similar equipment in the Agreement (20 years for Fire Capital Equipment, 10 years for EMS Capital Equipment, and 20 years Town-Only Fire Capital Equipment) and beginning on the effective date of recalculation (January 1, 2031).

After Exhibits B, C, and D have been updated as part of the recalculation, the Town shall not be responsible for costs related to the purchasing of any other Fire Capital Equipment and EMS Capital Equipment.

SECTION 8 – Fire Prevention and Code Enforcement

Ordinance Adoption

The Town shall adopt and maintain a fire prevention and inspection ordinance, including enforcement provisions mutually acceptable to both parties. Such ordinances include fire/EMS facility fees, fire reinspection fees, and self-reporting/electronic fire inspection remittance. These ordinances shall remain in effect throughout the term of this Agreement.

Inspections and Enforcement

The City Fire Chief or designee shall conduct inspections of buildings in accordance with applicable codes and state law. The Town agrees to support enforcement efforts for fire code violations.

SECTION 9 – Insurance and Liability

Insurance

The City shall maintain insurance coverage appropriate to the services provided, including general liability, vehicle liability, and workers' compensation.

Driveway Damage Liability

The Town agrees to hold harmless the City from claims or damages to driveways, landscaping, or similar property caused by City emergency vehicles during emergency responses.

The Town shall maintain and enforce a driveway ordinance to ensure proper access for emergency vehicles. Any proposed ordinance amendment must be submitted to the City for review and approval before adoption.

Any damage to an emergency vehicle during a response that is directly related to non-compliance with an adopted driveway ordinance by a Town property owner may be invoiced to that property owner upon approval Town Board.

SECTION 10 – Revenue and Asset Ownership

Revenue

All revenue, including but not limited to distributions, donations, reimbursements, spillover, pays invoices, user fees, and proceeds from the sale of equipment, shall remain the sole property of the City.

Capital Assets

All capital assets at the time of that this Agreement becomes effective and all future purchases, including Town-specific equipment, shall remain the property of the City upon termination, expiration, or non-renewal of this Agreement.

2% Fire Dues

All 2% fire dues received by the Town pursuant to Wis. Stat. § 101.573 shall be forwarded to the City annually. These funds shall be used in accordance with statutory requirements and are in addition to annual service fees.

Ambulance Service Fees

The City shall be solely responsible for the billing and collection of ambulance service fees. Residents of the Town shall be billed at the “resident rate” if such a rate is applicable in the City’s Schedule of Fees.

The Town shall not be liable, and the City shall hold the Town harmless, for uncollected ambulance service fees from individuals or properties served.

SECTION 11 – Additional Municipal Agreements

The City may enter into agreements with other municipalities for fire and/or EMS services, provided those agreements do not impair the City’s ability to fulfill obligations under this Agreement. The City shall notify the Town if the City enters into a contract to provide fire or EMS to another municipality as described in this Section.

If any additional municipalities, or portions thereof, enter into an agreement with the City for Fire and/or EMS services, the City will include any revenues from such service in the Fire Operations Budget and EMS Operations Budget and the percentage of costs assigned to each Town will be readjusted accordingly. In that scenario, the Town’s financial obligations for operating costs may decrease. The capital costs would remain the same until the recalculation.

Any such additional municipalities would be included in the next scheduled recalculation per Section 7 of this Agreement.

SECTION 12 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

SECTION 13 – Entire Agreement and Prior Agreements Superseded

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous agreements, contracts, negotiations, or understandings, whether written or oral, between the City and the Town regarding fire protection and EMS services, including the Prior Agreements. The Prior Agreements are hereby terminated, and rendered null and void as of 11:59 p.m. on December 31, 2025.

This Agreement shall be binding on the parties upon the occurrence of all of the following: (a) this Agreement is signed by the parties; (b) the City has signed an agreement in the same form as this Agreement (except for service area and town party name) with each of the four other towns identified in this Agreement; and (c) each town referenced in Section 13(b) has also signed the applicable agreement.

SECTION 14 – Amendments

This Agreement may be amended upon the occurrence of all of the following : (a) a written instrument signed by both parties and approved by their respective governing bodies; and (b) the same written instrument (except for service area and town party name) has been signed by the City and each of the other towns identified in this Agreement, unless any such town has terminated its applicable agreement with the City. The recitals and exhibits of this Agreement are hereby incorporated into and made a part of this Agreement.

SECTION 15 – Force Majeure

Neither party shall be liable for failure to perform any obligation under this Agreement if such failure is caused by events beyond the party's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor strikes, or federal, State of Wisconsin, or Jefferson County governmental actions, provided that the affected party provides prompt notice to the other party and resumes performance as soon as reasonably practicable. If the City provides written notice to the Town for the purpose of invoking a force majeure event under this Section, the City shall take all necessary action to make arrangements for alternative fire and EMS services on behalf of the Town.

[Signature Page to Follow]

Signature Page

City of Fort Atkinson

By: _____

Title: _____

Date: _____

Council Approval Date: _____

WITNESS:

By: _____

Title: _____

Town of Oakland

By: _____

Title: Laura Payne, Town Chairperson

Date: _____

Town Board Approval Date: _____

WITNESS:

By: _____

Title: Susan Dascenzo, Town Clerk/Treasurer

ATTACHMENTS:

EXHIBIT A – Map and Legal Description of Town Service Area

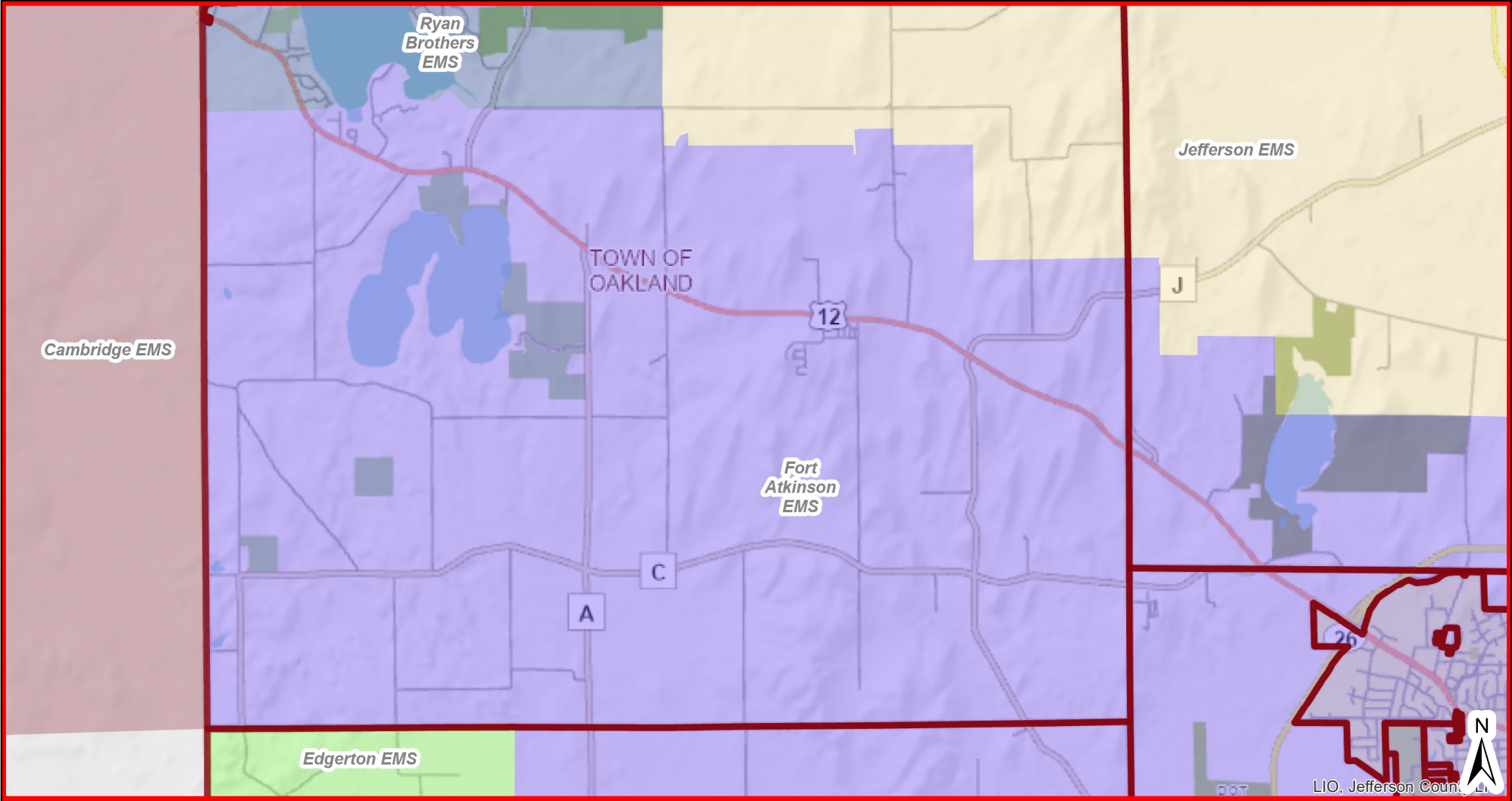
EXHIBIT B – Shared Fire Capital Improvement Plan (2026-2035)

EXHIBIT C – EMS Capital Improvement Plan (2026-2035)

EXHIBIT D – Town Only Fire Capital Improvement Plan (2026-2035)

EXHIBIT E – Annual Projections for each Cost Category (2026-2030)

EXHIBIT A: Fort Atkinson Fire Department - Oakland Township Fire & EMS Coverage Map



-  Municipal Boundaries

EMS Districts

 Cambridge EMS

 Edgerton EMS

 Fort Atkinson EMS

 Ixonia EMS

 Jefferson EMS

 Johnson Creek EMS

 Palmyra EMS

 Ryan Brothers EMS

 Waterloo EMS

 Watertown EMS

 Western Lakes

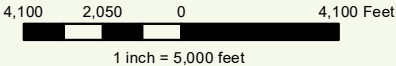
 Whitewater EMS



Jefferson County Geographic Information System

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

Printed on: July 2, 2025



Author: Public User

Town of Oakland EMS Service Area for Fort Atkinson EMS

All of Sections 14 through 36 in Town 6 North, Range 13 East, Township of Oakland, Jefferson County, Wisconsin.

Excepting the North ½ of Northeast Quarter of Section 14, Town 6 North, Range 13 East, Township of Oakland, Jefferson County.

Excepting the Northwest of the Northwest Quarter of Section 14, Town 6 North, Range 13 East, Township of Oakland, Jefferson County.

Excepting the Northeast Quarter of the Northwest Quarter lying North of the following: a part of the NE1/4 and SE1/4 of the NW1/4 of Section 14, T6N, R13E, Town of Oakland, Jefferson County, Wisconsin, to-wit: Beginning at the SW corner of Certified Survey Map #2682; thence N0°53'04"W, along the west line of said Certified Survey Map #2682 and the west line of Certified Survey Map #268, 866.72 feet to the NW corner thereof; thence S89°52'23"E, along the north line of said Certified Survey Map #268, 650.00 feet to the N-S line of said Section 14; thence N0°53'04"W, along said N-S line, also being the centerline of Ehrke Road, 19.00 feet; thence N89°52'23"W, 1175 feet more or less to a point 20 feet east of the east line of a parcel described in Volume 891 Records page 915; thence Southerly, parallel with said east line, to a point 20 feet south of the south line of said parcel; thence Westerly, parallel with the south line of said parcel to a point 643 feet west of the west line of said Certified Survey Map #268; thence Southerly, 845 feet more or less to the extension of the south line of said Certified Survey Map #2682; thence S89°05'12"E, along said extension, 612.5 feet to the point of beginning, containing 12.5 acres more or less and subject to a road right of way across the east 33 feet for Ehrke Road. Township 6 North, Range 13 East, Township of Oakland, Jefferson County, Wisconsin.

Excepting the North 1/2 of the North 1/2 of Section 15, Town 6 North, Range 13 East, Township of Oakland, Jefferson County.

Also Certified Survey Map Number 2562 in Volume 9, Page 202, in Document Number 882439, being part of the Northwest Quarter and Southwest Quarter of the Northwest Quarter of Section 15, Town 6 North, Range 13 East, Town of Oakland, Jefferson County, Wisconsin.

Also the Southeast Quarter of Section 7 lying South of Lake Ripley and Southeast of the Northwest line of Certified Survey Map Number 3527, in Volume 16, Page 48, in Document Number 981563, Town 6 North, Range 13 East, Town of Oakland, Jefferson County, Wisconsin.

Also the South ½ of the South ½ of Section 8 lying South of Lake Ripley and Southwest of Certified Survey Map 2903, in Volume 11, Page 220, in Document 923430, Town 6 North, Range 13 East, Town of Oakland, Jefferson County, Wisconsin.

Town of Oakland Fire Service Area for Fort Atkinson Fire

All of Sections 14 through 36 in Town 6 North, Range 13 East, Township of Oakland, Jefferson County, Wisconsin.

Excepting the North ½ of Northeast Quarter of Section 14, Town 6 North, Range 13 East, Township of Oakland, Jefferson County.

Excepting the Northwest of the Northwest Quarter of Section 14, Town 6 North, Range 13 East, Township of Oakland, Jefferson County.

Excepting the Northeast Quarter of the Northwest Quarter lying North of the following: a part of the NE1/4 and SE1/4 of the NW1/4 of Section 14, T6N, R13E, Town of Oakland, Jefferson County, Wisconsin, to-wit: Beginning at the SW corner of Certified Survey Map #2682; thence N0°53'04"W, along the west line of said Certified Survey Map #2682 and the west line of Certified Survey Map #268, 866.72 feet to the NW corner thereof; thence S89°52'23"E, along the north line of said Certified Survey Map #268, 650.00 feet to the N-S line of said Section 14; thence N0°53'04"W, along said N-S line, also being the centerline of Ehrke Road, 19.00 feet; thence N89°52'23"W, 1175 feet more or less to a point 20 feet east of the east line of a parcel described in Volume 891 Records page 915; thence Southerly, parallel with said east line, to a point 20 feet south of the south line of said parcel; thence Westerly, parallel with the south line of said parcel to a point 643 feet west of the west line of said Certified Survey Map #268; thence Southerly, 845 feet more or less to the extension of the south line of said Certified Survey Map #2682; thence S89°05'12"E, along said extension, 612.5 feet to the point of beginning, containing 12.5 acres more or less and subject to a road right of way across the east 33 feet for Ehrke Road. Township 6 North, Range 13 East, Township of Oakland, Jefferson County, Wisconsin.

Excepting the North 1/2 of the North 1/2 of Section 15, Town 6 North, Range 13 East, Township of Oakland, Jefferson County.

