



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

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

Meeting ID: 864 8395 3124

Passcode: 53538

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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 October 7, 2025 City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - b. Review and possible action relating to the **minutes of the October 14, 2025, Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - c. Review and possible action relating to **building, plumbing, and electrical permit report for September 2025** (Draeger, Building Inspector/Zoning Administrator)
 - d. Review and possible action relating to the City Clerk-issued **License and Permit Report for October** (Ebbert, Clerk/Treasurer/Finance Director)
 - e. Review and possible action relating to **City Sewer, Water, and Stormwater Utility**

Financial Statements as of September 30, 2025 (Ebbert, Clerk/Treasurer/Finance Director)

- f. Review and possible action on a **Special Event: Frosty Rock Challenge**, November 8, 2025, 7 a.m. - 11 a.m. (Ebbert, Clerk/Treasurer/Finance Director)

5. Public Hearings

- 6. Public Comment for Matters on the Agenda:** *The City Council will receive comments from City residents. Comments are generally limited to three minutes per individual. Anyone wishing to speak is required to sign up in advance or state the following items for the record when called upon: name, address, and contact information. No action will be taken on any public comments unless the item is also elsewhere on the agenda.*

7. Petitions, Requests, and Communications

- a. Presentation of the **MGT Classification and Compensation Study** for the City of Fort Atkinson (Rachel Skaggs, MGT)
- b. ATV/UTV Ordinance Six-month Review per Section 95-160 of the Municipal Code (Bump, Police Chief)

8. Resolutions and Ordinances

- a. Review and possible action relating to a **Resolution Adopting the 2026 Stormwater Utility Rate** (Navin, Director of Public Works)
- b. Review and possible action relating to a **Resolution Adopting the 2026 Wastewater Utility Rate** (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 a **Memorandum of Understanding** between the City of Fort Atkinson and the Fort Atkinson Historical Society relating to a 2026 payment in support of Hoard Historical Museum Operations (Houseman, City Manager)
- b. Review and possible action relating to **Mechanic Street Repair Proposal** from Forest Landscaping (Navin, Director of Public Works)
- c. Review and possible action relating to the purchase of a **Pierce PUC Pumper Rescue fire engine** through Reliant Fire Apparatus (Peterson, Fire Chief)
- d. Review and possible action related to approval of the **Maintenance Plan and**

Agreement between the City of Fort Atkinson and Margaret Schroeder and Paul Smyth for the Dwight Foster Public Library Native Wildflower and Prairie Restoration Project (Lippert, Library Director)

- e. Review and possible action relating to the **reconfiguration of the City Manager's office area and remodel of the Recreation Office** at the Municipal Building (Dayton, Parks and Recreation Director)
- f. Review and possible action relating to a **Certified Survey Map** for the property located at 1200 Janesville Ave. (Draeger, Director of Neighborhood and Building Services)
- g. Review and possible action relating to an **offer to purchase** 3,379 square feet of City-owned property along the Glacial River Bike Trail, adjacent to 1200 Janesville Ave. (Draeger, Director of Neighborhood and Building Services)

12. Miscellaneous

13. Public Comment for Matters Not on the Agenda: *The City Council will receive comments from City residents. Comments are generally limited to three minutes per individual. Anyone wishing to speak is required to sign up in advance or state the following items for the record when called upon: name, address, subject matter, and contact information. No action will be taken on any public comments.*

14. Claims, Appropriations and Contract Payments

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

15. Adjournment

Date Posted: October 17, 2025

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

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**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, OCTOBER 7, 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 Clerk/Treasurer/Finance Director, Director of Neighborhood Services, Director of Public Works, City Attorney, Public Works Superintendent, Fire Chief and Police Chief.

Excused absence: Cm. Johnson.

3. Pledge of Allegiance

President Jaeckel led the Pledge of Allegiance.

4. Consent Agenda

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

- 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

None.

6. Public Comment for Matters on the Agenda

A representative for Agenda Item #8.a. wanted to speak. However, they were not the property owner nor a City Resident as required by Ordinance.

7. Petitions, Requests, and Communications

None.

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)*

Director Draeger presented the item that was presented to the Plan Commission on September 23, 2025. 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 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.

Lescohier moved, seconded by Schultz to deny the request for a Zoning Map Amendment to change the zoning district for the property located at 525 Jefferson St. from Urban Mixed Use to Medium Industrial, based on its incompatibility with the Comprehensive Plan and Zoning Ordinance. Motion carried 4-0.

- 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)*

Director Navin stated that 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. 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.

Schultz moved, seconded by Huckabee to approve the resolution authorizing the Milwaukee Avenue West emergency storm sewer repair without competitive bidding. 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 Small Animal Collection Contract with the **Humane Society of Jefferson County** for 2026 (Ebbert, Clerk/Treasurer/Finance Director)*
Clerk/Treasurer Ebbert reviewed the annual contract with the Humane Society for small animal collection. 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. 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).

Huckabee moved, seconded by Schultz to authorize the City Manager to execute the agreement with the Humane Society of Jefferson County for 2026 at the discounted rate of \$34,105.53. Motion carried.

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)*

Chief Peterson stated that 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. 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.

Schultz moved, seconded by Lescohier to approve the agreement between the City of Fort Atkinson and the Fort Atkinson Firefighters Local 580 for the term of January 1, 2026 through December 31, 2029 and authorize the City Manager to execute the agreement. Motion carried.

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)*

Chief Bump provided 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.

Lescohier moved, seconded by Huckabee to approve the agreement between the City of Fort Atkinson and the Fort Atkinson Professional Police Association for the years January 1, 2026- December 31, 2028 and authorize the City Manager to execute the agreement. Motion carried.

- 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)*

Director Navin discussed that as part of the ongoing design 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. As a part of the change in engineering firms that was approved by the 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.

Huckabee moved, seconded by Schultz to approve the proposal from Quam Engineering for Banker Road Final Plat Services (Addendum #4) Ridge View Estates. Motion carried.

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

Director Navin discussed 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 eight contractors on September 23, 2025. Bid opening took place on October 3, 2025 at 10 am with two bids that were received. The City received 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.

Lescohier moved, seconded by Schultz to approve the Milwaukee Avenue W. Stormwater Sewer Emergency Repair and award the contract to Forest Landscaping and Construction at a cost not to exceed \$166,774 paid for with funds from the Stormwater Utility Fund. Motion carried.

- 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)*

Director Draeger provided that the Plan Commission reviewed this Certified Survey Map

application at a meeting on September 23, 2025 and recommended approval of the CSM. The property owner wants 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.

Huckabee moved, seconded by Schultz to approve the Extraterritorial Certified Survey Map for the property located at W6184 Star School Road in the Town of Koshkonong. Motion carried.

- 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)*

Superintendent Williamson discussed that 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. 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 project's progress. 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 project in 2025 and in anticipation of the 2026 S. Main Street Path and Roadway Project.

Schultz moved, seconded by Lescohier to award the contract to install concrete sidewalk and ramps on South Main Street at the intersections of Hilltop Trail and Talcott Avenue to JW Schultz Construction at an amount not to exceed \$9,250 and authorize the City Manager to execute the contract. Motion carried.

12. Miscellaneous

None.

13. Public Comment for Matters Not on the Agenda

Joan Fitzgerald, 545 Statford Court - Representative of the 46th Assembly District spoke on the State Budget.

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)*

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

15. Adjournment

Schultz moved, seconded by Huckabee to adjourn. Meeting adjourned at 8:01 pm.

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



**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, OCTOBER 14, 2025 – 4:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

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

2. Roll call

Present: Commissioners Ciccarelli, Kessenich, Manager Houseman and Director of Public Works Navin. Also present: Director of Neighborhood Services, City Clerk/Treasurer and City Attorney.

Absent: Schultz and Shull.

3. New Business

*a. Review and possible action relating to the **minutes of the September 23, 2025, Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*

Kessenich moved, seconded by Ciccarelli to approve the minutes of the September 23, 2025 Plan Commission meeting. Motion carried.

*b. Review and possible recommendation to the City Council relating to a **Certified Survey Map**, for the property located at 1200 Janesville Ave. (CSM-2025-09) (Draeger, Director of Neighborhood and Building Services)*

Director Draeger stated that the City staff received an application from ADAD Carwash LLC requesting approval of a Certified Survey Map (CSM) to combine their existing parcel with a small, unused portion of adjacent City-owned property located along the Janesville Ave portion of the bike path. The current property owner purchased the car wash business and site unaware that a portion of the existing queuing lane had been constructed on City-owned property by a previous owner. Additionally, the current site layout does not meet the required setback for paved surfaces under the applicable zoning district standards. The distance from the existing pavement to the bike path is approximately 25 feet. The existing property line is located 40 feet from the bike path, and if approved, the new property line would be 15 feet from the bike path. It should be noted that the current separation between the two paved surfaces will not, and cannot, legally change due to the required 10-foot buffer for paved areas. The portion of City-owned property to be purchased is approximately 3,379 square feet. The owner submitted an offer to purchase the area at \$0.50 per square foot (\$1,689.50 total), and the City countered at \$1.50 per

square foot (\$5,068.50 total). Approval of the proposed CSM would facilitate the future sale and transfer of the City-owned land to the business owner, thereby correcting the encroachment, establishing proper lot boundaries, and allowing the current property owner to reopen the vacant car wash business.

Ciccarelli moved, seconded by Kessenich to recommend the City Council approve this Certified Survey Map facilitating the sale of 3,379 square feet of City-owned property adjacent to the existing car wash site, with the following conditions:

- Apply an area inset map to the Final Certified Survey Map, and
- Any other comments from the Plan Commission.

Motion carried.

c. *Update on previously approved projects (Houseman)*

4. Adjournment

Kessenich moved, seconded by Ciccarelli to adjourn. Meeting adjourned at 4:08 pm.

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



Permit Report

09/01/2025 - 09/30/2025

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

9/23/2025	25789	744 Jones Ave	Dan Garity	Commercial/ Industrial	Boiler Room addition	200,000	\$512.60
							\$512.60

Group Total: 1

Group: Deck

9/23/2025	25790	675 W Blackhawk Dr	Jim Majewski	Deck	remodel of existing deck	2,500	\$125.00
9/8/2025	25725	600 Coventry Cir	THOMAS R CARL	Deck	Replace existing deck withg new in exact same footprint	20,000	\$175.00
							\$300.00

Group Total: 2

Group: Demo/Raze

9/26/2025	25798	1123 Harriette St	Ryann Bixler	Demo/Raze	Structure destroyed in fire	0	\$85.00
9/18/2025	25769	313 Madison Ave	Kwik Trip Inc	Demo/Raze	Raze Gas Island canopy and fuel tanks; NOT THE BUILDING	2,500	\$135.00
							\$220.00

Group Total: 2

Group: detached garage

9/23/2025	25792		MIchael Clary	detached garage	Replacement of Detached Garage	27,000	
9/12/2025	25750		Sam Lombardo	detached garage	East side of house	30,000	
9/9/2025	25737	306 Jones Ave	Richard L Riedel	detached garage	move bilco door/create new entrance, Remove existing roof structure and replace with trusses.	26,600	\$165.00
							\$165.00

Group Total: 3

Group: Early Start

9/8/2025	25728	744 Jones Ave	Dan Garity	Early Start	Early Start - Footings and Foundation	200,000	\$260.00
							\$260.00

Group Total: 1

Group: Electrical

9/20/2025	25773	208 S Third St E	Mike McGee	Electrical	Partial Rewire of first floor area. •	4,500	\$100.00
9/19/2025	25771	1280 Commonwealth Dr	Unknown	Electrical	15 outlets and 10 lights	2,400	\$60.00
9/19/2025	25770	603 Van Buren St	Robert J Farrell Trust	Electrical	WIRE DETACHED GARAGE TO CODE	1,000	\$60.00
9/18/2025	25765	1409 Greene St	Ben Dauck	Electrical	sub panel and ev charger 60a	2,800	\$65.00
9/15/2025	25759	600 Coventry Cir	Thomas R Carl	Electrical	Outlets on exterior deck (3 openings)	300	\$60.00
9/12/2025	25748	831 Whitewater Ave	Ryan Ebert	Electrical	Trench power to shed & wire shed	6,490	\$75.50
9/11/2025	25743	518 Adams St	Jessica Parry	Electrical	Various inspection corrections - estimate attached.	4,750	\$60.00
9/11/2025	25742	806 Caswell St	BRIAN & REBECCA ZAHN	Electrical	PANEL UPGRADE	2,000	\$80.00
9/10/2025	25739	419 W Hilltop Tr	SEAN MCKENZIE	Electrical	METER REPLACEMENT	1,200	\$60.00
9/9/2025	25738	110 Lucile St	Dan Lenz	Electrical	Adding power to detached garage	2,566	\$60.00
9/9/2025	25732	611 E Sherman Ave	Fort Healthcare	Electrical	Install new electrical equipment for sterile processing dept Proj# HC00003323	133,713	\$384.75
9/2/2025	25714	28 W Milwaukee	WD Hoard	Electrical	Wire A/C and RTU	2,290	\$60.00
							\$1,125.25

Group Total: 12

Group: Fence

9/18/2025	25768	900 Dempster St	Jason Merrill	Fence	4' BlackChain link fence installation with 3 gates - 191' total	6,740	\$60.00
9/15/2025	25756	1104 Monroe St	Timothy Miller	Fence	Chain Link Fence in the backyard	2,000	\$60.00
9/9/2025	25731	427 Washington	Kristen Masters	Fence	Adding a privacy fence to the back and sides of the property	4,438	\$60.00
9/2/2025	25715	1607 Jamesway	Cheryl Feller	Fence	7x7 shed on concrete and privacy fence in backyard	15,000	\$85.00
9/1/2025	25709	614 Riverside Dr	Emma Davis-Zweig	Fence	Fence around front and side yards still with majority visibility and under 4 feet tall	2,500	\$60.00
							\$325.00

Group Total: 5**Group: HVAC**

9/29/2025	25800	1710 Montclair Pl	NELL GULL & KEN MAULE	HVAC	ADDING SUPPLIES AND RETURNS 800 SQUARE FEET	7,000	\$100.00
9/23/2025	25788	1410 Commonwealth	CAROL ANN CHRISTIE	HVAC	REPLACE A/C	0	\$70.00
9/23/2025	25787	1207 Talcott St.	BEN KRAUSE	HVAC	REPLACE 2 FURNACES	0	\$105.00
9/23/2025	25786	1230 S. Main St.	ERNIE WITZKE	HVAC	REPLACE FURNACE AND A/C	0	\$105.00
9/23/2025	25785	721 Caswell St.	RON REYNOLDS	HVAC	REPLACE FURNACE AND A/C	0	\$105.00
9/23/2025	25784	31 Elm St.	LISA MCCUE	HVAC	REPLACE FURNACE AND A/C	0	\$105.00
9/23/2025	25783	210 Nadig Dr.	DEB MILAN	HVAC	REPLACE FURNACE AND A/C	0	\$105.00
9/22/2025	25776	622 Maple St	Loos Homes	HVAC	Res NSF	12,000	\$296.15
9/22/2025	25774	612 Maple St	Loos Homes	HVAC	Res NSF	13,000	\$324.85

9/18/2025	25767	265 Heritage Dr	Tim Mephram	HVAC	New HVAC system and ducting for 1/2 of duplex	0	\$266.40
9/17/2025	25763	263 Heritage Dr	Tim Mephram	HVAC	New HVAC system and ducting for 1/2 of duplex	0	\$266.40
9/9/2025	25735	28 W Milwaukee Ave	W D Hoard	HVAC	Replace AC	0	\$70.00
9/5/2025	25724	1265 Madison Ave	ARC AAFTAW1001 LLC	HVAC	Replace 1 RTU like for like	15,000	\$85.00
							\$2,003.80

Group Total: 13

Group: New Single Family

9/11/2025	25744	622 Maple St	LOOS CUSTOM HOMES LLC.	New Single Family	NEW SINGLE FAMILY	227,220	\$3,643.25
9/9/2025	25736	612 Maple St	LOOS CUSTOM HOMES LLC.	New Single Family	NEW SINGLE FAMILY	237,580	\$3,558.50
							\$7,201.75

Group Total: 2

Group: Other

9/25/2025	25797	701 N Main St	Eudelia Garcia	Other	Siding replacement	31,211	\$60.00
9/22/2025	25778	1212 Greene St	SETH ELSNER	Other	REMOVE LB WALL AND INSTALL HEADER ADDITIONAL WORK GETTING DONE IS ENTIRE FLOOR REMOVED AND NEW LVP FLOORING. THERE IS A SEPERATE CONTRACTOR CONDUCTING CABINET INSTALL AT SAME TIME.	18,000	\$60.00
9/2/2025	25716	1660 Endl Blvd	St Josephs Congregation	Other	Installation of security door	25,000	\$185.00
							\$305.00

Group Total: 3

Group: Plumbing

9/29/2025	25801	1710 Montclair Pl	GULL, NELL & MAULE, KEN	Plumbing	INSTALL TOILET, LAVATORY, SHOER AND BAR SINK	3,600	\$62.20
9/22/2025	25781	622 Maple St	Loos Homes	Plumbing	sewer & water laterals	3,000	\$200.00
9/22/2025	25777	622 Maple St	Loos Homes	Plumbing	Res NSF	14,000	\$218.15
9/22/2025	25775	612 Maple St	Loos Homes	Plumbing	Res New Single Family	16,000	\$245.85
9/17/2025	25762	263 Heritage Dr	Timm Mephram	Plumbing	New Home Plumbing	25,000	\$220.40
9/15/2025	25760	263 Heritage Dr	Timm Mephram	Plumbing	New Home Plumbing	25,000	\$220.40
9/15/2025	25758	612 Maple St	Loos Homes	Plumbing	outside sewer & water laterals	2,500	\$200.00
9/15/2025	25752	328 Grove St	Tina Vrana	Plumbing	Removing Two water meters	0	\$60.00
9/1/2025	25708	404 Frederick Ave	Tim & Julie Wilson	Plumbing	2nd floor tub to tub replacement, same size and location	705	\$60.00
							\$1,487.00

Group Total: 9

Group: Pool/Hot Tub

9/2/2025	25710	626 Short St	Margaret (Peggy) Huckabee	Pool/Hot Tub	24' Pool install and gas hook-up by Mr. Plumber, Mario Rodriguez, Electric - Edwin S Letts	4,200	\$130.00
							\$130.00

Group Total: 1

Group: Private Driveway

9/23/2025	25791	313 Madison Ave	Kwik trip Inc	Private Driveway	we are demoing canopy and removing fuel tanks and capping this area with asphalt per city requirements. all work will be on our property there is no work in ROW	5,000	\$50.00
9/10/2025	25740	801 Janesville Ave	Dave Squared, LLC	Private Driveway	Pulverize, and pave parking lot.	194,290	\$100.00

					Remove two areas of concrete, and pave. (61,220 sq. ft.)		
9/9/2025	25733	413 N Third St	Micah Forrest	Private Driveway	Additional parking, to the left of driveway, paver blocks to be used. new area must stay a minimum of 3' from the property line. No parking is allowed in the front yard.	500	\$50.00
9/8/2025	25729	605 Chippewa Ct	Ryan Bergey	Private Driveway	Driveway expansion to the East	2,000	\$50.00
							\$250.00

Group Total: 4

Group: Right of Way Opening Permit

9/22/2025	25780	1642 Janesville Ave to 1661 Janesville Ave		Right of Way Opening Permit	Directional boring to extend our plant.		
9/22/2025	25779	1357 MARIGOLD DRIVE		Right of Way Opening Permit	NEW GAS SERVICE WR#5123322		
9/19/2025	25772	321 Wilcox St	Ultimate Excavating Inc	Right of Way Opening Permit	Driveway	0	\$50.00
9/18/2025	25766	715 Short Street	Ellen Crane	Right of Way Opening Permit	4' Carriage walk	1,500	\$50.00
9/15/2025	25753	BANKER RD, APPROX. 80' SOUTH OF HOARD RD		Right of Way Opening Permit	A05BC9Q - ADJUST CABLE DEPTHS IN CONFLICT WITH NEW STORM SEWER. SEE PRINTS.	0	\$50.00
9/14/2025	25751	212 South Third St East	Gary Teubert	Right of Way Opening Permit	Replace front stoop front walk and sidewalk	3,000	\$50.00
9/12/2025	25749	1355 TRILLIUM DR		Right of Way Opening Permit	PRIMARY EXTENSION W/TRANSFORMER WR#5106425	0	
9/12/2025	25747	75 Lucille Street	Lee Heinz	Right of Way Opening Permit	concrete driveway, City Walk	0	\$50.00

9/12/2025	25746	113 Wilson Avenue	John Anderson	Right of Way Opening Permit	driveway, city approach	25,000	\$50.00
9/12/2025	25745	Lexington Courts community building	Lexington Courts	Right of Way Opening Permit	Excavation of parking lot at 4" and replace with 4". No base is being planned to be removed.	21,000	\$50.00
9/10/2025	25741	925 Lexington Blvd	TDS Telecom	Right of Way Opening Permit	boring 391' new 1.25" HDPE conduit, pulling fiber	0	
9/8/2025	25726	1355 TRILLIUM DR	Ridgeview Apartments	Right of Way Opening Permit	NEW GAS SERVICE-WR#5112920	0	\$50.00
9/4/2025	25723	933 Erick St	Justin Hacht	Right of Way Opening Permit	Driveway	0	\$50.00
9/4/2025	25722	919 Erick Street	Troy	Right of Way Opening Permit	Driveway	0	\$50.00
							\$500.00

Group Total: 14

Group: Roofing/Siding

9/29/2025	25814	900 Grove St		Roofing/Siding	Replace Roof sheeting and shingle	30,000	\$60.00
9/30/2025	25813	904 Grove St		Roofing/Siding	Replacing Roof sheeting and shingles	30,000	\$60.00
9/30/2025	25805	1308 Erick St	Jeffrey Marquart	Roofing/Siding	Roofing, siding, windows, doors, and gutters	55,419	\$60.00
9/30/2025	25804	1213 Arndt St	Misael Cortes	Roofing/Siding	Remove & replace roofing and siding	12,291	\$60.00
9/29/2025	25802	508 Frederick Ave	Brad Wilcox	Roofing/Siding	Replacing Shingles on Roof	18,000	\$60.00
9/25/2025	25795	118 S Third St W	Angel Meyo	Roofing/Siding	Some siding on house and enclose garage	13,000	
9/24/2025	25793	213 E Sherman Ave	John Ciccarelli	Roofing/Siding	Front Porch Roof Replacement	29,500	\$110.00
9/22/2025	25782	615 Madison Ave	McCulloch Properties LLC	Roofing/Siding	New Shingles on shop area	10,000	\$100.00
9/17/2025	25764	501 E Sherman Ave	Margaret Schroeder	Roofing/Siding	Roof Replacement	24,679	\$60.00

9/15/2025	25757	427 Whitewater Ave	Kevin Thompson	Roofing/Siding	Siding replacement	27,039	\$60.00
9/15/2025	25755	1121 Charles St		Roofing/Siding	Re Shingle Roof	10,000	\$60.00
9/15/2025	25754	330 Foster St	Phillip Wesa	Roofing/Siding	Re shingle Roof	20,000	\$60.00
9/9/2025	25734	601 N Main St	Jeff Jones	Roofing/Siding	Adding steel roofing	0	\$60.00
9/9/2025	25730	801 W Blackhawk	Duane Nordness	Roofing/Siding	Roof Replacement	15,000	\$60.00
9/8/2025	25727	327 Grove St	Jeff Markham	Roofing/Siding	Remove and replace shingle roof and flat roof	7,920	\$60.00
9/4/2025	25720	1600 Stacy Ln	Joann Rose	Roofing/Siding	Roof Replacement	35,950	\$60.00
9/3/2025	25717	1300 Farmco Ln	City of Fort Atkinson	Roofing/Siding	Reroof	192,750	\$100.00
9/2/2025	25711	523 Brighton Way	Cindy Miller	Roofing/Siding	Roof Replacement	12,711	\$60.00
							\$1,150.00

Group Total: 18

Group: ROW and Driveway

9/2/2025	25712	408 Curtis Cr	Betty Strese Trust	ROW and Driveway	driveway and apron replacement with concrete	2,500	\$50.00
							\$50.00

Group Total: 1

Group: Sign

9/17/2025	25761	905 Madison Ave	Steve Doemel	Sign	Will be replacing the two acrylic faces in the existing illuminated cabinet sign. The cabinet, structure, and electrical components will remain unchanged. Attached is a picture of the existing sign as well as the artwork for the new faces.	3,100	\$90.00
							\$90.00

Group Total: 1

Group: Single Family Alteration/Addition

9/29/2025	25803	1125 Greene St	Chris Ott	Single Family Alteration/Addition	Interior Remodel with new garage and addition	250,000	
9/25/2025	25796	303 Memorial Dr	Mike Baker	Single Family Alteration/Addition	3 season porch	15,000	\$146.00
9/4/2025	25721	1710 Montclair Pl	Lorraine Nellen Gull	Single Family Alteration/Addition	Basement Finish	45,000	\$381.25
9/2/2025	25713	207 Adams St	Douglas Coons	Single Family Alteration/Addition	Repairs to building foundation. structural replacements to rotted framing members.	5,000	\$85.00
							\$612.25

Group Total: 4**Group: Windows/Doors**

9/4/2025	25719	413 Heth St	Karen Haubenschild	Windows/Doors	3 vinyl replacement windows wrap outside trim boards with aluminum wrap	2,586	\$60.00
9/1/2025	25707	404 Frederick Ave	Tim & Julie Wilson	Windows/Doors	Adding (1)DH window to bathroom, same size as kitchen window, no electrical work needed	1,236	\$60.00
							\$120.00

Group Total: 2**Group: Zoning**

9/3/2025	25718	1125 Greene St	Chris Ott	Zoning	Zoning permit for Home alteration and driveway alteration	200,000	\$135.00
							\$135.00

Group Total: 1

							\$16,942.65
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Total Records: 99**10/6/2025**


Jedidiah Draeger
Director, Neighborhood and Building Services



MEMORANDUM

DATE: October 21, 2025

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

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

BACKGROUND

The following is a list of the Licenses and Permits issued by the City Clerk for the period of September 16, 2025 through October 21, 2025 per the City of Fort Atkinson Municipal Code of Ordinances.

DISCUSSION

BEEKEEPING

None

OPERATOR

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

Applicant		Place of Employment	Recommended Approval by Police Department	Cost
Nicole	Frank	Paddys, 10-62, and Paddyshack	Y	\$25
Megan	Sweney	Proof Speakeasy	Y	\$25
Thomas	Sweeney	Creamery 201	Y	\$15
Christina	Sweeney	Creamery 201	Y	\$15
Danielle	Thorman	Festival Foods	Y	\$15
Alexis	Dudzek	Proof Speakeasy	Y	\$15
Autumn	Barrett	Paddyshack & Paddys	Y	\$15
Nazier	Jones	Fort 88 Smokehouse	Y	\$15
Kendra	Ace	Country Inn & Suites	Y	\$15
Kelly	Roehl	El Patron	Y	\$25
Monica	Marcott	Country Inn & Suites	Y	\$15

MOBILE MERCHANT

David	Rabl	Rabl Trees – Frostie Freeze	Y	\$50
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DOOR-TO-DOOR RESIDENTIAL / DIRECT SELLER

Andrew	Grover	Charter Inc	Y	\$50
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FINANCIAL ANALYSIS

In accordance with the City's Ordinances and Fee Schedule, a total of \$180.00 was collected for Operator's licenses, \$50 for Mobile Merchant Permits, and \$50 for Direct Seller's Permits.

RECOMMENDATION

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

ATTACHMENTS

None



MEMORANDUM

DATE: October 21, 2025

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Frosty Rock Challenge, November 8, 2025, 7 a.m. - 11 a.m. (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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

DISCUSSION

Event: Frosty Rock Challenge

Date: Saturday, November 8, 2025

Location: Fort Atkinson High School/5k Route through neighboring streets/12k Route on Hoard Rd. to Dorothy Carnes Park

Contact Person: Erin Nichols

Hours of Event: 7:00 am to 11:00 am

Set Up: 6:00 am

Tear Down: 11:00 am

Estimated Number of Attendees: 300

Event information was routed to Departments without comments or concerns.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Frosty Rock Challenge, November 8, 2025 at the Fort Atkinson High School, neighboring streets/12k Route on Hoard Rd. to Dorothy Carnes Park.

ATTACHMENTS

1. FROSTY ROCK CHALLENGE 2025 APP



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

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

Contact Person for Event: **Erin Nichols**

Phone Number:

Email: **eringus2002@yahoo.com**

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

Phone: **920-650-3224**

Email:

Special Event Details

Event Name: **Frosty Rock Challenge**

Event Date (mm/dd/yyyy): **Saturday, November 8, 2025**

Event Location: **Fort Atkinson High School: 5K route through neighboring streets and 12K route on Hoard Rd to Dorothy Carnes Park**

Estimated Number of Attendees: **300**

Hours of Event: **7:00am-11:00am**

Event Setup Time: **6:00am-7:00am**

Event Tear Down Time: **11:00am-12:00pm**

Event Description: The Frosty Rock Challenge was started in 2013 to provide the community a low cost opportunity to compete/participate in an organized fitness event. The Rotary Club of Fort Atkinson took over this event from Fort HealthCare, starting in 2024. This race will be a low cost family-friendly event consisting of a 12K race, 5K run/walk and 1 mile kids fun run. Prizes will be awarded to top place finishers of the 12K and 5K races. Proceeds from the event will go towards service projects conducted locally and globally by the Fort Atkinson Rotary Club.

Goal/Purpose of Event: **Raise funds for the Fort Atkinson Rotary Club to support our mission of making positive changes in our community and the world.**

Attach a map of the event including:

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

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

Check all applicable boxes:

☐ I am renting a city park

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

☐ I am renting city equipment

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

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

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

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

Additional Garbage/Recycling Can* Qty ____

Barricades* Qty ____

Traffic Cones* Qty ____

☐ Electrical Access

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

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

Continued

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

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

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

☐ I will be selling beer and/or wine* Alcohol license and licensed bartender(s) required. Contact City Clerk (920) 397-9901 prior to submitting this application.
*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.

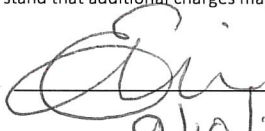
☐ I will be erecting a tent, canopy or other temporary structure.*
*Event coordinator is responsible for ensuring that the temporary structure is safely installed. Event Coordinator is required to contact Diggers Hotline at least 4 business days prior to the event. Diggershotline.com, 1-800-242-8511

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

By signing, I agree to the following statements:

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

Responsible Party Signature:


9/10/2025

Submission Date:

For Office Use Only:

Date Received: _____

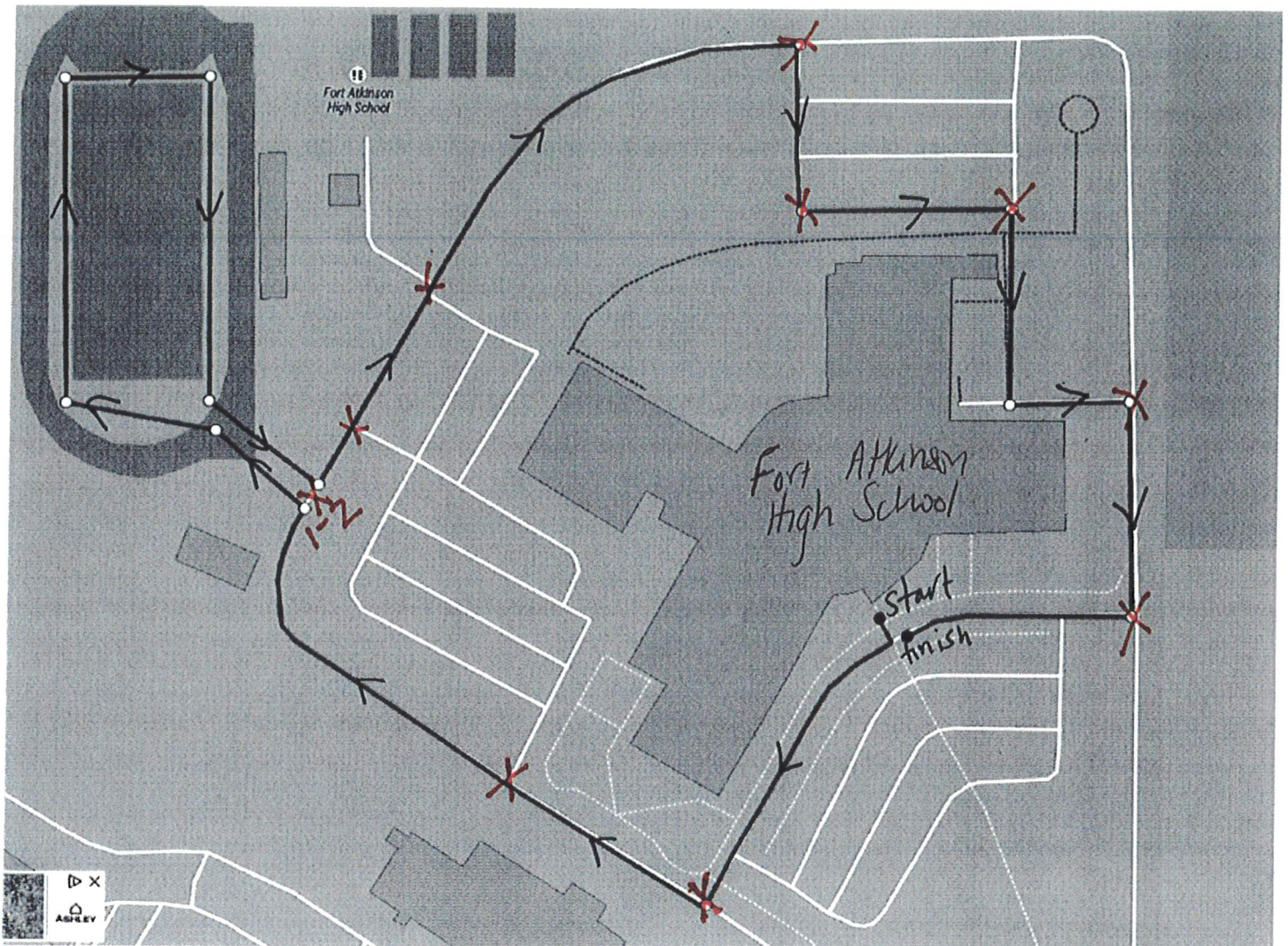
Date Paid: _____

Council Approval / Denial Date: _____

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

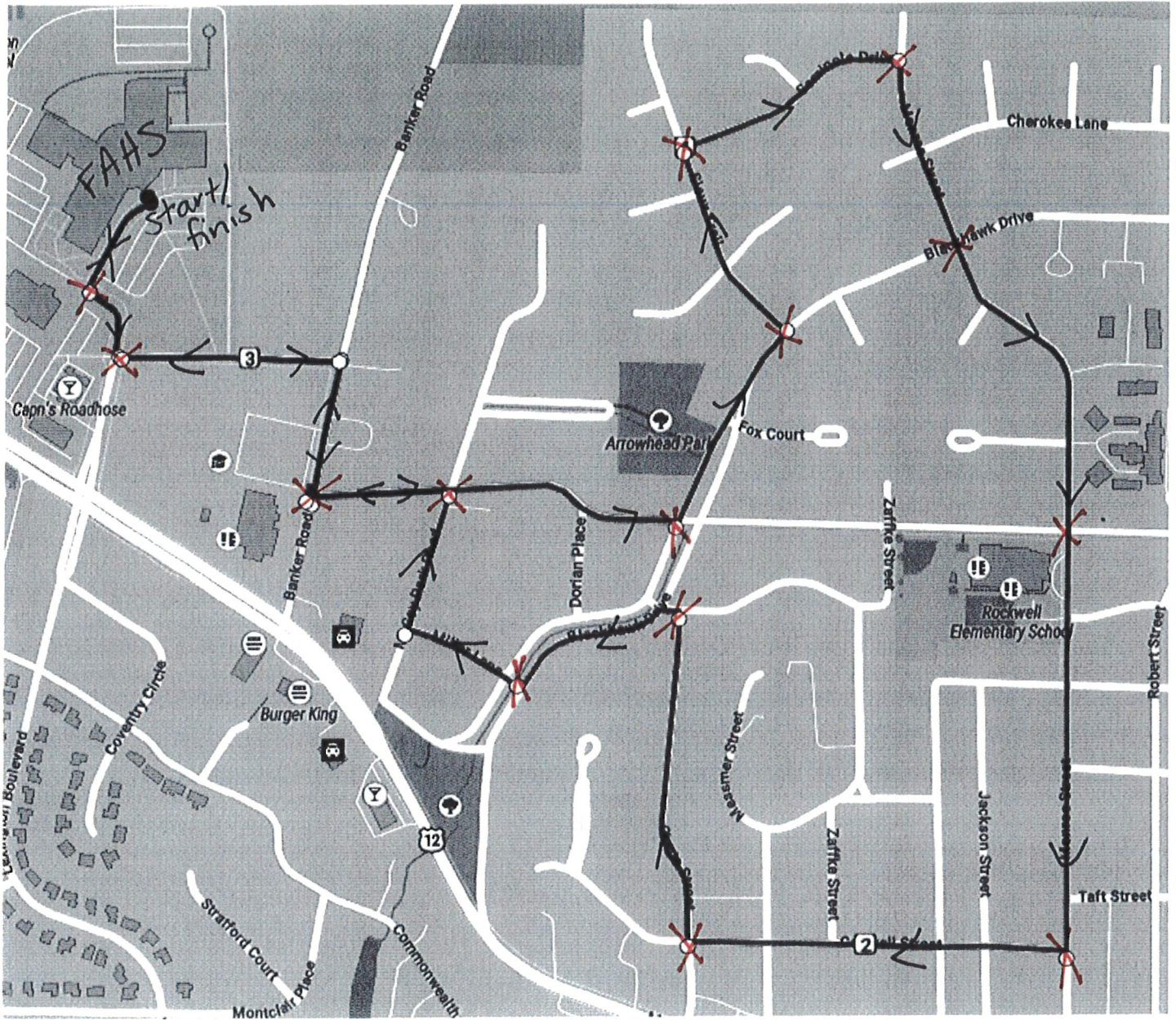
Event Stipulations:

Frosty Rock Challenge 1 Mile Fun Run



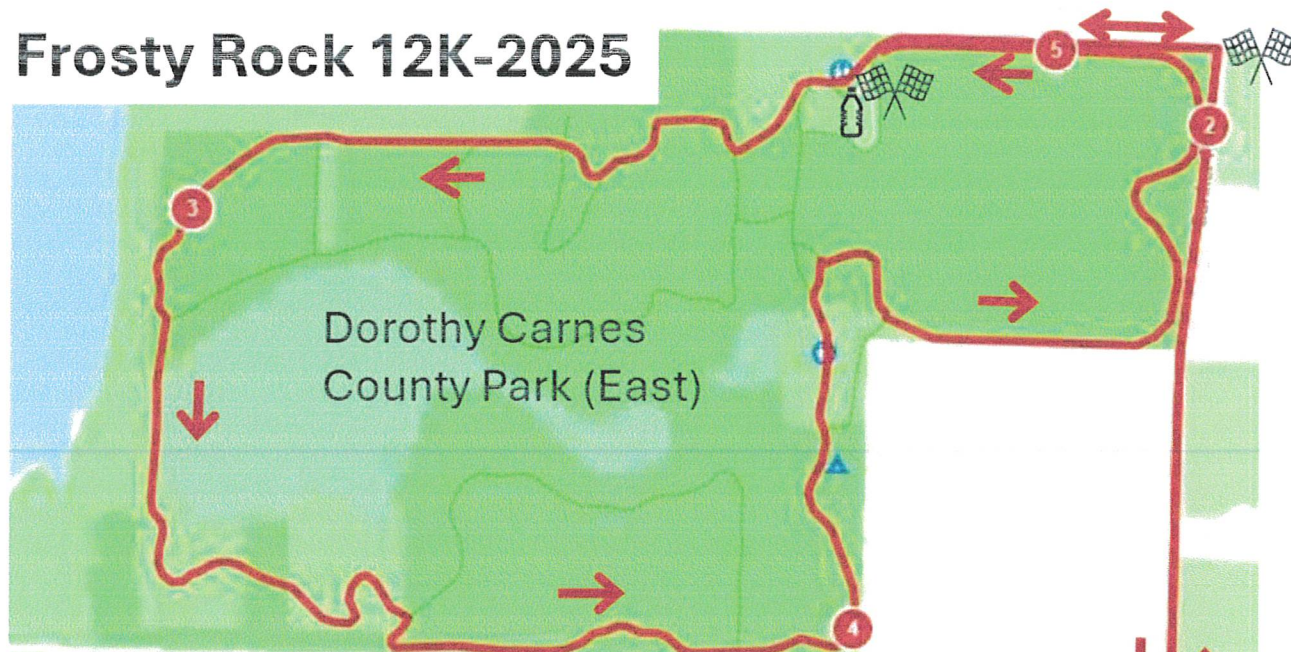
X - volunteer location
< - course direction

Frosty Rock Challenge 5K



x- volunteer location
>- course direction

Frosty Rock 12K-2025



- **Start/Finish** in front of Fort Atkinson High School entrance
 - Run clockwise on school drive, then turn left through gate into practice fields and head north towards Hoard Rd
 - Turn right onto Hoard Road
 - **STAY on SOUTH SIDE of Hoard Rd** (marked by cones/signs)
 - Cross Hoard Road just before the intersection with Banker Road
 - **STAY on WEST SIDE of Banker Rd** (marked by cones/signs)
 - Turn into Dorothy Carnes Park East and follow signs
 - Counter-clockwise loop through park
 - Exit Dorothy Carnes Park and return to finish by the same route...
 - **STAY on same SIDE of the roads as on the outbound route**
- Mile markers shown; = Volunteer; = Water**



x = Additional Volunteers



Draft Report
SEPTEMBER 2025

Classification and Compensation Study

Submitted by:

RACHEL KING
PROJECT MANAGER
4320 WEST KENNEDY BLVD, SUITE 200
TAMPA, FLORIDA 33609
RKING@MGT.US

City of Fort Atkinson, WI

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EXECUTIVE SUMMARY

MGT is pleased to have had the opportunity to work with the City of Fort Atkinson on this Classification and Compensation Study. Human resource management is a significant concern as governmental services continue to increase in cost and complexity, and the resources to fund local governments are constrained. Day-to-day operations present challenging administrative problems in planning, organizing, and directing human resource functions in order to achieve maximum efficiency and effectiveness in the delivery of municipal services. A properly developed and administered Classification and Compensation Plan forms the foundation for meeting these challenges. It helps to ensure that the City can not only recruit the best and brightest employees but can also retain those employees, even in a competitive marketplace. By retaining qualified, experienced employees, the City avoids the costs of re-recruitments and lost productivity while maximizing the benefits of the investments it has made in employees and the institutional and community knowledge acquired by those employees over their tenures.

MGT understands the high expectations established in Fort Atkinson for service delivery and competitiveness in recruiting and retaining excellent employees. These factors have been considered in the analysis and reflected in the Study results.

A Classification and Compensation Study encompasses a significant amount of information that can be time-consuming to condense and organize into an abbreviated format. Therefore, MGT has compiled this Executive Summary in order to provide a quick synopsis regarding the major components, findings, and recommendations of this Study. The purpose of a well-designed Classification and Compensation Study is twofold. First, it establishes internal equity (ranking) among employees across Departments in the City. Second, it assures external equity/competitiveness by comparing the compensation of Fort Atkinson employees against market data. The following is a brief overview of the process:

Job Evaluation Analysis and Job Classification System

Below is a list of tasks included in this component of the Study (listed in the order that the work was performed):

- **Study preparation and project meetings.** Met with City Administration to discuss Study methods and expectations, review the current Classification and Compensation Plan and organizational structure, answer questions, and review the scope and schedule of work.
- **Material distribution.** Prepared a memorandum of explanation, which was distributed to employees. Held meetings with employees to discuss the Job Analysis Questionnaire (JAQ) and to explain the scope and purpose of the Study. Employees were provided time to complete the questionnaire. The JAQs were returned to MGT within approximately three (3) weeks of distribution.
- **Determined comparable communities and collected compensation data.** MGT, along with the City, determined a logical survey sample of “like” communities that impact the compensation market of Fort Atkinson. Then, MGT designed, and Fort Atkinson sent out the survey for the benchmark positions covered in the Study.

- **Job Evaluation Analysis and Establishment of a Classification Plan.** Upon return of the JAQs by the City, MGT performed the following:
 - Read each JAQ and the corresponding Job Description in its entirety.
 - Conducted virtual interviews with at least one (1) employee in each position covered by the Study to further understand the scope of duties and responsibilities of the position.
 - Applied a measurement system of Job Evaluation Factors to all positions, which formed the basis for internal rankings (equity) of positions.
 - Upon completion of the Job Evaluation measurements, a new Classification Plan was developed.

Market Survey

The following tasks were included in this component of the Study:

- Tabulated, summarized, and analyzed comparative compensation information obtained from the comparable communities. Prepared pay tabulations that compared the salary ranges of the City of Fort Atkinson to the salary ranges of its comparable communities. Prepared comparison calculations at the 50th, 60th, 65th, 75th, and 80th percentiles. Displayed data for each community and for each position and summarized the data in table form. Based on discussions with the City and the gathered data, developed salary ranges that would establish Fort Atkinson as a payer at the 50th percentile of the salary data from the comparable communities.
- Based on the above data, developed and recommended new salary schedules.

Draft and Final Report Preparation

- A preliminary analysis of the data and recommended Classification and Compensation Plan was shared with the City. Feedback from City Administration was reviewed and incorporated into the recommendations.
- This draft report was prepared by MGT and sent electronically to the City.
- A presentation of these draft findings will be conducted, as requested.
- Once the presentation is made and review comments are returned by the City, a final report will be prepared and transmitted electronically.

Future Administration of the Classification and Compensation Plan

- Within the body of this report, MGT has outlined how the City can maintain the Classification and Compensation Plan. MGT will supply the City with a User's Manual and all associated documents to maintain the Classification and Compensation Plan and the steps to ensure the City remains competitive with the market in the years to come.

JOB EVALUATION

MGT's approach to Job Evaluation involves a quantitative point and factor comparison method, which cross-compares all positions in the organization against numerous factors such as educational requirements, experience, work conditions, etc. Therefore, all jobs in each organizational unit (e.g., Police, Administration, Finance, etc.) may be compared against each other based upon the same factors.

In conducting the Job Evaluation, it must be emphasized that the position, and not the incumbent's qualifications, performance, or years of service in the position, is evaluated. An incumbent employee may feel they should be placed in a higher level (i.e., receive more points) because the individual performs well, has a long tenure with the organization, and/or has additional education or skills not required to perform that job, or may feel they have a more significant workload than a similar employee in another Department; however, these are employee specific characteristics and not determinants for a position evaluation.

Before reviewing the results of the evaluation of the positions, it is important to note that the purpose of a Job Evaluation is to identify whether a job is more or less advanced than, or equal to, other jobs in the organization based on nine (9) objective factors. While these factor definitions are guidelines, they are constructed to allow limited flexibility of interpretation while at the same time providing a strict framework and structure for comparison. The nine (9) factors used for the evaluation of Fort Atkinson's positions are as follows:

1. Preparation and Training
2. Experience Required
3. Decision-Making and Independent Judgment
4. Responsibility for Policy Development
5. Planning of Work
6. Contact with Others
7. Work of Others (Supervision Exercised)
8. Working Conditions
9. Use of Technology/Specialized Equipment

As part of the Job Evaluation process, the duties, responsibilities, and qualification requirements for each position were reviewed via a thorough reading of the incumbent's current job description and a Job Analysis Questionnaire (JAQ) completed by each employee (Appendix A). In addition, MGT conducted interviews with at least one (1) employee in each of the positions covered by the Study. Points were then assigned to each factor by selecting the description that best fit the appropriate level for the position. In other words, a position that supervises ten (10) full-time staff members would receive more points under the "Work of Others" factor than positions that do not supervise. Points for each factor were then totaled for each position. Using this method, the positions were found to fall into distinguishable Skill Levels. Table 1 contains the Classification Plan, including the Position Title, Skill Level, and proposed Grade for the evaluated positions.

THE CLASSIFICATION PLAN

A Classification Plan provides for a systematic arrangement of positions into classifications. A position, often referred to as a job (e.g., Office Assistant), contains a specific set of duties and responsibilities, and that is the objective of the classification process, not the person currently holding that job. A classification is a grouping of positions that have similar levels of knowledge, skills, and abilities needed to perform the job. The positions are also similar in nature of work, level of work difficulty, and responsibilities. Positions allocated to the same classification are sufficiently similar with respect to the types of factors enumerated above to permit them to be compensated at the same general level of pay. The positions do not have to be identical; they can be in different departments, dealing with different subject matters, and performing different duties.

It is this arrangement of positions and resulting classification structure that forms the basis for the Classification Plan. As noted in the previous section, a Job Evaluation and Classification Plan is not intended to assess individual performance. To that end, a position that belongs in a certain classification is not entitled to be placed in a higher classification simply because the individual performs with a high degree of success and efficiency, nor is it placed in a lower classification simply because the incumbent performs with low competence or productivity. Variations in individual performance are not recognized by differences in classifications; instead, they are management issues. Similarly, there is a tendency in some workforces to use the Classification Plan to reward longevity, even though the duties and responsibilities of individual positions may not have changed over time. Longevity is not a classification factor, and the Classification Plan should not be used in this manner.

