



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, DECEMBER 2, 2025 – 7:00 PM  
CITY HALL – SECOND FLOOR**

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

Meeting ID: 864 8395 3124

Passcode: 53538

Dial by Location

+1 312 626 6799

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

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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 November 18, 2025 City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
  - b. Review and possible action on a **Special Event: Farmers Market Holiday Shop Hop**, Saturday, December 6, 2025, 9:00 am - 3:00 pm (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**

## **8. Resolutions and Ordinances**

- a. Review and possible action relating to a **Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$7,000,000 General Obligation Promissory Notes** (Houseman, City Manager)

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

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

## **10. Unfinished Business**

## **11. New Business**

- a. Review and possible action relating to the purchase of **DS300 Ballot Tabulators** for Elections (Ebbert, Clerk/Treasurer/Finance Director)
- b. Review and possible action relating to the purchase of **Gymnasium Floor Covering** for Elections (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to **Construction Administration Services fees** for the 2025 water relay and road rehabilitation project (Navin, Director of Public Works)
- d. Review and possible action relating to a contract for construction administration services with MSA for the **2026 S. Main Pedestrian Path Project** (Navin, Director of Public Works)
- e. Review and possible action relating to **Police Department squad car purchase, equipment and upfitting order for 2026** (Bump, Police Chief)
- f. Review and possible action relating to the repair of the **Fire Department heating and ventilation system** at a cost not to exceed \$9,865 (Peterson, Fire Chief)

## **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: November 25, 2026*

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

*Visit us online! City news and information can be found at [www.fortatkinsonwi.gov](http://www.fortatkinsonwi.gov), and be sure to follow us on Facebook @FortAtkinsonWI.*

[IGNORE\_INDENT]



**CITY COUNCIL MEETING  
IN PERSON AND VIA ZOOM  
TUESDAY, NOVEMBER 18, 2025 – 7:00 PM  
CITY HALL – SECOND FLOOR**

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**MINUTES**

**1. Call meeting to order**

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

**2. Roll call**

Present: Cm. Huckabee, Cm. Johnson, Cm. Lescohier, Cm. Schultz and President Jaeckel. Also present: City Manager, City Clerk/Treasurer/Finance Director, Director of Public Works, Director of Neighborhood Services, City Attorney, Police Chief, Public Works Superintendent and Library Director.

**3. Pledge of Allegiance**

President Jaeckel led the Pledge of Allegiance.

**4. Consent Agenda**

Cm. Johnson moved, seconded by Huckabee to approve the Consent Agenda as presented items #4.a. to #4.f. Motion carried.

- a. *Review and possible action relating to the **minutes of the November 4, 2025, City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- b. *Review and possible action relating to the **minutes of the November 4, 2025, Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- c. *Review and possible action relating to the **minutes of the November 5, 2025 Police and Fire Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- d. *Review and possible action relating to **building, plumbing, and electrical permit report for October** (Draeger, Director of Neighborhood and Building Services)*
- e. *Review and possible action relating to the City Clerk-issued **License and Permit Report for November** (Ebbert, Clerk/Treasurer/Finance Director)*
- f. *Review and possible action relating to **City Sewer, Water, and Stormwater Utility Financial Statements as of October 31, 2025** (Ebbert, Clerk/Treasurer/Finance Director)*

**5. Public Hearings**

None.

## 6. Public Comment for Matters on the Agenda

David Frigo, 409 Milo Street - spoke on the resolution for annual garbage and recycling fee. He stated some residents are unhappy and asked for more information to be made available.

John Hausz, 104 Jefferson Street - would like the Council to not approve the budget until answers can be provided by supervisors. He noted various pages and asked about specific line item amounts.

Adam Thompson, 365 Ramesh Avenue - spoke on the resolution for annual garbage and recycling fee. He supports the Council adopting the Resolution.

## 7. Petitions, Requests, and Communications

### a. Artist recognition, Marcus Tauch (Houseman, City Manager)

Manager Houseman shared appreciation for artist, Marcus Tauch. No action was taken.

## 8. Resolutions and Ordinances

### a. Review and possible action relating to a Resolution approving an **annual garbage and recycling fee** for properties and customers receiving the service to be placed on the property tax bill in the City of Fort Atkinson, Jefferson County, Wisconsin (Houseman, City Manager)

Manager Houseman refreshed that the City Council took action at the meeting on August 5, 2025, to approve a proposal from John's Disposal for curbside garbage and recycling collection services starting on January 1, 2026. The proposal included a five-year contract, which renews automatically unless either party terminates. The initial cost of the contract is \$19.25 per unit per month. With an estimated number of units receiving service of 3,959, that equates to \$914,529 per year or \$231.00 per unit per year. The special charge will be on the 2025 tax bill, payable in 2026, for services to be rendered in 2026. If the City Council chooses to remove this service from the tax levy, then State Statutes require the City to reduce the property tax levy by the amount equivalent to the cost of the garbage collection fees from the 2013 levy (2014 budget), or roughly \$506,236. The proposed cost per unit for the curbside garbage and recycling collection service is \$231.00 and is included in the 2026 Fee Schedule, which is on the agenda for possible action.

Lescohier moved, seconded by Johnson to approve the resolution adding an annual garbage and recycling fee for properties and customers receiving the service to be placed on the property tax bill in the City of Fort Atkinson. Motion carried.

### b. Review and possible action relating to a **Resolution Adopting the 2026 Annual Budget and Setting the Property Tax Levy for the City of Fort Atkinson, Jefferson County, Wisconsin** (Houseman, City Manager)

Manager Houseman presented the City of Fort Atkinson 2026 Operating Budget, the 2026

Capital Improvements Project (CIP) budget, and the 2027-2031 CIP Plan for possible action by the City Council. The proposed budget document is posted separately on the City's website for review. As outlined in the budget resolutions, the total necessary levy needed to support the City's 2026 operations is \$9,344,051, including the TIDs. The total assessed value of the property within the City is \$1,305,311,000, which equates to a City Mill Rate of \$7.16 per \$1,000 of assessed property value. The total necessary levy needed to support the City, Jefferson County, the Fort Atkinson School District, and the Madison Area Technical College District in 2026 is \$27,616,963.73, which equates to an overall Mill Rate of \$21.16 per \$1,000 of assessed property value. Note that this does not include the school levy tax credit, which can reduce the overall mill rate by up to \$2.15 per \$1,000 of value.

Cm. Huckabee moved, seconded by Cm. Johnson, to amend the 2026 annual budget by striking the new full-time Building & Facilities Manager position in the Department of Building and Neighborhood Services with directions to start to return in 2027 with a phased-in or alternative plan utilizing sharing services, contractors and/or a part-time position.

