



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

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, OCTOBER 7, 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 10, 2025 Parks and Recreation Advisory Board meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - b. Review and possible action relating to the **minutes of the September 16, 2025, City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - c. Review and possible action relating to the **minutes of the September 22, 2025 Police and Fire Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - d. Review and possible action relating to the **minutes of the September 23, 2025, Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)

- e. Review and possible action on a **Special Event: Fort Fall Festival**, November 1, 2025, from 1:00 - 6:00 p.m. at the Water Street/Milwaukee Avenue parking lot (Ebbert, Clerk/Treasurer/Finance Director)
- f. Discussion and possible action relating to a **Temporary Retailer's License** for Randy Schopen Foundation's Fort Fall Fest on November 1, 2025, from 1:00 - 6:00 pm (Ebbert, Clerk/Treasurer/Finance Director)
- g. Review and possible action relating to **Citizen Appointments** to Committees, Commissions, and Boards (Houseman, City Manager)

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

8. Resolutions and Ordinances

- a. First reading of an ordinance relating to a **Zoning Map Amendment** to change the zoning district for the property located at 525 Jefferson St. (226-0614-3433-017) from Urban Mixed Use (UMU) to Medium Industrial (MI) to accommodate the future sale of the property (ZMA-2025-12) (Draeger, Director of Neighborhood and Building Services)
- b. Review and possible action relating to a Resolution **Declaring an Emergency and Authorizing the Milwaukee Avenue West Storm Sewer Repair** without Competitive Bidding (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 Small Animal Collection Contract with the **Humane Society of Jefferson County** for 2026 (Ebbert, Clerk/Treasurer/Finance Director)
- b. 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)

- c. Review and possible action relating to an Agreement between the City of Fort Atkinson and the **Fort Atkinson Professional Police Association** for the years 2026-2028 (Bump, Police Chief)
- d. Review and possible action relating to a proposal from Quam Engineering for **Banker Road Final Plat Services** (Addendum #4) (Navin, Director of Public Works)
- e. Review and possible action relating to **Milwaukee Avenue W. Storm Sewer Emergency Repair construction award** (Navin, Director of Public Works)
- f. Review and possible action relating to an **Extraterritorial Certified Survey Map** for the property located at W6184 Star School Road in the Town of Koshkonong (CSM-2025-06) (Draeger, Director of Neighborhood and Building Services)
- g. Review and possible action relating to a **contract to install concrete sidewalk and ramps on South Main Street** at the intersections of Hilltop Trail and Talcott Avenue (Williamson, Public Works Operations Superintendent)

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: October 3, 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.



**PARKS AND RECREATION ADVISORY BOARD MEETING
IN PERSON AND VIA ZOOM
WEDNESDAY, SEPTEMBER 10, 2025 – 4:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

Baird called the meeting to order at 4:03pm

2. Roll call

Present: Steve Mahoney, Robert Cassiday, Kyle Jaeckel, Simon Dorfman, Hillary Baird, and Ben Dayton

Also in attendance: Deb Rusch (Beautification Council) and John Ciccarelli

3. Election of the Chair of the Parks and Recreation Board for the term of June 11, 2025 – June 1, 2026 (Dayton)

Jaeckel nominated Robert Cassiday for the position of Parks and Recreation Advisory Board Chair. Baird seconded the nomination. Motion passed unanimously.

4. Election of the Vice Chair of the Parks and Recreation Board for the term of June 11, 2025 – June 1, 2026 (Chair)

Cassiday called for nominations for Vice Chair of the Parks and Recreation Advisory Board. Mahoney nominated Kyle Jaeckel for Vice Chair. Baird seconded. Motion passed unanimously.

5. Approval of Minutes

a. Review and possible action relating to the *minutes of March 12, 2025 Parks and Recreation Advisory Board meeting (Chair)*

Cassiday requested a motion to approve the minutes from the March 12, 2025 Parks and Recreation Advisory Board meeting.

Jaeckel motion to approve the minutes from the March 12, 2025 Parks and Recreation Advisory Board meeting. Mahoney seconded. Motion passed unanimously.

6. Unfinished Business

a. Discussion relating to the *Ballfield Lighting Subcommittee (Dayton)*

Dayton summarized what the Ballfield Lighting Subcommittee was tasked with and how

the group had taken a pause. In addition, he discussed the various conversations that have been taking place with representatives from both of the user groups (Fort Youth Baseball and Junior Blackhawk Baseball) about the project. The input they provided is that the project needs to include parking and fencing.

Dayton explained that former Parks and Recreation Board representative, Rocky Baldry, is no longer on the advisory board. This means that a new representative from the board will need to be appointed to the subcommittee.

Cassiday asked if the committee would be starting from scratch or if they would be picking up where they left off.

Dayton described that after discussions with the representatives from the two user groups, he does not feel they will need to start over completely. The group will be able to build off the work completed on the lighting and then address the other items in the park. The subcommittee will have its priorities set and report to the Parks and Recreation advisory board in December.

Cassidy suggested that the new rep be someone who has 2 years left on their term to avoid any potential turnover from the board.

Mahoney asked whether this person would be the chair or if the role is to be the representative from the parks and recreation advisory board to report back.

Dayton mentioned that the committee will appoint members to positions such as secretary, chair, and vice chair to provide a structure for meetings.

Mahoney said that he can commit to the position, and based on his professional experience, he will be able to contribute to the committee positively.

Dorfman motioned to nominate Mahoney to the Ballfield Lighting Subcommittee. Cassiday seconded.

7. New Business

a. Review and possible recommendation to the planning commission related to **Barrie Park Bike Rack Project by the Fort Atkinson Beautification Council (Debbie Rusch)**

Dayton interjected, prior to any discussion stating that this project does not need to go to the planning commission like the other public monument and review projects have had to. If approved by the board, the project will go through staff review before approval.

Mahone motioned that the recommendation be amended to authorize the Parks and Recreation Director to work with the Beautification Council a final design and provide

approval for the installation. Dorfman Seconded

Dayton continued to discuss the project details that were included in the packet and stated that the Beautification Council representative, Deb Rousch, will also be providing information about the project.

Dayton identified the location of the rack, noting that no new hard surfaces will need to be installed. The installation will be provided by the Parks staff and reimbursed by the Beautification Council.

Cassidy asked if there were any issues with ADA, which Dayton explained was due to the path leading to the bathrooms being on the west side of the building. The door in the picture is where the chase is located.

Cassiday asked if the project is already fully funded.

Rusch mentioned that they have funding and received donations from the Beautification Council (BC), Fort Atkinson Ladies Club (FALC), and Heart of the City (HC).

Mahoney asked if the FALC still needs to provide additional approval for the final design once the final rendering is complete.

Rusch stated that the FALC will be providing feedback before the bike rack is manufactured.

Dayton pointed out that some younger citizens may not understand the song reference. Stating that this is worth considering, as the bike rack will be at that location for many years.

Baird and Dorfman both provided context to the song and its origins. Also stating that they are okay with it not being as familiar and causing interest and conversations.

Rusch shared that the feedback from the FALC was that more musical notes would be preferred.

Cassidy stated that the rendition was difficult to grasp and will need to be much cleaner before approval.

Dorfman suggested that a graphic designer assist with rendering.

Jaeckel discussed that the rendering came from the manufacturer and will be clearer once the changes are made. The BC will need to make any modifications based on recommendations from the board. Once they have an acceptable rendering, it will be reviewed and approved by city staff.

Baird suggested that, rather than having the words to the song on the rack, you could place them on a plaque on the side or base of the rack. That will provide more space for music notes, and it can include more of the lyrics.

Dayton stated that the board may consider placing a plaque on the face of the bike rack at one end, providing adequate spacing for the musical notes.

Ciccarelli provided input on the technical aspects of the bike rack, including the use of zinc plating for durability, proper spacing of the rods for various types of bikes, including corner standoffs to lift the frame off the ground, among other suggestions.

Jaackle confirmed that several of the suggestions had already been considered and included in the design.

Baird motioned to authorize the Parks and Recreation Director to work with the Beautification Council on the final design and provide approval. Dorfman seconded. Motion was approved unanimously.

8. Miscellaneous

a. Director's Report (Dayton)

In July, the City celebrated National Parks and Recreation Month. The department launched a social media campaign highlighting various parks programs and staff. The template for this was developed by Anna Schaeftbauer, our spring intern!

We are now celebrating National Senior Center Month in September. On Tuesday, September 16, Senior Center Director Chris Nye will be accepting the proclamation at the council meeting, recognizing the value and importance the Senior Center provides for the community.

On June 1st, Rocky Baldry and Becky Romans concluded their final term on the Parks and Recreation Advisory Board. Their contributions are appreciated. However, their seats have not been filled yet. Please contact Ben Dayton with any potential board members.

Aquatic Center

- This spring, the Aquatic Center bathhouse received a much-needed refresh. Improvements included new exterior paneling, a fresh coat of paint, and upgraded bathroom showers.
- We welcomed an impressive 31,321 visitors this season! Thanks to the dedication of our staff, we were able to extend our season by three additional days, giving our community even more opportunities to enjoy the pool.
- Fun fact from our concessions stand: we sold 4,240 pretzels throughout the 2025

season.

- We provided 9,382 hours of work to our seasonal staff this summer. Many of these positions were filled by high school and college students who rely on seasonal employment through Parks and Recreation. These opportunities offer valuable work experience for college and high school students in Fort Atkinson.
- A total of 1,067 swim lessons were provided this season, helping children and adults gain confidence and learn the essential life skill of swimming. These lessons are a vital part of our mission to promote safety, health, and recreation in our community.
- Lastly, we added internet access to the pool facility this summer, opening the door to exciting future possibilities. This upgrade enhances staff operations and lays the groundwork for improved guest services, digital programming, and expanded connectivity for patrons.

Main Street Dance

- Dance Intensive Camp held this summer was Led by Main Street Dance Studio Director Emma Hendricks and UW–Madison Dance Minor Peighton Strasburg, this week-long camp welcomed 29 dancers ages 10 and up. The program concluded with an evening performance at the Fort Atkinson Performing Arts Center
- During the opening weekend of dance registration, we saw an incredible \$21,000+ in transactions. This showcases the interest the community has in the Main Street Dance Studio.

Parks

- The new batting cages at Jones Park are officially open and have quickly become a community favorite. This project adds a valuable recreational resource for athletes and families alike.
- The Kiwanis Field improvement project received approval last week and is now moving forward! Phase One will include the installation of two sets of bleachers, soccer goals, and an accessibility path connecting the parking lot to the seating area. The Kiwanis Club has been a great partner to work with.
- The new Department of Public Works and Parks facility is now complete! Staff have settled into the spacious building, which provides a more efficient and comfortable working environment.

Recreation

- Last spring, we hosted an intern from UW–Whitewater who made a meaningful impact by designing new program guide covers and launching two new programs, including a used equipment garage sale and Slime Time!

- Nash Christian celebrated his 18-month anniversary with the department this summer! His continued dedication and contributions are deeply appreciated.

Senior Center

- The Senior Center continues to be a hub of activity, with 16,592 attendees recorded in 2024. This impressive number reflects the wide range of programs and services that keep our older adults engaged and connected.
- Our Wii Bowling League reached a new milestone with over 24 participants this season the highest we've ever had! Players are competing for the coveted Traveling League Trophy, bringing fun and friendly competition to the center.

9. Next Meeting

a. Wednesday, December 10, 2025 at 4:00 p.m.

10. Adjournment

Jaeckel motioned to adjourn. Seconded by Mahoney 4:48pm



**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, SEPTEMBER 16, 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: Cm. Huckabee, Lescohier, Schultz and President Jaeckel. Also present: City Manager, City Attorney, City Clerk/Treasurer/Finance Director, Director of Public Works, Fire Chief, Park & Recreation Director, Director of Neighborhood Services, Senior Center Director and Public Works Superintendent.

Excused absence: Cm. Johnson.

3. Pledge of Allegiance

President Jaeckel led the Pledge of Allegiance.

4. Consent Agenda

Lescohier moved, seconded by Huckabee to approve the Consent Agenda items 4.a. through 4.n. as presented. Motion carried.

- 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

None.

6. Public Comment for Matters on the Agenda

John Hausz, 104 Jefferson Street - commented on the Senior Center Proclamation.

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)*
Huckabee moved, seconded by Schultz to approve the Proclamation recognizing September as National Senior Center Month in Fort Atkinson. Motion carried.

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)*
Manager Houseman stated that 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. 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%.

Schultz moved, seconded by Lescohier to approve the Resolution requesting exemption from the County Library Tax for the City of Fort Atkinson. Motion carried.

- 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)*

Director Navin stated 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 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 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.

Lescohier moved, seconded by Schultz to suspend the rules and offer a third/final reading of the Ordinance. Motion carried unanimously.

Lescohier moved, seconded by Huckabee to approve the Ordinance to create section 98-59 of the City of Fort Atkinson Municipal Code of Ordinances relating to Lead Lateral Service Line Replacement. 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 rental agreement for **agricultural land at the Fort Atkinson Municipal Airport** (Navin, Director of Public Works)*

Director Navin provided the parcel numbers of 226-0614-2332-000, 226-0614-2711-002 near the Airport where the City has leased the land for agricultural. 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.

BIDDER - PRICE/ACRE/YEAR

Broedlow Farms LLC \$165/acre/2026, \$210/acre/2027, \$215/acre/2028

Kutz Farms \$201/acre/2026, \$203/acre/2027, \$205/acre/2028

Huckabee moved, seconded by Schultz to 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. Motion carried.

- 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)*

Director Navin stated 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. 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.

BIDDER - PRICE/ACRE/YEAR

Mathew Thompson - \$31/acre

Matt Christiansen/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

Schultz moved, seconded by Lescohier to 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. Motion carried.

- 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)*

Director Navin discussed the land owned by the City in the Klement Business Park, parcels 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.

BIDDER - PRICE/ACRE

Wilharm Hay Sales \$250/acre

Andrew Luebke \$210/acre

Huckabee moved, seconded by Lescohier to 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. Motion carried.

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)***

Director Navin referenced Klement Business Park that can be used for haying only. The Parcel Identification Number of the lands are 226-0514-1741-001 (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. The available acreage for haying is less than the total parcel size; however, bids were solicited based on the full 41.2-acre parcel. 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.

BIDDER - PRICE/ACRE

Wilharm Hay Sales \$100/acre

Andrew Luebke \$100/acre

Lescohier moved, seconded by Schultz to 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. Motion carried.

e. *Review and possible action relating to the **replacement of the Senior Center Roof (Dayton, Director of Parks and Recreation)***

Director Dayton discussed the roof of the Senior Center that 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. 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.

Riedl and Son - \$42,956.46. 20 yr workmanship warranty and 50 yr materials warranty.
Reliable Roofing - \$39,100.00. 5 yr workmanship warranty and 40 yr materials warranty.
Serenity Concepts - \$54,520.98. 5 yr workmanship warranty and 40 yr materials warranty.

Lescohier moved, seconded by Schultz to 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. Motion carried.

- 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)*

Director Dayton presented that 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. 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. 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.

Schultz moved, seconded by Lescohier to 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 for Kiwanis Field Facility Improvement Project at Rock River Park. Motion carried.

- 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)*
No action was taken.
- h. *Review and possible action relating to the **2026 S. Main St. Pedestrian Path Construction Bid Award** (Navin, Director of Public Works)*
Director Navin referenced 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. 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.

Lescohier moved, seconded by Huckabee to award the 2026 S. Main St. Pedestrian 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. Motion carried.

i. *Review and possible action relating to a contract with **KL Engineering for Banker Road realignment design** (Navin, Director of Public Works)*

Director Navin reiterated that 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. 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.

Huckabee moved, seconded by Schultz to 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. Motion carried.

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)*

Chief Peterson stated that 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. 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.

Huckabee moved, seconded by Schultz to approve the agreement with the Town of Koshkonong for Fire/EMS Services and authorize the City Manager to execute the agreement. Motion carried.

- 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)*

Schultz moved, seconded by Lescohier to approve the agreement with the Town of Hebron for Fire/EMS Services and authorize the City Manager to execute the agreement. Motion carried.

- 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)*

Schultz moved, seconded by Huckabee to approve the agreement with the Town of Oakland for Fire/EMS Services and authorize the City Manager to execute the agreement. Motion carried.

- 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)*

Schultz moved, seconded by Lescohier to approve the agreement with the Town of Jefferson for Fire/EMS Services and authorize the City Manager to execute the agreement. Motion carried.

- 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)*

Schultz moved, seconded by Huckabee to approve the agreement with the Town of Sumner for Fire/EMS Services and authorize the City Manager to execute the agreement. Motion carried.

- 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)*
Director Draeger stated 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. 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.

Lescohier moved, seconded by Schultz to approve the Condominium Plat for Habitat for Humanity located at 700 Schumacher Way as submitted. Motion carried.

12. Miscellaneous

None.

13. Public Comment for Matters Not on the Agenda

John Hausz, 104 Jefferson Street - commented on mowing that took place near Ramesh Avenue.

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)*

Huckabee moved, seconded by Schultz to approve the list of Verified Claims and authorize payment. Motion carried.

15. Adjournment

Schultz moved, seconded by Huckabee to adjourn. Meeting adjourned at 7:55 pm.

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



**POLICE AND FIRE COMMISSION MEETING
IN PERSON AND VIA ZOOM
MONDAY, SEPTEMBER 22, 2025 – 2:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

Chairperson Pro-Tem Turk called the meeting to order at 2:00 pm.

2. Roll call

Commissioners: Hartwick, Bowers, Raub and Turk. Also present: City Manager, City Clerk/Treasurer/Finance Director, Fire Chief and FT Jergens.

3. Approval of Minutes

*a. Review and possible action relating to the **minutes of the April 2, 2025, Police and Fire Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*

Hartwick moved, seconded by Bowers to approve the minutes of the April 2, 2025 Police and Fire Commission meeting. Motion carried.

4. New Business

a. Review and possible action relating to the appointment of top candidate(s) from the Fire/EMS Department recruitment process for a Firefighter/Paramedic (Peterson)

Chief Peterson presented the appointment of top candidate(s) for a Firefighter/Paramedic position. Chief presented three applicants with recommendation to appoint Cody Northrup.

Bowers moved, seconded by Hartwick to appoint Cody Northrup as Firefighter/Paramedic for the City of Fort Atkinson Fire/EMS Department. Motion carried.

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

Chief Peterson recommended two candidates for positions within the Fire/EMS Department.

Hartwick moved, seconded by Bowers to appoint Christian Stoubs as a part-time

firefighter/EMT Advanced for the Fort Atkinson Fire/EMS Department. Motion carried.

Hartwick moved, seconded by Bowers to appoint Michael Jensen as a part-time firefighter/paramedic for the Fort Atkinson Fire/EMS Department contingent upon successful completion of pre-employment requirements. Motion carried.

5. Adjournment

Bowers moved, seconded by Raub to adjourn. Meeting adjourned at 2:15 pm.

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, SEPTEMBER 23, 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, Shull, Council Rep Schultz, Director of Public Works Navin and City Manager Houseman. Also present: Director of Neighborhood Services, City Attorney and City Clerk/Treasurer/Finance Director.

3. New Business

- a. **Public Hearing** relating to a request for a Zoning Map Amendment to change the zoning district for the property located at 525 Jefferson St. (226-0614-3433-017) from Urban Mixed Use (UMU) to Medium Industrial (MI) (ZMA-2025-12)

Director Draeger introduced the Zoning Map Amendment request to change the zoning for 525 Jefferson Street. The existing 1.82-acre site is located at 525 Jefferson Street and has an existing +/-34,000 square foot building that previously housed a sales and manufacturing operation, and is now vacant. Formerly, this site consisted of three different parcels that have since been combined. The applicant is proposing a Zoning Map Amendment from the existing zoning of Urban Mixed Use to the proposed zoning of Medium Industrial. This land use includes commercial, mixed-use, residential, community facilities, and parks. This designation further aligns with the UMU zoning district that was assigned to the properties during the rewrite process. However, it does not align with the proposed Zoning Map Amendment to Medium Industrial. The applicant is proposing a Zoning Map Amendment that does not align with the City's Comprehensive Plan and thus cannot be approved because, according to state law, the City cannot approve a Zoning Map Amendment that is inconsistent with its Comprehensive Plan. The City's Management Team has reviewed the application, and all comments have been included in this document. Overall, the proposed Zoning Map Amendment does not meet the requirements of the City's ordinances and is not in alignment with adopted City plans. If the applicant were to seek a Comprehensive Plan Amendment, and it were to be adopted, the Zoning Map Amendment could potentially be accomplished in the future.

The Public Hearing was opened at 4:06 pm.

Caroline Murphy, Godfrey & Kahn represents the applicant. She commented on the 'downzoning' of the property. Her second point was regarding the comprehensive plan as it was a previously permitted use prior to the update of the comp plan. She disagreed with the Staff recommendation that the request does not align with future land use.

The Public Hearing was closed at 4:09 pm.

- b. *Review and possible action relating to the **minutes of the September 9, 2025 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*

Ciccarelli moved, seconded by Schultz to approve the minutes of the September 9, 2025 Plan Commission meeting. Motion carried.

- c. *Review and possible recommendation to the City Council relating to a **Zoning Map Amendment** to change the zoning district for the property located at 525 Jefferson St. (226-0614-3433-017) from Urban Mixed Use (UMU) to Medium Industrial (MI) to accommodate the future sale of the property (ZMA-2025-12) (Draeger, Director of Neighborhood Services)*

Director Draeger reiterated the applicant is proposing a Zoning Map Amendment that does not align with the City's Comprehensive Plan and thus cannot be approved because, according to state law, the City cannot approve a Zoning Map Amendment that is inconsistent with its Comprehensive Plan. The City's Management Team has reviewed the application, and all comments have been included in this document. Overall, the proposed Zoning Map Amendment does not meet the requirements of the City's ordinances and is not in alignment with adopted City plans. If the applicant were to seek a Comprehensive Plan Amendment and it were to be adopted, the Zoning Map Amendment could potentially be accomplished in the future. Staff recommends denial of the request as it is not consistent with the City's comp plan. In particular, the Future Land Use Map designation of the subject property as Planned Mixed Use does not include industrial land uses and thus a Zoning Map Amendment to Medium Industrial would be inconsistent with the plan.

Kessenich asked what is defined by 'Artisan Production Shop' in this zoning. Draeger stated small production is similar to jewelry, bait and tackle, production that has medium impact on the neighborhood.

Ciccarelli referenced the zoning map and similarly shaded zoned properties adjacent to subject property being more residential. Ciccarelli supports the current zoning stating it appears appropriate for the block and surrounding area as it is heavily residential with park space.

Schultz asked if the underlining request is to aid in the sale of the property. Houseman confirmed the rezoning request is to allow greater use of the property for current or future owner.

Kessenich moved, seconded by Ciccarelli to recommend that the City Council deny the Zoning Map Amendment request from UMU to MI for property located at 525 Jefferson Street because the proposed Zoning Map Amendment is not consistent with the City's Comprehensive Plan. Motion carried unanimously.

- d. *Review and possible action on a **Site Plan Review** for an addition at Jones Dairy Farm located at 800 Jones Ave. (SPR-2025-25) (Draeger, Director of Neighborhood Services)*
Director Draeger presented the Site Plan Review for Jones Dairy Farm, which owns several properties and structures located on the southwest side of Fort Atkinson. This very small-scale expansion would allow them to utilize more of the existing lot and accommodate the necessary equipment for their boiler room. The subject property is about 20-acres in size and includes one of their main operation facilities. The proposed project includes a small addition onto an existing building that fronts the Glacial River Trail and Janesville Avenue. It is being requested to accommodate a new deaerator room on the existing boiler room building. The proposed disturbance area impacts only approximately 3,000 sf and includes a 342 square foot building addition and ground-level mechanical to be placed on a concrete pad. No other changes are proposed to the site. This request is compliant with the Comprehensive Plan.

Ciccarelli moved, seconded by Kessenich to approve the Site Plan Review for an addition at Jones Dairy Farm located at 800 Jones Avenue. Motion carried unanimously.

- e. *Review and possible recommendation to the City Council relating to an **Extraterritorial Certified Survey Map** for the property located at W6184 Star School Road (CSM-2025-06) (Draeger, Director of Neighborhood Services)*
Director Draeger discussed that the property owner at W6184 Star School Road would like to break off a 2 acre parcel from the parent parcel along Star School Road in the Town of Koshkonong a 40.08 acre parcel. This is within the 3-mile extraterritorial area of the City of Fort Atkinson and also within the 1.5-mile radius requiring a recommendation from the Plan Commission and approval by the City Council. The parcel has been rezoned to A-3, pending approval of the CSM. City staff find that the proposed Certified Survey Map for the 2-acre parcel to be zoned A-3 is consistent with the goals of the Comprehensive Plan.

Schultz moved, seconded by Kessenich to recommend the City Council waive the requirement for the road dedication and approve the Certified Survey Map. Motion carried unanimously.

- f. *Update on previously approved projects (Houseman)*
Manager Houseman provided the following updates: Site plans have not been submitted for Klement Industrial Park projects, construction on Ridge View Estates continue, Maple Grove Street lots are all sold with construction anticipated this year, Habitat for Humanity constructing on Schumacher Way.

Ciccarelli asked about street repairs on Business 26. Houseman confirmed this is a Town or County project to repair sections.

Kessenich asked about McGee's Chicken that was anticipated on Main Street. No updates available. Inquired on Blackhawk Senior Living as they have a dumpster. Appears to be general clean up and potentially making space for joint ventures with the Chamber.

4. Adjournment

Ciccarelli moved, seconded by Schultz to adjourn. Meeting adjourned at 4:31 pm.

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



MEMORANDUM

DATE: October 7, 2025

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Fort Fall Festival, November 1, 2025, from 1:00 - 6:00 p.m. at the Water Street/Milwaukee Avenue parking lot (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

Randy Schopen Foundation

Event: Fort Fall Fest

Dates and Hours of Event: Saturday, November 1, 2025, 1:00 to 6:00 pm

Set Up/Tear Down: 9:00 am closure of parking lot. 6:00 pm clean up will begin.