As an assessment of duties performed and responsibilities exercised, a Classification Plan is an exceedingly useful managerial tool. It provides the fundamental rationale for the Compensation Plan and helps management identify positions that have taken on (or, in some cases, reduced) duties and responsibilities. Through proper maintenance of the Classification Plan, employees are assured of management's continuing concern about the nature of the work that they conduct and its reward in the form of appropriate pay levels and relationships. The Classification Plan also provides the basis for recruitment, screening, and selection of employees in direct relationship to job content. Promotional ladders, as well as opportunities for lateral career development, are also evidenced by the logical grouping of allied occupational classifications and hierarchies.

SALARY AND BENEFIT DATA

The City initiated this Study with the objective of assuring that its Compensation Plan is both internally equitable and externally competitive. The Job Evaluation System (outlined above) is performed to address the issue of internal equity. To achieve external competitiveness, a market survey of comparable communities was conducted. The following explains the labor market review and the collection of salary data.

Selection of Comparable Communities for Data Purposes

Selecting communities for the comparison group is an important element in a Classification and Compensation Study. When selecting communities to serve as comparables, it is important to use particular criteria to evaluate the other communities to ensure that those chosen as comparables will be the most similar to Fort Atkinson.

To determine which communities should be used for survey purposes, MGT first considered all cities and villages in Columbia, Dane, Dodge, Green, Jefferson, Rock, Walworth, Washington, and Waukesha Counties with populations between 6,200 and 26,000.

<u>Criteria</u>	<u>Total Possible Points</u>
1. Population	20
2. Total Equalized Value (million)	15
3. Property Tax Levy Per Capita	15
4. Basic Spending Per Capita	15
5. Total Shared Revenue (thousand)	15
6. Per Capita Debt	10
<u>7. Proximity to Fort Atkinson</u>	<u>10</u>
	100

The seven (7) categories listed above were selected to mirror important criteria such as similar financial conditions, population, and proximity.

Within each of the seven (7) categories, ranges of compatibility were established. For example, the closer a community was to matching Fort Atkinson's estimated population, the closer the community would be to receiving the maximum of twenty (20) points. A community whose population was significantly larger or smaller than the City's population would receive fewer or even zero (0) points. Thus, a community achieving a total of one hundred (100) points would be considered most comparable to the City of Fort Atkinson. A community with zero (0) points was therefore determined to be the least comparable to Fort Atkinson. A more detailed explanation of the methodology used to determine the comparable communities is included in Appendix B.

A cutoff of sixty-five (65) points was established to select the communities most similar to Fort Atkinson across the seven (7) categories. After applying the sixty-five (65) criteria, thirty (30) communities achieved sixty-five (65) or more compatibility points on the comparison scale with Fort Atkinson. The full list of the thirty (30) comparables is below:

Hartford	DeForest	Slinger
<i>Delavan</i>	Hartland	Delafield
Stoughton	Lake Mills	Jackson
Beaver Dam	Oregon	McFarland
<i>Monroe</i>	Watertown	Waunakee
Portage	Monona	Oconomowoc
Whitewater	Waupun	Pewaukee (V)
Jefferson	Windsor	Sussex
Cottage Grove	Mount Horeb	Verona
Elkhorn	Pewaukee (C)	<i>Burlington</i>

Bolded peers indicate that the community responded to the survey or supplied MGT with a copy of their compensation plan or union contracts.

Selection of Benchmark Positions for Survey Purposes

When developing the market survey, it is important to select positions that are likely to have data available from the surveyed communities. These positions are referred to as benchmark positions. Based on the size of the Study and the number of positions in Fort Atkinson, MGT recommended limiting the benchmark positions in the survey to approximately forty (40) positions. This is because, as the number of positions surveyed increases, there tends to be a decline in the number of communities responding to the survey. This decline in response rates is thought to be due to the amount of work communities need to devote to completing a lengthier survey. Positions recommended as benchmarks are those that:

- 1) Are representative of each occupational grouping (e.g., Administration, Finance, Police, etc.).
- 2) Include multiple numbers of City employees when possible.
- 3) Can be described in a concise manner that accurately identifies the nature of work and level of difficulty.
- 4) Are known to commonly exist in other communities.

After discussion with City Administration, forty (40) positions were selected as benchmark positions for the survey. The benchmark positions are represented in Appendix C.

Market Survey

After identifying the benchmark positions, the Consultants then prepared and distributed a market survey to the thirty (30) comparable communities. Table 1 is a summary of the benchmark market survey data. The detailed market survey data for each position is contained in Appendix C.

It is important to make a few observations regarding Table 1 and Appendix C.

- 1) The salary data is information that was available as of June 2025 – July 2025. The new recommended salary ranges for the City were developed using this salary data from the comparable communities.
- 2) Some of the comparable communities provided salary range minimums and maximums for comparison purposes, while others (those that don't utilize salary ranges as part of their pay plans) provided actual salaries for surveyed positions. The salary range minimums and maximums were analyzed to determine the 50th, 60th, 65th, 75th, and 80th percentiles to identify wage ranges for "average" and "above average" payers. Any actual salaries provided by the comparable communities were only analyzed in a few instances when there was not enough salary range information. Salary ranges are a better gauge of market salaries than an actual salary and are thus preferred to conduct analysis.
- 3) Data contained within Appendix C has been thoroughly reviewed. If the Consultants determined the data was not relevant, it was removed to ensure accuracy and relevance.

Appraisal and Use of Salary Data

While comparing Fort Atkinson's current salaries to those paid by other employers in the comparable communities, it must be noted that variations in compensation may be due to several factors, including:

- 1) Organizational size and economic conditions can have an impact on positions. In smaller communities, employees are often asked to "wear many hats" and, therefore, take on more duties and responsibilities than would normally be required of a certain position. In addition, the economic downturn forced communities to "do more with less", compelling staff to take on more duties and responsibilities than they had in the past. Therefore, it becomes increasingly harder to compare "like" positions within communities.
- 2) Some employers place different relative worth on certain groups of employees. For example, some employers are forced to place a higher value on certain employees or groups of employees because of the market and, therefore, pay them more. Overall, the policies and value judgments of different employers in compensating for the same kind of work can vary widely. There is rarely a single prevailing rate for any particular kind of work, even within the same labor market.
- 3) It can be difficult to make exact comparisons among the different employers of the duties and responsibilities of ostensibly similar jobs.

Nevertheless, comparative salary data is widely considered a reliable indicator of appropriate compensation levels in relation to the prevailing market. This data is also useful as an indication of prevailing opinions concerning the compensation relationships that should exist among different classifications of work. Of equal importance, however, are the internal relationships for the various positions that were accomplished in the Job Evaluation portion of this Study.

In addition to the salary data, a comprehensive review of regional salary data was incorporated to provide a broader understanding of compensation trends. MGT maintains a subscription to Salary.com's CompAnalyst online database, which offers real-time access to the most current and reliable market data. To ensure the analysis reflects relevant and accurate benchmarks, the following employment market area was utilized for this assessment:

- 1) Fort Atkinson, WI (City)
- 2) Government & Public Administration
- 3) 50 - 100 FTEs & All FTEs

The industry scopes that were applied to the data were as follows:

- 1) August 2025
- 2) Minimum/Maximum

COMPENSATION PLAN DEVELOPMENT AND RECOMMENDATIONS

Development of the Compensation Plan

A basic element in any human resources management program is adequate and equitable employee compensation. A Compensation Plan of this nature is essential if qualified employees are to be recruited and retained. To achieve this goal, there must be a reasonable and widely accepted model of Job Factors upon which the Compensation Plan rests. Application of this model was the purpose of the Job Evaluation aspect of this Study. The Plan presented in this report is designed to accomplish the Study goals by:

- 1) Providing for equal compensation for work of equivalent job content and responsibility.
- 2) Facilitating adjustments to compensation levels based on changing economic and employment conditions that impact these interrelationships.
- 3) Establishing compensation ranges that compare favorably with those of other equivalent communities within the appropriate labor market.

In preparing this Plan, the Study only looked at base compensation. The compensation associated with longevity or other fringe benefits was not analyzed or factored into the Compensation Plan.

Compensation Plan Options for the City's Consideration

One of the purposes of this Study was to provide an updated Compensation Plan that relates to the external market and is internally equitable. Below is a detailed explanation of three (3) different Compensation Plans:

- 1) **Defined Increment Plan:** This is a Compensation Plan that has salary ranges with a minimum and a maximum with defined percentage increments (e.g., 3%) in between. If an employee has a satisfactory performance evaluation, they systematically advance through the compensation range. The performance evaluation and resulting salary increment increase occur annually.
- 2) **Open Range Merit Plan:** This is a Compensation Plan that also has salary ranges with minimums and maximums, but without defined percentage increments in between. Employees are advanced through the compensation range based on an annual satisfactory performance evaluation, with the percentage of their increase determined annually by City Administration.
- 3) **Blended Merit Plan:** This is a Compensation Plan that uses techniques from both a Defined Increment Plan and an Open Range Merit Plan.

In considering which Plan to use, it is important to understand that employees at various levels of responsibility may react differently toward and be motivated differently by the Compensation Plan they work under. Management personnel who are goal-oriented may have a higher acceptance of the Open Range Merit Plan, and thus tend to be more comfortable with this method of compensation. Mid to lower-level positions may want the assurance of a defined salary increase based on satisfactory performance.

Each system provides advantages and disadvantages, which should be evaluated by the community to determine the most appropriate system to be established.

Recommendation: Open Range Merit Plan

MGT typically recommends the adoption of an Open Range Merit Plan. An Open Range Merit Plan has salary ranges with minimums, midpoints, and maximums, but without defined percentage increments in between. Employees are advanced through the ranges based on an annual satisfactory performance evaluation, with the percentage of their increase determined by their supervisor and City Administration.

The Open Range Merit Plan also allows maximum flexibility for the City relative to recruitment and funding, as employees can be hired within the range, and the increases provided annually for meritorious performance can fluctuate based on available funding. Given Fort Atkinson's goal to recruit, reward, and retain motivated, high-performing employees, the Open Range Merit Plan has been selected for recommendation.

Proposed Compensation Plan and Structure

Within the market analysis, MGT refers to "percentiles" (for example: 50th, 60th, 65th, 75th, and 80th percentiles). Percentiles indicate where salaries or salary ranges fall in comparison to the other salaries or salary ranges from the comparable communities. The 50th percentile is the median (or middle) of the data set. When a community is considering which percentile to compensate employees at, they are deciding where they want their employee salaries and salary ranges to fall within the market of comparable communities. For example, if a community selects the 50th percentile, that means they would be paying a fair market rate at the 50th

percentile or the middle of the comparable communities. If a community selects the 60th percentile, then the salary ranges would be 10% higher than the middle of the market.

An important component in the process of developing a Compensation Plan is understanding and applying the pay philosophy of the City. For the purposes of this study, the City is considering a pay philosophy of compensating employees at the 50th percentile.

The next step in this process is to combine the Skill Levels included in Table 1 with the proposed salary ranges in Table 2. The Classification and Compensation Plan consists of seventeen (17) pay grades; one (1) being the lowest and number seventeen (17) being the highest.

All proposed pay ranges include a minimum, midpoint, and maximum. Grades 1 – 16 have a 50% range spread from minimum to maximum, and Grade 17 has a 44% range spread from minimum to maximum.

Table 1 combines all of the classification and compensation data at the 50th percentile.

Implementation and Administration of the Compensation Plan

Implementation of the Compensation Plan, as it affects individual employees, should be under the following pattern of adjustments:

- 1) Employees whose present compensation is below the minimum compensation of the range for their classification should be raised to the minimum of the range.
- 2) The compensation of employees whose present compensation is within the range for their classification should be slotted into the new Compensation Plan at their current pay rate.
- 3) The compensation of employees whose present compensation is above the maximum compensation of the range should be held at their present rate, without a reduction in compensation, until such time that further market analysis indicates commensurate alignment with the marketplace. However, the City can consider lump sum increases for these employees, which does not impact base compensation levels, until the ranges adjust to include the individual employee compensation rates.

In other studies, MGT has been asked for ideas on how to address the situation of long-term employees whose current compensation falls near the bottom (within 5 - 10%) of the proposed range. If this occurs, it illustrates that the position has been compensated at less than the market rate for someone with similar tenure. Thus, some communities elect to make additional adjustments for those employees at implementation. This decision is discretionary for the City to adopt and only occurs one time at the implementation of the new Classification and Compensation Plan. If the City wishes to consider implementation adjustments, MGT can provide examples of implementation options.

Employee Advancement through the Ranges

To implement the new Compensation Plan, MGT recommends that the starting salary of the range (minimum) is the normal hiring/promoting rate. Exceptions to this starting point should be limited to hiring situations involving:

- 1) Applicants with an exceptional background and qualifications.
- 2) A promotion in which the employee's current compensation is higher than the minimum of the new range.
- 3) In the case of a labor market situation where it is impossible to recruit qualified candidates at the minimum.

In these cases, employees may be appointed to their positions anywhere within the defined range (generally up to the midpoint), depending on their experience and qualifications, and based on the provisions of the City's policies (if applicable). Employees should not be hired below the minimum of their compensation range.

Salary advancement between the hiring rate and the top-of-the-range (maximum) is done throughout the employee's tenure with the organization. Advancement through the range would be done on an annual basis and would be dependent on a satisfactory performance evaluation. Incumbents progressing through the range should understand that standards of performance would become more exacting or controlling as compensation levels advance. Typical movement through the range could be in increments of 1% to 3%, depending on the employee's performance evaluation and goal attainment, as well as the financial resources of the City.

The City may also wish to provide a merit bonus for exemplary performance after an employee reaches the maximum compensation for the range. If this option is exercised, then an employee would be eligible to receive a payment after a successful performance evaluation each year. This payment should not be worked into the base salary but should be in the form of a lump sum payment that is a set amount calculated each year and is consistent for all affected employees.

It is recommended that the City set aside funding for a performance-based increase for employees in this Plan. This funding would then serve as the pool for merit payments, knowing that some employees will be high performers, getting a higher percentage, and some employees will be lower performers, getting a lower percentage.

Again, it should also be noted that the implementation and use of a formal performance evaluation process for all staff members is a key component to the success of this Plan. Equally, if not more important, is that supervisors are adequately trained to perform the formal performance evaluation process.

FUTURE ADMINISTRATION OF THE COMPENSATION PLAN

To maintain competitive salary levels, there should be an annual review of the City's salary ranges. The communities used in the survey group for this Study have been determined to be comparable to the City. Therefore, Fort Atkinson can continue to use these communities as a comparable market survey group for annual salary comparison purposes until it is determined that they should be reevaluated. It is MGT's recommendation that an annual survey of these communities be conducted to determine the percentage increase each community in the comparable group is granting, either as an annual across-the-board increase to their employees or as a general adjustment to their compensation ranges. The City may wish to provide an across-the-board increase to all employees based on the information received from the comparable communities. If this is the case, then the increases would be granted separately from any merit increase that would be awarded as a result of a successful performance evaluation.

It is the further recommendation of MGT that the compensation ranges for each grade be increased by the average percentage increase of the comparable group, even if an across-the-board increase is not given to all employees. Employees would continue to advance through the compensation ranges (provided that the employee is not at the maximum of the compensation range) by virtue of a merit increase granted for satisfactory or above-satisfactory performance of their job duties.

FUTURE ADMINISTRATION OF THE CLASSIFICATION PLAN

The administration of a Classification Plan is an ongoing process. It must be recognized that it is not static and is not intended to affix positions permanently into classifications. Instead, the Plan must be administered continually to adapt it to changing conditions.

Three (3) specific types of changes in the Plan itself are possible: elimination of a position, creation of a position, or revision of a position.

- 1) When a position in a classification is eliminated or when a position has significantly changed work duties and responsibilities to the extent that the position becomes inappropriate or inaccurate, the position should be abolished.
- 2) New positions should be created when new work situations arise that are not covered by the established positions. However, caution should be exercised in this respect, particularly to ensure that new positions are justified, are not merely duplicating established positions, cannot be accommodated through changes in existing positions, and reflect substantially permanent rather than temporary situations.
- 3) The adjustment or revision of a position should be done when there are substantial changes to the requirements of the position or to the nature and complexities of the duties being performed. In this instance, a position may need to be re-scored and move up or down into a new classification.

All changes should be thoroughly evaluated to maintain the integrity of the classification relationships established in the Classification and Compensation Plan. City Administration has been provided with the Job Analysis Questionnaire as well as the Job Factor Scoring Sheet, enabling the City to grade a newly created or revised position. MGT provides scoring assistance in such cases in accordance with the Study contract.

Appreciation

MGT has appreciated the opportunity to work with the City of Fort Atkinson on this Classification and Compensation Study. A special thank you to the employees for all of the information provided to allow for the analysis, and to the City Manager, Clerk/Treasurer/Finance Director, and Public Relations Executive Assistant for the significant amount of work and support dedicated to the project.

City of Fort Atkinson, WI
Table 1 - Comprehensive Table

Position:	Skill Level	New Grade	50th Percentile Salary Survey Data		CompAnalyst Data		Current Salary Range		Proposed Salary Range 50th Percentile		
	790 +	17	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Midpoint	Maximum
City Manager		17	116,938	155,659	108,300	176,700	119,394	136,835	125,000	150,000	180,000
	755 - 785	16									
Chief of Police		16	100,568	130,062	97,100	147,900	100,981	111,331	96,000	120,000	144,000
Director of Public Works		16	99,490	131,966	107,100	174,900	104,010	114,671	96,000	120,000	144,000
	720 - 750	15									
Clerk/Treasurer/Finance Director		15	94,370	117,257	98,200	161,900	89,233	99,417	89,600	112,000	134,400
Fire Chief/EM Director		15	94,848	119,808	69,100	112,000	96,828	107,878	89,600	112,000	134,400
	685 - 715	14									
City Engineer		14	91,582	125,236	72,100	101,600	86,567	95,919	84,000	105,000	126,000
Director of Building and Neighborhood Services		14	na	na	84,200	132,300			84,000	105,000	126,000
Police Captain		14	93,907	117,052	na	na	86,567	95,919	84,000	105,000	126,000
Recreation Director		14	79,425	104,510	94,700	162,500	84,628	90,881	84,000	105,000	126,000
	650 - 680	13									
Library Director		13	79,976	109,678	80,000	141,300	84,628	90,881	76,000	95,000	114,000
Police Lieutenant		13	92,000	115,190	98,400	134,500	81,945	87,359	76,000	95,000	114,000
Superintendent (PW)		13	84,488	114,056	na	na	84,628	90,881	76,000	95,000	114,000
Superintendent (W)		13	78,939	106,209	na	na	84,628	90,881	76,000	95,000	114,000
Superintendent (WW)		13	78,939	106,209	68,400	105,900	84,628	90,881	76,000	95,000	114,000
	615 - 645	12									
Building & Facilities Manager		12	na	na	72,400	119,500			72,000	90,000	108,000
Building Inspector		12	73,382	98,450	64,300	98,100	71,959	80,172	72,000	90,000	108,000
Electrician		12	na	na	50,400	81,600	71,959	80,172	72,000	90,000	108,000
Fire Division Chief		12	82,430	113,048	61,800	104,400	67,471	74,387	72,000	90,000	108,000
	580 - 610	11									
Assistant City Engineer		11	73,278	100,526	62,000	87,100	70,516	78,564	68,000	85,000	102,000
Museum Director		11	na	na	64,700	103,200	70,516	78,564	68,000	85,000	102,000
	545 - 575	10									
Foreperson (W)		10	61,537	77,761	62,900	102,600	58,145	64,780	60,000	75,000	90,000
Foreperson (WW)		10	61,537	77,761	62,900	102,600	58,145	64,780	60,000	75,000	90,000
Park & Rec Maintenance Supervisor		10	67,581	91,235	61,600	100,300	58,145	64,780	60,000	75,000	90,000
Recreation Supervisor		10	61,214	84,713	64,100	106,500	58,145	64,780	60,000	75,000	90,000
Supervisor (PW)		10	69,650	91,661	82,100	120,400	65,551	73,032	60,000	75,000	90,000
	510 - 540	9									
Head Mechanic		9	56,395	80,879	48,700	76,600	57,084	63,598	58,400	73,000	87,600
Reference Librarian		9	na	na	52,300	87,600	55,683	62,038	58,400	73,000	87,600
Youth Services Librarian		9	na	na	55,300	90,900	55,683	62,038	58,400	73,000	87,600
	485 - 505	8									
Crewleader (Parks)		8	57,605	78,586	48,200	70,500	52,861	58,893	57,200	71,500	85,800
Crewleader (PW)		8	59,197	78,957	46,100	71,900	52,861	58,893	57,200	71,500	85,800
PR/Executive Assistant		8	56,196	75,865	63,400	95,400	58,145	64,780	57,200	71,500	85,800
Technician (WW)		8	56,368	73,549	40,600	68,200	53,646	59,768	57,200	71,500	85,800
	460 - 480	7									
Senior Center Director		7	na	na	na	na	50,335	56,080	56,000	70,000	84,000
	435 - 455	6									
Assistant Museum Director		6	na	na	58,400	94,300	50,335	56,080	54,000	67,500	81,000
	410 - 430	5									
Mechanic		5	58,531	74,077	48,700	76,600	52,861	58,893	52,000	65,000	78,000
Operations Specialist		5	52,262	70,554	na	na	53,646	59,768	52,000	65,000	78,000
	385 - 405	4									
Aquatics Specialist		4	na	na	na	na	50,335	56,080	48,000	60,000	72,000
Building Maintenance		4	49,712	69,826	33,800	50,000	47,937	53,408	48,000	60,000	72,000
Crewperson (PW)		4	51,958	69,931	39,000	63,000	52,861	58,893	48,000	60,000	72,000
Crewperson (W)		4	51,958	69,931	39,000	63,000	48,659	54,212	48,000	60,000	72,000
Crewperson (WW)		4	51,958	69,931	39,000	63,000	48,659	54,212	48,000	60,000	72,000
Parks Forestry & Facilities		4	48,797	66,290	41,000	58,900	48,659	54,212	48,000	60,000	72,000
Sweeper Operator		4	54,776	69,140	38,000	60,800	50,335	56,080	48,000	60,000	72,000
	360 - 380	3									
Telecommunicator		3	51,282	62,820	37,200	57,500	46,473	51,777	46,000	57,500	69,000
	335 - 355	2									
Admin Asstnt - Program Coordinator		2	na	na	41,200	64,400	45,844	51,076	44,000	55,000	66,000
Administrative Assistant (PW)		2	43,659	59,259	40,600	59,100	41,753	46,518	44,000	55,000	66,000
Deputy Clerk		2	50,600	68,051	45,300	68,800	44,935	50,063	44,000	55,000	66,000
Deputy Treasurer		2	50,544	69,118	67,700	106,400	44,935	50,063	44,000	55,000	66,000
Municipal Court Clerk/Admin Assist.		2	45,614	61,865	42,600	65,000	44,935	50,063	44,000	55,000	66,000
Records Clerk		2	na	na	42,000	66,400	46,473	51,777	44,000	55,000	66,000
Utility Billing Specialist		2	46,966	62,754	36,200	53,800	44,935	50,063	44,000	55,000	66,000
	Up to 330	1									
Library Assistant II		1	na	na	36,800	59,100	44,935	50,063	40,000	50,000	60,000

50th Percentile - Proposed Pay Ranges Annual			
Grade	Minimum	Midpoint	Maximum
17	125,000	150,000	180,000
16	96,000	120,000	144,000
15	89,600	112,000	134,400
14	84,000	105,000	126,000
13	76,000	95,000	114,000
12	72,000	90,000	108,000
11	68,000	85,000	102,000
10	60,000	75,000	90,000
9	58,400	73,000	87,600
8	57,200	71,500	85,800
7	56,000	70,000	84,000
6	54,000	67,500	81,000
5	52,000	65,000	78,000
4	48,000	60,000	72,000
3	46,000	57,500	69,000
2	44,000	55,000	66,000
1	40,000	50,000	60,000

APPENDIX A



EMPLOYEE JOB ANALYSIS QUESTIONNAIRE (JAQ)

City of Fort Atkinson, WI

NAME:	DATE:
YEARS OF EXPERIENCE WITH EMPLOYER:	JOB TITLE:
YEARS OF EXPERIENCE ON THIS JOB:	YOUR JOB IS: FULL TIME ☐ PART TIME ☐
YOUR YEARS OF EXPERIENCE IN THIS FIELD:	DEPARTMENT:
NAME OF IMMEDIATE SUPERVISOR:	THEIR TITLE:

INSTRUCTIONS

The purpose of this questionnaire is to obtain additional information about your job that may not be included in your current job description. Please answer each question thoughtfully and frankly. After you have finished your portion of the questionnaire, give it to your immediate supervisor, who will complete their section.

General Summary: In three or four sentences, please summarize the major purpose or primary function of your job.

Please indicate if you have reviewed your current job description.

If you have any changes to your current job description, please mark them on the JD and attach it to this JAQ, or indicate changes here:

If you do not have a job description available to review, please list your job duties. Try to place your duties in order of importance and group "like" tasks together (e.g., "clerical duties including word processing, opening mail, filing, etc." or "front desk responsibilities including greeting visitors, answering telephones and routing calls, etc."). Job duties:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

- 9.
- 10.
- 11.
- 12.
- 13.
- 14.

Feel free to add more numbers/duties if necessary.

FACTOR 1. Education & Training: In your opinion, what kind of education and training is necessary to perform your job?

- ☐ LEVEL 1: Level of knowledge that is below what is normally attained through high school graduation.
- ☐ LEVEL 2: High school diploma (GED) or equivalent.
- ☐ LEVEL 3: High school, plus elementary technical training, acquired on the job or through one year or less of technical or business school.
- ☐ LEVEL 4: Extensive technical or specialized training such as would be acquired by an Associate's Degree or two years of technical or business school.
- ☐ LEVEL 5: Completion of four-year college degree program.
- ☐ LEVEL 6: Additional professional level of education beyond a four-year college program, such as a CPA or Professional Engineer (P.E.) training.
- ☐ LEVEL 7: Completion of graduate coursework equal to a Master's Degree or higher.

What specific degree/coursework is NECESSARY?

What specific degree/coursework is PREFERRED?

If a specific certificate or license is mandated by an outside agency to perform your duties, name the certificate or license:

What special skills, knowledge, and abilities are required to perform your job? Please list:

FACTOR 2. Years of Experience: How much previous work experience do you feel is necessary to perform your job?

- | | | | | |
|---|---------------------------------------|---------------------------------------|--|---|
| LEVEL 1: | LEVEL 2: | LEVEL 3: | LEVEL 4: | LEVEL 5: |
| ☐ Less Than 1 Year | ☐ 1 to 3 Years | ☐ 4 to 6 Years | ☐ 7 to 10 Years | ☐ More than 10 Years |

What is the minimum number of years required?

What specific experience is necessary?

FACTOR 3. Independent Judgment and Decision Making

Part 1: How much discretion do you have in making decisions with or without the input or direction of your supervisor?

- ☐ LITTLE: Little discretion or independent judgment exercised.
- ☐ SOME: Some discretion or judgment exercised, but supervisor is normally available.
- ☐ OFTEN: Job often requires making decisions in absence of specific policies and/or guidance from supervisors, but some direct guidance is received from supervisors.
- ☐ HIGH: High level of discretion with decisions restricted only by Departmental policies and little direct guidance from supervisors.
- ☐ VERY HIGH: Very high level of discretion with decisions only restricted by the broadest policies of the Organization.

Part 2: If you make an erroneous decision, what impact would this decision have on your work unit, department, and/or the Organization?

- ☐ MINOR: Some inconvenience and delays but minor costs in terms of time, money, or public/employee good will.
- ☐ MODERATE: Moderate costs in time, money, or public/employee good will would be incurred. Delays in important projects/schedules likely.
- ☐ SERIOUS: Important goals would not be achieved and the financial, employee, or public relations posture of the Organization would be seriously affected.
- ☐ CRITICAL: Critical goals and objectives of the Organization would be adversely and very seriously affected. Error could likely result in critical financial loss, property damage, or bodily harm/loss of life.

FACTOR 4. Responsibility for Policy Development: Does your job require you to participate in the development of policies for your unit/division/department/the Organization?

- ☐ LEVEL 1: Position involves only the execution of policies or use of existing procedures.
- ☐ LEVEL 2: May provide some input to supervisor when policies and procedures are updated.
- ☐ LEVEL 3: Position involves some development of policies/procedures for the Department and/or the interpretation or explanation of departmental policies for others in the organization or residents.
- ☐ LEVEL 4: Position involves significant or primary responsibility for the development of policies and procedures for a division or organizational component of a department, as well as the interpretation, execution and recommendation of changes to department policies.
- ☐ LEVEL 5: Position involves significant or primary responsibility for the development of policies and procedures for an entire department, plus occasional participation in the development of policies which affect other departments in the organization.
- ☐ LEVEL 6: Position involves the primary responsibility for the development of departmental policies and procedures and regular participation in the development of policies that affect other departments and occasionally involves participation in the development of organization-wide policies.

Give some examples of the types of policies you've written or been a part of creating:

FACTOR 5. Planning: How much latitude do you have to set your own daily work schedule and priorities for a given workday?

- ☐ LEVEL 1: Position requires that my daily work load and activities are assigned to me by my supervisor.
 - ☐ LEVEL 2: Position requires that I plan my own daily work load and work independently according to established procedures or standards.
 - ☐ LEVEL 3: Position requires that I plan my own daily work load and those of others in the department (first-level supervision).
 - ☐ LEVEL 4: Position requires an above average ability to analyze data and develop departmental plans, including plans where a number of difficult, technical and/or administrative problems must be addressed (Manager/Division level planning).
 - ☐ LEVEL 5: Position requires a high level of analytical ability to develop plans for a department or complex situation, including plans that involve integrating/involving/impacting other departments (Department Head level planning).
-

FACTOR 6. Contacts with Others: In the course of performing your job, what contacts with people in your department, other departments within the organization, and/or people from outside the organization are you required to make?

- ☐ LEVEL 1: Position involves interaction with fellow workers on routine matters with relatively little public contact.
- ☐ LEVEL 2: Position involves frequent internal and external contact, but generally on routine matters such as furnishing or obtaining information.
- ☐ LEVEL 3: Position involves frequent internal contact and regular contact with outsiders generally on routine matters, including contacts with irate outsiders which require some public relations skill for taking complaints for others to follow up upon.
- ☐ LEVEL 4: Position involves frequent internal and external contacts which require public relations skills in handling complaints. Contacts involve non-routine problems and require in-depth discussion and/or persuasion in order to resolve the problem. Handles more difficult contacts that are referred by front line employees.
- ☐ LEVEL 5: Position involves frequent internal and external contacts which require skill in dealing with, and influencing others, and initiating changes in policy/procedures to address the issue so as to avoid having to deal with the issue again in the future.
- ☐ LEVEL 6: Position involves frequent internal and external contacts in which I act as the spokesperson for the department and am authorized to make commitments of significant resources on behalf of the department.
- ☐ LEVEL 7: Position involves frequent internal and external contacts where I represent the entire organization and am authorized to make commitments in matters of broad or critical interest to the entire organization.

With which internal individuals or groups do you have the most contact?

With which external individuals or groups do you have the most contact?

FACTOR 7. Supervision Given:

Do you supervise or assign work to other employees? ☐ Yes ☐ No

Actual number of full-time employees supervised:

If yes:

- ☐ LEVEL 1: Position is regularly responsible for assigning work to an employee or employees, without acting in a supervisory role. To whom does this position assign work?
- ☐ LEVEL 2: Position is responsible for the supervision of one full time or several part time employees.
- ☐ LEVEL 3: Position is responsible for the direct and/or indirect supervision of two to five full time (or full time equivalent) employees.
- ☐ LEVEL 4: Position is responsible for the direct and/or indirect supervision of six to 15 full time (or full time equivalent) employees.
- ☐ LEVEL 5: Position is responsible for direct and/or indirect supervision of 16 to 29 full time (or full time equivalent) employees.
- ☐ LEVEL 6: Position is responsible for direct and/or indirect supervision of 30 to 50 full time (or full time equivalent) employees.
- ☐ LEVEL 7: Position is responsible for direct and/or indirect supervision of more than 51 full time (or full time equivalent) employees.

Actual number of full-time (or full-time equivalent) employees supervised:

FACTOR 8. Physical Demands: Please describe any physical demands required to perform your job.

Demand	No	Yes	How often? (Rarely, Occasionally or Daily)
Lifting to 20 pounds	☐	☐	
Lifting 20-50 pounds	☐	☐	
Lifting 50+ pounds	☐	☐	
Climbing	☐	☐	
Walking	☐	☐	
Kneeling	☐	☐	
Crouching	☐	☐	
Crawling	☐	☐	
Bending	☐	☐	
Sitting	☐	☐	
Prolonged Standing	☐	☐	
Prolonged Visual Concentration	☐	☐	

Unpleasant or Hazardous Conditions: Please describe any unpleasant or hazardous conditions you are exposed to in performing your job and how often you are exposed to those conditions. Include only those conditions which are directly related to your work rather than specific work area conditions.

Condition	No	Yes	How Often? (Rarely, Occasionally or Daily)
Lighting-dimness or brightness	☐	☐	
Dust	☐	☐	
Heat	☐	☐	
Cold	☐	☐	
Odors	☐	☐	
Noise	☐	☐	
Vibration	☐	☐	

Wetness/Humidity	☐	☐
Toxic Agents	☐	☐
Electrical Currents	☐	☐
Heavy Machinery	☐	☐
Violence	☐	☐
Disease	☐	☐
Smoke	☐	☐
Other	☐	☐

FACTOR 9. Use of Technology/Specialized Equipment: Please check the level of technology or specialized equipment use needed for you to perform your job.

- ☐ LEVEL 1: Position has no responsibility for, or use of, technology.
 - ☐ LEVEL 2: Position has some basic use of computers for data entry and some use of the telephone, copier, etc.
 - ☐ LEVEL 3: Position has daily use of computers for data entry and use of the telephone, fax machine, copier, etc. Position has daily use of light equipment such as push mowers, weed whackers, pole saws, custodial equipment, etc.
 - ☐ LEVEL 4: Position has daily use of computers, the Internet, Smartphones, etc. to create databases, spreadsheets, or reports. Position designs and creates customized reports, presentations, and/or documents using advanced software skills.
 - ☐ LEVEL 5A: Position provides routine consultation and technology support for everyday computer programming and/or software requests/questions to others in the organization; is an applications super user; or uses specialized software such as GIS, SCADA or telecommunications software.
 - ☐ LEVEL 5B: Position uses, troubleshoots, and/or repairs various pieces of specialized equipment such as HVAC, lighting, gas flares, blowers, engines, heavy equipment, diagnostic equipment, large vehicles (vacuum trucks, street sweepers, fire apparatus) and/or medical or public safety equipment.
 - ☐ LEVEL 6: Position is responsible for advanced computer programming, system security, maintenance, training, and purchasing of items such as computers, printers, scanners, etc., for the computer system for the organization (IT personnel).
 - ☐ LEVEL 7: Position is responsible for the overall direction and supervision of the staff that are responsible for the computer and technology needs of the organization, including responsibility for developing technology policies for the organization (IT personnel).
-

10. FLSA EXEMPT OR NON-EXEMPT DETERMINATION

Do you receive overtime or comp time for hours worked beyond your normal work week? ☐ Yes ☐ No

Is your position considered any one of the following: Executive, Administrative, Professional, or Computer? If so, please answer the questions in the applicable sections below. If not, please skip to Question 11.

Please answer for only one category:

A. Executive

	No	Yes	Unsure
Are you paid the equivalent of at least \$684 per week on a salary basis?	☐	☐	☐
Is your primary duty managing the department or unit of a local government? Percent of time spent managing	☐	☐	☐
Do you customarily direct the work of two or more other employees (or the equivalent of two or more, e.g., 4 part-timers)?	☐	☐	☐
Do you have the ability to hire and fire, or do your recommendations carry significant weight even if you are unauthorized to make the final decision?	☐	☐	☐

B. Administrative

	No	Yes	Unsure
Are you paid the equivalent of at least \$684 per week on a salary basis?	☐	☐	☐
Is this a "staff" position where your primary duty is performing office or non-manual work directly related to the management or general operations of the organization, division or unit?	☐	☐	☐
Do you exercise discretion and independent judgment with respect to matters of significance, have the authority to formulate/interpret policy, and have a high level of operational responsibility?	☐	☐	☐

C. Professional

	No	Yes	Unsure
Are you paid the equivalent of at least \$684 per week on a salary basis?	☐	☐	☐
Does your primary duty include the performance of work that requires advanced knowledge in a field of science or learning that is customarily acquired by a prolonged course of specialized instruction?	☐	☐	☐
Is a specialized advanced degree a prerequisite for your job? If yes, what is the degree or certification?	☐	☐	☐

D. Computer

	No	Yes	Unsure
Are you paid the equivalent of at least \$684 per week on a salary basis?	☐	☐	☐
Do your primary duties involve:			
The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications; OR	☐	☐	☐
The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on or related to user or system design specifications; OR	☐	☐	☐
The design, documentation, testing, creation or modification of computer programs related to organizational operating systems; OR	☐	☐	☐
A combination of the aforementioned duties, the performance of which requires the same level of skills?	☐	☐	☐

11. Comments/Additional Information: Feel free to add additional information below. If using a printed copy of this form, use the back of the form to add your comments.

Type your name and the date below, then save this form as a Word document with the file name of "JobTitle.LastName.FirstName" and email it to your supervisor. If using a printed copy of this form, sign and date it and then deliver to your supervisor.

EMPLOYEE'S SIGNATURE OR TYPED NAME

DATE

THIS SECTION TO BE COMPLETED BY IMMEDIATE SUPERVISOR AND/OR DEPARTMENT HEAD AND USED BY MGT ONLY.

Please provide your comments below. If using a printed copy of the form and additional space is needed, please use the back of this form or attach an additional sheet. **Please do not mark in employee's portion of the questionnaire. The intent of this section is informational for MGT use only and not intended for distribution.**

1. Do you agree with the employee's answers to all of the above questions? If not, please explain.
2. List any job duties or assignments which the employee performs which are in addition to those listed on the job description or this form.
3. How long has this employee worked for you?
4. Additional comments from the employee's immediate supervisor:

Type your name and the date below, then email this form to your Department Head (if applicable) or to the City Administration. If using a printed copy of this form, sign and date it before forwarding.

SUPERVISOR'S SIGNATURE OR TYPED NAME

DATE

If Supervisor isn't Department Head, Department Head should review this form as well.

- ☐ I have read the above and substantially concur.
- ☐ I have read the above and have the following comments:

Type your name and the date below, and then email this form to the City Administration. If using a printed copy of this form, sign and date it before forwarding.

DEPARTMENT HEAD SIGNATURE OR TYPED NAME

DATE

IMPORTANT DATES:**Tuesday, June 24th:**

Employees complete and submit the JAQs to their Supervisors. Please save file as follows:
JobTitle.LastName.FirstName.

Tuesday, June 30th:

Supervisors and Department Heads review and then submit the JAQs to Human Resources.

Tuesday, July 1st:

City Administration reviews and then submits the JAQs to MGT.

Weeks of July 7th & July 28th:

MGT conducts virtual interviews with employees.

APPENDIX B

1. Population: Maximum 20 Points						
12,583						
Factor	Minimum Range			Maximum Range		Points
1.50	8,389	12,583		12,583	18,875	20
2.00	6,292	8,388		18,876	25,166	15
2.50	5,033	6,291		25,167	31,458	10
3.00	4,194	5,032		31,459	37,749	5
All Others						0
2. Total Equalized Value: Maximum 15 Points						
1,352 Million						
Factor	Minimum Range			Maximum Range		Points
1.50	901	1,352		1,352	2,028	15
2.00	676	900		2,029	2,704	11
2.50	541	675		2,705	3,380	7
3.00	451	540		3,381	4,056	3
All Others						0
3. Property Tax Levy Per Capita: Maximum 15 Points						
701						
Factor	Minimum Range			Maximum Range		Points
1.50	467	701		701	1,052	15
2.00	351	466		1,053	1,402	11
2.50	280	350		1,403	1,753	7
3.00	234	279		1,754	2,103	3
All Others						0
4. Basic Spending Per Capita : Maximum: 15 Points						
370						
Factor	Minimum Range			Maximum Range		Points
1.50	247	370		370	555	15
2.00	185	246		556	740	11
2.50	148	184		741	925	7
3.00	123	147		926	1,110	3
All Others						0
5. Shared Revenues: Maximum 15 Points						
1,285 Thousand						
Factor	Minimum Range			Maximum Range		Points
1.50	857	1,285		1,285	1,928	15
2.00	643	856		1,929	2,570	11
2.50	514	642		2,571	3,213	7
3.00	428	513		3,214	3,855	3
All Others						0

6. Per Capita Debt: Maximum 10 Points						
1,320						
Factor	Minimum Range			Maximum Range		Points
1.50	880	1,320		1,320	1,980	10
2.00	660	879		1,981	2,640	7
2.50	528	659		2,641	3,300	4
3.00	440	527		3,301	3,960	2
All Others						0

7. Proximity to Fort Atkinson: Maximum 10 Points						
						Points
	0.00	to	19.90	Miles		10
	20.00	to	39.90	Miles		7
	40.00	to	59.90	Miles		4
All Others						2

Initial screen:

All cities and villages in Columbia, Dane, Dodge, Green, Jefferson, Rock, Walworth, Washington and Waukesha Counties with Populations between 6,200 and 26,000.

Sources:

(1) Wisconsin Policy Forum's Municipal Data Tool:
<https://wispolicyforum.org/research/municipal-datatool-examining-and-comparing-wisconsin-cities-and-villages/>.