Also Certified Survey Map Number 2562 in Volume 9, Page 202, in Document Number 882439, being part of the Northwest Quarter and Southwest Quarter of the Northwest Quarter of Section 15, Town 6 North, Range 13 East, Town of Oakland, Jefferson County, Wisconsin.

Also the Southeast Quarter of Section 7 lying South of Lake Ripley and Southeast of the Northwest line of Certified Survey Map Number 3527, in Volume 16, Page 48, in Document Number 981563, Town 6 North, Range 13 East, Town of Oakland, Jefferson County, Wisconsin.

Also the South ½ of the South ½ of Section 8 lying South of Lake Ripley and Southwest of Certified Survey Map 2903, in Volume 11, Page 220, in Document 923430, Town 6 North, Range 13 East, Town of Oakland, Jefferson County, Wisconsin.

Exhibit B
Shared Fire Capital Improvement Plan 2026-2035

Capital Item	Replacement Year									
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Engine	\$ -	\$ -	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ 1,300,000.00	\$ -	\$ -	\$ -
Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Squad	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000.00	\$ -
Light Rescue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brush Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Chief's Squad	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bureau Car	\$ -	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Boat	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
All-Terrain Vehicle (ATV)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Extrication Equipment	\$ -	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SCBA Compressor	\$ -	\$ -	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SCBAs	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PPE Dryer	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total per Year	\$ 70,000.00	\$ 78,000.00	\$ 1,200,000.00	\$ 560,000.00	\$ 75,000.00	\$ -	\$ 1,300,000.00	\$ -	\$ 1,200,000.00	\$ -
										TOTAL
										\$ 4,483,000.00
										Years
										20
										\$ 224,150.00

Annual cost of
Shared Fire Capital

Exhibit C
EMS Capital Improvement Plan 2026-2035

Capital Item	Replacement Year										TOTAL
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Ambulance	\$ 378,948.00	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00	\$ -	\$ -	\$ 600,000.00	\$ -	
Equipment for Ambulance	\$ 128,585.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Replacement Chassis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ -	
Total	\$ 507,533.00	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00	\$ -	\$ 100,000.00	\$ 600,000.00	\$ -	\$ 1,757,533.00

Years

10

\$ 175,753.30

Annual cost of EMS Capital

Exhibit D

Town Only Fire Capital Improvement Plan 2026-2035

Capital Item	Replacement Year										TOTAL
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Tender - New	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	
Tender - Refurb (new Chassis)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ 1,500,000.00
										Years	20
											\$ 75,000.00

Annual cost of Town
Only Fire Capital

EXHIBIT E - Annual Projections for each Cost Category

3.A FIRE OPERATIONS PROJECTIONS

	Fire Operating Percent	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 1,147,099.00	\$ 1,206,214.07	\$ 1,265,447.93	\$ 1,316,429.12	\$ 1,401,320.24
Hebron Township	3.32%	\$ 55,750.98	\$ 58,624.08	\$ 61,502.94	\$ 63,980.72	\$ 68,106.57
Jefferson Township	1.81%	\$ 30,437.63	\$ 32,006.21	\$ 33,577.95	\$ 34,930.70	\$ 37,183.24
Koshkonong Township	17.79%	\$ 299,040.04	\$ 314,450.89	\$ 329,892.71	\$ 343,183.12	\$ 365,313.60
Oakland Township	6.02%	\$ 101,224.96	\$ 106,441.53	\$ 111,668.58	\$ 116,167.38	\$ 123,658.54
Sumner Township	2.80%	\$ 47,040.50	\$ 49,464.70	\$ 51,893.78	\$ 53,984.43	\$ 57,465.66
TOTALS	100.00%	\$ 1,680,593.11	\$ 1,767,201.47	\$ 1,853,983.89	\$ 1,928,675.47	\$ 2,053,047.85

3.B EMS OPERATIONS PROJECTIONS

	EMS Operating Percent	2026	2027	2028	2029	2030
Hebron Township	10.78%	\$ 10,257.28	\$ 16,554.01	\$ 17,294.84	\$ 20,322.48	\$ 28,905.95
Jefferson Township	5.48%	\$ 5,218.40	\$ 8,421.87	\$ 8,798.77	\$ 10,339.08	\$ 14,705.93
Koshkonong Township	55.98%	\$ 53,268.39	\$ 85,968.75	\$ 89,816.01	\$ 105,539.24	\$ 150,115.15
Oakland Township	19.33%	\$ 18,394.31	\$ 29,686.20	\$ 31,014.71	\$ 36,444.16	\$ 51,836.84
Sumner Township	8.43%	\$ 8,023.61	\$ 12,949.13	\$ 13,528.63	\$ 15,896.95	\$ 22,611.25
TOTALS	100.00%	\$ 95,162.00	\$ 153,579.96	\$ 160,452.96	\$ 188,541.91	\$ 268,175.12

3.C FIRE SHARED CAPITAL EQUIPMENT

	Fire Shared Capital	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94
Hebron Township	3.32%	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82
Jefferson Township	1.81%	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63
Koshkonong Township	17.79%	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62
Oakland Township	6.02%	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93
Sumner Township	2.80%	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05
TOTALS	100.00%	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00

3.D EMS SHARED CAPITAL EQUIPMENT

	EMS Shared Capital	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48
Hebron Township	3.32%	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33
Jefferson Township	1.81%	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11
Koshkonong Township	17.79%	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05
Oakland Township	6.02%	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92
Sumner Township	2.80%	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41
TOTALS	100.00%	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30

3.E FIRE TOWN CAPITAL EQUIPMENT

	Fire Town Capital	2026	2027	2028	2029	2030
Hebron Township	10.78%	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07
Jefferson Township	5.48%	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78
Koshkonong Township	55.98%	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40
Oakland Township	19.33%	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11
Sumner Township	8.43%	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64
TOTALS	100.00%	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00

ANNUAL TOTAL - PROJECTION

	2026 Projection	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Hebron Township	\$ 78,348.32	\$ 84,424.88	\$ 87,680.64	\$ 91,698.73	\$ 100,191.43
Jefferson Township	\$ 47,011.55	\$ 51,783.61	\$ 53,732.24	\$ 56,625.31	\$ 63,244.70
Koshkonong Township	\$ 465,448.52	\$ 513,559.72	\$ 532,848.81	\$ 561,862.44	\$ 628,568.83
Oakland Township	\$ 158,203.23	\$ 174,711.68	\$ 181,267.25	\$ 191,195.49	\$ 214,079.33
Sumner Township	\$ 72,581.21	\$ 79,930.94	\$ 82,939.51	\$ 87,398.48	\$ 97,594.01

CITY OF FORT ATKINSON

And

TOWNSHIP FIRE AND EMS AGREEMENT

This Agreement is made and entered into as of January 1, 2026, by and between the City of Fort Atkinson, a municipal corporation located in Jefferson County, Wisconsin (hereinafter, the “City”), and the Town of Jefferson, a township in Jefferson County, Wisconsin (hereinafter, the “Town”).

RECITALS:

WHEREAS, the City operates a fire and emergency medical services (EMS) department capable of providing such services to surrounding jurisdictions;

WHEREAS, the Town desires to enter into this Agreement with the City for the provision of fire protection and EMS services to a portion or all of the Town as further described in the Agreement;

WHEREAS, the City and Town currently maintain separate fire protection and EMS contracts with differing expiration dates (collectively, the “Prior Agreements”) and intend to combine and supersede such contracts by entering into this Agreement;

WHEREAS, the City intends to enter into the same agreement as this Agreement (except for service area and township party) with the Towns of Oakland, Sumner, Jefferson, Koshkonong, and Hebron.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

SECTION 1 – Scope of Services

The City agrees to provide comprehensive fire protection and emergency medical services to the portion of the Town depicted and described on the attached Exhibit A.

These services include, but are not limited to, fire suppression, emergency medical services (EMS), fire prevention and inspections, water rescue and auto extrication.

SECTION 2 – Authority and Oversight

Fire Department Management

The City shall have sole authority over Fire and EMS department management. The Fire Chief shall determine staffing, operations, and service delivery methodology for the portion

of the Town served under this Agreement and any other Towns or portions thereof served under the Agreement.

Personnel and Equipment

The City shall furnish all necessary personnel, equipment, and apparatus to perform the services outlined in this Agreement. The Fire Chief, or their designee, shall determine the appropriate personnel and equipment dispatched to each incident.

Station Staffing

The City shall maintain 24-hour staffing of fire and EMS personnel at its fire station in order to sufficiently perform the fire services and EMS under this Agreement. The City shall notify the Town in advance of any changes in full-time staffing levels. The City shall participate in the Mutual Aid Box Alarm System (MABAS) program to ensure the service area under this Agreement is sufficiently covered.

Grant of Authority

When rendering services under this Agreement, the City and its personnel shall possess all powers granted under Wis. Stat. § 213.095 and other applicable statutes.

SECTION 3 – Funding Formulas: Fire Operations, EMS, and Capital Equipment

The total annual cost for each participating Town shall be determined by calculating five separate components, each using a specific method as outlined below. These five components are as follows: (A) Fire Operations Budget; (B) Net EMS Operations Budget; (C) Fire Capital Budget; (D) EMS Capital Budget; and (E) Town-Only Fire Capital Budget. The total cost for each Town will be the sum of its proportionate share from Sections A through E.

Annual Budget Adjustments and Projections

The City will provide a proposed budget for the Fire Operations Budget (Section 3.A) and EMS Operations Budget (Section 3.B) to the Town's governing body by October 1st of each year, which shall be applicable for the following year. While these annual amounts may change based on operational needs and economic factors, the City has provided its best good-faith projected annual Fire Operations Budget and EMS Operations Budget totals for the first five years of this 10-year Agreement in Table 6 below, with the understanding that all data will be updated for the last five years of the Agreement per Section 7. Payments for Sections 3.A and 3.B. will be based solely on the provided annual budget totals. There will be no subsequent "true-up" or adjustment based on actual costs incurred during the year. If the actual costs related to Fire Operations exceed the Fire Operations Budget for that

particular year, then the City shall be responsible for such additional costs in excess of the Fire Operations Budget amount. If the actual costs related to EMS Operations exceed the EMS Operations Budget for that particular year, then the City shall be responsible for such additional costs in excess of the EMS Operations Budget amount.

Prior to November 1, the City (through its Fire Chief) shall make an annual budget presentation to the Town Board in a manner similar to the annual budget presentation provided to the City Council (including any relevant documents provided to the City Council).

A. Fire Operations

The City shall develop an annual budget for Fire Operations known as the “Fire Operations Budget,” which includes personnel, facility operations, training, administrative costs, and other related annual operating expenses. The total annual budget amount shall be shared by the City and all participating Towns using the following allocation method:

- One-third (1/3) based on equalized assessed property value (land and improvement value) (EAV) of each party’s respective service area, calculated by dividing each party’s EAV by the total EAV of all participating entities (City and Towns). The value data used for this calculation has been agreed upon by all parties. The data was provided by the Jefferson County Land Information Division (derived from equalized values determined by the State of Wisconsin Department of Revenue) for the last full year available when the Agreement was written (2024). It is shown in Table 1 below.

Table 1: EAV of each party (2024) as a percentage of the total.

FIRE & EMS Equalized Value	Total EAV	% of Total
City of Fort Atkinson	\$1,352,955,444	54.929%
Hebron Township	\$107,699,834	4.373%
Jefferson Township	\$67,399,521	2.736%
Koshkonong Township	\$623,877,672	25.329%
Oakland Township	\$201,143,328	8.166%
Sumner Township	\$110,017,013	4.467%
Total	\$2,463,092,812.00	100.000%

- One-third (1/3) based on population of each party’s respective service area, calculated by dividing each party’s population by the total population covered under this Agreement. The population data used for this calculation has been agreed upon by all parties. The data was provided by the Jefferson County Land Information Division (derived from U.S. Census data published by the Wisconsin Department of

Administration) and reflects the population estimate from 2023. It is shown in Table 2 below.

Table 2: Population of each party's respective service area (2023) as a percentage of the total.

FIRE & EMS Population	Total Population (2023)	% of Total
City of Fort Atkinson	12,502	67.085%
Hebron Township	656	3.520%
Jefferson Township	355	1.905%
Koshkonong Township	3438	18.448%
Oakland Township	1185	6.359%
Sumner Township	500	2.683%
Total	18,636	100.000%

- One-third (1/3) based on emergency call volume, calculated by dividing each party's number of emergency calls by the total number of calls during the period of January 1, 2023 through June 30, 2025. Emergency calls include all dispatched fire and EMS incidents originating within each jurisdiction. The call volume data used for this calculation has been agreed upon by all parties. The data was provided by the Fort Atkinson Fire Chief and staff. It is shown in Table 3 below.

Table 3: 1/1/2023 – 5/31/25 Call Volume as a percentage of the total

FIRE & EMS Call Volume	2023	2023 % of Total	2024	2024 % of Total	2025 (01/01/2025 to 05/31/2025)		Total	
City of Fort Atkinson	1727	83.189%	1720	82.336%	732	82.712%	4179	82.752%
Hebron Township	43	2.071%	44	2.106%	17	1.921%	104	2.059%
Jefferson Township	20	0.963%	14	0.670%	6	0.678%	40	0.792%
Koshkonong Township	191	9.200%	208	9.957%	86	9.718%	485	9.604%
**Oakland Township	74	3.565%	74	3.542%	31	3.503%	179	3.545%
Sumner Township	21	1.012%	29	1.388%	13	1.469%	63	1.248%
Total (non mutual aid)	2076	100.000%	2089	100.000%	885	100.00%	5050	100.000%
**Oakland uses 2025 projection back to 2023 and 2024								

The average of these three percentages, as shown below in Table 4, determines each party's annual, proportionate share of the Fire Operations budget.

Table 4: Average of Population, Equalized Value, and Call Volume

Parties to Agreement	Population	EAV	Call Volume	Average
City of Fort Atkinson	67.085%	54.929%	82.752%	68.256%
Hebron Township	3.520%	4.373%	2.059%	3.317%
Jefferson Township	1.905%	2.736%	0.792%	1.811%
Koshkonong Township	18.448%	25.329%	9.604%	17.794%
Oakland Township	6.359%	8.166%	3.545%	6.023%
Sumner Township	2.683%	4.467%	1.248%	2.799%
Total	100.000%	100.000%	100.000%	100.000%

Any annual increase to the Fire Operations Budget shall be the lesser of: (i) the City’s actual projected costs to continue managing and operating its Fire Operations in a manner consistent with its Fire Operations standards in effect as of the date of this Agreement; or (ii) seven percent (7%).

B. EMS Operations

The City shall develop an annual EMS Operations budget. Projected revenue from EMS billing for services provided to the City and all Towns shall be subtracted from total expenses to determine the “Net EMS Operating Budget.” This Net EMS Operating Budget shall be proportionately shared by all participating Towns (excluding the City) using the same allocation method described above:

- One-third (1/3) based on EAV
- One-third (1/3) based on population served
- One-third (1/3) based on emergency call volume from January 1, 2023 through June 30, 2025

The average of these three percentages, as shown in Table 5, determines the Town's annual, proportionate share of the Net EMS Operations Budget.