Location: City Parking Lot: Water Street/Milwaukee Avenue

Contact Person: Kelly Schel Koenig, 920-285-0636, Erin Patterson 920-723-5223, erinpaddys@gmail.com

Estimated Number of Attendees: 200

The application and event information was routed to all City Departments with comments provided.

Wastewater: The lift station that is behind the stage area to remain clear the entire event.
Police Department: Staffed for the event, will confirm decibel readers.

A Fall Market with music, food and drinks, vendors, kids activities, fall games, and a petting zoo.

The goal is to raise money for the Randy Schopen Foundation.

Alcohol will be stored in a cooler truck provided by licensed distributor. Sales will be stationed at the cooler, and the consumption within the market premise.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve Fort Fall Festival on November 1, 2025 from 1:00 to 6:00 pm.

ATTACHMENTS

1. FORT FALL FEST SPECIAL EVENT 2025
2. FORT FALL FEST MAP



CITY OF FORT ATKINSON
Special Event Application

Fee: \$25.00

Name of Business/Group Organizing Event: Randy Schopen Foundation
Contact Person for Event: Kelly Scheinkoenig / Erin Patterson
Phone Number: 920 285 0636 Email: erinpaddys@gmail.com
Day of Event Contact Person (if different from above): Phone: 920 723 5223 Email: " "

Special Event Details

Event Name: Fort + fall fest
Event Date (mm/dd/yyyy): Nov. 1, 2025
Event Location: market square
Estimated Number of Attendees: 200 - 300 Hours of Event: 1:00 - 6:00
Event Setup Time: 9:00 AM Event Tear Down Time: 6 pm
Event Description:
A fall market with music, vendors, kids activities, fall games, petting zoo and food drinks
Goal/Purpose of Event:
Raise money for the Randy Schopen Foundation

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.

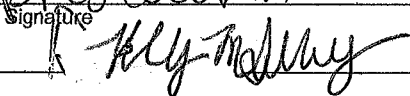
☒ I am renting city equipment
Please secure and submit payment for requested equipment prior to submitting Special Event Application.
*Attach a map with a location for drop off of equipment with this application.

8' white plastic table (43 available; \$4.50/each)	Qty <u> </u>
Metal folding chair (190 available; \$0.75/each)	Qty <u> </u>
Additional Picnic Table (\$15/each; includes delivery & pick up)*	Qty <u> </u>
Additional Garbage/Recycling Can*	Qty <u> </u>
Barricades* <u>if parking lot can be blocked</u>	Qty <u> </u>
Traffic Cones*	Qty <u> </u>

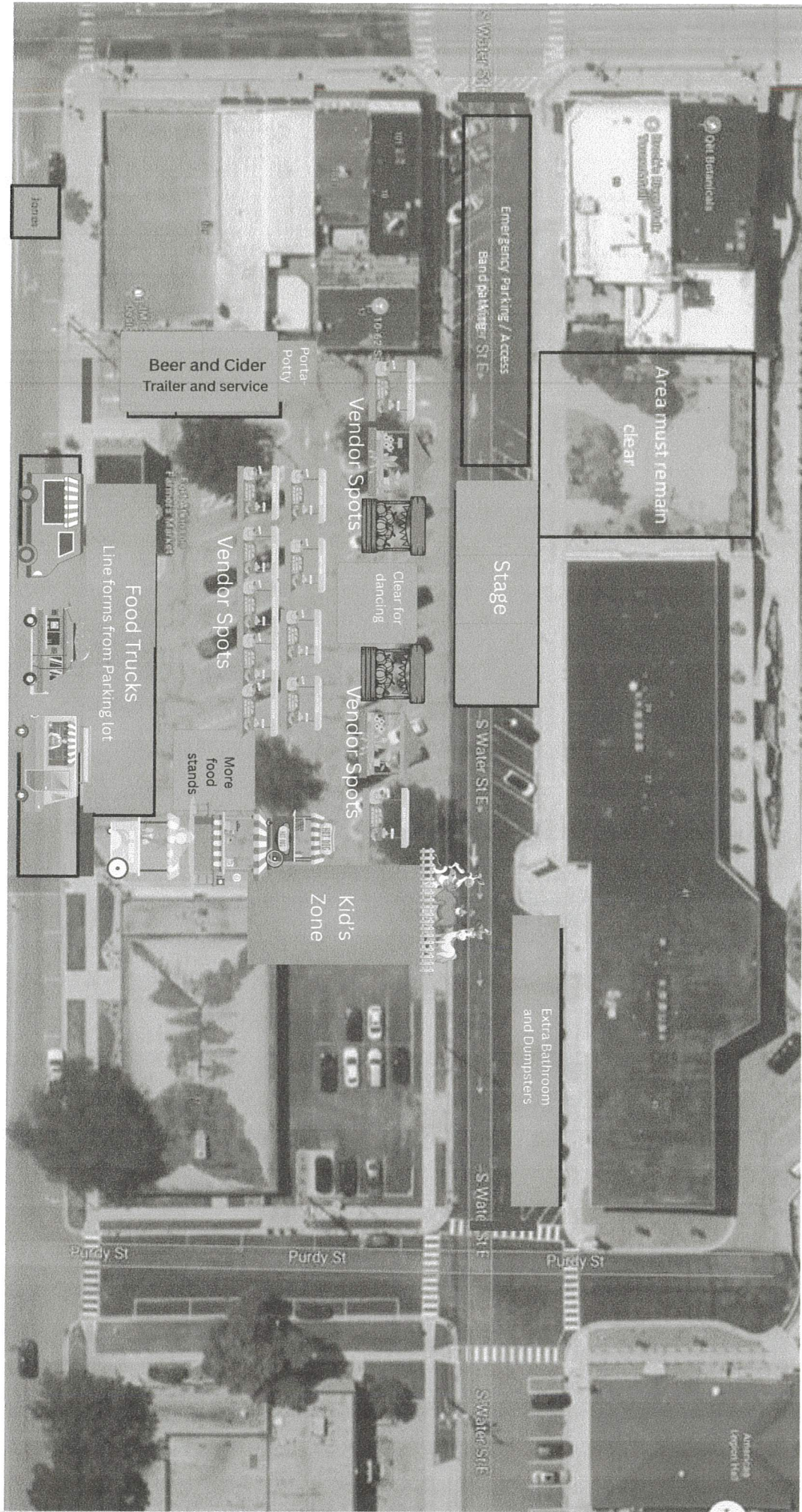
☒ Electrical Access
The City Electrician may reach out to you to address any needs/concerns.
Please specify if you have any requests or requirements beyond current access:

Continued

Part C: Event Information			
1. Name of Event (if applicable) Fort Fall Fest			
2. Dates of Operation Nov. 1st, 2025		3. Hours of Operation 1:00 - 6:00	
4. Premises Address 19 E Milwaukee Ave W.			
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) Kelly Scheinkoenig / Erin Patterson	
12. Email and/or Phone Number for Organizer of Event erinpaddys@gmail.com		13. Organizer Website randyschopenfoundation.org	
14. Event Website N/A		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. alcohol will be stored in a cooler truck provided by licensed distributor. sales will be stationed at the cooler truck. consumption will be within the market premise. No carry in or out will be allowed. Records will be stored with the foundation	

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 Schopen / Schankoenig		First Name Damon / Kelly	
Title President		M.I.	
Signature 		Email damon@randyschopenfoundation.org	
Date 9/15/25		Phone	

Part E: For Clerk Use Only	
Date Application Was Filed With Clerk	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	





MEMORANDUM

DATE: October 7, 2025

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Discussion and possible action relating to a Temporary Retailer's License for Randy Schopen Foundation's Fort Fall Fest on November 1, 2025, from 1:00 - 6:00 pm (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: Randy Schopen Foundation

Street Location: 148 E Milwaukee St.

Manager of affair: Damon Schopen

Name of Event: Fort Fall Fest

Date of Event: November 1, 2025

Premises: Market Square

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

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve the Temporary Class B Retailer's License to sell beer and wine at the Fort Fall Fest at Market Square on November 1, 2025 contingent upon having licensed operators and purchasing products from a Wisconsin beverage distributor.

ATTACHMENTS

1. FORT FALL FEST TEMP B LICENSE APP

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

Part A: Organization Information				
1. Organization Name Randy Schopen Foundation				
2. Organization Permanent Address 148 E Milwaukee St				
3. City Jefferson	4. State WI	5. Zip Code 83538 53549		
6. Mailing Address (if different from permanent address)				
7. FEIN 87-4012101	8. Date of Organization/Incorporation 12/9/2021		9. State of Organization/Incorporation WI	
10. Phone 262-510-2040	11. Email daman@randyschopenfoundation.org			
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) N/A				

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
Schopen	Daman	president	262 510 2040
Schopen	Greg	Treasurer	715 966 5061
Weber	Shari	Secretary	1005-743-0703

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:

1:00

End Time of Music:

6 pm

☒ I will be closing a street(s)*

Barricades can be provided by Public Works upon request

Water Street

* 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: October 7, 2025

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: Review and possible action relating to Citizen Appointments to Committees, Commissions, and Boards (Houseman, City Manager)

BACKGROUND

The City has a wide variety of Committees, Commissions, and Boards made up of citizens, staff, and elected officials. Some of these groups are outlined in the City's Ordinances. Most often, the City Manager is responsible for appointing citizen members, subject to approval by the City Council. Similarly, in most cases, the Council President is responsible for appointing Council members to these groups.

DISCUSSION

The following citizen members are eligible for appointment or reappointment to the Committees, Commissions, and Boards below for the terms indicated:

- **Parks and Recreation Advisory Board:**
 - Kevin Scheckel for a three-year term ending in 2028

Note the following vacancies for citizens on City Commissions, Committees, and Boards:

- Airport Committee (one seat)
- Board of Zoning Appeals (two seats)
- Cable Television Committee (one seat)
- Historic Preservation Commission (one seat)
- Parks and Recreation Advisory Board (one seat)
- Transportation and Traffic Review Committee (one seat)

Staff continues to work on filing these vacancies and encourages members of the public to submit an [application](#) to serve if interested.

FINANCIAL ANALYSIS

The appointments of citizens to these Committees, Commissions, and Boards is not expected to impact the City financially.

RECOMMENDATION

Staff recommends that the City Council confirm the appointment listed in this memo through the Consent Agenda.

ATTACHMENTS

1. CITIZEN SERVICE INFORMATION FORM Kevin Scheckel



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

CITIZEN SERVICE INFORMATION FORM

Name (Print): _____ Date: _____
Last First Middle

Home Address: _____

Business Name/Address: _____

Telephone (Home): _____ (Work): _____

Email Address: _____

How long have you lived in the City of Fort Atkinson? _____

Which Boards, Commissions and/or Committees interest you? _____

Please give a brief overview of your background, experience, interest or concerns in the above areas:

References:

1. _____ Phone: _____

2. _____ Phone: _____

Signature

Return this form to:
City Manager's Office
101 North Main Street
Fort Atkinson WI 53538
sweiherth@fortatkinsonwi.gov



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

MEMORANDUM

DATE: October 7, 2025

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Building/Zoning Administrator

RE: First reading of an ordinance relating to a Zoning Map Amendment to change the zoning district for the property located at 525 Jefferson St. (226-0614-3433-017) from Urban Mixed Use (UMU) to Medium Industrial (MI) to accommodate the future sale of the property (ZMA-2025-12) (Draeger, Director of Neighborhood and Building Services)

BACKGROUND

Section 15.10.31 of the City of Fort Atkinson Zoning Ordinance outlines the requirements for a Zoning Map Amendment, which is a request to change the zoning designation of a parcel(s) within the City. This process includes a public hearing, review, and approval by the Plan Commission and the City Council, and consistency of the proposal with adopted Plans.

DISCUSSION

The applicant has requested a Zoning Map Amendment for an existing 1.82-acre site located 525 Jefferson Street. The existing +/-34,000 square foot building on the parcel that previously housed a sales and manufacturing operation, is now vacant. Formerly, this site consisted of three different parcels that have since been combined. The applicant is proposing a Zoning Map Amendment from the existing zoning of Urban Mixed Use (UMU) to the proposed zoning of Medium Industrial (MI).

The existing property is currently zoned UMU. This zoning district allows for and is oriented to a mix of commercial and residential land uses. The Comprehensive Plan identifies the property as Planned Mixed Use on the Future Land Use Map. The inconsistency between the proposed rezoning and the Comprehensive Plan is further described below.

The subject parcel must meet the minimum standards of the MI zoning district to be rezoned. All proposed land uses and structures must also meet the minimum standards of the district. The table below outlines the standards for a parcel in the MI district and how they compare to the subject parcel (525 Jefferson).

Bulk Regulation	MI Standard	Subject Parcel
Minimum Lot Area	20,000 sf	80,000 sf - Met
Minimum Lot Width	100 feet	250 feet - Met
Minimum Lot Depth	120 feet	240 feet - Met
Minimum Lot Frontage at ROW	50 feet	240 feet - Met
Minimum Front Setback	25 feet	8 feet - Not Met
Minimum Side Setback	10 feet	8 feet - Not Met
Minimum Rear Setback	10 feet	175 feet - Met
Maximum Impervious Surface Ratio	80%	60% - Met

ZONING MAP AMENDMENT CRITERIA:

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

1. Does the proposed Zoning Map Amendment advance the purposes of the Zoning Ordinance as outlined in Section 15.01.03? Somewhat. The proposed zoning map amendment protects the health, safety, morals, comfort, convenience, and general welfare of the public. However, the amendment is inconsistent with the Comprehensive Plan (see 2. below).
2. Is the proposed Zoning Map Amendment in harmony with the Comprehensive Plan? No. The proposed zoning map amendment is inconsistent with the Comprehensive Plan's Future Land Use Map designation of Planned Mixed Use. This land use designation includes commercial, mixed use, residential, community facilities, and parks. It does not include industrial.
3. Does the proposed Zoning Map Amendment maintain the desired consistency of land uses, land use intensities, and land use impacts within the pertinent Zoning District? Somewhat. The proposed zoning map amendment is inconsistent with the Comprehensive Plan and several neighboring residential properties. However, there are other properties with industrial zoning within the neighborhood.

4. Does the proposed Zoning Map Amendment address any of factors that are not accomplished on the current Zoning Map? Somewhat. The proposed zoning map amendment would provide the site with additional industrial land use possibilities, but there are no other changing factors in this area and the Comprehensive Plan envisioned this area being commercial or mixed use on the Future Land Use Map.

A comparison between the Urban Mixed Use (UMU) Zoning designation and the Medium Industrial (MI) Zoning designation highlights key differences in terms of compatibility with surrounding land uses. The MI zoning district allows a broader range of industrial activities, some of which could be more disruptive or incompatible when located directly adjacent to existing or planned Single-Family Residential areas. In addition to the potential for conflicts related to noise, traffic, or visual impacts, the presence of more intensive industrial uses may discourage or even deter future residential and commercial development in the surrounding area. Since there is no specific redevelopment planned for this location, any of the permitted or conditional uses allowed under MI zoning could potentially operate at this site if the Zoning Map Amendment were approved.

The tables below outline the differences in the land uses permitted by right and as conditional uses in the UMU and MI zoning districts.

UMU Land Uses Permitted by Right (condensed)	MI Land Uses Permitted by Right (condensed)
Mixed Residential and Care Facilities (Max: 20 unit apartments)	Office & Professional Services
Mixed-Use & Live/Work	Retail & Display Uses
Office & Professional Services	Artisan Production & Commercial Kitchen
Retail, Sales & Display	Commercial Animal Boarding/Daycare
Artisan, Production & Food Uses	Vehicle Sales & Services
Food, Beverage & Entertainment	Institutional & Civic Open Space
Health, Fitness & Personal Services	Parks & Passive Recreation
Childcare & Institutional Uses	Essential Public Services
Outdoor Recreation	Light Industrial & Indoor Storage/Wholesaling
Civic & Community Open Space	Medium Industrial (indoor manufacturing with some outdoor storage permitted)
UMU Land Uses Permitted by Conditional Use (condensed)	MI Land Uses Permitted by Conditional Use (condensed)
Large-Scale Residential Apartments	Active Outdoor Recreation
Community Gardens & Urban Agriculture	Community Gardens & Urban Agriculture
Outdoor Commercial Entertainment	Greenhouses & Indoor Agriculture

Indoor Lodging
Vehicle Sales & Services
Water-Related Recreation
Transit Center
Boarding & Group Residential Facilities
Communication Infrastructure
Off-Site Parking Facilities

Food Production & Processing
Outdoor Storage & Warehousing
Distribution & Logistics Centers
Transit Center
Public Services & Utilities
Communication Infrastructure
Off-Site Parking Facilities

The City's Comprehensive Plan anticipates a more balanced transition in this location. The Future Land Use Map identifies the area as Planned Mixed Use, with the intent of creating a functional buffer between the planned Single-Family Residential neighborhoods to the south and the designated General Industrial area to the north. This planned land use pattern is intended to promote compatibility, encourage orderly growth, and ensure that development within the corridor supports long-term investment and livability in adjacent residential neighborhoods.

FINANCIAL ANALYSIS

The proposed Zoning Map Amendment is not expected to have a financial impact on the City.

RECOMMENDATION

The applicant's proposed Zoning Map Amendment cannot be approved because it does not comply with the City's ordinances or align with adopted City plans. The City's Management Team has reviewed the application, and all comments have been incorporated into this document, confirming that the proposal does not meet the requirements necessary for approval.

City staff recommends denial of the Zoning Map Amendment from UMU to MI because the proposed Zoning Map Amendment is not consistent with the City's Comprehensive Plan. In particular, the Future Land Use Map designation of the subject property as Planned Mixed Use does not include industrial land uses and thus a Zoning Map Amendment to Medium Industrial would be inconsistent with the Comprehensive Plan.

At the meeting on September 16, 2025, the Plan Commission held a public hearing on this matter. The Attorney representing the property owner appeared via Zoom to speak in favor of the rezoning request. No others spoke at the public hearing. The Plan Commission discussed further and recommended that the City Council deny the request for a Zoning Map Amendment from UMU to MI for the property located at 525 Jefferson Street, based on the inconsistency of the request with the City's adopted Comprehensive Plan and Zoning Ordinance.

ATTACHMENTS

1. Plan Commission Memorandum

2. Zoning Map Application and Attachments (525 Jefferson Street)_Redacted
3. Map of the Property - 525 Jefferson Street
4. North Railway District Map
5. Future Land Use Map
6. 525 Jefferson St. Notice and Map



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

ZONING MAP AMENDMENT REPORT TO THE PLAN COMMISSION

DATE: September 23, 2025

PROPERTY ADDRESS: 525 Jefferson St.

PARCEL NUMBER: 226-0614-3433-017

OWNER: Fort Land Company, LLC

APPLICANT: Fort Land Company, LLC

FILE NUMBER: ZMA-2025-12

EXISTING ZONING: UMU, Urban Mixed Use

PROPOSED ZONING: MI, Medium Industrial

EXISTING LAND USE: Indoor Sales and Service
and Light Industrial

REQUESTED USES: No change

BACKGROUND

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

REQUEST OVERVIEW

The existing 1.82-acre site is located at 525 Jefferson Street and has an existing +/-34,000 square foot building that previously housed a sales and manufacturing operation, and is now vacant. Formerly, this site consisted of three different parcels that have since been combined. The applicant is proposing a Zoning Map Amendment from the existing zoning of Urban Mixed



Use to the proposed zoning of Medium Industrial.

The site is adjacent to a mix of zoning districts and land uses including Medium Industrial to the north, Institutional to the east, Medium Industrial and Two-Flat to the west, and Single-Family

to the south.

The properties were purchased in 2013 by the current owner and were confirmed to be zoned Central Business and General Commercial at the time. During the Zoning Ordinance rewrite process, all properties in the City of Fort Atkinson were rezoned to new zoning districts. The Urban Mixed Use zoning district was assigned to the properties at this time because that most closely matched the existing commercial zoning districts on the property. As such, no downzoning letter was issued by the City of Fort Atkinson because it was not viewed to be a downzoning situation, rather a direct translation between existing and proposed new. To note, letters are not required as part of a full Zoning Ordinance Rewrite process. This was an additional step that City staff took at the time to notify property owners of significant changes. All required statutory steps were complied with during the adoption of the new Zoning Ordinance and Map in 2020.

Further, the properties are shown as Planned Mixed Use on the City's adopted Comprehensive Plan Future Land Use Map. This land use includes commercial, mixed-use, residential, community facilities, and parks. This designation further aligns with the UMU zoning district that was assigned to the properties during the rewrite process. However, it does not align with the proposed Zoning Map Amendment to Medium Industrial.

The applicant is not seeking to make any changes to the property at this time, outside the proposed Zoning Map Amendment to industrial.

REZONING REVIEW:

The existing property is currently zoned UMU. This zoning district allows for and is oriented to a mix of commercial and residential land uses. The Comprehensive Plan identifies the property as Planned Mixed Use on the Future Land Use Map. The inconsistency between the proposed rezoning and the Comprehensive Plan is further described below.

The proposed project's lot requirements must meet the minimum standards of the MI zoning district to accommodate the proposed rezoning. All proposed land uses and structures must also meet the minimum standards of the district.

Bulk Regulation	MI Standard	Proposed New Parcel
Minimum Lot Area	20,000 sf	80,000 sf
Minimum Lot Width	100 feet	250 feet
Minimum Lot Depth	120 feet	240 feet
Minimum Lot Frontage at ROW	50 feet	240 feet
Minimum Front Setback	25 feet	8 feet
Minimum Side Setback	10 feet	8 feet
Minimum Rear Setback	10 feet	175 feet
Maximum Impervious Surface Ratio	80%	60%

ZONING MAP AMENDMENT CRITERIA:

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

1. Does the proposed Zoning Map Amendment advance the purposes of the Zoning Ordinance as outlined in Section 15.01.03? Somewhat. The proposed zoning map amendment protects the health, safety, morals, comfort, convenience, and general welfare of the public. However, the amendment is inconsistent with the Comprehensive Plan (see 2. below).
2. Is the proposed Zoning Map Amendment in harmony with the Comprehensive Plan? No. The proposed zoning map amendment is inconsistent with the Comprehensive Plan's Future Land Use Map designation of Planned Mixed Use. This land use designation includes commercial, mixed use, residential, community facilities, and parks. It does not include industrial.
3. Does the proposed Zoning Map Amendment maintain the desired consistency of land uses, land use intensities, and land use impacts within the pertinent Zoning District? Somewhat. The proposed zoning map amendment is inconsistent with the Comprehensive Plan and several neighboring residential properties. However, there are other properties with industrial zoning within the neighborhood.
4. Does the proposed Zoning Map Amendment address any of factors that are not accomplished on the current Zoning Map? Somewhat. The proposed zoning map amendment would provide the site with additional industrial land use possibilities, but there are no other changing factors in this area and the Comprehensive Plan envisioned this area being commercial or mixed use on the Future Land Use Map.

PUBLIC NOTICE:

A public hearing is required for a Zoning Map Amendment review and action. All required public hearing notices have been properly posted in compliance with state law.

COMPREHENSIVE LAND USE PLAN (2019):

The subject property is located within the North Railway District Planning Area (see attachments) and is identified as mixed-use. The opportunities indicated on the plan include live-work focus, business growth, job-focused redevelopment in areas closer to the park and downtown, employment focused redevelopment (ex. K-Mart site), and superior natural entryway experiences.

The subject property is also shown as Planned Mixed Use on the Future Land Use Map. This designation includes commercial, mixed use, residential, community facilities, and parks. Staff believe the proposal is not in concert with the Comprehensive Plan.

DISCUSSION

The applicant is proposing a Zoning Map Amendment that does not align with the City's Comprehensive Plan and thus cannot be approved because, according to state law, the City cannot approve a Zoning Map Amendment that is inconsistent with its Comprehensive Plan. The City's Management Team has reviewed the application, and all comments have been included in this document.

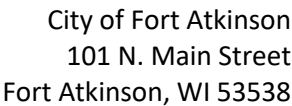
Overall, the proposed Zoning Map Amendment does not meet the requirements of the City's ordinances and is not in alignment with adopted City plans. If the applicant were to seek a Comprehensive Plan Amendment and it were to be adopted, the Zoning Map Amendment could potentially be accomplished in the future.

RECOMMENDATION

City staff recommends denial of the Zoning Map Amendment from UMU to MI because the proposed Zoning Map Amendment is not consistent with the City's Comprehensive Plan. In particular, the Future Land Use Map designation of the subject property as Planned Mixed Use does not include industrial land uses and thus a Zoning Map Amendment to Medium Industrial would be inconsistent with the plan.

ATTACHMENTS

1. Zoning Map Application and Attachments (525 Jefferson Street)_Redacted
2. Map of the Property - 525 Jefferson Street
3. North Railway District Map
4. Future Land Use Map
5. 525 Jefferson St. Notice and Map



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

Property address of requested zoning change: _____

Zoning change request from Urban Mixed Use (UMU) to Medium Industrial (MI)

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

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

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

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

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

III Process Checklist

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

I. Application Pack Requirements.

- a. A map of the subject property to scale.

See attached ALTA Survey of the 525 Jefferson Street, Fort Atkinson, Wisconsin ("Property").

- b. Legal Description of the property.

PARCEL I:

Part of the Southwest 1/4 of Section 34, Township 6 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, more fully described as follows: Beginning on the centerline of Clarence Street, 480 feet North of the North side of Marston & Pritchard's Addition to the City of Fort Atkinson (being, also the South line of said Section 34); thence East 267.3 feet; thence North 180 feet; thence West 267.3 feet; thence South 180 feet to the point of beginning.

EXCEPTING THEREFROM land conveyed to the City of Fort Atkinson in Warranty Deed recorded March 11, 1948, in Volume 249 of Deeds, Page 571, as Document No. 422448.

PARCEL II:

The North 60 feet of the following described parcel of land being located in the Southwest 1/4 of Section 34, Township 6 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, to wit:

Commencing on the Town Line between Townships 5 North and 6 North, Range 14 East, and on the South line of said Section 34, at a point where the East line of Clarence Street intersects said Town Line; running thence North 120 feet to the point of beginning of this description; thence East 120 feet; thence North 360 feet; thence West 120 feet to a line parallel with the East line of Clarence Street; thence South 360 feet to the point of beginning.