Cm. Huckabee stated, yes we have a reduction in the levy and with the class and compensation study and adding another full-time permanent ongoing position, I think that is a lot to ask in a year. When this role was first presented with an overview of the responsibilities of this position, I can see where it is going to be a very valuable position to ensure the longevity and condition of the facilities. But as I was digging into this and asked for more information specifically who's been historically responsible, for these tasks, it became clear to me that the facility maintenance does not seem to have a scheduled, prioritized or unified system of plan maintenance. My perception is that it has been a bit more reactive instead of a proactive system, which I know this new position would absolutely get us to be more proactive, which will be a very good thing. But I'd like to see the Staff take the next year to come up with a standard workflow and plan maintenance schedules that can be applied to the respective facilities, concentrating on how efficiencies can be implemented using our existing department managers with delegation and staff. If the budget is approved tonight, the implementation of the classification and compensation adjustments will go into effect 2026. Adding this new and permanent manager in the same year as implementing those changes which are well deserved and I am in full support of, feels like asking a bit to much of our residents in a single year. We're in a good position to wait on this, as a lot of our facilities have undergone major repairs already or are newly constructed. I'm not feeling the urgency on this position and look forward to hearing from my fellow council members.

Cm. Johnson asked if we have a prospective person for this position. Manager Houseman stated we have a draft job description, but not a finalized one, and we do not plan on hiring for this position until 2026. One of the reasons department managers don't have a proactive approach to facility management right now is because they are busy working on the operations of their departments and trying to also manage their facilities at the same

time. It would be beneficial for all facility managers, police chief, fire chief, superintendents of public works operations, museum and library directors. It would be very challenging to add a goal like that to their already full plate for 2026. There is a reason we are asking for this position, and that is because they are not able to get that proactive work done under the current staffing.

Cm. Lescohier stated he jotted numbers down through the budget presentation: 38 rooftops with 11 HVAC systems and in total \$126 million in building assets. I think this position is well justified. I think expecting the Library, Museum Directors or Police Chief to get up on a rooftop and maintain things in the past, Wastewater Superintendent to care for those buildings is not a strong strategy to stay on top of maintenance. Staff has done a tremendous job caring for the buildings, but it takes a ton of time away from what they are hired to do when something goes wrong, and things do go wrong in newer or aging buildings. I think this position is justified.

President Jaeckel added that he was hesitant in the beginning when this position was presented, but from his first term here, he pushed to get the municipal building roof repaired. Just last month, the senior center roof was repaired. This is where this position is going to help, hopefully by extending the lifetime of these buildings. We just put up a very nice DPW building and that was due to lack of maintenance for over 50 years. I feel like this is a good position to be moving forward and looking to add to the team.

President Jaeckel took a vote on the motion. Motion failed 2-3, Huckabee and Johnson in favor and Jackel, Schultz, and Lescohier against.

Cm. Lescohier moved, seconded by Cm. Schultz to adopt Resolution Adopting the 2026 Annual Budget and Setting the Property Tax Levy for the City of Fort Atkinson, Jefferson County, Wisconsin. Motion carried unanimously.

- c. *Review and possible action relating to a **Resolution Confirming the Total Levy for Taxing Jurisdictions in the City of Fort Atkinson and Determining the Mill Rate** (Houseman, City Manager)*

Cm. Schultz moved, seconded by Cm. Johnson to adopt Resolution Confirming the Total Levy for Taxing Jurisdictions in the City of Fort Atkinson and determining the Mill Rate, Jefferson County Wisconsin. Motion carried unanimously.

- d. *Review and possible action relating to a **Resolution establishing the 2026 Schedule of Fees for the City of Fort Atkinson, Jefferson County** (Houseman, City Manager)*

Cm. Huckabee moved, seconded by Cm. Johnson to adopt Resolution establishing the 2026 Schedule of Fees for the City of Fort Atkinson, Jefferson County. Motion carried unanimously.

## **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**

None.

**12. Miscellaneous**

None.

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

John Hausz, 104 Jefferson Street - spoke on an invasive species conference in Milwaukee.

**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)*  
Cm. Schultz moved, seconded by Cm. Huckabee to approve the list of Verified Claims as presented. Motion carried unanimously.

**15. Adjournment**

Cm. Schultz moved, seconded by Cm. Johnson to adjourn. Meeting adjourned at 7:57 pm.

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



## MEMORANDUM

**DATE:** December 2, 2025

**TO:** Fort Atkinson City Council

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

**RE:** Review and possible action on a Special Event: Farmers Market Holiday Shop Hop, Saturday, December 6, 2025, 9:00 am - 3:00 pm (Ebbert, Clerk/Treasurer/Finance Director)

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### BACKGROUND

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

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

### DISCUSSION

#### Fort Atkinson Farmers Market

**Event:** Fort Atkinson Farmer's Market Holiday Shop Hop

**Date:** Saturday, December 6, 2025

**Location:** Municipal Building, Community Center, BASE Building, The First United Congregational Church, The St Peter's Episcopal Church, and the Chamber of Commerce.

**Transportation:** Service Van provided by TLC Transport Services LLC

**Contact Person:** Aimee Leonard; [fortfarmersmarket@gmail.com](mailto:fortfarmersmarket@gmail.com)

**Hours of Event:** 9:00am - 3:00pm

**Set up:** 7:00-9:00am

**Tear down:** 3:00-5:00pm

**Estimated Number of Attendees:** 1000

**Insurance:** Fort Atkinson Farmers Market and TLC Transport Services

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 **Special Event: Farmers Market Holiday Shop Hop**, Saturday, December 6, 2025, from 9:00 AM - 3:00 PM.

**ATTACHMENTS**

- 1. HOLIDAY SHOP HOP APP 12.6.25
- 2. TLC Transport Services LLC Insurance Policy
- 3. Fort Atkinson Farmer's Market Insurance Policy



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

Name of Business/Group Organizing Event: **Fort Atkinson Farmers Market**

Contact Person for Event: **Aimee Leonard**

Phone Number: \_\_\_\_\_ Email: **FortFarmersMarket@gmail.com**

Day of Event Contact Person (if different from above): \_\_\_\_\_ Phone: **262 716 7774** Email: \_\_\_\_\_

**Special Event Details**

Event Name: **Fort Atkinson Farmers Market Holiday Shop Hop**

Event Date (mm/dd/yyyy): **12/6/25**

Event Location: **Multiple Locations Throughout Fort Atkinson (see description space)**

Estimated Number of Attendees: **70 vendors 1000 guests** Hours of Event: **9am-3pm**

Event Setup Time: **7am** Event Tear Down Time: **3pm-5pm**

Event Description: **The annual Holiday Market Shop Hop is held indoors between various Fort Atkinson Venues including the Municipal Building, The Fort Atkinson Community Center Clubhouse, The B.A.S.E Building, The First United Congregational Church, and The St. Peter's Episcopal Church, and the Chamber of Commerce. All items for sale at the event are handmade or locally produced.**

Goal/Purpose of Event: **To support the local community by drawing in tourism, to provide family friendly holiday entertainment/cheer, and provide local entrepreneurs of handmade or locally produced wares a safe and accessible space to connect with potential clients.**

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:



I will be having music

(inside venues only!)