Table 5: Town Average of Population, Equalized Value, and Call Volume

Parties to Agreement	Population	EAV	Incidents	Average
Hebron Township	10.694%	9.701%	11.940%	10.779%
Jefferson Township	5.787%	6.071%	4.592%	5.484%
Koshkonong Township	56.048%	56.198%	55.683%	55.977%
Oakland Township	19.319%	18.119%	20.551%	19.329%
Sumner Township	8.151%	9.910%	7.233%	8.432%
Total	100.000%	100.000%	100.000%	100.000%

Any unused or unassigned fund balance allocated to the EMS Operations Budget in a particular year shall remain in the City’s EMS fund and shall be utilized for EMS purposes. At the point of recalculation described below, any positive fund balance shall be used to offset EMS Capital Equipment purchase.

The Fire Operations Budget and Net EMS Operations Budget projections for 2026-2030 are included as Table 6 below.

Table 6: Projected Fire and EMS Operating Budgets 2026-2030

City of Fort Atkinson Projected Operating Budgets 2026-2030					
	2026	2027	2028	2029	2030
Fire Operating	\$ 1,680,593.11	\$ 1,767,201.47	\$ 1,853,983.88	\$ 1,928,675.47	\$ 2,053,047.84
EMS Operating (Net)	\$ 95,162.00	\$ 153,579.96	\$ 160,452.96	\$ 188,541.91	\$ 268,175.12

C. Shared Fire Capital Equipment

The City shall project shared fire capital equipment needs and the associated costs for Fire Operations during the ten-year term of this Agreement (the “Fire Capital Equipment”). This includes vehicles and major equipment used jointly by the City and Towns. The total ten-year cost shall be amortized over a 20-year period to determine an annual cost for capital purchases, with annual contributions by each party intended to provide consistent funding for future purchases. The agreed upon Shared Fire Capital Improvements Plan 2026-2035 is included in this Agreement as Exhibit B.

These annual costs shall be shared by the City and all participating Towns using the percentages outlined in Table 4.

Any unused or unassigned fund balance allocated to the Fire Capital Budget in a particular year shall be utilized for the purchase of Fire Capital Equipment in a future year. Except as expressly set forth on Exhibit B and as updated as part of the recalculation described in this Agreement, the Town shall not be responsible for costs related to the purchasing of any other Fire Capital Equipment.

D. EMS Capital Equipment

The City shall project the needs and the associated costs for EMS-specific capital equipment, including EMS apparatus, ambulances, and major medical equipment, for the ten-year term of this Agreement (the “EMS Capital Equipment”). The total projected cost shall be amortized over ten (10) years to determine an annual cost. The agreed upon EMS Capital Improvement Plan 2026-2035 is included in this Agreement as Exhibit C. This annual cost shall be shared by the City and the Towns using the percentages outlined in Table 4.

Any unused or unassigned fund balance allocated to the EMS Capital Budget in a particular year shall be utilized for the purchase of EMS Capital Equipment in a future year. Except as expressly set forth on Exhibit C and as updated as part of the recalculation described in this Agreement, the Town shall not be responsible for costs related to the purchasing of any other EMS Capital Equipment.

E. Township-Specific Capital Equipment & Repairs

The City and the Towns understand and agree that certain fire apparatus are necessary only for the fire protection in the Towns, where high-capacity, pressurized water is not readily available. The City and the Town agree that when such equipment is purchased solely for the benefit of Towns (e.g., water tenders) (the “Town-Only Fire Capital Equipment”), the City shall purchase and own the Town-Only Fire Capital Equipment but shall not contribute

to its purchase or repair costs beyond routine preventive maintenance, fuel, and minor in-house repairs. The agreed upon Town-Only Fire Capital Improvement Plan 2026-2035 is included in this Agreement as Exhibit D.

These costs shall be amortized over 20 years to determine the annual cost and paid only by the benefiting Town(s), with the total annual cost for said equipment divided among the benefiting Town(s) per the percentages outlined in Table 5. See Exhibit E for the annual cost.

Any unused or unassigned fund balance allocated to the Town-Only Fire Capital Budget in a particular year shall be utilized for the purchase of Town-Only Fire Capital Equipment in a future year. The proceeds from the sale of any Town-Only Fire Capital Equipment shall be utilized for purchasing Town-Only Fire Capital Equipment.

The annual cost of the three capital categories for 2026-2030 are included as Table 7 below.

Table 7: Projected Capital Budgets 2026-2030

City of Fort Atkinson Projected Capital Budgets 2026-2030					
	2026	2027	2028	2029	2030
Fire (shared)	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00
EMS	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30
Town Fire Equipment	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00

SECTION 4 – Payment Terms

Annual Fees

Each Town's total annual fee will be a comprehensive sum calculated from its proportionate share in the five distinct cost categories outlined in Section 3:

Fire Operations (Section 3.A)

EMS Operations (Section 3.B)

Shared Fire Capital Equipment (Section 3.C)

EMS Capital Equipment (Section 3.D)

Township-Specific Capital Equipment & Repairs (Section 3.E)

This total annual amount for the Town will serve as the basis for its quarterly invoicing and is attached to the Agreement as Exhibit E. In each year as part of the City's proposed budget submitted to the Town for approval, the City shall itemize the specific amounts

allocated to each of the five cost categories that, when added together, makes up the Town's total payment.

Quarterly Invoicing

The City will provide invoices to the Town quarterly, and payments are due on March 1, June 1, September 1, and December 1 of each year. The City shall deliver each quarterly invoice at least 30 days before the invoice's applicable due date.

Late Payments and Non-Payment

A payment shall be deemed late if it is made 30 or more days after the applicable payment due date. Late payments will accrue interest at a rate of 1.5% per month. If payments are consistently late (the fourth or subsequent occurrence of a late payment), the City Manager may refer the matter to the City Council for appropriate action, which could include the City's suspension of fire service and EMS within the Town that is delinquent until the Town that is delinquent satisfies any balance that is due and owing.

SECTION 5 – Term and Renewal

This Agreement shall commence on January 1, 2026, and remain in effect through December 31, 2035, unless terminated earlier in accordance with Section 6.

The intent of the City and the Town is to continue this mutually beneficial relationship. As such, the City and Town may agree to up to two (2), five-year optional extensions of this Agreement upon the adoption of a joint resolution by the governing bodies of the City and the Town, with each extension triggering a recalculation of the formulas in Section 3 and the payments in Section 4.

SECTION 6 – Early Termination by a Town; Expansion of Town service area

The City and the Town intend to remain fully committed to this Agreement for its entire term and within the defined geographic boundaries for fire and EMS services. The City and the Town recognize that any reduction in a Town's service area can create a financial burden for the City, the Town, and any other towns in the service area.

If the Town takes action to terminate its fire and/or EMS service, whether in whole or in part of any established geographical boundary defined in this Agreement, the Town shall provide written notice to the City at least three (3) years prior to the termination becoming effective. The Town will remain financially obligated to the City for all applicable operational and capital costs under this Agreement prior to the termination becoming effective.

Proposals to expand a Town's service area under this Agreement can be considered by mutual consent and must occur by joint resolution approved by the governing bodies of

the City and the applicable Town. The City and the Town will calculate a cost for each cost category for the additional service area until such time that the formulas and payments are recalculated over the entire service area. Prior to recalculation, the Town's payment for the City to serve the added Town territory shall be proportionately allocated to each annual Fire Operations Budget, Net EMS Operations Budget, Fire Capital Budget, EMS Capital Budget, and Town-Only Fire Capital Budget.

The City shall notify the Town if the City adopts a joint resolution to add additional territory under this Section or if the City receives a termination notice from another Town.

SECTION 7 – Recalculation and Review

During the calendar year 2030, the below metrics will be updated based on the most recent available data:

- EAV data will be sourced from Jefferson County (derived from the State of Wisconsin Department of Revenue).
- Census Population Figures: Data will be sourced from Jefferson County (derived from U.S. Census data published by the Wisconsin Department of Administration).
- Four-year average emergency call volume: (January 1, 2026 – December 31, 2029)

The City and the Town will reconvene in the fourth quarter of 2030 to review the projected Fire Operations Budget and EMS Operations Budget for 2031-2035 based on the updated EAV, population, and emergency call volume metrics. The updated metrics will be utilized for the remainder of the initial term of the Agreement (2031-2035).

Furthermore, at the recalculation point, projected costs for the Fire Capital Equipment, EMS Capital Equipment, and Town-Only Fire Capital Equipment to be purchased in 2031-2035 as shown on Exhibits B, C, and D will be updated based on written estimates obtained from the City's equipment vendors/suppliers (to the extent that the City can in good faith obtain such written estimates from third party vendors/suppliers, and if a written estimate cannot be obtained, utilizing costs that customary for the industry).

Any Fire Capital Equipment, EMS Capital Equipment, and Town-Only Fire Capital Equipment added to Exhibits B, C, and D shall be amortized over a period utilized for similar equipment in the Agreement (20 years for Fire Capital Equipment, 10 years for EMS Capital Equipment, and 20 years Town-Only Fire Capital Equipment) and beginning on the effective date of recalculation (January 1, 2031).

After Exhibits B, C, and D have been updated as part of the recalculation, the Town shall not be responsible for costs related to the purchasing of any other Fire Capital Equipment and EMS Capital Equipment.

SECTION 8 – Fire Prevention and Code Enforcement

Ordinance Adoption

The Town shall adopt and maintain a fire prevention and inspection ordinance, including enforcement provisions mutually acceptable to both parties. Such ordinances include fire/EMS facility fees, fire reinspection fees, and self-reporting/electronic fire inspection remittance. These ordinances shall remain in effect throughout the term of this Agreement.

Inspections and Enforcement

The City Fire Chief or designee shall conduct inspections of buildings in accordance with applicable codes and state law. The Town agrees to support enforcement efforts for fire code violations.

SECTION 9 – Insurance and Liability

Insurance

The City shall maintain insurance coverage appropriate to the services provided, including general liability, vehicle liability, and workers' compensation.

Driveway Damage Liability

The Town agrees to hold harmless the City from claims or damages to driveways, landscaping, or similar property caused by City emergency vehicles during emergency responses.

The Town shall maintain and enforce a driveway ordinance to ensure proper access for emergency vehicles. Any proposed ordinance amendment must be submitted to the City for review and approval before adoption.

Any damage to an emergency vehicle during a response that is directly related to non-compliance with an adopted driveway ordinance by a Town property owner may be invoiced to that property owner upon approval Town Board.

SECTION 10 – Revenue and Asset Ownership

Revenue

All revenue, including but not limited to distributions, donations, reimbursements, spillover, pays invoices, user fees, and proceeds from the sale of equipment, shall remain the sole property of the City.

Capital Assets

All capital assets at the time of that this Agreement becomes effective and all future purchases, including Town-specific equipment, shall remain the property of the City upon termination, expiration, or non-renewal of this Agreement.

2% Fire Dues

All 2% fire dues received by the Town pursuant to Wis. Stat. § 101.573 shall be forwarded to the City annually. These funds shall be used in accordance with statutory requirements and are in addition to annual service fees.

Ambulance Service Fees

The City shall be solely responsible for the billing and collection of ambulance service fees. Residents of the Town shall be billed at the “resident rate” if such a rate is applicable in the City’s Schedule of Fees.

The Town shall not be liable, and the City shall hold the Town harmless, for uncollected ambulance service fees from individuals or properties served.

SECTION 11 – Additional Municipal Agreements

The City may enter into agreements with other municipalities for fire and/or EMS services, provided those agreements do not impair the City’s ability to fulfill obligations under this Agreement. The City shall notify the Town if the City enters into a contract to provide fire or EMS to another municipality as described in this Section.

If any additional municipalities, or portions thereof, enter into an agreement with the City for Fire and/or EMS services, the City will include any revenues from such service in the Fire Operations Budget and EMS Operations Budget and the percentage of costs assigned to each Town will be readjusted accordingly. In that scenario, the Town’s financial obligations for operating costs may decrease. The capital costs would remain the same until the recalculation.

Any such additional municipalities would be included in the next scheduled recalculation per Section 7 of this Agreement.

SECTION 12 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

SECTION 13 – Entire Agreement and Prior Agreements Superseded

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous agreements, contracts, negotiations, or understandings, whether written or oral, between the City and the Town regarding fire protection and EMS services, including the Prior Agreements. The Prior Agreements are hereby terminated, and rendered null and void as of 11:59 p.m. on December 31, 2025.

This Agreement shall be binding on the parties upon the occurrence of all of the following: (a) this Agreement is signed by the parties; (b) the City has signed an agreement in the same form as this Agreement (except for service area and town party name) with each of the four other towns identified in this Agreement; and (c) each town referenced in Section 13(b) has also signed the applicable agreement.

SECTION 14 – Amendments

This Agreement may be amended upon the occurrence of all of the following : (a) a written instrument signed by both parties and approved by their respective governing bodies; and (b) the same written instrument (except for service area and town party name) has been signed by the City and each of the other towns identified in this Agreement, unless any such town has terminated its applicable agreement with the City. The recitals and exhibits of this Agreement are hereby incorporated into and made a part of this Agreement.

SECTION 15 – Force Majeure

Neither party shall be liable for failure to perform any obligation under this Agreement if such failure is caused by events beyond the party's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor strikes, or federal, State of Wisconsin, or Jefferson County governmental actions, provided that the affected party provides prompt notice to the other party and resumes performance as soon as reasonably practicable. If the City provides written notice to the Town for the purpose of invoking a force majeure event under this Section, the City shall take all necessary action to make arrangements for alternative fire and EMS services on behalf of the Town.