PARCEL III:

Part of the Southwest 1/4 of Section 34, Township 6 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, more fully described as follows: Beginning on the West line of Jefferson Street, 240 feet North of the South line of said Section 34, said point also being the Northeast corner of a parcel described in Volume 443, Page 407; thence Westerly along the North line described in said Volume 443, Page 407, and its extension, 127.55 feet more or less to the West line of a parcel described in Volume 231, Page 282; thence North along said West line, 240 feet more or less to the South line of a parcel described in Volume 256, Page 580; thence Easterly along the South line described in said Volume 256, Page 580 and its extension, 128.81 feet more or less to the West line of Jefferson

Street; thence South along the said West line, 240 feet more or less to the point of beginning.

- c. Written justification for proposed official zoning map amendment, including evidence application is consistent with Comprehensive Plan.

When the property owner (“Applicant”) purchased the Property, it was zoned C-2 Central Business, which allowed for manufacturing. Attached is a copy of the zoning letter from 2013 when the Property was acquired.

On April 30, 2025, the City of Fort Atkinson (“City”) issued the attached zoning letter which evidenced the Property was now zoned Urban Mixed Use (UMU), which does not permit manufacturing. Instead, the use is limited to residential uses and limited mixed-use commercial uses.

Applicant understands the City amended its zoning code in 2020. The Applicant never received written notice that the City was changing the zoning designation and use for the property and does not reside in the City for public notices, so it was not until the Applicant obtained the updated zoning letter this past April that it learned the zoning had changed.

Amending the zoning designation of the Property aligns with the Comprehensive Plan, as the parcels adjacent to and in the surrounding area of the Property along the northern and northwestern property lines are zoned Medium Industrial (MI) and have open Wisconsin Department of Natural Resources cases relating to the discharge of hazardous substances. Specifically, Parcel No. 226-0614-3433-040, which is directly across Lorman Street from the Property and owned by the City is zoned MI; Parcel No. 226-0614-3433-032, which is directly across Clarence Street from the Property and owned by W D Hoard & Sons Co., is also zoned MI. In addition, the parcels that are immediately west of these parcels (Parcel Nos. 226-0614-3433-037 and 226-0614-3433-039) are also both zoned MI and have open Wisconsin Department of Natural Resources cases with ongoing investigation and/or remediation activities. Furthermore, Section 15.02.51 of the City’s Zoning Ordinance states that MI district “is consistent with economic development objectives and compatible with adjacent residential and commercial development.”

- d. Any further information needed by the Plan Commission.

The City is likely aware of the environmental matters that burden the Property and surrounding land. In 2012, the State of Wisconsin Department of Natural Resources issued a Final Case Closure with Continuing Obligations (“Final Closure Letter”) in connection with environmental remediation at the Property. The Final Closure Letter states that changing the use or occupancy of the property to a residential use is explicitly prohibited without prior written approval from the Wisconsin Department of Natural Resources. The Applicant requests the City zone the Property to MI so as to avoid any violation of the Final Closure Letter. Applicant has attached a copy of the Final Closure Letter for the City’s review.



July 26, 2013

Mr. Kurt Kellogg
Fort Land Company, LLC
c/o Jane Benesh
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, WI 53202

RE: Property Address: 525 Jefferson Street, Fort Atkinson, Wisconsin
Tax Key No.: 226-0614-3433-017

Mr. Kellogg:

The undersigned being authorized and empowered to execute this letter on behalf of the City of Fort Atkinson, hereby certifies with respect to the property referenced above as follows:

1. The Premises lies within the boundaries of the City of Fort Atkinson zoning district and is zoned C-2 Central Business Zoning under the City's zoning code ("Zoning Code").
2. The use of the Premises as a Private Business that manufactures, sells and markets fishing baits, lures and tackle is a permitted use under the Zoning Code (and not a legal nonconforming use) and complies with all applicable zoning and use codes, ordinances, rules and regulations.

Yes X No

[If no, please specify the nature of any noncompliance or legal nonconforming use status.]



3. There are no variances, conditional use permits or special use permits required for the current use of the Premises as a Private Business that manufactures, sells and markets fishing baits, lures and tackle.

Yes ☒

No ☐

[If no, please specify the same and the relevant terms.]

4. The Premises comply with the subdivision ordinances affecting it and can be conveyed without the filing of a plat or replat of the Premises.

Yes ☒

No ☐

5. The use, occupancy, operation and improvements of the Premises comply with all applicable zoning codes, rules and regulations, including all applicable setback, height, building size/area, land coverage/greenspace and parking laws, codes ordinances, rules and regulations.

Yes ☐

No see below ☒

[If no, please specify the nature of any noncompliance.]

Building encroaches into the existing minimum 10' front setback area as shown on the survey of the premises dated July 10, 2013, prepared by Metropolitan Survey Service, Inc., but the building is a legal nonconforming structure because it was in existence before the setback restriction was adopted.

6. All appropriate and required Governmental permits, licenses and approvals have been provided for the construction, use, operation and occupancy of the Premises as a Private Business that manufactures, sells and markets fishing baits, lures and tackle.

Yes ☒

No ☐ (to date)

[If no, please specify any permits, licenses or approvals not yet obtained.]

7. There are no outstanding work orders or notices of noncompliance with any building codes, ordinances, rules or regulations for the Premises.

Yes X No _____

[If no, please specify outstanding work orders or notices of noncompliance.]

Be informed that there may or may not be outstanding orders on the property issued by the Fire Department.

This letter may be relied upon by Uncle Josh Land Company, LLC, its lenders, successors and assigns and any title insurance company insuring title to the Premises.

Signature of Authorized Person:

CITY OF FORT ATKINSON, WISCONSIN

By: Brian Juarez
Brian Juarez

Title of Signatory: Building Inspection/Zoning Administrator

Dated: July 26, 2013



Date: April 30, 2025

To Whom It May Concern:

Re: Zoning Verification for 525 Jefferson Street, Fort Atkinson, WI

Parcel Number: 226-0614-3433-017

This letter is issued in response to a request for zoning verification for the property located at **525 Jefferson Street, Fort Atkinson, Wisconsin**, identified as **Parcel #226-0614-3433-017**.

According to the official zoning map and the Zoning Ordinance of the City of Fort Atkinson, this property is zoned **Urban Mixed Use (UMU) Zoning District**.

Permitted Uses in the UMU District:

The UMU District permits a variety of residential, commercial, and mixed-use developments. The following uses are permitted by right:

Residential Uses:

- (a) Townhouse (3–4 units)
- (b) Townhouse (5–8 units)
- (c) Multiplex (3–4 units)
- (d) Multiplex (5–8 units)
- (e) Apartments (3–4 units)
- (f) Apartments (5–8 units)
- (g) Apartments (9–12 units)
- (h) Apartments (13–16 units)
- (i) Apartments (17–20 units)
- (j) Individual Family Living Arrangement
- (k) Certified Adult Family Home (1–2 residents), per Section 15.03.06(13)
- (l) Licensed Adult Family Home (1–4 residents), per Section 15.03.06(13)
- (m) Small Community-Based Residential Facility (5–8 residents), per Section 15.03.06(13)
- (n) Residential Care Apartment Complex or Supportive Apartment Program (1–8 residents), per Section 15.03.06(13)
- (o) Foster Home (1–8 residents), per Section 15.03.06(13)
- (p) Residential Care Center for Children and Youth (1–8 residents), per Section 15.03.06(13)



Mixed-Use and Commercial Uses:

- (q) Apartments with Limited Commercial
- (r) Mixed-Use Building
- (s) Live/Work Unit
- (t) Office
- (u) Personal or Professional Service
- (v) Indoor Sales or Service
- (w) Outdoor Display
- (x) Artisan Production Shop
- (y) Physical Activity Studio
- (z) Commercial Kitchen
- (aa) Restaurants, Taverns, and Indoor Commercial Entertainment
- (bb) Drive-Through and In-Vehicle Sales or Service
- (cc) Group Daycare Center
- (dd) Indoor Maintenance Service

Institutional and Recreational Uses:

- (ee) Water-Related Recreation
- (ff) Indoor Institutional
- (gg) Outdoor Open Space Institutional
- (hh) Passive Outdoor Recreation
- (ii) Active Outdoor Recreation
- (jj) Essential Services



City of Fort Atkinson
Building Inspector/Zoning Administrator
101 N. Main Street
Fort Atkinson, WI 53538

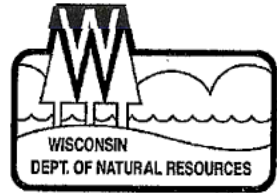
As of the date of this letter, there are no known zoning violations, special exceptions, conditional uses, or variances associated with this parcel on file with the Planning & Zoning Department.

This letter is provided for informational purposes only and does not constitute a development approval, permit, or legal determination. For any proposed development or change in use, please contact the Zoning Department to confirm compliance with all applicable codes and regulations.

If you have any questions or need further assistance, please do not hesitate to contact our office.

Sincerely,

Jedidiah Draeger
Zoning Administrator
City of Fort Atkinson
Phone: (920) 397-9901
Email: jdraeger@fortatkinsonwi.gov



August 8, 2012

Milo Jones
UJB Enterprises, Inc.
525 Jefferson St
Fort Atkinson WI 53538

KEEP THIS DOCUMENT WITH YOUR PROPERTY RECORDS

Subject: Final Case Closure with Continuing Obligations
Uncle Josh Bait Company – 525 Jefferson Street, Fort Atkinson, Wisconsin.
DNR BRRTS# 02-28-556416

Dear Mr. Jones:

The Department of Natural Resources (DNR) considers the Uncle Josh Bait Company site closed, with continuing obligations. No further investigation or remediation is required at this time. However, you and future property owners must comply with the continuing obligations as explained in the conditions of closure in this letter. Please read over this letter closely to ensure that you comply with all conditions and other on-going requirements. Provide this letter and any attached maintenance plan to anyone who purchases this property from you.

This final closure decision is based on the correspondence and data provided, and is issued under ch. NR 726, Wisconsin Administrative Code. The DNR South Central Regional Closure Committee reviewed the request for closure on May 14, 2012. The Closure Committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. A conditional closure letter was issued by the DNR on May 14, 2012, and documentation that the conditions in that letter were met was received on August 3, 2012.

On-site contamination of low levels of lead and arsenic may be from historic fill being placed at the site. Low levels of naphthalene vapors were also detected at the property. The site is affected by groundwater contamination, which has been attributed to off-site sources (see file 07-28-558330). The conditions of closure and continuing obligations required were based on the property being used for industrial purposes.

Continuing Obligations

The continuing obligations for this site are summarized below. Further details on actions required are found in the section Closure Conditions.

- Residual soil contamination exists that must be properly managed should it be excavated or removed.
- Pavement, an engineered cover or a soil barrier must be maintained over contaminated soil and the DNR must approve any changes to this barrier.
- Before the land use may be changed from industrial to non-industrial, additional environmental work must be completed.

GIS Registry

This site will be listed on the Remediation and Redevelopment Program's internet accessible Geographic Information System (GIS) Registry, to provide notice of residual contamination and of any continuing obligations. DNR approval prior to well construction or reconstruction is required for all sites shown on the GIS Registry, in accordance with s. NR 812.09(4) (w), Wis. Adm. Code. To obtain approval, complete and submit Form 3300-254 to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line at <http://dnr.wi.gov/org/water/dwg/3300254.pdf> or at the web address listed below for the GIS Registry.

All site information is also on file at the South Central Regional DNR office, at 3911 Fish Hatchery Road, Fitchburg, WI. This letter and information that was submitted with your closure request application, including the maintenance plan, will be included on the GIS Registry in a PDF attachment. To review the site on the GIS Registry web page, visit the RR Sites Map page at <http://dnr.wi.gov/org/aw/rr/gis/index.htm>.

Prohibited Activities

Certain activities are prohibited at closed sites because maintenance of a barrier is intended to prevent contact with any remaining contamination. When a barrier is required, the condition of closure requires notification of the DNR before making a change, in order to determine if further action is needed to maintain the protectiveness of the remedy employed. The following activities are prohibited on any portion of the property where the cap consisting of gravel, grassy area, and building, is required, as shown on the **attached map**, unless prior written approval has been obtained from the DNR:

- removal of the existing barrier;
- replacement with another barrier;
- excavating or grading of the land surface;
- filling on covered or paved areas;
- plowing for agricultural cultivation;
- construction or placement of a building or other structure;
- changing the use or occupancy of the property to a residential exposure setting, which may include certain uses, such as single or multiple family residences, a school, day care, senior center, hospital, or similar residential exposure settings;

Closure Conditions

Compliance with the requirements of this letter is a responsibility to which you and any subsequent property owners must adhere. DNR staff will conduct periodic prearranged inspections to ensure that the conditions included in this letter and the attached maintenance plans are met. If these requirements are not followed, the DNR may take enforcement action under s. 292.11, Wisconsin Statutes to ensure compliance with the specified requirements, limitations or other conditions related to the property.

Residual Soil Contamination (ch. NR 718, chs. 500 to 536, Wis. Adm. Code or ch. 289, Wis. Stats.)

Soil contamination remains on the west site of the property as indicated on the **attached map**. If soil in the specific locations described above is excavated in the future, the property owner at the time of excavation must sample and analyze the excavated soil to determine if contamination remains. If sampling confirms that contamination is present, the property owner at the time of excavation will need to determine whether the material is considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable standards and rules. In addition, all current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken to prevent a direct contact health threat to humans.

Cap/Cover

The cap consisting of gravel, grassy area, and building, that exists in the location shown on the **attached map** shall be maintained in compliance with **the attached maintenance plan** in order to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health.

A cover or barrier for industrial land uses, or certain types of commercial land uses may not be protective if use of the property were to change such that a residential exposure would apply. This may include, but is not limited to single or multiple family residences, a school, day care, senior center, hospital or similar settings. Before using the property for such purposes, you must notify the DNR to determine if additional response actions are warranted.

A request may be made to modify or replace a cover or barrier. The replacement or modified cover or barrier must be protective of the revised use of the property, and must be approved in writing by the DNR prior to implementation.

The **attached maintenance plan and inspection log** are to be kept up-to-date and on-site. Submit the inspection log to the DNR only upon request.

Industrial Standards

Soil Meeting Site-Specific Industrial Standards for this Site

Soil contamination remains at the west side of the site, as shown on the **attached map**. Samples contained lead and arsenic in concentrations that met the site-specific industrial soil standards developed for this site.

Sub-slab Vapor Meeting Site-Specific Industrial Standards for this Site

Soil vapor beneath the building slab contains naphthalene at levels that could pose a long-term risk to human health, if allowed to migrate into an occupied *residential* building on the property.

This property may not be used or developed for a residential, commercial, agricultural or other non-industrial use, unless prior written approval has been obtained from the DNR. An investigation and remedial action to meet applicable soil cleanup standards may be required at that time.

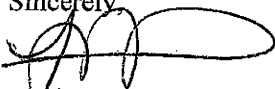
The attached DNR fact sheet, "Continuing Obligations for Environmental Protection", RR-819, was included with this letter, to help explain a property owner's responsibility for continuing obligations on their property. If the fact sheet is lost, you may obtain a copy at <http://dnr.wi.gov/org/aw/rr/archives/pubs/RR819.pdf>.

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

Please send written notifications in accordance with the above requirements to South Central Regional Headquarters, to the attention of Wendy Weihemuller. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Jeff Ackerman at (608) 275-3323.

The DNR appreciates your efforts to restore the environment at this site.

Sincerely,



Linda Hanefeld, Team Supervisor
South Central Remediation & Redevelopment Program

Attachments:

- extent of cap map
- maintenance plan
- RR 819

cc: Mark Mejac, Environ

CAP MAINTENANCE PLAN

July 27, 2012

Property Located at: 525 Jefferson Street

WDNR BRRTS/Activity No. 02-28-556416

Tax Key No. 226-0614-3433-017

Introduction

This document is the Cap Maintenance Plan for a cap at the above-referenced property in accordance with the requirements of s. NR 724.13(2), Wisconsin Administrative Code. The maintenance activities relate to the existing cap occupying the area over the soil on site.

More site-specific information about this property may be found in:

- the case file in the Wisconsin Department of Natural Resources (WDNR) South Central Regional Office;
- BRRTS on the Web (WDNR's internet based data base of contaminated sites): <http://botw.dnr.state.wi.us/botw/SetUpBasicSearchForm.do>;
- GIS Registry PDF file for further information on the nature and extent of contamination: <http://ldnrmaps.wisconsin.gov/limf/imfApplyTheme.jsp?index=1>; and
- the WDNR Project Manager (Mr. Jeff Ackerman).

Description of Contamination

Soil with elevated lead (53 mg/kg to 3,120 mg/kg) and arsenic (1.4 mg/kg to 33.7 mg/kg) concentrations is located at a depth ranging from 1.2 to 6 feet in the fill within the site boundaries. The property boundary is shown on the attached Figure 1.

Description of the Cap to be Maintained

The cap consists of gravel, grassy area, and building as shown on the attached Figure 1. The extent of the cap is shown on attached Figure 1. The cap coincides with the inferred area of the site in which lead concentrations in soil exceed generic industrial residual contaminant levels (RCLs), and arsenic concentrations in soil exceed 10 milligrams per kilogram (mg/kg), a concentration that is likely indicative of background concentrations.

Cover and Building Purpose

The cap over the lead and arsenic impacted soil serves as a barrier to prevent direct human contact with residual soil contamination in fill that might otherwise pose a threat to human health. Based on the current and future use of the property, the barrier should function as intended unless disturbed.

Annual Inspection

The cover overlying the lead and arsenic impacted fills and as depicted in the attached Figure 1 will be inspected once per year, normally in the spring after snow and ice are no longer present,

for deterioration, cracks, and other potential problems that can cause exposure to underlying soils. The inspections will be performed by the property owner or their designated representative. The inspections will be performed to evaluate damage due to settling, exposure to the weather, wear from traffic, increasing age, and other factors. Any area where soils have become or are likely to become exposed will be documented. A log of the inspections and any repairs will be maintained by the property owner and is included as Exhibit B, Cap Inspection Log. The log will include recommendations for necessary repair of any areas where underlying soils are exposed. Once repairs are completed, they will be documented in the inspection log. A copy of the inspection log will be maintained at the address of the property owner and available for submittal or inspection by WDNR representatives upon their request.

Maintenance Activities

If problems are noted during the annual inspections or at any other time during the year, repairs will be scheduled as soon as practical. Repairs can include patching or placement of gravel or asphalt. In the event that necessary maintenance activities expose the underlying soil, the owner must inform maintenance workers of the direct contact exposure hazard and provide them with appropriate personal protection equipment. The owner must also sample any soil that is excavated from the site prior to disposal to ascertain if contamination remains. The soil must be treated, stored, and disposed of by the owner in accordance with applicable local, state, and federal laws.

The property owner, in order to maintain the integrity of the cover/cap, will maintain a copy of this Cap Maintenance Plan on site and make it available to all interested parties (i.e., on-site employees, contractors, future property owners, etc.) for review.

Prohibition of Activities and Notification of WDNR Prior to Actions Affecting a Cover or Cap

The following activities are prohibited within the extent of the cap in the attached Figure 1, unless prior written approval has been obtained from the WDNR: 1) removal of the existing barrier; 2) replacement with another barrier (unless the replacement barrier is equally protective); 3) excavating or grading of the land surface; 4) filling on capped or paved areas; 5) plowing for agricultural cultivation; or 6) construction or placement of a building or other structure.

Amendment or Withdrawal of Cap Maintenance Plan

This Cap Maintenance Plan can be amended or withdrawn by the property owner and its successors with the written approval of the WDNR.



WDNR BRRTS # 02-28-556416

WDNR Site Name: Uncle Josh Bait Company

Contact Information

July 27, 2012

Site Owner and Operator: Mr. Milo Jones
616 Jones Avenue
Fort Atkinson, WI 53538
920-563-2976

Signature: Milo C Jones 7/27/12

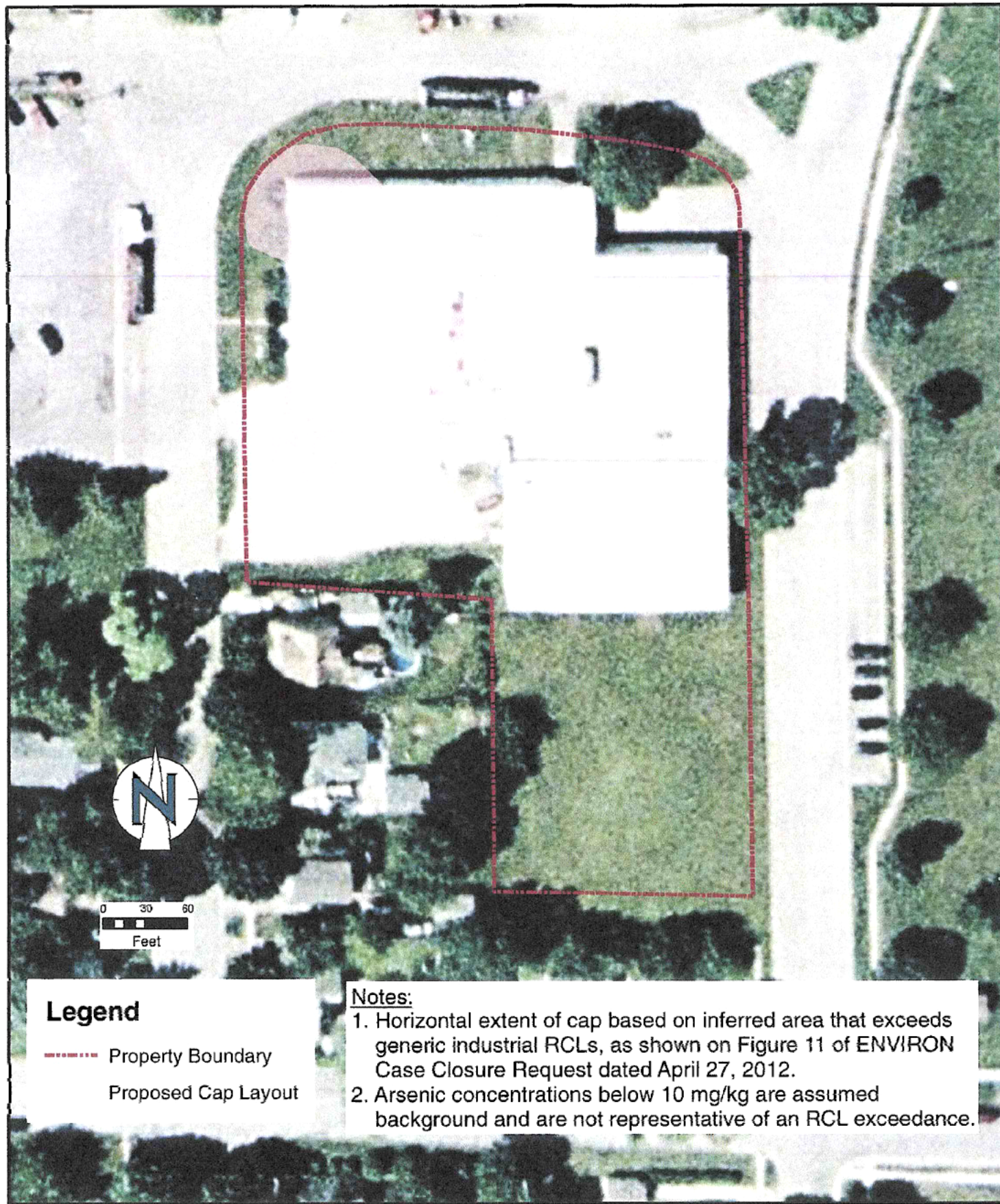
Consultant: Mark Mejac, PG
ENVIRON International Corporation
175 N. Corporate Drive, Suite 160
Brookfield, Wisconsin 53045
262-901-0127

Agency: Jeff Ackerman
Wisconsin Department of Natural Resources
3911 Fish Hatchery Road
Madison, Wisconsin 53711-5397
608-275-3323



Exhibit B
Cap Inspection and Maintenance Log

Inspection Date	Inspector	Condition of Cap	Recommendations	Has recommended maintenance from previous inspection been implemented?



ENVIRON

DRAFTED BY: BDIETZ

DATE: 7/17/2012

Proposed Cap Layout
Uncle Josh Bait Company
Fort Atkinson, Wisconsin

Figure
1

21-27576A



Continuing Obligations for Environmental Protection

Responsibilities of Wisconsin Property Owners

PUB-RR-819

June 2009

This fact sheet is intended to help property owners understand their legal requirements under s. 292.12, Wis. Stats., regarding continuing obligations that arise due to the environmental condition of their property.

The term “continuing obligations” refers to certain actions for which property owners are responsible following a completed environmental cleanup. They are sometimes called environmental land use controls or institutional controls. These legal obligations, such as a requirement to maintain pavement over contaminated soil, are most often found in a cleanup approval letter from the state.

Less commonly, a continuing obligation may apply where a cleanup is not yet completed but a cleanup plan has been approved, or at a property owned by a local government that is exempt from certain cleanup requirements.

What Are Continuing Obligations?

Continuing obligations are legal requirements designed to protect public health and the environment in regard to contamination that remains on a property.

Continuing obligations still apply after a property is sold. Each new owner is responsible for complying with the continuing obligations.

Background

Wisconsin, like most states, allows some residual contamination to remain after cleanup of soil or groundwater contamination. This minimizes the transportation of contamination and reduces cleanup costs while still ensuring that public health and the environment are protected.

The Department of Natural Resources (DNR), through its Remediation and Redevelopment (RR) Program, places sites or properties with residual contamination on a public database in order to provide notice to interested parties about the residual contamination and any associated continuing obligations. Please see the “Public Information” section on page 3 to learn more about the database. (Prior to June 3, 2006, the state used deed restrictions recorded at county courthouses to establish continuing obligations, and those deed restrictions have also been added into the database.)



Wisconsin Department of Natural Resources
P.O. Box 7921, Madison, WI 53707
dnr.wi.gov/org/aw/rr/



Types of Continuing Obligations

1. Manage Contaminated Soil that is Excavated

If the property owner intends to dig up an area with contaminated soil, the owner must ensure that proper soil sampling, followed by appropriate treatment or disposal, takes place.