(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: 9

End Time of Music: 3



I will be closing a street(s)\*

Barricades can be provided by Public Works upon request

\* Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity



I will be selling beer and/or wine\*

Alcohol license and licensed bartender(s) required. Contact City Clerk (920) 397-9901 prior to submitting this application.

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



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

\*Event coordinator is responsible for ensuring that the temporary structure is safely installed. Event Coordinator is required to contact Diggers Hotline at least 4 business days prior to the event. Diggershotline.com, 1-800-242-8511



I am having a walk/race\*

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

**By signing, I agree to the following statements:**

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

Responsible Party Signature:



Submission Date: 11/19/2025

**For Office Use Only:**

Date Received: \_\_\_\_\_

Date Paid: \_\_\_\_\_

Council Approval / Denial Date: \_\_\_\_\_

Date applicant notified of Council action and any event stipulations: \_\_\_\_\_

Event Stipulations:



**All Holiday Market Locations are designated with a star.**

**The trolley service being used this year is an actual service van, not a tractor. Thus, there should be NO significant impact on traffic patterns.**

**The Market has NO additional needs/requests at this time: no rental equipment, no police presence, no cones or barricades, etc.**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/20/2025

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

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

<b>PRODUCER</b> Day Insurance Agency 904 Madison Ave  Fort Atkinson WI 53538	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> (920) 563-5872	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> SECURA Insurance Companies		22543
<b>INSURER B:</b> _____		
<b>INSURER C:</b> _____		
<b>INSURER D:</b> _____		
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		


**INSURED**  
 Fort Atkinson Farmers Market  
 Po Box 342  
 Milton WI 53563  
 (920) 397-9070

**COVERAGES**      **MW**      **CERTIFICATE NUMBER:** Cert ID 23348 (1)      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			CP3441187	06/18/2025	06/18/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
								\$
								\$

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

<b>CERTIFICATE HOLDER</b>  City of Fort Atkinson  101 N Main Street  Fort Atkinson WI 53538	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## MEMORANDUM

**DATE:** December 2, 2025

**TO:** Fort Atkinson City Council

**FROM:** Rebecca Houseman, City Manager

**RE:** Review and possible action relating to a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$7,000,000 General Obligation Promissory Notes (Houseman, City Manager)

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### BACKGROUND

Since 2022, the City has been on an every-other-year borrowing cycle. Prior to this, City borrowings were done on a project-by-project basis without planning for the long-term impact of current and future potential debt service payments. Under the new cycle, the City has borrowed in 2022 and 2024, and plans to borrow approximately \$7,000,000 in 2026 for capital projects and purchases in 2026 and 2027, as outlined in the approved 2026 budget and 2026-2031 capital improvements plan.

Note that \$3.5M of the total is the refinancing of the 2024 Note Anticipation Note, Series 2024B, which was borrowed in 2024 to pay for the Ridge View Estates subdivision infrastructure, and will be repaid through the increment generated in TID #9. \$3.4M is to support the projects and purchases listed in Section I (Debt Service) in the adopted 2026 budget for 2026 and 2027 and included in the attached spreadsheet. Note that the \$3.4M in debt will be repaid through the City's tax levy and Water Utility fund.

### DISCUSSION

The attached resolution, prepared by the City's Bond Counsel, establishes the parameters around the sale of the bonds to fund the projects and purchases. The resolution outlines that the total bonded amount represents both those for projects in the City's 2026-2027 CIP and refunding the obligations already approved by the City Council in 2024 at an anticipated better interest rate. There are certain efficiencies to be gained by combining these two borrowings, including a better interest rate for more debt packaged together and singular costs for borrowing (bond counsel and financial advisors).

### FINANCIAL ANALYSIS

The City's Financial Advisor will present information relating to the structure of the proposed borrowing as well as the purpose and timeline; the financing plan; and the City's borrowing capacity at the meeting on December 2nd.

**RECOMMENDATION**

Staff recommends the City Council adopt the Resolution authorizing the issuance and establishing the parameters for the sale of not to exceed \$7,000,000 General Obligation Promissory Notes.

**ATTACHMENTS**

1. 2026-2027 Proposed Borrowing
2. Fort Atkinson C of - 26 GOPNs - Parameters Resolution
3. Timeline City of Fort Atkinson GOPNs

City of Fort Atkinson Proposed 2026/2027 Borrowing						
Project/Purchase Link to Council Meeting/Memos	Year Funds Needed	Term	Levy/General Fund	TID #9	Water	Total
<a href="#">Ambulance - Foster Coach Sales Council approved 09172024</a>	2026	10	\$ 378,948.00			\$ 378,948.00
Ambulance - Equipment. (Noted on the Council memo but not specifically approved) Patient cot, CPR device, patient stair chair, EKG	2026	10	\$ 129,395.00			\$ 129,395.00
Fire - Battalion Vehicle	2026	10	\$ 128,000.00			\$ 128,000.00
Fire - Zodiac Boat (replacement of leaking jon boat)	2027	10	\$ 14,000.00			\$ 14,000.00
Fire - PPE Dryer	2027	10	\$ 8,000.00			\$ 8,000.00
Refinance of 2024 Note (TID #9)	2026	20	\$ -	\$ 3,510,000.00		\$ 3,510,000.00
Municipal Building - exterior ramps (ADA compliance)	2026	20	\$ 22,000.00			\$ 22,000.00
Police Squads (1 in 2026, 1 in 2027)	2026	10	\$ 144,000.00			\$ 144,000.00
Police Department - HVAC/Boiler	2026	20	\$ 90,000.00			\$ 90,000.00
Replacement Generator - Police Department	2026	20	\$ 84,000.00			\$ 84,000.00
UPS Battery Replacement - Police Department	2027	10	\$ 65,000.00			\$ 65,000.00
Electrical - Replacement of Bucket Truck	2026	20	\$ 170,000.00			\$ 170,000.00
Parks - F250 Replacement Truck	2027	10	\$ 55,000.00			\$ 55,000.00
PW - Operations- Volvo 130 E Wheeled Excavator w Grapple	2026	20	\$ 235,000.00			\$ 235,000.00
PW - Operations - Single Axle with Wing Plow and Salter	2026	20	\$ 230,000.00			\$ 230,000.00
2027 Water Main/Road Construction	2027	20	\$ 1,150,000.00		\$ 500,000.00	\$ 1,650,000.00
			<b>\$ 2,903,343.00</b>	<b>\$ 3,510,000.00</b>	<b>\$ 500,000.00</b>	<b>\$ 6,913,343.00</b>