[Signature Page to Follow]

Signature Page

City of Fort Atkinson

By: _____

Title: _____

Date: _____

Council Approval Date: _____

WITNESS:

By: _____

Title: _____

Town of Jefferson

By: _____

Title: _____

Date: _____

Town Board Approval Date: _____

WITNESS:

By: _____

Title: _____

ATTACHMENTS:

EXHIBIT A – Map and Legal Description of Town Service Area

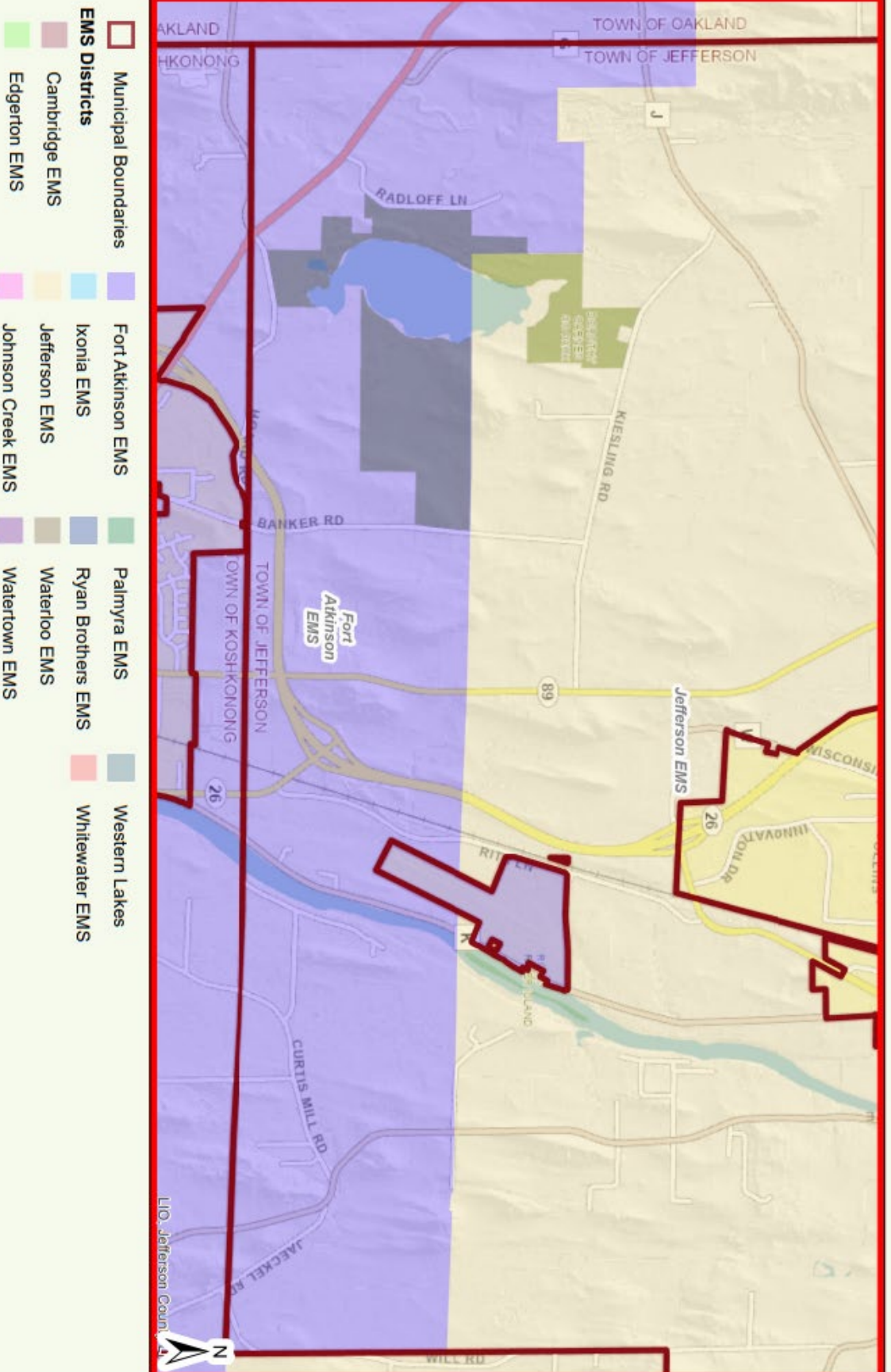
EXHIBIT B – Shared Fire Capital Improvement Plan (2026-2035)

EXHIBIT C – EMS Capital Improvement Plan (2026-2035)

EXHIBIT D – Town Only Fire Capital Improvement Plan (2026-2035)

EXHIBIT E – Annual Projections for each Cost Category (2026-2030)

Fort Atkinson Fire Department - Jefferson Township Fire & EMS Coverage Map



Jefferson County Geographic Information System

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

Printed on: July 2, 2025

Author: Public User

Exhibit A: Town of Jefferson EMS Service Area for Fort Atkinson EMS

All the following being in Town 6 North, Range 14 East, Town of Jefferson, Jefferson County, Wisconsin:

All of Sections 25, 26, 27, 28, 29 and 30.

Also the West ½ of the Northwest Quarter, the Southwest Quarter and the Southeast Quarter, being in Section 19. Excepting the North ½ of the Northeast Quarter of the Southwest Quarter in Section 19.

Exhibit A: Town of Jefferson Fire Service Area for Fort Atkinson Fire

All the following being in Town 6 North, Range 14 East, Town of Jefferson, Jefferson County, Wisconsin;

All of Sections 25, 26, 27, 28, 29 and 30.

Also the West ½ of the Northwest Quarter, the Southwest Quarter and the Southeast Quarter, being in Section 19. Excepting the North ½ of the Northeast Quarter of the Southwest Quarter in Section 19.

Exhibit B
Shared Fire Capital Improvement Plan 2026-2035

Capital Item	Replacement Year									
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Engine	\$ -	\$ -	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ 1,300,000.00	\$ -	\$ -	\$ -
Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Squad	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000.00	\$ -
Light Rescue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brush Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Chief's Squad	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bureau Car	\$ -	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Boat	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
All-Terrain Vehicle (ATV)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Extrication Equipment	\$ -	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SCBA Compressor	\$ -	\$ -	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SCBAs	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PPE Dryer	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total per Year	\$ 70,000.00	\$ 78,000.00	\$ 1,200,000.00	\$ 560,000.00	\$ 75,000.00	\$ -	\$ 1,300,000.00	\$ -	\$ 1,200,000.00	\$ -
TOTAL										
	\$ 4,483,000.00									
Years										
20										

Exhibit C

EMS Capital Improvement Plan 2026-2035

Capital Item	Replacement Year									
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Ambulance	\$ 378,948.00	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00	\$ -	\$ -	\$ 600,000.00	\$ -
Equipment for Ambulance	\$ 128,585.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Replacement Chassis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ -
Total	\$ 507,533.00	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00	\$ -	\$ 100,000.00	\$ 600,000.00	\$ -
TOTAL										
	\$ 507,533.00	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00	\$ -	\$ 100,000.00	\$ 600,000.00	\$ -
10 Years										

Years

\$ 175,753.30

Annual cost of EMS

Capital

Exhibit D

Town Only Fire Capital Improvement Plan 2026-2035

Capital Item	Replacement Year										TOTAL
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Tender - New	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	
Tender - Refurb (new Chassis)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ 1,500,000.00

Years

20

Annual cost of Town
Only Fire Capital

\$ 75,000.00

EXHIBIT E - Annual Projections for each Cost Category**3.A FIRE OPERATIONS PROJECTIONS**

	Fire Operating Percent	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 1,147,099.00	\$ 1,206,214.07	\$ 1,265,447.93	\$ 1,316,429.12	\$ 1,401,320.24
Hebron Township	3.32%	\$ 55,750.98	\$ 58,624.08	\$ 61,502.94	\$ 63,980.72	\$ 68,106.57
Jefferson Township	1.81%	\$ 30,437.63	\$ 32,006.21	\$ 33,577.95	\$ 34,930.70	\$ 37,183.24
Koshkonong Township	17.79%	\$ 299,040.04	\$ 314,450.89	\$ 329,892.71	\$ 343,183.12	\$ 365,313.60
Oakland Township	6.02%	\$ 101,224.96	\$ 106,441.53	\$ 111,668.58	\$ 116,167.38	\$ 123,658.54
Sumner Township	2.80%	\$ 47,040.50	\$ 49,464.70	\$ 51,893.78	\$ 53,984.43	\$ 57,465.66
TOTALS	100.00%	\$ 1,680,593.11	\$ 1,767,201.47	\$ 1,853,983.89	\$ 1,928,675.47	\$ 2,053,047.85

3.B EMS OPERATIONS PROJECTIONS

	EMS Operating Percent	2026	2027	2028	2029	2030
Hebron Township	10.78%	\$ 10,257.28	\$ 16,554.01	\$ 17,294.84	\$ 20,322.48	\$ 28,905.95
Jefferson Township	5.48%	\$ 5,218.40	\$ 8,421.87	\$ 8,798.77	\$ 10,339.08	\$ 14,705.93
Koshkonong Township	55.98%	\$ 53,268.39	\$ 85,968.75	\$ 89,816.01	\$ 105,539.24	\$ 150,115.15
Oakland Township	19.33%	\$ 18,394.31	\$ 29,686.20	\$ 31,014.71	\$ 36,444.16	\$ 51,836.84
Sumner Township	8.43%	\$ 8,023.61	\$ 12,949.13	\$ 13,528.63	\$ 15,896.95	\$ 22,611.25
TOTALS	100.00%	\$ 95,162.00	\$ 153,579.96	\$ 160,452.96	\$ 188,541.91	\$ 268,175.12

3.C FIRE SHARED CAPITAL EQUIPMENT

	Fire Shared Capital	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94
Hebron Township	3.32%	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82
Jefferson Township	1.81%	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63
Koshkonong Township	17.79%	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62
Oakland Township	6.02%	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93
Sumner Township	2.80%	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05
TOTALS	100.00%	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00

3.D EMS SHARED CAPITAL EQUIPMENT						
	EMS Shared Capital	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48
Hebron Township	3.32%	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33
Jefferson Township	1.81%	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11
Koshkonong Township	17.79%	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05
Oakland Township	6.02%	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92
Sumner Township	2.80%	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41
TOTALS	100.00%	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30

3.E FIRE TOWN CAPITAL EQUIPMENT						
	Fire Town Capital	2026	2027	2028	2029	2030
Hebron Township	10.78%	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07
Jefferson Township	5.48%	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78
Koshkonong Township	55.98%	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40
Oakland Township	19.33%	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11
Sumner Township	8.43%	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64
TOTALS	100.00%	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00

ANNUAL TOTAL - PROJECTION

	2026 Projection	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Hebron Township	\$ 78,348.32	\$ 84,424.88	\$ 87,680.64	\$ 91,698.73	\$ 100,191.43
Jefferson Township	\$ 47,011.55	\$ 51,783.61	\$ 53,732.24	\$ 56,625.31	\$ 63,244.70
Koshkonong Township	\$ 465,448.52	\$ 513,559.72	\$ 532,848.81	\$ 561,862.44	\$ 628,568.83
Oakland Township	\$ 158,203.23	\$ 174,711.68	\$ 181,267.25	\$ 191,195.49	\$ 214,079.33
Sumner Township	\$ 72,581.21	\$ 79,930.94	\$ 82,939.51	\$ 87,398.48	\$ 97,594.01

CITY OF FORT ATKINSON

And

TOWNSHIP FIRE AND EMS AGREEMENT

This Agreement is made and entered into as of January 1, 2026, by and between the City of Fort Atkinson, a municipal corporation located in Jefferson County, Wisconsin (hereinafter, the “City”), and the Town of Sumner, a township in Jefferson County, Wisconsin (hereinafter, the “Town”).

RECITALS:

WHEREAS, the City operates a fire and emergency medical services (EMS) department capable of providing such services to surrounding jurisdictions;

WHEREAS, the Town desires to enter into this Agreement with the City for the provision of fire protection and EMS services to a portion or all of the Town as further described in the Agreement;

WHEREAS, the City and Town currently maintain separate fire protection and EMS contracts with differing expiration dates (collectively, the “Prior Agreements”) and intend to combine and supersede such contracts by entering into this Agreement;

WHEREAS, the City intends to enter into the same agreement as this Agreement (except for service area and township party) with the Towns of Oakland, Sumner, Jefferson, Koshkonong, and Hebron.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

SECTION 1 – Scope of Services

The City agrees to provide comprehensive fire protection and emergency medical services to the portion of the Town depicted and described on the attached Exhibit A.

These services include, but are not limited to, fire suppression, emergency medical services (EMS), fire prevention and inspections, water rescue and auto extrication.

SECTION 2 – Authority and Oversight

Fire Department Management

The City shall have sole authority over Fire and EMS department management. The Fire Chief shall determine staffing, operations, and service delivery methodology for the portion

of the Town served under this Agreement and any other Towns or portions thereof served under the Agreement.

Personnel and Equipment

The City shall furnish all necessary personnel, equipment, and apparatus to perform the services outlined in this Agreement. The Fire Chief, or their designee, shall determine the appropriate personnel and equipment dispatched to each incident.

Station Staffing

The City shall maintain 24-hour staffing of fire and EMS personnel at its fire station in order to sufficiently perform the fire services and EMS under this Agreement. The City shall notify the Town in advance of any changes in full-time staffing levels. The City shall participate in the Mutual Aid Box Alarm System (MABAS) program to ensure the service area under this Agreement is sufficiently covered.

Grant of Authority

When rendering services under this Agreement, the City and its personnel shall possess all powers granted under Wis. Stat. § 213.095 and other applicable statutes.

SECTION 3 – Funding Formulas: Fire Operations, EMS, and Capital Equipment

The total annual cost for each participating Town shall be determined by calculating five separate components, each using a specific method as outlined below. These five components are as follows: (A) Fire Operations Budget; (B) Net EMS Operations Budget; (C) Fire Capital Budget; (D) EMS Capital Budget; and (E) Town-Only Fire Capital Budget. The total cost for each Town will be the sum of its proportionate share from Sections A through E.

Annual Budget Adjustments and Projections

The City will provide a proposed budget for the Fire Operations Budget (Section 3.A) and EMS Operations Budget (Section 3.B) to the Town's governing body by October 1st of each year, which shall be applicable for the following year. While these annual amounts may change based on operational needs and economic factors, the City has provided its best good-faith projected annual Fire Operations Budget and EMS Operations Budget totals for the first five years of this 10-year Agreement in Table 6 below, with the understanding that all data will be updated for the last five years of the Agreement per Section 7. Payments for Sections 3.A and 3.B. will be based solely on the provided annual budget totals. There will be no subsequent "true-up" or adjustment based on actual costs incurred during the year. If the actual costs related to Fire Operations exceed the Fire Operations Budget for that

particular year, then the City shall be responsible for such additional costs in excess of the Fire Operations Budget amount. If the actual costs related to EMS Operations exceed the EMS Operations Budget for that particular year, then the City shall be responsible for such additional costs in excess of the EMS Operations Budget amount.

Prior to November 1, the City (through its Fire Chief) shall make an annual budget presentation to the Town Board in a manner similar to the annual budget presentation provided to the City Council (including any relevant documents provided to the City Council).

A. Fire Operations

The City shall develop an annual budget for Fire Operations known as the “Fire Operations Budget,” which includes personnel, facility operations, training, administrative costs, and other related annual operating expenses. The total annual budget amount shall be shared by the City and all participating Towns using the following allocation method:

- One-third (1/3) based on equalized assessed property value (land and improvement value) (EAV) of each party’s respective service area, calculated by dividing each party’s EAV by the total EAV of all participating entities (City and Towns). The value data used for this calculation has been agreed upon by all parties. The data was provided by the Jefferson County Land Information Division (derived from equalized values determined by the State of Wisconsin Department of Revenue) for the last full year available when the Agreement was written (2024). It is shown in Table 1 below.