Managing contaminated soil must be done in compliance with state law and is usually done under the guidance of a private environmental professional.

2. Manage Construction of Water Supply Wells

If there is soil or groundwater contamination and the property owner plans to construct or reconstruct a water supply well, the owner must obtain prior DNR approval to ensure that well construction is designed to protect the water supply from contamination.

Other Types of Continuing Obligations

Some continuing obligations are designed specifically for conditions on individual properties. Examples include:

- keeping clean soil and vegetation over contaminated soil;
- keeping an asphalt “cap” over contaminated soil or groundwater;
- maintaining a vapor venting system; and
- notifying the state if a structural impediment (e.g. building) that restricted the cleanup is removed. The owner may then need to conduct additional state-approved environmental work.

It is common for properties with approved cleanups to have continuing obligations because the DNR generally does not require removal of all contamination.

Property owners with the types of continuing obligations described above will find these requirements described in the state’s cleanup approval letter or cleanup plan approval, and must:

1. comply with these property-specific requirements; and
2. obtain the state’s permission before changing portions of the property where these requirements apply.

The requirements apply whether or not the person owned the property at the time that the continuing obligations were placed on the property.

Changing a Continuing Obligation

A property owner has the option to modify a continuing obligation if environmental conditions change. For example, petroleum contamination can degrade over time and property owners may collect new samples showing that residual contamination is gone. They may then request that DNR modify or remove a continuing obligation. A fee is required for DNR’s review of this request (\$500 or \$750, depending on the nature of the request). Fees are subject to change; current fees are found in Chapter NR 749, Wis. Admin. Code, on the web at www.legis.state.wi.us/rsb/code/nr/nr749.pdf.

Public Information

The DNR provides public information about continuing obligations on the Internet. This information helps property owners, purchasers, lessees and lenders understand legal requirements that apply to a property.

Properties with continuing obligations can generally be located in DNR's *GIS Registry*, part of the *RR Sites Map*. The information includes maps, deeds, contaminant data and the state's closure letter. The closure letter states that no additional environmental cleanup is needed for past contamination and includes information on property-specific continuing obligations. If a cleanup has not been completed, the state's approval of the remedial action plan will contain the information about continuing obligations.

However, some older cleanups may not be listed in the *GIS Registry*, so please consult DNR's comprehensive database of contaminated and cleaned up sites, *BRRTS on the Web*. This database shows all contamination activities known to DNR.

If a completed cleanup is shown in *BRRTS on the Web* but the site documents can not be found in the *GIS Registry*, DNR's closure letter can still be obtained from a regional office. For assistance, please contact a DNR Environmental Program Associate (see the RR Program's Staff Contact web page at dnr.wi.gov/org/aw/rr/technical/lists/contact_rr.htm).

BRRTS on the Web and
RR Sites Map are part of
CLEAN
(the Contaminated Lands
Environmental Action Network) at
dnr.wi.gov/org/aw/rr/clean.htm.

Off-Site Contamination: When Continuing Obligations Cross the Property Line

An off-site property owner is someone who owns property that has been affected by contamination that moved through soil, sediment or groundwater from another property. Wisconsin law, s. 292.13, Wis. Stats., provides an exemption from environmental cleanup requirements for owners of "off-site" properties. The DNR will generally not ask off-site property owners to investigate or clean up contamination that came from a different property, as long as the off-site owner allows access to his or her property so that others who are responsible for the contamination may complete the cleanup.

However, off-site property owners are legally obligated to comply with continuing obligations on their property, even though they did not cause the contamination. For example, if the state approved a cleanup where the person responsible for the contamination placed clean soil over contamination on an off-site property, the owner of the off-site property must either keep that soil in place or obtain state approval before disturbing it.

Property owners and others should check the *Public Information* section above if they need to:

- determine whether and where continuing obligations exist on a property;
- review the inspection, maintenance and reporting requirements, and
- contact the DNR regarding changing that portion of the property. The person to contact is the person that approved the closure or remedial action plan.

Option for an Off-Site Liability Exemption Letter

In general, owners of off-site properties have a legal exemption from environmental cleanup requirements. This exemption does not require a state approval letter. Nonetheless, they may request a property-specific liability exemption letter from DNR if they have enough information to show that the source of the contamination is not on their property. This letter may be helpful in real estate transactions. The fee for this letter is \$500 under Chapter NR 749, Wis. Adm. Code. For more information about this option, please see the RR Program's Liability web page at dnr.wi.gov/org/aw/rr/liability/index.htm.

Legal Obligations of Off-Site Property Owners

- Allow access so the person cleaning up the contamination may work on the off-site property (unless the off-site owner completes the cleanup independently).
- Comply with any required continuing obligations on the off-site property.

Required Notifications to Off-Site Property Owners

1. The person responsible for cleaning up contamination must notify affected off-site property owners of any proposed continuing obligations on their off-site property **before** asking the DNR to approve the cleanup. This is required by law and allows the off-site owners to provide the DNR with any technical information that may be relevant to the cleanup approval.

When circumstances are appropriate, an off-site neighbor and the person responsible for the cleanup may enter into a "legally enforceable agreement" (i.e. a contract). Under this type of private agreement, the person responsible for the contamination may also take responsibility for maintaining a continuing obligation on an off-site property. This agreement would not automatically transfer to future owners of the off-site property. The state is not a party to the agreement and can not enforce it.

2. If a cleanup proposal that includes off-site continuing obligations is approved, DNR will send a letter to the off-site owners detailing the continuing obligations that are required for their property. Property owners should inform anyone interested in buying their property about maintaining these continuing obligations. For residential property, this would be part of the real estate disclosure obligation.

More Information

For more information, please visit the RR Program's Continuing Obligations web site at dnr.wi.gov/org/aw/rr/cleanup/obligations.htm.

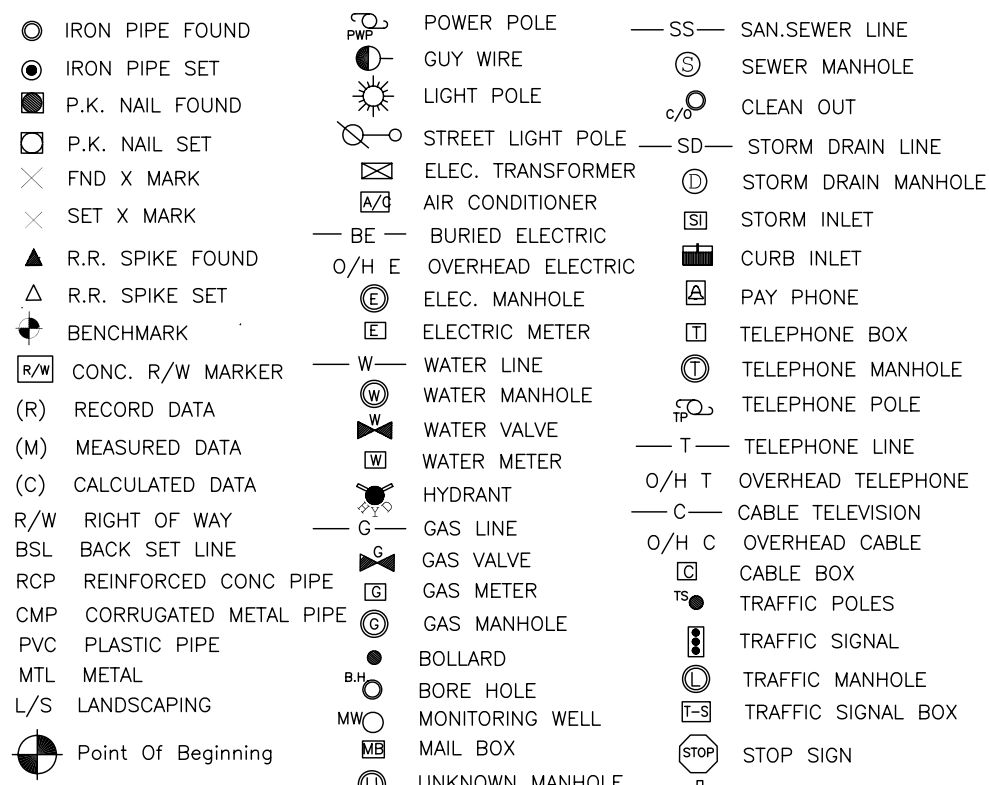
Additional Information

For more information about DNR's Remediation and Redevelopment Program, see our web site at dnr.wi.gov/org/aw/rr/. This document contains information about certain state statutes and administrative rules but does not include all of the details found in the statutes and rules. Readers should consult the actual language of the statutes and rules to answer specific questions.

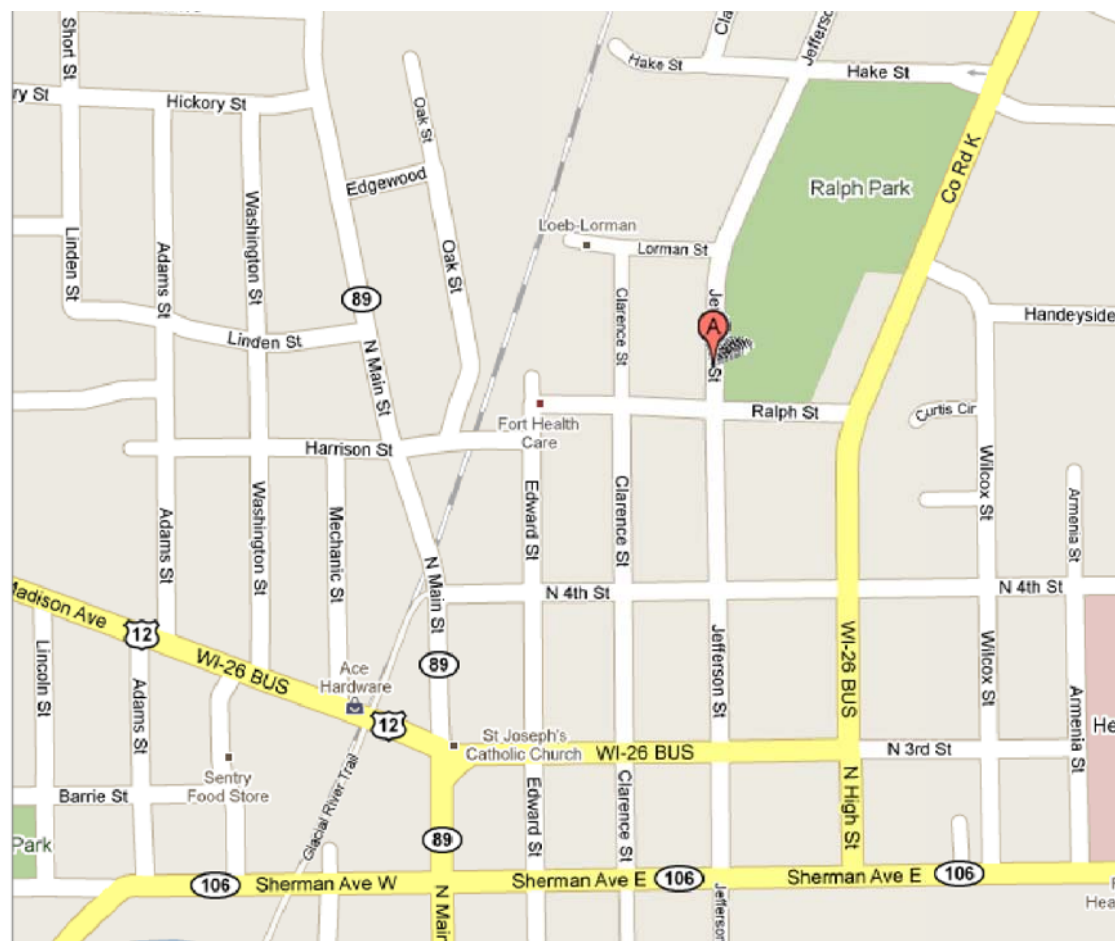
The Wisconsin Department of Natural Resources provides equal opportunity in its employment, programs, services, and functions under an Affirmative Action Plan. If you have any questions, please write to Equal Opportunity Office, Department of Interior, Washington, D.C. 20240. This publication is available in alternative format upon request. Please call 608-267-3543 for more information.

ALTA/ACSM Land Title Survey

STANDARD LEGEND



[East 267.3'] Bearing/Dimensions Per Legal Descriptions



VICINITY MAP

NOT TO SCALE

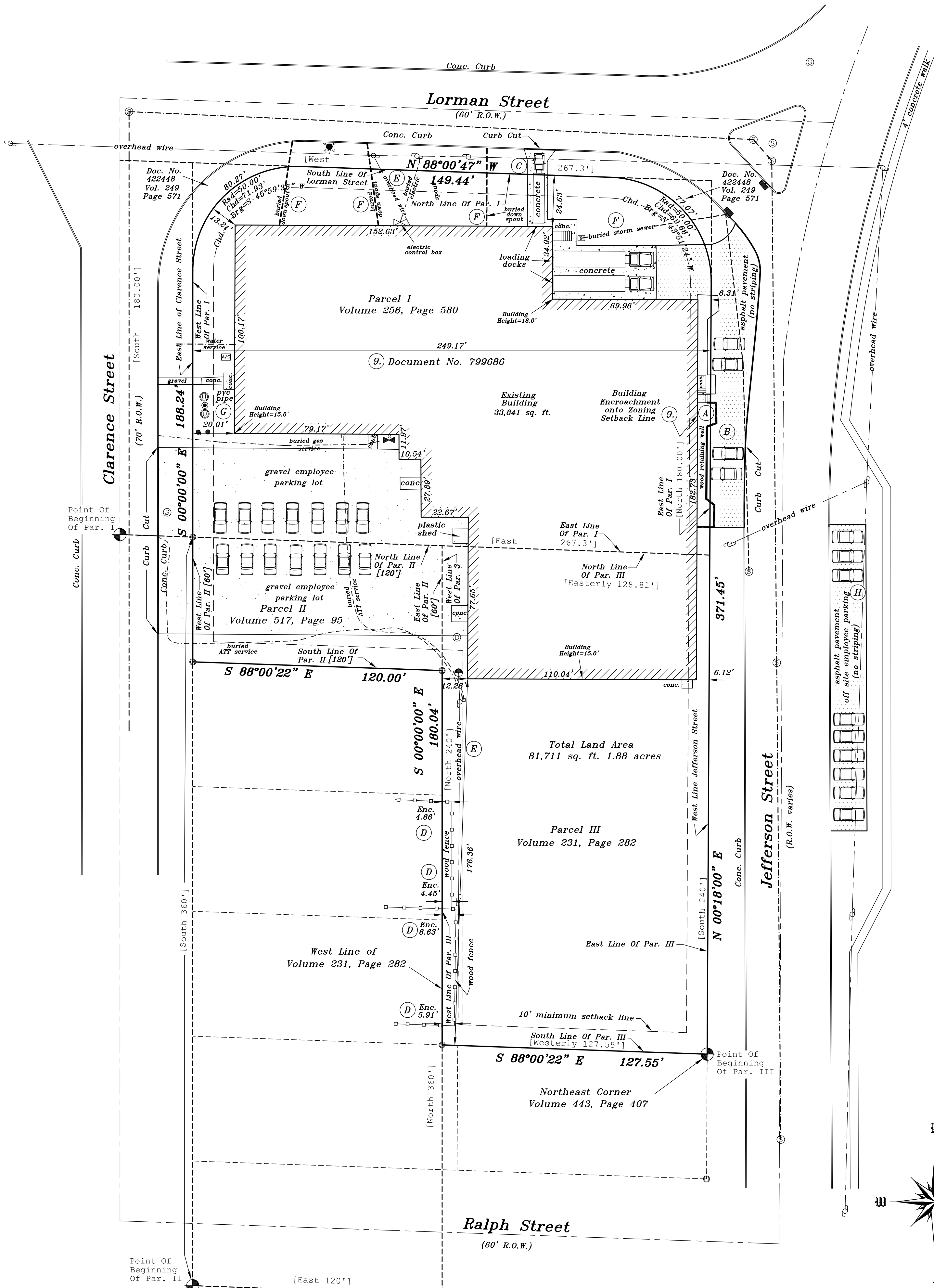
ZONING INFORMATION: ZONED C-2 Central Business District

REQUIREMENTS C-2

Minimum Lot Area (sq. ft)	3,000
Minimum Lot Width (ft)	60
Maximum Lot Coverage (all structures)	50%
Principal Building	
Minimum Front Setback from Street (minor and major) Right-of-Way (ft)	10'
Minimum Rear Setback (ft)	10'
Minimum Side Setback (ft)	10'
Maximum Building Floor Area (sq. ft)	--
Maximum Principal Building Height (ft.)	40'
Accessory Building	
Minimum Front Setback from Street (minor and major) Right-of-Way (ft)	10'
Minimum Side & Rear Setback (ft)	3'
Maximum Accessory Building Height(ft)	20'

Information Provided By:
City of Fort Atkinson
Municipal Office
101 N. Main St.
Fort Atkinson, WI 53538
Phone 920-563-7760

ZONING AND RESTRICTIONS SHOWN HEREON WERE OBTAINED BY A GENERAL REQUEST AT THE PUBLIC COUNTER OF THE LOCAL ZONING AUTHORITY. NO REPRESENTATION IS MADE FOR THE ACCURACY OR COMPLETENESS OF SAID THIRD PARTY INFORMATION. THIS FIRM IS NOT AN EXPERT IN THE INTERPRETATION OF COMPLEX ZONING ORDINANCES. COMPLIANCE IS BEYOND THE SCOPE OF THIS SURVEY. ANY USER OF SAID INFORMATION IS URGED TO CONTACT THE LOCAL AGENCY DIRECTLY.



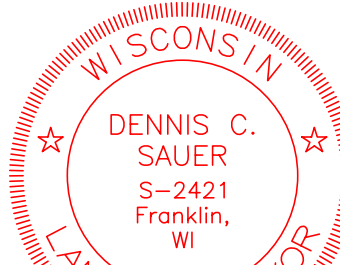
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY TO: Fort Land Company LLC, a Wisconsin limited liability company, Kurt Kellogg, and First American Title Insurance Company, its successors and/or assigns.

Commitment Number: NCS-613345-MKE dated May 23, 2013:

That this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2011, including Table A Items 1, 2, 3, 4, 7(a), 7 (b)(1), 8, 11(a), 16, 17 and 18. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Wisconsin, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

July 10, 2013
Date
Revised July 24, 2013



Dennis C. Sauver
Dennis C. Sauver
Registered Land Surveyor S-2421

LEGAL DESCRIPTION

PARCEL I:
Part of the Southwest 1/4 of Section 34, Township 6 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, more fully described as follows: Beginning on the centerline of Clarence Street, 480 feet North of the North side of Marston & Pritchard's Addition to the City of Fort Atkinson (being, also the South line of said Section 34); thence East 267.3 feet; thence North 180 feet; thence West 267.3 feet; thence South 180 feet to the point of beginning. EXCEPTING THEREFROM land conveyed to the City of Fort Atkinson in Warranty Deed recorded March 11, 1948, in Volume 249 of Deeds, Page 571, as Document No. 422448.

PARCEL II:
The North 60 feet of the following described parcel of land being located in the Southwest 1/4 of Section 34, Township 6 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, to wit: Commencing on the Town Line between Townships 5 North and 6 North, Range 14 East, and on the South line of said Section 34, at a point where the East line of Clarence Street intersects said Town Line; running thence North 120 feet to the point of beginning of this description; thence East 120 feet; thence North 360 feet; thence West 120 feet to a line parallel with the East line of Clarence Street; thence South 360 feet to the point of beginning.

PARCEL III:
Part of the Southwest 1/4 of Section 34, Township 6 North, Range 14 East, in the City of Fort Atkinson, Jefferson County, Wisconsin, more fully described as follows: Beginning on the West line of Jefferson Street, 240 feet North of the South line of said Section 34, said point also being the Northeast corner of parcel described in Volume 443, Page 407; thence Westerly along the North line described in said Volume 443, Page 407, and its extension, 127.55 feet more or less to the West line of a parcel described in Volume 231, Page 282; thence North along said West line, 240 feet more or less to the South line of a parcel described in Volume 256, Page 580; thence Easterly along the South line described in said Volume 256, Page 580 and its extension, 128.81 feet more or less to the West line of Jefferson Street; thence South along the said West line, 240 feet more or less to the point of beginning.

Tax Key No. 226-0614-3433-017
Address: 525 Jefferson Street, Fort Atkinson, Wisconsin

The above legal description describes the same property as insured in the title commitment referenced in the Certification shown hereon.

SCHEDULE B - II

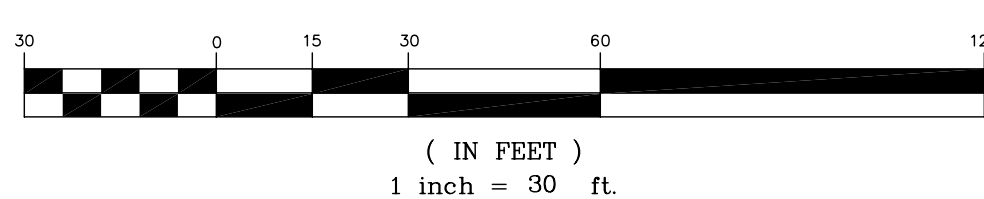
- Building setback line violation of the current City of Fort Atkinson Zoning by the existing building on the east property line as shown on the Plat of Survey prepared by Metropolitan Survey Service, Inc. Survey No. 104131 dated July 10, 2013, as subsequently revised.

NOTE: The Policy when issued will contain the following affirmative assurance:

This Policy insures against loss or damage occasioned by the enforced removal of said building by reason of said setback violation prior to its voluntary removal or destruction by fire or other hazard.

- Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Metropolitan Survey Service, INC. on July 10, 2013, designated Survey No. 104131:
 - Encroachment of Wood Retaining Wall and concrete into Jefferson Street right-of-way is plotted hereon.
 - Encroachment of Asphalt Pavement into Jefferson Street right-of-way is plotted hereon.
 - Encroachment of concrete into Lorman Street right-of-way is plotted hereon.
 - Encroachment of wood fence appurtenant to property adjoining on the west onto the Land is plotted hereon.
 - Overhead wires located outside any recorded easement areas is plotted hereon.
 - Buried storm sewer in area not provided for by recorded easement is plotted hereon.
 - Unknown manholes and PVC Pipe of unknown origin located west of building and east of Clarence Street is plotted hereon.
 - Areas being utilized for parking located east of the Land and on the east and west side of Jefferson Street is plotted hereon.

GRAPHIC SCALE



NORTH RAILWAY DISTRICT PLANNING AREA

FIGURE: 2.14

CITY OF FORT ATKINSON
FUTURES OPEN HOUSE



Opportunities

- "Live-work" focus
- Business growth - infill industrial sites
- Job-focused redevelopment in areas closer to park & downtown
- Employment focused redevelopment (e.g. K-Mart site)
- Superior natural entryway experience

Note: This map is part of a Detailed Future Land Use Map or Future Transportation Map for zoning and other decision making. The purpose of this map is to show conceptual future growth options and facilitate public discussion.

Conceptual Land Uses

- Community Commercial
- Downtown
- Major Institutions
- Mixed-Use
- Neighborhood
- Employment
- Environmental Corridors
- Agriculture
- Existing Major Roads
- Potential Future Roads
- Main Trails (existing & potential)



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

August 14, 2025

NOTICE TO THE PUBLIC

OFFICIAL NOTICE IS HEREBY GIVEN the Fort Atkinson Plan Commission will hold a public hearing to review and make a recommendation to the City Council on a request for a Zoning Map Amendment for the property located at 525 Jefferson St. (parcel number 226-0614-3433-017), from Urban Mixed Use (UMU) to Medium Industrial (MI). This zoning change is being requested to facilitate the sale of the subject property.

Said public hearing will be held in person at the Fort Atkinson Municipal Building, 101 N. Main St. and via Zoom on Tuesday, September 23, 2025, at 4:00 p.m. at the City of Fort Atkinson Plan Commission meeting. Those interested in attending this meeting should follow the below link, or dial in for audio access.

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

Meeting ID: 822 1486 0406

Passcode: 53538

Dial by your location

+1 312 626 6799

Any interested party will be given the opportunity to be heard at that time. The City Council will likely review the rezoning request at the meeting on Tuesday, October 7, 2025.

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

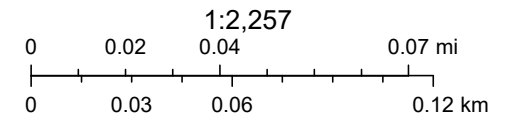
If you have special needs or circumstances which make communication or accessibility difficult at the meeting, please call (920)-397-9901 prior to the meeting date. Accommodations will, to the fullest extent possible, be made available on request to a person with a disability.

Jedidiah Draeger
Director of Building and Neighborhood Services

525 Jefferson St. Zoning Map Amendment



- | | | |
|---|--|---|
| Jefferson County Tax Parcels | SR-7 - Single Family Residential - 6,000sf | I - Institutional |
| City of Fort Atkinson Municipal Boundary 2022 | TF-10 - Two Flat Residential - 7,200sf | MI - Medium Industrial |
| City of Fort Atkinson Base Zoning | MRM-12 - Multi-Family Residential | City of Fort Atkinson 1.5 Mile Extra-Territorial Jurisdiction |
| SR-5 - Single Family Residential - 8,000sf | UMU - Urban Mixed Use | |





MEMORANDUM

DATE: October 7, 2025

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to a Resolution Declaring an Emergency and Authorizing the Milwaukee Avenue West Storm Sewer Repair without Competitive Bidding (Navin, Director of Public Works)

BACKGROUND

A failure of the Storm Sewer in Milwaukee Avenue W has been identified and is in need of repair prior to winter as another winter and spring freeze thaw cycle could prove to be detrimental to this structure. As seen in the attached photos portions of the structure have started to fail and need to be addressed immediately. Per Wisconsin State Statute 62.15 (1b), *In Wisconsin, cities can bypass competitive bidding requirements during public emergencies when a resolution by the board of public works or utility commissioners determines that public health or welfare is endangered by damage to public facilities. The specific criteria for an emergency are that the situation threatens public safety, was unforeseen, requires immediate action, and cannot be addressed through regular procurement.*

DISCUSSION

The failing structure on Milwaukee Avenue W. drains directly to the Rock River and if it were to completely fail, could impact public safety, health or welfare through potential flooding of streets and properties. This structure is the outfall into the river for stormwater from S. Main Street West to the Rock River and from S. Sixth Street North to Milwaukee Avenue W. as shown in the attached map. The yellow star shows the location of the outfall into the river and the pipes shown in red flow to this outfall. If this structure were to fail, all storm sewer pipes and inlets upstream would inevitably back up and flood City streets and private properties.