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE ISSUANCE AND  
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO  
EXCEED \$7,000,000 GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin (the "City") hereby finds and determines that it is necessary, desirable and in the best interest of the City to raise funds for public purposes, including paying the cost of projects included in the City's 2026-2027 capital improvement plan (the "Project");

WHEREAS, the City Council hereby further finds and determines that it is necessary, desirable and in the best interest of the City to raise funds to pay the cost of refinancing certain outstanding obligations of the City, specifically, the Note Anticipation Notes, Series 2024B, dated March 1, 2024 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the City Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance its outstanding obligations;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell such general obligation promissory notes (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase proposal to the City (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the City Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to the City Manager or the City Clerk/Treasurer/Finance Director (each, an "Authorized Officer") the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Approving Certificate").

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

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed SEVEN MILLION DOLLARS (\$7,000,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 16 of this Resolution, the City Manager and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of not to exceed SEVEN MILLION DOLLARS (\$7,000,000). The purchase price to be paid to the City for the Notes shall not be less than 97.25% of the principal amount of the Notes and the difference between the initial public offering price of the Notes provided by the Purchaser and the purchase price to be paid to the City by the Purchaser shall not exceed 2.75% of the principal amount of the Notes, with an amount not to exceed 1.25% of the principal amount of the Notes representing the Purchaser's compensation.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of up to \$7,000,000; shall be dated as of their date of issuance, which shall be on or after February 1, 2026 if there is a February 1, 2046 maturity; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$400,000 per maturity or mandatory redemption amount; that a maturity or mandatory redemption payment may be eliminated if the amount of such maturity or mandatory redemption payment set forth in the schedule below is less than or equal to \$400,000; and that the aggregate principal amount of the Notes shall not exceed \$7,000,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$7,000,000.

<u>Date</u>	<u>Principal Amount</u>
February 1, 2028	\$250,000
February 1, 2029	285,000
February 1, 2030	365,000
February 1, 2031	385,000
February 1, 2032	400,000
February 1, 2033	410,000
February 1, 2034	425,000
February 1, 2035	450,000
February 1, 2036	475,000
February 1, 2037	375,000
February 1, 2038	390,000
February 1, 2039	410,000
February 1, 2040	425,000
February 1, 2041	450,000
February 1, 2042	465,000
February 1, 2043	485,000
February 1, 2044	175,000
February 1, 2045	180,000
February 1, 2046	200,000

Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2027, or on such other date approved by the Authorized Officer in the Approving Certificate. The true interest cost on the Notes shall not exceed 5.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth in the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth in an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2026 through 2045 for the payments due in the years 2027 through 2046 in the amounts as are sufficient to meet the principal and interest payments when due. The amount of tax levied in the year 2026 shall be the total amount of debt service due on the Notes in the years 2026, if any, and 2027; provided that there is debt service due on the Notes in 2026 and that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Notes in the year 2026.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. To the extent necessary, if any, the City hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay interest on the Notes coming due in 2026, if any, as may be set forth in an attachment to the Approving Certificate labeled as Schedule III.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes - 2026" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the City Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Notes or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent or Mandatory Redemption Agent. The principal of and interest on the Notes shall be paid by the City Clerk/Treasurer/Finance Director (the "Fiscal Agent"). If deemed necessary, the City hereby authorizes the City Manager and City Clerk or other appropriate officers of the City to enter into either a fiscal agency agreement or mandatory redemption agreement with a financial institution to be named in the Approving Certificate.

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Manager and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the City Manager and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes and the redemption date for the Refunded Obligations, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 17. Official Statement. The City Council hereby directs the Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the City Manager and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on such date approved by the Authorized Officer in the Approving Certificate that is not more than 90 days after the date of issuance of the Notes at a price of par plus accrued interest to the date of redemption subject to final approval by the Authorized Officer as evidenced by the execution of the Approving Certificate.

The City hereby directs the City Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit C and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth in the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The City Manager and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the City Manager and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded December 2, 2025.

\_\_\_\_\_  
Rebecca Houseman  
City Manager

ATTEST:

\_\_\_\_\_  
Michelle A. Ebbert  
City Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned [City Manager] [City Clerk/Treasurer/Finance Director] of the City of Fort Atkinson, Jefferson County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On December 2, 2025, the City Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$7,000,000 General Obligation Promissory Notes of the City (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

3. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Note Purchase Agreement between the City and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$\_\_\_\_\_, which is not more than the \$7,000,000 approved by the Resolution, and shall mature on February 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than \$400,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
February 1, 2028	\$250,000	\$ _____
February 1, 2029	285,000	_____
February 1, 2030	365,000	_____
February 1, 2031	385,000	_____
February 1, 2032	400,000	_____
February 1, 2033	410,000	_____
February 1, 2034	425,000	_____
February 1, 2035	450,000	_____
February 1, 2036	475,000	_____
February 1, 2037	375,000	_____
February 1, 2038	390,000	_____
February 1, 2039	410,000	_____
February 1, 2040	425,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
February 1, 2041	\$450,000	\$ _____
February 1, 2042	465,000	_____
February 1, 2043	485,000	_____
February 1, 2044	175,000	_____
February 1, 2045	180,000	_____
February 1, 2046	200,000	_____

The true interest cost on the Notes is \_\_\_\_\_%, which is not in excess of 5.00%, as required by the Resolution.

4. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$\_\_\_\_\_, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 97.25% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price of the Notes provided by the Purchaser (\$\_\_\_\_\_) and the purchase price to be paid to the City by the Purchaser (\$\_\_\_\_\_) is \$\_\_\_\_\_, or \_\_\_\_\_% of the principal amount of the Notes, which does not exceed 2.75% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation is \$\_\_\_\_\_, or not more than 1.25% of the principal amount of the Notes.

5. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.] [The Notes maturing on February 1, \_\_\_\_\_ and thereafter are subject to redemption prior to maturity, at the option of the City, on February 1, \_\_\_\_\_ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth in an attachment hereto as Schedule MRP and incorporated herein by this reference.]

6. [Payment of the Notes; [Fiscal Agent;] [Mandatory Redemption Agent]. Pursuant to Section 12 of the Resolution, Associated Trust Company, National Association is named [fiscal] [mandatory redemption] agent for the Notes.]

7. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

8. Redemption of the 2024B Notes. In the Resolution, the City Council authorized the redemption of the Note Anticipation Notes, Series 2024B, dated March 1, 2024 (the "2024B Notes") and granted me the authority to determine the redemption date. The 2024B Notes shall be redeemed on \_\_\_\_\_, which is not more than 90 days after the date of issuance of the Notes.

9. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes, redemption date for the 2024B Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on \_\_\_\_\_, 20\_\_\_\_ pursuant to the authority delegated to me in the Resolution.

[\_\_\_\_\_  
Rebecca Houseman  
City Manager]

**OR**

[\_\_\_\_\_  
Michelle A. Ebbert  
City Clerk/Treasurer/Finance Director]

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

The Notes due on February 1, \_\_\_\_, \_\_\_\_ and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on February 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on February 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on February 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on February 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on February 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	JEFFERSON COUNTY	
NO. R- _____	CITY OF FORT ATKINSON	\$ _____
	GENERAL OBLIGATION PROMISSORY NOTE	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
February 1, _____	_____	_____ %	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Fort Atkinson, Jefferson County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on [February 1, 2027] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by [the City Clerk/Treasurer/Finance Director] [Associated Trust Company, National Association] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$ \_\_\_\_\_, all of which are of like tenor, except as to denomination, interest rate [ , redemption provision ] and maturity date, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of projects included in the City's 2026-

2027 capital improvement plan; and refunding certain outstanding obligations of the City, as authorized by a resolution adopted on December 2, 2025, as supplemented by an Approving Certificate, dated \_\_\_\_\_, \_\_\_\_\_ [(the "Approving Certificate")] (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the City Council for said date.

[This Note is not subject to optional redemption.]

[The Notes maturing on February 1, \_\_\_\_\_ and thereafter are subject to redemption prior to maturity, at the option of the City, on February 1, \_\_\_\_\_ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.]

[The Notes maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

[In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.]

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the City Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes [(i)] after the Record Date[, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Fort Atkinson, Jefferson County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified City Manager and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF FORT ATKINSON  
JEFFERSON COUNTY, WISCONSIN

By: \_\_\_\_\_  
Rebecca Houseman  
City Manager

(SEAL)

By: \_\_\_\_\_  
Michelle A. Ebbert  
City Clerk

COPY

[Date of Authentication: \_\_\_\_\_, \_\_\_\_\_.]

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Fort Atkinson, Jefferson County, Wisconsin.

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION

By \_\_\_\_\_  
Authorized Signatory]

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

EXHIBIT C

NOTICE OF FULL CALL\*

Regarding

CITY OF FORT ATKINSON  
JEFFERSON COUNTY, WISCONSIN  
NOTE ANTICIPATION NOTES, SERIES 2024B,  
DATED MARCH 1, 2024 (the "Notes")

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the City for prior payment on \_\_\_\_\_, \_\_\_\_ at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
February 1, 2027	\$3,500,000	5.00%	346748QB5

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before \_\_\_\_\_, \_\_\_\_.

Said Notes will cease to bear interest on \_\_\_\_\_, \_\_\_\_.

By Order of the  
City Council  
City of Fort Atkinson  
City Clerk

Dated \_\_\_\_\_

\_\_\_\_\_  
\* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to \_\_\_\_\_, \_\_\_ and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).



**CITY OF FORT ATKINSON**  
**GENERAL OBLIGATION PROMISSORY NOTES**  
*Tentative Financing Timetable*  
 As of September 11, 2025\*

November 2025							December 2025							January 2026							February 2026								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
						1		1	2	3	4	5	6							1	2	3	1	2	3	4	5	6	7
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14		
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21		
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28		
23	24	25	26	27	28	29	28	29	30	31	25	26	27	28	29	30	31												
30																													

Monday, November 3, 2025.....	Official Statement Disclosure Questionnaire sent to the City for the preparation of the Preliminary Official Statement ("POS").
Monday, November 17, 2025.....	Requested information due to Baird from the City. Preliminary numbers due.
Monday, November 24, 2025.....	Draft POS available to Support Banker/Banker for internal review. Draft POS to S&P Global Ratings ("S&P").
Tuesday, December 2, 2025.....	Baird presentation to Council. "Not to Exceed" Parameters Resolution(s) adopted.
Thursday, December 4, 2025.....	Comments on draft POS due from Banker. Updated draft POS forwarded to Bond Counsel and the City for review.
Thursday, December 11, 2025.....	Comments on draft POS received from Bond Counsel and the City. Updated draft POS forwarded to the City, Banker and S&P.
Week of December 15, 2025.....	S&P rating due diligence call.
Wednesday, January 7, 2026.....	S&P rating report received.
Monday, January 12, 2026.....	Baird due diligence call.
Tuesday, January 13, 2026.....	POS distribution.
Week of Tuesday, January 20, 2026.....	Tentative Notes sale when ready and timing is optimal. Authorized Officer(s) sign Approving Certificate.
Tuesday, February 10, 2026.....	Settlement Date.

*\*Baird will be closed on Thursday, November 27, 2025 in observance of Thanksgiving Day, Thursday, December 25, 2025 in observance of Christmas Day, Thursday, January 1, 2026 in observance of New Year's Day and Monday, January 19, 2026 in observance of Martin Luther King Jr. Day.*



## MEMORANDUM

**DATE:** December 2, 2025

**TO:** Fort Atkinson City Council

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

**RE:** Review and possible action relating to the purchase of DS300 Ballot Tabulators for Elections (Ebbert, Clerk/Treasurer/Finance Director)

---

### BACKGROUND

Elections in the State of Wisconsin are conducted at the local level. The proper use and security of voting equipment is integral to ensuring accuracy and maintaining voter confidence in the electoral process. Voting equipment accuracy and security has long been an issue of extreme importance for both election officials and voters. Elector confidence in the equipment used to count votes is an aspect of election administration that continues to grow in significance. Careful execution and documentation of the procedures will alleviate many concerns, ensuring that the voting equipment used is reliable and accurate.

In the State of Wisconsin, not every municipality uses the same type of voting equipment. State law grants a certain amount of leeway relating to the use of voting equipment, with decisions ultimately up to the County and Municipal Clerks. Before any voting equipment system can be marketed or sold in Wisconsin, the manufacturer must gain federal certification through a testing 141 process administered by the U.S. Elections Assistance Commission (EAC). Following receipt of federal certification, voting equipment manufacturers must also obtain approval from the Wisconsin Elections Commission before making a system available for sale in the State of Wisconsin.

### DISCUSSION

Jefferson County has traditionally offered financial support for the purchase of tabulating equipment. The current tabulators, DS200s, were initially purchased by Jefferson County in 2012. In August 2025, staff was notified by the Jefferson County Clerk's office of the need to upgrade these tabulators. The new machines, DS300s, provide enhancements to processing, security, and stability.