(2) Google Maps: Proximity

Appendix B
Fort Atkinson, WI
Criteria Comparisons - Sorted By Name

Municipality	County	Population	Max. Points	Total Equalized Value (million)	Max. Points	Property Tax Levy Per Capita	Max. Points	Basic Spending Per Capita	Max Points	Total Shared Revenue (thousand)	Max. Points	Per Capita Debt	Max. Points	Proximity (miles)	Max. Points	Total Points
Fort Atkinson	Jeff	12,583	20	1,352	15	701	15	370	15	1285	15	1320	10	0	10	100
Beaver Dam	Dodge	16,727	20	1,717	15	905	15	669	11	1866	15	2133	7	43	4	87
Burlington	Racine	11,166	20	1,402	15	753	15	755	7	59	0	655	4	42	4	65
Cottage Grove	Dane	8,854	20	1,242	15	595	15	437	15	161	0	2623	7	24	7	79
DeForest	Dane	11,388	20	2,085	11	786	15	477	15	647	11	3656	2	41	4	78
Delafield	Waukesha	7,172	15	2,308	11	920	15	714	11	159	0	1957	10	30	7	69
Delavan	Walworth	8,527	20	992	15	718	15	544	15	671	11	1422	10	26	7	93
Elkhorn	Walworth	10,317	20	1,195	15	776	15	520	15	429	3	3207	4	29	7	79
Elm Grove	Waukesha	6,676	15	1,612	15	1,174	11	853	7	224	0	736	7	47	4	59
Germantown	Washington	21,040	15	3,939	3	757	15	632	11	1209	15	4003	0	57	4	63
Hartford	Washington	15,805	20	2,015	15	555	15	452	15	882	15	1448	10	50	4	94
Hartland	Waukesha	9,946	20	1,995	15	710	15	597	11	431	3	1991	7	36	7	78
Jackson	Washington	7,844	15	1,182	15	738	15	517	15	398	0	2528	7	61	2	69
Jefferson	Jefferson	7,747	15	815	11	664	15	567	11	812	11	1338	10	6	10	83
Lake Geneva	Walworth	8,542	20	2,261	11	1,110	11	1,053	3	179	0	2121	7	38	7	59
Lake Mills	Jefferson	6,452	15	900	11	745	15	548	15	534	7	3172	4	12	10	77
McFarland	Dane	9,537	20	1,618	15	917	15	580	11	275	0	4381	0	27	7	68
Middleton	Dane	23,031	15	5,137	0	893	15	622	11	2000	11	1636	10	42	4	66
Monona	Dane	8,869	20	1,874	15	1,104	11	672	11	794	11	6482	0	29	7	75
Monroe	Green	10,691	20	1,143	15	752	15	656	11	1845	15	2171	7	58	4	87
Mount Horeb	Dane	7,871	15	1,180	15	716	15	528	15	337	0	2403	7	52	4	71
Mukwonago	Waukesha	8,384	15	1,437	15	902	15	601	11	415	0	4449	0	30	7	63
Muskego	Waukesha	25,343	10	4,789	0	549	15	480	15	576	7	1360	10	39	7	64
Oconomowoc	Waukesha	18,485	20	3,745	3	843	15	531	15	390	0	2386	7	27	7	67
Oregon	Dane	11,815	20	1,821	15	763	15	460	15	248	0	2970	4	32	7	76
Pewaukee (C)	Waukesha	16,127	20	4,856	0	718	15	728	11	869	15	3527	2	39	7	70
Pewaukee (V)	Waukesha	8,215	15	1,362	15	565	15	622	11	280	0	2735	4	39	7	67
Portage	Columbia	10,325	20	964	15	710	15	633	11	1942	11	1754	10	63	2	84
Richfield	Washington	11,866	20	2,558	11	302	7	204	11	181	0	30	0	51	4	53
Slinger	Washington	6,401	15	987	15	663	15	648	11	128	0	1493	10	56	4	70
Stoughton	Dane	13,204	20	1,788	15	844	15	531	15	990	15	2777	4	23	7	91
Sussex	Waukesha	11,750	20	2,260	11	797	15	449	15	247	0	3514	2	46	4	67
Vernon	Waukesha	7,486	15	1,332	15	263	3	314	15	143	0	373	0	34	7	55
Verona	Dane	14,889	20	3,988	3	1,008	15	631	11	521	7	2561	7	40	4	67
Watertown	Jefferson	23,018	15	2,270	11	671	15	525	15	3280	3	1399	10	21	7	76
Waukesha (V)	Waukesha	8,489	20	1,589	15	207	0	289	15	147	0	0	0	35	7	57
Waunakee	Dane	15,426	20	3,067	7	826	15	457	15	406	0	2100	7	42	4	68
Waupun	Dodge	11,117	20	683	11	322	7	485	15	2803	7	1092	10	57	4	74
Whitewater	Walworth	15,773	20	976	15	370	11	437	15	3361	3	1462	10	10	10	84
Windsor	Dane	9,305	20	1,571	15	597	15	274	15	187	0	3336	2	39	7	74

Appendix B
Fort Atkinson, WI
Criteria Comparisons - Sorted By Rank

Municipality	County	Population	Max. Points	Total Equalized Value (million)	Max. Points	Property Tax Levy Per Capita	Max. Points	Basic Spending Per Capita	Max Points	Total Shared Revenue (thousand)	Max. Points	Per Capita Debt	Max. Points	Proximity (miles)	Max. Points	Total Points
Fort Atkinson	Jeff	12,583	20	1,352	15	701	15	370	15	1285	15	1320	10	0	10	100
Hartford	Washington	15,805	20	2,015	15	555	15	452	15	882	15	1448	10	50	4	94
Delavan	Walworth	8,527	20	992	15	718	15	544	15	671	11	1422	10	26	7	93
Stoughton	Dane	13,204	20	1,788	15	844	15	531	15	990	15	2777	4	23	7	91
Beaver Dam	Dodge	16,727	20	1,717	15	905	15	669	11	1866	15	2133	7	43	4	87
Monroe	Green	10,691	20	1,143	15	752	15	656	11	1845	15	2171	7	58	4	87
Portage	Columbia	10,325	20	964	15	710	15	633	11	1942	11	1754	10	63	2	84
Whitewater	Walworth	15,773	20	976	15	370	11	437	15	3361	3	1462	10	10	10	84
Jefferson	Jefferson	7,747	15	815	11	664	15	567	11	812	11	1338	10	6	10	83
Cottage Grove	Dane	8,854	20	1,242	15	595	15	437	15	161	0	2623	7	24	7	79
Elkhorn	Walworth	10,317	20	1,195	15	776	15	520	15	429	3	3207	4	29	7	79
DeForest	Dane	11,388	20	2,085	11	786	15	477	15	647	11	3656	2	41	4	78
Hartland	Waukesha	9,946	20	1,995	15	710	15	597	11	431	3	1991	7	36	7	78
Lake Mills	Jefferson	6,452	15	900	11	745	15	548	15	534	7	3172	4	12	10	77
Oregon	Dane	11,815	20	1,821	15	763	15	460	15	248	0	2970	4	32	7	76
Watertown	Jefferson	23,018	15	2,270	11	671	15	525	15	3280	3	1399	10	21	7	76
Monona	Dane	8,869	20	1,874	15	1,104	11	672	11	794	11	6482	0	29	7	75
Waupun	Dodge	11,117	20	683	11	322	7	485	15	2803	7	1092	10	57	4	74
Windsor	Dane	9,305	20	1,571	15	597	15	274	15	187	0	3336	2	39	7	74
Mount Horeb	Dane	7,871	15	1,180	15	716	15	528	15	337	0	2403	7	52	4	71
Pewaukee (C)	Waukesha	16,127	20	4,856	0	718	15	728	11	869	15	3527	2	39	7	70
Slinger	Washington	6,401	15	987	15	663	15	648	11	128	0	1493	10	56	4	70
Delafield	Waukesha	7,172	15	2,308	11	920	15	714	11	159	0	1957	10	30	7	69
Jackson	Washington	7,844	15	1,182	15	738	15	517	15	398	0	2528	7	61	2	69
McFarland	Dane	9,537	20	1,618	15	917	15	580	11	275	0	4381	0	27	7	68
Waunakee	Dane	15,426	20	3,067	7	826	15	457	15	406	0	2100	7	42	4	68
Oconomowoc	Waukesha	18,485	20	3,745	3	843	15	531	15	390	0	2386	7	27	7	67
Pewaukee (V)	Waukesha	8,215	15	1,362	15	565	15	622	11	280	0	2735	4	39	7	67
Sussex	Waukesha	11,750	20	2,260	11	797	15	449	15	247	0	3514	2	46	4	67
Verona	Dane	14,889	20	3,988	3	1,008	15	631	11	521	7	2561	7	40	4	67
Middleton	Dane	23,031	15	5,137	0	893	15	622	11	2000	11	1636	10	42	4	66
Burlington	Racine	11,166	20	1,402	15	753	15	755	7	59	0	655	4	42	4	65
Muskego	Waukesha	25,343	10	4,789	0	549	15	480	15	576	7	1360	10	39	7	64
Germantown	Washington	21,040	15	3,939	3	757	15	632	11	1209	15	4003	0	57	4	63
Mukwonago	Waukesha	8,384	15	1,437	15	902	15	601	11	415	0	4449	0	30	7	63
Elm Grove	Waukesha	6,676	15	1,612	15	1,174	11	853	7	224	0	736	7	47	4	59
Lake Geneva	Walworth	8,542	20	2,261	11	1,110	11	1,053	3	179	0	2121	7	38	7	59
Waukesha (V)	Waukesha	8,489	20	1,589	15	207	0	289	15	147	0	0	0	35	7	57
Vernon	Waukesha	7,486	15	1,332	15	263	3	314	15	143	0	373	0	34	7	55
Richfield	Washington	11,866	20	2,558	11	302	7	204	11	181	0	30	0	51	4	53

Appendix B
Fort Atkinson, WI
Top Comparables 65+ Points

Municipality	County	Population	Max. Points	Total Equalized Value (million)	Max. Points	Property Tax Levy Per Capita	Max. Points	Basic Spending Per Capita	Max Points	Total Shared Revenue (thousand)	Max. Points	Per Capita Debt	Max. Points	Proximity (miles)	Max. Points	Total Points
Fort Atkinson	Jeff	12,583	20	1,352	15	701	15	370	15	1285	15	1320	10	0	10	100
Hartford	Washington	15,805	20	2,015	15	555	15	452	15	882	15	1448	10	50	4	94
Delavan	Walworth	8,527	20	992	15	718	15	544	15	671	11	1422	10	26	7	93
Stoughton	Dane	13,204	20	1,788	15	844	15	531	15	990	15	2777	4	23	7	91
Beaver Dam	Dodge	16,727	20	1,717	15	905	15	669	11	1866	15	2133	7	43	4	87
Monroe	Green	10,691	20	1,143	15	752	15	656	11	1845	15	2171	7	58	4	87
Portage	Columbia	10,325	20	964	15	710	15	633	11	1942	11	1754	10	63	2	84
Whitewater	Walworth	15,773	20	976	15	370	11	437	15	3361	3	1462	10	10	10	84
Jefferson	Jefferson	7,747	15	815	11	664	15	567	11	812	11	1338	10	6	10	83
Cottage Grove	Dane	8,854	20	1,242	15	595	15	437	15	161	0	2623	7	24	7	79
Elkhorn	Walworth	10,317	20	1,195	15	776	15	520	15	429	3	3207	4	29	7	79
DeForest	Dane	11,388	20	2,085	11	786	15	477	15	647	11	3656	2	41	4	78
Hartland	Waukesha	9,946	20	1,995	15	710	15	597	11	431	3	1991	7	36	7	78
Lake Mills	Jefferson	6,452	15	900	11	745	15	548	15	534	7	3172	4	12	10	77
Oregon	Dane	11,815	20	1,821	15	763	15	460	15	248	0	2970	4	32	7	76
Watertown	Jefferson	23,018	15	2,270	11	671	15	525	15	3280	3	1399	10	21	7	76
Monona	Dane	8,869	20	1,874	15	1,104	11	672	11	794	11	6482	0	29	7	75
Waupun	Dodge	11,117	20	683	11	322	7	485	15	2803	7	1092	10	57	4	74
Windsor	Dane	9,305	20	1,571	15	597	15	274	15	187	0	3336	2	39	7	74
Mount Horeb	Dane	7,871	15	1,180	15	716	15	528	15	337	0	2403	7	52	4	71
Pewaukee (C)	Waukesha	16,127	20	4,856	0	718	15	728	11	869	15	3527	2	39	7	70
Slinger	Washington	6,401	15	987	15	663	15	648	11	128	0	1493	10	56	4	70
Delafield	Waukesha	7,172	15	2,308	11	920	15	714	11	159	0	1957	10	30	7	69
Jackson	Washington	7,844	15	1,182	15	738	15	517	15	398	0	2528	7	61	2	69
McFarland	Dane	9,537	20	1,618	15	917	15	580	11	275	0	4381	0	27	7	68
Waunakee	Dane	15,426	20	3,067	7	826	15	457	15	406	0	2100	7	42	4	68
Oconomowoc	Waukesha	18,485	20	3,745	3	843	15	531	15	390	0	2386	7	27	7	67
Pewaukee (V)	Waukesha	8,215	15	1,362	15	565	15	622	11	280	0	2735	4	39	7	67
Sussex	Waukesha	11,750	20	2,260	11	797	15	449	15	247	0	3514	2	46	4	67
Verona	Dane	14,889	20	3,988	3	1,008	15	631	11	521	7	2561	7	40	4	67
Burlington	Racine	11,166	20	1,402	15	753	15	755	7	59	0	655	4	42	4	65

APPENDIX C

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Administrative Assistant (various departments)			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Administrative Assistant	45,614	62,566	
City of Hartford	Administrative Assistant			58,616
City of Watertown	Administrative Assistant II	46,093	59,259	
Village of Hartland	Administrative Assistant			50,411
City of Portage	Administrative Assistant	39,771	59,669	
Village of Slinger	na			
City of Waupun	na			
City of Elkhorn	Administrative Assistant	39,374	56,181	47,570
City of Lake Mills	Admin Assist/Recep. (Clerk)	43,659	52,416	
City of Pewaukee	Administrative Assistant	44,678	61,277	
Village of Pewaukee	Secretary	41,031	55,392	
Village of Sussex	Administrative Assistant	38,250	61,640	46,700
Village of Cottage Grove	Administrative Assistant			61,912
City of Delafield	Administrative Assistant			51,168
Village of DeForest	Administrative Assistant			47,133
Village of McFarland	Administrative Assistant	46,717	59,197	51,584
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	Administrative Assistant	41,662	53,560	
City of Stoughton	Administrative Assistant			45,885
Village of Windsor	Deputy Clerk			50,960
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Administrative Assistant	46,000	61,865	
Village of Waunakee	Admin. Asst.	47,923	61,381	54,246
City of Whitewater	Administrative Assistant I	42,038	56,751	
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Administrative Assistant (various departments)	41,753	46,518	
Range Data				
Average		43,293	58,550	51,471
50th Percentile		43,659	59,259	50,960
60th Percentile		44,866	59,991	51,168
65th Percentile		45,427	60,955	51,376
70th Percentile		45,769	61,318	51,584
75th Percentile		46,000	61,381	52,915
80th Percentile		46,056	61,536	54,246

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Municipal Court Clerk/Administrative Assistant			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Municipal Court Clerk	45,614	62,566	
City of Hartford	Admin. Asst. (Law Enforcement)			61,080
City of Watertown	Court Clerk (Municipal)	46,093	59,259	
Village of Hartland	does not have			
City of Portage	Municipal Court Clerk	43,618	65,428	
Village of Slinger	na			
City of Waupun	na			
City of Elkhorn	Municipal Court Clerk	46,904	63,107	54,954
City of Lake Mills	Admin Assist/Recep. (Clerk)	43,659	52,416	
City of Pewaukee	Court Clerk	44,678	61,277	
Village of Pewaukee	Secretary/Clerk of Court	41,031	55,392	
Village of Sussex	na			
Village of Cottage Grove	Admin. Svcs. Mgr./Court Clerk			67,531
City of Delafield	na			
Village of DeForest	Court Clerk			54,912
Village of McFarland	na			
City of Monona	Mun. Court Clerk / Deputy Clerk			55,120
Village of Mount Horeb	na			
Village of Oregon	Court Clerk	53,414	68,682	
City of Stoughton	Court Clerk			53,560
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Court Clerk	46,000	61,865	
Village of Waunakee	Muni Court Clerk/CSR	51,355	65,728	61,048
City of Whitewater	Court Clerk	45,201	61,022	34,121
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Municipal Court Clerk/Administrative Asst.	44,935	50,063	
Range Data				
Average		46,143	61,522	55,291
50th Percentile		45,614	61,865	55,037
60th Percentile		46,000	62,566	56,306
65th Percentile		46,046	62,837	58,380
70th Percentile		46,093	63,107	60,455
75th Percentile		46,498	64,268	61,056
80th Percentile		46,904	65,428	61,067

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Deputy Clerk			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Deputy Clerk	65,104	89,294	
City of Hartford	Deputy City Clerk			53,019
City of Watertown	Deputy Treasurer/Clerk	62,878	80,829	
Village of Hartland	Deputy Clerk			50,527
City of Portage	Deputy Clerk	43,618	65,428	
Village of Slinger	Deputy Clerk	51,287	69,698	51,292
City of Waupun	Clerk Secretary/Office Asst.	40,082	51,522	
City of Elkhorn	Deputy Clerk	44,242	59,550	45,136
City of Lake Mills	Deputy Clerk	47,694	57,242	
City of Pewaukee	Dep Clerk/Comm Dev Coord.	54,995	75,421	
Village of Pewaukee	Deputy Clerk	45,198	61,018	
Village of Sussex	na			
Village of Cottage Grove	Deputy Clerk			61,104
City of Delafield	Deputy Clerk			65,239
Village of DeForest	Deputy Village Clerk			72,446
Village of McFarland	na			
City of Monona	Mun. Court Clerk / Deputy Clerk			55,120
Village of Mount Horeb	na			
Village of Oregon	Deputy Clerk	53,414	68,682	
City of Stoughton	Deputy Clerk			59,987
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Deputy City Clerk	50,600	68,051	
Village of Waunakee	Dep Clerk/Citizen Svcs. Supv.	58,198	74,485	64,251
City of Whitewater	Deputy Clerk	45,201	61,022	47,987
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Deputy Clerk	44,935	50,063	50,063
Range Data				
Average		50,962	67,865	56,919
50th Percentile		50,600	68,051	55,120
60th Percentile		51,712	68,885	59,987
65th Percentile		52,989	69,495	60,546
70th Percentile		54,047	71,613	61,104
75th Percentile		54,995	74,485	62,678
80th Percentile		56,917	75,046	64,251

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Utility Billing Specialist			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	na			
City of Hartford	Utility Billing Specialist			54,567
City of Watertown	Utility Billing Coordinator	50,294	64,646	
Village of Hartland	Fiscal, Recreational, PW Clerk			54,357
City of Portage	Utility Billing Specialist	39,771	59,669	
Village of Slinger	Utility Clerk	44,770	58,157	44,782
City of Waupun	Finance Accounting Spec.	48,818	62,754	
City of Elkhorn	Utility Billing Account Clerk	44,242	59,550	50,814
City of Lake Mills	Utility Bookkeeper	49,026	58,885	
City of Pewaukee	Utility Billing Specialist	46,966	64,418	
Village of Pewaukee	na			
Village of Sussex	Account Clerk/Finance Asst	42,500	61,640	55,000
Village of Cottage Grove	Utility Clerk			60,442
City of Delafield	na			
Village of DeForest	Utility Billing Clerk			59,197
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	Account Clerk/Finance Asst	48,797	73,195	67,163
Village of Oregon	Utility Clerk Coordinator	53,414	68,682	
City of Stoughton	Accounting Specialist			54,496
Village of Windsor	Accountant	43,343	65,027	63,142
City of Beaver Dam	Account Clerk II	41,787	54,309	48,464
City of Oconomowoc	Finance Clerk			51,334
City of Verona	Account Clerk/Finance Asst	50,600	68,051	
Village of Waunakee	Account Clerk II	54,787	70,138	62,005
City of Whitewater	Water Utility Clerk	45,201	61,022	50,024
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Utility Billing Specialist	44,935	50,063	47,430
Range Data				
Average		46,954	63,343	55,413
50th Percentile		46,966	62,754	54,531
60th Percentile		48,805	64,509	54,913
65th Percentile		48,838	64,684	56,889
70th Percentile		48,984	64,951	59,321
75th Percentile		49,660	66,539	60,131
80th Percentile		50,356	68,177	61,067

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Deputy Treasurer			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	City Clerk/Deputy Treasurer	72,550	99,486	
City of Hartford	Account Clerk			63,482
City of Watertown	na			
Village of Hartland	Deputy Treasurer			69,461
City of Portage	Deputy Treasurer	43,618	65,428	
Village of Slinger	Deputy Treasurer	46,379	59,545	46,384
City of Waupun	na			
City of Elkhorn	na			
City of Lake Mills	Deputy Treasurer	50,544	60,674	
City of Pewaukee	Deputy Treasurer-Accountant	50,440	69,118	
Village of Pewaukee	Deputy Treasurer	45,198	61,018	
Village of Sussex	Accountant	65,450	94,926	81,200
Village of Cottage Grove	Comptroller			90,000
City of Delafield	na			
Village of DeForest	Accountant/Deputy Treasurer			63,100
Village of McFarland	Deputy Treasurer			58,157
City of Monona	Deputy Clerk/Treasurer			55,000
Village of Mount Horeb	na			
Village of Oregon	Deputy Clerk Village Accountant	56,888	73,154	
City of Stoughton	Asst Finance Director			103,002
Village of Windsor	Deputy Treasurer	47,953	63,938	50,960
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	na			
Village of Waunakee	Accounting Supervisor	68,536	87,734	
City of Whitewater	Comptroller	69,865	94,317	
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Deputy Treasurer	44,935	50,063	50,063
Range Data				
Average		56,129	75,394	68,074
50th Percentile		50,544	69,118	63,291
60th Percentile		56,888	73,154	65,873
65th Percentile		61,169	80,444	68,564
70th Percentile		65,450	87,734	72,982
75th Percentile		66,993	91,026	78,265
80th Percentile		68,536	94,317	82,960

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Clerk/Treasurer/Finance Director			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Finance Director/Treasurer	94,848	130,062	
City of Hartford	Finance Director			73,424
City of Watertown	Finance Director	96,387	123,926	
Village of Hartland	Village Clerk			85,748
City of Portage	Clerk/Treasurer/Finance Director	78,121	117,183	
Village of Slinger	Treasurer	67,317	86,617	67,392
City of Waupun	Finance Director/Asst. Admin.	96,699	124,322	
City of Elkhorn	Finance Director	94,370	127,005	100,131
City of Lake Mills	Finance Director/Treasurer	78,395	101,899	
City of Pewaukee	Clerk/Treasurer	82,430	113,048	
Village of Pewaukee	Village Treasurer	69,321	93,584	
Village of Sussex	Finance Director	96,929	113,415	106,526
Village of Cottage Grove	Assit Admin/Finance Director			142,956
City of Delafield	na			
Village of DeForest	Finance Director			127,000
Village of McFarland	Finance Manager/Treasurer	75,629	102,086	93,101
City of Monona	Finance Director	97,777	132,000	125,000
Village of Mount Horeb	Finance Director	76,794	115,190	113,006
Village of Oregon	Finance Director / Village Treas.	110,573	142,147	
City of Stoughton	Finance Director/Comptroller			148,554
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	Dir. of Fin. and Admin. Svcs.	126,651	162,822	
City of Verona	Finance Director	110,400	148,476	
Village of Waunakee	Finance Director	116,646	149,344	145,704
City of Whitewater	Director of Finance	86,857	117,257	105,097
City of Delavan	na			
City of Monroe	na			
Village of Jackson	Clerk	65,000	75,000	
City of Burlington	na			
Fort Atkinson	Clerk/Treasurer/Finance Director	89,233	99,417	99,417
Range Data				
Average		90,587	119,757	110,280
50th Percentile		94,370	117,257	106,526
60th Percentile		96,079	124,243	115,405
65th Percentile		96,606	126,200	122,601
70th Percentile		96,837	128,839	125,800
75th Percentile		97,353	131,031	127,000
80th Percentile		102,826	136,059	136,574

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Public Relations/Executive Assistant			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	na			
City of Hartford	na			
City of Watertown	Media Productions Manager	50,294	64,646	
Village of Hartland	na			
City of Portage	na			
Village of Slinger	na			
City of Waupun	na			
City of Elkhorn	na			
City of Lake Mills	na			
City of Pewaukee	Office Coordinator	54,995	75,421	
Village of Pewaukee	na			
Village of Sussex	Communications Coordinator	45,050	65,338	46,772
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	Comms Coord/Manager			65,200
Village of McFarland	Communications Manager	67,267	85,259	69,306
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	na			
City of Stoughton	na			
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Business Office Mgr./Executive Admin	71,500	96,160	
Village of Waunakee	Communications Manager	82,264	105,290	90,792
City of Whitewater	Communication Coordinator	56,196	75,865	
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	PR/Executive Assistant	58,145	64,780	64,780
Range Data				
Average		61,081	81,140	68,017
50th Percentile		56,196	75,865	67,253
60th Percentile		62,839	81,501	68,484
65th Percentile		66,160	84,320	69,100
70th Percentile		68,114	87,439	71,454
75th Percentile		69,384	90,709	74,677
80th Percentile		70,653	93,979	77,900

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	City Manager			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	na			
City of Hartford	City Administrator			144,912
City of Watertown	na			
Village of Hartland	Village Manager			150,346
City of Portage	City Administrator	99,195	148,794	132,500
Village of Slinger	Village Administrator			122,500
City of Waupun	Administrator/Econ. Dev.	105,373	135,491	
City of Elkhorn	City Administrator	119,122	160,326	136,843
City of Lake Mills	na			
City of Pewaukee	City Administrator	128,190	146,494	
Village of Pewaukee	na			
Village of Sussex	Village Administrator	109,402	139,000	138,500
Village of Cottage Grove	Administrator			183,209
City of Delafield	City Administrator/PW Director			156,109
Village of DeForest	Village Administrator			154,800
Village of McFarland	Village Administrator	116,938	157,872	145,642
City of Monona	City Administrator	121,473	163,988	124,125
Village of Mount Horeb	Village Administrator	96,325	144,498	128,835
Village of Oregon	Village Administrator	126,776	163,010	
City of Stoughton	na			
Village of Windsor	Village Administrator	112,933	147,867	124,200
City of Beaver Dam	City Manager	160,000	175,000	
City of Oconomowoc	na			
City of Verona	City Administrator	146,004	196,359	
Village of Waunakee	Village Administrator			177,174
City of Whitewater	City Manager	115,303	155,659	144,231
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	City Manager	119,394	136,835	146,413
Range Data				
Average		119,772	156,489	144,262
50th Percentile		116,938	155,659	144,231
60th Percentile		119,592	158,363	145,204
65th Percentile		121,003	159,836	146,112
70th Percentile		123,594	161,400	149,405
75th Percentile		126,776	163,010	152,573
80th Percentile		127,625	163,597	155,062

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Library Director			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Library Director	79,976	109,678	
City of Hartford	Library Director			81,775
City of Watertown	Library Director	83,803	107,765	
Village of Hartland	Library Director			80,765
City of Portage	Library Director	74,274	111,424	
Village of Slinger	Library Director			72,000
City of Waupun	Library Director	77,272	96,595	
City of Elkhorn	Library Director	79,227	106,642	84,074
City of Lake Mills	Library Director	65,836	85,587	
City of Pewaukee	na			
Village of Pewaukee	na			
Village of Sussex	<i>Library is a separate entity</i>			
Village of Cottage Grove	Library Director			104,646
City of Delafield	Library Director			90,013
Village of DeForest	Library Director			97,500
Village of McFarland	Library Director	92,331	124,654	114,192
City of Monona	Library Director	91,381	123,364	97,750
Village of Mount Horeb	Library Director	61,214	91,832	83,324
Village of Oregon	Library Director	90,334	116,126	
City of Stoughton	Library Director			97,115
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Library Director	96,000	129,109	
Village of Waunakee	Library Director	89,128	114,088	111,301
City of Whitewater	Library Director	75,748	93,158	
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Library Director	84,628	90,881	87,245
Range Data				
Average		81,271	108,463	92,871
50th Percentile		79,976	109,678	93,564
60th Percentile		84,868	111,957	97,346
65th Percentile		88,063	113,555	97,538
70th Percentile		89,611	114,903	97,675
75th Percentile		90,334	116,126	99,474
80th Percentile		90,962	120,469	103,267

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Electrician			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Contracted			
City of Hartford	Only has Journeyman Lineman			
City of Watertown	na			
Village of Hartland	Contracted			
City of Portage	na			
Village of Slinger	Contracted			
City of Waupun	Contracted			
City of Elkhorn	see notes			
City of Lake Mills	Only has Journeyman Lineman			
City of Pewaukee	na			
Village of Pewaukee	na			
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	na			
City of Stoughton	na			
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	na			
Village of Waunakee	na			
City of Whitewater	na			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Electrician	71,959	80,172	75,955
Range Data				
Average				
50th Percentile				
60th Percentile				
65th Percentile				
70th Percentile				
75th Percentile				
80th Percentile				

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Building and Facilities Manager			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	na			
City of Hartford	na			
City of Watertown	Building And Grounds Maint. Supv.	41,891	53,851	
Village of Hartland	na			
City of Portage	na			
Village of Slinger	na			
City of Waupun	na			
City of Elkhorn	na			
City of Lake Mills	na			
City of Pewaukee	na			
Village of Pewaukee	na			
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	Facilities Maintenance Mgr	60,882	77,147	70,782
City of Monona	Public Works Project Manager	67,581	91,235	80,000
Village of Mount Horeb	na			
Village of Oregon	Parks and Facilities Manager	73,902	95,035	
City of Stoughton	Parks Maintenance Supervisor			80,725
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Building Facilities Manager	65,000	87,418	
Village of Waunakee	Buildings & Facilities Manager	75,379	96,512	89,627
City of Whitewater	Streets, Parks & Forestry Supt.	75,123	101,416	
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Park & Rec Maintenance Supervisor	58,145	64,780	64,780
Range Data				
Average		65,680	86,088	80,284
50th Percentile		67,581	91,235	80,362
60th Percentile		71,374	93,515	80,580
65th Percentile		73,270	94,655	80,689
70th Percentile		74,147	95,331	81,615
75th Percentile		74,513	95,774	82,950
80th Percentile		74,879	96,217	84,286

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Building Inspector/Zoning Administrator			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	na			
City of Hartford	Building Inspector			95,230
City of Watertown	Zoning Administrator	75,421	96,970	
Village of Hartland	na			
City of Portage	Economic Development/Zoning	66,604	99,930	
Village of Slinger	na			
City of Waupun	na			
City of Elkhorn	Contract Positions			
City of Lake Mills	Bldg Insp/Zoning Admin	73,965	96,138	
City of Pewaukee	Building Inspector	64,147	87,984	
Village of Pewaukee	na			
Village of Sussex	<i>Contracted</i>			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	na			
City of Stoughton	Building Inspector			100,090
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Building Inspector	86,515	116,353	
Village of Waunakee	na			
City of Whitewater	na			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	Assistant Building Inspector	72,800	104,000	
City of Burlington	na			
Fort Atkinson	Building Inspector	71,959	80,172	75,955
Range Data				
Average		73,242	100,229	
50th Percentile		73,382	98,450	
60th Percentile		73,965	99,930	
65th Percentile		74,329	100,948	
70th Percentile		74,693	101,965	
75th Percentile		75,057	102,983	
80th Percentile		75,421	104,000	

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Assistant City Engineer			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	na			
City of Hartford	Only has Engineering Aide II			
City of Watertown	Assistant City Engineer	94,712	119,429	
Village of Hartland	na			
City of Portage	Engineering Tech	51,288	76,921	
Village of Slinger	na			
City of Waupun	na			
City of Elkhorn	na			
City of Lake Mills	na			
City of Pewaukee	Civil Engineer	73,278	100,526	
Village of Pewaukee	na			
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	na			
City of Stoughton	na			
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	na			
Village of Waunakee	na			
City of Whitewater	na			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Assistant City Engineer			
Range Data				
Average		73,093	98,959	
50th Percentile		73,278	100,526	
60th Percentile		77,565	104,307	
65th Percentile		79,708	106,197	
70th Percentile		81,852	108,087	
75th Percentile		83,995	109,978	
80th Percentile		86,139	111,868	

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	City Engineer			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	City Engineer	98,550	135,138	
City of Hartford	Only has Senior Engineering Technician			
City of Watertown	Civil Staff Engineer	71,240	91,582	
Village of Hartland	na			
City of Portage	na			
Village of Slinger	Village Engineer/Director of PW	102,142	128,314	118,518
City of Waupun	na			
City of Elkhorn	na			
City of Lake Mills	na			
City of Pewaukee	Chief Engineer - Streets & Dev.	91,582	125,590	
Village of Pewaukee	Engineer/Dir. Of PW	98,952	125,236	
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	Civil Engineer	84,448	108,576	
City of Stoughton	na			
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Construction Engineer	86,515	116,353	
Village of Waunakee	na			
City of Whitewater	na			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	City Engineer			
Range Data				
Average		90,490	118,684	
50th Percentile		91,582	125,236	
60th Percentile		95,763	125,449	
65th Percentile		97,854	125,555	
70th Percentile		98,631	126,135	
75th Percentile		98,751	126,952	
80th Percentile		98,872	127,769	

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Parks, Forestry, and Facilities			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	na			
City of Hartford	Maintenance III			42,120
City of Watertown	na			
Village of Hartland	Maintenance Technician			
City of Portage	Parks Crewperson	47,441	71,162	
Village of Slinger	na			
City of Waupun	na			
City of Elkhorn	na			
City of Lake Mills	na			
City of Pewaukee	Parks Laborer	44,678	61,277	
Village of Pewaukee	na			
Village of Sussex	Parks Crew Member	45,050	65,338	53,500
Village of Cottage Grove	Parks Maintenance Technician			54,080
City of Delafield	na			
Village of DeForest	Parks Crew Member	52,021	75,005	
Village of McFarland	Parks Crew Member	52,312	66,290	56,888
City of Monona	Parks Crew Member	55,167	74,475	63,000
Village of Mount Horeb	Public Services Arborist	48,797	73,195	65,187
Village of Oregon	Parks Crew Person	50,170	64,501	
City of Stoughton	Facilities Maintenance Specialist			72,114
Village of Windsor	Parks Crew Member	47,316	59,380	60,278
City of Beaver Dam	na			
City of Oconomowoc	Only has seasonal positions			
City of Verona	Parks Maintenance Worker	55,660	74,857	
Village of Waunakee	na			
City of Whitewater	Laborer II	45,202	61,022	
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Parks Forestry & Facilities	48,659	54,212	51,361
Range Data				
Average		49,438	67,864	58,396
50th Percentile		48,797	66,290	58,583
60th Percentile		50,170	71,162	60,822
65th Percentile		51,095	72,179	61,775
70th Percentile		52,021	73,195	62,728
75th Percentile		52,166	73,835	63,547
80th Percentile		52,312	74,475	64,312

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Parks & Recreation Foreperson			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Lead Crew Person-Parks	53,976	74,027	
City of Hartford	Parks/Cemetery Crew Leader			67,954
City of Watertown	na			
Village of Hartland	na			
City of Portage	Parks Crew Foreman	55,111	82,655	
Village of Slinger	Parks & Forestry Working Supv.	59,838	78,215	74,297
City of Waupun	na			
City of Elkhorn	na			
City of Lake Mills	Park/Forestry II			53,539
City of Pewaukee	Parks Foreman	59,550	81,682	
Village of Pewaukee	na			
Village of Sussex	na			
Village of Cottage Grove	Parks Maintenance Supervisor			70,517
City of Delafield	na			
Village of DeForest	Foremen			75,504
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	na			
City of Stoughton	na			
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Maintenance Worker	55,660	74,857	
Village of Waunakee	PW/Parks Crew Lead	61,672	78,957	
City of Whitewater	na			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Crewleader (Parks)	52,861	58,893	58,893
Range Data				
Average		57,635	78,399	68,362
50th Percentile		57,605	78,586	70,517
60th Percentile		59,550	78,957	72,029
65th Percentile		59,622	79,638	72,785
70th Percentile		59,694	80,319	73,541
75th Percentile		59,766	81,000	74,297
80th Percentile		59,838	81,682	74,538

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Recreation Supervisor			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Recreation Supervisor	65,104	89,294	
City of Hartford	Recreation Supervisor			55,078
City of Watertown	Recreation Program Manager	58,656	75,400	
Village of Hartland	na			
City of Portage	Rec Coordinator	47,441	71,162	
Village of Slinger	Recreation Supervisor	52,209	70,163	61,505
City of Waupun	na			
City of Elkhorn	Recreation Supervisor	55,848	75,171	61,672
City of Lake Mills	na			
City of Pewaukee	Recreation Supervisor	68,723	94,224	
Village of Pewaukee	na			
Village of Sussex	Recreation Supervisor	55,250	80,132	67,684
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	Recreation Supervisor	62,100		
Village of McFarland	na			
City of Monona	Recreation Supervisor	67,581	91,235	73,500
Village of Mount Horeb	Recreation Director	61,214	91,832	77,522
Village of Oregon	Recreation & Programming Coord.	53,414	68,682	
City of Stoughton	Recreation Supervisor			86,112
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Recreation Director	78,650	105,776	
Village of Waunakee	Rec. Supervisor	75,379	96,512	94,162
City of Whitewater	na			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Recreation Supervisor	58,145	64,780	64,780
Range Data				
Average		61,659	84,132	72,154
50th Percentile		61,214	84,713	70,592
60th Percentile		62,701	90,459	74,304
65th Percentile		64,503	91,325	75,712
70th Percentile		66,095	91,653	77,119
75th Percentile		67,581	92,430	79,669
80th Percentile		68,266	93,746	82,676

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Parks & Recreation Director			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Dir. of Parks, Recreation, & Forestry	87,381	119,850	
City of Hartford	Parks & Recreation Director			92,894
City of Watertown	Recreation & Parks Director	79,622	102,378	
Village of Hartland	Recreation Director			91,160
City of Portage	Parks & Recreation Director	66,604	99,930	
Village of Slinger	Parks, Recreation, & Forestry Dir.	72,463	93,394	90,708
City of Waupun	Recreation Program Director	53,165	68,349	
City of Elkhorn	Recreation Director	79,227	106,642	84,074
City of Lake Mills	Grounds & Facilities Director	65,836	85,587	
City of Pewaukee	Director of Parks & Recreation	87,027	119,350	
Village of Pewaukee	na			
Village of Sussex	Parks & Recreation Director	80,750	117,116	94,560
Village of Cottage Grove	Director of Parks & Recreation			87,753
City of Delafield	na			
Village of DeForest	Parks & Recreation Director			80,500
Village of McFarland	Parks Superintendent	75,629	102,086	81,474
City of Monona	Parks & Recreation Director	97,777	132,000	122,000
Village of Mount Horeb	na			
Village of Oregon	Parks and Facilities Manager	73,902	95,035	
City of Stoughton	Director Public Works Dept			134,077
Village of Windsor	Parks & Conservancy Manager	70,583	98,586	73,497
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Director of Parks and Urban Forestry	86,515	116,353	
Village of Waunakee	Community Services Director	109,803	140,566	
City of Whitewater	Director of Parks, Rec., and Forestry	80,777	109,049	95,750
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Recreation Director	84,628	90,881	87,245
Range Data				
Average		79,191	106,642	94,037
50th Percentile		79,425	104,510	90,934
60th Percentile		80,750	109,049	92,201
65th Percentile		80,770	114,527	93,144
70th Percentile		83,646	116,735	94,060
75th Percentile		86,643	117,675	94,858
80th Percentile		87,027	119,350	95,512

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Mechanic			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Mechanic	53,976	74,027	
City of Hartford	Equipment Operator/Mechanic			68,064
City of Watertown	Mechanic	54,475	70,034	
Village of Hartland	na			
City of Portage	Mechanic	47,441	71,162	
Village of Slinger	DPW Operator- Mechanic	59,812	73,782	61,276
City of Waupun	Public Works Mechanic	57,512	73,944	
City of Elkhorn	na			
City of Lake Mills	Fleet Mechanic	65,541	78,749	
City of Pewaukee	Mechanic	59,550	81,682	
Village of Pewaukee	Mechanic	54,909	74,127	
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	Mechanic			74,006
Village of McFarland	Mechanic	60,882	77,147	70,782
City of Monona	Mechanic	63,161	85,266	79,700
Village of Mount Horeb	Mechanic	48,797	73,195	70,512
Village of Oregon	Mechanic	69,202	88,962	
City of Stoughton	Mechanic			73,882
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	Mechanic			66,602
City of Verona	na			
Village of Waunakee	Fleet Maint Tech/Crew Mbr	65,104	83,325	70,096
City of Whitewater	Parks Mechanic/Maintenance	52,262	70,554	62,651
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Mechanic	52,861	58,893	58,893
Range Data				
Average		58,045	76,854	69,757
50th Percentile		58,531	74,077	70,304
60th Percentile		59,760	76,543	70,620
65th Percentile		60,293	77,868	70,742
70th Percentile		61,110	79,042	71,712
75th Percentile		62,591	80,948	73,107
80th Percentile		63,938	82,339	73,907

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Head Mechanic			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Chief Mechanic	57,678	79,102	
City of Hartford	na			
City of Watertown	na			
Village of Hartland	na			
City of Portage	na	55,111	82,655	
Village of Slinger	na			
City of Waupun	Lead Mechanic			64,465
City of Elkhorn	na			
City of Lake Mills	na			
City of Pewaukee	na			
Village of Pewaukee	Leadman (Street)	54,909	74,127	
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	na			
City of Stoughton	na			
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Lead Mechanic/Fleet Manager	65,000	87,418	
Village of Waunakee	na			
City of Whitewater	na			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Head Mechanic	57,084	63,598	63,598
Range Data				
Average		58,175	80,826	
50th Percentile		56,395	80,879	
60th Percentile		57,165	81,944	
65th Percentile		57,550	82,477	
70th Percentile		58,411	83,131	
75th Percentile		59,509	83,846	
80th Percentile		60,607	84,560	

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Crewperson (various departments)			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Public Works & Parks Crewperson	47,466	65,083	
City of Hartford	Equipment Operator			63,865
City of Watertown	Mechanic/Parks Maint./Pool Operator	50,294	64,646	
Village of Hartland	DPW Crew			66,465
City of Portage	Crewperson	43,618	65,428	
Village of Slinger	na			
City of Waupun	na			
City of Elkhorn	DPW Crew Member II	52,686	70,907	
City of Lake Mills	Street Maintenance Level 1	51,958	62,400	
City of Pewaukee	na			
Village of Pewaukee	Utility Operator	51,801	69,931	
Village of Sussex	Public Works Crew Member	55,250	80,132	67,253
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	Public Works Crew Member	60,008	75,005	
Village of McFarland	Public Works Crew Member	55,099	69,826	60,278
City of Monona	Public Works Crew Member	55,167	74,475	58,400
Village of Mount Horeb	Public Works Crew Member	48,797	73,195	63,794
Village of Oregon	Crew Person	50,170	64,501	
City of Stoughton	na			
Village of Windsor	Public Works Crew Member	47,316	59,380	57,408
City of Beaver Dam	na			
City of Oconomowoc	DPW Crewperson	54,766	70,408	
City of Verona	na			
Village of Waunakee	Public Works Crew Member	54,787	70,138	
City of Whitewater	na			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Crewperson (various departments)	52,861	58,893	
Range Data				
Average		51,946	69,030	62,495
50th Percentile		51,958	69,931	63,794
60th Percentile		53,518	70,246	63,836
65th Percentile		54,768	70,458	63,858
70th Percentile		54,783	70,807	64,385
75th Percentile		54,943	72,051	65,165
80th Percentile		55,113	73,451	65,945

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Public Works Laborer			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	na			
City of Hartford	Recycling Laborer PT			31,815
City of Watertown	General Laborer-Streets	46,093	59,259	
Village of Hartland	DPW Crew			66,465
City of Portage	na			
Village of Slinger	DPW Operator	57,983	71,953	58,271
City of Waupun	Public Works Light Equip. Op.	48,818	62,754	
City of Elkhorn	DPW Crew Member I	49,712	66,893	53,227
City of Lake Mills	na			
City of Pewaukee	na			
Village of Pewaukee	PW Laborer	41,031	55,392	
Village of Sussex	Public Works Crew Member	55,250	80,132	67,253
Village of Cottage Grove	na			
City of Delafield	Laborer			66,464
Village of DeForest	Public Works Crew Member	60,008	75,005	
Village of McFarland	Public Works Crew Member	55,099	69,826	60,278
City of Monona	Public Works Crew Member	55,167	74,475	58,400
Village of Mount Horeb	Public Works Crew Member	48,797	73,195	63,794
Village of Oregon	Public Works Crew Person I	47,133	60,611	
City of Stoughton	na			
Village of Windsor	Public Works Crew Member	47,316	59,380	57,408
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Utility Worker	55,660	74,857	
Village of Waunakee	Public Works Crew Member	54,787	70,138	
City of Whitewater	Laborer II	45,202	61,022	
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Building Maintenance	47,937	53,408	53,408
Range Data				
Average		51,204	67,659	58,337
50th Percentile		49,712	69,826	59,339
60th Percentile		54,912	70,864	61,684
65th Percentile		55,106	72,077	63,266
70th Percentile		55,153	72,947	64,595
75th Percentile		55,209	73,835	65,796
80th Percentile		55,332	74,551	66,464

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Public Works Superintendent			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	na			
City of Hartford	na			
City of Watertown	na			
Village of Hartland	na			
City of Portage	Public Works Superintendent	66,604	99,930	
Village of Slinger	na			
City of Waupun	na			
City of Elkhorn	na			
City of Lake Mills	na			
City of Pewaukee	Streets Superintendent	73,278	100,526	
Village of Pewaukee	Public Works Superintendent	65,398	88,287	
Village of Sussex	na			
Village of Cottage Grove	Streets Superintendent			81,640
City of Delafield	na			
Village of DeForest	Assistant PW Director			100,963
Village of McFarland	Streets & Utilities Supt	83,574	112,819	92,310
City of Monona	Deputy DPW Director	85,402	115,293	99,000
Village of Mount Horeb	na			
Village of Oregon	Assistant Director of PW	90,334	116,126	
City of Stoughton	Assistant PW Director	93,622	121,708	103,387
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Assistant Public Works Director	86,515	116,353	
Village of Waunakee	na			
City of Whitewater	na			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Superintendent (PW)	84,628	90,881	90,881
Range Data				
Average		80,591	108,880	95,460
50th Percentile		84,488	114,056	99,000
60th Percentile		85,625	115,460	99,785
65th Percentile		86,014	115,751	100,178
70th Percentile		86,404	116,043	100,570
75th Percentile		87,470	116,183	100,963
80th Percentile		88,807	116,262	101,448

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Equipment Operator			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	na			
City of Hartford	Equipment Operator			63,865
City of Watertown	Heavy Equipment Operator	54,475	70,034	
Village of Hartland	na			
City of Portage	na			
Village of Slinger	DPW Operator	57,983	71,953	58,271
City of Waupun	Public Works Heavy Equip. Operator	53,165	68,349	
City of Elkhorn	na			
City of Lake Mills	Water Operator	55,076	66,144	
City of Pewaukee	na			
Village of Pewaukee	Equipment Operator	51,801	69,931	
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	na			
City of Stoughton	Machine Operator	62,691	66,040	63,110
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	na			
Village of Waunakee	na			
City of Whitewater	na			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Sweeper Operator	50,335	56,080	56,080
Range Data				
Average		55,865	68,742	61,749
50th Percentile		54,776	69,140	63,110
60th Percentile		55,076	69,931	63,261
65th Percentile		55,803	69,957	63,336
70th Percentile		56,529	69,982	63,412
75th Percentile		57,256	70,008	63,487
80th Percentile		57,983	70,034	63,563

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Public Works Operations Crewleader			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Lead Crew Person-Public Works	53,976	74,027	
City of Hartford	Equipment Operator Crew Leader			69,671
City of Watertown	WW Collections Crew Leader	62,878	80,829	
Village of Hartland	DPW Lead			75,196
City of Portage	na			
Village of Slinger	na			
City of Waupun	na			
City of Elkhorn	DPW Lead - Streets OR Parks	59,197	79,685	65,395
City of Lake Mills	na			
City of Pewaukee	Streets Crew Leader	59,550	81,682	
Village of Pewaukee	Leadman (Utility)	54,909	74,127	
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	W/WW Utility Operator III	56,888	73,154	
City of Stoughton	na			
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	PW Lead Worker	65,000	87,418	
Village of Waunakee	PW/Parks Crew Lead	61,672	78,957	
City of Whitewater	Lead Laborer	56,196	75,865	74,833
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Crewleader (PW)	52,861	58,893	
Range Data				
Average		58,919	78,416	71,274
50th Percentile		59,197	78,957	72,252
60th Percentile		59,480	79,539	73,801
65th Percentile		59,975	79,914	74,575
70th Percentile		60,823	80,371	74,869
75th Percentile		61,672	80,829	74,924
80th Percentile		62,155	81,170	74,978

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Public Works Operations Foreperson			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Public Works Foreman	57,678	79,102	
City of Hartford	na			
City of Watertown	Wastewater Operations Foreman	62,878	80,829	
Village of Hartland	DPW Lead			75,196
City of Portage	PW Foreman	55,111	82,655	
Village of Slinger	DPW Working Foreman	59,838	78,215	64,209
City of Waupun	Public Works Working Foreman	57,512	73,944	
City of Elkhorn	na			
City of Lake Mills	Water Foreman	63,752	76,565	
City of Pewaukee	na			
Village of Pewaukee	na			
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	Foreman			83,304
Village of DeForest	na			
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	W/WW Utility Operator III	56,888	73,154	
City of Stoughton	na			
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	PW Lead Worker	65,000	87,418	
Village of Waunakee	na			
City of Whitewater	na			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Public Works Operations Foreperson	58,145	64,780	64,780
Range Data				
Average		59,832	78,985	74,237
50th Percentile		58,758	78,659	75,196
60th Percentile		60,446	79,448	76,818
65th Percentile		61,510	80,052	77,629
70th Percentile		62,574	80,656	78,439
75th Percentile		63,097	81,285	79,250
80th Percentile		63,403	81,925	80,061

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Public Works Operations Supervisor			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	na			
City of Hartford	na			
City of Watertown	na			
Village of Hartland	PW Ops Supervisor			99,730
City of Portage	na			
Village of Slinger	na			
City of Waupun	na			
City of Elkhorn	na			
City of Lake Mills	na			
City of Pewaukee	Utility Superintendent	64,147	87,984	
Village of Pewaukee	Utility Supervisor	65,398	88,287	
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	Wastewater Utility Manager	73,902	95,035	
City of Stoughton	Streets Supervisor			91,499
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Has Utility Superintendent			
Village of Waunakee	PW/Parks Supervisor	75,379	96,512	83,221
City of Whitewater	Has DPW Superintendent (Water)			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Supervisor (PW)	65,551	73,032	73,032
Range Data				
Average		69,707	91,955	91,483
50th Percentile		69,650	91,661	91,499
60th Percentile		72,202	93,686	93,145
65th Percentile		73,477	94,698	93,968
70th Percentile		74,050	95,183	94,791
75th Percentile		74,272	95,404	95,614
80th Percentile		74,493	95,626	96,438

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Public Works Director			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Dir. of Public Works	98,550	135,138	
City of Hartford	Director of Public Works			93,152
City of Watertown	Director Of Public Works	100,568	129,314	
Village of Hartland	DPW Director			92,374
City of Portage	Public Works Director	83,856	125,807	
Village of Slinger	Village Engineer/Dir. of PW	102,142	128,314	118,518
City of Waupun	Director Public Works	88,005	113,131	
City of Elkhorn	Public Works Director	100,027	134,618	108,264
City of Lake Mills	PW Director	93,350	121,326	
City of Pewaukee	Public Works Dir/City Engineer	114,462	156,957	
Village of Pewaukee	Engineer/Dir. Of PW	98,952	125,236	
Village of Sussex	Public Works Director	93,500	135,600	120,259
Village of Cottage Grove	PW & Utilities Director			135,000
City of Delafield	na			
Village of DeForest	Public Works Director			131,250
Village of McFarland	Director of Public Works	102,045	137,758	115,752
City of Monona	Public Works Director	104,621	141,239	125,000
Village of Mount Horeb	Public Works Director	76,794	115,190	102,045
Village of Oregon	Director of Public Works	110,573	142,147	
City of Stoughton	Public Works Director			134,082
Village of Windsor	Public Works Director	96,922	125,079	96,922
City of Beaver Dam	na			
City of Oconomowoc	Director of Public Works			110,314
City of Verona	Public Works Director	110,400	148,476	143,190
Village of Waunakee	Public Works Director	106,330	136,136	136,136
City of Whitewater	Director of Public Works	93,395	126,083	118,890
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Director of Public Works	104,010	114,671	116,000
Range Data				
Average		98,583	132,086	117,572
50th Percentile		99,490	131,966	118,704
60th Percentile		100,863	135,230	120,259
65th Percentile		102,050	135,627	123,815
70th Percentile		102,132	136,082	128,125
75th Percentile		104,001	137,353	131,958
80th Percentile		105,646	139,847	134,082

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Water/Wastewater Operator			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Wastewater/Water Plant Op.	57,678	79,102	
City of Hartford	Collection System Operator			68,385
City of Watertown	Water Systems Operator	58,656	75,400	
Village of Hartland	DPW Crew			66,465
City of Portage	Water/Wastewater Operator	47,441	71,162	
Village of Slinger	DPW Operator	57,983	71,953	58,271
City of Waupun	PW Light Equipment Operator	53,165	68,349	
City of Elkhorn	Water Operator I	52,686	70,907	54,829
City of Lake Mills	WWTP Operator	55,076	66,144	
City of Pewaukee	Utility Operator	59,550	81,682	
Village of Pewaukee	Utility Operator	51,801	69,931	
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	Utility Crew Member	52,021	66,019	
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	Wastewater Operator	61,214	91,832	78,270
Village of Oregon	W/WW Utility Operator I	47,133	60,611	
City of Stoughton	Machine Operator	62,691	66,040	63,110
Village of Windsor	Utility Crew Member	52,993	62,994	57,049
City of Beaver Dam	Utility Worker			64,501
City of Oconomowoc	Water Utility Worker	69,834	94,340	81,313
City of Verona	Utility Worker	55,660	74,857	
Village of Waunakee	na			
City of Whitewater	Water/Wastewater Operator	56,196	75,865	
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Water/Wastewater Operator			
Range Data				
Average		55,987	73,364	65,799
50th Percentile		55,660	71,162	64,501
60th Percentile		57,085	73,695	66,072
65th Percentile		57,800	75,074	66,849
70th Percentile		58,118	75,493	67,617
75th Percentile		58,656	75,865	68,385
80th Percentile		59,372	78,455	72,339

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Water/Wastewater Maintenance			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	na			
City of Hartford	na			
City of Watertown	Water Sys. Maint. & Fac. Foreman	75,421	96,970	
Village of Hartland	DPW Crew			66,465
City of Portage	na			
Village of Slinger	na			
City of Waupun	Public Works Lead Maint. Tech.	57,512	73,944	
City of Elkhorn	na			
City of Lake Mills	na			
City of Pewaukee	na			
Village of Pewaukee	na			
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	Utilities Maintenance Worker	60,882	77,147	70,845
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	na			
City of Stoughton	na			
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Maintenance Worker	55,660	74,857	
Village of Waunakee	na			
City of Whitewater	na			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Water/Wastewater Maintenance			
Range Data				
Average		62,369	80,729	
50th Percentile		59,197	76,002	
60th Percentile		60,208	76,689	
65th Percentile		60,713	77,033	
70th Percentile		62,336	79,129	
75th Percentile		64,516	82,103	
80th Percentile		66,697	85,076	