FINANCIAL ANALYSIS

Funding from the repair will come from the Stormwater Utility Fund. Note that there is another action item on this agenda that will review the cost of the project and the funding source more thoroughly.

RECOMMENDATION

Staff recommends the approval of this resolution for an emergency repair of the Storm Sewer on Milwaukee Avenue W. to ensure repairs are completed in a timely manner before further

structure failure takes place. Note that there is another action item on this agenda that will provide additional project details and cost proposals.

ATTACHMENTS

1. Resolution No. Milwaukee Street Storm Sewer Emergency Repair 10.7.25
2. Failing MKE Storm Structure
3. MKE Storm sewer map

RESOLUTION NO. _____

**RESOLUTION DECLARING AN EMERGENCY AND
AUTHORIZING MILWAUKEE AVENUE W. STORM SEWER REPAIR WITHOUT COMPETITIVE
BIDDING**

WHEREAS, the City of Fort Atkinson has identified significant structural deterioration in a box culvert that serves as a critical component of the City's storm sewer infrastructure; and

WHEREAS, the condition of the culvert poses a threat to public safety and welfare, particularly with the approach of winter and spring seasons, which may exacerbate the damage and increase the risk of flooding, roadway failure, or other hazards; and

WHEREAS, the deterioration of the situation was unforeseen and requires immediate action to prevent further deterioration and potential harm to public infrastructure and residents; and

WHEREAS, under Wisconsin Statutes §§ 62.15(1b) and 66.0901, cities may bypass competitive bidding requirements for public construction contracts when the governing body determines that damage or threatened damage to public facilities creates a public emergency that endangers public health or welfare; and

WHEREAS, the City will solicit quotes from at least three qualified contractors and maintain clear documentation of the emergency and the justification for bypassing the formal bidding process.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Fort Atkinson, Wisconsin, that:

1. A public emergency exists due to the deteriorating condition of the box culvert, which endangers public health and safety.
2. Immediate repair is necessary and cannot be delayed for the formal competitive bidding process.
3. The City is authorized to proceed with the emergency repair by soliciting quotes from at least three contractors.
4. The City Council will review and may approve a proposal from a qualified firm.

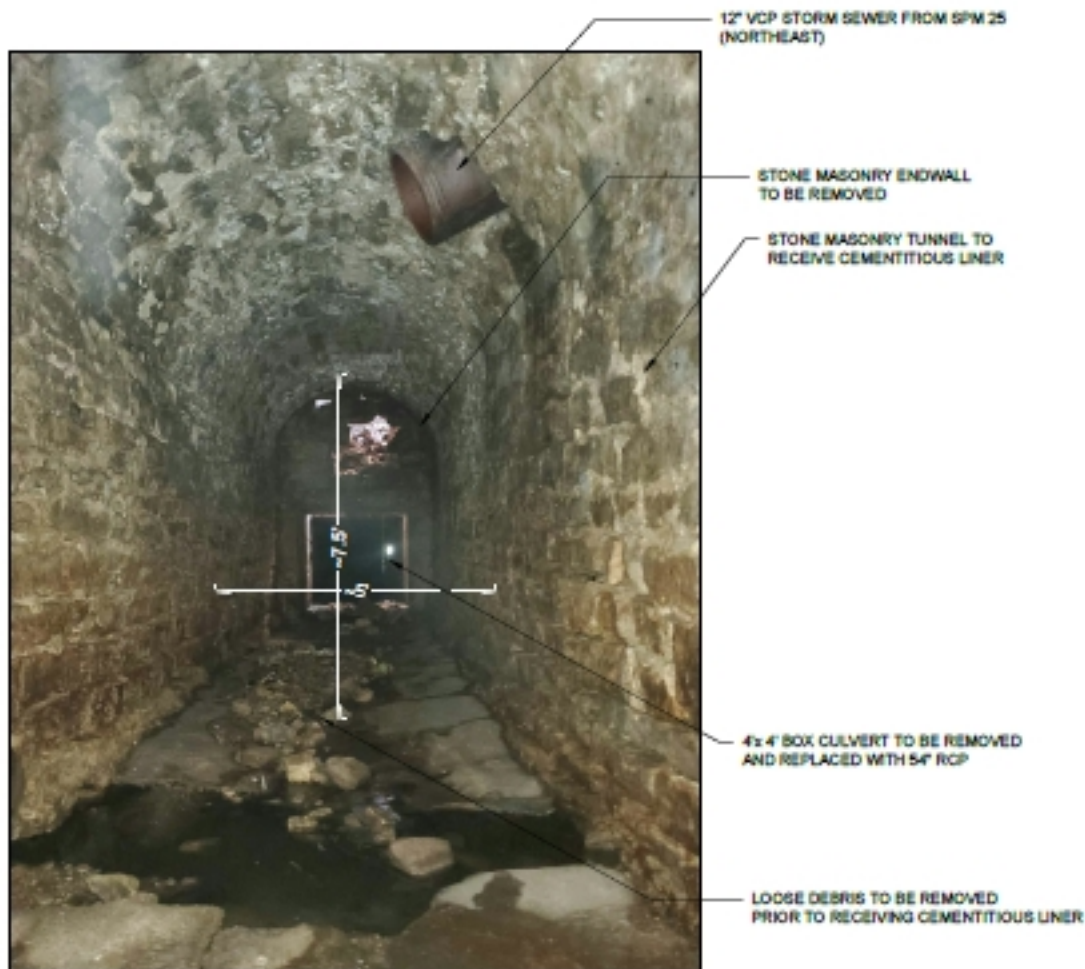
Adopted and effective this 7th day of October 2025.

CITY OF FORT ATKINSON

Kyle Jaeckel, President

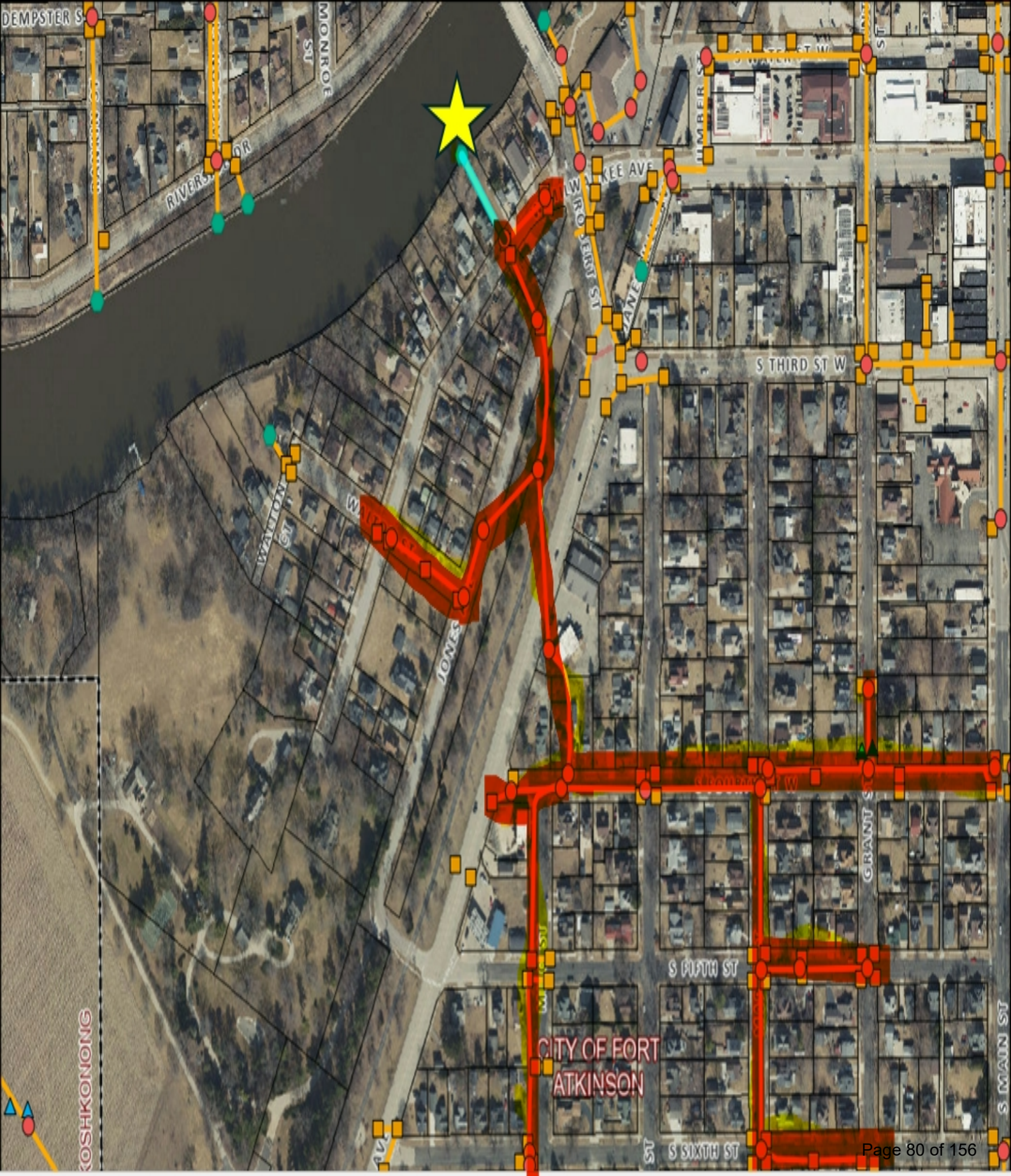
ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



**EXISTING TUNNEL
LOOKING DOWNSTREAM TOWARD RIVER**

NO SCALE





MEMORANDUM

DATE: October 7, 2025

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action relating to the Small Animal Collection Contract with the Humane Society of Jefferson County for 2026 (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

The City of Fort Atkinson has partnered with the Humane Society of Jefferson County for the collection of small animals within the city limits. The contract has been approved annually (calendar year) by the City Council and the Humane Society Board.

DISCUSSION

The Humane Society has served the City by furnishing and maintaining facilities and equipment adequate for the housing, shelter and care of all dogs and cats unlawfully at large or surrendered to the Humane Society.

The Humane Society proposes to continue to provide contracted services, which include pickup and drop-off service for stray animals to residents and law enforcement during regular business hours, and pickup of animals collected overnight after the Humane Society opens for regular business hours. Additional information is detailed in the attached contract. There are no proposed changes to the contract or services for 2026.

FINANCIAL ANALYSIS

The Humane Society contract cost uses the City's population (12,455) times a rate of \$2.78 per resident, totaling \$34,624.90 for 2026. This reflects an increase of 2.5% over the 2025 contract cost. Annually, a 1.5% discount may be applied should the City elect to provide the contract payment in one lump sum in the month of January. The City has traditionally taken advantage of the savings and paid in one lump sum in January 2026. With the discount, the 2026 fee is \$34,105.53, providing a savings of \$519.37. The \$34,500 cost is included in the 2026 budget document for this service (01-53-5343-000).

The table below shows the cost of the contract with the Humane Society from 2016-2026.

Contract Year	Population	Per capita	Contracted Rate	Discount	Discounted Rate	Savings
2016	12,355	\$ 2.53	\$ 31,258.15	1.50%	\$ 30,516.85	\$ 741.30
2017	12,441	\$ 2.59	\$ 32,222.19	1.50%	\$ 31,483.32	\$ 738.87
2018	12,401	\$ 2.63	\$ 32,614.63	1.50%	\$ 32,118.59	\$ 496.04
2019	12,390	\$ 2.68	\$ 33,205.20	1.50%	\$ 32,585.70	\$ 619.50
2020	12,437	\$ 2.72	\$ 33,828.64	1.50%	\$ 33,323.66	\$ 504.98
2021	12,395	\$ 2.72	\$ 33,714.40	1.50%	\$ 33,208.68	\$ 505.72
2022	12,458	\$ 2.78	\$ 34,633.24	1.50%	\$ 34,113.74	\$ 519.50
2023	12,583	\$ 2.58	\$ 32,464.14	1.50%	\$ 31,977.18	\$ 486.96
2024	12,412	\$ 2.67	\$ 33,140.04	1.50%	\$ 32,642.94	\$ 497.10
2025	12,466	\$ 2.74	\$ 34,146.80	1.50%	\$ 33,644.45	\$ 512.20
2026	12,455	\$ 2.78	\$ 34,624.90	1.50%	\$ 34,105.53	\$ 519.37

This year, the following information was shared by Humane Society Executive Director Tom DeLaduranty.

Community Impact (09/01/2024–08/31/2025):

- Medical Assistance Programs: 49 cases
- Owner/Guardian Surrenders: 66 cases
- Care and Handling of Stray Animals: 118 cases

RECOMMENDATION

Staff recommends that the City Council approve the 2026 Small Animal Collection Contract with the Humane Society of Jefferson County in the discounted amount of \$34,105.53, and authorize the City Manager to execute the agreement.

ATTACHMENTS

1. 2026 Animal Control Contract - City of Fort Atkinson



THE HUMANE SOCIETY OF JEFFERSON COUNTY, INC.

W6127 Kiesling Road, Jefferson, Wi. 53549
(920) 674-2048 Fax (920) 674-9176

SMALL ANIMAL CONTRACT

THIS CONTRACT, made and entered into by and between the **City of Fort Atkinson**, a municipal corporation, organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter called First Party, and the Humane Society of Jefferson County, Inc., a private non-profit corporation, with its principal place of business in Jefferson County, Wisconsin, hereinafter called the Second Party.

WITNESSETH:

In consideration of this contract, First Party agrees to allow Second Party to retain all boarding fees and agrees to pay **\$2,885.41** monthly or **\$34,624.90** annually, to collect, impound, process, and dispose of all dogs and cats unlawfully at large in the **City**. If the First Party chooses to pay the full annual balance within 30 days of the start of the calendar year, a discount of **1.5%** will be applied to the annual fee, for a total payment of **\$34,105.53**.

The payment to be made by the First Party shall be computed upon the basis of the population of said city as established by the newer of the most recent Federal Census or most current estimate, at the rate of **\$2.78 (Two dollars and seventy-eight cents)** for each person living within such area. The population of the **City of Fort Atkinson** based on most current estimate, is **12,455**.

Second Party in connection herewith specifically agrees to perform the following services:

1. The Second Party will furnish and maintain facilities and equipment adequate for the housing, shelter, care, and disposal of all dogs and cats unlawfully at large, and to impound them under and pursuant to Wisconsin Statutes and ordinances of the **City** now existing or as hereafter amended, the object being to impound such stray dogs and cats and to return to the rightful owner or place in a new home or euthanize same under the ordinances of the First Party. Animals other than common household pets may be collected and/or boarded for the required holding period. If the animal is not redeemed and reimbursed by the owner, the cost of containing and caring for said animal may be billed to the municipality.
2. The Second Party will impound and keep such animals above referred to until otherwise disposed of in accordance with Wisconsin Statutes and the ordinances of the First Party, now in force, or as hereafter amended during the term covered by this contract, and will employ and pay competent persons to perform and will collect,

take, keep and dispose of all dogs and cats tendered to it by or from any department of the First Party. Such animals will be received or picked up during regular business hours for the shelter, seven days a week. For purposes of redemption of stray dogs and cats, the Animal Shelter shall be open at least thirty hours per week.

3. Second Party will wholly cooperate with First Party and any and all departments of the First Party in performance and observance of the ordinances of the First Party and Wisconsin Statutes.
4. Second Party will cooperate with any duly elected or appointed official of the First Party in the prosecution of violations of any ordinance of the First Party in the prosecution of violations of any ordinance of the First Party or Wisconsin Statutes, with respect to dogs or cats. Second Party agrees to maintain telephone answering services and provide two-way communication with at least one animal control vehicle. Second Party agrees to provide First Party with the names and addresses of owners redeeming stray pets after all legal obligations have been met pursuant to ordinances of the First Party.
5. The term of this contract shall be for a period of twelve months starting on **January 1, 2026** and ending on **December 31, 2026**
6. This contract shall be in full force and effect, and binding upon the parties hereto, when legally executed by the First Party by resolution approved by the **City** of the First Party, and when executed by the Second Party by its proper officers as provided by the Second Party by its proper officers as provided by law.
7. Second Party agrees to fulfill the First Party's requirement under Jefferson County Ordinance 24 to impound any stray dog or cat that is suspect in a bite case, for a ten-day observation period as required by state law.
8. Second Party agrees to carry liability insurance which shall save harmless the First Party and protect the public and any person from any and all claims for damages by reason of bodily injury or property damage arising from the activities by the Second Party under the terms of this contract. Upon approval of this contract by the **City** Council the Second Party shall furnish the First Party with proper affidavits executed by representatives of insurance companies qualified to do business in Wisconsin, evidencing that said insurance company or companies have issued liability insurance policies effective during the life of this contract, protecting the public and any person from injuries or damage sustained by reason of the carrying out of the activities under this agreement. The affidavit shall specifically evidence the following forms of insurance protection:
 - a. Public liability insurance covering all activities and operations performed by the persons directly employed by the Second Party.

- b. Bodily injury liability insurance and property damage liability insurance on any and all motor vehicles employed in the activities and operation of the Second Party under this agreement, whether owned by the Second Party or by other persons, firms, or corporation.
- 9. Second Party shall have the right to retain any all voluntary contributions received by it in connection with the collection and disposal of animals under the contract and shall further have the right to dispose of such animals as provided for by Wisconsin Statutes and the ordinances of the First Party.
- 10. In addition thereto, Second Party shall report monthly to the First Party by giving a complete record of all the animals handled by Second Party for the First Party.

IN WITNESS WHEREOF By: _____

the parties have executed this agreement on the _____ day
of _____, 20_____.

Or by: _____
Mayor/Administrator

Or by: _____
Chairperson

ATTEST:

Clerk

Treasurer

THE HUMANE SOCIETY OF JEFFERSON COUNTY, INC.

By: _____
Executive Director

By: _____
Board President



MEMORANDUM

DATE: October 7, 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: October 7, 2025

TO: Fort Atkinson City Council

FROM: Adrian Bump, Police Chief

RE: Review and possible action relating to an Agreement between the City of Fort Atkinson and the Fort Atkinson Professional Police Association for the years 2026-2028 (Bump, Police Chief)

BACKGROUND

The current collective bargaining agreement (CBA) between the City of Fort Atkinson and the Fort Atkinson Professional Police Association (FAPPA) expires at the end of 2025. In August 2025, the FAPPA indicated its interest in opening negotiations to renew the CBA for 2026. A meeting was held on September 24, 2025, where the FAPPA representatives sat down with the City Manager, Captain Hefty, and Chief Bump. This productive and positive meeting resulted in mutually agreeable wage negotiations and changes to some aspects of the contract that benefit both parties.

DISCUSSION

Leading up to the first meeting, comparable data was gathered using communities that were also used in the current wage and classification study. The data showed that wages have fallen behind comparable communities and additional opportunities were present by negotiating adjustments to the wage scales and time frames.

The following changes were negotiated for the new contract:

- **Contract Length:** The new contract starting in 2026 is a 3 year contract covering 2026 through 2028.
- **Annual Shift Picks:** Officers currently pick shifts three times a year resulting in shift changes every four months. Through negotiations, language was changed to allow for one annual shift pick for officers, effective every January.
- **Residency Requirement:** Officers currently are required to live within a 25 mile radius of the police department. Through negotiations, this was increased to a 30 mile radius.
- **Longevity Pay:** The FAPPA agreed to eliminate Longevity Pay and have those funds added to the negotiated wage increases in the new contract.
- **Field Training Incentive Pay:** Adjustments to the field training differential pay was negotiated in the CBA. The 2025 contract provides for \$2.00hr additional pay for field

trainers while they are actively training new officers. The new CBA changes this section starting in 2027 and provides for 1 hour additional pay or comp time for every 8hr-shift a field trainer trains a new officer.

- **Wage Scale Adjustment:** The current scale for wage increases is within a 36-month progression where officers reach top pay upon reaching their 3-year work anniversary. Using comparable community data and identifying the negative impact of reaching top pay so quickly, both parties mutually agreed that a 5-year scale was ideal for officer retention and increasing the pay to align with the median pay for police officers in comparable communities. The wage scale for Detective and Sgt was also adjusted. Both positions now have a two-step scale. The wage adjustments are further outlined in the attached CBA.

FINANCIAL ANALYSIS

The new CBA establishes a 5 year pay scale, appropriate wage increases that align our agency within the median of comparable communities, eliminates longevity pay and provides a three-year agreement. Other changes achieved within the CBA will help reduce the workload for administrative staff.

RECOMMENDATION

On Monday, August 29, 2025 the FAPPA ratified the attached Agreement. City staff recommends that the City Council approve the Agreement between the City of Fort Atkinson and the Fort Atkinson Professional Police Association for the 2026-2028 term.

ATTACHMENTS

1. 2026-2028 CBA FAPPA and COFA Final

Agreement between the

CITY OF FORT ATKINSON

and the

FORT ATKINSON PROFESSIONAL POLICE

ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2026-2028

TABLE OF CONTENTS

ARTICLE	PAGE
I	PURPOSE OF AGREEMENT1
II	RECOGNITION1
III	MANAGEMENT RIGHTS CLAUSE.....1
IV	HOURS2
V	OVERTIME3
VI	EMERGENCY CALL-IN.....5
VII	PAY PERIOD6
VIII	SALARIES6
IX	WORKER'S COMPENSATION7
X	VACATION.....7
XI	FIELD TRAINING OFFICER9
XII	HOLIDAYS/PERSONAL DAYS9
XIII	SICK LEAVE10
XIV	RETIREMENT AGE12
XV	INSURANCE PROGRAM.....13
XVI	CLOTHING ALLOWANCE.....14
XVII	SENIORITY14
XVIII	PERSONAL SAFETY PROVISION15
XIX	AMENDMENT PROVISION15
XX	SAVINGS CLAUSE.....16
XXI	NO OTHER AGREEMENT.....16
XXII	NO STRIKE CLAUSE16
XXIII	COMPLETE CONTRACT17
XXIV	GRIEVANCE PROCEDURE.....17
XXV	DUES DEDUCTION.....19
XXVI	RESIDENCY20
XXVII	JURY DUTY20
XXVIII	PROVISIONAL POLICE OFFICER20
XXIX	DURATION OF AGREEMENT20
XXX	TRAINING PAY21
XXXI	EDUCATIONAL PAY21
	SIGNATURE PAGE22
	PROMOTIONAL REGULATION.....23
	K-9 MOU.....24

1 ARTICLE I - PURPOSE OF AGREEMENT

2 This agreement is made and entered into by the City of Fort Atkinson, Wisconsin,
3 a municipal corporation and municipal employer, hereinafter referred to as the "City" and
4 the Fort Atkinson Professional Police Association, hereinafter referred to as the
5 "Association" pursuant to the provisions of Chapter 111.70, 111.77, and 111.90, and
6 subject to the sections of the Wisconsin Statutes as may be pertinent hereto.

7 It is the purpose of this Agreement and desire of both parties of this Agreement to
8 reach an amicable understanding with respect to the employer/employee relationship
9 which exists between them, and to enter into a complete agreement covering rates of pay,
10 hours of work, and conditions of employment to allow the employer to operate and
11 manage its affairs as efficiently as possible.

12 The City and the Association agree that there shall be no discrimination against
13 any employee's covered by this Agreement because of an employee's membership or
14 activities on behalf of the Association or lack of membership or activity on behalf of the
15 Association.

16
17 ARTICLE II - RECOGNITION

18 The City of Fort Atkinson hereby agrees to recognize the Fort Atkinson
19 Professional Police Association as the sole and exclusive collective bargaining
20 representative of hours, wages and other conditions of employment pursuant to the
21 certification of the Wisconsin Employment Relations Commission for the following
22 employees:

23 All employees of the City of Fort Atkinson Police Department having the
24 power of arrest, including Patrol Officer and sergeant, but excluding the
25 Chief of Police, Lieutenants, parking attendants, office-clerical employees,
26 confidential employees, other supervisory employees and all other
27 municipal employees of the City of Fort Atkinson.

28
29 ARTICLE III - MANAGEMENT RIGHTS CLAUSE

30 The Association recognizes the prerogatives of the employer to operate and
31 manage its affairs in all respects in accordance with its responsibility and in the manner

provided by law, and the powers of authority which the Employer has not specifically abridged, by other provisions of this Agreement are retained as the exclusive prerogatives of the employer. Such power and authority, in general , include, but are not limited to the following: the right to plan, direct and control the operation of the work force; to determine its general business practices; to utilize personnel efficiently and flexibly; to determine the size and composition of the work force; to make assignments of jobs; to promote, layoff, transfer, discipline, discharge, or demote employees, to determine qualifications and competency of employees; to establish and enforce rules of conduct; to introduce new or improved methods of operations of work practices; to schedule overtime; to create new positions; to terminate, modify or consolidate existing positions; to determine and uniformly enforce standards of performance, subject to the express provisions of this contract.

To the extent that the above rights are specifically limited by provisions of this Agreement, alleged violations are subject to the grievance procedure.

It is agreed that the enumerations above or management prerogatives shall not be deemed to exclude other management prerogatives not herein specifically enumerated.

ARTICLE IV - HOURS

4.01 - Work Week: A normal workday for personnel shall consist of an eight (8) hour day or shift and include a lunch period of one-half (½) hour, during which the officer shall be subject to call.

A normal work cycle for shift personnel shall consist of a twenty-seven (27) day period during which they shall be allowed nine (9) days off. It shall be: (6-3)

When shift personnel are scheduled to have two (2) days off, those days off shall commence at the end of their final working shift and continue for 64 consecutive hours. When the shift personnel are to have three (3) days off, those days off shall commence at the end of their final working shift and continue for 88 hours. When shift personnel are required to interrupt those hours of time off, they shall be compensated at time and one-half for any shift said personnel work wherein the above-stated hours of time off are interrupted.