Faster processing speeds will enhance the following tasks:

- Startup
- Election Loading

- Poll Opening
- Ballot Scanning
- Poll Closing
- Faster Report Printing

Security features, such as pick-resistant keylocks, tamper-evident seals, security codes, encrypted internal firmware cards, and validation of firmware, that were used with the DS200 continue to be used with the DS300. In addition to those, the DS300 offers more locations for tamper-evident seals and requires additional entry for the password when accessing administrative functions.

The DS200 tabulators served the City of Fort Atkinson and Jefferson County well for the last 13 years, and staff anticipates the life of the new DS300 model to be similar in length. The DS300, pictured below, looks similar to and operates in a similar way as the DS200. Staff does not anticipate that voters will notice the difference or have difficulty inserting ballots into the new machines. If the purchase is approved, staff anticipates that the DS300 tabulators will be ready for use starting with the February 2026 election.

Image 1: The DS300 in Open Polls mode and ready to accept a ballot.



### **FINANCIAL ANALYSIS**

The 2026 City of Fort Atkinson CIP includes \$25,000 for election equipment upgrades, materials, and supplies, which includes the cost of three DS300 tabulators. The County's plan to upgrade to the DS300s in 2026 aligns well with the City's CIP. Jefferson County will pay for 50% of the DS300s for every municipality in Jefferson County. The City's remaining portion for three machines is \$10,185.00 or \$3,395.00 per machine. General Ledger account 16-60-0061-4100 - CT Elections 2026 is the CIP account designated for the expenses, as approved with the 2026 Budget and CIP.

### **RECOMMENDATION**

Staff recommends the City Council authorize the payment of the invoice to Jefferson County for the purchase of three DS300 Ballot Tabulators at a cost not to exceed \$10,185 as budgeted in the 2026 Capital Improvement Plan.

**ATTACHMENTS**

- 1. C. Fort DS300

# Jefferson County Clerk

# INVOICE

311 S Center Avenue  
 Jefferson, WI 53549-1799  
 Phone: (920) 674-7140  
 Fax: (920) 674-7368

**INVOICE DUE:** March 31, 2026  
**INVOICE #** DS300 2025

**BILL TO:**

City of Fort Atkinson

	# of Machines	RATE	AMOUNT
<b>DS300 Election Machine</b>	3	\$3,395.00	\$10,185.00
SUBTOTAL			\$10,185.00
<b>TOTAL</b>			<b>\$10,185.00</b>

Make all checks payable to: Jefferson County Clerk  
 311 S Center Avenue  
 Jefferson, WI 53549



## MEMORANDUM

**DATE:** December 2, 2025

**TO:** Fort Atkinson City Council

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

**RE:** Review and possible action relating to the purchase of Gymnasium Floor Covering for Elections (Ebbert, Clerk/Treasurer/Finance Director)

---

### BACKGROUND

The City of Fort Atkinson Municipal gymnasium floor was finished to its current state in 1994. This space is used daily, whether for fitness classes, youth center, open gym, pickleball or private events. Staff maintains the floor with weekly buffing and annual waxing. Protecting the gym floor is essential for preserving the long-term value, safety, and appearance. High-quality gym floor covering systems provide reliable protection against heavy foot traffic, spills, equipment, and event setups that can cause costly damage. Floor coverings are used for any event that could cause damage to the floor, such as elections, banquets, and other events with tables, chairs, and/or food.

### DISCUSSION

The floor mats currently in use were purchased in the 1990s and have long served to protect the facility during community events. Park staff regularly deploy them for youth programs, elections, and fundraisers. However, after decades of use, the mats have absorbed countless spills, have small rips and wrinkles, and now pose significant safety risks. During elections, voters frequently trip, stumble, or catch walkers on the mats, sometimes resulting in injury. With hundreds of people entering the facility for these events, ensuring safety is a high priority.

The floor covering featured by Practice Sports, provides ultra-durable, 3-ply PVC-coated polyester mesh covers. It has fire-retardant, waterproof, rot- and mildew-resistant, anti-fungal, and anti-bacterial properties to ensure a safe, clean environment for every use. The covering is designed in 10-foot wide sections that lay flat and smooth, are easy to handle, install, and store. Gym floor covers not only maintain the integrity of flooring but also extend its lifespan, reduce maintenance costs, and keep it looking professional and event-ready for years to come. The polyester mats provide the most durability, along with easy installation for staff.

Also included in the proposal outlined below is the heavy-duty, all-steel mobile storage rack,

which aids in transporting, installing, and storing the floor covers. The rack allows for a streamlined installation and removal process for staff, saving time and energy. The rack features a steel frame paired with 14-gauge galvanized rollers. Its protective design ensures the floor covers roll out smoothly and retract evenly, minimizing wear on both the cover and the gym floor beneath. The innovative rotating grip on each roller further simplifies take-up, helping staff complete setup and removal with minimal effort. Added safety features, including a bright yellow safety bar and secure aluminum collars, help keep the system stable and user-friendly, reducing the risk of accidents during operation.

**FINANCIAL ANALYSIS**

On April 4, 2025, following a voter falling during the April election, staff obtained a quote from Practice Sports to support planning for the 2026 budget. The company reaffirmed that same quote in November, with no price increase. Staff reached out to seek quotes as required, but responses were not received. Further search for vendors online linked back to the Practice Sports website.

The City's insurance company, League of Wisconsin Municipalities Mutual Insurance, offers an annual Safety Grant to aid in offsetting expenses that pertain to safety improvements. These items include lift gates for trucks, safety harnesses, personal protective equipment, tactical vests for officers, thermal imaging cameras for fires. This year, the City was awarded a grant for \$6,355. The Public Works Department was able to purchase water-filled safety barriers for use at outdoor public events for \$3,029.47. The remaining balance of the safety grant, \$3,325.53, will be credited as general fund revenue, however this purchase qualifies us to request our full grant reimbursement.

General Ledger account 16-60-0061-4100 - CT Elections 2026 is the CIP account designated for the expenses, page 198 of the 2026 Budget. The Capital Improvement Plan, approved on November 18, 2025 included \$25,000 for election upgrades and expenses.

**Practice Sports Quote Breakdown**

- Gym Floor Covering - \$8,064
- Storage Rack - \$3,649
- Shipping - \$1,150.25
- Total - \$12,863.25

Table 1. 2026 CIP - Election Expense Breakdown

<b>2026 Capital Improvement Plan</b>	<b>Total Budget - CIP</b>
<b>Election Equipment Upgrades</b>	<b>\$25,000</b>
DS300 Ballot Tabulating Devices (3)	-\$10,185.00
Gymnasium Floor Covering and Rolling Rack	-\$12,863.25
<b>Remaining Budget</b>	<b>\$1,951.75</b>

**RECOMMENDATION**

Staff recommends the City Council authorize the purchase of polyester gym floor covering and an 8 roll rack for the municipal gym from Practice Sports not to exceed \$12,863.25 as budgeted in the 2026 Capital Improvement Plan as part of the election equipment capital project.