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Water/Wastewater Technician			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Wastewater Plant Lab Tech.	47,466	65,083	
City of Hartford	WW Laboratory Technician			66,200
City of Watertown	Water Utility Technician	46,093	59,259	
Village of Hartland	DPW Crew			66,465
City of Portage	na			
Village of Slinger	na			
City of Waupun	Public Works Lead Maint. Tech.	57,512	73,944	
City of Elkhorn	Water Operator II	55,848	75,171	66,747
City of Lake Mills	na			
City of Pewaukee	PW Senior Engineering Tech.	64,147	87,984	
Village of Pewaukee	na			
Village of Sussex	na			
Village of Cottage Grove	Utility Operations Technician			63,784
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	Utility Technician	56,888	73,154	
City of Stoughton	PW Engineering Technician			77,834
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	na			
Village of Waunakee	na			
City of Whitewater	Only has seasonal roles.			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Technician (WW)	53,646	59,768	
Range Data				
Average		54,659	72,433	68,206
50th Percentile		56,368	73,549	66,465
60th Percentile		56,888	73,944	66,578
65th Percentile		57,044	74,251	66,634
70th Percentile		57,200	74,558	66,691
75th Percentile		57,356	74,864	66,747
80th Percentile		57,512	75,171	68,964

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Water/Wastewater Specialist			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	na			
City of Hartford	Wastewater Collection Sys. Op.			68,364
City of Watertown	Wastewater Collections Spec.	50,294	64,646	
Village of Hartland	DPW Crew			66,465
City of Portage	na			
Village of Slinger	na			
City of Waupun	na			
City of Elkhorn	Water Operator III	59,197	79,685	72,405
City of Lake Mills	na			
City of Pewaukee	na			
Village of Pewaukee	na			
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	na			
City of Stoughton	na			
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	na			
Village of Waunakee	na			
City of Whitewater	Wastewater Specialist	52,262	70,554	
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Operations Specialist	53,646	59,768	59,768
Range Data				
Average		53,918	71,628	69,078
50th Percentile		52,262	70,554	68,364
60th Percentile		53,649	72,380	69,172
65th Percentile		54,343	73,293	69,576
70th Percentile		55,036	74,206	69,980
75th Percentile		55,730	75,120	70,384
80th Percentile		56,423	76,033	70,788

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Water/Wastewater Foreperson			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Chief Wastewater Plant Operator	61,402	84,198	
City of Hartford	Wastewater Crew Leader			73,682
City of Watertown	Water Operations Foreman	62,878	80,829	
Village of Hartland	DPW Leadman			85,717
City of Portage	Water/Wastewater Foreperson	58,240	74,880	
Village of Slinger	na			
City of Waupun	Public Works Working Foreman	57,512	73,944	
City of Elkhorn	Water Operator in Charge	66,518	89,523	76,419
City of Lake Mills	Waste Water Foreman	63,752	76,565	
City of Pewaukee	na			
Village of Pewaukee	na			
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	Foreman			83,304
Village of DeForest	na			
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	W/WW Utility Operator III	56,888	73,154	
City of Stoughton	na			
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	PW Lead Worker	65,000	87,418	
Village of Waunakee	PW/Parks Crew Lead	61,672	78,957	
City of Whitewater	Lead Laborer	56,196	75,865	
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Foreperson (WW)	58,145	64,780	64,780
Range Data				
Average		61,006	79,533	79,781
50th Percentile		61,537	77,761	79,862
60th Percentile		62,155	79,706	81,927
65th Percentile		62,697	80,548	82,960
70th Percentile		63,140	81,840	83,546
75th Percentile		63,534	83,356	83,907
80th Percentile		64,002	84,842	84,269

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Water/Wastewater Superintendent			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	WWTP Superintendent	87,381	119,850	
City of Hartford	WWTP Superintendent			129,272
City of Watertown	Water/Wastewater Utilities Mgr.	96,387	123,926	
Village of Hartland	na			
City of Portage	Utility Superintendent	90,000	115,000	
Village of Slinger	Utilities Superintendent	70,523	97,041	96,283
City of Waupun	na			
City of Elkhorn	W/WW Superintendent	79,227	106,642	92,830
City of Lake Mills	na			
City of Pewaukee	Utility Manager	82,430	113,048	
Village of Pewaukee	na			
Village of Sussex	na			
Village of Cottage Grove	Utility Superintendent			86,507
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	Water Utility & Sewer Collections Mgr.	73,902	95,035	
City of Stoughton	na			
Village of Windsor	Utility Manager	70,013	105,031	73,260
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Utility Superintendent	78,650	105,776	
Village of Waunakee	na			
City of Whitewater	Water/Wastewater Superintendent	75,123	101,416	97,110
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Superintendent (WW)	84,628	90,881	87,245
Range Data				
Average		80,364	108,276	95,877
50th Percentile		78,939	106,209	94,557
60th Percentile		80,508	109,204	96,283
65th Percentile		81,950	112,087	96,490
70th Percentile		83,916	113,634	96,697
75th Percentile		86,143	114,512	96,903
80th Percentile		87,905	115,970	97,110

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Telecommunicator			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Dispatchers	50,232	68,890	
City of Hartford	na			
City of Watertown	911 Dispatcher	54,475	70,034	
Village of Hartland	na			
City of Portage	na			
Village of Slinger	na			
City of Waupun	Dispatcher	39,520	49,920	
City of Elkhorn	na			
City of Lake Mills	na			
City of Pewaukee	na			
Village of Pewaukee	na			
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	na			
City of Monona	Police/Emergency Dispatcher	59,028	79,688	64,000
Village of Mount Horeb	na			
Village of Oregon	na			
City of Stoughton	Dispatcher	52,333	56,597	
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	na			
Village of Waunakee	na			
City of Whitewater	Dispatcher II	42,038	56,751	
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Telecommunicator	46,473	51,777	
Range Data				
Average		49,604	63,646	
50th Percentile		51,282	62,820	
60th Percentile		52,333	68,890	
65th Percentile		52,868	69,176	
70th Percentile		53,404	69,462	
75th Percentile		53,940	69,748	
80th Percentile		54,475	70,034	

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Police Lieutenant			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Police Lieutenant	76,274	104,582	
City of Hartford	na			
City of Watertown	Has Police Sergeant			
Village of Hartland	Lieutenant			105,033
City of Portage	Police Lieutenant	66,604	99,930	
Village of Slinger	Police Lieutenant	92,000	110,416	96,000
City of Waupun	Police Lieutenant	88,005	113,131	
City of Elkhorn	na			
City of Lake Mills	Police Lieutenant			115,000
City of Pewaukee	na			
Village of Pewaukee	Has Police Sergeant			
Village of Sussex	<i>Contracted</i>			
Village of Cottage Grove	Only has Sergeant			91,828
City of Delafield	Police Lieutenant			107,830
Village of DeForest	Police Lieutenant			106,250
Village of McFarland	Police Lieutenant	92,331	124,654	
City of Monona	Police Lieutenant	91,381	123,364	110,250
Village of Mount Horeb	Police Lieutenant	76,794	115,190	101,920
Village of Oregon	Lieutenant	104,894	110,406	
City of Stoughton	Police Lieutenant	115,000	119,000	
Village of Windsor	na			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Police Lieutenant	96,000	129,109	
Village of Waunakee	Police Lieutenant	102,877	131,706	113,610
City of Whitewater	na			
City of Delavan	na			
City of Monroe	na			
Village of Jackson	Police Lieutenant			105,000
City of Burlington	Police Lieutenant			112,570
Fort Atkinson	Police Lieutenant	81,945	87,359	
Range Data				
Average		91,105	116,499	105,935
50th Percentile		92,000	115,190	106,250
60th Percentile		92,331	119,000	107,830
65th Percentile		94,166	121,182	109,040
70th Percentile		96,000	123,364	110,250
75th Percentile		99,438	124,009	111,410
80th Percentile		102,877	124,654	112,570

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Police Captain			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Police Captain	83,678	114,774	
City of Hartford	Police Captain	112,320	117,104	
City of Watertown	Police Captain	83,803	107,765	
Village of Hartland	Deputy Chief of Police	120,000		136,606
City of Portage	Police Captain	70,451	105,689	
Village of Slinger	Police Captain	97,000	117,000	103,000
City of Waupun	Deputy Police Chief	92,331	118,706	
City of Elkhorn	Police Captain	83,990	113,027	102,378
City of Lake Mills	Has Lieutenant only			
City of Pewaukee	na			
Village of Pewaukee	Deputy Chief	97,183	118,975	
Village of Sussex	<i>Contracted</i>			
Village of Cottage Grove	Deputy Chief			112,500
City of Delafield	Has Lieutenant only			
Village of DeForest	Police Captain			117,300
Village of McFarland	na			
City of Monona	Police Captain	97,777	132,000	127,000
Village of Mount Horeb	Deputy Chief	85,000		
Village of Oregon	Has Lieutenant only			
City of Stoughton	Has Lieutenant only			
Village of Windsor	Contracted			
City of Beaver Dam	na			
City of Oconomowoc	Police Captain	110,531	142,376	
City of Verona	Has Lieutenant only			
Village of Waunakee	Has Lieutenant only			
City of Whitewater	Police Captain	80,778	109,050	
City of Delavan	na			
City of Monroe	Police Captain	95,483	122,227	
Village of Jackson	Has Lieutenant only			
City of Burlington	Has Lieutenant only			
Fort Atkinson	Police Captain	86,567	95,919	
Range Data				
Average		93,595	118,224	116,464
50th Percentile		93,907	117,052	114,900
60th Percentile		96,697	118,065	117,300
65th Percentile		97,082	118,746	119,725
70th Percentile		97,242	118,894	122,150
75th Percentile		97,629	119,788	124,575
80th Percentile		102,879	121,577	127,000

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Police Chief			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Police Chief	94,848	130,062	
City of Hartford	na			
City of Watertown	Police Chief	100,568	129,314	128,066
Village of Hartland	Chief			140,567
City of Portage	Police Chief	83,856	125,807	
Village of Slinger	Police Chief	102,000	125,818	110,000
City of Waupun	Police Chief	105,373	135,491	
City of Elkhorn	Police Chief	100,027	134,618	124,363
City of Lake Mills	Police Chief	83,096	107,994	100,000
City of Pewaukee	na			
Village of Pewaukee	Police Chief	98,952	125,236	
Village of Sussex	<i>Contracted</i>			
Village of Cottage Grove	Chief of Police			135,037
City of Delafield	Police Chief			129,797
Village of DeForest	Police Chief			133,600
Village of McFarland	Police Chief	102,045	137,758	
City of Monona	Police Chief	104,621	141,239	131,000
Village of Mount Horeb	Police Chief	86,008	129,002	116,480
Village of Oregon	Chief of Police	118,373	152,194	135,283
City of Stoughton	Police Chief			134,534
Village of Windsor	Contracted			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Police Chief	110,400	148,476	143,190
Village of Waunakee	Police Chief	120,058	153,670	142,688
City of Whitewater	Police Chief	93,395	126,084	122,000
City of Delavan	na			
City of Monroe	Police Chief			126,000
Village of Jackson	Police Chief			115,000
City of Burlington	Police Chief			130,458
Fort Atkinson	Chief of Police	100,981	111,331	111,331
Range Data				
Average		100,241	133,517	127,670
50th Percentile		100,568	130,062	130,127
60th Percentile		102,018	134,967	131,520
65th Percentile		102,302	135,718	133,647
70th Percentile		104,106	137,305	134,441
75th Percentile		104,997	139,499	134,912
80th Percentile		106,378	142,686	135,185

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Fire Division Chief			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	na			
City of Hartford	na			
City of Watertown	Deputy Chief-Fd	87,984	113,131	
Village of Hartland	na			
City of Portage	Fire Captain/EMS	74,274	111,424	
Village of Slinger	na			
City of Waupun	na			
City of Elkhorn	Assistant Fire Chief	74,734	100,589	77,771
City of Lake Mills	na			
City of Pewaukee	Division Chief - EMS	82,430	113,048	
Village of Pewaukee	na			
Village of Sussex	na			
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	na			
City of Monona	na			
Village of Mount Horeb	na			
Village of Oregon	na			
City of Stoughton	Deputy Chief-EMS			97,386
Village of Windsor	Contracted			
City of Beaver Dam	na			
City of Oconomowoc	Assistant Chief	119,942	140,531	
City of Verona	Battalion Chief	86,515	116,353	
Village of Waunakee	na			
City of Whitewater	Asst Chief-Fire	69,865	94,317	
City of Delavan	First Asst Chief-Fire			
City of Monroe	na			
Village of Jackson	Assistant Chief			52,000
City of Burlington	na			
Fort Atkinson	Fire Division Chief	67,471	74,387	
Range Data				
Average		85,106	112,770	75,719
50th Percentile		82,430	113,048	77,771
60th Percentile		84,881	113,098	81,694
65th Percentile		86,107	113,123	83,656
70th Percentile		86,809	113,776	85,617
75th Percentile		87,250	114,742	87,578
80th Percentile		87,690	115,709	89,540

City of Fort Atkinson, WI
Appendix C - Market Survey Salary Data

	Fire Chief/Emergency Management Director			
Municipality:	Title & Position Comments	Minimum Rate:	Maximum Rate:	Actual Salary:
City of Jefferson	Fire Chief/EMS Director	94,848	130,062	
City of Hartford	Chief of Fire and Rescue	97,000	107,000	
City of Watertown	Chief Of Fire/Emergency Operations	100,568	129,314	
Village of Hartland	Chief			103,576
City of Portage	Fire Chief/EMS Director	78,121	117,183	
Village of Slinger	na			
City of Waupun	Fire Chief/Emergency Gov. Dir.	88,005	113,131	
City of Elkhorn	Fire Chief/EMS Director	89,024	119,808	96,366
City of Lake Mills	Fire Chief	83,096	107,994	
City of Pewaukee	Fire Chief	109,886	150,696	
Village of Pewaukee	na			
Village of Sussex	Fire Chief	92,508	104,982	92,588
Village of Cottage Grove	na			
City of Delafield	na			
Village of DeForest	na			
Village of McFarland	Fire & Rescue Chief	102,045	137,758	134,264
City of Monona	Fire Chief	104,621	141,239	113,000
Village of Mount Horeb	na			
Village of Oregon	Fire Chief			114,250
City of Stoughton	EMS/Fire Chief			117,853
Village of Windsor	Contracted			
City of Beaver Dam	na			
City of Oconomowoc	na			
City of Verona	Fire Chief	110,400	148,476	
Village of Waunakee	na			
City of Whitewater	Fire Chief	86,858	117,258	
City of Delavan	na			
City of Monroe	na			
Village of Jackson	na			
City of Burlington	na			
Fort Atkinson	Fire Chief/EM Director	96,828	107,878	107,878
Range Data				
Average		95,152	124,992	110,271
50th Percentile		94,848	119,808	113,000
60th Percentile		97,714	129,463	113,750
65th Percentile		99,854	129,913	114,125
70th Percentile		101,159	133,141	114,971
75th Percentile		102,045	137,758	116,051
80th Percentile		103,591	139,847	117,132



MEMORANDUM

DATE: October 21, 2025

TO: Fort Atkinson City Council

FROM: Adrian Bump, Police Chief

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

BACKGROUND

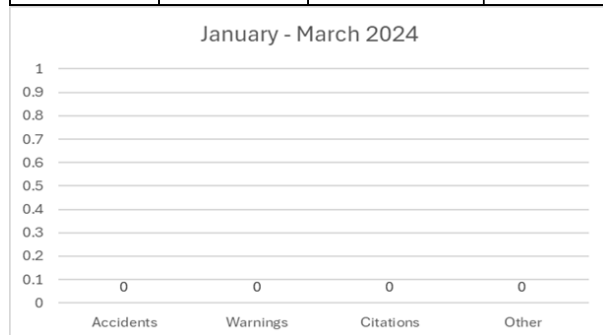
Upon passing of the ATV/UTV ordinance by the Fort Atkinson City Council, enforcement data was requested every six (6) months. Below data reflects enforcement action by Fort Atkinson Police Officers that was initiated within the City Limits of Fort Atkinson over the past 18 months.

DISCUSSION

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

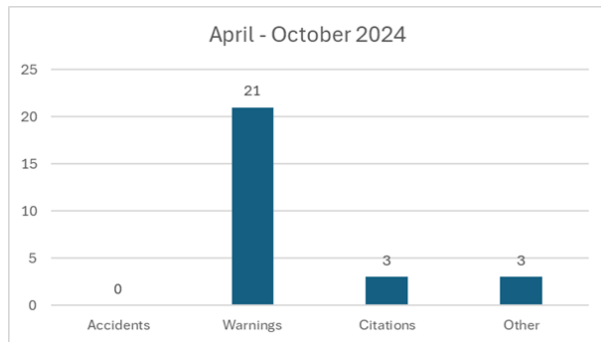
Data shown below reflects call for service related to ATV/UTV enforcement and complaints from January 1 to March 31, 2024. This is a snapshot of enforcement action taken by officers before the ordinance allowing ATV/UTVs to legally travel city streets was enacted.

ATV/UTV Related Police Calls			
	January - March 2024		
Accidents	Warnings	Citations	Other
0	0	0	0



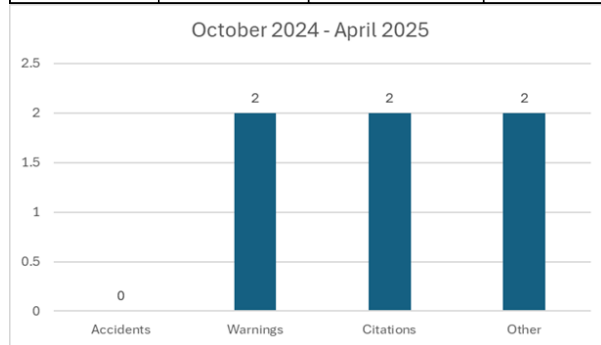
Data shown below reflects enforcement action from April 1 to October 27, 2024, during the timeframe when ATV/UTV use on city streets was authorized under ordinance.

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



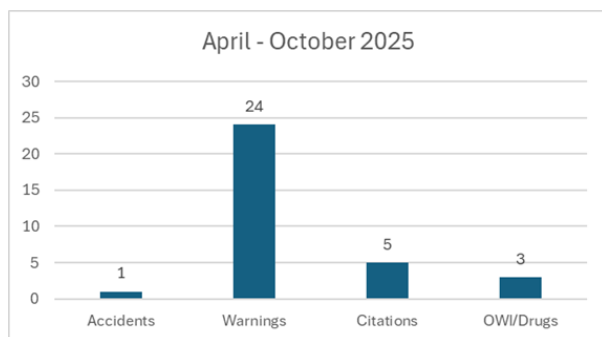
Data shown below reflects enforcement action from October 28, 2024 to April 9, 2025, during the timeframe when ATV/UTV use on city streets was authorized under ordinance.

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



Data shown below reflects enforcement action from April 1, 2025 to October 7, 2025.

ATV/UTV Related Police Calls			
	April - October 2025		
Accidents	Warnings	Citations	OWI/Drug
1	24	5	3



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

As anticipated, enforcement action and complaints are fewer during the winter months and then increase during the milder weather months. This reflects a reduction in off-road vehicle use on our city streets during times when most ATV/UTV owners store their vehicles for the winter, and then an increase after they are brought out for the normal operating seasons.

This ordinance has created a new area of focus that requires officers to dedicate enforcement and education. This year brought the first traffic accident involving a UTV. Fortunately, there were no serious injuries in the accident. However, staff know based on WI DNR statistics, accidents, specifically injury and fatal ATV/UTV accidents, are at an all-time high in Wisconsin. As of October 15th, there were 38 ATV/UTV related fatalities in Wisconsin in 2025.

Officers now have additional enforcement responsibilities that were not previously present. Officers also now require additional training and understanding of DNR-related law violations and safety concerns not previously required within the city jurisdiction. Ongoing training and enforcement requirements are necessary for all officers in the agency as the department moves forward. Since the Spring of 2024, the agency has hosted an initial ATV/UTV enforcement class as well as a refresher course. The Department will also provide all new officers with ATV/UTV enforcement training during the initial onboarding process. Competing training funds and available training time will continue to be a financial strain on our already low resources.

FINANCIAL ANALYSIS

There is not a financial impact relating to this report.

RECOMMENDATION

This report is for informational purposes only. No action by the City Council is necessary. The next report will be provided in April 2026.

ATTACHMENTS

None



MEMORANDUM

DATE: October 21, 2025

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to a Resolution Adopting the 2026 Stormwater Utility Rate (Navin, Director of Public Works)

BACKGROUND

In 2024, the City Council authorized staff to work with Trilogy Inc. to aid in evaluating the current financial picture of the City's three utilities as well as look at forecasting future expenses and revenues. During the 2025 budget process, the Council reviewed the need for an increase in utility rates to meet anticipated expenses, as documented in more detail in the attached analyses. Trilogy provided a presentation at the November 19, 2024, Council meeting on their work. Staff has noted the salient points below and included the memo for each utility as an attachment.

- Past rates and revenues:
 - Increased by 20% in 2025, to \$78.60/ERU/Year
 - Rate increases are needed to fund:
 - Debt service for Public Works and Parks Facility
 - Ongoing maintenance and infrastructure replacement of the collection system
 - Re-establish depleted reserves
 - TMDL projects
- Projected (and requested) rate increase schedule per the attached study:
 - 15% in 2026 (\$12.00/Year)
 - 10% in 2027 (\$9.00/Year)
 - 5% in 2028 (\$4.80/Year)
 - 3% annually thereafter

DISCUSSION

Overall, the City's Stormwater Utility is in an acceptable financial position; however, emergency

repairs like the Milwaukee Avenue West storm sewer project can quickly change that. Continued rate increases are a sustainable way to keep the Utility in a healthy financial position while completing necessary maintenance and infrastructure replacement and plan for future projects.

FINANCIAL ANALYSIS

If the Resolution is adopted by the City Council, the proposed rate increases would be effective on January 1, 2026. This rate increase has been incorporated into the 2026 Budget document presented to the City Council at the October 8th Budget Workshop.

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution establishing 2026 Stormwater Utility Rates at \$90.60/ERU/Year as presented.

ATTACHMENTS

1. Trilogy 2024 Stormwater Financials
2. Resolution Adopting 2026 Stormwater Utility Rates

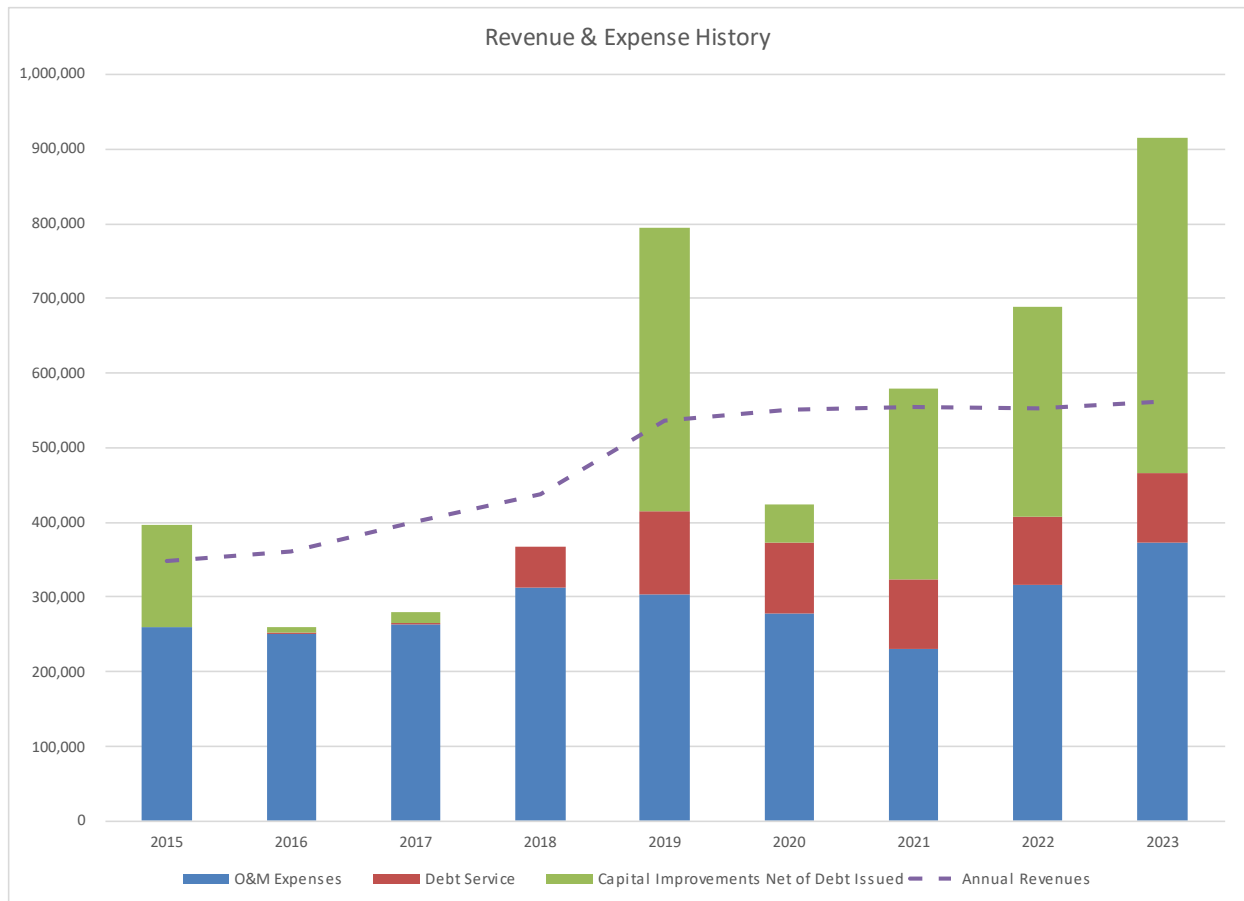
STORMWATER UTILITY FINANCIAL PLANNING

October 2024

Financial Projections and User Rates

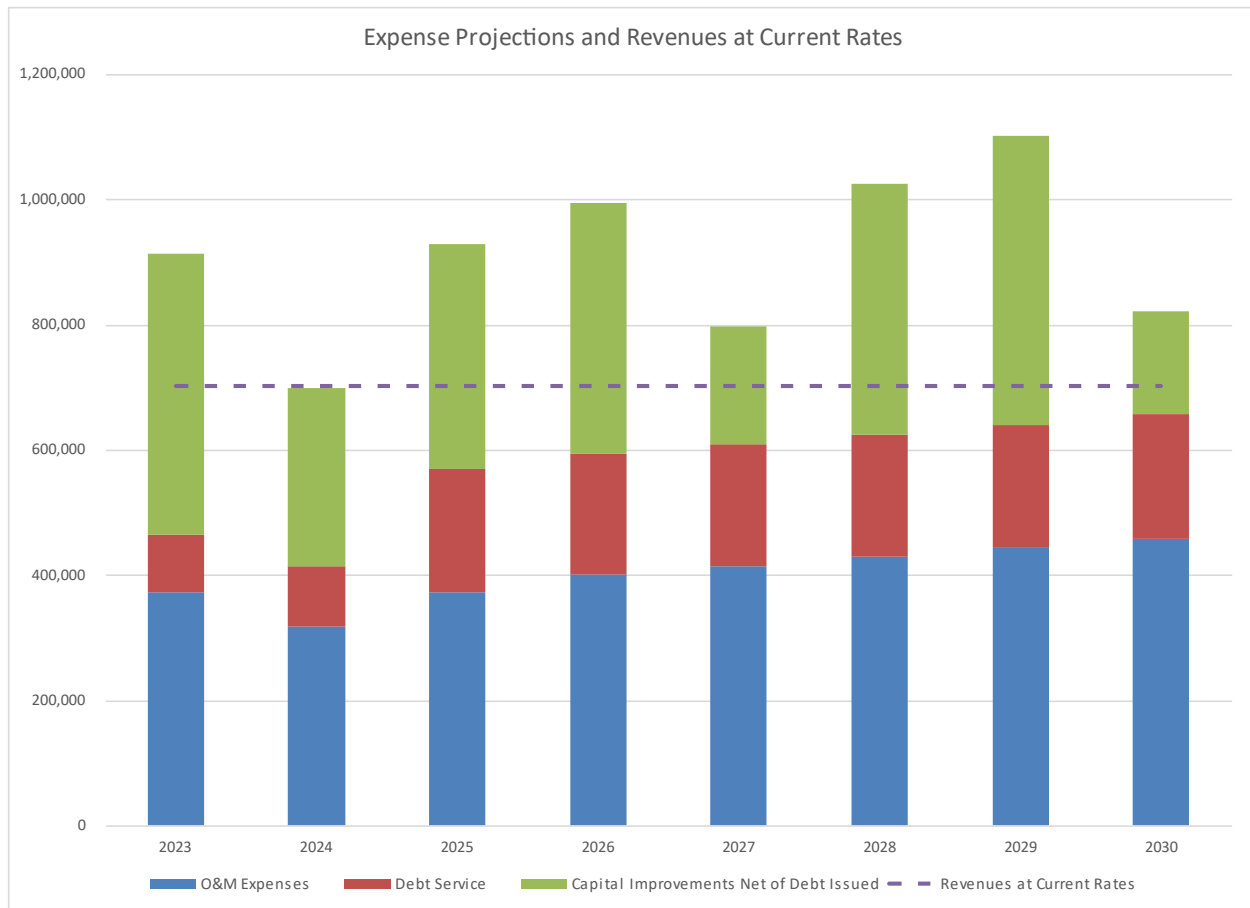
The City hired Trilogy Consulting to prepare the annual review of the Stormwater Utility's progress in meeting its financial goals and assess any needed updates to Utility policies and rates.

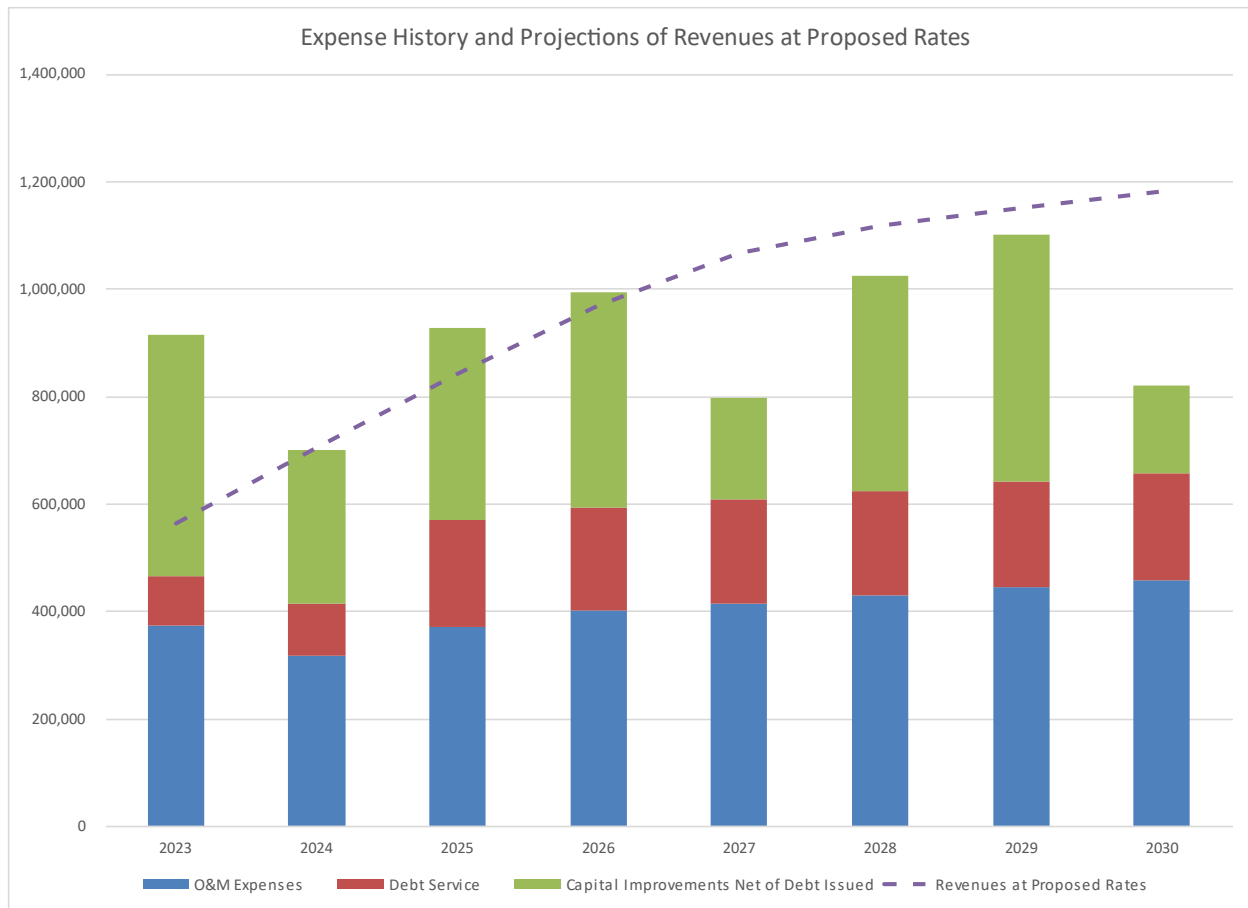
The Stormwater Utility was first implemented in September of 2009. Each property in the City is assigned a number of Equivalent Residential Units (ERUs), based on the amount of impervious area that contributes to storm water runoff. One ERU equals 3,096 square feet of impervious surface area. Every single-family home is assigned one ERU, with non-residential properties assigned ERUs based on actual measured impervious area. The original rate was \$27.60 per ERU per year. Rates gradually increased to the rate of \$52.50 in 2020 and were set at \$65.63 for 2024, a 25 percent increase. The increase in rates are projected to result in an increase in revenues of about \$140,000 from 2023 to 2024. Further, the large negative cash flow experienced in 2023 is projected to be diminished to about a break even, depending on any remaining unplanned work during the rest of 2024.



As of year-end 2022, the Utility had reserves of \$490,000. At year-end 2023, reserves had been drawn down to about \$165,000 to pay for capital projects, and they are projected to remain at a similar level by the end of 2024. As discussed in 2023, it is recommended that the Utility maintain a minimum operating reserve comprised of 2 month's operating expenses (\$62,000 in 2025), a full year's debt service payments (\$197,000 in 2025), and \$100,000 for emergency capital needs. For 2025, the minimum recommended reserve level would be about \$359,000.

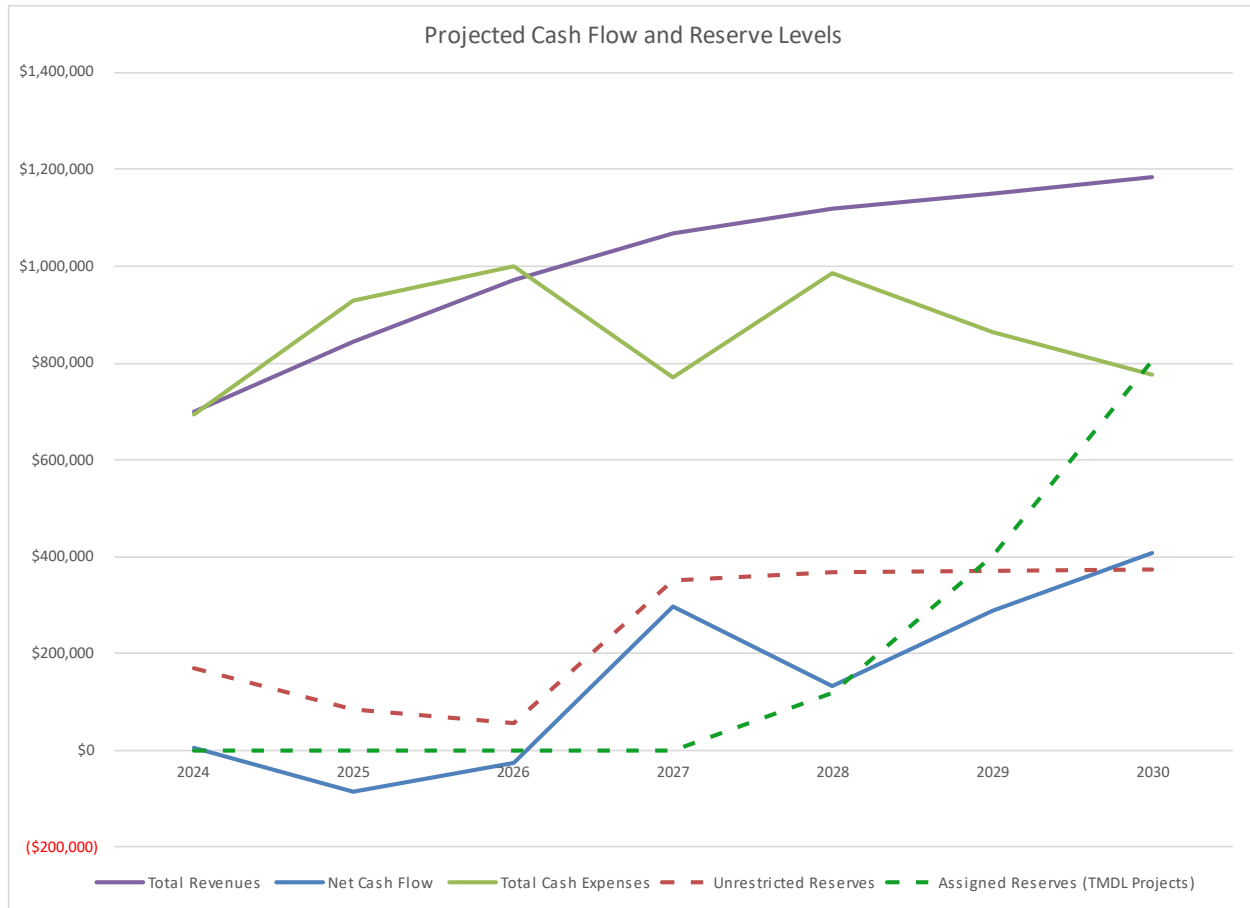
To continue the plan to build back Utility reserves while ensuring that annual obligations are satisfied, a 20 percent increase in the ERU rate (\$65.63 to \$78.60) is recommended for 2025, the same increase that was projected in the prior analysis. Additional increases in future years are recommended to keep the Utility financially healthy. Needed increases in future years are projected to be 15 percent in 2026 (\$78.60 to \$90.60), 10 percent in 2027 (to \$99.60), 5 percent in 2028 (to \$104.40), and inflationary increases of 3 percent annually thereafter. Inflation in O&M expenses is assumed to be about 3.0 percent annually beginning in 2025. The charts below show the Utility's projected cash needs compared to revenues at both present and proposed rates.





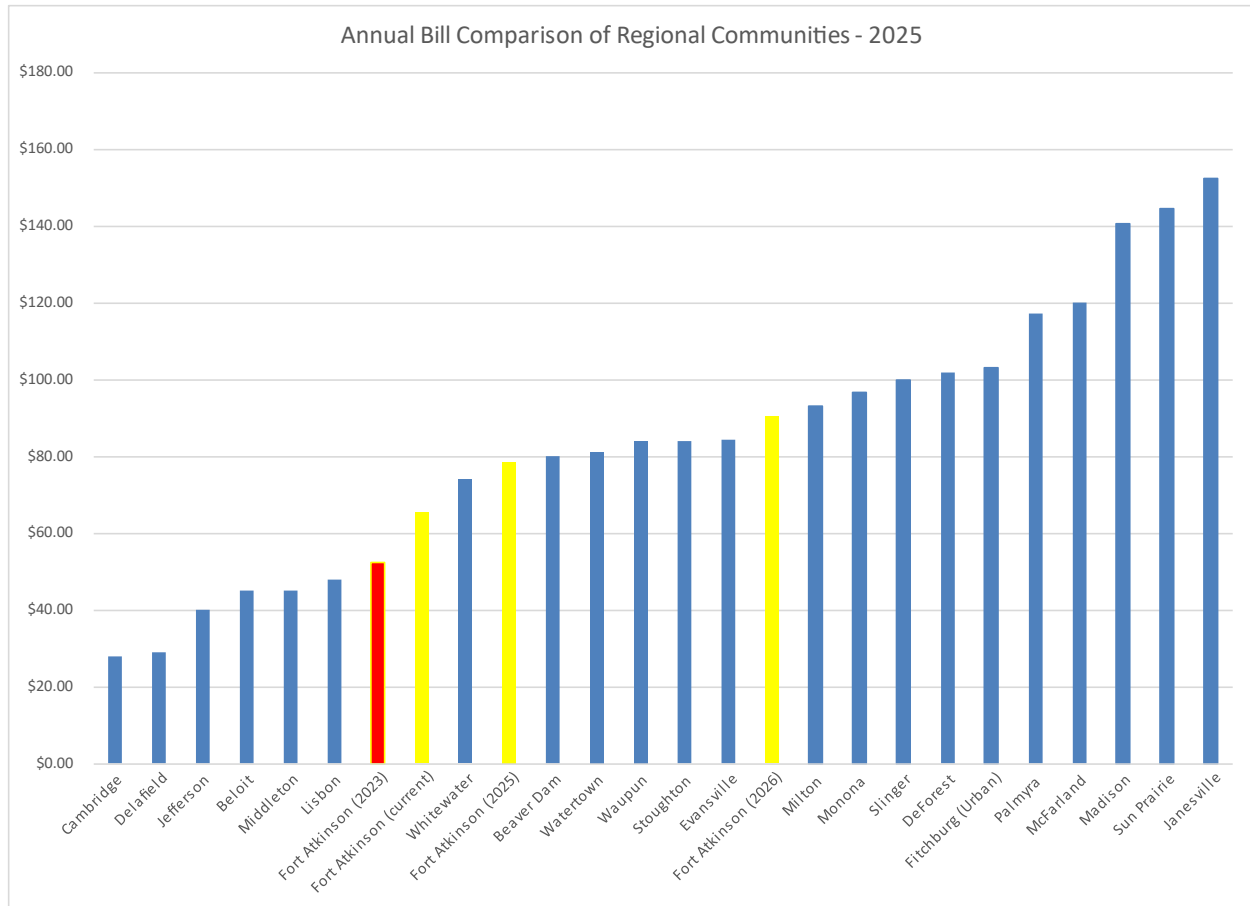
Reserve Management for Capital Projects

Building on the analysis prepared in 2023, Trilogy updated cash flow projections that would estimate the amount of annual cash that can be built up in reserves and then available for TMDL projects that are mandated by the DNR but do not have a set schedule for implementation. These projects will total somewhere between \$3 Million and \$5 Million, but again do not currently have a deadline for implementation. Before it can do that, however, the Utility should build up its operating reserve to a minimum level to ensure its long and short-term financial health. The following graph shows an updated look at cash flow and reserve levels under the proposed schedule of rate increases, both unrestricted reserves to be maintained for operating purposes, and a new assigned reserve for future TMDL projects. This projects that the utility will have built up funds to be used for TMDL projects beginning in 2029.



Stormwater Utility Fund	2024 Estimate	2025 Budget	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected
Rate Increase per ERU		20.0%	15.0%	10.0%	5.0%	3.0%	3.0%
Revenues - Cash Basis							
Total Revenues	\$699,076	\$842,766	\$971,127	\$1,067,398	\$1,118,742	\$1,150,833	\$1,182,923
Expenses - Cash Basis							
Subtotal Other Expenses	\$90,865	\$196,823	\$193,492	\$194,556	\$195,745	\$196,759	\$197,599
Subtotal Project Management Expenses	\$130,420	\$139,920	\$143,608	\$147,406	\$151,318	\$155,348	\$159,498
Subtotal Insurance Expenses	\$9,502	\$9,700	\$9,894	\$10,092	\$10,294	\$10,500	\$10,710
Subtotal Planning & Engineering Expenses	\$81,000	\$116,000	\$117,860	\$119,776	\$121,749	\$123,782	\$125,875
Subtotal O&M (Street Cleaning) Expenses	\$43,000	\$48,000	\$48,990	\$50,010	\$51,060	\$52,142	\$53,256
Subtotal Storm Sewer Expenses	\$54,000	\$59,000	\$60,170	\$61,375	\$62,616	\$63,895	\$65,212
Total Cash Expenses	\$408,787	\$569,443	\$574,014	\$583,214	\$592,782	\$602,424	\$612,149
Net Cash Flow before Capital	\$290,289	\$273,323	\$397,113	\$484,183	\$525,960	\$548,408	\$570,774
Capital Expenditures							
Total Planned Capital	\$285,044	\$360,000	\$425,000	\$188,000	\$393,000	\$261,000	\$163,130
Net Cash Flow	\$5,245	(\$86,677)	(\$27,887)	\$296,183	\$132,960	\$287,408	\$407,644
Beginning of Year Fund Balance	\$164,882	\$170,127	\$83,450	\$55,563	\$351,747	\$484,707	\$772,115
Projected Net Cash Flow	\$5,245	(\$86,677)	(\$27,887)	\$296,183	\$132,960	\$287,408	\$407,644
End of Year Projected Fund Balance	\$170,127	\$83,450	\$55,563	\$351,747	\$484,707	\$772,115	\$1,179,759

The final chart below shows the annual charge per ERU for those other communities within the greater Rock River Basin that have stormwater utilities and that charge on an ERU (or similar) basis, along with the proposed increases through 2026. The median annual charge (excluding Fort Atkinson) is about \$84 per year (\$3 higher than 2023). Several of these communities have increased their stormwater charges in the last several years, including 2024, and may also be facing increases in the future to fund mandated capital spending.



RESOLUTION NO. _____

**RESOLUTION
ADOPTING 2026 STORMWATER UTILITY RATE**

WHEREAS, Chapter 98 of the City of Fort Atkinson Municipal Code provides regulations relating to Municipal Utilities; and

WHEREAS, Article V of Chapter 98 regulates the City's Stormwater Utility (hereinafter "Utility"); and Section 98-604 outlines rates and charges; and

WHEREAS, Section 98-604(a) indicates that user charges shall be imposed on all developed property with impervious area in the City to recover all or a portion of the costs of the Utility; that the amount of such charges shall be based on a rate per equivalent runoff unit (ERU); and that the City Council shall establish the rate per ERU through a resolution; and

WHEREAS, all developed property with impervious area shall be assigned ERUs. Each single-family residential property shall be assigned one ERU; each two-family residential property shall be assigned 0.7 ERUs/dwelling unit; each three- and four-family residential property shall be assigned 0.5 ERUs/dwelling unit; and nonresidential property shall be assigned ERUs based upon the amount of impervious area on the property divided by 3,096 square feet, however shall not be less than one ERU; and

WHEREAS, the user rate per ERU was updated in 2024 after the City Council commissioned a Utility rate study from Trilogy Consulting, LLC, which was presented to the City Council in November 2023, and updated at the November 19, 2024 City Council meeting; and

WHEREAS, Trilogy Consulting, LLC, through the 25-year projection of user rates, cash flows, debt obligations, and future capital projects, recommends that the Utility implement annual rate increases, including a 15% rate increase in 2026, to complete all necessary capital improvement projects and meet all debt requirements while maintaining the financial health of the Utility.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, that the 2026 Utility rate is \$90.60 per ERU.

BE IT FURTHER RESOLVED that the rate of \$90.60 per ERU be implemented as of January 1, 2026.

Adopted and effective this 21st day of October 2025.

CITY OF FORT ATKINSON

Kyle Jaeckel, Council President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: October 21, 2025

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to a Resolution Adopting the 2026 Wastewater Utility Rate (Navin, Director of Public Works)

BACKGROUND

In 2024, the City Council authorized staff to work with Trilogy Inc. to aid in evaluating the current financial picture of the City's three utilities as well as look at forecasting future expenses and revenues. During the 2025 budget process, the Council has reviewed the need for an increase in utility rates to meet anticipated expenses, as documented in more detail in the attached analyses. Trilogy provided a presentation at the November 19, 2024 council meeting on their work. Staff has noted the salient points below and included the memo for each utility as an attachment.

- Last full rate study was completed in 2020
- Overall increases of 6% per year were implemented in 2021, 2022, and 2023
- 2020 rate study projected 3% per year increases for 2024 and future years
- Recommended to continue with moderate annual rate increases based on updated revenues and expenses
- Rates were increased 3% in 2025
- Recommend another 3% increase for 2026
- Utility is projected to draw down reserves over the next few years through capital spending, but maintain a healthy fund balance

DISCUSSION

Overall the City's Wastewater Utility is in good financial shape. Continued rate increases are a sustainable way to keep the Utility in a healthy financial position while completing necessary capital plant upgrades and collection system maintenance and infrastructure replacement.

FINANCIAL ANALYSIS

If the Resolution is adopted by the City Council, the proposed rate increases would be effective

on January 1, 2026. This rate increase has been incorporated into the 2026 Budget document presented to the City Council at the October 8th Budget Workshop.

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution establishing the 2026 Wastewater Utility Rates as presented in the attached resolution.

ATTACHMENTS

1. Trilogy 2024 Wastewater Financials
2. Resolution Adopting 2026 Wastewater Utility Rates

SEWER UTILITY FINANCIAL PLANNING

October 2024

Financial Projections and User Rates

In 2020, the City retained Trilogy Consulting to prepare a Sewer Rate Study to develop recommended sewer rates to fund major upgrades to the wastewater treatment facility. The study, dated October 2020, recommended a series of three annual rate increases of 6.0 percent per year for 2021 through 2023 to provide sufficient revenues for debt coverage for the Clean Water Fund (CWF) loan for the wastewater treatment facility project. The City adopted the rates in November 2020.