1 4.02 - Rotating Shifts:

2 1. Shifts shall be selected in Twelve (12) month periods. Shift selection shall
3 be by seniority and shall be selected annually at least thirty (30) days prior
4 to the subsequent year.

5 The number of personnel on each shift shall be designated by the Chief of
6 Police and posted prior to the selection process.

7 2. If the City elects to maintain more than three (3) regularly schedule shifts,
8 employees may bid for additional shifts, subject to Section 4.02 (1).

9 3. Sergeants shall not be eligible to bid for swing or relief shifts.

10 4. It is fully understood by both parties that temporary shift reassignments
11 may be necessary from time to time due to emergencies, leaves of all types
12 and personnel problems.

13 5. No bargaining unit employees covered under this agreement will be
14 scheduled to work dispatch duties.

15 4.03 - Any police officer who is ordered to work a shift of hours other than one of
16 those regularly scheduled shifts under 4.02 shall be paid at the overtime rate for all time
17 worked outside of the regularly scheduled shifts that are selected annually.

18 4.04 - Officers not assigned a 6 - 3 work week may be assigned to a 5 - 2, 5 - 2,
19 4 - 3, or a 5 - 2 work schedule not to exceed 1947 hours annually.

20 4.05 – Employees shall be permitted to trade work days with other full-time
21 employees, provided that no overtime is incurred, and the proper forms are completed by
22 the employees involved and approved by the Chief of Police or his/her designee.

23

24 **ARTICLE V – OVERTIME**

25 5.01 – Eligible employees shall be compensated at the rate of time and one-half
26 for authorized hours worked in excess of the scheduled workday or standard work week.
27 However, authorized time spent by employees beyond normal hours to upgrade job skills
28 (training) and boat patrol shall be compensated at straight time, or compensation time at
29 the Police Chief's discretion. Members of the Bargaining Unit shall choose either
30 compensatory time or overtime pay for overtime hours worked. Compensatory time may
31 be chosen only with the approval of the Chief or his/her designee. The Chief's decision is

1 final, binding, and non-grievable. Training outside normal working hours shall be limited
2 to forty (40) hours per employee year. All overtime compensation must comply with
3 FLSA regulations. Compensatory time off shall not exceed two hundred forty (240) hours
4 of accumulation.

5 In all instances where hire back overtime is foreseeable when the monthly
6 schedule is posted, officers shall be allowed to sign up for said overtime on a seniority
7 basis, with the following restrictions:

- 8 1. Will not apply to emergency overtime.
- 9 2. Overtime must be signed up for within five (5) days of posting.
- 10 3. If no officer signs up for the posted overtime, the officer lowest in the
11 seniority, not on a regular day off, will be mandatorily assigned to work.

12 In cases where sick time occurs after the monthly schedule is posted and no swing
13 officer is utilized to cover the illness, the vacant shift(s) will be filled by
14 seniority with officers already scheduled to work the adjoining shift(s). If
15 the officers working the adjoining shift(s) are already working twelve (12)
16 hours that portion of the vacant shift will be offered by department
17 seniority. In no case shall the swing shift officer be required to change
18 their work schedule with less than four (4) hours' notice.

19 Any officer assigned to the position of Drug Investigator will not be assigned
20 overtime except as a last resort.

21 Compensatory time earned pursuant to this section, but not taken by November 30
22 of any year will be paid at the rate at which it was earned on the pay period nearest
23 December 15. Employees will have the option to request a compensatory time payout on
24 the pay period nearest June 15. In no event will any employee forfeit pay for
25 compensatory time not taken.

26 5.02 – Employees shall receive sixteen (16) hours off between the end of a
27 regularly scheduled shift and the commencement of their next regularly scheduled shift
28 with the following exceptions:

- 29 1. No overtime will be paid for work within said sixteen (16) hour period
30 necessitated by: (a) voluntary shift changes, training time or tri-annual
31 shift changes as provided in Article IV, Section 4.02; (b) the training time

1 exemption applies only to that officer attending said training; and (c)
2 changes in schedules necessitated by illness of fellow employees or other
3 emergencies.

4 In computing the start of sixteen (16) hour period, overtime hours worked at the
5 end of the regularly scheduled shift shall not be considered. Employees will be
6 compensated at the rate of time and one-half their normal hourly rate for hours worked
7 within said sixteen (16) hour period unless accepted above.

8 Nothing in this subsection shall be construed as limiting the eligibility of any
9 employee for overtime under Section 5:01.

10 11 ARTICLE VI – EMERGENCY CALL-IN

12 6.01 – Emergency Call-In: Employees authorized and required to return to the
13 work site to perform vital services at times other than normal working hours shall receive
14 a minimum of two (2) hours pay at time and one-half.

- 15 1. No officer shall be ordered in for overtime within less than eight (8)
16 hours from their previous shift, except in an emergency.
17 2. No officer shall be ordered in if they are on approved leave, except in
18 an emergency.

19 6.02 – Court Time: Officers scheduled for Court appearance, and not notified of
20 the cancellation prior to scheduled appearance shall be paid as follows:

- 21 A. Appearance: Officers shall not be required to return to the police
22 department to work in order to receive the pay stated in 6.01.
23 B. Day Off: Two (2) hours straight time if not notified of the
24 cancellation by the end of Court business hours of the
25 preceding day.
26 C. Workday: One (1) hour straight time if not notified of the cancellation by
27 the end of Court business hours of the preceding day.

28 6.03-Video Testimony: Video Teleconference or Remote On-Line Live court
29 appearances: Officers subpoenaed to court via video teleconferencing may attend
30 online live court settings remotely if authorized by the court. Officers who choose
31 to attend remotely will be reimbursed as follows: One (1) hour minimum at time

1 and one-half for officers who attend court remotely away from the police
2 department or court assigned location via a video conference or on-line live
3 format. (Example: home or vacation) Officers who choose to respond to the
4 police department to attend an online court appearance will continue to receive
5 pay as outlined within 6.01.

6 —

7

8 ARTICLE VII – PAY PERIOD

9 Salaries personnel payroll vouchers shall be prepared and paid bi-weekly. The
10 biweekly salary amount shall be determined by taking the annual salary and dividing it by
11 twenty-six (26) pay periods, 74.89 hours bi-weekly.

12

13 ARTICLE VIII – SALARIES

14 8.01 – Effective January 1,2026, the salary schedule as listed in Appendix “A”
15 shall be implemented.

16 8.02 – Employees annual salary shall be determined by multiplying 1947 hours by
17 the hourly rate as set forth in Section 8.01.

18 8.03-New hires with prior Police Officer/dispatcher/military experience may be
19 started at a higher rate of pay and/or expedited pay scale at the discretion of the Chief and
20 City Manager.

21

22 ARTICLE IX – WORKER’S COMPENSATION

23 9.01 – In the event an employee becomes entitled to and receives Worker’s
24 Compensation under Chapter 102, Wisconsin Statutes, his/her Worker’s Compensation
25 for the period of compensation temporary total disability will be supplemented for a
26 period of one (1) year so that he will receive his/her full salary during said period taking
27 into consideration Worker’s Compensation, Social Security payments, if any, and the
28 amount to be supplemented by the City. This compensatory time shall not be deducted
29 from the employee’s accumulated sick leave time.

30 The City shall pay, in addition to salary, the regular premiums on said employee’s
31 health, welfare and pension benefits during this time.

1 9.02 – Any payment to an employee under the Worker’s Compensation Act made
2 during the last three years of his/her employment, prior to retirement, shall be assigned to
3 the City and the City shall continue the employee’s normal paycheck. Nothing herein
4 shall reduce or modify such employee’s contribution rate to the Wisconsin Retirement
5 Fund.

6
7 ARTICLE X – VACATION

8 All full-time employees shall be granted vacation with pay as follows:

- 9
10 6 days during the first year;
11 12 days during the second through fifth year;
12 18 days during the sixth through thirteenth year;
13 24 days during the fourteenth through twenty-fourth year;
14 30 days during the twenty-fifth year and thereafter

15 For vacation purposes, a day shall be consistent with the normally scheduled work
16 day. Vacation accumulation starts with the first day of employment.

17 Employee vacation eligibility shall be computed on an anniversary date basis and
18 partial amounts shall be prorated for each calendar year.

19 Vacation leave shall not be cumulative and personnel shall take earned vacation
20 within one year following the date earned except that the City Manager or his/her
21 authorized representative will allow earned vacation time to be carried over and used by
22 April 30th of the following year, if an employee gets prior consent or it is for the best
23 interest of the City. Vacation carry over shall not exceed 10 days.

24 Employees, when separated from City employment, will be compensated at their
25 regular salary for earned and unused vacation accumulated to their credit.

26 The Chief of Police shall schedule vacations, giving due consideration to seniority
27 rights, the needs of service, and the remaining staff to perform the necessary duties of the
28 Department.

1 ARTICLE XI – FIELD TRAINING OFFICER

2 Applicable for 2026, A Field Training Officer actively training a new Officer will
3 be compensated at \$2.00 per hour.

4 Effective on Jan 1, 2027, and each year hereafter, the Field Training Officer
5 compensation shall change to the following:

6 A Certified Field Training Officer will receive one (1) hour of compensatory time
7 or pay at straight time for each eight (8) hour training day spent actively training a
8 new officer, or one half (1/2) hour of compensatory time or pay at straight time
9 for each four (4) hour training day spent actively training a new officer. This
10 compensation will be in addition to any other overtime earned for that normal
11 workday. Applicable certification and assignment as a Field Training Officer
12 shall be determined by the Chief of Police or their designee. Active training shall
13 include preparation, interactive recruit training, and the completion of daily
14 training records.

15
16 ARTICLE XII - HOLIDAYS/PERSONAL DAYS

17 All full-time employees shall be granted the following ten (10) paid holidays:

18 New Year's Day	July Fourth	Thanksgiving Day	Christmas Day
19 Easter Sunday	Labor Day	Day after Thanksgiving	
20 Memorial Day	Veteran's Day	Christmas Eve Day	

21
22
23 1. In lieu of being granted a holiday off with pay, shift employees who work
24 on the holiday shall receive twelve (12) hours holiday pay at straight time. Shift
25 employees who do not work shall receive eight (8) hours pay at straight time. Payment
26 for holidays shall be made in the pay period in which the holiday occurs. Employees shall
27 have the choice to allow the Holiday to be taken as pay or added to the employee's comp.
28 bank.

29 To receive holiday pay, an employee must have worked or be on authorized leave
30 with pay, the days preceding and following the holiday.

31 If one of the holidays falls during an employee's vacation, the employee shall be
32 paid eight (8) hours Holiday pay.

2. Personal Days - In addition to the above holidays, each employee shall be entitled to two (2) personal days off with pay. The employee must request and be granted these personal days with due consideration to seniority rights, the needs of service and the remaining staff to perform the necessary duties of the Department.

Personal days for new hire or terminating employees shall be prorated as follows: Personal days shall be calculated as a percentage (%) of the number of full months employed for the year multiplied by the personal days hours. For partial months of service, employees must be employed a minimum of ten (10) days during the month to be eligible for a full-month credit.

No employee covered under this agreement will be ordered to work overtime on a holiday to accommodate granting extra days off on the designated holidays

ARTICLE XIII - SICK LEAVE

13.01 - All full-time employees shall earn and shall be granted sick leave with pay at the rate of four (4) hours per pay period, accumulative to one hundred and twenty-five (125) days. An extended illness bank shall be established which allows employees to bank 50% of their earned sick leave in excess of one hundred and twenty-five (125) days on an annual basis. Accumulation shall be twenty-four (24) days with no pay out. Banked sick days may be used only when an individual sickness exceeds twelve (12) days.

Sick leave cannot be used until earned.

In order to be granted sick leave with pay, the employee must adhere to the following:

- (A) Report reason for absence from work promptly.
- (B) Keep the City informed of his/her condition.
- (C) Permit the City to make such medical inquiry or visit as it may determine necessary.
- (D) Submit doctor's certificate for an absence of more than three (3) working days certifying as to inability to work unless excused by proper authority.
- (E) An employee returning from any injury or serious illness of more than five (5) working days may be required to furnish a doctor's certificate of ability

1 to work prior to his/her returning to work in order to safe-guard the health
2 and safety of the public and fellow employees.

3 When an insufficient sick leave balance remains to cover the absence of an
4 employee, the remainder shall be charged either to accumulated vacation or leave without
5 pay, at the employee's option.

6 While an employee is on paid sick leave, the accrual of sick leave and vacation
7 leave benefits shall continue during the period of convalescence. Employees shall be
8 allowed to use sick leave if they become ill on vacation (A doctor's certificate or other
9 evidence to support this sickness may be required).

10 Willful misuse of sick leave or the willful making of false reports regarding
11 illness shall subject the employee to disciplinary action and shall be considered just cause
12 for suspension, demotion or discharge.

13 Sick leave shall include absences from duty on a scheduled workday necessitated
14 because of illness in an employee's immediate family. Up to three (3) days leave with pay
15 shall be allowed per illness. "Immediate" family shall include an employee's spouse and
16 the children, mother, father, brother, and sister of the employee and his/her spouse.

17 Upon retirement or death of an employee, the City agrees to pay to the employee
18 or to the employee's beneficiary, an amount, in cash, less applicable taxes, equal to 100%
19 of the employee's unused accumulated sick leave. This percentage does not apply to any
20 sick leave in an employee's sick leave bank.

21 13.02 - Funeral Leave - The City will grant a leave of absence with pay to attend
22 and/or make arrangements for the funeral for up to three (3) days in case of a death in the
23 immediate family of a full-time employee. Immediate family is defined as father, mother,
24 husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law,
25 brother-in-law, grandparents, stepparents, stepchildren, spouse's grandparents,
26 grandchildren and spouses of children. The period of such leave of absence shall
27 commence on the date of death and terminate within ten (10) days. Any additional time
28 needed for funeral leave up to three (3) days shall be granted to an employee making such
29 request, but these additional days will be chargeable against accumulated sick leave.

30 On duty employees shall be allowed to attend the funeral service for the death of
31 an active police department employee.

1 13.03 - Leave of Absence: Employees must have a minimum of three (3) years
2 continuous service to be eligible for a written leave of absence.

3 Employees shall make written application for leaves to the Chief of Police and
4 shall, except in the case of illness or injury, make application ten (10) days prior to the
5 desired starting date of the leave.

6 Upon written application by the employee, the City, in its sole discretion, may
7 grant a leave of absence for any reason deemed acceptable to the City for a period not to
8 exceed ninety (90) calendar days.

9 The maximum accumulation under this paragraph shall be ninety (90) days and
10 granted only once during his/her employment with the City. The employee shall forfeit
11 one sick leave day for each leave of absence day not to exceed the total amount of
12 accumulated sick leave earned.

13 If an employee is granted a leave of absence and desires to have his/her insurance
14 coverage continued, he/she must pay the City, or make arrangements with the City
15 Finance Director for the payment of sufficient monies to pay the required contributions
16 into the health fund during the requested period of absence. The City's only obligations
17 shall be to make the deposits provided by the employee.

18 Should an employee overstay a leave, his/her employment shall be deemed to
19 have terminated unless an extension is granted for a serious personal reason.
20

21 ARTICLE XIV – RETIREMENT AGE

22 Retirement shall be in accordance with Wisconsin Statutes, Chapter 41, and
23 Sections 41.01 to 41.22, with respect to the Wisconsin Retirement Fund.

24 All employees shall be participants in the Wisconsin Retirement Fund. That
25 portion of the contribution which would, except for this provision, be contributed by the
26 employee shall be paid by the City in the name of the employee so that he/she may
27 become entitled to the separation benefits provided by the Wisconsin. Effective January
28 1, 2021 employees will pay the full employee share as required by the Wisconsin
29 Retirement System, capped at 7.00%. Employees hired after July 1, 2011 shall be
30 required to pay the “full” employee share for general category employees.
31

1 ARTICLE XV - INSURANCE PROGRAM

2 15.01 - Health Insurance: Full-time employees will be offered health insurance
3 provided by the City. Beginning January 1, 2021, the city will pay 88% of the lowest
4 cost plan. The City has established a 125 plan such that all employee premium co-
5 payments are on a pre-tax basis.

6 15.02 - Life Insurance: The City shall maintain in full force and effect the present
7 plan of life insurance during the term of this agreement. The City shall contribute 50% of
8 the premium cost for said insurance coverage and the employees shall contribute the
9 remainder of the premium cost for said insurance.

10 15.03 - False Arrest Insurance: The City will continue to pay the entire cost of
11 insurance for officer's protection during the term of this Agreement.

12 The City may change the carrier provided the coverage is comparable.

13 15.04 - Health Insurance for Surviving Spouse: In the event of the death of an
14 employee in the line of duty, the City agrees to provide health insurance for the
15 employee's spouse and dependent children for a period of six (6) months, subject to the
16 following conditions:

17 A. The City is not responsible for dependents that are not eligible for
18 coverage.

19 B. The City will cover any premium increase.

20 15.05 - Dental Insurance: Employees shall be provided the same Dental
21 Insurance coverage as other City Employees.

22
23 ARTICLE XVI - CLOTHING ALLOWANCE

24 16.01-The total purchases of the initial two (2) years for a police officer are not to
25 exceed \$2,200. If employment is terminated within this period, the employee shall
26 reimburse the City as follows: 1st year - 50%.

27 16.02-An allowance of \$62.50 per month is to be granted for the balance of the
28 calendar year following the first twenty-four (24) months of service for all Patrol Officers
29 (uniformed or in plain clothes) and Sergeants. Thereafter, at the beginning of each
30 calendar year, the amount of seven hundred and fifty (\$750.00) shall be credited to
31 purchase uniforms, shoes, work out clothing (\$75.00 maximum per year per officer) and

1 other equipment, including duty weapons per Department specifications. All other
2 purchases must be authorized items of uniform apparel.

3 16.03-Any unused amounts shall carry over into the following year. No allowance
4 hereunder shall be overdrawn. No changes in clothing shall be made in the term of this
5 Agreement without consent of both parties.

6 16.04-Any personal items or clothing necessary to the performance of employee's
7 duties which may become damaged in the line of duty, will either be replaced or repaired
8 at the City's expense, upon submitting a claim on the proper form, if not reimbursed
9 through other means. This reimbursement shall not exceed: watch at \$100.00; eyeglasses
10 at \$100.00; total loss from one incident not to exceed \$200.00

11 16.05-The Department will purchase ballistic vests and issue to members based
12 on need. The Department will purchase and replace officer vests in accordance with NIJ
13 standards and best practices. Vests purchased by the Department shall remain the
14 property of the Department.

15 16.06-Upon retiring or resigning from employment, employees shall reimburse
16 the City for clothing allowance purchases made in the last three (3) months of
17 employment, unless items purchased received prior approval by the Chief and are
18 documented as a needed equipment replacement.

19 20 ARTICLE XVII - SENIORITY

21 Seniority for the purpose of layoff and recall under this Article shall mean the last
22 date of hire in the Fort Atkinson Police Department. For the purposes of eligibility for
23 benefits under this Agreement, an employee's participation shall be determined by his/her
24 length of service as an employee of the City determined as of his/her last date of hire by
25 the City.

26 An employee shall be appointed to his/her position for a probationary period of
27 one (1) year. Employees being sponsored by the city to attend recruit school (Academy
28 Training) shall be appointed to his/her position for a probationary period of one (1) year
29 following the academy training. If the appointment is original, the probationary employee
30 may be discharged at any time during his/her probationary period at the discretion of the

1 Police Chief without further appeal. All officers who are promoted to Sergeant shall serve
2 a minimum of one (1) year probationary period.

3 An employee shall lose his/her seniority in the event:

- 4 (A) He/she retires, resigns, or is discharged;
- 5 (B) He/she is not recalled from a layoff for a period of two (2) years;
- 6 (C) He/she is recalled from a layoff and does not report for work within two
7 (2) calendar weeks after a notice of recall is sent to his/her last known
8 address by certified mail; or
- 9 (D) He/she does not return at the expiration of a leave of absence.

11 ARTICLE XVIII - PERSONAL SAFETY PROVISION

12 In consideration of the personal safety of the employees the City shall maintain a
13 minimum of two uniformed officers on patrol duty, except for unforeseen emergencies. It
14 is agreed that officers will remain on duty until properly relieved.

16 ARTICLE XIX - AMENDMENT PROVISION

17 This Agreement is subject to amendment, alteration or addition only by a
18 subsequent written agreement between and executed by the City and the Association
19 where mutually agreeable. The waiver of any breach, term or condition of this Agreement
20 by either party shall not constitute a precedent in the future enforcement of all its terms
21 and conditions.

23 ARTICLE XX - SAVINGS CLAUSE

24 If any article or section of this Agreement or any addenda thereto should be held
25 invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance
26 with or enforcement of any article or section should be restrained by such tribunal, the
27 remainder of the Agreement and addenda shall not be affected thereby, and the parties
28 shall enter into immediate collective bargaining negotiations for the purpose of arriving at
29 a mutually satisfactory replacement for such article or section so indicated.

1 ARTICLE XXI - NO OTHER AGREEMENT

2 The City agrees not to enter into any other agreement written or verbal with the
3 members of the Association individually or collectively which in any way conflicts with
4 the provisions of this Agreement.

5
6 ARTICLE XXII - NO STRIKE CLAUSE

7 22.01 - The Association agrees, individually and collectively not to strike, slow
8 down, engage in mass sick calls, or in any other manner impedes the full working
9 efficiency of the City, including refusals to perform customarily assigned duties,
10 including overtime.

11 22.02 - The Association shall neither cause nor counsel any or all of its members
12 to engage in the acts prohibited in Section 1.

13 22.03 - Participation by employees in the actions prohibited by Section 1 shall be
14 basis for disciplinary actions including discharge. In any arbitration proceeding involving
15 such disciplinary action, the only issue to be determined is whether the employee
16 participated in such prohibited activity.

17 22.04 - The acts prohibited by Section 1 are hereby deemed illegal and a violation
18 of this Agreement.

19 22.05 - In the event of any strike, slow down, mass sick call, interruption of work
20 or interference of operations of the City prohibited in this Article, the employer shall
21 notify the Association thereof and the Association shall give notice to the employees
22 involved that they are in violation of this Agreement and shall end such activity.

23
24 ARTICLE XXIII - COMPLETE CONTRACT

25 This Agreement constitutes an entire agreement between the parties and no verbal
26 statement shall supersede any of its provisions. The parties acknowledge that this
27 Agreement is the result of the unlimited right and opportunity afforded to each of the
28 parties to make any and all requests and proposals with respect to the subject of rates of
29 pay, hours of work, and conditions of employment and incidental matters respecting
30 thereto. Any matter which directly or indirectly related to wages, hours or conditions of
31 employment, or which relates to other matters, whether the same are specifically covered

1 by this Agreement or not, will be a subject for bargaining during the term of this
2 Agreement.

3 ARTICLE XXIV - GRIEVANCE PROCEDURE

4 The Grievance Procedure provided for in this Article shall apply only to
5 grievances involving the interpretation or application of a specific provision of this
6 Agreement. Time limits set forth herein shall be exclusive of Saturday, Sunday, and
7 holidays. Grievances required to be in writing shall state the specific provision or
8 provisions of this Agreement involved. Suspensions, demotions and discharges shall be
9 processed under Section 62.13, Wisconsin Statutes.

10
11 Both the employee and the employer recognize that grievances and complaints
12 shall be settled promptly and at the earliest possible stage, and therefore, agree that the
13 grievance processes must be initiated within ten (10) days of the incident or the grievance
14 shall be invalid.

15 Step 1: The employee and/or his/her representative shall submit the grievance in
16 writing to the Police Chief. The Police Chief shall attempt to make a mutually
17 satisfactory adjustment within ten (10) days.

18 Step 2: The grievance shall be considered settled in Step 1 unless within five (5)
19 days from the date of the Police Chief's answer, the aggrieved employee and/or
20 his/her representative shall submit the grievance in writing to the City Manager or
21 his/her designee. The City Manager may confer with the aggrieved employee
22 and/or his/her representative before making his/her decision and shall submit
23 his/her written decision to the aggrieved employee and/or his/her representative
24 within twenty (20) days from his/her receipt of the grievance.

25 Step 3: The grievance shall be considered settled in Step 2 above unless, within
26 ten (10) days from the date of the City Manager's or his/her designee's decision or
27 last date due, the aggrieved employee and/or his/her representative shall notify the
28 City Manager or his/her designee in writing that the matter is to be submitted to
29 arbitration and shall request the Wisconsin Employment Relations Commission to
30 submit a list of five (5) arbitrators. If the WERC does not have five (5) arbitrators
31 available, a panel of three (3) will be requested.

1 Each party shall alternately strike two names from the list submitted by the
2 Wisconsin Employment Relations Commission, the employees having the first
3 strike. The name remaining shall be the arbitrator.
4 Each party shall share equally in the cost of the arbitrator. Each party, however,
5 shall bear its own costs for witnesses and all other out-of-pocket expenses,
6 including possible attorney's fees.
7 Upon completion of this review and hearing, the arbitrator shall render a written
8 decision as soon as possible to both parties which shall be final and binding upon
9 both parties. In making his/her decision, the arbitrator shall neither add to, detract
10 from nor modify the language of the Agreement. The arbitrator shall have no
11 authority to grant wage increases or wage decreases. The arbitrator shall expressly
12 confine himself to the precise issue(s) submitted for arbitration and shall have no
13 authority to determine any other issue not so submitted to him/her or to submit
14 observations or declarations of opinion which are not directly essential in
15 reaching the determination. In any arbitration award, no right of management
16 shall in any manner be taken away from the employer, nor shall such right be
17 limited or modified in any respect excepting only to the extent that this
18 Agreement clearly and explicitly expresses an intent and agreement to divest the
19 employer of such right.
20 Time limits provided for in this Article may be extended however, by
21 mutual consent of the parties.