Table 1: EAV of each party (2024) as a percentage of the total.

FIRE & EMS Equalized Value	Total EAV	% of Total
City of Fort Atkinson	\$1,352,955,444	54.929%
Hebron Township	\$107,699,834	4.373%
Jefferson Township	\$67,399,521	2.736%
Koshkonong Township	\$623,877,672	25.329%
Oakland Township	\$201,143,328	8.166%
Sumner Township	\$110,017,013	4.467%
Total	\$2,463,092,812.00	100.000%

- One-third (1/3) based on population of each party’s respective service area, calculated by dividing each party’s population by the total population covered under this Agreement. The population data used for this calculation has been agreed upon by all parties. The data was provided by the Jefferson County Land Information Division (derived from U.S. Census data published by the Wisconsin Department of

Administration) and reflects the population estimate from 2023. It is shown in Table 2 below.

Table 2: Population of each party's respective service area (2023) as a percentage of the total.

FIRE & EMS Population	Total Population (2023)	% of Total
City of Fort Atkinson	12,502	67.085%
Hebron Township	656	3.520%
Jefferson Township	355	1.905%
Koshkonong Township	3438	18.448%
Oakland Township	1185	6.359%
Sumner Township	500	2.683%
Total	18,636	100.000%

- One-third (1/3) based on emergency call volume, calculated by dividing each party's number of emergency calls by the total number of calls during the period of January 1, 2023 through June 30, 2025. Emergency calls include all dispatched fire and EMS incidents originating within each jurisdiction. The call volume data used for this calculation has been agreed upon by all parties. The data was provided by the Fort Atkinson Fire Chief and staff. It is shown in Table 3 below.

Table 3: 1/1/2023 – 5/31/25 Call Volume as a percentage of the total

FIRE & EMS Call Volume	2023	2023 % of Total	2024	2024 % of Total	2025 (01/01/2025 to 05/31/2025)	Total
City of Fort Atkinson	1727	83.189%	1720	82.336%	732	82.712%
Hebron Township	43	2.071%	44	2.106%	17	1.921%
Jefferson Township	20	0.963%	14	0.670%	6	0.678%
Koshkonong Township	191	9.200%	208	9.957%	86	9.718%
**Oakland Township	74	3.565%	74	3.542%	31	3.503%
Sumner Township	21	1.012%	29	1.388%	13	1.469%
Total (non mutual aid)	2076	100.000%	2089	100.000%	885	100.00%
**Oakland uses 2025 projection back to 2023 and 2024						

The average of these three percentages, as shown below in Table 4, determines each party's annual, proportionate share of the Fire Operations budget.

Table 4: Average of Population, Equalized Value, and Call Volume

Parties to Agreement	Population	EAV	Call Volume	Average
City of Fort Atkinson	67.085%	54.929%	82.752%	68.256%
Hebron Township	3.520%	4.373%	2.059%	3.317%
Jefferson Township	1.905%	2.736%	0.792%	1.811%
Koshkonong Township	18.448%	25.329%	9.604%	17.794%
Oakland Township	6.359%	8.166%	3.545%	6.023%
Sumner Township	2.683%	4.467%	1.248%	2.799%
Total	100.000%	100.000%	100.000%	100.000%

Any annual increase to the Fire Operations Budget shall be the lesser of: (i) the City’s actual projected costs to continue managing and operating its Fire Operations in a manner consistent with its Fire Operations standards in effect as of the date of this Agreement; or (ii) seven percent (7%).

B. EMS Operations

The City shall develop an annual EMS Operations budget. Projected revenue from EMS billing for services provided to the City and all Towns shall be subtracted from total expenses to determine the “Net EMS Operating Budget.” This Net EMS Operating Budget shall be proportionately shared by all participating Towns (excluding the City) using the same allocation method described above:

- One-third (1/3) based on EAV
- One-third (1/3) based on population served
- One-third (1/3) based on emergency call volume from January 1, 2023 through June 30, 2025

The average of these three percentages, as shown in Table 5, determines the Town's annual, proportionate share of the Net EMS Operations Budget.

Table 5: Town Average of Population, Equalized Value, and Call Volume

Parties to Agreement	Population	EAV	Incidents	Average
Hebron Township	10.694%	9.701%	11.940%	10.779%
Jefferson Township	5.787%	6.071%	4.592%	5.484%
Koshkonong Township	56.048%	56.198%	55.683%	55.977%
Oakland Township	19.319%	18.119%	20.551%	19.329%
Sumner Township	8.151%	9.910%	7.233%	8.432%
Total	100.000%	100.000%	100.000%	100.000%

Any unused or unassigned fund balance allocated to the EMS Operations Budget in a particular year shall remain in the City’s EMS fund and shall be utilized for EMS purposes. At the point of recalculation described below, any positive fund balance shall be used to offset EMS Capital Equipment purchase.

The Fire Operations Budget and Net EMS Operations Budget projections for 2026-2030 are included as Table 6 below.

Table 6: Projected Fire and EMS Operating Budgets 2026-2030

City of Fort Atkinson Projected Operating Budgets 2026-2030					
	2026	2027	2028	2029	2030
Fire Operating	\$ 1,680,593.11	\$ 1,767,201.47	\$ 1,853,983.88	\$ 1,928,675.47	\$ 2,053,047.84
EMS Operating (Net)	\$ 95,162.00	\$ 153,579.96	\$ 160,452.96	\$ 188,541.91	\$ 268,175.12

C. Shared Fire Capital Equipment

The City shall project shared fire capital equipment needs and the associated costs for Fire Operations during the ten-year term of this Agreement (the “Fire Capital Equipment”). This includes vehicles and major equipment used jointly by the City and Towns. The total ten-year cost shall be amortized over a 20-year period to determine an annual cost for capital purchases, with annual contributions by each party intended to provide consistent funding for future purchases. The agreed upon Shared Fire Capital Improvements Plan 2026-2035 is included in this Agreement as Exhibit B.

These annual costs shall be shared by the City and all participating Towns using the percentages outlined in Table 4.

Any unused or unassigned fund balance allocated to the Fire Capital Budget in a particular year shall be utilized for the purchase of Fire Capital Equipment in a future year. Except as expressly set forth on Exhibit B and as updated as part of the recalculation described in this Agreement, the Town shall not be responsible for costs related to the purchasing of any other Fire Capital Equipment.

D. EMS Capital Equipment

The City shall project the needs and the associated costs for EMS-specific capital equipment, including EMS apparatus, ambulances, and major medical equipment, for the ten-year term of this Agreement (the “EMS Capital Equipment”). The total projected cost shall be amortized over ten (10) years to determine an annual cost. The agreed upon EMS Capital Improvement Plan 2026-2035 is included in this Agreement as Exhibit C. This annual cost shall be shared by the City and the Towns using the percentages outlined in Table 4.

Any unused or unassigned fund balance allocated to the EMS Capital Budget in a particular year shall be utilized for the purchase of EMS Capital Equipment in a future year. Except as expressly set forth on Exhibit C and as updated as part of the recalculation described in this Agreement, the Town shall not be responsible for costs related to the purchasing of any other EMS Capital Equipment.

E. Township-Specific Capital Equipment & Repairs

The City and the Towns understand and agree that certain fire apparatus are necessary only for the fire protection in the Towns, where high-capacity, pressurized water is not readily available. The City and the Town agree that when such equipment is purchased solely for the benefit of Towns (e.g., water tenders) (the “Town-Only Fire Capital Equipment”), the City shall purchase and own the Town-Only Fire Capital Equipment but shall not contribute

to its purchase or repair costs beyond routine preventive maintenance, fuel, and minor in-house repairs. The agreed upon Town-Only Fire Capital Improvement Plan 2026-2035 is included in this Agreement as Exhibit D.

These costs shall be amortized over 20 years to determine the annual cost and paid only by the benefiting Town(s), with the total annual cost for said equipment divided among the benefiting Town(s) per the percentages outlined in Table 5. See Exhibit E for the annual cost.

Any unused or unassigned fund balance allocated to the Town-Only Fire Capital Budget in a particular year shall be utilized for the purchase of Town-Only Fire Capital Equipment in a future year. The proceeds from the sale of any Town-Only Fire Capital Equipment shall be utilized for purchasing Town-Only Fire Capital Equipment.

The annual cost of the three capital categories for 2026-2030 are included as Table 7 below.

Table 7: Projected Capital Budgets 2026-2030

City of Fort Atkinson Projected Capital Budgets 2026-2030					
	2026	2027	2028	2029	2030
Fire (shared)	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00
EMS	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30
Town Fire Equipment	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00

SECTION 4 – Payment Terms

Annual Fees

Each Town's total annual fee will be a comprehensive sum calculated from its proportionate share in the five distinct cost categories outlined in Section 3:

Fire Operations (Section 3.A)

EMS Operations (Section 3.B)

Shared Fire Capital Equipment (Section 3.C)

EMS Capital Equipment (Section 3.D)

Township-Specific Capital Equipment & Repairs (Section 3.E)

This total annual amount for the Town will serve as the basis for its quarterly invoicing and is attached to the Agreement as Exhibit E. In each year as part of the City's proposed budget submitted to the Town for approval, the City shall itemize the specific amounts

allocated to each of the five cost categories that, when added together, makes up the Town's total payment.

Quarterly Invoicing

The City will provide invoices to the Town quarterly, and payments are due on March 1, June 1, September 1, and December 1 of each year. The City shall deliver each quarterly invoice at least 30 days before the invoice's applicable due date.

Late Payments and Non-Payment

A payment shall be deemed late if it is made 30 or more days after the applicable payment due date. Late payments will accrue interest at a rate of 1.5% per month. If payments are consistently late (the fourth or subsequent occurrence of a late payment), the City Manager may refer the matter to the City Council for appropriate action, which could include the City's suspension of fire service and EMS within the Town that is delinquent until the Town that is delinquent satisfies any balance that is due and owing.

SECTION 5 – Term and Renewal

This Agreement shall commence on January 1, 2026, and remain in effect through December 31, 2035, unless terminated earlier in accordance with Section 6.

The intent of the City and the Town is to continue this mutually beneficial relationship. As such, the City and Town may agree to up to two (2), five-year optional extensions of this Agreement upon the adoption of a joint resolution by the governing bodies of the City and the Town, with each extension triggering a recalculation of the formulas in Section 3 and the payments in Section 4.

SECTION 6 – Early Termination by a Town; Expansion of Town service area

The City and the Town intend to remain fully committed to this Agreement for its entire term and within the defined geographic boundaries for fire and EMS services. The City and the Town recognize that any reduction in a Town's service area can create a financial burden for the City, the Town, and any other towns in the service area.

If the Town takes action to terminate its fire and/or EMS service, whether in whole or in part of any established geographical boundary defined in this Agreement, the Town shall provide written notice to the City at least three (3) years prior to the termination becoming effective. The Town will remain financially obligated to the City for all applicable operational and capital costs under this Agreement prior to the termination becoming effective.

Proposals to expand a Town's service area under this Agreement can be considered by mutual consent and must occur by joint resolution approved by the governing bodies of

the City and the applicable Town. The City and the Town will calculate a cost for each cost category for the additional service area until such time that the formulas and payments are recalculated over the entire service area. Prior to recalculation, the Town's payment for the City to serve the added Town territory shall be proportionately allocated to each annual Fire Operations Budget, Net EMS Operations Budget, Fire Capital Budget, EMS Capital Budget, and Town-Only Fire Capital Budget.

The City shall notify the Town if the City adopts a joint resolution to add additional territory under this Section or if the City receives a termination notice from another Town.

SECTION 7 – Recalculation and Review

During the calendar year 2030, the below metrics will be updated based on the most recent available data:

- EAV data will be sourced from Jefferson County (derived from the State of Wisconsin Department of Revenue).
- Census Population Figures: Data will be sourced from Jefferson County (derived from U.S. Census data published by the Wisconsin Department of Administration).
- Four-year average emergency call volume: (January 1, 2026 – December 31, 2029)

The City and the Town will reconvene in the fourth quarter of 2030 to review the projected Fire Operations Budget and EMS Operations Budget for 2031-2035 based on the updated EAV, population, and emergency call volume metrics. The updated metrics will be utilized for the remainder of the initial term of the Agreement (2031-2035).

Furthermore, at the recalculation point, projected costs for the Fire Capital Equipment, EMS Capital Equipment, and Town-Only Fire Capital Equipment to be purchased in 2031-2035 as shown on Exhibits B, C, and D will be updated based on written estimates obtained from the City's equipment vendors/suppliers (to the extent that the City can in good faith obtain such written estimates from third party vendors/suppliers, and if a written estimate cannot be obtained, utilizing costs that customary for the industry).

Any Fire Capital Equipment, EMS Capital Equipment, and Town-Only Fire Capital Equipment added to Exhibits B, C, and D shall be amortized over a period utilized for similar equipment in the Agreement (20 years for Fire Capital Equipment, 10 years for EMS Capital Equipment, and 20 years Town-Only Fire Capital Equipment) and beginning on the effective date of recalculation (January 1, 2031).

After Exhibits B, C, and D have been updated as part of the recalculation, the Town shall not be responsible for costs related to the purchasing of any other Fire Capital Equipment and EMS Capital Equipment.

SECTION 8 – Fire Prevention and Code Enforcement

Ordinance Adoption

The Town shall adopt and maintain a fire prevention and inspection ordinance, including enforcement provisions mutually acceptable to both parties. Such ordinances include fire/EMS facility fees, fire reinspection fees, and self-reporting/electronic fire inspection remittance. These ordinances shall remain in effect throughout the term of this Agreement.

Inspections and Enforcement

The City Fire Chief or designee shall conduct inspections of buildings in accordance with applicable codes and state law. The Town agrees to support enforcement efforts for fire code violations.

SECTION 9 – Insurance and Liability

Insurance

The City shall maintain insurance coverage appropriate to the services provided, including general liability, vehicle liability, and workers' compensation.

Driveway Damage Liability

The Town agrees to hold harmless the City from claims or damages to driveways, landscaping, or similar property caused by City emergency vehicles during emergency responses.

The Town shall maintain and enforce a driveway ordinance to ensure proper access for emergency vehicles. Any proposed ordinance amendment must be submitted to the City for review and approval before adoption.

Any damage to an emergency vehicle during a response that is directly related to non-compliance with an adopted driveway ordinance by a Town property owner may be invoiced to that property owner upon approval Town Board.

SECTION 10 – Revenue and Asset Ownership

Revenue

All revenue, including but not limited to distributions, donations, reimbursements, spillover, pays invoices, user fees, and proceeds from the sale of equipment, shall remain the sole property of the City.

Capital Assets

All capital assets at the time of that this Agreement becomes effective and all future purchases, including Town-specific equipment, shall remain the property of the City upon termination, expiration, or non-renewal of this Agreement.