A 25-year projection of user rates and cash flows was also prepared as part of the Sewer Rate Study to develop a plan to complete all necessary capital improvement projects and meet all debt requirements while maintaining the financial health of the Utility. A series of 3.0 percent per year rate increases were projected to be needed for 2024 and following years to allow the Utility to cash fund routine capital improvements while maintaining cash reserves at or above the recommended minimum level. The study also recommended that these future rate increases should be evaluated annually so that adjustments can be made to changes to the assumptions built into the cash flow projections.

In 2023, Trilogy Consulting completed an update to the cash flow projections for the Sewer Utility, recommending a 3.0 rate increase for 2024, and projecting the need for rate increases of 4.0 percent per year for 2025 through 2028.

This analysis was updated again in 2024 to review the recommended rates for 2025 and future years. Based on the updated analysis, rate increases of 3.0 percent per year are projected for 2025 through 2029. The update included:

- Updating the projections with actual sewer utility sales, operation and maintenance expenses, revenues, capital expenditures, cash flows, and reserve balances for 2023 through third quarter 2024.
- Updating the future capital improvement expenditures to incorporate the Utility's estimated 2024 capital improvements and the 2025-2030 Capital Improvement Program.
- Adjusting future projections of sales, revenues, and expenses based on recent trends and the Utility's 2025 budget.

The Utility's rate structure was also modified to: 1) include the industrial sampling costs into the rates per pound charged to high-strength industrial customers for pollutants loadings above normal domestic strength; and 2) develop rates per hundred cubic feet of wastewater for high-strength commercial customers that include the estimated pollutant loadings for each class of high strength commercial customer (fast food restaurant, sit down restaurant, and food store). Based on this analysis, current and proposed 2025 sewer rates are shown on the following page.

Flat Charge

Connection Size	2024	Proposed Rates - 2025	Percent Change
5/8	\$24.93	\$25.68	3%
3/4	\$24.93	\$25.68	3%
1	\$40.17	\$41.38	3%
1 1/4	\$52.53	\$54.11	3%
1 1/2	\$63.90	\$65.82	3%
2	\$93.70	\$96.51	3%
3	\$137.40	\$141.52	3%
4	\$168.10	\$173.14	3%
6	\$270.27	\$278.38	3%

Usage Charges

	Units	2024	Proposed Rates - 2025	Percent Change
Domestic Sewage	\$/CCF	\$2.67	\$2.76	3%
High-Strength Commercial				
Fast Food Restaurant	\$/CCF	\$13.39	\$13.79	3%
Food Store	\$/CCF	\$5.33	\$5.49	3%
Sit Down Restaurant	\$/CCF	\$7.56	\$7.79	3%
High-Strength Industrial				
Flow	\$/CCF	\$2.67	\$2.76	3%
	\$/1,000 gals	\$3.56	\$3.69	4%
BOD	\$/pound	\$0.48	\$0.54	13%
TSS	\$/pound	\$0.68	\$0.75	10%
Phosphorus	\$/pound	\$3.86	\$4.03	4%
TKN	\$/pound	\$1.39	\$1.48	7%
Septic Tank	\$/CCF	\$32.09	\$33.05	3%
	\$/1,000 gals	\$42.90	\$44.18	3%
Holding Tank - Residential	\$/CCF	\$9.19	\$9.46	3%
	\$/1,000 gals	\$12.28	\$12.65	3%
Holding Tank - Commercial	\$/CCF	\$11.05	\$11.38	3%
	\$/1,000 gals	\$14.77	\$15.21	3%
Landfill Leachate	\$/CCF	\$19.26	\$19.84	3%
	\$/1,000 gals	\$25.75	\$26.52	3%

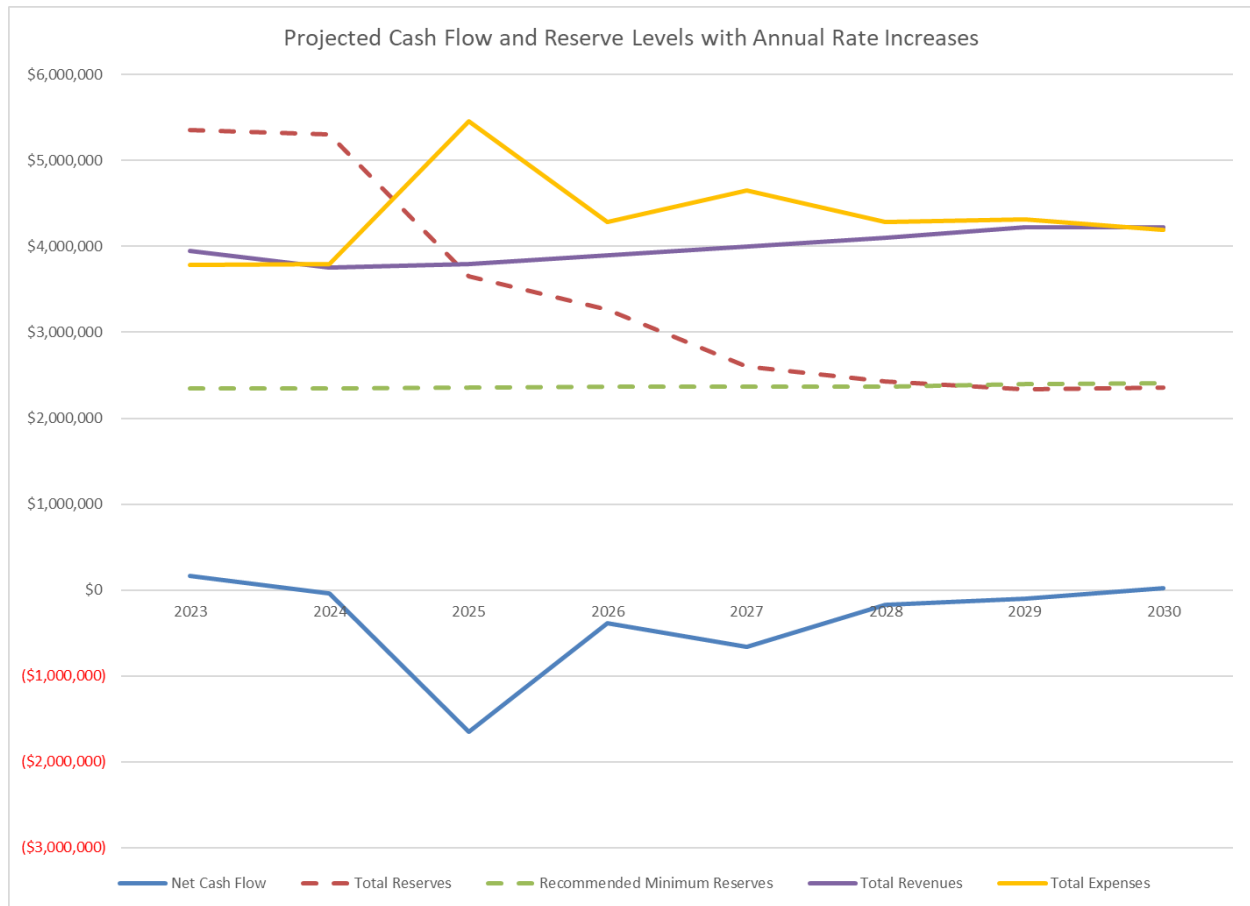
Cash Available for Capital

To help with future capital planning, the Utility asked Trilogy to prepare cash flow projections that estimate the amount of annual cash that is available for capital projects. Considering increases in operation and maintenance expenses, principal and interest payments for existing debt, conservative projections of future sales, and rate increases of 3.0 percent per year, the Utility is projected to be able to fund about \$4.1 million of capital projects from funds borrowed in 2024 for the WWTP solar project and annual revenues between 2025 and 2030. With over \$6.6 million in planned capital improvement projects for 2025 through 2030, the Utility is projected to draw down its cash reserves by almost \$2.5 million over the next several years. In addition, the City is planning to loan \$1.0 million of Utility funds to TID No. 9, expected to be paid back beginning in 2035.

As shown in the table below, the Utility's cash reserves are currently well above the recommended target reserve levels. At year end 2023 the Utility had \$3.9 million of unrestricted cash and just under \$1.4 million in the Equipment Replacement Fund (ERF). At a minimum, the Utility is required by the Wisconsin Department of Natural Resources to maintain an ERF balance equal to 10 percent of the value of its equipment, or currently about \$1.0 million. No additional deposits to the ERF are necessary currently. However, if the Utility uses these funds for unplanned equipment replacement, funds may need to be added to replenish these funds in the future. Even after using \$2.5 million of reserves to fund capital projects over the next six years and loaning funds to TID No. 9, the Utility's reserve funds are projected to remain at about the recommended target reserve levels.

These projections are based on numerous assumptions regarding trends in customer sales, inflation, and the Utility's Capital Improvement Program. The Utility should continue to evaluate the rates regularly and adjust the rates as needed to adapt to changing conditions, continue to support adequate spending on repairs and replacements, and maintain prudent reserves.

	2023	2024	2025	2026	2027	2028	2029	2030
Actual / Projected Rate Increase	6.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	0.0%
Total Cash In	\$3,947,128	\$3,757,332	\$3,797,786	\$3,893,085	\$3,999,854	\$4,104,845	\$4,221,640	\$4,219,860
O&M Expenses	\$2,231,048	\$2,198,881	\$2,260,325	\$2,276,282	\$2,293,068	\$2,309,665	\$2,430,706	\$2,447,651
PILOT to Water Utility for Meters	\$47,706	\$50,091	\$52,596	\$55,226	\$57,987	\$60,886	\$63,931	\$67,127
Debt Service	\$836,445	\$907,902	\$1,156,454	\$1,151,318	\$1,150,086	\$1,074,780	\$1,075,396	\$1,070,911
Cash Flow Available for Capital	\$831,930	\$600,457	\$328,411	\$410,259	\$498,714	\$659,513	\$651,608	\$634,171
Borrowing / CWF Principal Forgiveness	\$3,006,688	\$1,714,859	\$1,500,000	\$0	\$0	\$0	\$0	\$0
Total Available for Capital	\$3,838,618	\$2,315,316	\$1,828,411	\$410,259	\$498,714	\$659,513	\$651,608	\$634,171
Actual / Planned Capital Outlay	\$3,677,941	\$2,357,235	\$2,484,000	\$800,000	\$1,155,000	\$835,000	\$750,000	\$610,000
Loan to TID #9			\$1,000,000					
Projected Addition to / (Decrease of) Cash	\$160,677	(\$41,919)	(\$1,655,589)	(\$389,741)	(\$656,286)	(\$175,487)	(\$98,392)	\$24,171
Projected Reserve Balance at Year End								
Operating / Capital	\$3,956,083	\$3,914,164	\$2,258,575	\$1,868,834	\$1,212,548	\$1,037,061	\$938,669	\$962,840
Equipment Replacement Fund	\$1,394,079	\$1,394,079	\$1,394,079	\$1,394,079	\$1,394,079	\$1,394,079	\$1,394,079	\$1,394,079
Total	\$5,350,162	\$5,308,243	\$3,652,654	\$3,262,913	\$2,606,627	\$2,431,140	\$2,332,748	\$2,356,919
Recommended Reserves								
3 Months's Operating Expenses	\$557,762	\$549,720	\$565,081	\$569,071	\$573,267	\$577,416	\$607,676	\$611,913
Unrestricted Capital	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Equipment Replacement Fund	\$1,394,079	\$1,394,079	\$1,394,079	\$1,394,079	\$1,394,079	\$1,394,079	\$1,394,079	\$1,394,079
Total	\$2,351,841	\$2,343,799	\$2,359,160	\$2,363,150	\$2,367,346	\$2,371,495	\$2,401,755	\$2,405,992
Projected Debt Coverage	2.23	1.73	1.36	1.45	1.54	1.63	1.63	1.62



RESOLUTION NO. _____

**RESOLUTION
ADOPTING 2026 WASTEWATER UTILITY RATES**

WHEREAS, Chapter 98 of the City of Fort Atkinson Municipal Code provides regulations relating to Municipal Utilities; and

WHEREAS, Article IV of Chapter 98 regulates the City’s Wastewater Utility (also known as Sewer Utility, hereinafter “Utility”); and Division 9 outlines charges and fees; and

WHEREAS, Section 98-361 includes a policy that states that the Utility obtain sufficient revenues to pay the costs of the debt retirement, including any debt service reserves and debt coverage required, annual cash funded capital outlay, and the operation and maintenance of the wastewater facilities, including replacement costs, through a system of sewer service charge. The system shall be based on a cost of service study that assures that each user of the wastewater facilities pays a proportionate share of the costs; and

WHEREAS, the City Council commissioned a Utility rate study from Trilogy Consulting, LLC, and that study was presented to the City Council at the meeting on November 17, 2024; and

WHEREAS, Trilogy Consulting, LLC, through the 25-year projection of user rates, cash flows, debt obligations, and future capital projects, recommends that the Utility implement annual rate increases; and

WHEREAS, the rate increase for 2026 will be about 3%, to complete all necessary capital improvement projects and meet all debt requirements while maintaining the financial health of the Utility.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, that the following flat charges and user rates be implemented as of January 1, 2026:

TABLE 1: FLAT CHARGES (2023-2026)					
Flat Charges	Connection Size (Meter)	2023	2024	2025	2026
	5/8"	\$ 24.20	\$ 24.93	\$ 25.68	\$ 26.45
	3/4"	\$ 24.20	\$ 24.93	\$ 25.68	\$ 26.45
	1"	\$ 39.00	\$ 40.17	\$ 41.38	\$ 42.62
	1 1/4"	\$ 51.00	\$ 52.53	\$ 54.11	\$ 55.73
	1 1/2"	\$ 63.90	\$ 65.82	\$ 67.79	\$ 69.83
	2"	\$ 93.70	\$ 96.51	\$ 99.41	\$ 102.39
	3"	\$ 133.40	\$ 137.40	\$ 141.52	\$ 145.77
	4"	\$ 163.20	\$ 168.10	\$ 173.14	\$ 178.33
	6"	\$ 262.40	\$ 270.27	\$ 278.38	\$ 286.73

TABLE 2: USAGE CHARGES (2023-2026)						
Usage Charges		Units	2023	2024	2025	2026
	Domestic Sewage	\$/CCF	\$ 2.59	\$ 2.67	\$ 2.76	\$ 2.84
	Septic Tank	\$/CCF	\$ 31.16	\$ 32.09	\$ 33.05	\$ 34.04
		\$/1,000 gals per load	\$ 41.65	\$ 42.90	\$ 44.18	\$ 45.51
	Holding Tank - Residential	\$/CCF	\$ 8.92	\$ 9.19	\$ 9.46	\$ 9.75
		\$/1,000 gals per load	\$ 11.92	\$ 12.28	\$ 12.65	\$ 13.03
	Holding Tank - Commercial	\$/CCF	\$ 10.73	\$ 11.05	\$ 11.38	\$ 11.72
		\$/1,000 gals per load	\$ 14.34	\$ 14.77	\$ 15.21	\$ 15.67
	Landfill Leachate	\$/CCF	\$ 18.70	\$ 19.26	\$ 19.84	\$ 20.43
		\$/1,000 gals per load	\$ 25.00	\$ 25.75	\$ 26.52	\$ 27.32
	High-Strength Surcharge Rates					
	Commercial	Units	2023	2024	2025	2026
		\$/CCF	-	\$ 13.39	\$ 13.79	\$ 14.20
		\$/CCF	-	\$ 5.33	\$ 5.49	\$ 5.65
		\$/CCF	-	\$ 7.56	\$ 7.79	\$ 8.02
	Industrial	Units	2023	2024	2025	2026
	Flow	\$/CCF	\$ 2.59	\$ 2.67	\$ 2.76	\$ 2.84
		\$/1,000 gals	\$ 3.46	\$ 3.56	\$ 3.69	\$ 3.80
	BOD	\$/pound	\$ 0.47	\$ 0.48	\$ 0.54	\$ 0.56
	TSS	\$/pound	\$ 0.66	\$ 0.68	\$ 0.75	\$ 0.77
	Phosphorus	\$/pound	\$ 3.75	\$ 3.86	\$ 4.03	\$ 4.15
	TKN	\$/pound	\$ 1.35	\$ 1.39	\$ 1.48	\$ 1.52

Adopted this 21st day of October 2025.

CITY OF FORT ATKINSON

Kyle Jaeckel, City Council President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: October 21, 2025

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: Review and possible action relating to a Memorandum of Understanding between the City of Fort Atkinson and the Fort Atkinson Historical Society relating to a 2026 payment in support of Hoard Historical Museum Operations (Houseman, City Manager)

BACKGROUND

The City and the Historical Society currently have a Memorandum of Understanding (MOU) relating to a payment from the Historical Society to offset the City's personnel costs for full time staff. The MOU is for the term 2023-2025 and provides a payment of \$11,000 annually to the City.

DISCUSSION

Starting this summer, the City Manager met with Museum Director Merrilee Lee to discuss the extension of the MOU. Staff reviewed the budgets of the City, the Historical Society, and the Dairy Shrine, as well as the previous contracts between the three organizations relating to maintenance of the building, general operations, utilities, etc.

City staff requested that the Historical Society increase the payment from \$11,000 to \$18,000 annually and extend the term of the MOU for three additional years (2026-2028). After discussion at several Historical Society Board meetings, the Board requested to simply extend the current agreement for an additional year (2026). The Board also expressed an interest in renegotiating the terms of the financial and operational agreements between the City, the Historical Society, and the Dairy Shrine. These discussions are planned to begin in 2026.

FINANCIAL ANALYSIS

The payment from the Historical Society will help offset the City's personnel costs associated with the operation of the Hoard Historical Museum. Prior to the end of 2026, City staff will provide an invoice in the amount of \$11,000 to be paid by the Historical Society.

RECOMMENDATION

Staff recommends that the City Council approve the attached MOU for the fiscal year 2026 and

direct the City Manager and the Museum Director to begin discussions among the City, the Historical Society, and the Dairy Shrine relating to a new agreement between the entities that split the costs associated with building operations, capital improvements, and staffing more equitably.

ATTACHMENTS

1. 2023-2025 MOU RE Director Salary
2. 2026 Extension of City Historical Society MOU

MEMORANDUM OF UNDERSTANDING

CITY OF FORT ATKINSON & FORT ATKINSON HISTORICAL SOCIETY

This **Memorandum of Understanding** (the "MOU") is effective the date of signing, by and between the **City of Fort Atkinson** (the "City") and the **FORT ATKINSON HISTORICAL SOCIETY** (the "Historical Society").

WITNESSETH

WHEREAS, the City has a vested interest in the long-term financial success of the Historical Society and the Hoard Historical Museum;

WHEREAS, the City and the Historical Society have mutual interest in and share the same goal of continued effective and efficient operations of the Hoard Historical Museum; and

WHEREAS, the Hoard Historical Museum is a regional resource for local history and cultural heritage; and

WHEREAS, the Museum exists as a result of a unique partnership between the City and the Historical Society; and

WHEREAS, the Museum receives funding from the City and Historical Society; and

WHEREAS, there have been budget discussions between the City and Historical Society regarding the ability of the Historical Society to contribute to the payment of salaries and benefits; and

WHEREAS, the Historical Society recognizes the impact of a 15% unplanned wage equity adjustment for the two City employees working at the Museum causing a FY2022 budget shortfall; and

WHEREAS, the City and the Historical Society have negotiated that the Historical Society will reimburse \$11,000 of the annual salary for the Museum Director position.

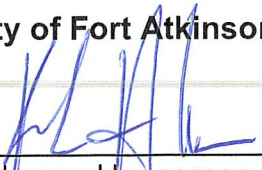
NOW, THEREFORE, the City and the Historical Society agree as follows:

1. The Historical Society shall, beginning January 1, 2023, pay \$11,000 towards the Museum Director's salary each year, as a reimbursement to the City before the end of each calendar year;

2. This Memorandum of Understanding is effective for the budget years 2023, 2024, and 2025; and it shall be reviewed after this initial term. The parties will review this MOU in July of 2025 for a future term.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first appearing above.

City of Fort Atkinson



Rebecca Houseman LeMire
City Manager

Dated this 26th day of Jan., 20223

Fort Atkinson Historical Society



Dated this 10th day of Jan., 20223

MEMORANDUM OF UNDERSTANDING

CITY OF FORT ATKINSON & FORT ATKINSON HISTORICAL SOCIETY

This **Memorandum of Understanding** (the “MOU”) is effective the date of signing, by and between the **City of Fort Atkinson** (the “City”) and the **FORT ATKINSON HISTORICAL SOCIETY** (the “Historical Society”).

WITNESSETH

WHEREAS, the City has a vested interest in the long-term financial success of the Historical Society and the Hoard Historical Museum; and

WHEREAS, the City and the Historical Society have mutual interest in and share the same goal of continued effective and efficient operations of the Hoard Historical Museum; and

WHEREAS, the Hoard Historical Museum is a regional resource for local history and cultural heritage; and

WHEREAS, the Museum exists as a result of a unique partnership between the City and the Historical Society; and

WHEREAS, the Museum receives funding from the City and Historical Society; and

WHEREAS, there have been budget discussions between the City and Historical Society regarding the ability of the Historical Society to contribute to the payment of salaries and benefits; and

WHEREAS, the Historical Society recognizes the impact of a 15% unplanned wage equity adjustment for the two City employees working at the Museum causing a FY2022 budget shortfall; and

WHEREAS, the City and the Historical Society have negotiated that the Historical Society will reimburse \$11,000 of the annual salary for the Museum Director position.

NOW, THEREFORE, the City and the Historical Society agree as follows:

1. The Historical Society shall, beginning January 1, 2023, pay \$11,000 towards the Museum Director’s salary each year, as a reimbursement to the City before the end of each calendar year;

2. This Memorandum of Understanding is effective for the budget years 2023, 2024, and 2025; and it shall be reviewed after this initial term. The parties will review this MOU in July of 2025 for a future term.
3. The Historical Society and the City agree to extend the term of this MOU to the budget year 2026.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first appearing above.

City of Fort Atkinson

_____ Dated this ____ day of _____, 2025
Rebecca Houseman
City Manager

Date Approved by the City Council: _____

Fort Atkinson Historical Society

_____ Dated this ____ day of _____, 2025
President



MEMORANDUM

DATE: October 21, 2025

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to Mechanic Street Repair Proposal from Forest Landscaping (Navin, Director of Public Works)

BACKGROUND

On Friday, October 3, 2025, a significant water main break occurred on Mechanic Street, resulting in substantial buckling and damage to approximately 180 feet of asphalt. The extent of the damage exceeds that of a typical water main break and requires full removal of the affected pavement, regrading of the roadway, and repaving to restore safe and functional conditions. Staff contacted Forest Landscaping, LLC for a proposal, as they are currently mobilized in the City for the 2025 water main replacement and Ridge View Estates infrastructure projects. Their availability and existing schedule allow them to offer competitive pricing and timely service, as staff anticipates that asphalt plants are closing next month.

DISCUSSION

Per Wisconsin Statutes § 62.15(1), public construction projects estimated between \$5,000 and \$25,000 require the publication of a Class I legal notice before contract execution. With City Council approval, staff will publish this notice in the Daily Jefferson County Union to meet statutory requirements.

To expedite the assessment of the road base after the main break, staff approved Forest Landscaping's proposal of \$4,385.00 to remove the asphalt. This allowed for inspection of the roadway base, which confirmed no further underlying damage or need for additional fill materials. Staff then requested a proposal for regrading and repaving, which was provided at \$20,525.00.

FINANCIAL ANALYSIS

Attached are the proposal for regrading and repaving Mechanic Street for \$20,525.00, and an invoice for \$4,385.00 for removing the asphalt. This total project, including asphalt removal, regrading, and roadway paving, totals \$24,910.00. This work is not to exceed \$24,910.00 and will be paid for by the Water Utility out of the Mains Maintenance account, which is where all water main break repair work is charged.

- Asphalt Removal: \$4,385.00
- Regrading & Repaving: \$20,525.00
- Total Project Cost: \$24,910.00

RECOMMENDATION

Staff recommends that the City Council direct staff to publish the Class 1 notice of this public works project in the Daily Jefferson County Union and approve the proposal from Forest Landscaping, LLC for regrading and repaving Mechanic Street at a cost not to exceed \$20,525.00, pending completion of the required notice.

ATTACHMENTS

1. FLC Proposal - Mechanic St 10-13-25 Paving
2. FLC Proposal - Mechanic St 10-13-25 Pavement Removals

Forest Landscaping & Construction, Inc.

W8583 Finch Brothers Road
Lake Mills, Wisconsin, 53551
920-648-8704 (Office)
forestlandjason@gmail.com
forestlandturner@gmail.com

Estimate:

MECHANIC ST

Project Description:

Remove pavement due to watermain break
Grade, recompact and repave roughly 617SY

Address:

City of Fort Atkinson
Attn: Zach Navin
101 N. Main St
Fort Atkinson, WI 53538

<u>Description</u>	<u># of Items</u>	<u>UM</u>	<u>Cost Per</u>	<u>Totals</u>
Fine Grade Base Materials	617 SY		\$ 5.00	\$ 3,085.00
Binder 2.25"	80 TON		\$ 114.00	\$ 9,120.00
Surface 1.75"	65 TON		\$ 128.00	\$ 8,320.00
			\$ -	\$ -
				<u>\$ 20,525.00</u>

Please sign and date the bottom of both pages and return by fax, e-mail or regular mail.

_____ / /



10/13/25

Forest Landscaping & Construction, Inc.

W8583 Finch Brothers Road
Lake Mills, Wisconsin, 53551

STANDARD TERMS AND CONDITIONS

The conditions of this proposal will be honored for **30 days**, after that time Forest Landscaping & Construction, Inc. (Forest) reserves the right to adjust the terms of this proposal. All agreements entered through this proposal/contract contingent upon strikes, accidents, or delays beyond our control- Forest reserves the right to adjust the terms of this contract if work is not completed within 14 days of authorization date or if the contract items are not completed within the stated timeframe. Also, within the duration of the contract, Forest reserves the right to pass along operational cost increases that occur prior to construction phase operations.

This proposal shall be incorporated into project contract agreement and shall have precedence in case of conflicting terms in scope, contract conditions, or other stipulations.

Payment requested upon substantial completion of work, although Forest retains the right to bill as work progresses. Finance Charge - 1.5% per month, 18% annually.

Forest will not be responsible for damage to any underground utilities or other concealed conditions if the Owner/Contractor fails to give Forest advance notice of their presence and/or location. Owner/Contractor agrees to indemnify and hold Forest harmless for any loss, expense, or damage resulting from, arising out of, or in any way associated to such condition. Diggers Hotline is responsibility of Forest per WI law.

The Owner/Contractor must authorize any changes to the project conditions requiring additional costs to this contract through a written change order prior to commencement of extra work.

It is understood that the contractor will not assess liquidated damages against Forest without providing documentation that Forest failed to complete contracted work within the agreed allotted time in (contract/schedule) or within allotted contract/schedule extensions.

This proposal includes one (1) mobilization onto the job for each phase of the work (as indicated in the proposal). Additional mobilizations due to circumstances not controlled by Forest (acts or omissions of the Owner/Contractor) will be charged to the Owner/Contractor as noted or indicated by Forest.

Prior to initiating operations for the proposed work, the work of others is to be completed to an extent that it will not in any way conflict or interfere with Forest operations. Owner/Contractor agrees to pay costs of additional mobilizations or reduced productivity attributable to obstructions caused by the incompletion of other contractor's work, if Forest is directed to begin operations prior to completion of preceding work.

All labor and materials are conclusively accepted as satisfactory unless written exception is submitted to Forest within 7 days of performance.

WARRANTY. All materials will meet the specifications set forth in this proposal and all work is to be completed in a workmanlike manner according to standard industry practices. We will, at our option, replace or repair any defects in material or workmanship within one year from the date the work was performed subject to the limits set forth in the preceding paragraph. This warranty is not transferable. **We have made no representations or warranties, other than those contained herein, and we hereby disclaim any and all other express or implied warranties of any kind including but not limited to any implied warranty of merchantability or fitness for a particular purpose.**

Through this agreement the Owner/Contractor assumes all responsibility for, and consequences associated with, securing and complying with all necessary permits required by all regulating agency. Also, through this agreement the Owner/Contractor indemnifies and absolves Forest of any consequences imposed by any regulating agency as a result of these services.

Forest employees are fully covered by Workman's Compensation Insurance. Property owner is required to carry fire, tornado, and any other necessary insurance.

AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, THE BUILDER(FOREST) HEREBY NOTIFIES THE OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR AND/OR MATERIALS FOR CONSTRUCTION ON THE OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND/OR BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO PRESENT NOTICE OF PENDING LIEN CLAIMS WITHIN 60 DAYS AFTER INITIAL FURNISHING OF LABOR AND MATERIALS FOR CONSTRUCTION. ACCORDINGLY, THE OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD FORWARD A COPY OF EACH NOTICE TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Signature of Acceptance/Owner/Agent of Owner

Date

Printed Name

Position

****If proposal is accepted, please return one signed copy and keep one copy for your records. By the above signature, the proposal price for work and terms as described are accepted and Forest Landscaping & Construction, Inc. is granted authorization to begin all necessary operations.**

Forest Landscaping & Construction, Inc.

W8583 Finch Brothers Road
Lake Mills, Wisconsin, 53551
920-648-8704 (Office)
forestlandjason@gmail.com
forestlandturner@gmail.com

Estimate:

MECHANIC ST

Project Description:

Remove pavement due to watermain break
Grade, recompact and repave roughly 617SY

Address:

City of Fort Atkinson
Attn: Zach Navin
101 N. Main St
Fort Atkinson, WI 53538

<u>Description</u>	<u># of Items</u>	<u>UM</u>	<u>Cost Per</u>	<u>Totals</u>
Pavement Removals	617 SY		\$ 5.00	\$ 3,085.00
1 1/4" Stone	65 TON		\$ 20.00	\$ 1,300.00
			\$ -	\$ -
				<u>\$ 4,385.00</u>

Please sign and date the bottom of both pages and return by fax, e-mail or regular mail.

_____ / /



10/13/25

Forest Landscaping & Construction, Inc.

W8583 Finch Brothers Road
Lake Mills, Wisconsin, 53551

STANDARD TERMS AND CONDITIONS

The conditions of this proposal will be honored for **30 days**, after that time Forest Landscaping & Construction, Inc. (Forest) reserves the right to adjust the terms of this proposal. All agreements entered through this proposal/contract contingent upon strikes, accidents, or delays beyond our control- Forest reserves the right to adjust the terms of this contract if work is not completed within 14 days of authorization date or if the contract items are not completed within the stated timeframe. Also, within the duration of the contract, Forest reserves the right to pass along operational cost increases that occur prior to construction phase operations.

This proposal shall be incorporated into project contract agreement and shall have precedence in case of conflicting terms in scope, contract conditions, or other stipulations.

Payment requested upon substantial completion of work, although Forest retains the right to bill as work progresses. Finance Charge - 1.5% per month, 18% annually.

Forest will not be responsible for damage to any underground utilities or other concealed conditions if the Owner/Contractor fails to give Forest advance notice of their presence and/or location. Owner/Contractor agrees to indemnify and hold Forest harmless for any loss, expense, or damage resulting from, arising out of, or in any way associated to such condition. Diggers Hotline is responsibility of Forest per WI law.

The Owner/Contractor must authorize any changes to the project conditions requiring additional costs to this contract through a written change order prior to commencement of extra work.

It is understood that the contractor will not assess liquidated damages against Forest without providing documentation that Forest failed to complete contracted work within the agreed allotted time in (contract/schedule) or within allotted contract/schedule extensions.

This proposal includes one (1) mobilization onto the job for each phase of the work (as indicated in the proposal). Additional mobilizations due to circumstances not controlled by Forest (acts or omissions of the Owner/Contractor) will be charged to the Owner/Contractor as noted or indicated by Forest.

Prior to initiating operations for the proposed work, the work of others is to be completed to an extent that it will not in any way conflict or interfere with Forest operations. Owner/Contractor agrees to pay costs of additional mobilizations or reduced productivity attributable to obstructions caused by the incompletion of other contractor's work, if Forest is directed to begin operations prior to completion of preceding work.

All labor and materials are conclusively accepted as satisfactory unless written exception is submitted to Forest within 7 days of performance.

WARRANTY. All materials will meet the specifications set forth in this proposal and all work is to be completed in a workmanlike manner according to standard industry practices. We will, at our option, replace or repair any defects in material or workmanship within one year from the date the work was performed subject to the limits set forth in the preceding paragraph. This warranty is not transferable. **We have made no representations or warranties, other than those contained herein, and we hereby disclaim any and all other express or implied warranties of any kind including but not limited to any implied warranty of merchantability or fitness for a particular purpose.**

Through this agreement the Owner/Contractor assumes all responsibility for, and consequences associated with, securing and complying with all necessary permits required by all regulating agency. Also, through this agreement the Owner/Contractor indemnifies and absolves Forest of any consequences imposed by any regulating agency as a result of these services.

Forest employees are fully covered by Workman's Compensation Insurance. Property owner is required to carry fire, tornado, and any other necessary insurance.

AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, THE BUILDER(FOREST) HEREBY NOTIFIES THE OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR AND/OR MATERIALS FOR CONSTRUCTION ON THE OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND/OR BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO PRESENT NOTICE OF PENDING LIEN CLAIMS WITHIN 60 DAYS AFTER INITIAL FURNISHING OF LABOR AND MATERIALS FOR CONSTRUCTION. ACCORDINGLY, THE OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD FORWARD A COPY OF EACH NOTICE TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Signature of Acceptance/Owner/Agent of Owner

Date

Printed Name

Position

****If proposal is accepted, please return one signed copy and keep one copy for your records. By the above signature, the proposal price for work and terms as described are accepted and Forest Landscaping & Construction, Inc. is granted authorization to begin all necessary operations.**

MEMORANDUM

DATE: October 21, 2025

TO: Fort Atkinson City Council

FROM: Bruce Peterson, Fire Chief

RE: Review and possible action relating to the purchase of a Pierce PUC Pumper Rescue fire engine through Reliant Fire Apparatus (Peterson, Fire Chief)

BACKGROUND

Engine 8163, a 2000 Pierce Dash, has been identified for replacement in the City's Capital Improvement Plan for several years and is scheduled for replacement in 2028. The apparatus was recently removed from service after failing its Department of Transportation inspection due to severe frame rust, rendering it unsafe and unable to be certified for road use. Its removal has accelerated the department's need for a replacement to maintain operational readiness and ensure continued coverage for the City and surrounding Townships.



Engine 8163 (picture from 2015)

The National Fire Protection Association (NFPA) recommends a front-line fire engine service life of 15 years, with an additional 5–10 years in a reserve role. At the time of delivery, the replacement will serve in place of a 29-year-old vehicle, beyond the recommended service life.

Following Engine 8163's removal, the Fire Department formed an Engine Committee with the directive to review operational needs, evaluate fleet reduction, and determine the configuration that would best serve the community into the foreseeable future with a combination of career and part-time staff.

The department currently maintains three fire engines in service to meet operational requirements. At least two engines are required for a typical structure fire, and coverage for multiple calls often occur simultaneously. No other fire engine or aerial apparatus replacements are scheduled in the CIP or department long-term planning until at least 2032.

Due to extended lead times for fire apparatus, often up to three years from order to delivery, ordering replacement vehicles well in advance is necessary to maintain uninterrupted service.

DISCUSSION

The Engine Committee recommends purchasing a Pierce PUC Pumper Rescue through Reliant Fire Apparatus, the sole vendor for Pierce vehicles. This dual-function apparatus combines a traditional engine's fire suppression capabilities with a rescue squad's storage, lighting, and equipment features, allowing the department to maintain full operational readiness while reducing overall fleet size.



Sample Pierce PUC Pumper Rescue Vehicle

The apparatus is designed to meet the department's combination fire/EMS model, including additional weather-protected cabinet space to safely store medical equipment and rapid access during medical emergency responses. Additional underbody coating was specified to prevent rusting issues similar to those experienced with Engine 8163, particularly due to new road de-icing materials.

By replacing Engine 8163 with a dual-function apparatus, the department can defer the replacement of the 2002 Heavy Rescue Squad, originally scheduled for replacement in 2034,

generating an estimated long-term savings of approximately \$1.2 million.

Pierce Manufacturing, based in Appleton, Wisconsin, is routinely specified by the department due to fleet compatibility, operational familiarity, ease of maintenance and value. The committee also evaluated other manufacturers, including Seagrave and E-One, but determined the Pierce PUC provides superior operational flexibility, storage efficiency, maintenance compatibility, and a faster, guaranteed 34-month delivery timeline.

Key Advantages of the Pierce PUC Pumper Rescue:

- Dual-function capability: Combines engine and rescue operations, reducing overall fleet size
- Pump Under Cab (PUC) design: Compact footprint with increased usable compartment space
- Fleet compatibility: Cummins engine platform aligns with existing vehicles and can be maintained by the Public Works Operations mechanics.
- Trade-in opportunity: Engine 8163 can be traded in for \$40,000, significantly more than its current value, with approximately \$50,000 in equipment and fittings reused before trade-in
- Weather-protected EMS storage: Safely stores medical and rescue equipment while ensuring rapid access
- Enhanced underbody coating: Reduces risk of rust and corrosion from road de-icing materials

Vendor Comparison Summary

Feature	Pierce PUC	Seagrave	E-One Cyclone
Price	\$1,246,833	\$1.3 - \$1.4M estimate, subject to change	\$1,071,716
Trade-in	Yes (\$40,000)	No	No
Production Schedule	Accelerated 34-month guaranteed delivery	Standard, 3+ years	Standard, 3+ years
Pump Design	PUC – compact, efficient	Traditional midship	Traditional midship
Vehicle Footprint	Shorter wheelbase, better maneuverability	Larger	Larger
Storage Space	Increased usable compartment	Standard	Standard

	volume		
Maintenance	Matches current fleet	Less consistent	Less consistent
Compatibility			

FINANCIAL ANALYSIS

The final cost of the Pierce PUC Pumper Rescue is \$1,246,833.

To reduce costs, \$65,000 worth of equipment and optional features were removed from the recommended specification. The previously planned extrication equipment purchase of \$100,000 will be deferred and sought through grant opportunities.

Pierce will accept Engine 8163 as a \$40,000 trade-in, significantly above its market value. Approximately \$50,000 in reusable equipment and fittings from Engine 8163 will be incorporated into the new vehicle.

Additional post-delivery costs, including radio installation, communications equipment, and minor shelving adjustments, are estimated at \$8,000–\$10,000 and can be accommodated in the annual operating budget or CIP. The onboard generator was removed to reduce cost and weight, with an electric positive pressure ventilation (PPV) fan planned to be purchased separately for approximately \$6,500 in 2028.

No payment is required at the time of contract execution; payment will be due upon delivery. Staff intends to recommend the City Council include this project in the planned 2028 borrowing; however, it is unlikely the entire amount will need to be borrowed due to some funding provided by the Towns through the new Fire/EMS contracts. Staff also intends to seek out grant opportunities in 2027 and 2028 to assist in defraying the total cost to the City. If approved by the City Council tonight, the City would be committed to paying for the Pierce PUC Pumper Rescue upon inspection and receipt in 2028.

RECOMMENDATION

Staff recommends the City Council approve the purchase of a Pierce PUC Pumper Rescue to replace Engine 8163 at a total cost of \$1,246,833 and authorize the City Manager to execute a contract with Reliant Fire Apparatus for the same.

ATTACHMENTS

1. Reliant - Fort Atkinson Contract 9.11.2025
2. Pierce Engine Drawing
3. Fort Options List 7.25.2025



This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Reliant Fire Apparatus, Inc., a Wisconsin corporation (“Reliant”), and the City of Fort Atkinson, Wisconsin (“Customer”), is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Reliant pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Reliant Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Reliant Proposal”** means the proposal provided by Reliant attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Reliant is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 9(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Reliant receives a Notice of Defect within the time frame described in Section 9(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Reliant’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Reliant (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1,206,833.00 (“Purchase Price”). Prices are in U.S. funds. Accepted forms of payment include cash, check, money order, wire transfer, or ACH payment. Credit card or purchase card (P-Card) payments are not accepted.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Reliant will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Reliant incorporate a change to the Products or the Specifications for the Products by delivering a change order to Reliant; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Reliant to evaluate the feasibility of such change (“Change Order”). Within [ten (10) business days] of receipt of a Change Order, Reliant will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Reliant shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Reliant’s authorized representative. Manufacturer and/or supplier cost increases or surcharges imposed after the time of contract execution, beyond the control of Reliant, that have not been calculated into the contract amount will be documented and itemized as increases for the Customer on the Change Order.

7. Persistent Inflationary Environment Changes. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (“PPI”) has increased at a compound annual growth rate of 5.0% or more between the month Pierce accepts our order (“Order Month”) and a month 14 months prior to the then predicted Ready For Pickup date (“Evaluation Month”), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer’s approval before proceeding and provide an option to cancel the order.

8. Cancellation/Termination. In the event this Agreement is cancelled or terminated before completion, Reliant may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Reliant; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Reliant endeavors to mitigate any such costs through the sale of such

Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Reliant upon sale of the Product to another purchaser, plus any costs incurred by Reliant to conduct any such sale.

9. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within approximately 32 – 35 months of the Effective Date of this Agreement, F.O.B. Pierce Manufacturing, Inc., 2600 American Drive, WI 54914, Risk of loss shall pass to Customer upon Delivery. Any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available during process, and a final firm delivery will be provided when committed. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Reliant with written notice sufficient to permit Reliant to evaluate such non-conformance (“Notice of Defect”). Any Product not in substantial conformance to material Specifications shall be remedied by Reliant within thirty (30) days from the Notice of Defect. In the event Reliant does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

10. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Reliant Fire Apparatus, Inc.
880 Enterprise Drive
Slinger, Wisconsin, 53086
Fax (262) 297-5022

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

11. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Reliant’s authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RELIANT, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Reliant be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Reliant’s own negligence, or otherwise.

12. Insurance. The Original Equipment Manufacturer (Pierce Manufacturing, Inc.) maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Reliant to have Pierce provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included by Pierce as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured.

13. Force Majeure. Reliant shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Reliant's control which make Reliant's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, vehicle accidents during manufacturing and/or testing and/or delivery, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

- a. Commercial Chassis Price Volatility. Company shall not be responsible for any commercial chassis price increases enacted by a commercial chassis supplier after the execution of this contract. Any commercial chassis price increases will be passed through to end user and will be documented on a Change Order. Price reflects an estimate for the commercial chassis; final price of the contract may be adjusted upon final cost from the chassis manufacturer.
- b. Component Price Volatility. Company shall not be responsible for any unforeseen price increase enacted by suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of this Agreement. Any price increases for major components of the product will be passed through to the Customer and will be documented on a Change Order.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Reliant fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Reliant.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Reliant until the entire Purchase Price has been paid and that payment has cleared Reliant's financial institution. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Reliant until the Purchase Price for that Product has been paid in full and that payment has cleared Reliant's financial institution. In case of any default in payment, Reliant may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Reliant's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Reliant's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Reliant Proposal, the Reliant Proposal shall control. In the event there is a conflict between the Reliant Proposal and this Agreement, the Reliant Proposal shall control.

22. Signatures. This agreement is not effective unless and until it is approved, signed and dated by Reliant Fire Apparatus Inc.'s authorized representative.

Accepted and agreed to:

RELIANT FIRE APPARATUS, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER: City of Fort Atkinson, Wisconsin

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Reliant Fire Apparatus, Inc.
880 Enterprise Drive
Slinger, WI 53086
Fax (262) 297-5022

Date: September 11, 2025

Customer Name: City of Fort Atkinson, Wisconsin

Quantity	Chassis Type	Body Type	Price per Unit
1	Enforcer	PUC Rescue Pumper	\$1,246,833.00
			\$
			\$
			\$
			\$

The contract price of \$1,206,833.00 on Page 1, Item #4 of this contract reflects a trade in value of \$40,000.00 for one (1) 1999 Pierce Saber pumper.

Warranty Period: Warranty period includes a one (1) year bumper-to-bumper warranty along with all other warranties described within the proposal provided to the City of Fort Atkinson Fire Department.

Training Requirements: Training to be done by Reliant Fire Apparatus, Inc. at the City of Fort Atkinson Fire Department at a to-be-determined date.

Other Matters: Details of trade in arrangements will be coordinated between the Fort Atkinson Fire Department and Reliant Fire Apparatus at a mutually agreed upon time.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Payment in the amount of \$1,206,833.00 and any associated change orders due Reliant Fire Apparatus, Inc. N10 days prior to final inspection by the fire department in Appleton, Wisconsin to allow processing and transfer of the Manufacturer's Statement of Origin (MSO). If trade in of the departments 1999 Saber pumper does not occur, payment in the full amount of \$1,246,833.00 and any associated change orders due Reliant Fire Apparatus, Inc. N10 days prior to final inspection by the fire department in Appleton, Wisconsin to allow processing and transfer of the Manufacturer's Statement of Origin (MSO). Truck must be paid in full prior to departure of unit from Pierce Manufacturing, Inc., Appleton, Wisconsin.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Reliant.] All taxes, excises and levies that Reliant may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Reliant to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Reliant will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Reliant substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Reliant shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Reliant or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Reliant, Reliant shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF SEPTEMBER 11, 2025 BETWEEN RELIANT AND THE CITY OF FORT ATKINSON,

WISCONSIN WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY RELIANT HEREIN.

EXHIBIT B

WARRANTY

WARRANTY CERTIFICATES OF COVERAGE ARE INCLUDED IN RELIANT FIRE APPARATUS PROPOSAL #1043 PRESENTED TO THE CITY OF FORT ATKINSON FIRE DEPARTMENT, WISCONSIN DATED JULY 25, 2025.