22 23 ARTICLE XXV – DUES DEDUCTION

24 25.01 - Membership in the Association is not compulsory. An employee may join
25 the Association and maintain membership therein consistent with its constitution and
26 bylaws. No employee will be denied membership because of race, color, creed, or sex.
27 This Article is subject to the duty of the Wisconsin Employment Relations Commission
28 to suspend the application of this Article whenever the Commission finds that the
29 Association has denied any employee membership because of race, creed, or sex.
30 25.02 - The Association will represent all of the employees in the bargaining unit,
31 members and non-members, fairly and equally.

25.03 - The employer agrees to deduct the amount of dues certified by the Association from each employee that voluntarily signs a dues deduction form, from the earnings of the employees affected by this Agreement and pay the amount so deducted to the Association on or before the end of the month in which such deduction is made. In the event that an employee shall not have sufficient earnings due him/her during the pay period when dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no dues or fees shall be withheld, and the City shall have no obligation to subsequently withhold dues or fees that may have been for the month.

Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

25.04 – Liability: The Association shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the employer for the purpose of complying with the provisions of the Article.

ARTICLE XXVI – RESIDENCY

An employee shall live within a thirty (30) mile radius from the Police Department building. An employee shall conform to the residency requirement prior to the completion of his/her probationary period.

ARTICLE XXVII - JURY DUTY

Any officer who is called for jury duty during his/her regular shift hours shall be paid his/her regular wages. The compensation paid to such officer serving as a juror shall be turned over to the employer excluding mileage.

In such case as the officer is relieved of jury duty prior to the completion of an eight (8) hour segment on such working day, the officers will report to the Police Station for assignment until completion of that eight (8) hour segment. The employer shall not be responsible for time spent in excess of the eight (8) hour day.

1 Officers required to serve as jurors on their days off or non-working hours are
2 excluded from any coverage under this Section. Regular shifts shall not be changed to
3 avoid payment under this provision.

4 5 ARTICLE XXVIII - PROVISIONAL POLICE OFFICER

6 The City shall be allowed to employ only one Provisional Certified Police Officer
7 at a time. The total number of hours for which the City may employ any (all provisional
8 officers) may not exceed 600 hours total per year (not including training). The
9 Provisional Police Officer shall be paid at the hourly rate of a start – 12 month Police
10 Officer on the current salary schedule, when replacing a scheduled Police Officer.
11 Provisional Officers are part of this bargaining unit. Provisional Officers will be paid
12 75% of the start-12 month Police Officer's salary for in-service and other training, which
13 are not counted towards 600 hour limit.

14 15 ARTICLE XXIX - DURATION OF AGREEMENT

16 The provisions of this Agreement shall become effective January 1, 2026 and
17 shall continue in full force and effect until December 31, 2028. In the event the parties to
18 this Agreement have not agreed to a new labor contract on or before December 31,
19 2028, this Agreement shall continue in full force and effect until a new Agreement is
20 reached.

21 Either party shall request in writing to the City its intent to modify the existing labor
22 agreement by August 1, 2028.

23 24 ARTICLE XXX - TRAINING PAY

25 Officers attending either voluntary or involuntary training shall be paid current
26 IRS business mileage rate per mile if they use their own vehicle, provided no department
27 vehicle is available. Officers will be paid straight time for all training time, including all
28 travel time, from the Fort Atkinson Police Department.

29 To accommodate training of four or more hours, there must be at least 7 hours off
30 time between the end of the employee's regularly scheduled shift and the subsequent
31 training assignment.

1 Annual in-service and required training for all Patrol Officers will be paid for by
2 the City of Fort Atkinson Police Department.

3
4 ARTICLE XXXI - EDUCATIONAL PAY

5 For employees pursuing an undergraduate degree in Police Science or Criminal
6 Justice, the employer agrees to pay \$250.00 per year towards the cost of tuition or books,
7 provided the employee attains a passing grade of "C" or better, or "pass" in a pass/fail
8 grading system.

9
10 In witness whereof, the duly authorized representative of the parties hereto have
11 executed this Agreement on this _____ day of September, 2025

12
13 CITY OF FORT ATKINSON

FORT ATKINSON
PROFESSIONAL POLICE
ASSOCIATION

14
15
16
17
18
19 _____
City Manager

Assoc. Bargaining Committee

20
21
22 _____
Chief of Police

Assoc. Bargaining Committee

23
24
25
26 _____
City Council President

Assoc. Bargaining Committee

27
28
29
30 _____
Assoc. Bargaining Committee

31
32
33
34 _____
WPPA/LEER Bargaining Agent

FORT ATKINSON POLICE DEPARTMENT
PROMOTIONAL REGULATION

PROMOTIONS

1. The Chief of Police shall make all appointments and promotions in the Department subject to the confirmation of the Police and Fire Commission (State Statute 62.13[4]).
2. Officers making an application for the rank of Sergeant must have attained the classification of Patrol Officer (36 months).
3. Promotional notice shall be posted a minimum of ten (10) days prior to the written test. Signing the notice will signify an applicant's intention to apply for the promotion.
4. Officers eligible to compete for any promotion shall be given a promotional examination consisting of the following percentage values:

Qualified Written Test (State Bureau of Personnel)	25%
Must pass written test to take oral.	
Professional Oral (Outside of Department)	25%
Performance (Merit) Rating (Supervisory Officers)	50%

Any promotion shall be made from one of the three (3) highest qualifiers.

NOTE: This procedure or any part may be eliminated if the number of applicants does not warrant the time or expense involved. Determination to be made jointly by the Chief of Police and the Police and Fire Commission after application date deadline has expired.

5. Any member promoted to the rank of Sergeant shall serve a one-year probationary period. Continuation in rank will depend upon the appointee's fitness for the performance of his/her duties as indicated by the progress evaluations of his/her superior officers.

Any person within the bargaining unit who has advanced to a higher classification may return to his/her old position without loss of benefits and/or seniority benefits rights within ninety (90) days from the day of promotion.

6. Any changes in the above promotional procedure shall not be made without adequate notification to the employee Association.

K-9 Memorandum of Understanding

The Fort Atkinson Police Department and FAPPA agree to the following implementation concepts related to the Fort Atkinson Police Working Dog Program (K9 Unit).

Commitment to Handler Position: Five years

Scope of Work: A canine handler/officer on the Fort Atkinson Police Department is first-and-foremost a patrol officer that responds to calls for service and conducts proactive patrol presence. The specialized training and equipment (canine) are intended to enhance the capabilities of the agency.

Hours of Work: The canine handler's default shift is 2nd shift or PM Power Shift (6:30p-2:30a). This is intended to have the canine resource on the street when the potential for contact with those who use and/or traffic drugs is the greatest. Flexibility is a must for community outreach events and working with community partners to put this resource where it can have the greatest impact (i.e. schools, demonstrations, etc.). Outreach events that require modifying the canine handler's hours of work will be made known to the handler at least seven (7) days in advance unless shorter notice opportunities are mutually agreeable.

Off Duty Compensation: The handler compensation is derived from a ½ hour per workday for handling, caring for, feeding, grooming, kennel cleaning, and other routine tasks associated with having a City owned canine at home. The ½ hour per work day equals 122 hours annually. The ½ hour per workday will be compensated as follows: The handler will be given 80 hours of K9 Comp to use during that year. The comp time must be used within the year and cannot be carried over or paid out. In extraordinary situations, any unused time may be carried over or converted (Carry over vacation or pay out) at the discretion of the Chief. The K9 Comp bank is separate from the normal officer comp time bank but the same procedures for use applies.

Additionally, to compensate the handler for the remaining 42 hours as well as care provided for the canine while on days/time off, the handler will be compensated \$117.70 K9 Differential Pay per paycheck.

If the canine handler is off work on a longer pre-approved leave which results in not being able to care for the canine, or is otherwise temporarily unable to care for the canine, the handler may: 1. Arrange for care of the canine at the handler's expense. or 2. Arrange for the canine to be kenneled at City expense.

The K9 Compensation Time and K9 Differential Pay is attached with the K9 Handler position. The pay and comp time compensation will not occur if there is no dog to handle or the officer is no longer assigned as a K9 handler.

Agency Responsibility: The canine will be the sole property of the City of Fort Atkinson Police Department. The City of Fort Atkinson will assume all liability for the Police Canine Unit and will indemnify the handler from liability resulting from proper performance of duties.

Provided Equipment: The handler will be assigned a specialized squad car equipped to accommodate the K-9. The K-9 Squad will be used as a take home vehicle to allow proper transportation of the K-9 to and from duty. Additionally, the handler will be allowed to use the squad for all transportation related to the care and handling of the K-9. The K-9 squad is not intended for personal use.

1 All costs associated with maintaining a Police Canine Unit, including equipment, food, veterinary costs,
2 kennel costs, certification, licensing, training and insurance will be funded by the City. The Chief or his/her
3 designee must approve, in advance all non-routine expenses to include veterinary costs.

4 Call out Procedure: The handler will not be contacted directly by an officer on the road for any off duty or
5 out of city call outs. A supervisor (Chief, Lt, Sgt or OIC) will approve requests for the canine unit
6 response. The “spirit” of this is to shield the handler from direct contact to reduce the frequency of off-duty
7 calls. It will also allow for supervisory input when the call will result in overtime or the officer being
8 deployed outside the jurisdiction.

9 Canine Training: The NAPWDA recommends 16 hours of training monthly. The handler will participate
10 in the 8-hour multi agency canine training held locally or at the sponsoring kennel each month. This 8-hour
11 training will be the officers “shift” that day. If that day falls on the handler’s day off; the handler will
12 coordinate a day off switch with the Lt responsible for scheduling to eliminate or reduce overtime. The
13 other 8 hours of training will be conducted while the handler is on duty but will not detract from patrol
14 operations or responding to calls. It is understood that additional kennel sponsored training may be needed
15 in the first year to ensure proper skills are retained by the dog and handler. The handler will maintain canine
16 certification (24 hours) as part of the existing allotment of training days/funds for each sworn officer.

17 Canine Retirement: When the canine is retired (at the end of its effective working life, as determined by the
18 Chief, or his/her designee), the City must offer the canine to its handler for \$1.00. If an officer ceases to be
19 a canine handler (voluntarily or otherwise) during the effective working life of the canine, the Chief or
20 his/her designee, will determine the disposition of the canine.

21 Collective Bargaining Agreement: All other terms and conditions of the labor agreement shall apply. This
22 MOU will be in effect until the next collective bargaining negotiations at which time it can be reviewed by
23 both parties.

24 FLSA: The City of Fort Atkinson Police Department and the FAPPA, to include the assigned handler agree
25 that this Memorandum of Understanding is fair and reasonable. Both parties agree that this MOU is a good
26 faith effort to comply with FLSA guidelines that govern compensation for canine handler duties.

27
28
29
30 _____
31 Adrian J. Bump Date
32 Chief of Police

Ryan Walters Date
FAPPA Union President

EXHIBIT A 2026-2028 WAGES**CITY OF FORT ATKINSON AND FORT ATKINSON PROFESSIONAL POLICE ASSOCIATION AGREEMENT****2026 - 2028 Structure - 5 Steps, 5 Years to Top Pay**

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 +)	
Position	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually
Patrol Officer	\$ 32.1086	\$ 62,515.38	\$ 32.8156	\$ 63,892.05	\$ 34.1729	\$ 66,534.72	\$ 38.8432	\$ 75,627.65	\$ 40.0085	\$ 77,896.48
Sergeant	n/a		n/a		n/a		\$ 40.9773	\$ 79,782.83	\$ 42.2066	\$ 82,176.32
Detective	n/a		n/a		n/a		\$ 40.7612	\$ 79,362.13	\$ 41.9841	\$ 81,743.00

2026 WAGE TABLE DESCRIPTION

2026 Academy Wage: \$23.00/hour

2026 Step 1 Patrol hourly wage increases by 6% over 2025 0-6

2026 Step 2 Patrol hourly wage increases by 4% over 2025 6-18

2026 Step 3 Patrol hourly wage increases by 4% over 2025 18-36

2026 Step 4 Patrol hourly wage increases by 4% over 2025 36+

2026 Step 5 Patrol hourly wage increases by 3% over 2026 Step 4

2026 Step 4 Sergeant (start) hourly wage increases by 3% over 2025 Sergeant

2026 Step 5 Sergeant (top) hourly wage increases by 3% over 2026 Sergeant Step 4

2026 Step 4 Detective (start) hourly wage increases by 4% over 2025 Detective

2026 Step 5 Detective (top) hourly wage increases by 3% over 2026 Detective Step 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 +)	
Position	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually
Patrol Officer	\$ 33.3929	\$ 65,015.99	\$ 34.1283	\$ 66,447.73	\$ 35.5399	\$ 69,196.11	\$ 40.3969	\$ 78,652.75	\$ 41.6088	\$ 81,012.34
Sergeant	n/a		n/a		n/a		\$ 42.6164	\$ 82,974.14	\$ 43.8949	\$ 85,463.37
Detective	n/a		n/a		n/a		\$ 42.3917	\$ 82,536.62	\$ 43.6634	\$ 85,012.72

2027 WAGE TABLE DESCRIPTION

2027 Academy Wage: \$23.00/hour

2027 Steps 1-5 Patrol - 4% hourly wage increase over 2026

2027 Steps 4-5 Sergeant - 4% hourly wage increase over 2026

2027 Steps 4-5 Detective - 4% hourly wage increase over 2026

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 +)	
Position	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually
Patrol Officer	\$ 34.3947	\$ 66,966.47	\$ 35.1521	\$ 68,441.17	\$ 36.6061	\$ 71,271.99	\$ 41.6088	\$ 81,012.34	\$ 42.8571	\$ 83,442.71
Sergeant	n/a		n/a		n/a		\$ 43.8949	\$ 85,463.37	\$ 45.2117	\$ 88,027.27
Detective	n/a		n/a		n/a		\$ 43.6634	\$ 85,012.72	\$ 44.9733	\$ 87,563.10

2028 WAGE TABLE DESCRIPTION

2028 Academy Wage: \$23.00/hour

2028 Steps 1-5 Patrol - 3% hourly wage increase over 2027

2028 Steps 4-5 Sergeant - 3% hourly wage increase over 2027

2028 Steps 4-5 Detective - 3% hourly wage increase over 2027



MEMORANDUM

DATE: October 7, 2025

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to a proposal from Quam Engineering for Banker Road Final Plat Services (Addendum #4) (Navin, Director of Public Works)

BACKGROUND

As part of the ongoing redesign of the relocated Banker Road and the handover to KL Engineering, Quam Engineering has submitted a proposal (Addendum #4) outlining the scope of services required to complete the Final Plat and associated iron placement for the Ridge View Estates Subdivision.

DISCUSSION

As a part of the change in engineering firms that was approved by council at the September 16th meeting, KL Engineering requested that Quam Engineering complete the two pieces included in the attached addendum, Final Plat of phase two and the final plat iron placements. This request was made as Quam already has the majority of the information required and has already completed the final plat for phase one of the project. KL Engineering taking on this part of the project would have increased costs to the City.

FINANCIAL ANALYSIS

If addendum #4 is approved as presented, the costs not to exceed \$15,500.00 will be paid for out of TID #9.

RECOMMENDATION

Staff recommends that the City Council approve the proposal from Quam Engineering for Addendum #4 to complete the final plat for Banker Road (Ridge View Estates) and place the final irons as submitted, to be paid for using TID #9 funds.

ATTACHMENTS

1. Addendum 4 - Banker Road Final Plat Services

ADDENDUM #4
BANKER ROAD – FINAL PLAT ITEMS
SCOPE OF SERVICES

- 1. Final Plat** – Quam Engineering, LLC will prepare the Final Plat map of approximately (17) residential lots and (1) outlots based on the approved Preliminary Plat. The Final Plat will be prepared in conformance with Chapter 236 of the Wisconsin State Statutes and include the required road and easement dedications. Includes preparing the submittal forms and printing the required number of copies for submittal to the County and State Plat Review. Changes to the lot or street layouts after the plat preparation has begun will be additional services.

It is assumed that the required Public Land Survey System (PLSS) section corner monuments and accessory ties are in place in accordance with the most recent PLSS Monument Records on file with the County Surveyor's office. Setting of PLSS monument(s), accessory ties and the preparation and filing of PLSS Monument Record(s) will be additional services, if required. Agency review and recording fees are to be paid directly by the client.

Fee Estimate: \$7,000 - \$8,000

- 2. Final Plat Iron Placement** – Upon completion of constructions, Quam Engineering, LLC will provide the installation of irons, at all lot corners, road right-of-way points of curvature, and boundary corners. In addition, 4-foot wood lath will be set next to all corners. The fee estimate includes material costs for the irons (70 irons estimated) and assumes that existing survey control is intact and undisturbed and the work is performed in non-winter conditions.

Fee Estimate: \$6,500 - \$7,500



MEMORANDUM

DATE: October 7, 2025

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to Milwaukee Avenue W. Storm Sewer Emergency Repair construction award (Navin, Director of Public Works)

BACKGROUND

Staff recommended that the City Council approve a Resolution providing for emergency repair of the storm sewer structure on Milwaukee Avenue West earlier on this City Council agenda. Assuming that Resolution would be adopted, staff worked with Ruekert & Mielke to design and solicit bids the project. However, if the Resolution was not adopted, no action is needed on this agenda item and the project will not be completed.

DISCUSSION

Staff contracted with Ruekert & Mielke to create plans for the emergency repair of the existing storm sewer underground tunnel and solicit repair documents to contractors for pricing. The project was solicited to 8 contractors on September 23, 2025. Bid opening took place on October 3, 2025 at 10am. Attached are the results, including the two bids received.

FINANCIAL ANALYSIS

The City received two bids for this work from Forest Landscaping & Construction and Wanasek Corporation. The bids varied widely, with Forest proposing \$166,774 to complete the work, and Wanasek proposing \$497,430. Forest is a known contractor and has done a lot of previous work in the City. The bid from Forest is also much closer to the engineer's estimate of \$154,226.50.

This repair will be paid for by the Stormwater Utility fund in 2025. Staff does not anticipate this project will have a deleterious effect on the Storm Water Utility budget. 2025 projections included in the proposed 2026 budget (published October 3, 2025) provide a positive year-end fund balance for the Storm Water Utility Fund even with this project.

RECOMMENDATION

Staff recommends the City Council review the Milwaukee Avenue W. Storm Sewer Emergency Repair project and award the the contract to Forest Landscaping & Construction with a cost not

to exceed \$166,774.00 to be paid for using Stormwater Utility funds in 2025.

ATTACHMENTS

1. Milwaukee Ave Emergency Storm Sewer Repair_Bid Tab

City of Fort Atkinson
Milwaukee Avenue Emergency Storm Sewer Repair
Bid Tab
3-Oct-25

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	Engineer's Estimate	Forest Landscaping & Construction	The Wanasek Corporation		
					TOTAL ESTIMATED PRICE	UNIT PRICE	TOTAL ESTIMATED PRICE	UNIT PRICE	TOTAL ESTIMATED PRICE
1	Traffic Control - Work Zone	LS	1	\$1,000.00	\$1,000.00	\$12,000.00	\$12,000.00	\$17,400.00	\$17,400.00
2	Inlet Protection - Type D	EACH	2	\$150.00	\$300.00	\$200.00	\$400.00	\$300.00	\$600.00
3	Silt Sock	LF	40	\$10.00	\$400.00	\$7.00	\$280.00	\$20.00	\$800.00
4	Clearing and Grubbing	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00
5	Asphalt Pavement Saw Cutting	LF	42	\$5.00	\$210.00	\$7.00	\$294.00	\$15.00	\$630.00
6	Removal and Replace Concrete Curb and Gutter (30-inch)	LF	40	\$45.00	\$1,800.00	\$70.00	\$2,800.00	\$100.00	\$4,000.00
7	Remove and Replace Concrete Sidewalk	SF	160	\$10.00	\$1,600.00	\$20.00	\$3,200.00	\$25.00	\$4,000.00
8	Remove and Replace Box Manhole w/New 4' x 7' Box Manhole w/Frame and Cover	LS	1	\$30,000.00	\$30,000.00	\$24,000.00	\$24,000.00	\$87,500.00	\$87,500.00
9	Remove and Replace Inlet w/New 2'x3' Inlet w/Frame and Grate	EACH	1	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
10	Poured in Place Concrete Connection Between Tunnel and Box Manhole	LS	1	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$27,000.00	\$27,000.00
11	Cementitious Liner Application to Tunnel (2 Layers of 0.5")	LS	1	\$50,000.00	\$50,000.00	\$61,000.00	\$61,000.00	\$43,000.00	\$43,000.00
12	12" HDPE N-12 Storm Sewer Relay w/Granular Backfill	LF	8	\$100.00	\$800.00	\$100.00	\$800.00	\$125.00	\$1,000.00
13	60" HDPE N-12 Storm Sewer Relay w/Granular Backfill	LF	120	\$250.00	\$30,000.00	\$350.00	\$42,000.00	\$2,250.00	\$270,000.00
14	Concrete Collar to Connect Dissimilar Pipes (60" HDPE to 43"x68" HERCP)	LS	1	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$7,000.00	\$7,000.00
15	Topsoil, Seed, Fertilize, and Erosion Mat	LS	1	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00	\$23,000.00	\$23,000.00
					Subtotal =	\$134,110.00			
					15% Contingency =	\$20,116.50			
					Total =	\$154,226.50	\$166,774.00		\$497,430.00



MEMORANDUM

DATE: October 7, 2025

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Building/Zoning Administrator

RE: Review and possible action relating to an Extraterritorial Certified Survey Map for the property located at W6184 Star School Road in the Town of Koshkonong (CSM-2025-06) (Draeger, Director of Neighborhood and Building Services)

BACKGROUND

The Plan Commission reviewed this Certified Survey Map application at a meeting on September 23, 2025 and recommended approval of the CSM.

DISCUSSION

The property owner would like to break off a 2 acre parcel from the parent parcel along Star School Road in the Town of Koshkonong. This is within the 3-mile extraterritorial area of the City of Fort Atkinson and also within the 1.5-mile radius requiring a recommendation from the Plan Commission and approval by the City Council. The parcel has been rezoned to A-3, pending approval of the CSM.

FINANCIAL ANALYSIS

This Certified Survey Map is not expected to affect the City financially.

RECOMMENDATION

The Plan Commission recommended that the City Council waive the requirement for the road dedication and approve the Certified Survey Map.

ATTACHMENTS

1. Plan Commission Memorandum
2. Yoder CSM 9 3 25
3. Yoder Application
4. Yoder County Approval



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

CERTIFIED SURVEY MAP (EXTRA-TERRITORIAL) REPORT TO THE PLAN COMMISSION

DATE: September 23, 2025

PROPERTY ADDRESS: W6184 Star School Road

PARCEL NUMBER: 016-0514-2114-000

OWNER: Ivan Yoder

APPLICANT: Ivan and Elizabeth Yoder

FILE NUMBER: CSM-2025-06

EXISTING ZONING: A-1 (Jefferson County Zoning)

PROPOSED ZONING: A-3 (Jefferson County Zoning)

EXISTING LAND USE: Agriculture

REQUESTED USES: Rural Residential

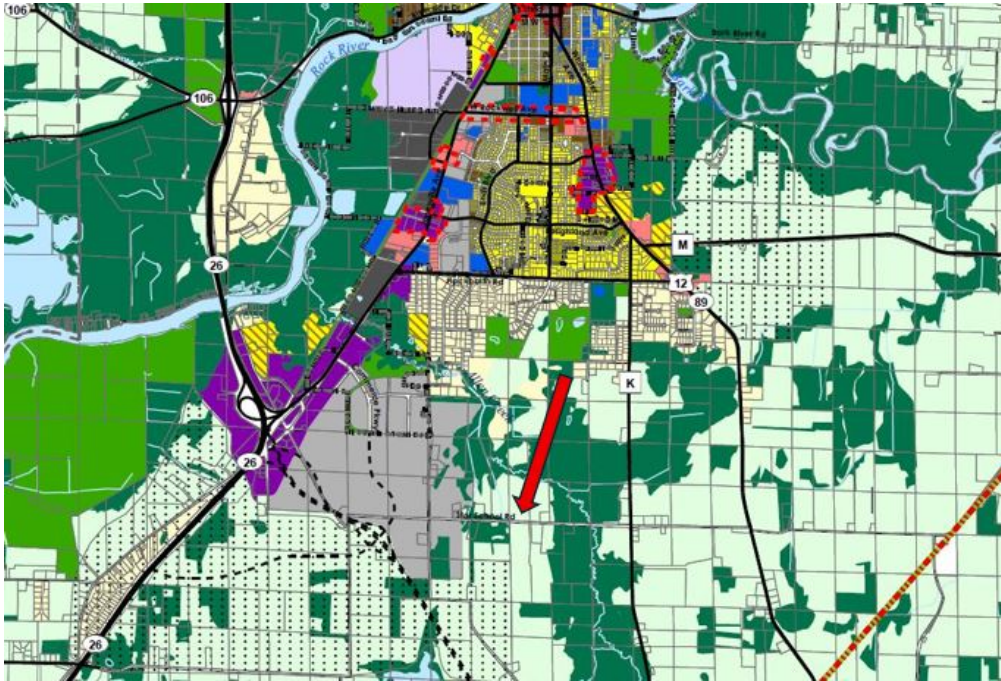
BACKGROUND

The property owner would like to break off a 2 acre parcel from the parent parcel along Star School Road in the Town of Koshkonong. This is within the 3-mile extraterritorial area of the City of Fort Atkinson and also within the 1.5-mile radius requiring a recommendation from the Plan Commission and approval by the City Council. The parcel has been rezoned to A-3, pending approval of the CSM.

REQUEST OVERVIEW

[COMPREHENSIVE LAND USE PLAN \(2023-Update\):](#)

The [Future Land Use](#) map indicates this area as Agricultural/Rural. Defined as, Agricultural uses, farmsteads, and rural housing with low non-farm (housing) development densities in line with Jefferson County's farmland preservation policies.



City staff find that the proposed Certified Survey Map for the 2-acre parcel to be zoned A-3 is consistent with the goals of the Comprehensive Plan.

CITY OFFICIAL MAP [\(2021\):](#)

There are no mapped features within the area on the [City's Official Map](#).