2% Fire Dues

All 2% fire dues received by the Town pursuant to Wis. Stat. § 101.573 shall be forwarded to the City annually. These funds shall be used in accordance with statutory requirements and are in addition to annual service fees.

Ambulance Service Fees

The City shall be solely responsible for the billing and collection of ambulance service fees. Residents of the Town shall be billed at the “resident rate” if such a rate is applicable in the City’s Schedule of Fees.

The Town shall not be liable, and the City shall hold the Town harmless, for uncollected ambulance service fees from individuals or properties served.

SECTION 11 – Additional Municipal Agreements

The City may enter into agreements with other municipalities for fire and/or EMS services, provided those agreements do not impair the City’s ability to fulfill obligations under this Agreement. The City shall notify the Town if the City enters into a contract to provide fire or EMS to another municipality as described in this Section.

If any additional municipalities, or portions thereof, enter into an agreement with the City for Fire and/or EMS services, the City will include any revenues from such service in the Fire Operations Budget and EMS Operations Budget and the percentage of costs assigned to each Town will be readjusted accordingly. In that scenario, the Town’s financial obligations for operating costs may decrease. The capital costs would remain the same until the recalculation.

Any such additional municipalities would be included in the next scheduled recalculation per Section 7 of this Agreement.

SECTION 12 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

SECTION 13 – Entire Agreement and Prior Agreements Superseded

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous agreements, contracts, negotiations, or understandings, whether written or oral, between the City and the Town regarding fire protection and EMS services, including the Prior Agreements. The Prior Agreements are hereby terminated, and rendered null and void as of 11:59 p.m. on December 31, 2025.

This Agreement shall be binding on the parties upon the occurrence of all of the following: (a) this Agreement is signed by the parties; (b) the City has signed an agreement in the same form as this Agreement (except for service area and town party name) with each of the four other towns identified in this Agreement; and (c) each town referenced in Section 13(b) has also signed the applicable agreement.

SECTION 14 – Amendments

This Agreement may be amended upon the occurrence of all of the following : (a) a written instrument signed by both parties and approved by their respective governing bodies; and (b) the same written instrument (except for service area and town party name) has been signed by the City and each of the other towns identified in this Agreement, unless any such town has terminated its applicable agreement with the City. The recitals and exhibits of this Agreement are hereby incorporated into and made a part of this Agreement.

SECTION 15 – Force Majeure

Neither party shall be liable for failure to perform any obligation under this Agreement if such failure is caused by events beyond the party's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor strikes, or federal, State of Wisconsin, or Jefferson County governmental actions, provided that the affected party provides prompt notice to the other party and resumes performance as soon as reasonably practicable. If the City provides written notice to the Town for the purpose of invoking a force majeure event under this Section, the City shall take all necessary action to make arrangements for alternative fire and EMS services on behalf of the Town.

[Signature Page to Follow]

Signature Page

City of Fort Atkinson

By: _____

Title: _____

Date: _____

Council Approval Date: _____

WITNESS:

By: _____

Title: _____

Town of Sumner

By: _____

Title: John Dohner, Town Chairperson

Date: _____

Town Board Approval Date: _____

WITNESS:

By: _____

Title: Patricia Achilli, Town Clerk

ATTACHMENTS:

EXHIBIT A – Map and Legal Description of Town Service Area

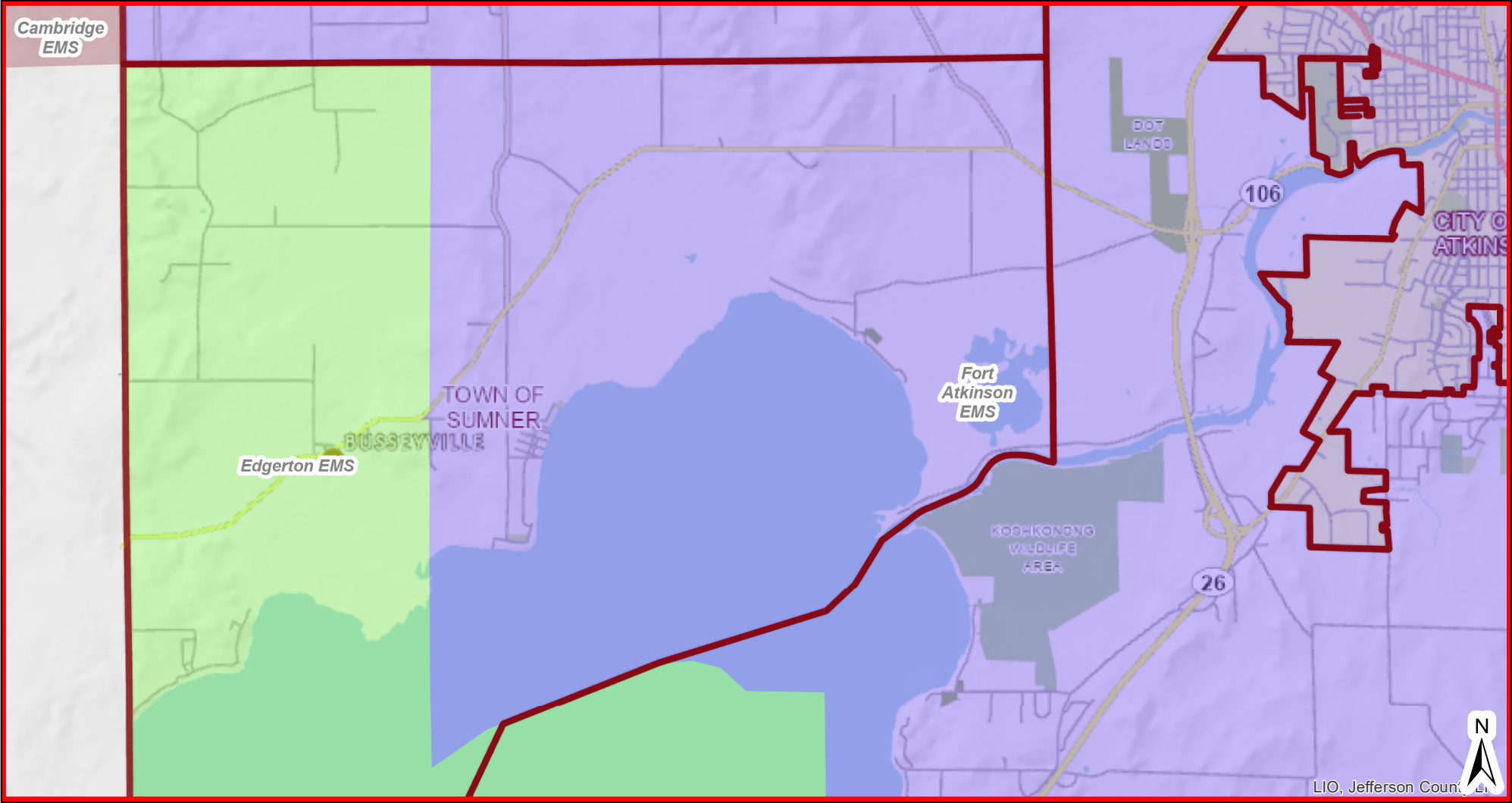
EXHIBIT B – Shared Fire Capital Improvement Plan (2026-2035)

EXHIBIT C – EMS Capital Improvement Plan (2026-2035)

EXHIBIT D – Town Only Fire Capital Improvement Plan (2026-2035)

EXHIBIT E – Annual Projections for each Cost Category (2026-2030)

EXHIBIT A: Fort Atkinson Fire Department - Sumner Township Fire & EMS Coverage Map



-  Municipal Boundaries

 Fort Atkinson EMS

 Palmyra EMS

 Western Lakes
- EMS Districts**

 Cambridge EMS

 Ixonia EMS

 Ryan Brothers EMS

 Whitewater EMS
-  Edgerton EMS

 Jefferson EMS

 Waterloo EMS

 Watertown EMS
-  Johnson Creek EMS

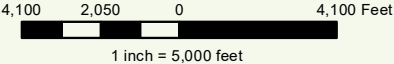
 Watertown EMS



Jefferson County Geographic Information System

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

Printed on: July 2, 2025



Town of Sumner EMS Service Area for Fort Atkinson EMS

All the following lying in Town 5 North, Range 13 East, Town of Sumner, Jefferson County, Wisconsin;

All of Sections 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, and 23.

Town of Sumner Fire Service Area for Fort Atkinson Fire

All the following lying in Town 5 North, Range 13 East, Town of Sumner, Jefferson County, Wisconsin;

All of Sections 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, and 23.

Exhibit B
Shared Fire Capital Improvement Plan 2026-2035

Capital Item	Replacement Year									
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Engine	\$ -	\$ -	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ 1,300,000.00	\$ -	\$ -	\$ -
Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Squad	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000.00	\$ -
Light Rescue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brush Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Truck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Chief's Squad	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bureau Car	\$ -	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Boat	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
All-Terrain Vehicle (ATV)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Extrication Equipment	\$ -	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SCBA Compressor	\$ -	\$ -	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SCBAs	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PPE Dryer	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total per Year	\$ 70,000.00	\$ 78,000.00	\$ 1,200,000.00	\$ 560,000.00	\$ 75,000.00	\$ -	\$ 1,300,000.00	\$ -	\$ 1,200,000.00	\$ -
Years										20
										\$ 224,150.00

Annual cost of
Shared Fire Capital

Exhibit C

EMS Capital Improvement Plan 2026-2035

Capital Item	Replacement Year										TOTAL
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Ambulance	\$ 378,948.00	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00	\$ -	\$ -	\$ 600,000.00	\$ -	
Equipment for Ambulance	\$ 128,585.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Replacement Chassis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ -	
Total	\$ 507,533.00	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00	\$ -	\$ 100,000.00	\$ 600,000.00	\$ -	\$ 1,757,533.00

Years

10

\$ 175,753.30

Annual cost of EMS Capital

Exhibit D

Town Only Fire Capital Improvement Plan 2026-2035

Capital Item	Replacement Year									
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Tender - New	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -
Tender - Refurb (new Chassis)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	\$ 1,000,000.00	\$ -	\$ -	\$ -

Years 20

\$ 75,000.00

Annual cost of Town
Only Fire Capital

EXHIBIT E - Annual Projections for each Cost Category
3.A FIRE OPERATIONS PROJECTIONS

	Fire Operating Percent	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 1,147,099.00	\$ 1,206,214.07	\$ 1,265,447.93	\$ 1,316,429.12	\$ 1,401,320.24
Hebron Township	3.32%	\$ 55,750.98	\$ 58,624.08	\$ 61,502.94	\$ 63,980.72	\$ 68,106.57
Jefferson Township	1.81%	\$ 30,437.63	\$ 32,006.21	\$ 33,577.95	\$ 34,930.70	\$ 37,183.24
Koshkonong Township	17.79%	\$ 299,040.04	\$ 314,450.89	\$ 329,892.71	\$ 343,183.12	\$ 365,313.60
Oakland Township	6.02%	\$ 101,224.96	\$ 106,441.53	\$ 111,668.58	\$ 116,167.38	\$ 123,658.54
Sumner Township	2.80%	\$ 47,040.50	\$ 49,464.70	\$ 51,893.78	\$ 53,984.43	\$ 57,465.66
TOTALS	100.00%	\$ 1,680,593.11	\$ 1,767,201.47	\$ 1,853,983.89	\$ 1,928,675.47	\$ 2,053,047.85

3.B EMS OPERATIONS PROJECTIONS

	EMS Operating Percent	2026	2027	2028	2029	2030
Hebron Township	10.78%	\$ 10,257.28	\$ 16,554.01	\$ 17,294.84	\$ 20,322.48	\$ 28,905.95
Jefferson Township	5.48%	\$ 5,218.40	\$ 8,421.87	\$ 8,798.77	\$ 10,339.08	\$ 14,705.93
Koshkonong Township	55.98%	\$ 53,268.39	\$ 85,968.75	\$ 89,816.01	\$ 105,539.24	\$ 150,115.15
Oakland Township	19.33%	\$ 18,394.31	\$ 29,686.20	\$ 31,014.71	\$ 36,444.16	\$ 51,836.84
Sumner Township	8.43%	\$ 8,023.61	\$ 12,949.13	\$ 13,528.63	\$ 15,896.95	\$ 22,611.25
TOTALS	100.00%	\$ 95,162.00	\$ 153,579.96	\$ 160,452.96	\$ 188,541.91	\$ 268,175.12

3.C FIRE SHARED CAPITAL EQUIPMENT

	Fire Shared Capital	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94	\$ 152,994.94
Hebron Township	3.32%	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82	\$ 7,435.82
Jefferson Township	1.81%	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63	\$ 4,059.63
Koshkonong Township	17.79%	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62	\$ 39,884.62
Oakland Township	6.02%	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93	\$ 13,500.93
Sumner Township	2.80%	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05	\$ 6,274.05
TOTALS	100.00%	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00	\$ 224,150.00

3.D EMS SHARED CAPITAL EQUIPMENT

	EMS Shared Capital	2026	2027	2028	2029	2030
City of Fort Atkinson	68.26%	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48	\$ 119,961.48
Hebron Township	3.32%	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33	\$ 5,830.33
Jefferson Township	1.81%	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11	\$ 3,183.11
Koshkonong Township	17.79%	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05	\$ 31,273.05
Oakland Township	6.02%	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92	\$ 10,585.92
Sumner Township	2.80%	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41	\$ 4,919.41
TOTALS	100.00%	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30	\$ 175,753.30

3.E FIRE TOWN CAPITAL EQUIPMENT

	Fire Town Capital	2026	2027	2028	2029	2030
Hebron Township	10.78%	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07	\$ 8,084.07
Jefferson Township	5.48%	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78	\$ 4,112.78
Koshkonong Township	55.98%	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40	\$ 41,982.40
Oakland Township	19.33%	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11	\$ 14,497.11
Sumner Township	8.43%	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64	\$ 6,323.64
TOTALS	100.00%	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00

ANNUAL TOTAL - PROJECTION

	2026 Projection	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Hebron Township	\$ 78,348.32	\$ 84,424.88	\$ 87,680.64	\$ 91,698.73	\$ 100,191.43
Jefferson Township	\$ 47,011.55	\$ 51,783.61	\$ 53,732.24	\$ 56,625.31	\$ 63,244.70
Koshkonong Township	\$ 465,448.52	\$ 513,559.72	\$ 532,848.81	\$ 561,862.44	\$ 628,568.83
Oakland Township	\$ 158,203.23	\$ 174,711.68	\$ 181,267.25	\$ 191,195.49	\$ 214,079.33
Sumner Township	\$ 72,581.21	\$ 79,930.94	\$ 82,939.51	\$ 87,398.48	\$ 97,594.01



MEMORANDUM

DATE: September 16, 2025

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Building/Zoning Administrator

RE: Review and possible action relating to a Condominium Plat for Habitat for Humanity located at 700 Schumacher Way (Draeger, Director of Neighborhood and Building Services)

BACKGROUND

The Plan Commission reviewed the attached Condominium Plat for Habitat for Humanity located at 700 Schumacher Way at its meeting on September 9, 2025, and recommended that the City Council approve the Plat.