EXHIBIT C

RELIANT PROPOSAL

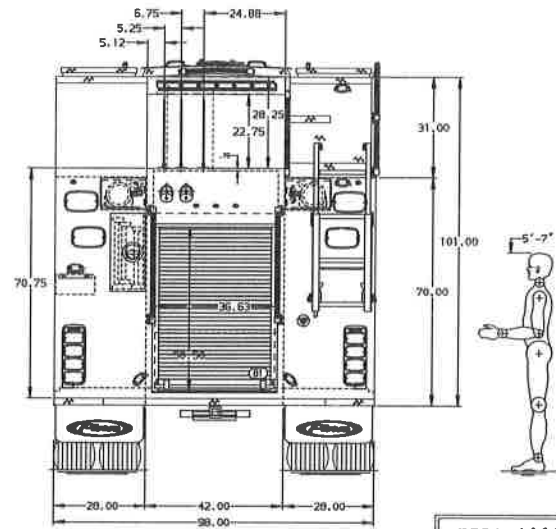
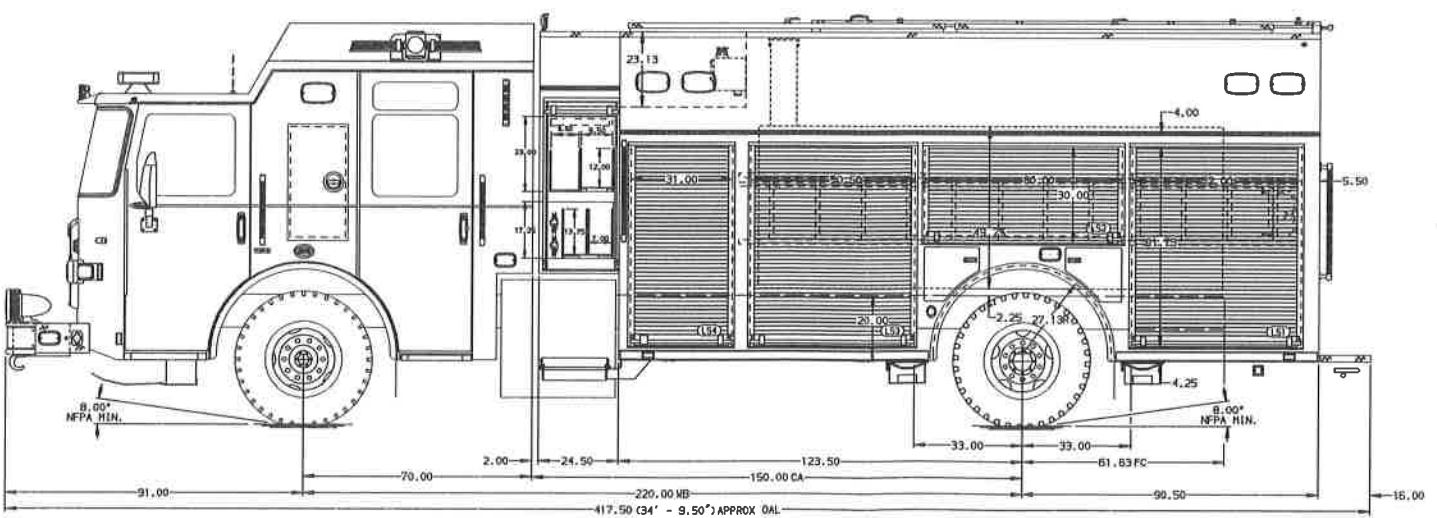
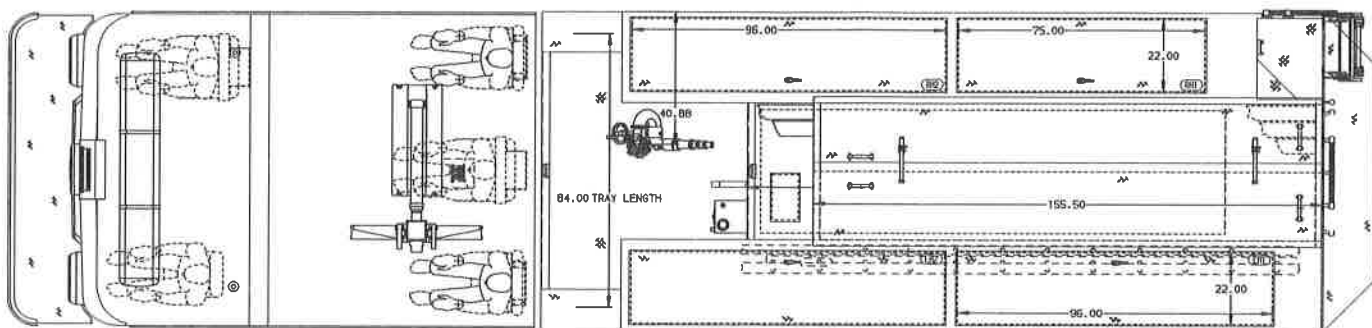
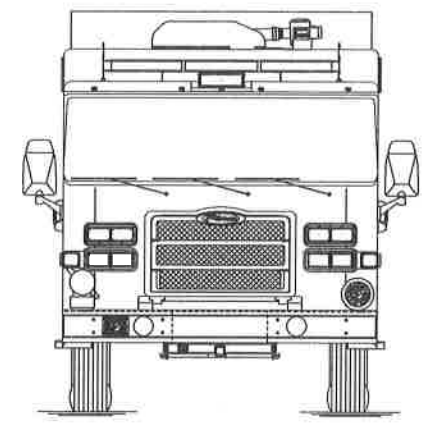
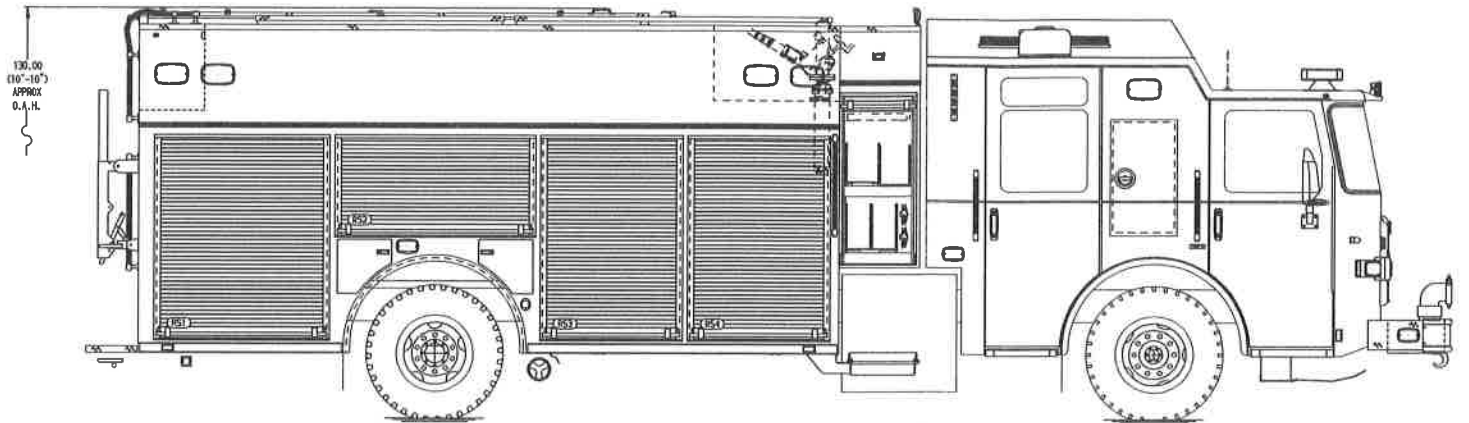
PROPOSAL FOR APPARATUS TO BE PROVIDED UNDER THIS CONTRACT IS RELIANT FIRE APPARATUS PROPOSAL #1043 PRESENTED TO THE CITY OF FORT ATKINSON FIRE DEPARTMENT, WISCONSIN DATED JULY 25, 2025.

PUMPER, PUC
BODY
Pumper, PUC, Aluminum
CHASSIS
Enforcer Chassis, PUC
ELECTRICAL SYSTEM
Hard Wired

CHASSIS
AXLE, FRONT, CUSTOM
19,500 Lb TAK-4 Axle
AXLE, REAR
31,000 Lb Meritor Axle
ENGINE
450 HP Cummins X10 Engine
TRANSMISSION
Allison 6th Gen, 3000 EVS P
BUMPER
22" Extended Stainless Steel
CAB
7010 Enforcer Cab, PUC

BODY
TOTAL TANK CAPACITY
1000 Gallon Poly Tank
WATER CAPACITY
900 Gallons of Water
FOAM CELL CAPACITY
20 Gallon Foam Cell
COMPT, PUMPER, REAR
50.50" FF Rollup Rear Compt w/Tailboard, PUC
COMPT, PUMPER, LEFT SIDE
214" Rollup Full Height & Depth Front & Rear, PUC
COMPT, PUMPER, RIGHT SIDE
214" Rollup Full Height & Depth Front & Rear, PUC

FIRE SUPPRESSION
PUMPHOUSE
Control Zone, PUC
PUMP
2000 GPM Pierce PUC
CROSSLAYS, 1.50"
(2) 1.50", Poly Tray, 200"
CROSSLAYS, 2.50"
(1) 2.50", Poly Tray, 200"
SPEEDLAYS
GENERATOR
Generator Not Required
FOAM SYSTEM
Husky 12 Single Agent Foam System



NOTE
DIMENSIONS SHOWN ARE APPROXIMATE
AND ARE SUBJECT TO MINOR DEVIATIONS
AS MAY OCCUR OR BE NECESSARY IN
CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

CUSTOMER APPROVAL				Pierce MANUFACTURING INC.		NFPA 1900 (2024) COMPLIANT	
APPROVED BY:				TITLE		JOB NO. PRELIM	
DATE:				Pierce Puc Pumper Approval Drawing		SCALE 1:24 DATE	
				FOR Fort Atkinson Fire Department		DRAWN BY AMI 12JUN25	
				DWG NO. 72844		CHECKED BY -	
REV DATE BY CH ENFORCER						SHEET SIZE D SHEET NO. 1 of 1	



Option List

7/25/2025

Customer: Fort Atkinson Fire Department - WI
Representative Scholz, Dustin
Organization: Reliant Fire Apparatus, Inc
Requirements Manager:
Description: Fort Atkinson BTO 214
Body: Pumper, PUC, Aluminum
Chassis: Enforcer Chassis, PUC-NG

Bid Number: 1043
Job Number:
Number of Units: 1
Bid Date: 05/07/2025
Stock Number:
Price Level: 52 (Current: 52)
Lane: Lane 1

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0764706	SP	BMP Truck - Pre-Approval at Bid - Approved Option Will Be Required at Booking	1
7	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
12	0537375		Unit of Measure, US Gallons	1
13	0030006		Bid Bond Not Requested	1
14	0816570		Performance Bond, 100% Req'd, PPI Terms	1
15	0000007		Approval Drawing	1
16	0002928		Electrical Diagrams	1
17	0889378		Enforcer Chassis, PUC-NG	1
18	0000110		Wheelbase	1
			Wheelbase - 220"	
19	0000070		GVW Rating	1
			GVW rating - 53,800 lbs	
20	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
21	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
22	0629940		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Enforcer	1
23	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
24	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/Enf	1
25	0000322		Oil Seals, Front Axle	1
26	0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	1
27	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
28	0530461		Axle, Rear, Meritor RS30-185, 31,000 lb, Saber/Enforcer	1
29	0818721		Top Speed of Vehicle, 68 MPH/109 KPH, Non-NFPA/ULC 2024	1
30	0635109		Suspen, Rear, Single Slipper Spring, 31,000 lb, Saber FR/Enforcer	1
31	0000485		Oil Seals, Rear Axle	1
32	0585004		Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	1
33	0641529		Wheels, Rear, Accuride, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
34	0568081		Tire Balancing, Counteract Beads	1
35	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
36	0801909		Lug Nut, Covers, Chrome	1
37	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
38	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
39	0002045		Mud Flap, Front and Rear, Pierce Logo	1
40	0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires)	1
			Qty, Pair - 01	
41	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Tire, Forward and Rearward	
42	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	1
43	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
44	0803729		Brakes, Meritor, Cam, Rear, 16.50 x 8.63" No Dust Shield	1
45	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1

Line	Option	Type	Option Description	Qty
46	0637584		Brake Reservoirs, 5,376 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
			Paint Color, Air Tanks - Black #98	
47	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
48	0000790		Brake Lines, Nylon	1
49	0000856		Air Inlet, with Kussmaul Air Eject	1
			Location, Air Coupling(s) - DS Crew Cab (rec)	
			Qty, Air Coupling (s) - 1	
50	0621121		Cover, Weatherproof, for Recessed Kussmaul Air Inlet, 091-28AK	1
			Color, Kussmaul Cover - b) red	
51	0808535		Engine, Cummins X10, 450 hp, 1250 lb-ft, W/OBD, EPA 2027, Saber FR/Enforcer	1
52	0811409		Not Required, Engine Contingency Adjustment	1
53	0001244		High Idle w/Electronic Engine, Custom	1
54	0683056		Engine Brake, Cummins Turbo Brake (VGT), Accelerator Activated	1
55	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
56	0644573		Air Intake, Water & Ember Screen, Saber FR/Enforcer	1
57	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)	
			Tip, Exhaust - Straight Tip (Standard)	
58	0788765		Radiator, Saber FR/Enforcer	1
59	0001090		Cooling Hoses, Rubber	1
60	0770792		Fuel Tank, 65 Gallon, Left Side Fill, Common Air Bottle Door	1
61	0001129		Lines, Fuel	1
62	0662965		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Air Bottle Door	1
63	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
64	0691919		Shutoff Valves, Fuel Line @ Primary Filter and Fuel Tank(2), Cummins Engine	1
65	0699437		Cooler, Chassis Fuel, Not Req'd.	1
66	0690880		No Selection Required From This Category	1
67	0887559		Trans, Allison 6th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
68	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
69	0517604		Transmission Programming, Park to Neutral, PUC	1
70	0684459		Transmission Oil Cooler, Modine, External	1
71	0001370		Driveline, Spicer 1710	1
72	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
73	0509229		Steering Wheel, 2 Spoke	1
74	0550144		Logo/Emblem, on Horn Button	1
			Text, Row (1) One - Fort	
			Text, Row (2) Two - Atkinson	
			Text, Row (3) Three - Fire Dept.	
75	0012246		Bumper, 22" Extended, Saber FR/Enforcer	1
76	0637802		Tray, Hose, Center, 22" Bumper, Outside Air Horns, 15" Deep, 13" Below/2" Above	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 19) 100' of 1.75"	
77	0630813		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray	1
			Stay arm, Tray Cover - b) Pneumatic Stay Arm	
78	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
79	0002270		Tow Hooks, Chrome	1
80	0067702		Receiver, Portable Winch, At Front Bumper, 10K Pull, w/Power	1
81	0625646		Cab, Enforcer, 7010, PUC	1
82	0647919		Engine Tunnel, ISL, Spray Insulation, Saber FR/Enforcer	1
83	0887601		Cab Insulation, Enforcer/Saber FR	1
84	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
85	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
86	0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1
87	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
88	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
89	0012226		Scuffplates, S/S Corner Guard, Polished, Rear Cab Corners	1
90	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
91	0087357		Molding, Chrome on Side of Cab	1

Line	Option	Type	Option Description	Qty
92	0032191		Mirrors, Ramco, 8000FFHR-750, Heated/Remote, w/Bolt-on Convex, Door Mount	1
93	0648172		Door, Full Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
94	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
95	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
96	0528251		Electric Door Locks, Cab Doors, QXS, AXT, Sab, Enf	1
97	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
98	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
99	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
100	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
101	0042105		No Windows, Side of Crew Cab	1
102	0012090		Not Required, Windows, Front/Side of raised roof	1
103	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
104	0097671		Enclosure Around Light Tower on Cab Roof, Painted, Angled Front	1
105	0894089		Dash, Heavy Duty Metal, Enforcer	1
			Material Finish, Metal Dash - Fire Smoke Gray	
106	0780605		Shelf, Equipment Mounting, Adjustable, Aluminum, Lip	1
			Location - between the two rear facing EMS cabinets	
			Qty, - 01	
			Material Finish, Cab Interior - Painted	
			Lip - 1.00"	
107	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - .50"	
			Material Finish, Cab Interior - Painted	
108	0893536		Mounting Plate, 3/16" Aluminum, Pegboard, Cab Interior	2
			Location - between the seats on each side forward facing crew cab wall	
			Qty, - 02	
			Size - as large as the space allows	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Mounting Provision Spacing - .50"	
			Material Finish, Cab Interior - Painted	
109	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
110	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
111	0888673		Floor, Rubber Padded, Cab & Crew Cab, Blister, Enforcer PUC-NG	1
112	0722696		HVAC, Standard-Duty, Enforcer, CARE	1
			HVAC System, Filter Access - Tool Free Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Metal, Painted	
113	0012122		Fans, Window Defrost, One (1) Fan on Each Side	1
114	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	1
			Sun Visor Retention - Thumb Latch	
115	0622887		Grab Handles, Driver Door Post, Officer Door Post Low, Saber FR/Enforcer	1
116	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
117	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
118	0002501		Map box, 4 bin/30 Deg Slant, Custom Chassis	1
			Location - TBD	
119	0583039		Not Required, Side Roll and Frontal Impact Protection	1
120	0622618		Seating Capacity, 5 Belted Seats	1
121	0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, PRIMARY, SFR/Enf	1
122	0632925		Seat, Officer, Pierce PSV, Air Ride, SCBA, PRIMARY, SFR/Enf	1
123	0002517		Not Required, Radio Compartment	1

Line	Option	Type	Option Description	Qty
124	0754655		Cabinet, Rear Facing, LS, 23 W x 43 H x 26.75 D, Roll, Ext Acc, SFR/Enf Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Interior, Right Side Scuffplate, Material/Finish - S/S, Polished Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Locking #751 Door, Exterior Stop - Stay Arm Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Non-Locking Louvers, Cabinet - 0-No Louvers	1
125	0102783		Not Required, Seat, Rr Facing C/C, Center	1
126	0767456		Cabinet, Rear Facing, RS, 22 W x 43 H x 26.75 D, Roll, Ext Acc, SFR/Enf Light, Short Cabinet - Pierce, Exterior, Right Side and Pierce, Interior, Left Side Scuffplate, Material/Finish - S/S, Polished Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Locking #751 Door, Exterior Stop - Stay Arm Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Non-Locking Louvers, Cabinet - 0-No Louvers	1
127	0632947		Seat, Fwd Fcng C/C, LS Otrd, Pierce PSV, SCBA, Foldup, SECONDARY, SFR/Enf	1
128	0632657		Seat, Fwd Fcng C/C, Ctr, (1) Pierce PSV, SCBA, SECONDARY, SFR/Enf	1
129	0632874		Seat, Fwd Fcng C/C, RS Otrd, Pierce PSV, SCBA, Foldup, SECONDARY, SFR/Enf	1
130	0629833		Compt, Storage, (2) Rear Facing, Overhead, 21 W x 10 H x 20 D, Saber FR/Enforcer Latch, Storage Compt - a) Non Locking Light, Overhead Compt - Pierce, Horizontal Mounted	1
131	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Qty, - 05	5
132	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 04	4
133	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1
134	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
135	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Grey Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
136	0813183		Not Required, Enhanced Software for Cab and Crew Cab Dome Lts	1
137	0649915		Light, Map, Havis, C-MAP-T-LED, Gooseneck Location - in front of the officer to match #31039 Qty, - 01 12vdc power from - Battery switched	1
138	0816997		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
139	0544516		Spotlight, Handheld Cab, Specialty Lighting 2150-1 Location, Fixed Hand Light - Officer Side Cab	1
140	0644187		Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer Emergency Switching - Individual Switches	1
141	0002544		Air Restriction Indicator - Pierce Chassis	1
142	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
143	0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1
144	0632738		Switching, Cab Instrument Lower Console & Overhead, Rocker, Enforcer	1
145	0802940		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer Location, Wiper Control - Standard Location	1
146	0834413		USB, Cab, 4, 12V DC, Dual USB Termination, Batt Dir. NFPA1900/ULC USB, Type - USB Combo A & C	1
147	0820894		Wiring, Spare, 15 A 12V DC, Batt Dir, 1st NFPA1900/ULC Location, Wiring - panel position #14 12vdc power from - Battery direct	1

Line	Option	Type	Option Description	Qty
147			Wire termination - 15 amp power point plug	
148	0820897		Wiring, Spare, 15 A 12V DC, Batt Dir, 2nd NFPA1900/ULC	1
			Location, Wiring - Behind Officer Seat	
			12vdc power from - Battery direct	
149	0763646		Wire termination - 10-Place Bus Bar w/Cover	
			Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf	1
			System Of Measurement - US Customary	
150	0816633		Collision Mitigation, HAAS Alert (R2V), HA7	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
151	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1
152	0601954		Intercom, Firecom 5100D Single Radio, 1 Wireless Base, V2, (O,3C,Wired)	1
			Location - TBD	
			Location, Intercom, C Cab - 3) 3 forward facing seats	
153	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio	1
			Radio, First Two-Way Make - Motorola High Power	
			Radio, First, Two-Way Model - XTL2500 or Spectra 9000- TBD	
154	0681389		Headset, Firecom, UH-51 Under Helmet, Radio Transmit	1
			Qty, - 01	
			Location, Headset - Officer Seat	
155	0601984		Headset, Firecom, Wireless, FHW-505 Over The Head, Radio Transmit	1
			Qty, - 01	
			Location - Driver	
156	0681384		Headset, Firecom, UH-52 Under Helmet, Intercom Only	3
			Qty, - 03	
			Location, Headset - DS Outbrd, Fwrd Fcng Seat, PS Outbrd, Fwrd Fcng	
			Seat and Center Crew Cab Seat	
157	0819255		Hangers For Headsets, NFPA/ULC 2024, Each	5
			Qty, - 05	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Fwrd	
			Fcng Seat, PS Outbrd, Fwrd Fcng Seat and Rear, Center, Fwrd Fcng Seat	
158	0640653		Cable, Firecom Radio Interface Extension, 15'	1
			Location - TBD	
			Qty, - 1	
159	0696438		Antenna Mount, Custom Chassis, Cable Routed to Radio Box	2
			Location - same as #31039	
			Qty, - 02	
160	0808066		Camera, Pierce, 7" HD, RS, LS, R, Cameras, AHD	1
			Color - 4) white	
			Location, Camera Monitor - Driver Side Dash	
161	0814831		Not Required, Camera Switcher	1
162	0808270		Camera, Pierce, Body Camera, 7" HD Display Pump Panel, AHD	1
			Color - 4) white	
			Location - above the crosslays on the passenger's side	
163	0674566		Location, Rear Vision Camera	1
			Location - TBD in an area not to interfere with hose or to be interfered	
			with	
164	0624241		Electrical Power/Signal Protection & Control, Enforcer	1
165	0831839		Not Required, Prognostics, Electrical System	1
166	0624256		Electrical System, Enforcer Hard Wired	1
167	0079211		Batteries, (6) Stryten/Exide Grp 31, 950 CCA each, Threaded Stud	1
168	0008621		Battery System, Single Start, All Custom Chassis	1
169	0002698		Battery Compartment, Saber/Enforcer	1
170	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
171	0814869		Location, Cab, Charger, Behind Driver Seat	1
172	0811943		Panel, Remote Control, Kussmaul, Chief 091-266-RCP	1
173	0814939		Location, Cab, Ind/Remote, Driver's Seat Riser	1
174	0811952		Not Required, Indicator/Remote Status	1
175	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
176	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Crew Cab	

Line	Option	Type	Option Description	Qty
177	0647728		Alternator, 430 amp, Delco Remy 55SI	1
178	0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
179	0783157		Headlights, Rect LED, JW Spkr Evo 2, Heat, AXT/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
180	0625953		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf/Sab Color, Lens, LED's - c)clear	1
181	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
182	0648048		Lights, Clearance/Marker/ID, Front, Wln 0SA00MCR LED 7 Lts	1
183	0625210		Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED, AXT/Enf	1
184	0591889		Lights, Clearance/Marker/ID, Rear, Wln 0SR00MCR LED 7Lts	1
185	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg Color, Lens, LED's - Match Flash Pattern, Directional Lts - Steady On (Arrow)	1
186	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
187	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt Color, Trim - Chrome Housing	1
188	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
189	0589905		Alarm, Back-up Warning, PRECO 1040	1
190	0626588		Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr	1
191	0617901		Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	1
192	0626579		Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1
193	0814230		Not Required, Enhanced Software for Perimeter Lts	1
194	0557322		Lights, Step, P25 at Rear Tailboard, PUC, 4lts Perm Lts	1
195	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS Scene Light Optics - Flood/Spot	1
196	0806205		Lights, Wln, M92SL* EZ Scene, 12 VDC, 1st Location - high between the driver's cab and crew cab door Qty, - 01 Control, Scene Lts - DS Scene Lts Color, Trim - Chrome Trim	1
197	0806206		Lights, Wln, M92SL* EZ Scene, 12 VDC, 2nd Location - high between the passenger's cab and crew cab door Qty, - 01 Control, Scene Lts - PS Scene Lts Color, Trim - Chrome Trim	1
198	0810227		Lights, Wln, M92SL* EZ Scene, 12 VDC, 3rd Location - high on each side rear bulkhead Qty, - 02 Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS Color, Trim - Chrome Trim	2
199	0806208		Lights, Wln, M92SL* EZ Scene, 12 VDC, 2nd Location - high and forward and high and rearward on the passenger's side body Qty, - 02 Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS Color, Trim - Chrome Trim	2
200	0806207		Lights, Wln, M92SL* EZ Scene, 12 VDC, 1st Location - high and forward and high and rearward on the driver's side body Qty, - 02 Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS Color, Trim - Chrome Trim	2
201	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips Control, Hose Bed Lts - Cup Switch At Rear	1
202	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
203	0768376		Lights, Walk Surf, FRP Flood, LED, Qty, Loc Fet Location - in tank dome fill area above water tank, and cargo compartment. Qty, Surface Lights - 2	2

Line	Option	Type	Option Description	Qty
204	0518282		Pumper, PUC, Aluminum	1
205	0554271		Body Skirt Height, 20"	1
206	0516514		Tank, Water, 1000 Gallon, Poly, Rectangular Form Fitting, PUC	1
207	0003405		Overflow, 4.00" Water Tank, Poly	1
208	0028104		Foam Cell Required	1
209	0633066		Sleeve, Through Tank	2
			Qty, Sleeve - 2	
			Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
210	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
211	0003429		Not Required, Direct Tank Fill	1
212	0003424		Not Required, Dump Valve	1
213	0048710		Not Required, Jet Assist	1
214	0030007		Not Required, Dump Valve Chute	1
215	0514778		Not Required, Switch, Tank Dump Master	1
216	0597043		Body Height, PUC/HDRP	1
			Body Height - 101.00"	
217	0199241		Hose Bed, Aluminum, Pumper, PUC	1
218	0723340		Unpainted/Brush Finished, Hose Bed, 3G PUC/HDRP	1
219	0003481		Hose Bed Capacity, Special	1
			Capacity, Hose Bed - 750' of 2.5", 700' of 2.5", and 1000' of 5"	
220	0083488		Divider, Hose Bed, .25" Unpainted	2
			Qty, Hose Bed Dividers - 2	
221	0805760		Cover, Hose Bed, Alum Treadplate	1
222	0807411		Hose Restraint, Hose Bed, Vinyl, Rear, Separate From Top, Seat Belt	1
			Color, Vinyl Cover - a) red	
			Vinyl Flap Weight - Not Weighted	
			Color, Strap - Red	
			Release, Seat Belt Buckle - Two Bars	
			Fastener, Rear Restraint, Bottom - Permanent Strap Footman Loop	
223	0010133		Cross-Divider, Hose Bed	1
224	0611509		Running Boards, Flip Out, PUC	1
225	0676723		Tailboard, 16" Deep, Full Width, Angled Corners, PUC/HDRP	1
226	0690029		Wall, Rear, Body Material, PUC/HDRP	1
227	0003531		Tow Bar, Under Tailboard	1
228	0656764		Construction, Compt, Alum, Pumper, PUC	1
229	0515256		LS 214" Rollup, Offset Split Front Compt, Full Height/Depth Compts, PUC	1
230	0515258		RS 214" Rollup, Even Split Front Compt, Full Height/Depth Compts, PUC	1
231	0594005		Doors, Rollup, Amdor, Side Compartments	8
			Qty, Door Accessory - 08	
			Color, Roll-up Door - AMDOR Satin Aluminum	
			Latch, Roll-up Door - Non-Locking Liftbar	
232	0670640		Rear, Rollup, 50.50" F-F, Tailboard, PUC	1
233	0593958		Door, Amdor, Rollup, Rear Compartment, PUC	1
			Color, Roll-up Door - AMDOR Satin Aluminum	
			Latch, Roll-up Door - Non-Locking Liftbar	
234	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	9
			Qty, - 09	
			Location, Compartment Lights - All Body Compts	
235	0515686		214" Hatch, (2) Lift-up, 28" Wide, Both Sides, PUC	1
			Size, Hatch Compt, Height - 31.00"	
			Trim, Body/Hatch Compt Seam, Horizontal, Pair - Molding	
			Trim, Body/Hatch Compt Seam, Vertical, Pair, PUC - Painted Smooth	
			Weld	
			Matting, Floor, Hatch Compt - Rubber Matting	
236	0733406		Handrails, Hatch Step Area, (1) Curved & (1) Straight	1
237	0687993		Lights, Hatch Compt, LED Strip Light, 214", Both Sides	1
238	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
239	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	8
			Qty, Shelf - 08	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - * Locations To Be Determined At A	
			Later Date, LS1-Transition Point, RS1-Centered, RS3-Upper Third, RS2-Upper	
			Third and LS3-Transition Point	

Line	Option	Type	Option Description	Qty
240	0709692		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Predefined Locations Qty, Tray (slide-out) - 04 Location, Shelves/Trays, Predefined - * Locations To Be Determined At A Later Date	4
241	0647044		Material Finish, Tray - Painted - Spatter Gray Tray, Floor Mounted, Slide-Out, w/ Side Slides, FW/FD, 500lb, 2.00" Sides, 3G Qty, - 04 location - LS1, B1, RS3, RS4	4
242	0725642		Material - paint to match compt interior Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 36" Wide, 24" Deep Qty, - 01 Location - forward on the floor of LS3 Size, Drawer Height 1 (Top) - 4.00" Size, Drawer Height 2 - 4.75" Size, Drawer Height 3 - 5.75"	1
243	0709346		Toolboard, Slide-out, Alum, .188", Peg Board, Predefined Locations Qty, - 04 Mounting, Toolboard - Adjustable side-side Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Partition/Toolboard, Predefined - * Locations To Be Determined At A Later Date	4
244	0726412		Partition, Trans Rear Compt, PUC/HDRP Qty, Partition - 02 Location, Partition - c) both sides Material Finish, Partition - Painted - Spatter Gray	2
245	0539811		Box, Poly Tool Location - TBD Qty, Comp. Accessory - 10 Color - 1) black Length - 24.00" Width - 12.00" Depth - 8.00"	10
246	0654369		Recess, Partition, Right of Pump Operator's Panel, PUC	1
247	0659095		Pegboard, 3/16" Aluminum, Back Wall Compartments, w/Track Qty, Comp. Accessory - 02 Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Pegboard Back Compt Wall - LS2 and LS3	2
248	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
249	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3G Material Finish, Fender Liner - Brushed Stainless	1
250	0816944		Hose, Hard Suction, Provided by Fire Department, NFPA/ULC 2024 Qty, Hard Suction Hose - 2 Length, Hard Suction Hose, Predefined - 10 Diameter, Hard Suction Hose - 6.00" Type of Hose Ends, Coupling, HSH - Long Handle	2
251	0611033		Compt, HSH, (1), In Upper Body, PUC/HDRP Qty, - 02 Location, Hose Trough/Compartment - I) one each side Door, Material & Finish, Storage - Smooth Aluminum Latch, Door, Storage - Southco C2 Chrome Raised Hinge Location - Outboard Trough, Material - Alum - Unpainted	2
252	0527021		Handrails Located @ Front Body	1
253	0664688		Handrails, Rear, PUC/HDRP	1
254	0000941		No Rear Hose Bed Handrail Required	1
255	0816729		Compt, Extinguisher (2) Fender Panel, Triangular Door, 8"/8.5"Dia Location, Bracket/comp. - RS forward Qty, - 1 Door Finish, Fender Compt - Painted Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	1
256	0657522		Compt, Air Bottle, Triple, Fender Panel Qty, Air Bottle Comp - 2	2

Line	Option	Type	Option Description	Qty
256			Door Finish, Fender Compt - Painted Location, Fender Compt - Triple - LS Fwd and Triple - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	
257	0654143		Compt, Air Bottle, Single,Tri Door (DEF/Fuel), Fender Panel Door Finish, Fender Compt - Painted Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	1
258	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
259	0004230		Ladder, 14' Duo-Safety 775A Roof	1
260	0638382		Rack, Ladders, LS Full Depth Body, PUC/HDRP Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - D-Handle latch	1
261	0733387		Ladder, 10' Duo-Safety Folding 585A	1
262	0732963		Trough, Folding Ladder, Long Tool Storage Compt In Upper Body Location, Left Side, Right Side - Left Side	1
263	0793652		Ladder, Little Giant, Velocity - Model 13, 15413-001 Location - TBD	1
264	0802284		Little Giant/Werner Ladder Storage, Vertical In Compartment Ladder, Make/Model - Little Giant Velocity Model 13 Location Within Compartment - TBD Location, Compartment, Predefined - RS4	1
265	0567897		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8 Qty, - 01 Location - HSH storage on the right	1
266	0732982		Tube, Pike Pole 8' or Longer, In Upper Body Long Tool Storage Compt Qty, Pike Poles - 1 Location, Left Side, Right Side - Right Side Material/Finish, Tube, Pike Pole - Aluminum Width, Notch, Pike Pole Tube - 1.38", NY Notch	1
267	0552649		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6 Qty, - 03 Location - HSH on the right and (2) in the crosslay area	3
268	0732992		Tube, Pike Pole 6', In Upper Body Long Tool Storage Compt Qty, Pike Poles - 1 Location, Left Side, Right Side - Right Side Material/Finish, Tube, Pike Pole - Aluminum Width, Notch, Pike Pole Tube - 1.38", NY Notch	1
269	0521734		No Steps Required, Front Of Body, PUC	1
270	0794171		Ladder, Top Access, Alum, Rear, PUC/HDRP, Opposite Ladder Storage Do Not Move Truck Indicator - DNMT indicator	1
271	0515692		Pump Operators Panel, 31", Control Zone, PUC	1
272	0520016		Not Required, Pumphouse Structure, PUC	1
273	0814152		Heat Enclosure, Improved Ground Clearance, PUC Latch, Heat Enclosure Pans - Black Fluted Knobs	1
274	0830175		Heater, Hot Water Heater, Pump House, PUC Activation, Heater - Ignition On	1
275	0830615		Heater, Electric, Gauges, Test Ports, Transducers	1
276	0889383		Pump, Pierce, 2000 GPM, Single Stage, PUC-NG	1
277	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
278	0802234		Gear Case, Integrated Pump Transmission, PUC-NG, Cummins	1
279	0721190		Pumping Mode, Pump and Roll/Stationary, Basic, NON-MUX, PUC	1
280	0515829		Pump Shift, Sure-Shift	1
281	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
282	0515835		Auxiliary Cooling System, PUC	1
283	0014486		Not Required, Transfer Valve, Single Stage Pump	1
284	0746501		Valve, Relief Intake, Elkhart Qty - 1 Pressure Setting - 125 psig Intake Relief Valve Control - Behind Right Side Pump Panel	1
285	0724463		Controller, Pressure, Pierce LCD , PUC Pressure Governor Throttle Control - Clockwise Pressure Governor Default Mode - RPM Setting	1

Line	Option	Type	Option Description	Qty
286	0672564		Primer, Trident, Air Prime, Air Operated,w/ (1) Addl Priming Valve, Automatic	1
			Inlet Extra Primer - front	
287	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
288	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
289	0795135		Plumbing, Stainless Steel, w/Foam System	1
290	0517852		Inlets, 6.00" - 1250-2000 GPM, Pierce PUC Pump	1
291	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
292	0084610		Valves, Akron 8000 series- All	1
293	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	2
			Qty, Inlets - 2	
294	0004700		Control, Inlet, at Valve	1
295	0004660		Inlet (1), Left Side, 2.50"	1
296	0004680		Inlet, Right Side, 2.50"	1
297	0897257		Inlet, 4" to 6" Front, 5" Plumbing, w/Bleeder Valve, Top of Bumper	1
			Inlet, Size - Six	
			Drain, Suction - T Swing Handle	
			Inlet, Front, Valve - Bray 5.00"	
			Inlet, Front, Plumbing - Black Iron Pipe	
298	0014823		Control, Front Inlet, Electric, w/Indicator Lights	1
299	0755136		Valve, Relief Intake, Front Inlet, Elkhart	1
			Pressure Setting - 125 psig	
300	0732444		Swivel, Front Inlet, 4.00" to 6.00", w/Drain	1
			Inlet, Size - 6.00" inlet	
			Inlet Bleeder - Quarter-Turn Style Bleeder	
			Finish, Front Inlet Elbow/Adapter - #90	
301	0004788		Cap, Front Inlet, Long Handle, VLH	1
302	0092569		No Rear Inlet (Large Dia) Requested	1
303	0064116		No Rear Inlet Actuation Required	1
304	0092696		Not Required, Cap, Rear Inlet	1
305	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
306	0092568		No Rear Auxiliary Inlet Requested	1
307	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
308	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
309	0595508		Outlet, Tank Fill, 1.50", PUC	1
310	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
311	0516755		Outlet, Left Side, 2.50" (2), PUC	1
312	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
313	0092570		Not Required, Outlets, Left Side Additional	1
314	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
315	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	
316	0021134		Not Required, Elbow, Right Side Outlets, 2.50"	1
317	0092571		Not Required, Outlets, Right Side Additional	1
318	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
319	0818640		Outlet, Large Diameter, Right Side, Akron Valve, PUC	1
			Outlet, Large Diameter, Plumbing - 4.00"	
			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - PUC Akron 9335 w/PSI	
320	0028964		Elbow, Large Dia Outlet, 30 Deg, 4" FNST x 5" Storz w/5" Storz x 2.50" MNST	1
321	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
322	0516777		Outlet, Rear, 2.50", (1), Thru Tank, PUC	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
323	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
324	0516782		Outlet, Rear, 2.50" w/2.50" Plumbing, Thru Tank, PUC, Additional	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
325	0536635		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH, PUC, Additional	1
			Qty, Discharges - 01	

Line	Option	Type	Option Description	Qty
326	0752078		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, S/S Cable	1
327	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
328	0005080		Reducer, 2.50" FNST x 1.50" MNST, w/Cap	6
			Qty, Adapter for Outlets - 06	
			Location, Adapter(s) - all 2.5"	
329	0516280		Outlet, 3.00" Deluge w/2.50" Valve, w/TFT Extend-a-Gun XG18, PUC	1
330	0543581		Monitor, Elkhart Stinger 8297-98, No Ground Base	1
			Monitor Finish - Painted to Match Lower Body	
331	0029321		Nozzle, Elkhart SM-1000, Manual, ST-194 Tips and 282A shaper	1
332	0544561		Mount, Elkhart #8298 (for Elkhart Stinger), Adapter, Flange	1
333	0750982		Crosslay Module, Full Width, Roll Up Doors, PUC	1
334	0750897		Doors, Crosslay, Roll-up Amdor, Each End, Full Height, PUC	1
			Color, Roll-up Door - AMDOR Satin Aluminum	
			Latch, Roll-up Door - Non-Locking Liftbar	
			Drip Pan - Drip Pan Required	
335	0747660		Lights, Crosslay Compt, Forward LED, 2Lts	1
336	0750916		Crosslays, (2) 1.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 1.75" double jacket hose	
337	0746380		Crosslay, (1) 1.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 250' of 1.75"	
338	0737905		Tube, Aluminum, Pike Pole, Lower Crosslay Module, Special Notch, NY PP Head, PUC	2
			Qty, Pike Pole Tubes - 02	
			Location, Tube - one (1) on each side	
339	0746688		Trough, Aluminum, Long Tool Storage, Upper Crosslay Module, Special Size, PUC	1
			Size - As large as possible to hold two (2) high-rise packs with 100' of 1.75" each	
			Qty - 1	
			Location, Trough - next to the upper crosslay	
340	0749401		Mounting, Backboard, Upper Crosslay Module, Strap, PUC	1
			Size, Backboard - TBD	
			Qty - 1	
341	0787795		MODIFICATION, Increase Wheelbase 3.50"	1
342	0729271		Tray(s), Poly, Additional, Crosslays, PUC	2
			Qty, - 02	
			Fill in Blank - crosslays. (all three crosslays to have same size trays)	
343	0822465		Foam Sys, Husky 12, Single Agent, PUC NG, PTO, Multi Select Feature	1
			Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower Front and Rear Outlet Outboard Left Side	
344	0012126		Not Required, CAF Compressor	1
345	0552481		Refill, Foam Tank, Single Tank, Husky 12, Class A Foam	1
346	0031896		Demonstration, Foam System, Dealer Provided	1
347	0535798		Foam Cell, 20 Gallon, Reduce Water, PUC	1
			Type of Foam - Class "A"	
348	0505016		Drain, 1.00", Foam Tank #1, Husky 12 Foam System	1
349	0091079		Not Required, Foam Tank #2	1
350	0091112		Not Required, Foam Tank #2 Drain	1
351	0746444		Approval Dwg, Color And Label Tags Only	1
352	0032479		Pump Panel Configuration, Control Zone	1
353	0831517		Material/Finish, Pump Panels, with Heat Enclosure, PUC	1
			Material/Finish, Pump Panels, Operator Panels, PUC - Brushed Stainless Steel	
			Material/Finish, Pump Panels, Side Panels, PUC - Brushed Stainless Steel	
354	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
355	0618458		Light, Pump Compt, WIn 3SC0CDCR LED White, PUC	1
			Qty, - 01	
356	0516983		Gauges, Engine, Included With Pressure Controller, PUC	1
357	0005601		Throttle, Engine, Incl'd w/Press Controller	1
358	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
359	0549333		Indicators, Engine, Included with Pressure Controller	1
360	0553643		Control, Air Horn at Pmp Pnl, Red Switch, Momentary	1
361	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1

Line	Option	Type	Option Description	Qty
362	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
363	0517009		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC	1
			Activation, Water Level G - pg) pump in gear	
364	0604028		Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable Remote Display	2
			Location - each side of the crew cab	
			Qty, - 02	
			Activation, Water Level G - pg) pump in gear	
365	0517012		Gauge, Foam Level, Pierce, PUC, PP and Mini in Cab	1
			Activation, Foam Level Gauge - pump in gear	
366	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
367	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
368	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
369	0757092		Control, Air Horn, Multi Select	1
370	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Nylon Rope	
371	0825456		Siren, Federal PA300-100, 100-Watt, w/Microphone	1
372	0790527		Location, Electronic Siren, Center Dash Switch Panel, Saber FR, Enf	1
			Location, Electronic Siren - switch panel # 7	
373	0076157		Control, Elec Siren, Horn Ring	1
374	0601330		Speaker, (1) Federal, ES100C w/ESFMT-EF Recess Mnt & S/S Grille	1
			Connection, Speaker - siren head	
375	0601551		Location, Speaker, Frt Bumper, Recessed, Right Side, Outside Frame, Outbrd(Pos 1)	1
376	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
377	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
378	0748305		Control, Mech Siren, Multi Select	1
379	0748274		Control Mech Siren, Rocker/Membrane Sw, RS	1
380	0732668		Control Mech Siren, Ft Sw LS, Linemaster 632-SC36	1
381	0736164		Sw, Siren Brake, Momentary, LS Overhead Sw Pnl	1
382	0736165		Sw, Siren Brake, Momentary, RS Overhead Sw Pnl	1
383	0734625		Control, Warning Lt Intensity, Wln, Photocell, Prk Brk	1
384	0835287	SP	Lightbar, Wln, Freedom IV, Rota-Bm, 72", RrWrRr_R_rRrWrR Lw Int	1
			Opticom Priority - b) High	
			Opticom Activation - Cab Switch & E-Master	
			Momentary Opticom Activation - No Activation	
385	0016380		No Additional Lights Req'd, Side Zone Upper	1
386	0888024		Lights, Front Zone, Wln M6** M6** M6** M6** LED, Q Bzl, 4lts Lw Int	1
			Color, Lens, LED's - Colored	
			Color, Lt DS Frnt Outside - Left Red	
			Color, Lt PS Frnt Outside - Right Red	
			Color, Lt DS Front Inside - Left Red	
			Color, Lt PS Front Inside - Right Red	
			Color, Q Bezel and Trim - Polished Chrome	
387	0063971		Daytime Running Lights, Headlights, AXT/Saber/Enforcer (Low Beam)	1
388	0835295	SP	Flasher, Headlight Alternating, With Existing Photocell	1
			Headlt flash deactivation - a)w/high beam	
389	0740512		Lights, Side Zone Lower, Wln M6**, M6**, M6**, 6lts, Lw Int	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lens, LED's - Colored	
			Location, Lights Mid Side - Rearward of Crew Cab Doors	
			Location, Lights Rear Side - Over Rear Wheels	
			Color, Trim - Chrome Trim	
			Color, Lt Side Front, DS - Red	
			Color, Lt Side Front, PS - Red	
			Color, Lt Side Mid DS - Red	
			Color, Lt Side Mid PS - Red	
			Color, Lt Side Rear PS - Red	
			Color, Lt Side Rear DS - Red	
390	0889433		Lights, Side, Wln M9** LED, Lw Int 1st	2
			Location, Lights - high and forward on each side body	
			Qty, - 02	

Line	Option	Type	Option Description	Qty
390			Color, Lights, Warning - Red Flashing	
			Color, Lens, LED's - Colored	
			Color, Trim - Chrome Trim	
391	0746425		Lights, Rear Zn Lwr, WIn M6**, For Tail Lt Housing, Lw Int	1
			Color, Lens, LED's - Match	
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
392	0834992	SP	Lights, Rear/Side Up Zone, WIn M9** Sides 2lts, M9** Rear 4lts, 6lts Lw Int	1
			Color, Lt, Side Rear Upper DS - Red	
			Color, Lt, Side Rear Upper PS - Red	
			Color, Lt, Rear Upper DS - Red	
			Color, Lt, Rear Upper PS - Red	
			Color, Lt, Rear Lower DS - Red	
			Color, Lt, Rear Lower PS - Red	
			Color, Lens, LEDs - Match	
			Color, Trim - Chrome Trim	
393	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
394	0590000		No Hose Bed Warn Lts Brkts Required, Lts On Hatch/Body Compts,PUC	1
395	0791457		Light, Traffic Directing, WIn TANF85, 45.12" Long LED	1
			Activation, Traffic Dir L - Not Connected	
396	0590662		Location, TDL, Over Hose Bed, Crosstube (Included), Recessed	1
			Material/Finish, Cross Tube - Painted Match Upper	
397	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
398	0772906		Light Twr, W-B Chf NS2.3-300 WHL, 2-P*H2 12VDC Lts Cld 7.5'	1
			Color, Tower, Wlb - White Paint	
			Scene Light Optics - Flood	
399	0664472		Location, Light Tower, Crew Cab Roof	1
400	0617750		Controller, Lt Twr, W-B, Wired Hndhld, E-STOP Chf, Chf Pr, Pow Pr	1
401	0782222		Location, Light Tower Controller, PUC Pump Panel Area, Recess Rear Wall	1
402	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	4
			Qty, - 04	
			Location 1 - Back wall of each EMS compartment and behind the driver and officer seats	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
403	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	8
			Qty, - 08	
			Location 1 - TBD	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall plate	
404	0519934		Not Required, Brand, Hydraulic Tool System	1
405	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
406	0000000	STF	Fort Atkinson WI Loose Equipment	1
			Qty, - 01	
407	0816508		NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept	1
408	0816941		Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024	1
409	0821565		Strainer, Provided by Fire Department, Pumper NFPA/ULC 2024 Classification	1
410	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
411	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
412	0816998		Axe, Flathead, Provided by Fire Department	1
413	0817000		Axe, Pickhead, Provided by Fire Department	1
414	0741569		Paint Process / Environmental Requirements, Appleton	1
415	0709567		Paint, Single Color, Enforcer	1
			Paint Color, Cab - #90 Red	
416	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
417	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
418	0693797		No Paint Required, Aluminum Front Wheels	1
419	0693792		No Paint Required, Aluminum Rear Wheels	1
420	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	

Line	Option	Type	Option Description	Qty
421	0007230		Compartment, Painted, Spatter Gray	1
422	0544095		Reflective Band, 10", Separate Cab/Body and Door Colors	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - n) ruby red	
423	0077356		Reflective, Cab Face, Below the S/S Trim Band	1
424	0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC	1
			Color, Rear Chevron DG - fluorescent yellow green	
425	0027341		Jog, In Reflective Stripe, Single or Multiple	1
			Qty, - 1	
426	0017359		Stripe, Black Outline, Vinyl on Reflective Band	3
			Qty, - 03	
427	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
428	0027372		Lettering Specifications, (GOLD STAR Process)	1
429	0686428		Lettering, Gold Leaf, 3.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
430	0685993		Lettering, Reflective, 10.00", Each	4
			Qty, Lettering - 04	
			Outline, Lettering - Outline	
431	0037227		Lettering, Reflective, Reverse Cut Into Reflective Band	8
			Location - reference #31039	
			Qty, Lettering - 08	
			Size, Lettering, Reflect - 08	
432	0020216		Lettering, Reverse Cut Into Reflective Band, Additional	4
			Location - reference #31039	
			Qty, Lettering - 04	
			Size, Lettering, Reflect - 04	
433	0022652		Emblem, Maltese Cross, Gold Leaf, 15"-17", Pair	1
			Qty, - 01	
			Location, Emblem - cab doors	
434	0666414		Emblem, Freedom Flag, Each	2
			Qty, - 02	
			Location, Emblem - upper cab #31039	
			Size, Flag - 12" - 14"	
435	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
436	0616942	SP	Rustproof/Corrosion Protection Process, Pumper	1
437	0583553		Undercoating, Cab & Body, Stock/Demo Style, Pumper, Ziebart	1
438	0073192		Undercoating, Fuel Tank, Complete Before Installation, Ziebart	1
439	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
440	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
441	0772065		Manual, Chassis Operation, (2) USB Flash Drives, Custom	1
442	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
443	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
444	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
445	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
446	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
447	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
448	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
449	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
450	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
451	0695416		Warranty, Pierce Camera System, WA0188	1
452	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
453	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
454	0685945		Warranty, Transmission Cooler, WA0216	1
455	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
456	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
457	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
458	0889364		Warranty, Pump, Pierce, PUC-NG, 7 Year Parts, 1 Year Labor, WA0390	1
459	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
460	0657846		Warranty, Foam System, Husky 12, WA0231	1

Line	Option	Type	Option Description	Qty
461	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
462	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
463	0819254		Certification, Vehicle Stability, CD0196	1
464	0808582		Certification, Engine Installation, Saber FR/Enf, Cummins X10, 2027	1
465	0686786		Certification, Power Steering, CD0098	1
466	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
467	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
468	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
469	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
470	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
471	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
472	0545073		Amp Draw Report, NFPA Current Edition	1
473	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
474	0799248		Appleton/Florida BTO	1
475	0000048		PUMPER/TANKER, 3rd Gen	1
476	0000012		PIERCE CHASSIS	1
477	0004713		ENGINE, OTHER	1
478	0046395		EVS 3000 Series TRANSMISSION	1
479	0520324		PIERCE PUMP, PUC	1
480	0020009		POLY TANK	1
481	0028048		FOAM SYSTEM	1
482	0020006		SIDE CONTROL	1
483	0020007		AKRON VALVES	1
484	0020014		FRONT SUCTION	1
485	0020015		ABS SYSTEM	1
486	0658751		PUMPER BASE	1



MEMORANDUM

DATE: October 21, 2025

TO: Fort Atkinson City Council

FROM: Minetta Lippert, Library Director

RE: Review and possible action related to approval of the Maintenance Plan and Agreement between the City of Fort Atkinson and Margaret Schroeder and Paul Smyth for the Dwight Foster Public Library Native Wildflower and Prairie Restoration Project (Lippert, Library Director)

BACKGROUND

Fort Atkinson community members Margaret Schroeder and Paul Smyth would like to donate time and resources to create a native Wisconsin wildflower garden next to the Dwight Foster Public Library.

The proposed 15' by 8' garden would be located behind the library off of Milwaukee Avenue East. This property is owned by the City of Fort Atkinson and currently hosts open green space next to a driveway leading to a garage used for storage. The proposed garden would be located in a similar place to where the Fort Atkinson Farmers Market's kids' garden was previously situated.