**ATTACHMENTS**

- 1. Practice Sports - Gym Floor Mats Quote
- 2. Rolling Rack for Gym Floor Mats
- 3. Gym Floor Mats on Rolling Rack

## Michelle Ebbert

---

**From:** Practice Sports <info@practicesports.com>  
**Sent:** Friday, November 14, 2025 1:52 PM  
**To:** Michelle Ebbert; jake@practicesports.com  
**Subject:** Quote Proposal #PS306147 from Practice Sports, Inc.

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged



## Our Proposal

### Estimate n. PS306147

Please review our estimate below:

**Request date:** August 11, 2025

**Expiration date:** December 5, 2025

[View Quote and Proceed to Order](#)

Hi,




Please find your itemized quote below.

Keep in mind we do have a LOW-PRICE GUARANTEE.

If you receive a lower quote for the same items, forward it over and I will beat it!

Thanks again, I greatly appreciate the opportunity to work with you.

402-592-2000

Product	Qty	Subtotal
 <p><u>Gym Floor Cover</u></p> <ul style="list-style-type: none"><li>• <b>Weight:</b> 22 oz color: black</li><li>• <b>Cover Size :</b> (8) 10ft W x 80ft L Rolls</li><li>• <b>LEAD TIME:</b> 3-4 WEEKS</li></ul>	6400	\$8,064.00
 <p><u>Mobile Storage Rack System for Gym Floor Cover</u></p> <ul style="list-style-type: none"><li>• <b>Rack Size:</b> 8 Roller</li></ul>	1	\$3,649.00
 <p><u>TAX</u></p> <ul style="list-style-type: none"><li>• <b>TAX:</b> TAX</li></ul>	1	\$0.00
<b>Subtotal:</b>		<b>\$11,713.00</b>

<b>Shipping:</b>	\$1,150.25 via Shipping - FREIGHT
<b>Tax:</b>	\$0.00
<b>Total:</b>	\$12,863.25

### Customer's details

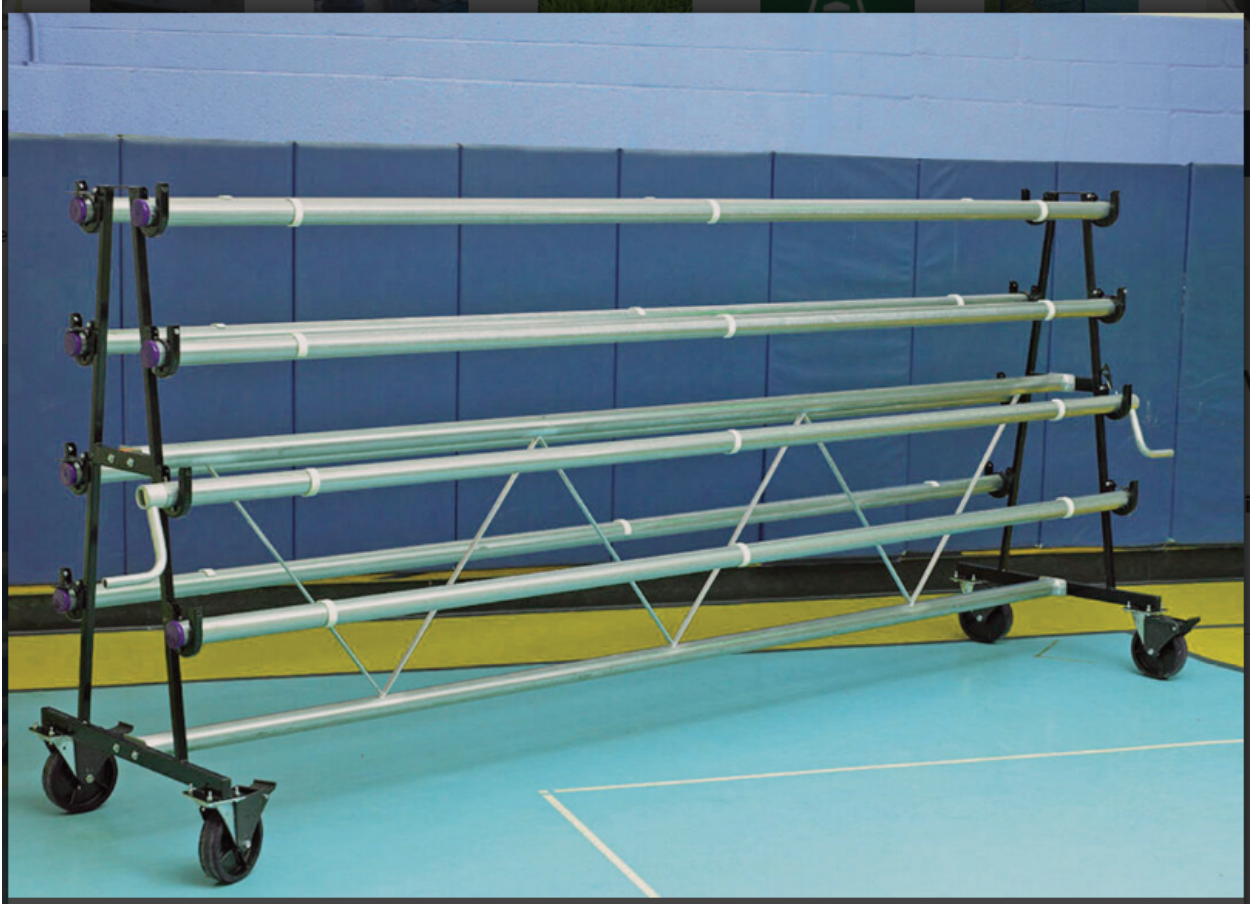
Michelle Ebbert

**Email:** [mebbert@fortatkinsonwi.gov](mailto:mebbert@fortatkinsonwi.gov)

**[View Quote and Proceed to Order](#)**

Practice Sports, Inc. – Premium Sports Facility Equipment Supplier & Installer









## MEMORANDUM

**DATE:** December 2, 2025

**TO:** Fort Atkinson City Council

**FROM:** Zach Navin, Director of Public Works

**RE:** Review and possible action relating to Construction Administration Services fees for the 2025 water relay and road rehabilitation project (Navin, Director of Public Works)

---

### BACKGROUND

On February 20, 2025, the City Council approved Task Order 2025-03, which included an estimated cost for Construction Administration service fees associated with the 2025 Water Relay and Road Rehabilitation Project with Ruekert & Mielke for \$127,150.60. This work is now wrapping up and final costs have been tallied.