DISCUSSION

The proposed project involves splitting an existing parcel to create a condominium, allowing each unit in the structure to be separately owned. At the same time, the balance of the site remains commonly owned. The property is zoned DR-8, which permits two-family land uses. A two-unit residential building is already under construction on the property, featuring a detached garage and a shared driveway that will serve both homes. The applicant is pursuing a Condominium Plat to make individual ownership possible for each unit.

The proposed Condominium Plat aims to create an opportunity for a unique form of homeownership in Fort Atkinson that is infrequently utilized. There are a wide range of community goals and adopted plans that indicate the City's support for diversifying its housing stock and providing new ownership opportunities. The proposed project helps accomplish those goals.

FINANCIAL ANALYSIS

Approving a condominium plat does not create a direct financial impact on the City; however, it results in the addition of two individual parcels to the tax base, thereby supporting property tax revenue.

RECOMMENDATION

Staff recommends that the City Council approve the Condominium Plat as submitted.

ATTACHMENTS

1. Plan Commission Memorandum
2. Signed Certified Map Survey Application
3. 35347 - HFH Ft Atkinson Condo_revised
4. Complete Bylaws Fort Atkinson
5. Notarized Declaration Fort Atkinson Schumacher Way



Condominium Plat Review REPORT TO THE PLAN COMMISSION

DATE: September 9, 2025
PROPERTY ADDRESS: 700 Schumacher Way
PARCEL NUMBER: 226-0614-3434-024
OWNER: Habitat for Humanity
APPLICANT: Melissa Songco, Habitat for Humanity

FILE NUMBER: CPR-2025-01
EXISTING ZONING: DR-8, Duplex Residential
PROPOSED ZONING: DR-8, Duplex Residential
EXISTING LAND USE: Under Construction
REQUESTED USES: Twin Home

BACKGROUND

Section 70.05.07 of the City of Fort Atkinson Land Division and Development Ordinance outlines the requirements for Condominium Submittal, Transmittal, and Review. This requires review and approval by the Plan Commission and City Council for conformance with state statutes and all design standards, improvements, and other requirements for Subdivision Plats and CSMs (as applicable).

REQUEST OVERVIEW

The proposed project involves splitting an existing parcel to create a condominium, allowing each unit in the structure to be separately owned while the balance of the site remains commonly owned. The property is zoned DR-8, which permits two-family land uses.

This parcel was originally created and rezoned in 2023, when Fort Healthcare developed the new subdivision and road (Schumacher Way). The site is surrounded by single-family homes to the east, west, and south, with a medical clinic to the north.

A two-unit residential building is already under construction on the property, featuring a detached garage and a shared driveway that will serve both homes. The applicant is pursuing a Condominium Plat to make individual ownership possible for each unit. With the City continuing to experience a strong demand for additional housing, projects like this help expand available options. This work complements other recent efforts in the area, such as Habitat for Humanity's expansion into Jefferson County, that are contributing to meeting the community's housing needs. Site Plan review is not required for two-family development.



The proposed Condominium Plat is planned to create a condominium with separate building ownership and shared common site elements. The Land Division and Development Code requires that it be reviewed by the Plan Commission for consistency with all other ordinances, laws, rules, regulations, and plans. The Zoning Ordinance has minimum and maximum density, intensity, and bulk regulations for all properties in the City. As further described below, the proposed project must meet the minimum standards for the DR-8 zoning district.

The existing parcel boundaries on the periphery of the lot are not proposed to change with the Condominium Plat and meet all required minimum lot standards. Thus, those elements are not subject to review with this application.

Additionally, each of the Condominium Plat's proposed interior lot configurations are not subject to the minimum requirements of the Zoning Ordinance as they only create a form of separate ownership.

The proposed structures on the site must meet the minimum setback standards of the DR-8 zoning district to accommodate the proposed project. If the proposed Condominium Plat is approved, the minimum lot dimensions will be met, as shown below:

Bulk Regulations	DR-8 Standard	Proposed New Parcel
Minimum Front Setback	25 feet	25 feet
Minimum Street Setback	15 feet	22 feet
Minimum Side Setback	8 or 0 feet	42 feet
Minimum Rear Setback	25 feet	47 feet
Maximum Impervious Surface Ratio	70%	40%
Maximum Building Coverage	35%	18%

Minimum Pavement Setback	Side: 5 feet Rear: 5 feet Street: 10 feet	Side: 8 feet Rear: >5 feet Street: >10 feet
Accessory Building Minimum Front and Street Setback	Even with or behind the Principal Structure	Met
Accessory Building Minimum Side Setback	3 feet	8 feet
Accessory Structure Rear Setback	3 feet	25 feet

No public notice is required for a Condominium Plat review and action.

DISCUSSION

The subject property is located within the Healthcare Center Planning Area (see attachments) and is identified as Medical Campus on the graphic. The opportunities indicated on the plan include healthcare expansion balanced with neighborhood preservation and senior housing development.

The subject property is also shown as Planned Neighborhood on the Future Land Use Map. This designation includes a mix of residential housing types, parks, open spaces, community facilities, and small-scale neighborhood-serving commercial uses.

To note, the Comprehensive Plan Future Land Use Map was amended in this area in 2023 to reflect the new subdivision, but that change was not applied to the planning area graphic. That is the disconnect between the two portions of the plan. Staff believe the proposal is in concert with the Comprehensive Plan.

HEALTHCARE CENTER PLANNING AREA

FIGURE: 2.15

CITY OF FORT ATKINSON
FUTURES OPEN HOUSE



The City's Management Team has reviewed the application, and all comments have been included in this document.

The proposed Condominium Plat aims to create an opportunity for a unique form of homeownership in Fort Atkinson that is infrequently utilized. There are a wide range of community goals and adopted plans that indicate the City's support for diversifying its housing stock and providing new ownership opportunities. The proposed project helps accomplish those goals.

Overall, the proposed Condominium Plat is in alignment with adopted City plans and ordinances.

RECOMMENDATION

City staff recommends approval of the Condominium Plat, subject to the following conditions:

- Any other recommendations of City staff and the Plan Commission.

ATTACHMENTS

1. Signed Certified Map Survey Application
2. 35347 - HFH Ft Atkinson Condo_revised
3. Complete Bylaws Fort Atkinson
4. Notarized Declaration Fort Atkinson Schumacher Way



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

City of Fort Atkinson Certified Survey Map Application

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

APPLICANT Name, company, and client (if applicable): Melissa Songco

Phone number: 262-309-6025 Email: melissa@habitatwaukesha.org

OWNER Name, company, and client (if applicable): Habitat for Humanity of Waukesha County

Phone number: 262-309-6025 Email: melissa@habitatwaukesha.org

Postal address for proposed CSM: 700 Schumaker Way, Fort Atkinson, WI 53538

Parcel Identification Numbers Involved: 226-0614-3434-024

Brief description of proposed division or combination and purpose: _____

Condominium of two (2) units for the purpose of providing affordable housing for two (2) families.

I Application Packet Requirements

The Applicant shall submit one electronic copy of the application.

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



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

II Process Checklist

- | | |
|--|-------------|
| ☐ Application fee of \$100 plus \$10 per additional lot received by City Treasurer
(Maximum \$500) | Date: _____ |
| ☐ Receipt of complete application packet by Zoning Administrator | Date: _____ |
| ☐ City Staff Review | Date: _____ |
| ☐ Plan Commission Public Hearing, review and recommendation | Date: _____ |
| ☐ City Council review and action | Date: _____ |

Dated this 9 day of July, 20 25

Respectfully submitted,



(Signature of Applicant)

SCHUMACHER CONDOMINIUM
JEFFERSON COUNTY, WISCONSIN

LOT 1 OF FORT HEALTHCARE ADDITION, BEING PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 14 EAST, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

NOTE: THE ABOVE DESCRIPTION IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED OR UNRECORDED.

LEGEND

- Iron Rebar Set
3/4" x 24"(1.5 Lbs./Ft.)
- ⦿ 3/4" Iron Rebar Found
- (XXX.XX) Record Information

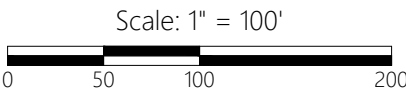
NOTES:

BUILDING DIMENSIONS SHOWN HEREON ARE APPROXIMATE FROM THE PROPOSED BUILDING PLANS PROVIDED AS OF THE DATE OF THIS PLAT AND NOT YET CONSTRUCTED AS OF THE DATE OF THIS PLAT.

THE PHYSICAL BOUNDARIES OF ANY UNIT CONSTRUCTED OR RE-CONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES.

ALL OTHER AREAS NOT DESIGNATED AS A UNIT OR LIMITED COMMON ELEMENT ARE COMMON ELEMENT.

SURVEYED PROPERTY SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS RECORDED AND UNRECORDED.



DISTANCE UNITS BASED ON THE UNITED STATES SURVEY FOOT

BEARINGS BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, JEFFERSON ZONE. THE SOUTH LINE OF SCHUMACHER WAY BEARING S 88°18'26" E

Approved by the City Council of the City of Fort Atkinson this ____ day of _____, 2025.

By: _____
Michelle Ebbbert, City Clerk

State of Wisconsin }
County of Walworth } ss I, Kristin J. Belongia, a Professional Land Surveyor, do hereby certify that this Condominium Plat is a correct representation of the condominium described (taken from plans furnished to me and actual field measurements) and the identification and location of each unit and the common elements can be determined from the plat.

Given under my hand and seal this 4th day of August, 2025
Last day of field work January 2nd, 2025



Batterman
engineers surveyors planners
BELOIT | ELKHORN | JANESVILLE
2857 S. Bartells Dr., Beloit, WI 53511
608.365.4464 | www.rhbatterman.com

FOR THE EXCLUSIVE USE OF:

Habitat for Humanity of Waukesha County, Inc.
2020 Springdale Road
Waukesha, WI 53186

ORDER NO: 35347

FIELD CREW: BMR DRAWN BY: JRT

DATE: 6/11/2025

SHEET NO.

1 OF 1

**BYLAWS OF
SCHUMACHER CONDOMINIUM OWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND ADDRESS

1.01. Name; Purpose. The name of the corporation shall be Schumacher Condominium Owners Association, Inc. (the "Association"). The Association is incorporated as a nonstock corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.02. Address. The principal office of the Association shall be located at 700 and 702 Schumacher Way. These addresses shall also be the mailing address of the Association.

1.03. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for [insert name here] Condominiums executed by Habitat for Humanity of Waukesha County, Inc. (the "Declarant") and recorded in the office of the Jefferson County Register of Deeds (the "Declaration").

ARTICLE II

MEMBERSHIP

2.01. Membership. The membership of the Association shall at all times consist exclusively of the Declarant and all of the Unit Owners of the Condominium. A representative of Declarant, elected or designated by Declarant's Board of Directors, shall be deemed to be a Unit Owner for purposes of these Bylaws. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.03. Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.

2.04. Membership Certificates. Membership certificates shall not be issued.

2.05. Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.06. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08. Quorum. Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09. Vote Required to Transact Business. When a quorum is present in person or

represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11. Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all of the votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association prior to the casting of such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

2.12. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE III

MEETINGS OF MEMBERS

3.01. Place. All meetings of the Unit Owners shall be held at a place in Jefferson County,

Wisconsin, that shall be stated in the notice of the meeting.

3.02. Annual Meetings. The first annual meeting of the Unit Owners shall be held on the second Monday of the first July after the Declarant has ceased to control the Association as provided in Section 7.02 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on the second Monday of December of each succeeding year.

3.03. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least fifty percent (50%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.06. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order.
- (b) Calling the roll of Unit Owners and certifying the proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.

- (e) Reports of officers.
- (f) Reports of committees (if appropriate).
- (g) Election of directors (if appropriate).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3.08. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.09. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

4.01. Number and Membership in Association. The affairs of the Association shall be managed initially by a board of directors (the "Board of Directors") composed of three directors selected by the Declarant. Directors must either be representatives of Declarant or Unit Owners. During the period of Declarant Control as provided in Section 7.03 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement. In the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement.

4.02. Term of Office. The initial Board of Directors shall serve until the Declarant has conveyed one or more of the Units. Thereafter, all Directors shall be elected pursuant to Article 7.03 of the Declaration. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.03. Election of Directors. One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.05. Removal. Prior to the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.06. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. Until the expiration of Declarant Control as described in Section 7.03 of the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of December at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02. Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.05. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

5.06. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. Powers and Duties. All of the powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse

funds in payment of the Association's expenses;

(c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;

(d) Grant easements, licenses, and rights-of-way through or over the Common Elements;

(e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

(f) Sue on behalf of all Unit Owners;

(g) Make contracts and incur liabilities;

(h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;

(i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (I) rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners

against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.02. Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.01. Officers. The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided, however, that during the period of Declarant control as provided in Section 7.02 of the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02. Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.03. Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) Vice President. The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.08. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09. Fidelity Bonds. The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII

ARCHITECTURAL REVIEW COMMITTEE

8.01. Creation. There shall be a committee of both Unit Owners that shall be called the "Architectural Review Committee." During the period of Declarant control as provided in Section 7.02 of the Declaration, any person appointed by the Declarant to the Architectural Review Committee shall be deemed to be a "Unit Owner" for purposes of this requirement only. If a Unit is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The Architectural Review Committee shall have all powers, duties, and obligations as may be provided to it in the Declaration, Articles, Bylaws, or any Rules and Regulations of the Association, and as may be delegated to it by the Board of Directors pursuant to its authority under Article VI.

8.02. Membership and Term of Office. Declarant shall appoint both initial members to

serve on the Architectural Review Committee. Such Architectural Review Committee shall take office upon the conveyance by Declarant of the first Unit and shall serve until the Declarant has conveyed more than fifty percent (50%) of the Units to purchasers. Upon the conveyance of more than fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect both members to serve on the Architectural Review Committee. Thereafter, each member of the Architectural Review Committee shall take office at the annual meeting of Unit Owners and shall serve for a term of one (1) year or until his or her successor shall be elected.

8.03. Election of Members. One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as members of the Architectural Review Committee. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any Architectural Review Committee member may nominate a person to serve as a member. If the number of nominees equals the number of Architectural Review Committee members to be elected, the nominees shall automatically become the new Architectural Review Committee members to take office at the annual meeting. If the number of nominees is fewer than the number of Architectural Review Committee members to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of Architectural Review Committee members to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as members of the Architectural Review Committee and shall take office at the annual meeting.