Public Notice is not required for the review of a Certified Survey Map

DISCUSSION

The parcel is located outside the City's Potential Long-Range Urban Growth Area. Ivan and Elizabeth Yoder are requesting to create a new 2-acre parcel and rezone it from the current A-1 designation to A-3, allowing for the construction of a new residence. The proposed division would separate the 2-acre parcel from the existing 40.08-acre parcel, which currently contains several agricultural buildings. Staff does not anticipate that this land division will negatively affect the City's long-range growth plans.

Staff find that the proposed Certified Survey Map is consistent with the requirements of the City's Land Division and Development Ordinance, with the exception of the dedication of public right-of-way along Star School Road. Following consultation with the Town of Koshkonong and the Jefferson County Zoning Department, staff were advised that neither approving body intends to require the dedication, noting that such a requirement is not customary in comparable circumstances.

RECOMMENDATION

Staff recommends that the Plan Commission recommend the City Council waive the requirement for the road dedication and approve the Certified Survey Map.

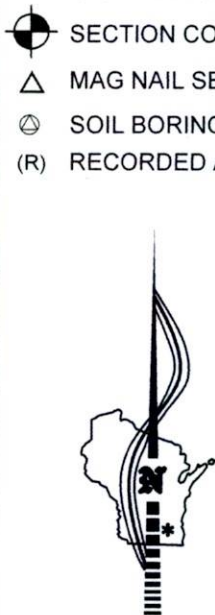
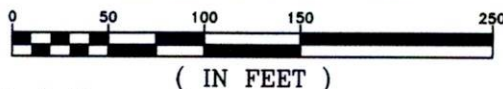
ATTACHMENTS

1. Yoder CSM 9 3 25
2. Yoder Application
3. Yoder County Approval

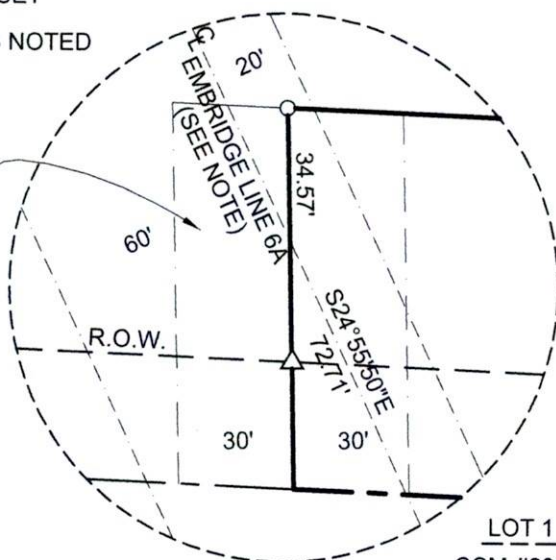
BEING A PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2386,
LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 21, T5N, R14E,
TOWN OF KOSHKONONG, JEFFERSON COUNTY, WISCONSIN.

LEGEND

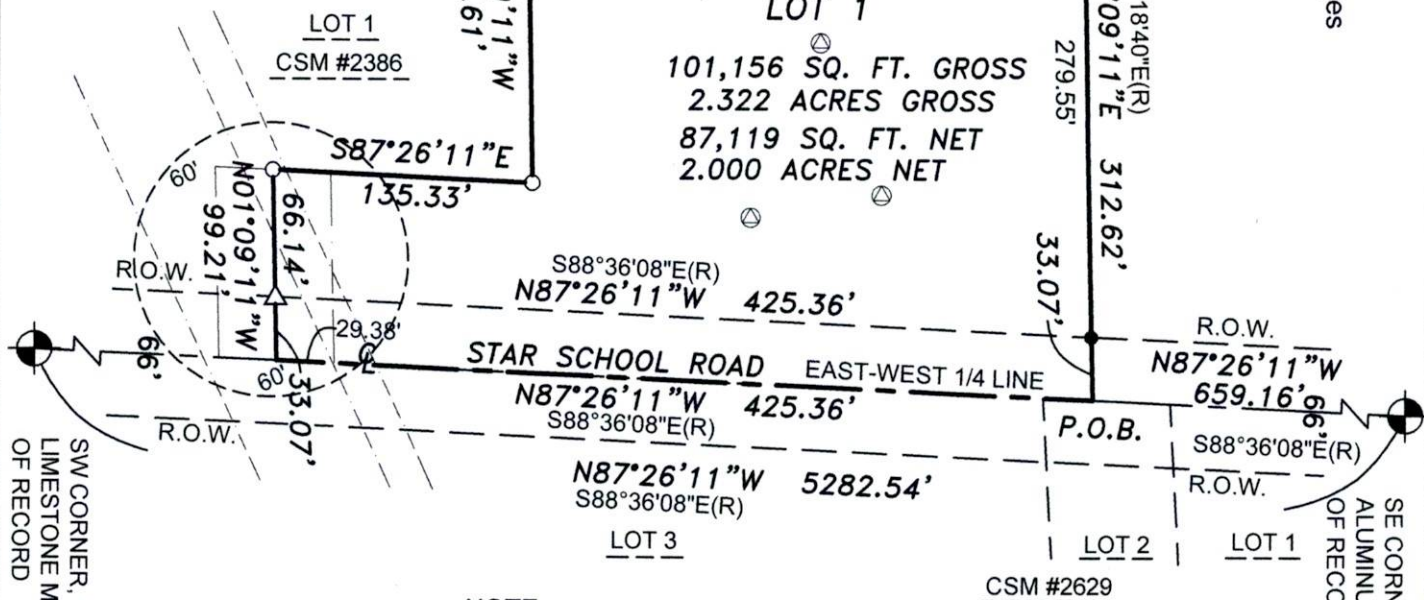
- 1" I.D. IRON PIPE FOUND
- 3/4"x18" IRON REBAR (1.502 lbs/lin ft)
w/ORANGE PLASTIC CAP STAMPED
'J.C. KANNARD P.L.S. S-2248' SET
- ⊙ SECTION CORNER FOUND AS NOTED
- △ MAG NAIL SET
- ⊗ SOIL BORING
- (R) RECORDED AS



PROPOSED SHARED
ACCESS EASEMENT BY
SEPARATE DOCUMENT



ALL; BEARINGS REFER TO THE EAST-WEST 1/4 LINE WHICH HAS AN ASSUMED BEARING OF N87°26'11"W



The Center Line of Embridge Line 6A determined from existing signs. Actual pipe location may vary. The pipeline Easement is defined by the location of original pipeline 6A, 20' Northeasterly and 60' Southwesterly. For field location contact Embridge at (855) 869-8261 or call Diggers Hotline 811.

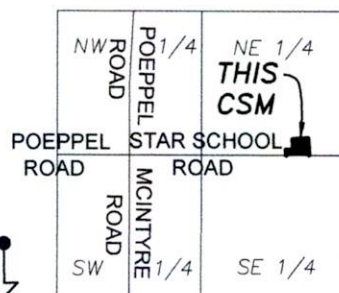
Ivan & Elizabeth Yoder
W6184 Star School Road
Fort Atkinson, WI 53538

SHEET 1 OF 2



262-495-4910
920-674-4884

Petition # R4550A-24 Zoning A-3
Check for subsequent zoning changes
with Jefferson County Zoning



LOCATION SKETCH
SECTION 21, T5N, R14E
NOT TO SCALE

CERTIFIED SURVEY MAP No. _____

BEING A PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2386, LOCATED IN THE SE 1/4 OF THE
NE 1/4 OF SECTION 21, T5N, R14E, TOWN OF KOSHKONONG, JEFFERSON COUNTY,
WISCONSIN.

SURVEYOR'S CERTIFICATE

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

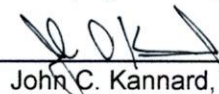
That I have surveyed, divided, mapped this Certified Survey Map being a part of Lot 1 of Certified Survey Map No. 2386, located in the SE 1/4 of the NE 1/4 of Section 21, T5N, R14E, Town of Koshkonong, Jefferson County, Wisconsin, bounded and described as follows:

Commencing at the Aluminum Monument that marks the Southeast corner of the NE 1/4 of said Section 21; Thence N87°26'11"W, along the East-West 1/4 line, a distance of 659.16 feet, to the Southeast corner of Lot 1 of Certified Survey Map No. 2386 as recorded in the Jefferson County Register of Deeds Office, in Volume 8 of Certified Survey Maps on Pages 233 & 234, as Document No. 863365, and to the POINT OF BEGINNING of the lands to be described: Thence continue N87°26'11"W, along said East-West 1/4 line, a distance of 425.36 feet; Thence N01°09'11"W, a distance of 99.21 feet, to a Set 3/4"x18" Iron Rebar (1.502 lbs/ lin ft) with an orange plastic cap stamped "J.C. Kannard P.L.S. S-2248" (Set 3/4" Rebar); Thence S87°26'11"E, a distance of 135.33 feet, to a Set 3/4" Rebar; Thence N01°09'11"W, a distance of 194.61 feet, to a Set 3/4" Rebar; Thence N88°50'49"E, a distance of 289.42 feet, to the East line of said Lot 1 and to a Set 3/4" Rebar; Thence S01°09'11"E, along the East line of said Lot 1, a distance of 312.62 feet, to the POINT OF BEGINNING, containing 101,156 square feet or 2.322 acres of land, more or less.

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

I further certify that I have made this survey and map under the direction of Ivan and Elizabeth Yoder, owners of said lands, and that this Certified Survey Map is a correct representation of the boundary surveyed and described and that I have complied fully with the provisions of Chapter 236.34 of the State of Wisconsin Statutes, Town of Koshkonong Code of Ordinances, City of Fort Atkinson Land Division and Development Ordinance, and the Subdivision Ordinance of Jefferson County, Wisconsin in surveying and mapping same.

Certified this 12th day of June, 2025
Revised this 3rd day of September, 2025


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

TOWN OF KOSHKONONG APPROVAL:

This Certified Survey Map is hereby approved by the Town of Koshkonong Town Board.

Dated this ____ day of _____, 2025

Kim Cheney, Town Chair



CITY OF FORT ATKINSON EXTRATERRITORIAL APPROVAL:

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

Dated this ____ day of _____, 2025

Rebecca Houseman, City Manager

PLANNING AND ZONING COMMITTEE APPROVAL:

This Certified Survey Map is hereby approved by the Planning and Zoning Committee of Jefferson County.

Dated this ____ day of _____, 2025

Matt Zangl, Director of Planning & Zoning



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): Ivan Yoder

Phone number: 920 723-8640 Email: _____

OWNER Name, company, and client (if applicable): _____
Ivan & Elizabeth Yoder

Phone number: 920 723-8640 Email: _____

Postal address for proposed CSM: _____
W6184 Star School Road

Parcel Identification Numbers Involved: _____
016-0514-2114-000

Brief description of proposed division or combination and purpose: _____
Create one 2.0 Acre Net (without road R.O.W.) rural residential parcel.

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)

**DECISION OF THE JEFFERSON COUNTY
PLANNING & ZONING COMMITTEE/COUNTY BOARD
ZONING AMENDMENTS
I. FINDINGS OF FACT:**

Petition #: R4550A-24 Township: Koshkonong
Site Inspection Date: 7/18/2024 Hearing Date: 8/15/2024
Petitioner Name: Ivan & Elizabeth Yoder
Property Owner(s): Ivan J & Elizabeth J Yoder
Property Location: W6184 Star School Rd

REZONING REQUEST:

To create a 2-acre A-3 residential building site at W6184 Star School Rd.

PARCEL(S) (PIN#): 016-0514-2114-000

PARENT PARCEL(S): *(See attached map)* PARCEL OF RECORD: *(See attached map)*

TOTAL CONTIGUOUS A-1 ACRES 40 ☒ Less than 50 ☐ More than 50

PREVIOUS A-3 LOTS CREATED FROM PARENT PARCEL: 0

LOTS AVAILABLE: Non Prime 3 or Prime 1

LOTS REQUESTED: 1-2.00 acre lot

☒ AGRICULTURAL PRESERVATION ☐ LIMITED SERVICE AREA ☐ LONG RANGE URBAN SERVICE AREA
☒ ENVIRONMENTAL CORRIDOR ☐ 15 YEAR GROWTH AREA ☐ RURAL HAMLET

SOIL TYPES: BpB, BoC

Class I 0 % Class II 0 % Class III 30 % Class III Non-Prime 70 %

Class IV 0 % Class V-VII 0 %

Cropland 0 % Woods 50 % Fallow/Pasture 0 % Existing Yard 50 % Slope >20 %

☐ FLOODPLAIN ☐ WETLANDS ☐ SHORELAND

ADJACENT LAND USE: A-1/A-3 Cropland & Residential

COMMENTS/ADDITIONAL INFORMATION RECEIVED AT PUBLIC HEARING:

- Access to remaining land? split with shared drive

TOWN BOARD RECOMMENDATION 6-12-2024 ☒ Granted ☐ Denied ☐ Tabled ☐ Not Received
Date

Note: Town Board recommendation does not constitute final county action. See Sec. III Order & Determination (pg. 2)

II. CONCLUSIONS

BASED UPON THE FINDINGS OF FACT, THE AMENDMENT FILE, SITE INSPECTION, PUBLIC HEARING, ZONING ORDINANCE, AND THE AGRICULTURAL PRESERVATION AND LAND USE PLAN, THE PLANNING & ZONING COMMITTEE CONCLUDES THAT THE PROPOSED ZONING AMENDMENT ☒ **Complies** ☐ **Does Not Comply**

AS A PRIME LOT _____ NON-PRIME LOT X LOT COMBINATION _____ FARM CONSOLIDATION _____

FOR THE FOLLOWING REASONS: The lot is using primarily non-prime soil that was pre-disturbed and there is no existing home site.

☒ The Jefferson County Planning and Zoning Committee finds this amendment meets the standards of 91.48 Wisconsin State Statutes and 11.11(c)6 of the Jefferson County Zoning Ordinance.

DECISION

III. ORDER & DETERMINATION

DECISION

Based on the findings of fact conclusions and the record herein, the committee recommends to the Jefferson County Board of Supervisors that the amendment be: ☒ **Granted** ☐ **Denied** ☐ **Postponed**

Motioned by: Nass 2nd by: Poulson Abstained _____

Vote: 5-0 Date: 8/26/2024

Note: If postponed, this amendment is not forwarded to the Jefferson County Board of Supervisors for action and may be required to go back to a public hearing.

Based on the Planning and Zoning Committee recommendation the Jefferson County Board of Supervisors:

☒ **Granted** ☐ **Denied** ☐ **Postponed** Date: 9/10/2024

If the requested amendment was granted, it is subject to the following: *(Check all that apply)*

☒ ACCESS APPROVAL BY MAINTAINING AUTHORITY

☒ RECEIPT OF SUITABLE SOIL TEST

☒ RECEIPT OF AND RECORDING OF THE FINAL CSM

☒ EXTRATERRITORIAL PLAT REVIEW

☒ REZONING SHALL BE NULL & VOID & OF NO EFFECT ONE YEAR FROM THE DATE OF COUNTY BOARD APPROVAL UNLESS ALL APPLICABLE CONDITIONS HAVE BEEN COMPLETED BY THAT DATE

☐ OTHER _____

☐ FILING OF AFFIDAVIT OF ZONING STATUS ON REMAINING LANDS
(SEE ATTACHED INSTRUCTION SHEET)

DATE: 9/11/2024

SIGNATURE: [Signature]

JEFFERSON COUNTY PRELIMINARY REVIEW FOR CERTIFIED SURVEY

Being a redivision of Lot 1 of Certified Survey Map No. 2386 located in the SE 1/4 of the NE 1/4 of Section 21, Township 5 N, Range 14 E,
Town of Koshkonong, Jefferson County, Wisconsin, on Parcel Number 016-0514-2114-000

Owners: Ivan & Elizabeth Yoder
Address: W6184 Star School Road
Fort Atkinson, WI 53538
Phone: 920 723-8640

In addition to the info required by Sec 236.34 of State Statutes, Sec. 15.04(f) of the Jefferson County Land Division/Subdivision Ordinance requires that the following be shown:

Date Submitted: _____
Revised: _____

Note to Be Placed on Final CSM

Petition # _____ Zoning _____

Check for subsequent zoning changes with Jefferson County Zoning Department.

Surveyor: **SOUTHWEST**
SURVEYING & ASSOCIATES, Inc.
W1065 COUNTY ROAD C1, HELENVILLE, WI 53137
762-495-4910
920-674-4884

☒ Rezoning

☐ Allowed Division within Existing Zone

☐ Form Consolidation

☐ 35+ Acre Lot In A-1 Zone

☐ Survey of Existing Parcel

☐ Existing buildings, watercourses, drainage ditches and other features pertinent to the proper division.

☐ Location of access to a public road, approved by the agency having jurisdiction over the road.

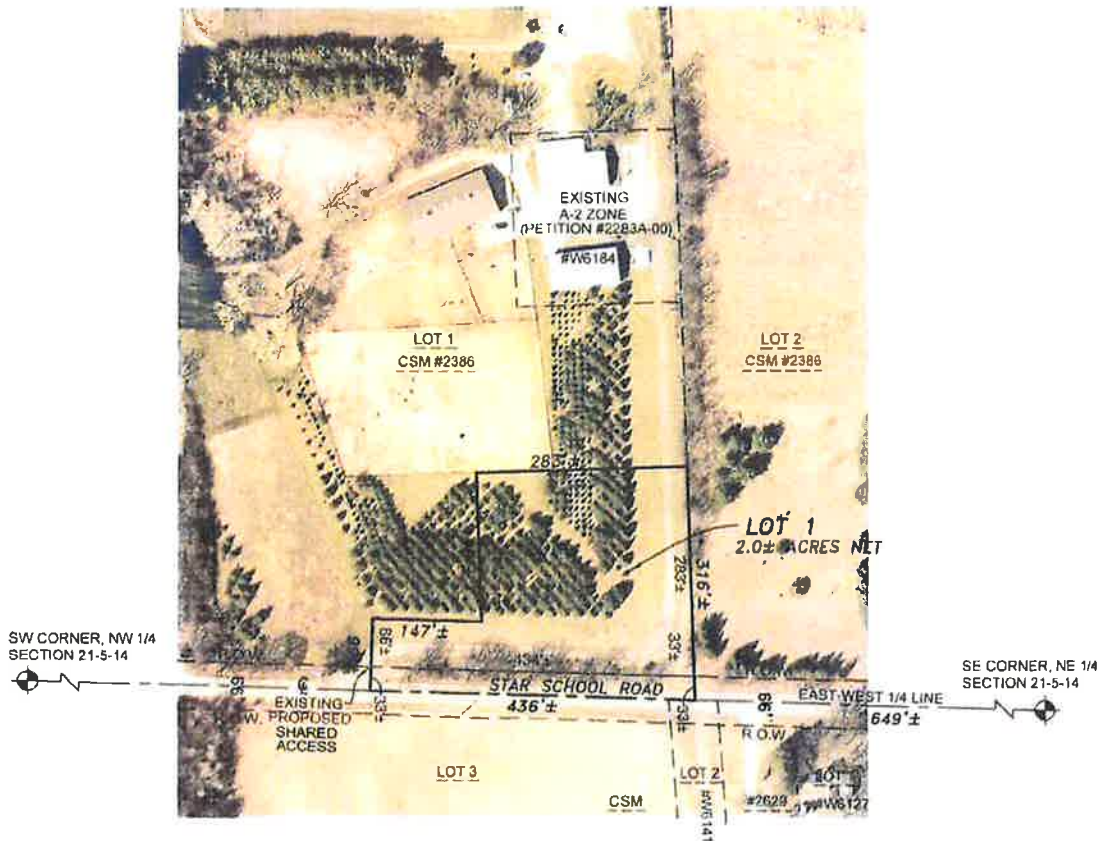
☐ All lands reserved for future public acquisition.

☐ Date of the map.

☐ Graphic Scale.

Intent and Description of Parcel to be Divided:

Create one 2.0± Acres Net (without road R.O.W.) A-3 zoned rural residential parcel.



NOTE:

This map was compiled from public data supplied by the Jefferson County Land Information Department and is not a substitute for an actual field survey and is limited by the quality of the data from which it was assembled. The dimensions are approximate and will vary upon an actual field survey. To be used for planning purposes only.

Town Board Approval Kim Cheney

Date: 6/12/2024

County Highway Approval (If Applicable)

Date: _____

Extraterritorial Approval (If Applicable)

Date: _____

County Surveyor Approval in the

Date: _____

Zoning Office Approval ma 31

Date: 9/14/24

Please submit one copy to Jefferson County Zoning, Room 201, Courthouse, 250 S. Main St, Jefferson Wisconsin 53548

SHEET 1 OF 1
DATE: MAY 22, 2024
JOB NO: Y-224107



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

MEMORANDUM

DATE: October 7, 2025

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

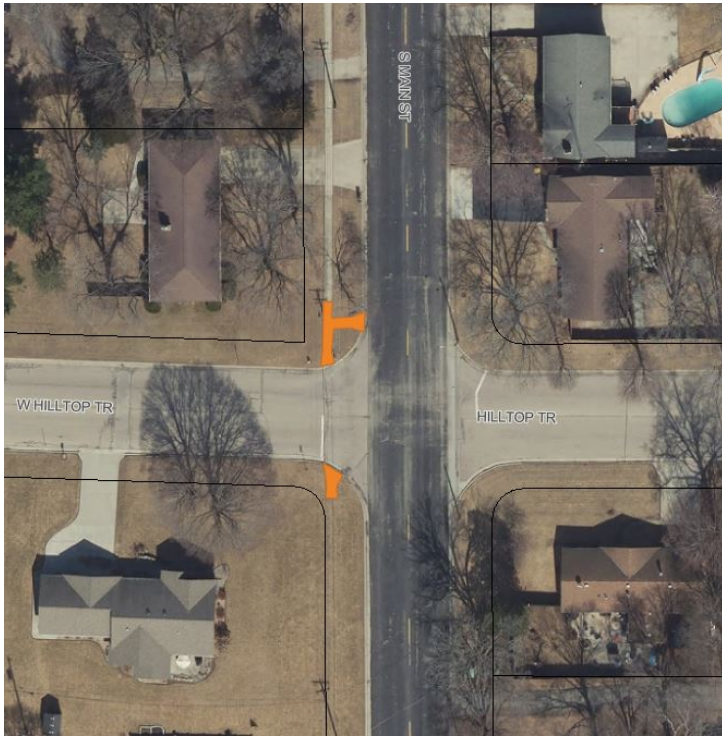
RE: Review and possible action relating to a contract to install concrete sidewalk and ramps on South Main Street at the intersections of Hilltop Trail and Talcott Avenue (Williamson, Public Works Operations Superintendent)

BACKGROUND

In 2024, the City Engineer applied for and received Wisconsin Department of Transportation Grant funds to facilitate the construction of a multipurpose path along the east side of S. Main St. from Rockwell Ave. to Hackbarth Road. As a result of this grant award, the City contracted MSA Professional Services Group to design and coordinate approval of the plans and specifications through the Wisconsin Department of Transportation. The project has been bid and awarded to Rock Road Construction for construction in 2026.

DISCUSSION

During the design and approval process, the Department of Transportation informed MSA that the City of Fort Atkinson would be required to improve the existing ADA Ramps and portions of the sidewalk along the west side of S. Main St. as shown in the exhibit below:



The above area shows the intersection of Hilltop Trail and S. Main St.



The above area shows the intersection of Talcott Ave and S. Main St.

Both of these areas now require improvements to portions of existing sidewalk, ADA crosswalk ramps and curb and gutter. This was not planned as a portion of the qualifying grant project but is required for the City to continue with the project planned for 2026 construction. The Public

Works Operations Division has prepared the areas for improvements by removing all the existing concrete sidewalks, ramps and curbs; and excavated suitable sidewalk bearing soil to assist in the progress of the project.

Staff reached out to two local ADA and sidewalk contractors and requested a proposal for forming, stone placement, and concrete finishing to meet the strict ADA requirements. Both firms responded with competitive proposals for this work. JW Schultz Construction, of Fort Atkinson, submitted a proposal for \$9,250.00 to complete this work, with the City supplying the detectable warning field plates and completing the final terrace restorations. R.R. Walton, of Whitewater, submitted a proposal for \$15,757.10, including providing detectable warning field plates.

Staff determined that it was necessary to obtain assistance from a concrete firm to complete the work prior to the winter, as the South Main Street construction project will begin right away in spring 2026.

FINANCIAL ANALYSIS

Staff budgeted \$14,000.00 for sidewalk concrete repairs in the 2025 General Fund Budget, account Sidewalks - Supplies 01-54-5444-0600. This account has funds available to award the low bidder, JW Schultz Construction, to complete this additional added project in 2025 and in anticipation of the 2026 S. Main Street Path and Roadway Project.

RECOMMENDATION

Staff recommends the City Council award the South Main Street Concrete Sidewalk and ADA Ramp Installation Contract to JW Schultz Construction for the amount of \$9,250.00 and authorize the City Manager to execute the contract.

ATTACHMENTS

1. Est_1732_from_RR_Walton__Company_Ltd._26812
2. JW Schultz - Fort Crosswalks

RR Walton & Company, Ltd.

1005 W. Main Street, Ste C
Whitewater WI 53190

Quote

Date	Quote #
9/25/2025	1732

Name / Address
City of Fort Atkinson Attn: Tom Williamson 101 N. Main St Fort Atkinson WI 53538

Rep	Project

Description	Qty	Total
TALCOTT AND HILLTOP		
Concrete curb		6,435.00
4' & 5' Concrete sidewalks 5" thick and ramps		7,000.00
Detectable warning fields		2,322.10
Exempt		0.00
Total		\$15,757.10

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@iwschultz.net

WE ARE MEMBERS OF LOCALS 139, 464 & 599

Date/Time: 9/26/2025

Project: Crosswalk Replacement

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	4-Inch Concrete Sidewalk & Ramps With Base Course Included	500	SF	9.50	\$4,750.00
2	30" Curb & Gutter With Base Course Included	100	LF	45.00	\$4,500.00
				Total	\$9,250.00

*** City To Perform All Removals And Excavation For Sidewalk And Curb Replacement

*** City To Supply DWF Plates

*** City To Do All Restoration

1 Mobilizations Have Been Included.

NO Bond Has Been Included

Exclusions:

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- \$.35 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.