If the garden project is approved, Schroeder and Smyth would hire a company called Tallgrass Restoration from Milton to install the garden. Schroeder and Smyth would supplement the project with additional plants. Schroeder and Smyth would make weekly maintenance visits to monitor the garden site and do spot weeding. See the attached 2025-2027 maintenance plan for additional details about installation and maintenance.

DISCUSSION

The goals of the garden will be to encourage the establishment of native Wisconsin prairie plants, support pollinators, and grow flowers for community enjoyment and education.

In 2022 and each year since, the City of Fort Atkinson has taken the Mayor's Monarch Pledge, committing to action items to support monarch butterfly populations in the City of Fort Atkinson and beyond. The proposed native plant garden would assist these efforts by including a couple of varieties of milkweed as well as other nectar-producing plants to support monarchs and other pollinators.

FINANCIAL ANALYSIS

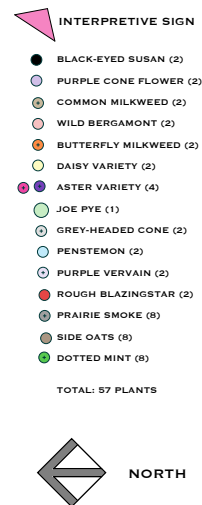
Library staff anticipate minimal financial impact to the City of Fort Atkinson for the project. Schroeder and Smyth intend to personally pay for installation and stewardship from Tallgrass Restoration. After installation, Schroeder and Smyth will volunteer their time for weekly maintenance visits. According to the proposed agreement, Schroeder and Smyth would be financially responsible for returning the area to grass if they are no longer willing or able to maintain and monitor the project. If the City determines that there is a higher and better use for the property, the City would be responsible for removing the garden.

RECOMMENDATION

At the October 13, 2025 Library Board meeting, the Library Board of Trustees voted to recommend that the Fort Atkinson City Council authorize the City Manager to execute the agreement between the City of Fort Atkinson and Schroeder/Smyth in order to begin the Dwight Foster Public Library Native Wisconsin Wildflower and Prairie Restoration Project. Library and City staff recommend the same.

ATTACHMENTS

1. Exhibit A Site Plan DFPL Garden
2. Exhibit B Dwight Foster Library Install Proposal- updated
3. Tallgrass Restoration LLC Information
4. Maintenance Plan and Agreement 10.2025- signed by donors



PERENNIAL GARDEN FOR:
DWIGHT FOSTER LIBRARY
CITY OF FORT ATKINSON
FORT ATKINSON, WI

NOTES:

[illegible]

DRAWING:
SITE PLAN
SHEET NO:
A-O.1

Tallgrass Restoration, LLC
Cameron Cass
3221 E. County Road N
Milton WI 53563-9633

Phone: 608-531-1768
Fax: 608-531-2227

CCass@tallgrassrestoration.com

Proposal

Date	8/26/2025
Proposal #	19271

Our Milton address has changed to: 3221 E County Road N

Schroeder Margaret
501 Sherman Ave. East
Fort Atkinson, WI 53538

920-342-2217
margaret8schroeder@charter.net

Prairie Install '26

Description	Qty	U/M	Rate	Total
Herbicide Application- Tallgrass will conduct two prep visits (one in fall '25 and the other in spring '26) for a spring planting.	2	Each	126.00	252.00T
Mulching- Tallgrass will Mulch the area following the first treatment to create a cleaner look and suppress aggressive weedy regrowth.	1	Each	102.00	102.00T
Native Planting- Tallgrass will acquire and install 32 native 2.5" plugs of varying species and install supplemental with what the client provides as well.	1	Each	340.00	340.00T
Stewardship- Tallgrass will conduct up to two stewardship visits to maintain health of the new planting and manage invasive presence. Activities can include spot treatment, spot mowing, hand pulling, and general site assessment.	2	Visit	155.00	310.00T
Pesticide labels are available upon request at no additional charge.				
Sales Tax - 5.5%			5.50%	55.22

Total

\$1,059.22

Sales/Project Manager, Tallgrass Restoration, LLC

Date _____

Acceptance of Proposal: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. All deletions have been noted. I am familiar with and agree to the terms and conditions attached. To accept this proposal, please sign on the line below and return the signed original to Tallgrass Restoration, LLC.

Client Representative

Date _____

This proposal includes term and conditions attached and constitutes a binding contract agreement upon acceptance. Tallgrass Restoration, LLC is fully covered by insurance. Our employment practices are fully compliant with applicable State and Federal laws and regulations. TGR's warranty is conditioned upon timely payment of invoices, normal plant care by the client, and contracted and performed stewardship/maintenance activities for consecutive growing seasons following the installation of the plant material. All materials are at wholesale prices and include shipping and handling fees.

Company Profile

Tallgrass Restoration, LLC has served Illinois, Indiana, and southern Wisconsin for over twelve years. Our environmental scientists and licensed professionals have the experience, qualifications and passion to restore your property to an unmatched state of beauty and ecological health.

Our cost-effective projects begin with a free on-site consultation and continue with ongoing annual stewardship. We are committed to creating a secure relationship with our clients that allows for the establishment of sustainable landscapes that enrich and benefit the heritage of plants, animals and people.

Tallgrass Restoration specializes in:

- Prairie, Savanna, Woodland & Wetland Restoration
- Invasive Brush Clearing
- Prescribed Burning
- Natural Areas Consulting and Design
- Erosion Control
- Shoreline Restoration and Stabilization
- Drill Seeding and Native Plant Installation
- Custom Herbicide Applications
- Stewardship and Maintenance
- Grant Coordination
- Plant Community Inventories & Mapping
- Native Seed Collection

Illinois Office

2221 Hammond Dr.
Schaumburg, IL 60173
P: (847) 925-9830
F: (847) 925-9840

Wisconsin Office

3219 E. County Rd N.
Milton, WI 53563
P: (608) 531-1768
F: (608) 531-2227

info@tallgrassrestoration.com

www.tallgrassrestoration.com



We restore the health, integrity and beauty
of our clients' land and water resources



Shoreline Restoration

Erosion, whether sudden or gradual, can be a distressing and dangerous problem. Rip-rap stone or turf grass might seem like solutions, but water will undercut and erode these unstable barriers. Stone and lawn grasses also cannot prevent chemical run-off from polluting the water and may contribute to unsightly algal blooms.

We restore the integrity and beauty of your shoreline by establishing a stable, diverse community of native plants whose deep, fibrous root systems can resist

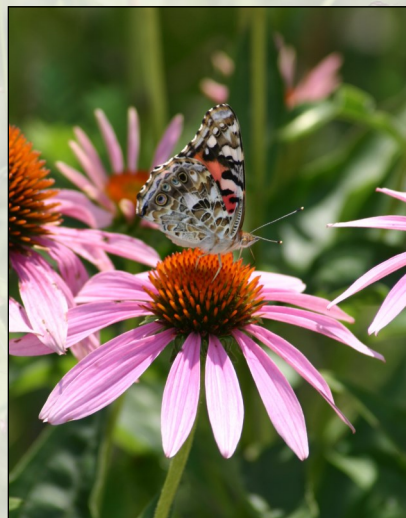
erosion and absorb chemical run-off. Our stewardship program will nurture the young native plants through the first few critical growing seasons. Once the plants are established your site will have a long-term, living solution at a project cost less than most traditional erosion control applications.



Birds & Butterflies

Rain gardens, native plant beds, prairies and savannas provide for a beautiful, hardy and drought tolerant landscape. Whether your concerns are to reduce site maintenance and storm water runoff or to simply attract more birds and butterflies, the use of native plants makes for a wise investment.

We can recommend a balanced and appropriate selection of native plants for use in your landscape. Whether you install live plants or simply start from seed, we work with you to choose the ideal species for your soil, shade, hydrology and personal requirements. Utilizing our ongoing stewardship program after initial installation will ensure a garden you can be proud of.



Stewardship



Invasive species are a constant threat to the health and diversity of your land. These non-natives grow quickly, spread profusely, and re-sprout easily. Controlling these species is one of our specialties.

We begin clearing the invasive species through a program specifically tailored to your site. Our licensed professionals use a combination of controlled fire, selective

herbicide application, chainsawing, ecological mowing, and native planting and seeding in the rehabilitation of your land. Our ongoing monitoring and stewardship is essential to the successful establishment of the native plant community and is the key to fending off aggressive weed species.



Nature's Renewal

Most ecosystems native to the Midwest depend upon periodic fire to rejuvenate growth and ensure long-term survival. Modern tendencies to suppress fire have allowed weeds to out-compete our native grasses and forbs, which has reduced plant and animal diversity in the process.

Fire is one of the ideal management tools for stimulating native plant growth and controlling undesirable species. For over a decade our trained ecologists have

been using prescribed fire to repair the landscape. After inspecting the site and acquiring any necessary permits we prepare and implement a detailed, site specific burn plan. We safely burn on any scale, from backyards to natural areas hundreds of acres in size.





Above:
After installation

Below:
June one year
after installation





Above:
July two years
after installation

Below:
December three
years after
installation



Tallgrass Restoration, LLC Terms and Conditions

Terms of Agreement. These Terms and Conditions apply to the attached proposal and any subsequent proposals or changes to existing contracts between Tallgrass Restoration, LLC (TGR) and the Client.

This proposal is valid for a period of 45 days from the date of submission. The scope of work is identified in the proposal. If Client acceptance and authorization is not received within 45 days, TGR reserves the right to withdraw the proposal or in TGR's sole option, adjust equitably and limited to the costs, schedule for completion, and overall scope of work to account for the delay. TGR also reserves the right to equitably adjust the contract if the Client alters the scope of work presently included in the proposal.

Payment. FEES: Unless otherwise stated on the proposal, fees are on a lump sum basis for services rendered. Invoices will not exceed the proposal amount unless the Client has authorized a change order for additional services or expenses.

CHANGE ORDERS: Change orders will be executed in writing. If a proposal states that professional services will be rendered on a time and materials basis, a rate schedule will be indicated within the proposal. Services billed on a time-and-materials basis will also include costs of travel time to/from project sites and, for consulting projects, time spent on report preparation by professional, technical or clerical staff. If it becomes reasonably apparent that the proposed estimate is not sufficient to complete the project in a satisfactory manner, TGR shall notify the Client prior to exceeding the prescribed total cost estimate for the project.

SALES TAX: Sales tax will be added if required by local jurisdiction. Clients claiming tax exempt status must submit a copy of their official tax exempt status form including their tax exempt number in order to waive the sales tax.

INVOICING: At TGR's election, invoices may be issued after the work described in this agreement is complete or progress billings may be issued upon completion of the various stages of this project. Payment is due Net 30 days from date of invoice. A 1.5% per month service charge is added to all accounts more than 45 days past due. Client shall reimburse TGR for all costs and expenses, including court costs and reasonable attorneys' fees, incurred by TGR in collecting delinquent fees for services performed as part of this agreement.

MATERIALS & MATERIAL DEPOSIT: All materials offered by TGR are at wholesale prices and include shipping and handling fees. Prior to work beginning, Client shall remit to Tallgrass Restoration, LLC 50% of the contract total as a deposit on materials and/or supplies necessary to complete contracted work. The required deposit is due upon execution of the agreement and must be remitted prior to the commencement of work.

Right of Entry. The Client will furnish commercially reasonable right-of-access on the land and water for TGR staff to perform necessary fieldwork and investigations. Delays on occurrence of weather will result in an adjustment to the project schedule.

Client Responsibilities. Unless otherwise specified, the Client is responsible for providing water to newly installed plants and seed at reasonable intervals for a period of 45 days following installation. Where necessary, the Client must locate and flag buried private utilities and property including but not limited to irrigation systems, underground storage tanks, private cables and other hidden obstacles/hazards in the work area. Any additional work due to buried obstructions, large rocks, or other unforeseen objects or conditions will be discussed with the Client and billed at Time and Material rates. TGR shall not be responsible for damages to any underground private property unless the underground property has been located and flagged by the Client in advance. The Client shall indemnify and hold TGR harmless from any and all damages or claims arising from the Client's failure to locate and flag underground private utilities and property.

Where applicable and necessary, the Client shall at no charge to TGR make adequate storage areas available on site for all equipment, materials and plant materials required to complete the project.

Where applicable and necessary, the Client must provide a reasonably adequate and accessible water supply on site for watering needs of this project. If this supply is not available or dependable, it will result in an added charge and/or loss of any plant material guarantee.

Insurance. TGR is currently licensed by the States of Illinois, Indiana and Wisconsin for application of herbicides for commercial purposes. This certification/permit requires the existence of insurance for liability coverage. TGR exceeds this coverage to provide additional general liability and professional services liability at a minimum of \$1,000,000.00. TGR also carries an umbrella insurance policy of an additional minimum of \$2,000,000.00. Employees of TGR are fully covered by Workers Compensation Insurance. TGR automobiles are fully covered by Automobile Insurance. Certificates of Insurance are available upon request. Client assess that these insurance amounts are adequate.

Limitation of Liability. The Client acknowledges and understands the potential risks associated with the project, and agrees to limit the liability of TGR to what the Client agrees is commercially reasonable. The Client therefore agrees to limit TGR's liability to the Client and to all contractors and subcontractors on the project, due to any claim of any nature whatsoever arising out of or relating to the performance of any services under this agreement, to damages or injuries resulting solely from TGR's negligence. The Client further agrees that TGR's total aggregate liability shall be limited to the insurance proceeds paid on behalf of or to TGR by TGR's insurers.

Notwithstanding, TGR's insurance and the limitation of liability client agrees to waive its subrogation rights to the extent any loss is covered by its property or liability insurance.

Warranty. The following warranties are applicable only if client accepts TGR's stewardship services as specified in this proposal. For planting projects, all soil amenities, initial watering, select pruning, labor and materials are included in the price proposed. All material shall be as specified in the contract and TGR agrees to use top quality live plant, seed and erosion control materials. All work is to be completed in a workmanlike manner according to standard practices.

PLANT PERFORMANCE CRITERIA: Our intent is that 75% of installed plants (plug, shrub or tree) shall be alive within one year of the date of our installation. We will replace plants one time at no charge if they die due to improper planting or inferior stock. We will not replace plants that are damaged or killed by insects, mechanical equipment, neglect, under-watering, over-watering, weather, natural disasters, disease, animals, the proliferation of invasive weeds or the impact of work by unrelated contractors. Such damage is specifically excluded from any warranty offered by us. Our warranty is conditioned upon Client's timely payment of all invoices, normal plant care by the client, and contracted and performed stewardship/maintenance activities for consecutive growing seasons following the installation of plant material. We do not guarantee plants planted in pots or planter boxes. Ornamental flowers, turf grass seeds, and bulbs are not guaranteed.

SEED PERFORMANCE CRITERIA: When establishing native plants from seed, TGR will reseed once without charge areas devoid of new germination within the first year of initial installation.

By the end of the first full growing season the cover crop shall be well established and there shall be no less than 90% vegetative cover and there shall be no noticeable areas devoid of vegetation. By the end of the second full growing season the cover crop shall not exceed 50% of the total vegetative cover. 25% of the planted native species shall be visible and actively growing. By the end of the third full growing season the cover crop shall not be a dominant species throughout the seeded area and 50% of the planted native species shall be visible and actively growing.

TGR's warranty is conditioned upon Client's timely payment of all invoices, normal plant care by the client, and contracted and performed stewardship/maintenance activities for consecutive growing seasons following the installation of plant material.

DISCLAIMER OF ALL OTHER WARRANTIES: THIS AGREEMENT IS NOT SUBJECT TO THE UNIFORM COMMERCIAL CODE. HOWEVER, TO THE EXTENT IT IS DETERMINED TO BE SUBJECT TO THE UNIFORM COMMERCIAL CODE, THEN WITH THE EXCEPTION OF THE FOREGOING LIMITED WARRANTIES TGR MAKES NO OTHER WARRANTIES, EXPRESS OF IMPLIED. IN NO EVENT WILL TGR BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER.

Services not included. Other than initial watering at the time of installation, TGR is not responsible for watering and maintaining unless otherwise stated in writing. Any work specified as time and material will be charged as an extra to this agreement and will increase the total contract price.

Proprietary Information. Technical reports, letters, maps, tables, native seed lists, proposals, and other written or graphic products produced by TGR and the information contained therein remain the property of TGR and are not to be reproduced without the expressed prior written consent of TGR management.

Termination. TGR may terminate this agreement on three (3) days prior written notice if the Client (i) fails to timely pay invoice(s) as billed, (ii) (or agents of the Client) interfere with or do not allow TGR to perform the agreed upon scope of services, (iii) or otherwise breaches a term of this agreement. In the event of termination by TGR, the Client will become liable to pay TGR for all of the services and expenses incurred by TGR prior to the date of withdrawal, including legal fees and incurred damages of TGR.

Lien Notice. If the Client is the owner of real property that may be enhanced by the work to be performed pursuant to this agreement, then TGR hereby notifies the Client as follows: As required by Illinois, Indiana, and Wisconsin lien laws, TGR hereby notifies owner/Client that persons or companies furnishing labor or materials for improvement on the owner/Client's land may have lien rights if not paid.

Interpretation and Enforcement. This agreement sets forth the entire agreement. There have been no additional oral or written representations. This agreement shall not be modified except by written agreement signed by both the Client and TGR. This agreement shall be binding upon the Client and TGR, their heirs, successors, and assignees. Other than the representations made in the agreement client has not relied on any representations, oral or written, made by TGR. The state courts of Cook County, Illinois and Rock County, Wisconsin shall be the venues for the resolution of any dispute arising under this agreement.

**Maintenance Plan and Agreement between the City of Fort Atkinson and
Margaret Schroeder and Paul Smyth**

Dwight Foster Public Library Native Wisconsin Wildflower
and Prairie Restoration Project
106 Milwaukee Avenue East, Fort Atkinson, Wisconsin 53538

This Agreement is between the City of Fort Atkinson ("City") and Margaret Schroeder and Paul Smyth, together ("Schroeder/Smyth") and effective this _____ day of October 2025 through the term of the Agreement as outlined below.

WHEREAS, Schroeder/Smyth wish to donate resources to the City and the Dwight Foster Public Library ("Library") to develop and maintain a Native Wisconsin Wildflower and Prairie Restoration Project ("Project"); and

WHEREAS, the Project is located at 106 Milwaukee Avenue East, parcel number 226-0514-0323-059, which is owned by the City and consists of land used by the Library for driveway access, enclosed storage, programming, and open green space; and

WHEREAS, the Library Board of Directors reviewed the proposal at the meeting on October 13, 2025, and recommended the Fort Atkinson City Council authorize the City Manager to execute the Agreement on behalf of the City; and

WHEREAS, Schroeder/Smyth have outlined their financial and maintenance commitments described below and as included on Exhibit A (Site Plan) and Exhibit B (Tallgrass Proposal) attached hereto. The following shall be the schedule of Project events:

- I. Fall 2025: Schroeder/Smyth will pay for Tallgrass to apply an environmentally safe herbicide application to designated area.
- II. Fall 2025: Schroeder/Smyth will pay for Tallgrass to mulch said area to suppress aggressive weeds and to create a cleaner look. Schroeder/Smyth will place five-inch-high wooden border fencing around area to enhance curb appeal.
- III. Early Spring 2026: Schroeder/Smyth will pay for Tallgrass to make second application of environmentally safe herbicide.
- IV. May 2026: Schroeder/Smyth will plant and/or Schroeder/Smyth will pay for Tallgrass to plant native plantings consisting of a total of 57 plants (32 from Tallgrass and 25 from Schroeder/Smyth's Native Garden as shown in Exhibit A).

- V. Summer and Fall 2026: Schroeder/Smyth will pay for Tallgrass to make two “Stewardship” visits to the Project consisting of managing invasive species, spot treatments, hand pulling, and general site assessment.
- VI. Late Spring and early Fall 2027: Schroeder/Smyth will pay for two more “Stewardship” visits by Tallgrass consisting of managing invasive species, spot treatments, hand pulling weeds, and general site assessment.
- VII. Subsequent to Step VI., Schroeder/Smyth will make weekly maintenance visits to monitor Project site; do spot weeding; maintain any fence, interpretive sign, or other accessory items; and collaborate with the Library and the City as requested.

TERM: The term of this Agreement shall begin upon execution of this Agreement by the City and Schroeder/Smyth and shall last until such time that either party provides 60 days of notice as described below, but shall not expire before initial Project completion on December 31, 2027.

If Schroeder/Smyth are no longer willing or able to maintain and monitor the Project as described in Section VII above, Schroeder/Smyth shall give the City 60 days of notice in writing of that intention. If no other party is available or able to take on the responsibility of Section VII of this Agreement, the Agreement will terminate. In such event, Schroeder/Smyth, or their designee, must remove the Project and return the area to grass within 30 days after the acceptance of the 60-day notice, or as soon thereafter at weather allows.

If the City, through action by the Plan Commission, City Council, or Library Board, determines that there is a higher and better use for the property, the City shall provide 60 days of notice in writing of that determination, and the City would be responsible for removing the garden.

TERMINATION BY DEFAULT: If Schroeder/Smyth do not complete the Project events or are not able to complete required maintenance but do not provide 60 days of notice in writing, the City shall make effort to confirm Schroeder/Smyth’s intention. If the City determines that the response is insufficient, the City may remove the Project and return the area to grass and may invoice Schroeder/Smyth for documented costs associated with Project removal.

In witness thereof, the duly authorized representative of the parties hereto have executed this Agreement on this _____ day of October, 2025.

City of Fort Atkinson

Schroeder/Smyth

Rebecca Houseman, City Manager

Margaret Schroeder

Date of City Council Action

Paul Smyth



MEMORANDUM

DATE: October 21, 2025

TO: Fort Atkinson City Council

FROM: Ben Dayton, Director of Parks and Recreation

RE: Review and possible action relating to the reconfiguration of the City Manager's office area and remodel of the Recreation Office at the Municipal Building (Dayton, Parks and Recreation Director)

BACKGROUND

This proposal represents the final phase of the 2025 Capital Improvement Plan (CIP) project related to the reconfiguration of the City Manager's Office Suite and the remodel of the Recreation Office at the Municipal Building. These two office areas are the last remaining workspaces in the building that still have the original built-in desks from the 1995 renovation. The proposed improvements are based on recommendations from the City of Fort Atkinson Municipal Facility Assessment, completed in August 2022. Reception counters in both offices are not ADA-compliant, and the layout of the City Manager's office area lacks privacy for the Municipal Court Clerk, whose transaction window opens directly into the public lobby.

The City Council previously approved the purchase of office furniture at the June 17, 2025 council meeting.

DISCUSSION

The scope of this final phase includes the removal of built-in desks and cabinetry, reconfiguration of two doors, installation of a secure transaction window, drywall installation and repair, and painting. An important component of the project is the construction of an eight foot by five foot vestibule within the City Manager's Office area to enclose the Court Clerk's transaction area. This vestibule will include a secure, ADA-compliant transaction window, significantly improving privacy and accessibility for the public. In the Recreation Office, the project involves removing the built-in desks and installing tile in the reception area. The scope of this work is relatively minimal and will be completed by skilled Parks maintenance staff.

Seven contractors were contacted to submit proposals for the project. Of those, only two submitted bids. Mueller and Sons submitted a comprehensive proposal covering the full scope of work and included a \$2,500 credit for the transaction window. Double D Home Services' proposal involved removing the built-in office furniture, framing, and installing the doors and transaction window. The cost for the transaction window was not included in their bid. Cloute

Inc. was contacted to complete the drywall and painting services. In their proposal, the expense for paint was not included and would need to be provided by the City.

FINANCIAL ANALYSIS

The 2025 CIP included \$28,000 for this project. To date, \$900 has been spent on reconfiguring the Parks and Recreation Office door, \$2,210.92 on carpet tile to be installed in the City Manager's Office, and \$17,738.86 on office furniture for both offices, totaling \$20,849.78.

Double D HomeServices: \$10,030.00

Cloute Inc: \$5,983.49

Total: \$16,013.49

Not included in these proposals is the cost of a transaction window and paint. Both would need to be supplied by the City.

Mueller and Son's: \$15,000.00

Included in this quote is a \$2,500.00 credit for the transaction window and the cost of paint.

The final projected cost for this project is \$35,849.78. This results in a projected overage of \$7,849.78. To address this, staff propose utilizing unspent funds from other CIP projects that came in under budget, and Fund 16 account fund balance as needed. This project will be scheduled for late fall 2025, with work coordinated to minimize disruption to public services.

Any additional expenses that need to be covered will come from the Municipal Building Maintenance fund.

RECOMMENDATION

Staff recommends that the City Council authorize staff to accept the proposal from Mueller and Son's at a cost not to exceed \$15,000.00 to complete the remodeling of the City Manager's office area and the Recreation office area.

ATTACHMENTS

1. CM Office CIP 2025- Cloute Proposal 100364 -Paint and Drywall
2. CM Office CIP 25-Double D- Estimate 10173- Reconfigure Office
3. CM Office CIP 25- Mueller and Sons Estimate- Reconfigure Office
4. Rec and CM Office Reconfigure- CIP 25 Furniture Memo 6.17.25

PAINTING PROPOSAL

CLIENT City Fort - Municipal Offices/City Manager's Area Remodel

STREET 101 N Main St

CITY Fort Atkinson

ZIP 53538

PHONE 920-397-9910

EMAIL bdayton@fortatkinsonwi.gov



CLOUTE INC. OFFERS:

- 3 Year Limited Warranty
- \$2,000,000 Liability Insurance
- Full Worker's Comp Coverage

Job ID: 100364

COLORS

Name	Color	Notes
Accent Wall	TBD	
BaseBoard Color	TBD	
Door Color1	TBD	
Door Trim Color 1	TBD	
Wall Color 1	TBD	

SCOPE

Cloute to prep and paint the interior of the home as detailed below. Assumes color schedule detailed below. Any changes to the color schedule can by an additional cost.

Extra coats of paint above what is scoped in this proposal will be billed at a time & materials rate. Due to rising inflation costs, the pricing for this project is good for 90 days

INTERIOR PAINTING

Main Level - 2 walls in 1 office/1 wall in the entry/all walls in 1 office

	Item	Product	Sheen	Color	Primer	Notes
1	Walls 2 Coats of Paint, Standard Prep, Excludes Closet	Int. Paint [Standard]	Satin	Wall Color 1		Prime and paint the new walls/walls we are repairing two coats one color with one accent wall in the main office, paint existing walls we are not remodeling 1 coat in the main office area. Prime/paint two coats the drywall we are patching on 2 walls in the city managers office. Prime/paint two coats the patches on 1 wall in the main entry area. You supply the paint we supply the primer.
2	Baseboards/Chair Rail 2 Coats of Paint, Excludes Closet, Standard Prep	Int. Paint [Standard]	Satin	BaseBoard Color		Prep and paint the chair rail/baseboards two coats in the same areas as mentioned above. This assumes any new baseboards/chair rail will be primed. You will supply the paint.
3	Doors Standard Prep, 2 Coats of Paint, Interior Faces Only	Int. Paint [Standard]	Satin	Door Color1		Prep and paint both sides of 3 doors two coats. You supply the paint.
4	Door Trims Standard Prep, 2 Coats of Paint	Int. Paint [Standard]	Satin	Door Trim Color 1		Prep and paint both sides of 3 door frames/trim two coats. You supply the paint.
5	Window Trims Standard Prep, 2 Coats of Paint	Int. Paint [Standard]	Satin	Door Trim Color 1		Prep/paint two coats both sides of the new transaction window/trim. You supply the paint.
6	Hang/tape/finish the drywall in the new vestibule area/where the doors are being moved. Repair drywall where the cabinets are being removed and the wall in the main office area.	Int. Paint [Standard]	Satin	Wall Color 1		Hang/tape/finish the drywall in the new vestibule area/where the doors are being moved. Repair drywall where the cabinets are being removed and the wall in the main office
	TOTAL: \$5,983					

	Item	Product	Sheen	Color	Primer	Notes
						area.
7	10% off labor discount					
	TOTAL: \$5,983					

TERMS / DEFINITIONS

EXCLUSIONS

Any item not specified above is excluded from the scope of work. Any additional items are to be estimated or billed as T&M.

T&M (TIME AND MATERIALS)

The price of these line items are initially \$0 on the estimate because no diagnosis or work has been done. After the work has been done, this price will reflect the time and materials that were needed to complete the job - all chargeable to the client. We will give the best estimation that we can before starting the work, however, the actual labor and materials might slightly differ from the initial estimate. We will keep you updated with any changes or realizations as soon as we can.

STANDARD PREP

- WALLS & CEILINGS:
- WALLS: Light pole sanding surfaces
 - Cleaning of surfaces (wiping off excessive dust), to create optimal adhesion
 - Filling and sanding of any minor knicks, gouges, cracks, or other noticeable imperfections that are smaller than a quarter and bigger than pin head. (example: nail holes, minor scratches from hands/paws)
 - Spot-priming of drywall patches
 - Taping off and covering items when necessary
- TRIMWORK:
- Filling/sanding minor imperfections with woodfiller, or wood putty to improve asthetic visibility. The texture of the current substrate will not vary much
 - Caulking open cracks where work is being done, with the excpetion of when staining and/or varnishing. These cracks will most-likely not be flush with the substrate. The purpose is to fill gaps.
 - Spot-priming any bare wood areas
 - Taping off and covering items when necessary

PRICING

25% DEPOSIT DUE UPON BOOKING. ALL LABOR AND MATERIALS ON BASE BID, EXCLUDING OPTIONS: \$5,983.49

Estimator: Tim LeggeEmail: tim.legge@clouteinc.comPhone: 608.385.3802Date: 8/29/25

WISCONSIN MECHANICS LIEN NOTIFICATION:

1. Right to File a Lien:

- Contractors, subcontractors, or suppliers who provide labor or materials for property improvements can file a lien against the property if they are not paid for their contributions.

2. Consumer’s Rights:

- Direct Payment:
- Property owners have the right to pay subcontractors or suppliers directly to ensure they are compensated.
- Any payments made directly to suppliers or subcontractors can be deducted from the total contract price with the primary contractor.
- Withholding Payment:
- Owners may withhold the amounts owed to subcontractors or suppliers from the contractor until:
- The subcontractors or suppliers are paid, or
- The contractor provides lien waivers signed by all parties who supplied labor or materials for the project.



Job ID: 100364

Date: 8/29/25

THIS CONTRACT FOR PAINTING SERVICES is made by and between the Customer And Contractor named below.

1. Definitions. As used in this agreement, the following terms have the following meaning: "Contractor" means Cloute LLC. "Customer", "You" or "Your" all mean the owner of the property or the person who signs this contract. "Proposal" means the proposal submitted to the Customer by the Contractor which describes the painting work the Contractor agrees to perform and the estimated cost to the Customer for performing the work specified in the Proposal. "Painting Services", "Services" or "Work" all mean the work described in the Proposal which the Contractor has agreed to perform for the Customer.

2. Services Provided By The Contractor. The Contractor hereby agrees to furnish the labor, materials and supplies necessary to perform the Painting Services described in the Proposal in accordance with the terms and conditions contained in this Contract and the Customer agrees to pay the Contractor the Contract Price for the Painting Services in accordance with the Payment Schedule set forth in Section 8. of this Contract. The Customer authorizes the Contractor to use photographs taken at the jobsite for promotion.

3. Changes In The Services. Any changes to the Services described in the Proposal must be in writing and signed by both the Customer and the Contractor. You understand and agree that if You request any changes to the Services, You may incur additional charges and that the completion of the work may be delayed beyond the anticipated completion date.

4. Client Responsibilities: If your home is to be pressure washed there must be an accessible water spigot turned on with a minimum 2 days notice given. Failure to have the water turned on and accessible will result in a rescheduling fee of \$75. We also require a working outlet be accessible, if no exterior outlet is functional we require an extension cord to be run out from the garage or interior of home. If doors are included in the proposal we will require them to be opened at the time of painting. If doors cannot be opened contractor will leave the paint and a reschedule is available for \$75.

5. Insurance. The Contractor will have in force general liability insurance with policy limits of not less than \$2MM. The Contractor will also cause each painter performing Services to be insured under workers' compensation policy as required by applicable law.

6. Warranty. All Painting Services performed by the Contractor under this Contract will be covered by a 3 year limited warranty.

7. Matters Beyond The Contractor's Control. You and the Contractor agree that if the Contractor is unable to complete the Work by the Completion Date because of reasons that were not caused by the Contractor or because of events beyond the Contractor's control (such as fire, floods, acts of God, vandalism, etc.), the Contractor will not be deemed to have breached this Contract and the time for the Contractor to complete the Work will be extended by such additional time as may be reasonably necessary for the Contractor to complete the Work.

Time For Performance. The Contractor will complete the Services in accordance with the following schedule. You understand and agree that all dates are subject to change if you request any changes or additions to the Work. Completion date is subject to weather conditions.

Start Date: TBD
Completion Date: TBD

Payment Schedule. The Customer agrees to pay the Contractor the Total Payment specified below for the Services in accordance with the following schedule:

	Pct of Total	Amount	Terms
Deposit	0%	\$0.00	Due upon execution of this Contract
Final	100%	\$5,983.49	Due upon completion of the Work

The Total price of the Contract is: \$5,983.49

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER WISCONSIN LAW YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE TO THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE. INVOICE PAYMENTS NOT RECEIVED WITHIN 15 DAYS WILL BE SUBJECT TO A 5% LATE FEE.

CUSTOMER SIGN ON: BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CUSTOMER IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. THIS CONTRACT DOES NOT INCLUDE ANY VERBAL OR UNWRITTEN AGREEMENTS MADE. ANY ANCILLARY EXPECTATIONS SHOULD BE PUT IN WRITING BEFORE SIGNING.

Customer Signature: _____

City Fort - Municipal Offices/City Manager's Area Remodel
101 N Main St
Fort Atkinson, WI 53538
bdayton@fortatkinsonwi.gov
920-397-9910

Cloute Inc. Signature: _____

Eli Cloute

Eli Cloute- Owner
1007 Madison Ave.
Fort Atkinson, WI 53538
920.563.4101
Info@clouteinc.com

Double D Home Services

W6425 us highway 12
Fort atkinson, Wisconsin, 53538
License Number: 623-dcfr
+19207237748



Estimate for City of Fort Atkinson's Lead

Date
Sep 11, 2025

Bill To

City of Fort Atkinson
bdayton@fortatkinsonwi.gov

Estimate

ES-10173

#		Total
1	Uncategorized	\$10,030.00
1.1	Demolition Includes removal of four windows Removal of all built-ins And walls based off of Plans Removal of 4 windows Removal of front counter Type: Service	\$2,880.00
1.2	Disposal Type: Service	\$350.00
1.3	Frame and install new doors and pay window Includes: -Removal of existing door and reinstall in new location -installation of new door -installation of pay window -framing of two new walls -framing in current windows and pass through counter -framing old door location Price reflects labor and building materials Materials not included in estimate are the new door and the transaction window them to be purchased by the city of Fort Atkinson. Type: Labor	\$6,800.00

Subtotal	\$10,030.00
Tax	\$0.00
Total	\$10,030.00
Amount Paid	\$0.00
Balance Due	\$10,030.00

Payments

\$3,009.00

Upcoming

Deposit

\$7,021.00

Upcoming

Upon completion



Pay Now

Signature

Click here to sign

Double D Home Services

Company Signature

Client Signature



Bid:

Customer:

City of Fort Atkinson

ATT: Ben Dayton

920-397-9910

Date: 10-1-25

Scope of work as described in Ben's packet.

Demo and removal all desks and built in furniture.

Bid to include dumpster and street permit.

****City staff responsible of all computer(s) and tech to be removed before start****

Bid to include install of a approx, 8'x5' Vestibule entryway,

Bid to re use both doors and relocated them to new locations.

Bid to a budget of \$2500.00 for a Transaction window from Covenant Security Equipment.

****City to pick the window they want to use****

Bid to include all drywall install and repairs, paint, drop ceiling, and trim to match.

****City to supply paint and or color, and the type and brand of drop ceiling tiles****

Bid **NOT** to include and electrical work.

Bid **NOT** to include any flooring.

Bid for materials and labor.

Demo: \$2,500.00

New work: \$12,500.00

Job total: \$15,000.00

Bid valid for 30 days

Signed contract due to save a spot on the schedule, down payment due when materials need to be ordered.

We not responsible to lawn/driveway damages from dumpsters, delivery, and other such vehicles.

If there is not electricity at the site and \$200.00 Fee will be added to last payment.

Any change order is minimum \$500.00 unless previously worked out.

Half the total due before start of job, other half due upon completion of work.

Unless previously worked out.

Any invoice not paid at completion will have a 15% late charge after 7 days.

Signing this contract you are agreeing to the terms listed above.

Please mail check and contract to

Mueller & Sons Construction

N537 Old Hwy 26

Ft. Atkinson WI 53538

Signature: _____

Date: _____



MEMORANDUM

DATE: June 17, 2025

TO: Fort Atkinson City Council

FROM: Ben Dayton, Director of Parks and Recreation

RE: Review and possible action relating to the purchase of office furniture included in the 2025 CIP Project to reconfigure the City Manager's office area and remodel the Recreation Office at the Municipal Building (Dayton, Parks and Recreation Director)

BACKGROUND

Reconfiguring the City Manager's office area and remodeling the Recreation Office at the Municipal Building are included in the 2025 Capital Improvements Projects budget, which the City Council approved in November 2024. The total estimated cost of the entire project is \$28,000, and the source of funds was the 2024-2025 borrowing.

The latest renovation of the Municipal Building took place in 1995. Interior renovations modified rooms and incorporated finishes that reflected the era at the time. Office spaces in both the City Manager's office area and the Park and Recreation offices still have the built-in desks and cabinets from this renovation. Staff desk areas still feature large cutouts that were needed for tube monitors and desktop computers. Built-in computer spaces are no longer necessary, and such spaces have limited staff use of the space. In addition to workspace limitations, both offices lack ADA-compliant countertop space in the reception areas.

Both office updates are also outlined on pages 14 and 22 of the City of Fort Atkinson Municipal Facility Assessment, submitted in August 2022. Included in the summary, both spaces were described as having awkward office circulation, outdated finishes, oversized built-in workstations, and limited workplace flexibility.

DISCUSSION

The entire scope of this project will include the following elements:

- removal of all built-in desks and cabinets, as well as the necessary repair work
- installation of new, movable office furniture
- removal and replacement of the carpet in the City Manager's office area
- repairing the ceramic tile in the Parks and Recreation office
- reconfiguration of entryways to support operational needs of staff as well as provide

optimal customer service.

This phase of the project focuses specifically on office furniture. Staff worked with two vendors, which included several in-person meetings and provided feedback to come up with the final concept. The Parks and Recreation Director received proposals for the office furniture from Building Service Inc. (BSI) and Emmons Business Interiors (EBI). EBI's proposal is \$26,697.73, and BSI's proposal is \$17,738.86.

Shipping and installation are included in the pricing. The desks come with a 12-year warranty, and all chairs come with a lifetime warranty.

FINANCIAL ANALYSIS

To achieve some economies of scale, both projects were quoted together. Included in the budget document (page 212), \$28,000 was allocated for the entire project in the 2025 CIP. A portion of the funds have already been spent to reconfigure the Parks and Recreation door at \$900.00, and \$2,210.92 for carpet tile installation in the City Manager's office Area. The remaining balance of \$24,889.08 is available for the remainder of this project.

Below is a price breakdown of the two quotes that were submitted:

Vendor	Description	Cost
BSI	City Manager Office Area	\$8,690.10
	Parks and Recreation Office	\$9,048.76
	Total Expenses:	\$17,738.86
	Remaining Budgeted Funds	\$7,150.22
Vendor	Description	Cost
EBi	City Manager Office Area	\$13,502.21
	Parks and Recreation Office	\$13,335.47
	Total Expenses:	\$26,837.68
	Remaining Budgeted Funds	(\$1,948.60)

The remaining funds will be used for the demolition of the built-in desks and cabinets and the reconfiguration of the customer service vestibule in the City Manager's office area. Staff will bring additional phases of this project back to the City Council for review in the future. The

furniture has a long lead time, and can be stored easily until installed.

RECOMMENDATION

Staff recommends that the City Council authorize staff to accept proposals from BSI for the purchase of office furniture for the City Manager's office area and the Parks and Recreation office at a cost not to exceed \$17,738.86.

ATTACHMENTS

1. COFA Muni Facility Assessment 2022
2. QUOTE 193-180 FORT ATKINSON PARKS & REC - DIRECTOR & RECEPTION 05.19.25
3. QUOTE 193-180 FORT ATKINSON PARKS & REC - CITY MANAGERS 05.19.25
4. DWG 193-180 FORT ATKINSON PARKS & REC - DIRECTOR & RECEPTION 05.19.25
5. DWG 193-180 FORT ATKINSON PARKS & REC - CITY MANAGERS 05.19.25
6. bsi 132958_City of Fort Atkinson_Parks and Rec
7. bsi 132958_City of Fort Atkinson_City Manager Office
8. bsi F1.01_132958_061325



MEMORANDUM

DATE: October 21, 2025

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Building/Zoning Administrator

RE: Review and possible action relating to a Certified Survey Map for the property located at 1200 Janesville Ave. (Draeger, Director of Neighborhood and Building Services)

BACKGROUND

Sections 70.05.04 and 70.06.03 of the City of Fort Atkinson Land Division and Development Ordinance outline the requirements for the Plan Commission and City Council to review and approve the Certified Survey Map (CSM) to ensure conformance with all ordinances and plans.

DISCUSSION

The Plan Commission reviewed the attached certified survey map located at 1200 Janesville Ave. at a meeting on October 14, 2025. The Plan Commission recommended that the City Council approve this Certified Survey Map, facilitating the sale of 3,379 square feet of City-owned property adjacent to the existing car wash site, with the following conditions: apply an area inset map to the Final Certified Survey Map, and any other comments from the Plan Commission.

FINANCIAL ANALYSIS

The owner submitted an offer to purchase the area at \$0.50 per square foot (\$1,689.50 total), and the City countered at \$1.50 per square foot (\$5,068.50 total). Approval of the proposed CSM would facilitate the future sale and transfer of the City-owned land to the business owner, thereby correcting the encroachment, establishing proper lot boundaries, and allowing the current property owner to reopen the vacant car wash business.

RECOMMENDATION

The Plan Commission and City staff recommended the City Council approve this Certified Survey Map, facilitating the sale of 3,379 square feet of City-owned property adjacent to the existing car wash site, subject to the condition that an area insert map be added to the Final Certified Survey Map.

ATTACHMENTS

1. Plan Commission Memo
2. Application Materials
3. 2025-09-19 Final CSM 125-274 MR D CARWASH
4. Offer to Purchase Letter
5. Offer to Purchase_9.22.25
6. Counter Offer_9.26.25
7. Area Map
8. City Portion Legal Description



Preliminary CSM Review REPORT TO THE PLAN COMMISSION

DATE: October 14, 2025
PROPERTY ADDRESS: 1200 Janesville Ave.
PARCEL NUMBER: 226-0514-0921-005
OWNER: ADAD Carwashes LLC
APPLICANT: ADAD Carwashes LLC

FILE NUMBER: CSM-2025-09
EXISTING ZONING: Urban Mixed Use (UMU)
PROPOSED ZONING: No Change
EXISTING LAND USE: Car wash
REQUESTED USES: No change

BACKGROUND

Sections 70.05.04 and 70.06.03 of the City of Fort Atkinson Land Division and Development Ordinance outline the requirements for the Plan Commission and City Council to review and approve the Certified Survey Map (CSM) to ensure conformance with all ordinances and plans.

REQUEST OVERVIEW

City staff received an application from ADAD Carwash LLC requesting approval of a Certified Survey Map (CSM) to combine their existing parcel with a small, unused portion of adjacent City-owned property located along the Janesville Ave portion of the bike path.

The current property owner purchased the car wash business and site unaware that a portion of the existing queuing lane had been constructed on City-owned property by a previous owner. Additionally, the current site layout does not meet the required setback for paved surfaces under the applicable zoning district standards.

The distance from the existing pavement to the bike path is approximately 25 feet. The existing property line is located 40 feet from the bike path, and if approved, the new property line would be 15 feet from the bike path. It should be noted that the current separation between the two paved surfaces will not, and cannot, legally change due to the required 10-foot buffer for paved areas.

The portion of City-owned property to be purchased is approximately 3,379 square feet. The owner submitted an offer to purchase the area at \$0.50 per square foot (\$1,689.50 total), and the City countered at \$1.50 per square foot (\$5,068.50 total). Approval of the proposed CSM would facilitate the future sale and transfer of the City-owned land to the business owner, thereby correcting the encroachment, establishing proper lot boundaries, and allowing the current property owner to reopen the vacant car wash business.

Public Notice is not required for certified survey maps.

DISCUSSION

Staff has reviewed the proposed CSM and finds it consistent with the City's Land Division and Development and Zoning Ordinances. The following points summarize the rationale for supporting the request:

1. Resolution of Encroachment

The CSM will correct a longstanding encroachment issue created under previous ownership by redefining the property boundaries to reflect existing site improvements.

2. Limited Public Use of City Property

The City-owned area proposed for conveyance has no independent development potential and is not needed for any current or future public improvements or utility purposes.

3. Advancement of Code Compliance

The proposed lot reconfiguration will allow the business owner to bring the property into compliance with zoning standards, including required setbacks for paved surfaces and site design regulations.

4. Support for Ongoing Business Operations

The car wash, if reopened, would be an active business that contributes to local employment and the City's commercial tax base. The revised lot configuration will ensure the continued safe and functional operation of the site.

5. Coordination with Future City Council Action

Approval of the CSM by the Plan Commission is a prerequisite step that will enable the City Council to consider final approval of both the CSM and the subsequent sale of the property. The sale price, based on the City's counteroffer, ensures fair compensation to the City, with the purchaser responsible for all associated survey and land transfer costs.

The current parcel is in the Janesville Ave. Business District Planning Area and is located in the Community Commercial area within the map. Opportunities within the Janesville Ave Business District include: Regional Entertainment Center, Community Serving retail & dining redevelopment, some industrial relocation, Fireside Theater gifts and high-end hospitality, development design standards & access control, and landscaping and street enhancements.

JANESVILLE AVE BUSINESS DISTRICT PLANNING AREA

FIGURE: 2.18
CITY OF FORT ATKINSON
FUTURES OPEN HOUSE



The subject parcel is planned to remain a car wash and to continue to be used for commercial purposes. City Staff believe the proposed Certified Survey Map is in concert with the City's Comprehensive Plan.

RECOMMENDATION

Staff recommends that the Plan Commission recommend the City Council approve this Certified Survey Map facilitating the sale of 3,379 square feet of City-owned property adjacent to the existing car wash site, with the following conditions:

- Apply an area inset map to the Final Certified Survey Map, and
- Any other comments from the Plan Commission.

ATTACHMENTS

1. Application Materials
2. 2025-09-19 Final CSM 125-274 MR D CARWASH
3. Offer to Purchase Letter
4. Offer to Purchase_9.22.25

5. Counter Offer_9.26.25
6. Area Map
7. City Portion Legal Description



CITY OF FORT ATKINSON, WISCONSIN
Application for Land Division

Date of Application: 08/21/2025
Property Owner/Applicant: ADAD CARWASHES LLC
Address of Property: 1200 JANESVILLE AVE FORT ATKINSON, WI 53538
Mailing Address: 12033 W WILBUR AVE GREENFIELD, WI 53228
Phone Number: [REDACTED]
[REDACTED]
Current Zoning: UMU
Requested Zoning: UMU
Narrative of Proposed Use: Car wash

Surveyor: Combs & Associates
☒ Preliminary Certified Survey Map
Subdivision Preliminary Plat
☐ Certified Survey Map
Subdivision Final Plat

\$10/lot or \$100 maximum filing fee paid on:

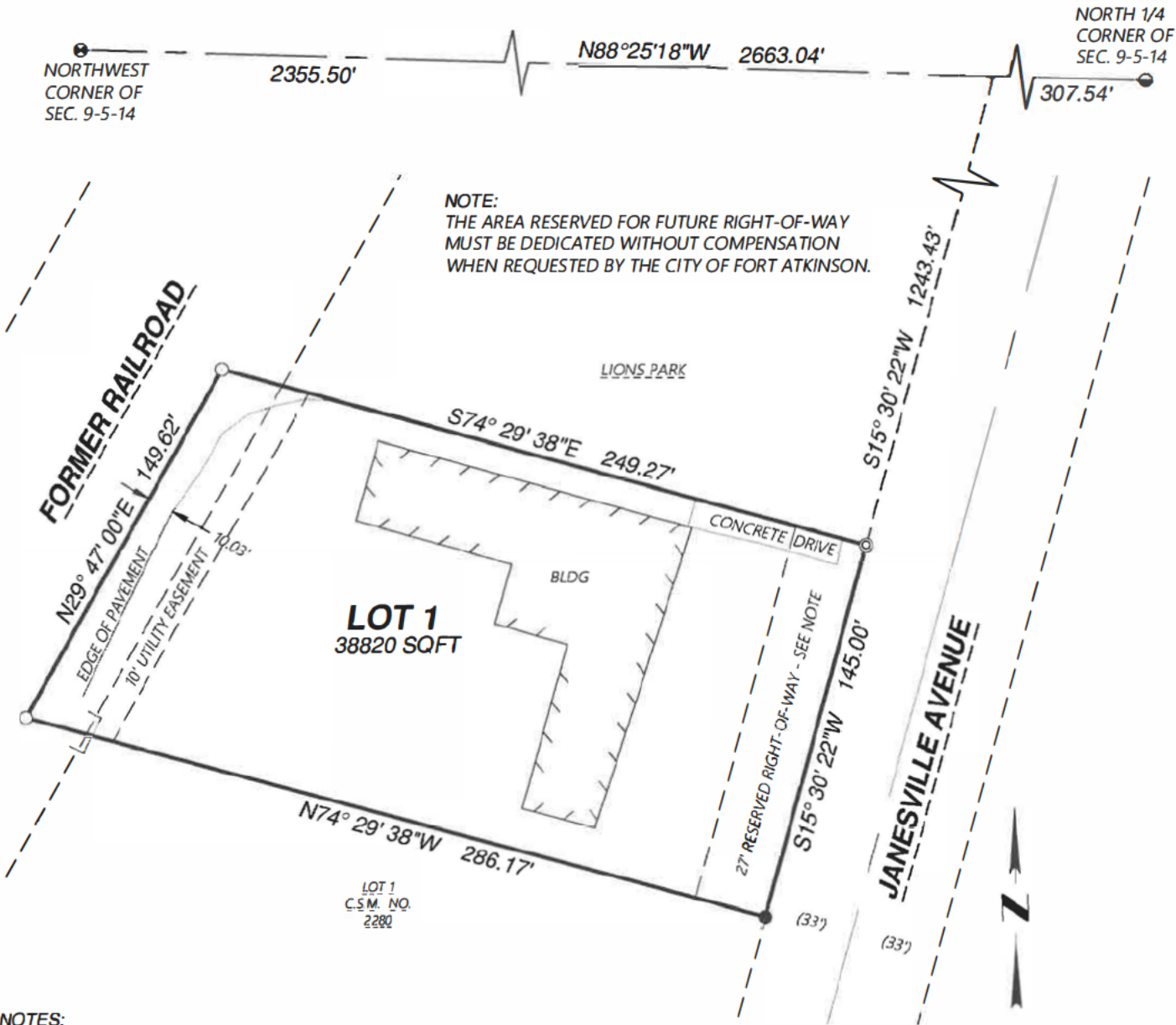
(Planning Commission reviews request and makes recommendation to City Council; City Council reviews recommendation and approves or denies land division.)