8.04. Vacancy and Replacement. If the office of any Architectural Review Committee member becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining Architectural Review Committee members at a special meeting of the Architectural Review Committee held for that purpose promptly after the occurrence of such vacancy, even though the Architectural Review Committee members present may constitute less than a quorum, and each person so elected shall be a member of the Architectural Review Committee for the remainder of the term of the member who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, so long as Declarant has the right to appoint any member as described in Section 8.02, only the Declarant shall have the right to replace any Architectural Review Committee member appointed by Declarant.

8.05. Removal. So long as Declarant has the right to appoint any member as described in Section 8.02, only the Declarant shall have the right to remove a member appointed by Declarant from the Architectural Review Committee. Thereafter, any member may be removed from the

Architectural Review Committee, with or without cause, by a majority vote of the Unit Owners.

8.06. Quorum; Decisions of the Architectural Review Committee. Each member of the Architectural Review Committee shall have one (1) vote in all matters before the committee. A presence of a majority of the members of the Architectural Review Committee present in person or represented by proxy shall constitute a quorum for the transaction of business by such committee. If there is not a quorum present at any committee meeting, the members of the committee present shall have the authority to adjourn the meeting as provided in Section 3.05. When there is a quorum at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles, Bylaws, or Rules and Regulations of the Association, or by express direction of the Board of Directors, in which case such express provision or direction shall apply. Unless otherwise expressly provided in the Declaration, Articles, or Bylaws, the Board of Directors shall have no authority to reverse, modify, override, or abandon any decision of the Architectural Review Committee.

8.07. Notice of Committee Meetings; Quorum. No special meeting of the Architectural Review Committee may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary of the Association or any member of the Architectural Review Committee to each member of such committee. Such notice shall specify the place, day, hour, and purpose of the meeting. Attendance by any committee member at any meeting of such committee shall be deemed a waiver of such notice.

8.08. Action Without a Meeting. Any action required or permitted to be taken by the Architectural Review Committee or the vote of the members of such committee may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all members of the committee that would have been entitled to vote upon the action at such meeting.

8.09. Compensation. No member of the Architectural Review Committee shall receive any compensation for his or her services as a member of the Architectural Review Committee.

ARTICLE IX

BOOKS AND RECORDS

9.01. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

BUDGET, ASSESSMENT, AND ANNUAL REPORT

10.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of July and end on the last day of June.

10.02. Budget. Throughout the period of Declarant control as described in Section 7.02 of the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors prior to the first sale of a Unit by the Declarant. After the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, the Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

1. The reserve funds then in the reserve account;
2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;
3. The estimated remaining useful life of the Common Elements; and
4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

10.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under Section 5.01 of the Declaration. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the

case may be.

10.04. Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

10.05. Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

10.06. Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list prior to the third Thursday in February.

10.07. Statutory Reserve Account. All funds collected to fund a statutory reserve account as described in section 10.02, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance or for such other purposes as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

ARTICLE XI

USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

ARTICLE XII

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XIII

LIABILITY AND INDEMNITY

13.01. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint

venture, trust, or other enterprise, (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan, or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

13.02. Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 13.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (1) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or

officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XIII, the Association has purchased or is required under Section 13.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

13.03. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 13.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 13.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

13.04. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or

officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 13.03 that indemnification under Section 13.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

13.05. Partial Indemnification.

(a) If it is determined pursuant to Section 13.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 13.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

13.06. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

13.07. Limited Liability of Directors and Officers.

(a) Except as provided in subsection 13.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the

acts of misconduct listed in Section 13.02(b).

(b) Except as provided in Section 13.07(c), this Section 13.07 does not apply to any of the following: (I) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes Sections 13.07(b)(I) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

13.08. Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

13.09. Non-Exclusivity of Rights. The rights to indemnification, defense, and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 13.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

13.10. Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is

available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

13.11. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

13.12. Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

ARTICLE XIV

GENERAL PROVISIONS

14.01. Seal. The Association shall not have a corporate seal.

14.02. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

14.03. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XV

AMENDMENT

These Bylaws may be amended only with the assent of the votes of both Unit Owners. No amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

**DECLARATION OF CONDOMINIUM OF
SCHUMACHER CONDOMINIUM**

Document Number

Title of Document

SEE ATTACHED.

Record this document with the Register of Deeds

Name and Return Address:
Habitat for Humanity
2020 Springdale Rd
Waukesha WI 53186

226-0614-3434-024

(Parcel Identification Number)

DECLARATION OF CONDOMINIUM OF SCHUMACHER CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this 31 day of July, 2025, by Habitat for Humanity of Waukesha County, Inc., a Wisconsin non-stock corporation (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01. Name. The name of the condominium created by this Declaration (the "Condominium") is "Schumacher Condominium."

2.02. Legal Description. The land comprising the Property (the "Land") is located in the City of Fort Atkinson, County of Jefferson, State of Wisconsin, and is legally described as follows:

LOT 1 OF CSM 176, LOT 1 OF CSM 1353, LOT 1 OF CSM 2743, AND PART OF GOVERNMENT LOT 8, ALL LOCATED IN THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 14 EAST, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

2.03. Address. The addresses of the Condominium are 700 Schumacher Way, Ft. Atkinson, WI.

ARTICLE III

DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall initially consist of two (2) units (individually a "Unit" and collectively the "Units") located in the building identified on the Condominium Plat attached hereto as Exhibit A and made a part hereof (the "Condominium Plat"). The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 1 and 2 as numbered on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been

sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02. Boundaries of Units. The boundaries of each Unit are as identified on the Condominium Plat and include the land and paved driveway, private streets, and pedestrian walkways, if any, situated on the land as identified within the Unit, and within the Building identified on the Condominium Plat. The Unit shall be as follows:

(a) **Upper Boundary.** The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) **Lower Boundary.** The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the perimetrical boundaries.

(c) **Perimetrical Boundary.** The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

3.03. Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, or otherwise exclusively serving the Unit, including:

(a) Windows and doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(f) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and

any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The common elements (the "Common Elements") include the following:

- (a) The Land;
- (b) The private streets and pedestrian walkways, if any, situated on the Land;
- (c) The foundations, columns, pilasters, girders, beams, front balconies, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);
- (d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;
- (e) Any other portion of the improvements to the Land that is not part of a Unit as described above; and
- (f) Mailbox islands.
- (g) The shared driveway and shared detached garage.

4.02. Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one Unit Owner as described herein:

- (a) All sidewalks, access ways, steps, stoops, decks, ramps and patios attached to, leading directly to or from, or adjacent to each Unit; and
- (b) Any other areas identified on the Condominium Plat as Limited Common Elements designated and reserved for any Unit, if any.

4.03. Conflict Between Unit Boundaries; Common Element Boundaries.

- (a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a

Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units.

5.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03. Voting. The vote of each Unit at meetings of the Association (as defined in Article VII) shall be equal to the percentage of interest in the Common Elements pertaining to such Unit.

5.04. Multiple Owners. If there are multiple owners of any Unit, they shall have but one (1) vote.

5.05. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting

any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

CONDOMINIUM PLAT

6.01 Plat Description. The plat for this condominium is attached and appended as Exhibit "A".

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Schumacher Condominium Owners Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

7.02. Board of Directors; Membership and Voting. The "Board" or "Board of Directors" shall be the governing body of the Association, elected in accordance with the Bylaws. Each Unit Owner shall be a member of the Association and membership shall commence and terminate with ownership. Each Unit Owner shall be vested with a vote equal to the number of Units owned.

7.03. Declarant Control.

(a) Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may

exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, the Unit Owners shall serve as two of the three members of the Board of Directors. In the event that multiple individuals own the same Unit, those Unit Owners will choose from among themselves the one individual to serve as a member of the Board of Directors. The third member of the Board of Directors shall be chosen by mutual agreement between the Unit Owners. In the event a mutual agreement cannot be obtained, Declarant shall choose any person to serve as the third member of the Board of Directors.

(b) After a Unit has been sold to any person other than the Declarant, except as provided herein, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earlier of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of the remaining Unit to purchasers, assuming that the Condominium has been fully expanded under Article VI; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.04. Maintenance and Repairs.

(a) **Common Elements.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. Notwithstanding the foregoing, the Association shall only be responsible for snow removal within the paved vehicular roads and driveways; each Unit Owner shall be responsible for snow removal for all Limited Common Elements for their Unit.

(b) **Units.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems) to such Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its

condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

7.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06. General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on

the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed. The Association may require all Unit Owners to pay two (2) months of General Assessments in advance upon the purchasing of a Unit.

7.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding anything to the contrary in this Article VII, if the Association determines that Common Elements or Limited Common Elements benefit only certain Unit Owners, the costs of alteration, addition, repair, maintenance and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Unit Owners benefiting from the Common Element or Limited Common Element in proportion to their percentage interests in the Common Elements and shall be levied to such Unit Owners via Special Assessment.

7.08. Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

7.09. Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.10. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be

available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

7.11. Disputes. All disputes arising between the Unit Owners of this Condominium Association regarding the Bylaws, Declarations, Rules and Regulations, and any amendments thereto, shall first be attempted to be resolved through direct communication. If such communication fails to resolve the dispute, the parties shall proceed to mediation with a mutually agreed upon mediator. Should mediation not result in a resolution, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, with the final decision being binding on all parties.

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations. A Unit Owner may make improvements and alterations within their Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

8.02. Separation, Merger and Boundary Relocation. Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation or merger shall pay for the Association's cost of application

review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the percentage interests in the Common Elements shall be reallocated as follows:

(A) In the case of a boundary relocation, the percentage interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the percentage interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined in the same manner.

(B) In the case of a Unit separation, the percentage interests appurtenant to each resulting Unit (the "Resulting Unit") shall be determined as follows: for each Resulting Unit, the percentage interest in the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be determined in the same manner.

(C) In the case of the merger of two or more Units, the percentage interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(D) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

8.03. Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted

from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) handling his or her personal or business records or accounts in his or her Unit; or
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.03 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

8.04. Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.05. Lease of Units. No Unit may be rented for a period of five (5) years from the date of recording this Declaration. Thereafter, a Unit may be rented following a period of two (2) years from the date such owner becomes title owner of the Unit. All rentals shall be subject to the following requirements and any other rules set by the Association:

- (a) The term of any such lease shall not be less than one (1) year;
- (b) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;
- (c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and
- (d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval of any tenant or lease upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 8.05 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.06. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded by landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

8.07. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

8.08. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. All vehicles shall be parked on a hard-surfaced concrete or asphalt driveway or other hard-surfaced area at all times.

8.09. Pets. Pets are permitted in accordance with the current applicable Rules and Regulations, which Rules and Regulations may limit the number, size, breed, or other characteristics for any pets.

8.10. Landscaping. Unit Owners may not plant any decorative plants, vegetables, or shrubbery outside of their Unit without the prior written consent of the Association.

ARTICLE IX

INSURANCE

9.01. Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all

improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof, on an "HO6" or other policy form as required by the Association. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02. Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure their own Unit for personal benefit.

9.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named the insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

9.04. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from

obtaining such policy.

9.05. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01. Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$10,000.00 times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent and authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

10.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.06.

10.05. Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06. Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

10.07. Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore, at the Unit Owner's cost, such Unit to its condition prior to the damage or destruction as soon as possible and no later than two hundred seventy (270) days after the damage or destruction.

ARTICLE XI

CONDEMNATION

11.01. Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

11.02. Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

11.03. Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless a majority of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

11.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

11.06. Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

11.07. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE XII

MORTGAGEES

12.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations.

(c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars (\$20,000).

12.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all

Mortgagees have given their prior written approval.

12.03. Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.04. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. The consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Jefferson County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

ARTICLE XIV

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Fort Atkinson or the County of Jefferson to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of

the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV

GENERAL

15.01. Easements.

(a) Utility Easements. The Declarant hereby reserves for itself and for the Association acting by and in the discretion of its Board of Directors, the rights to grant to the City of Fort Atkinson or County of Jefferson public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

(b) Construction Easement. Until Declarant shall have completed all improvements or any Common Elements, the Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, an easement over portion of the

Common Elements and any Units, for construction or renovation of the Land, including but not limited to storing tools, machinery, equipment, building materials, appliance, supplies and fixtures, maintaining and correcting drainage, roof or stormwater, cutting of trees and vegetation, grading, or any other action reasonably necessary for such construction. Upon such action, Declarant shall restore the affected property in a condition reasonably similar to its prior condition.

(c) Access and Drive Easement. Declarant owns, or in the future may own, property adjacent to the Land. The Declarant reserves for itself and its duly authorized agents, representatives, and employees, an easement over, across, upon, and through the Common Elements for pedestrian and vehicular access, including any ingress and egress, to any adjacent property, now owned or in the future owned by Declarant. Without limiting the foregoing, Declarant, at its costs, may utilize any paved drives or surfaces for such access and shall have the right, at Declarant's cost, to expand, increase, or extend any such surfaces for access to such adjacent property. Declarant's rights herein shall be perpetual any may be assigned to any successor or assign of Declarant, who owns such adjacent property and shall thereafter run with the land.

15.02. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening or otherwise affecting another Unit or the Common Elements; to install, alter, or repair, or maintain mechanical, electrical, or plumbing services or other Common Elements in its Unit or elsewhere in the Condominium; and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result from delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practicable, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.04. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05. Declarant Access During Construction of Improvements. During any period of

construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Condominium or the expanded Condominium.

15.06. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Habitat for Humanity of Waukesha County, Inc., 2020 Springdale Road, Waukesha, WI 53186. The resident agent may be changed by the Association in any manner permitted by law.

15.07. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.08. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

This Declaration of Condominium of HABITAT FOR HUMANITY OF WAUKESHA COUNTY, INC. is executed by the undersigned as of August 6, 2025.

Declarant:

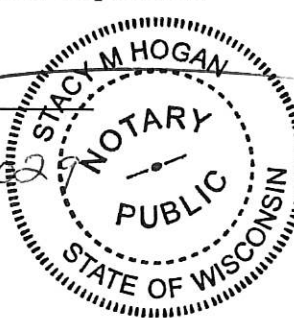
Habitat for Humanity of Waukesha County, Inc.

By: Melissa Songco
Name: Melissa Songco, Chief Executive Officer

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me on the 6th day of August, 2025, Melissa Songco, as authorized officer of HABITAT FOR HUMANITY OF WAUKESHA COUNTY, INC., a Wisconsin non-stock corporation, who acknowledged the foregoing document for the purposes recited therein on behalf of said corporation.

Stack M Hogan
Notary Public, State of Wisconsin
My commission expires 1/31/2029

A circular notary seal for Stack M Hogan, Notary Public, State of Wisconsin. The seal features the name "STACK M HOGAN" at the top, "NOTARY PUBLIC" in the center, and "STATE OF WISCONSIN" at the bottom, all enclosed within a double-lined circular border.

This Document drafted by
Attorney Noah G. Buhle