CERTIFIED SURVEY MAP NO. _____

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

LEGEND

- FOUND 3/4" IRON PIN
- ⊙ FOUND 1" IRON PIPE
- ⦿ FOUND ALUMINUM MONUMENT
- FOUND SURVEY SPIKE
- SET IRON REBAR, 3/4"x 24", (1.5 LBS./LIN.FT.)



NOTES:
FIELDWORK COMPLETED AUGUST 28, 2025.

THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED AND UNRECORDED.

BEARINGS BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, JEFFERSON COUNTY. THE NORTH LINE OF THE NORTHEAST QUARTER SEC. 9-5-14 BEARS N88°25'18"W.

DISTANCE UNITS BASED ON THE US SURVEY FOOT.

Project No. 125 - 274
For: MR.D CARWASH, LLC

SHEET 1 OF 4



109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combsurvey.com

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

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CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

ADAD CAR WASHES, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE
OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO
BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON. IN WITNESS WHEREOF, THE SAID ADAD CARWASHES, LLC

HAS CAUSED THESE PRESENTS TO BE SIGNED BY

DAVINDER TOOR ITS OWNER

AT _____ , _____
(CITY) (STATE)

X _____
(SIGNATURE)

STATE OF WISCONSIN} COUNTY OF _____ SS. PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ , 20____ ,

DAVINDER TOOR, ITS OWNER OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED
THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICERS OF SAID CORPORATION, AND ACKNOWLEDGED
THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION BY ITS
AUTHORITY.

NOTARY PUBLIC, _____ COUNTY, WISCONSIN X _____

MY COMMISSION EXPIRES _____



- LAND SURVEYING
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ATKINSON, JEFFERSON COUNTY, WISCONSIN.

CITY OF FORT ATKINSON APPROVAL

APPROVED FOR RECORDING PER CITY OF FORT ATKINSON PLAN COMMISSION ACTION

OF _____ AND CITY OF FORT ATKINSON COMMON COUNCIL ACTION

OF _____

AUTHORIZED SIGNATURE X _____

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CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
COUNTY OF ROCK } SS. I, RYAN M. COMBS, PROFESSIONAL LAND SURVEYOR NO.2677, DO HEREBY
CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED:

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CONTAINING 38820 SQUARE FEET, MORE OR LESS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED
AND THE DIVISION OF THAT LAND. THAT I HAVE MADE SUCH SURVEY, DIVISION AND MAP BY THE DIRECTION
OF DAVINDER TOOR AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE
WISCONSIN STATUTES IN SURVEYING, DIVIDING AND MAPPING THE SAME.

GIVEN UNDER MY HAND AND SEAL THIS 28TH DAY OF AUGUST, 2025 AT JANESVILLE, WISCONSIN.

Project No. 125 - 274
For: MR.D CARWASH

SHEET 4 OF 4



- LAND SURVEYING
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- CIVIL ENGINEERING

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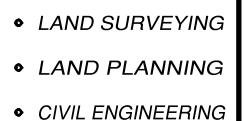
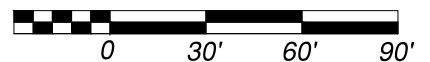
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SHEET 1 OF 4

GRAPHIC SCALE: 1" = 60'



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AT _____, _____
(CITY) (STATE)

X _____
(SIGNATURE)

STATE OF WISCONSIN} COUNTY OF _____} SS. PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____,

DAVINDER TOOR, ITS OWNER OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED
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MY COMMISSION EXPIRES _____



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APPROVED FOR RECORDING PER CITY OF FORT ATKINSON PLAN COMMISSION ACTION

OF _____ AND CITY OF FORT ATKINSON COMMON COUNCIL ACTION

OF _____.

AUTHORIZED SIGNATURE X _____

Project No. 125 - 274
For: MR.D CARWASH, LLC

SHEET 3 OF 4



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WISCONSIN STATUTES IN SURVEYING, DIVIDING AND MAPPING THE SAME.

GIVEN UNDER MY HAND AND SEAL THIS 28TH DAY OF AUGUST, 2025 AT JANESVILLE, WISCONSIN.

City of Fort Atkinson

101 N Main St, Fort Atkinson, WI 53538

Subject: Offer to Purchase City-Owned Property at 1200 Janesville Avenue

September 22, 2025

Dear City of Fort Atkinson,

This letter serves as a formal offer to purchase a portion of city-owned property located at the rear of my property, identified as 1200 Janesville Avenue, Fort Atkinson, WI. The specific area in question amounts to 3,379 square feet. In response to your request to base the purchase price on a per-square-foot cost derived from recent sales of vacant commercial land in the area, I am proposing a purchase price of **\$0.50 per square foot**.

The total offer for the 3,379 square-foot parcel is **\$1,689.50**.

Justification for the Proposed Price

In real estate appraisal, a property's value is determined by its "highest and best use"—the most probable, legally permissible, and financially feasible use for the land. A review of recent land sales in the area shows a wide range of values, demonstrating that the market differentiates based on a parcel's utility. For example, a vacant, prime urban lot in a highly valuable location may sell for over \$20 per square foot, while large, undeveloped agricultural parcels in the county are valued at a much lower rate, sometimes as little as \$0.14 per square foot.

The subject parcel at 1200 Janesville Avenue is currently utilized as a parking lot, a use which encroaches on public land. It is a landlocked remnant that cannot be independently developed, as it lacks street frontage and a conforming shape for new construction. For the City, this parcel is best described as "non-marketable surplus" property—land that has no market value on its own and can only be sold to the abutting property owner. The value of such a parcel is a "contributory value" to the adjacent property, and the sale, in effect, serves to "cure" a pre-existing non-conforming condition.

This valuation is further supported by a relevant precedent from Jefferson County where surplus land was conveyed to a private party via a quit claim deed at a price of approximately \$7,000 per acre, which equates to roughly \$0.16 per square foot.¹

Therefore, a price of **\$0.50 per square foot** is a fair and defensible offer. It is a small fraction of the value of prime, buildable land, but a significant premium over larger agricultural tracks, and provides a premium to the valuation of other low-utility lands in the area. This price

correctly acknowledges the parcel's limited use and lack of independent development

By accepting this offer, the City of Fort Atkinson can successfully dispose of a non-marketable asset in a manner that is both transparent and justifiable and correct a long standing issue with the lot lines of the property. I am prepared to move forward with the formal purchase process, including any required public hearings or administrative steps.

Sincerely,

A handwritten signature in black ink, appearing to read 'Davinder Toor', written in a cursive style.

Davinder Toor
ADAD Carwashes LLC
1200 Janesville Avenue
Fort Atkinson, WI 53538

Sale Cited

1. OFFICIAL PROCEEDINGS OF THE BOARD OF SUPERVISORS JEFFERSON COUNTY WISCONSIN 2023-2024 (pg 52)- Revize, accessed September 15, 2025, <https://cms4files.revize.com/jeffersoncountynew/County%20Board/OFFICIAL%20PROCEEDINGS%20OF%20THE%20BOARD%20OF%20SUPERVISORS%202023-2024.pdf>

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** September 22, 2025 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~**

3 The Buyer, ADAD Car Washes LLC,
4 offers to purchase the Property known as land described in Exhibit A and included in proposed CSM, Exhibit B

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the City of Fort Atkinson, County
8 of Jefferson Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One thousand Six Hundred Eighty Nine and 50/100
10 Dollars (\$ 1,689.50).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: None

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: None

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in**
27 **an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before withdrawn by Buyer.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed ~~on~~ 15 days after acceptance

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ N/A accompanies this Offer.

46 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ N/A will be mailed, or commercially, electronically
48 or personally delivered within days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as

50) ~~STRIKE THOSE NOT APPLICABLE~~
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except: None

80 _____. If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 700.033. The law provides: "§ 700.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

252 _____
253 _____ **[insert proposed use**
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 ☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**
266 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____.

268 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 ☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____

274 _____
275 ☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

277 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;
278 ☐ water _____; ☐ telephone _____; ☐ cable _____;
279 ☐ other _____.

280 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
284 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293 _____
294 **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

INSPECTIONS AND TESTING

Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be reported to the Wisconsin Department of Natural Resources.

N/A INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 305-319).

(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on line 1 of this Offer that discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____

_____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ RIGHT TO CURE: Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.

N/A FINANCING COMMITMENT CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

■ **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or,

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☒ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **[N/A] CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **[N/A] BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____ (name other contingencies, if any); and

447 _____
448 (3) Any of the following checked below:

449 ☐ Proof of bridge loan financing.

450 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____

453

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **[N/A] SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____.

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 ☐ Current assessment times current mill rate (current means as of the date of closing).

476 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478 ☐

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are _____

537 _____
538 _____. Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **N/A SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

656 Buyer to obtain title commitment, if requested, at its own cost. Purchase is contingent upon approval of CSM, Exhibit B,
657 by applicable governing authorities.
658 _____
659 _____
660 _____

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: _____

667 Name of Buyer's recipient for delivery, if any: Davinder Toor

668 ☐ (2) **Fax**: fax transmission of the document or written notice to the following number:

669 Seller: (_____) Buyer: (_____) _____

670 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
672 line 675 or 676.

673 ☐ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
674 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

675 Address for Seller: _____

676 Address for Buyer: _____

677 ☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

678 Email Address for Seller: _____

679 Email Address for Buyer: dtoor@cwguys.com

680 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
681 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

682 ☒ **ADDENDA**: The attached Exhibit A and Exhibit B is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Brian R. Zimmerman, Hurtado Zimmerman SC

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

696 (x)  9/22/25
697 Buyer's Signature ▲ Print Name Here ► ADAD Car Washes LLC, by Davinder Toor Date ▲

698 (x) _____
699 Buyer's Signature ▲ Print Name Here ► Date ▲

700 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
701 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
702 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
703 **COPY OF THIS OFFER.**

704 (x) _____
705 Seller's Signature ▲ Print Name Here ► Date ▲

706 (x) _____
707 Seller's Signature ▲ Print Name Here ► Date ▲

708 This Offer was presented to Seller by [Licensee and Firm] _____
709 _____ on _____ at _____ a.m./p.m.

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



EXHIBIT A

- Land Surveying
- Land Planning
- Civil Engineering

SEPTEMBER 18, 2025

TO: City of Fort Atkinson

RE: Legal Description

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887; THENCE S29°47'00"W 149.62 FEET ALONG THE WESTERLY LINE OF SAID LOT 2; THENCE N74°29'38"W 23.30 FEET; THENCE CONTINUING N29°47'00"E 149.62 FEET; THENCE S74°29'38"E 23.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 3379 SQUARE FEET

Project No. 125-274-for-Mr.D's CARWASH

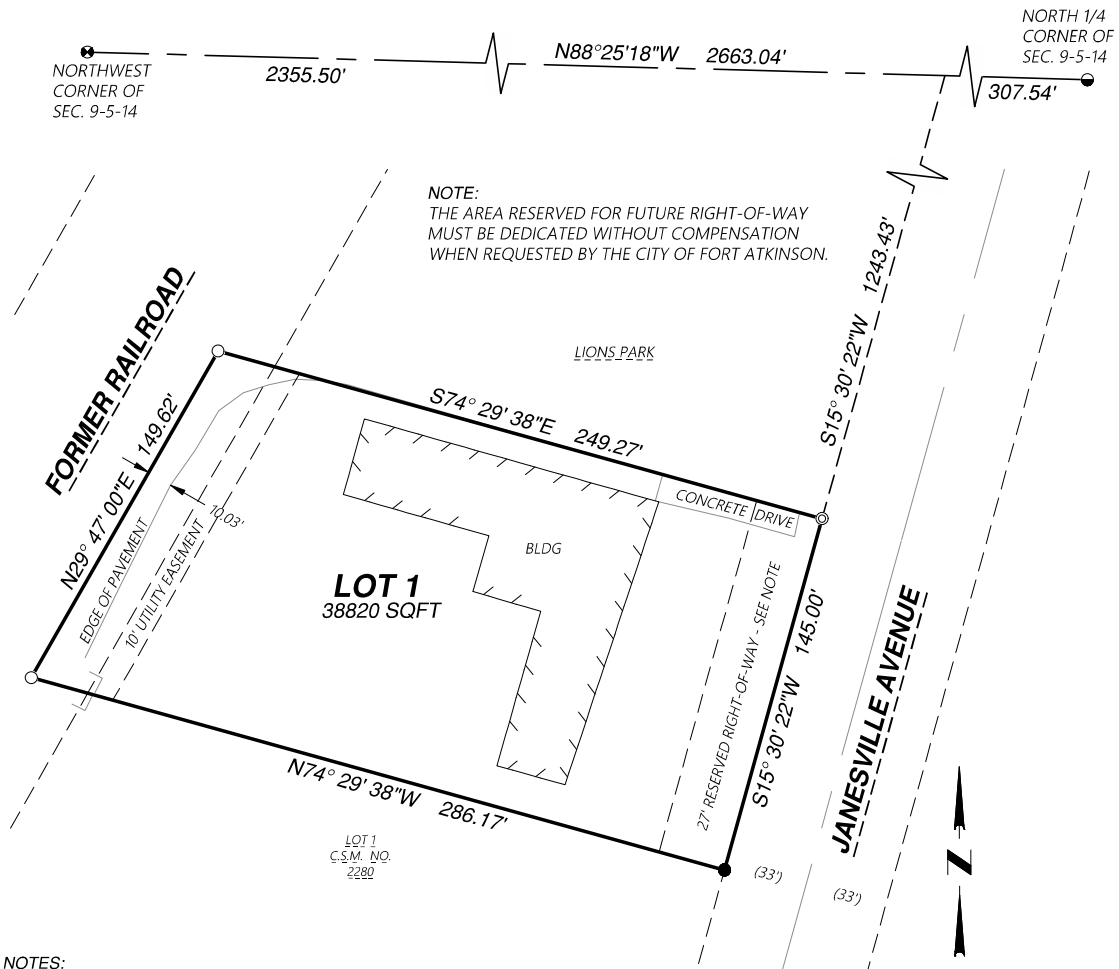
EXHIBIT B

CERTIFIED SURVEY MAP NO. _____

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

LEGEND

- FOUND 3/4" IRON PIN
- ⊙ FOUND 1" IRON PIPE
- ⊗ FOUND ALUMINUM MONUMENT
- ⦿ FOUND SURVEY SPIKE
- SET IRON REBAR, 3/4"x 24", (1.5 LBS./LIN.FT.)



NOTES:
FIELDWORK COMPLETED AUGUST 28, 2025.

THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED AND UNRECORDED.

BEARINGS BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, JEFFERSON COUNTY. THE NORTH LINE OF THE NORTHEAST QUARTER SEC. 9-5-14 BEARS N88°25'18"W.

DISTANCE UNITS BASED ON THE US SURVEY FOOT.

Project No. 125 - 274

For: MR.D CARWASH, LLC

SHEET 1 OF 4



109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combsurvey.com

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

CERTIFIED SURVEY MAP NO. _____

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS
DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF
THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER
OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM,
CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

ADAD CAR WASHES, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE
OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO
BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON. IN WITNESS WHEREOF, THE SAID ADAD CARWASHES, LLC

HAS CAUSED THESE PRESENTS TO BE SIGNED BY

DAVINDER TOOR ITS OWNER

AT _____ , _____
(CITY) (STATE)

X _____
(SIGNATURE)

STATE OF WISCONSIN)
COUNTY OF _____ } SS. PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____,

DAVINDER TOOR, ITS OWNER OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED
THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICERS OF SAID CORPORATION, AND ACKNOWLEDGED
THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION BY ITS
AUTHORITY.

NOTARY PUBLIC, _____ COUNTY, WISCONSIN X _____

MY COMMISSION EXPIRES _____



CERTIFIED SURVEY MAP NO. _____

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS
DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE
NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT
ATKINSON, JEFFERSON COUNTY, WISCONSIN.

CITY OF FORT ATKINSON APPROVAL

APPROVED FOR RECORDING PER CITY OF FORT ATKINSON PLAN COMMISSION ACTION

OF _____ AND CITY OF FORT ATKINSON COMMON COUNCIL ACTION

OF _____.

AUTHORIZED SIGNATURE X _____

Project No. 125 - 274
For: MR.D CARWASH, LLC

SHEET 3 OF 4



109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combssurvey.com

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

CERTIFIED SURVEY MAP

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS
DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF
THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER
OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM,
CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
COUNTY OF ROCK } SS. I, RYAN M. COMBS, PROFESSIONAL LAND SURVEYOR NO.2677, DO HEREBY
CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED:

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON
COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9; THENCE
N88°25'18"W ALONG THE NORTH LINE OF SAID SECTION 307.54 FEET; THENCE S15°30'22"W 1243.43 FEET TO THE
POINT OF BEGINNING FOR THE LANDS TO BE HEREIN DESCRIBED; THENCE CONTINUING S15°30'22"W ALONG
THE WESTERLY LINE OF JANESVILLE AVENUE 145.00 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID
CERTIFIED SURVEY MAP; THENCE N74°29'38"W ALONG THE NORTH LINE OF SAID LOT 1 EXTENDED 286.17 FEET
TO AN IRON REBAR MONUMENT; THENCE N29°47'00"E 149.62 FEET TO AN IRON REBAR MONUMENT BEING ON
AN EXTENSION OF THE NORTHERLY LINE OF SAID LOT 2; THENCE S74°29'38"E ALONG SAID EXTENSION OF THE
NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 249.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 38820 SQUARE FEET, MORE OR LESS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED
AND THE DIVISION OF THAT LAND. THAT I HAVE MADE SUCH SURVEY, DIVISION AND MAP BY THE DIRECTION
OF DAVINDER TOOR AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE
WISCONSIN STATUTES IN SURVEYING, DIVIDING AND MAPPING THE SAME.

GIVEN UNDER MY HAND AND SEAL THIS 28TH DAY OF AUGUST, 2025 AT JANESVILLE, WISCONSIN.

Project No. 125 - 274
For: MR.D CARWASH

SHEET 4 OF 4



109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combsurvey.com

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by ~~Buyer~~(Seller) **STRIKE ONE**
9/22/25 and signed by Buyer ADAD CAR WASHES LLC

1 The Offer to Purchase dated _____ is
2 for purchase of real estate at _____
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
5 counter-offer unless incorporated by reference.]
6 **LINES 488-523 SHALL BE STRICKEN. BUYER TO PAY FOR TITLE INSURANCE IF BUYER DESIRES TITLE**
7 **INSURANCE.**

8
9 **LINE 9 AND 10 - PURCHASE PRICE TO BE \$1.50 PER SQUARE FOOT, \$5,068.50.**

10
11 **THIS COUNTER OFFER IS CONTINGENT UPON APPROVAL BY THE CITY COUNCIL AS TO FORM AND**
12 **CONTENT. SAID COUNTER IF SIGNED BY BUYER WOULD BE PRESENTED TO THE CITY COUNCIL IN A**
13 **TIMELY MANNER.**

32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
34 the Counter-Offer on or before 10/2/25 (Time is of the Essence).
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Counter-Offer. **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and**
37 **delivery as provided at lines 33 to 36.**

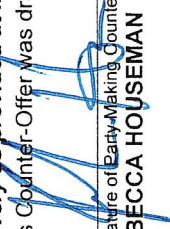
38 This Counter-Offer was drafted by DAVID R. WESTRICK

Licensee and Firm ▲

on 9/25/25

Date ▲

40 Signature of Party-Making Counter-Offer ▲


REBECCA HOUSEMAN

Date ▲

9/26/2025

Signature of Party Making Counter-Offer ▲

Date ▲

42 Signature of Party Accepting Counter-Offer ▲

Date ▲

Signature of Party Accepting Counter-Offer ▲

Date ▲

44 This Counter-Offer was presented by _____ on _____

Licensee and Firm

45
46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____ Date ▲

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference. Provisions
48 incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the lines containing the
49 provision. In transactions involving more than one Counter-Offer, the Counter Offer referred to should be clearly specified. **NOTE: Number this**
50 **Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc. ATTACH THIS COUNTER-OFFER TO**
51 **THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER**



1-004

1-005

4-002

Janesville Ave



· Land Surveying
· Land Planning
· Civil Engineering

SEPTEMBER 18, 2025

TO: City of Fort Atkinson

RE: Legal Description

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM,
CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF
CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887;
THENCE S29°47'00"W 149.62 FEET ALONG THE WESTERLY LINE OF SAID LOT 2; THENCE
N74°29'38"W 23.30 FEET; THENCE CONTINUING N29°47'00"E 149.62 FEET; THENCE
S74°29'38"E 23.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 3379 SQUARE FEET

Project No. 125-274-for-Mr.D's CARWASH



MEMORANDUM

DATE: October 21, 2025

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Building/Zoning Administrator

RE: Review and possible action relating to an offer to purchase 3,379 square feet of City-owned property along the Glacial River Bike Trail, adjacent to 1200 Janesville Ave. (Draeger, Director of Neighborhood and Building Services)

BACKGROUND

In the past, some structures and improvements occasionally extended onto city-owned land due to evolving property use and less formalized land-use regulations. At the time, these situations were often resolved on a case-by-case basis, and there were fewer formal mechanisms to prevent or correct them.

Today, updated zoning and land division ordinances provide clear standards for property boundaries, setbacks, and development. These regulations require formal review and approval for any new development, helping ensure that encroachments are identified and addressed proactively, preventing similar situations from occurring in the future.

DISCUSSION

The former Fort Carwash property has been vacant for over a year. The new owner, ADAD Car Wash, met with city staff to discuss potential parking lot improvements and to determine whether permits or site plan review would be required. During that meeting, it was discovered that an existing queuing lane leading to the auto wash bay extended across the property line and encroached onto city-owned land. City staff and the owner worked together to identify a solution. Simply removing or reducing the queuing lane to eliminate the encroachment would have significantly limited access for certain vehicles, negatively affecting the business.

As a result, the determined solution was for the owner to prepare and submit a Certified Survey Map along with an offer to purchase the affected portion of city property. The owner followed through by submitting both documents, proposing a purchase price of \$0.50 per square foot. City staff reviewed the proposal and provided a counteroffer of \$1.50 per square foot. It should be noted that similar encroachment situations exist elsewhere in the city, and establishing a consistent per-square-foot value is important to ensure fairness and uniformity in handling

comparable cases.

FINANCIAL ANALYSIS

The proposed sale involves a small, undevelopable parcel of City-owned land totaling approximately 3,379 square feet. At a rate of \$1.50 per square foot, the total sale price is \$5,068.50. The land in question has limited development potential. Its sale would generate minimal one-time revenue for the City and remove any future maintenance or liability costs associated with holding the property.

RECOMMENDATION

City staff recommend approval of the Offer to Purchase from ADAD Car Wash, along with acceptance of the City's counteroffer, for the acquisition of the City-owned property described in the offer for \$5,068.50.

ATTACHMENTS

1. Offer to Purchase_9.22.25
2. Offer to Purchase Letter
3. Counter Offer_9.26.25
4. City Portion Legal Description
5. 2025-09-19 Final CSM 125-274 MR D CARWASH

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** September 22, 2025 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~**

3 The Buyer, ADAD Car Washes LLC,
4 offers to purchase the Property known as land described in Exhibit A and included in proposed CSM, Exhibit B

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the City of Fort Atkinson, County
8 of Jefferson Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One thousand Six Hundred Eighty Nine and 50/100
10 Dollars (\$ 1,689.50).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: None

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: None

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in**
27 **an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before withdrawn by Buyer.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed ~~on~~ 15 days after acceptance

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ N/A accompanies this Offer.

46 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ N/A will be mailed, or commercially, electronically
48 or personally delivered within days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as

50) ~~STRIKE THOSE NOT APPLICABLE~~

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except: None

80 _____. If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** ~~Wisconsin law requires owners of real property that does not include any~~
84 ~~buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from~~
85 ~~the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives who~~
86 ~~have never occupied the Property. The form of the Report is found in Wis. Stat. § 700.033. The law provides: "§ 700.02~~
87 ~~Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to~~
88 ~~the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report~~
89 ~~within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by~~
90 ~~delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if~~
91 ~~a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is~~
92 ~~submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding~~
93 ~~rescission rights.~~

94 **PROPERTY CONDITION REPRESENTATIONS** ~~Seller represents to Buyer that as of the date of acceptance Seller has~~
95 ~~no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in~~
96 ~~Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer~~
97 ~~signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**~~
98 ~~and _____~~

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

252 _____
253 _____ **[insert proposed use**
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 ☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**
266 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____.

268 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 ☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____

274 _____
275 ☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

277 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;
278 ☐ water _____; ☐ telephone _____; ☐ cable _____;
279 ☐ other _____.

280 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
284 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293 _____
294 **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be reported to the Wisconsin Department of Natural Resources.

N/A INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 305-319).

(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on line 1 of this Offer that discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____

_____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

RIGHT TO CURE: Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.

N/A FINANCING COMMITMENT CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

■ **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or,

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☒ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **[N/A] CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **[N/A] BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449 ☐ Proof of bridge loan financing.

450 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____

453

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **[N/A] SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____.

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 ☐ Current assessment times current mill rate (current means as of the date of closing).

476 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478 ☐

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are _____

537 _____
538 _____. Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **N/A SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES**

656 Buyer to obtain title commitment, if requested, at its own cost. Purchase is contingent upon approval of CSM, Exhibit B,
657 by applicable governing authorities.
658 _____
659 _____
660 _____

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: _____

667 Name of Buyer's recipient for delivery, if any: Davinder Toor

668 ☐ (2) **Fax**: fax transmission of the document or written notice to the following number:

669 Seller: (_____) Buyer: (_____) _____

670 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
672 line 675 or 676.

673 ☐ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
674 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

675 Address for Seller: _____

676 Address for Buyer: _____

677 ☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

678 Email Address for Seller: _____

679 Email Address for Buyer: dtoor@cwguys.com

680 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
681 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

682 ☒ **ADDENDA**: The attached Exhibit A and Exhibit B is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Brian R. Zimmerman, Hurtado Zimmerman SC

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

696 (x)  9/22/25
697 Buyer's Signature ▲ Print Name Here ► ADAD Car Washes LLC, by Davinder Toor Date ▲

698 (x) _____
699 Buyer's Signature ▲ Print Name Here ► Date ▲

700 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
701 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
702 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
703 **COPY OF THIS OFFER.**

704 (x) _____
705 Seller's Signature ▲ Print Name Here ► Date ▲

706 (x) _____
707 Seller's Signature ▲ Print Name Here ► Date ▲

708 This Offer was presented to Seller by [Licensee and Firm] _____
709 _____ on _____ at _____ a.m./p.m.

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



EXHIBIT A

- Land Surveying
- Land Planning
- Civil Engineering

SEPTEMBER 18, 2025

TO: City of Fort Atkinson

RE: Legal Description

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887; THENCE S29°47'00"W 149.62 FEET ALONG THE WESTERLY LINE OF SAID LOT 2; THENCE N74°29'38"W 23.30 FEET; THENCE CONTINUING N29°47'00"E 149.62 FEET; THENCE S74°29'38"E 23.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 3379 SQUARE FEET

Project No. 125-274-for-Mr.D's CARWASH

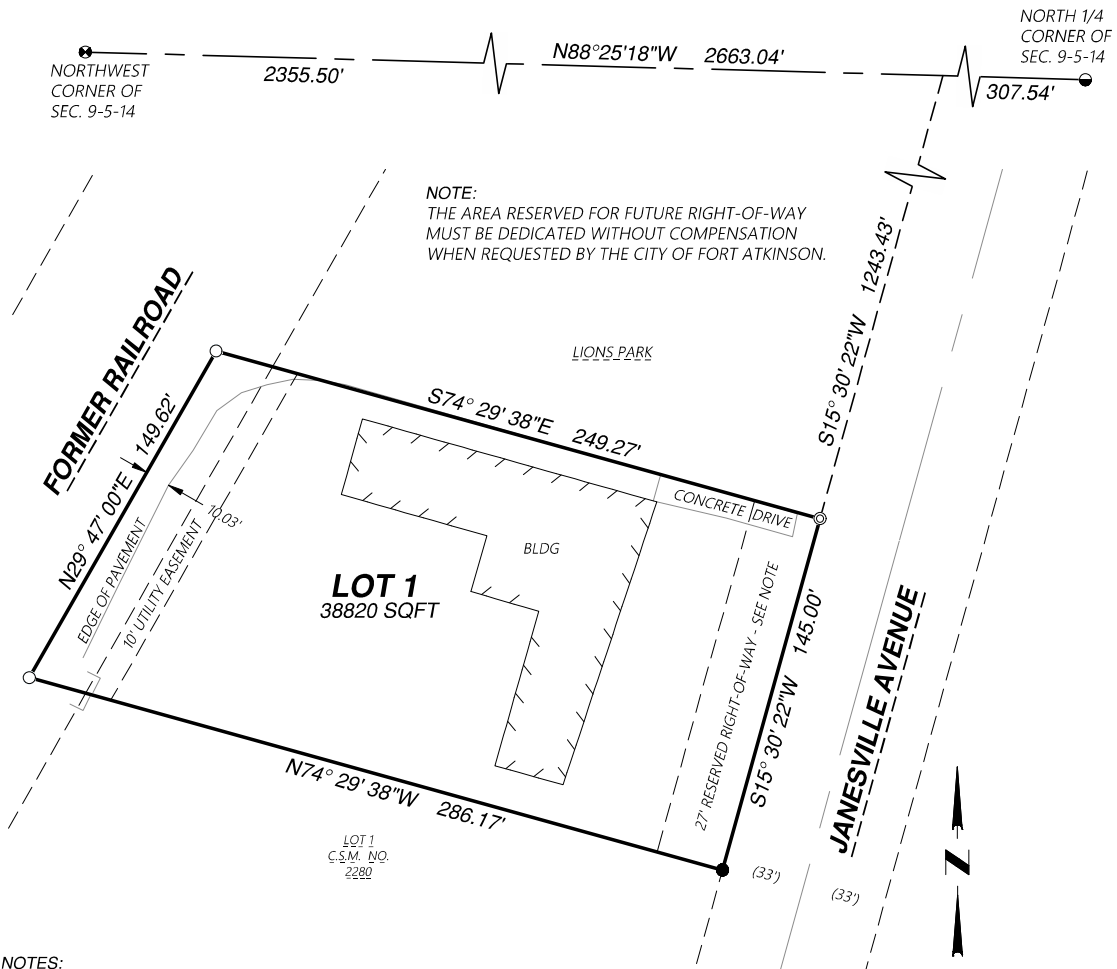
EXHIBIT B

CERTIFIED SURVEY MAP NO. _____

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

LEGEND

- FOUND 3/4" IRON PIN
- ◎ FOUND 1" IRON PIPE
- ⊗ FOUND ALUMINUM MONUMENT
- FOUND SURVEY SPIKE
- SET IRON REBAR, 3/4"x 24", (1.5 LBS./LIN.FT.)



NOTES:
FIELDWORK COMPLETED AUGUST 28, 2025.

THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED AND UNRECORDED.

BEARINGS BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, JEFFERSON COUNTY. THE NORTH LINE OF THE NORTHEAST QUARTER SEC. 9-5-14 BEARS N88°25'18"W.

DISTANCE UNITS BASED ON THE US SURVEY FOOT.

Project No. 125 - 274

For: MR.D CARWASH, LLC

SHEET 1 OF 4



109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combsurvey.com

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

CERTIFIED SURVEY MAP NO. _____

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS
DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF
THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER
OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM,
CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

ADAD CAR WASHES, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE
OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO
BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON. IN WITNESS WHEREOF, THE SAID ADAD CARWASHES, LLC

HAS CAUSED THESE PRESENTS TO BE SIGNED BY

DAVINDER TOOR ITS OWNER

AT _____, _____
(CITY) (STATE)

X _____
(SIGNATURE)

STATE OF WISCONSIN)
COUNTY OF _____} SS. PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____,

DAVINDER TOOR, ITS OWNER OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED
THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICERS OF SAID CORPORATION, AND ACKNOWLEDGED
THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION BY ITS
AUTHORITY.

NOTARY PUBLIC, _____ COUNTY, WISCONSIN X _____

MY COMMISSION EXPIRES _____



CERTIFIED SURVEY MAP NO. _____

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS
DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE
NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT
ATKINSON, JEFFERSON COUNTY, WISCONSIN.

CITY OF FORT ATKINSON APPROVAL

APPROVED FOR RECORDING PER CITY OF FORT ATKINSON PLAN COMMISSION ACTION

OF _____ AND CITY OF FORT ATKINSON COMMON COUNCIL ACTION

OF _____.

AUTHORIZED SIGNATURE X _____

Project No. 125 - 274
For: MR.D CARWASH, LLC

SHEET 3 OF 4



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CERTIFIED SURVEY MAP

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS
DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF
THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER
OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM,
CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
COUNTY OF ROCK } SS. I, RYAN M. COMBS, PROFESSIONAL LAND SURVEYOR NO.2677, DO HEREBY
CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED:

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON
COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9; THENCE
N88°25'18"W ALONG THE NORTH LINE OF SAID SECTION 307.54 FEET; THENCE S15°30'22"W 1243.43 FEET TO THE
POINT OF BEGINNING FOR THE LANDS TO BE HEREIN DESCRIBED; THENCE CONTINUING S15°30'22"W ALONG
THE WESTERLY LINE OF JANESVILLE AVENUE 145.00 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID
CERTIFIED SURVEY MAP; THENCE N74°29'38"W ALONG THE NORTH LINE OF SAID LOT 1 EXTENDED 286.17 FEET
TO AN IRON REBAR MONUMENT; THENCE N29°47'00"E 149.62 FEET TO AN IRON REBAR MONUMENT BEING ON
AN EXTENSION OF THE NORTHERLY LINE OF SAID LOT 2; THENCE S74°29'38"E ALONG SAID EXTENSION OF THE
NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 249.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 38820 SQUARE FEET, MORE OR LESS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED
AND THE DIVISION OF THAT LAND. THAT I HAVE MADE SUCH SURVEY, DIVISION AND MAP BY THE DIRECTION
OF DAVINDER TOOR AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE
WISCONSIN STATUTES IN SURVEYING, DIVIDING AND MAPPING THE SAME.

GIVEN UNDER MY HAND AND SEAL THIS 28TH DAY OF AUGUST, 2025 AT JANESVILLE, WISCONSIN.

Project No. 125 - 274
For: MR.D CARWASH

SHEET 4 OF 4



109 W. MILWAUKEE ST
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www.combssurvey.com

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

City of Fort Atkinson

101 N Main St, Fort Atkinson, WI 53538

Subject: Offer to Purchase City-Owned Property at 1200 Janesville Avenue

September 22, 2025

Dear City of Fort Atkinson,

This letter serves as a formal offer to purchase a portion of city-owned property located at the rear of my property, identified as 1200 Janesville Avenue, Fort Atkinson, WI. The specific area in question amounts to 3,379 square feet. In response to your request to base the purchase price on a per-square-foot cost derived from recent sales of vacant commercial land in the area, I am proposing a purchase price of **\$0.50 per square foot**.

The total offer for the 3,379 square-foot parcel is **\$1,689.50**.

Justification for the Proposed Price

In real estate appraisal, a property's value is determined by its "highest and best use"—the most probable, legally permissible, and financially feasible use for the land. A review of recent land sales in the area shows a wide range of values, demonstrating that the market differentiates based on a parcel's utility. For example, a vacant, prime urban lot in a highly valuable location may sell for over \$20 per square foot, while large, undeveloped agricultural parcels in the county are valued at a much lower rate, sometimes as little as \$0.14 per square foot.

The subject parcel at 1200 Janesville Avenue is currently utilized as a parking lot, a use which encroaches on public land. It is a landlocked remnant that cannot be independently developed, as it lacks street frontage and a conforming shape for new construction. For the City, this parcel is best described as "non-marketable surplus" property—land that has no market value on its own and can only be sold to the abutting property owner. The value of such a parcel is a "contributory value" to the adjacent property, and the sale, in effect, serves to "cure" a pre-existing non-conforming condition.

This valuation is further supported by a relevant precedent from Jefferson County where surplus land was conveyed to a private party via a quit claim deed at a price of approximately \$7,000 per acre, which equates to roughly \$0.16 per square foot.¹

Therefore, a price of **\$0.50 per square foot** is a fair and defensible offer. It is a small fraction of the value of prime, buildable land, but a significant premium over larger agricultural tracks, and provides a premium to the valuation of other low-utility lands in the area. This price

correctly acknowledges the parcel's limited use and lack of independent development

By accepting this offer, the City of Fort Atkinson can successfully dispose of a non-marketable asset in a manner that is both transparent and justifiable and correct a long standing issue with the lot lines of the property. I am prepared to move forward with the formal purchase process, including any required public hearings or administrative steps.

Sincerely,

A handwritten signature in black ink, appearing to read 'Davinder Toor', written in a cursive style.

Davinder Toor
ADAD Carwashes LLC
1200 Janesville Avenue
Fort Atkinson, WI 53538

Sale Cited

1. OFFICIAL PROCEEDINGS OF THE BOARD OF SUPERVISORS JEFFERSON COUNTY WISCONSIN 2023-2024 (pg 52)- Revize, accessed September 15, 2025, <https://cms4files.revize.com/jeffersoncountynew/County%20Board/OFFICIAL%20PROCEEDINGS%20OF%20THE%20BOARD%20OF%20SUPERVISORS%202023-2024.pdf>

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by ~~Buyer~~(Seller) **STRIKE ONE**
9/22/25 and signed by Buyer ADAD CAR WASHES LLC

1 The Offer to Purchase dated _____ is
2 for purchase of real estate at _____
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
5 counter-offer unless incorporated by reference.]
6 **LINES 488-523 SHALL BE STRICKEN. BUYER TO PAY FOR TITLE INSURANCE IF BUYER DESIRES TITLE**
7 **INSURANCE.**

8
9 **LINE 9 AND 10 - PURCHASE PRICE TO BE \$1.50 PER SQUARE FOOT, \$5,068.50.**

10
11 **THIS COUNTER OFFER IS CONTINGENT UPON APPROVAL BY THE CITY COUNCIL AS TO FORM AND**
12 **CONTENT. SAID COUNTER IF SIGNED BY BUYER WOULD BE PRESENTED TO THE CITY COUNCIL IN A**
13 **TIMELY MANNER.**

32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
34 the Counter-Offer on or before 10/2/25 (Time is of the Essence).
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Counter-Offer. **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and**
37 **delivery as provided at lines 33 to 36.**

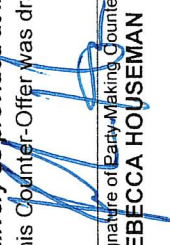
38 This Counter-Offer was drafted by DAVID R. WESTRICK

Licensee and Firm ▲

on 9/25/25

Date ▲

40 Signature of Party-Making Counter-Offer ▲


REBECCA HOUSEMAN

Date ▲

9/26/2025

Signature of Party Making Counter-Offer ▲

Date ▲

42 Signature of Party Accepting Counter-Offer ▲

Date ▲

Signature of Party Accepting Counter-Offer ▲

Date ▲

44 This Counter-Offer was presented by _____ on _____

Licensee and Firm

45
46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____ Date ▲

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference. Provisions
48 incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the lines containing the
49 provision. In transactions involving more than one Counter-Offer, the Counter Offer referred to should be clearly specified. **NOTE: Number this**
50 **Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc. ATTACH THIS COUNTER-OFFER TO**
51 **THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER**



· Land Surveying
· Land Planning
· Civil Engineering

SEPTEMBER 18, 2025

TO: City of Fort Atkinson

RE: Legal Description

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM,
CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF
CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887;
THENCE S29°47'00"W 149.62 FEET ALONG THE WESTERLY LINE OF SAID LOT 2; THENCE
N74°29'38"W 23.30 FEET; THENCE CONTINUING N29°47'00"E 149.62 FEET; THENCE
S74°29'38"E 23.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 3379 SQUARE FEET

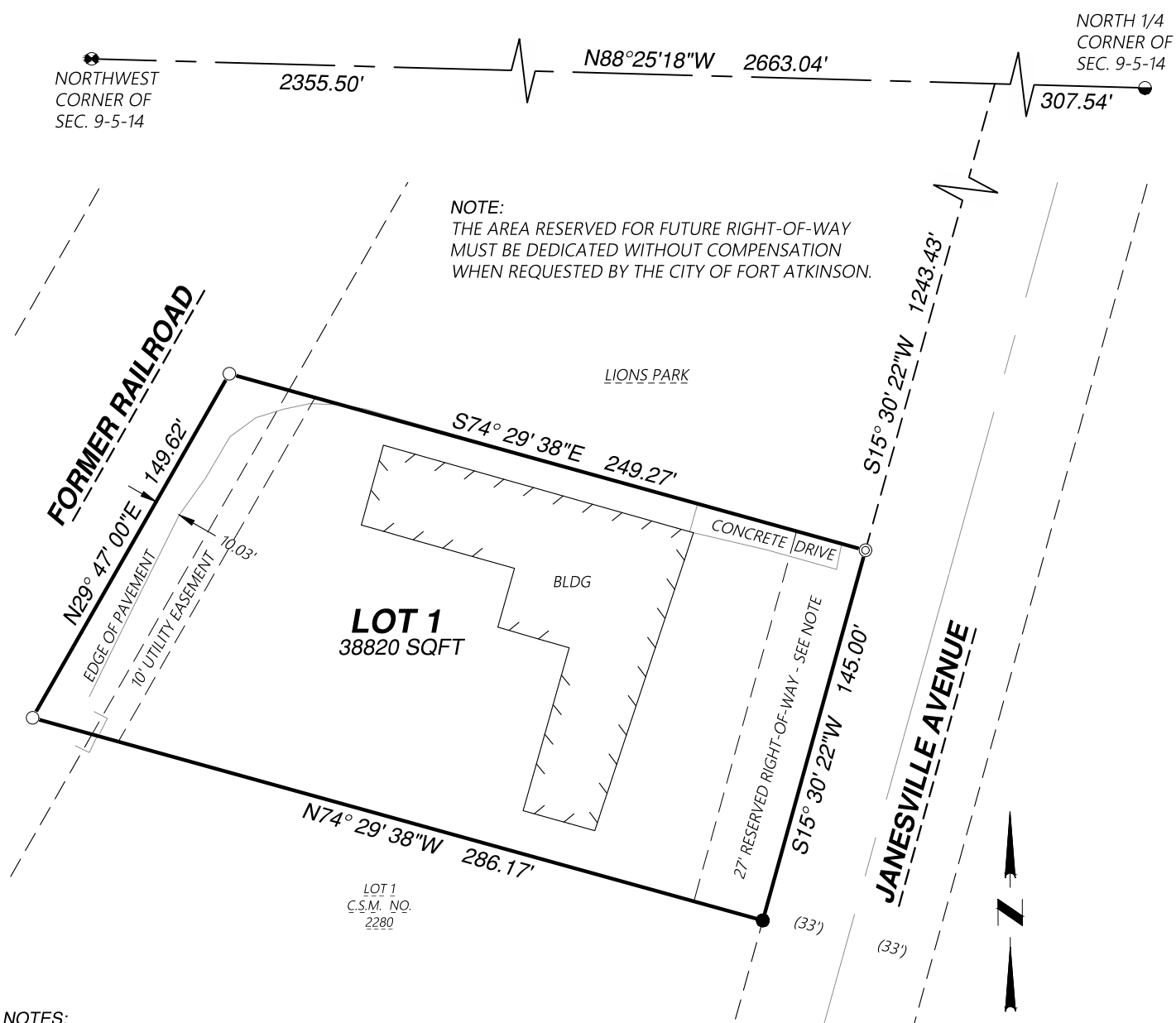
Project No. 125-274-for-Mr.D's CARWASH

CERTIFIED SURVEY MAP NO. _____

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

LEGEND

- FOUND 3/4" IRON PIN
- ⊙ FOUND 1" IRON PIPE
- ⊗ FOUND ALUMINUM MONUMENT
- FOUND SURVEY SPIKE
- SET IRON REBAR, 3/4"x 24", (1.5 LBS./LIN.FT.)



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

ADAD CAR WASHES, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE
OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO
BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON. IN WITNESS WHEREOF, THE SAID ADAD CARWASHES, LLC

HAS CAUSED THESE PRESENTS TO BE SIGNED BY

DAVINDER TOOR ITS OWNER

AT _____, _____
(CITY) (STATE)

X _____
(SIGNATURE)

STATE OF WISCONSIN} COUNTY OF _____} SS. PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____,

DAVINDER TOOR, ITS OWNER OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED
THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICERS OF SAID CORPORATION, AND ACKNOWLEDGED
THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION BY ITS
AUTHORITY.

NOTARY PUBLIC, _____ COUNTY, WISCONSIN X _____

MY COMMISSION EXPIRES _____



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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JANESVILLE, WI 53548
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CERTIFIED SURVEY MAP NO. _____

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS
DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE
NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT
ATKINSON, JEFFERSON COUNTY, WISCONSIN.

CITY OF FORT ATKINSON APPROVAL

APPROVED FOR RECORDING PER CITY OF FORT ATKINSON PLAN COMMISSION ACTION

OF _____ AND CITY OF FORT ATKINSON COMMON COUNCIL ACTION

OF _____.

AUTHORIZED SIGNATURE X _____

Project No. 125 - 274
For: MR.D CARWASH, LLC

SHEET 3 OF 4



109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combssurvey.com

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

CERTIFIED SURVEY MAP

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN} COUNTY OF ROCK } SS. I, RYAN M. COMBS, PROFESSIONAL LAND SURVEYOR NO.2677, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED:

OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2280 RECORDED AS DOCUMENT NUMBER 853887 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 9, T.5N., R.14E., OF THE 4TH PM, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9; THENCE N88°25'18"W ALONG THE NORTH LINE OF SAID SECTION 307.54 FEET; THENCE S15°30'22"W 1243.43 FEET TO THE POINT OF BEGINNING FOR THE LANDS TO BE HEREIN DESCRIBED; THENCE CONTINUING S15°30'22"W ALONG THE WESTERLY LINE OF JANESVILLE AVENUE 145.00 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP; THENCE N74°29'38"W ALONG THE NORTH LINE OF SAID LOT 1 EXTENDED 286.17 FEET TO AN IRON REBAR MONUMENT; THENCE N29°47'00"E 149.62 FEET TO AN IRON REBAR MONUMENT BEING ON AN EXTENSION OF THE NORTHERLY LINE OF SAID LOT 2; THENCE S74°29'38"E ALONG SAID EXTENSION OF THE NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 249.27 FEET TO THE POINT OF BEGINNING. CONTAINING 38820 SQUARE FEET, MORE OR LESS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND. THAT I HAVE MADE SUCH SURVEY, DIVISION AND MAP BY THE DIRECTION OF DAVINDER TOOR AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, DIVIDING AND MAPPING THE SAME.

GIVEN UNDER MY HAND AND SEAL THIS 28TH DAY OF AUGUST, 2025 AT JANESVILLE, WISCONSIN.