### DISCUSSION

Road construction projects require construction administration and oversight by the "owner." The City of Fort Atkinson is the owner of this public infrastructure project. In the past, the City has used City staff, consultants, or a combination thereof to accomplish this task. The City does not currently have the capacity or experience to effectively oversee construction projects.

Due to unforeseen circumstances that included, but were not limited to, design changes required by the Wisconsin DNR, additional staking work due to the concerns raised by Fort Health Care regarding the proposed sidewalks abutting the property, additional stormwater improvements for which the City will be partially reimbursed from Fort Health Care, project timeframe extension that required R&M staff to be on the job site for an additional two weeks, and the Director of Public Works vacancy through the beginning of the project, construction administration cost exceeded the estimated cost presented in the original task order.

### FINANCIAL ANALYSIS

The initial estimate for this work was \$127,150.60 and these items added up to a final cost of \$189,887.00. The cost difference is \$62,736.40 with \$3,500.00 being reimbursed by Fort Health Care. The cost overages will be split between the Water, Storm, and Sanitary Utilities as well as the Transportation Fund (Fund 5). The overall impacts of these additional charges for funds such as Fund 5 that are static means that there will be \$33,313 less work completed in future years to cover this cost.

CATEGORY	% OF TOTAL	CONT & OVERSIGHT	ACCOUNT NUMBER
Roadway	53%	\$ 33,313.03	05-60-0064-3100
Storm	8%	\$ 5,018.91	10-00-0001-0714
Hydrant/Services	7%	\$ 4,391.55	03-00-0001-0714
Water Main	27%	\$ 17,221.14	03-00-0001-0714
Sanitary	4%	\$ 2,791.77	02-00-1001-0714
Total	100%	\$ 62,736.40	

**RECOMMENDATION**

Staff recommends the City Council approve the final cost for Construction Administration for the 2025 Water Main and Roadway Rehabilitation project of \$189,887.00.

**ATTACHMENTS**

1. R&M Construction Admin Estimate
2. R&M Construction Administration Charges



## MEMORANDUM

**DATE:** February 20, 2025

**TO:** Fort Atkinson City Council

**FROM:** Rebecca Houseman, City Manager

**RE:** Review and possible action relating to Task Order 2025-03 from Ruckert & Mielke, Inc. for 2025 Water Relay and Road Rehabilitation - Construction Administration (Houseman, City Manager)

---

### BACKGROUND

On February 6, 2024, the City Council approved a contract for the design of the water relay and road rehabilitation work for 2025 with Ruckert & Mielke, Inc. The design has been completed and the project bid out for construction. Staff recommended that the City Council take action to award the construction contract to Forest Landscaping earlier on this agenda.

### DISCUSSION

Road construction projects require construction administration and oversight by the "owner." The City of Fort Atkinson is the owner of this public infrastructure project. In the past, the City has used City staff, consultants, or a combination thereof to accomplish this task. The City is currently experiencing vacancies for both the City Engineer and Public Works Director positions. As such, current staff does not have the capacity or experience to effectively oversee this construction project.

Interim City Engineer Andy Burt, P.E., on behalf of Ruckert and Mielke, Inc., has submitted Task Order 2025-03 for the construction administration for the 2025 Water Relay and Road Rehabilitation in the amount of \$127,150.60. It is both efficient and effective to retain the services of the design engineering firm to oversee the construction of the project. Ruckert and Mielke has successfully served in this capacity for the City for past projects.

### FINANCIAL ANALYSIS

The cost associated with Task Order 2025-03 is \$127,150.60, which has been included in the estimate of the overall cost of the 2025 Water Relay and Road Rehabilitation project. Staff intends to use the five accounts used for funding this project at the same percentages outlined in the table below for the cost of construction administration (oversight).

CATEGORY	CONTRACT AMOUNT	% OF TOTAL	CONT & OVERSIGHT	ACCOUNT NUMBER
ROADWAY	\$1,382,156.25	53%	\$136,696.13	05-60-0064-3100
STORM	\$216,775.00	8%	\$21,439.18	10-00-0001-0714
HYDRANTS/ SERVICES	\$182,370.00	7%	\$18,036.51	03-00-0001-0714
WATER MAIN	\$707,390.00	27%	\$69,961.32	03-00-0001-0714
SANITARY	\$111,500.00	4%	\$11,027.42	02-00-1001-0714
CONSTRUCTION TOTAL	\$2,600,191.25	100%	\$257,160.56	
CONTINGENCY (5%)	\$130,009.56			
CONSTRUCTION OVERSIGHT	\$127,151.00			
GRAND TOTAL	\$2,857,351.81			

### RECOMMENDATION

Staff recommends that the City Council approve Task Order 2025-03 for \$127,150.60 with Ruekert & Mielke, Inc. for Construction Administration for the 2025 Water Relay and Road Rehabilitation Project and authorize the City Manager to execute.

### ATTACHMENTS

1. Task Order Form 2025-03 2025 Water Relay and Road Rehab

## TASK ORDER 2025-03

2025 Water Relay and Road Rehab – Construction Administration

This is Task Order No. 2025-03,  
consisting of 3 pages  
City of Fort Atkinson  
Water Relay and Road Rehab

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition dated June 21, 2022, and amended on January 21, 2025 ("Agreement"), Owner and Engineer agree as follows:

### 1. Specific Project Data

- A. Title: 2025 Water Relay and Road Rehab – Construction Administration
- B. Description: Provide construction phase services including construction administration, construction oversight and construction staking.

### C. Services of Engineer

#### A. Phase 1 – Construction Administration

- a. Facilitate Contract Execution, Issue Notice to Proceed
- b. Prepare Precon Agenda, Facilitate Meeting, Prepare Precon Meeting Minutes
- c. Utility (WE Energies, Charter, AT&T) Coordination and Plan Review
- d. Shop Drawing and Submittal Review
- e. Construction Review-Full Time (Assume 48 hours per week; 8 weeks)\*
- f. Construction Review-Part Time (Assume 10 hours per week; 4 weeks)\*
- g. Weekly Onsite Progress Meetings (Assume 1/week for 12 weeks)
- h. Monthly Pay Quantity Coordination, Prepare Pay Request and Recommendation (Assume 4 pay requests)
- i. Technical Support, Administration, and Coordination with City/Contractor
- j. Substantial Completion Inspection
- k. Develop Punchlist and Facilitate Completion with Contractor
- l. Final Completion Inspection
- m. Project Closeout Documentation
- n. As-Builts (Assemble Working Drawings and Inspection Reports)

#### B. Phase 2 – Construction Staking

- a. Prepare Curb and Gutter/Shoulder Cad Surface for Staking
- b. Staking Coordination and Requests
- c. Prepare Construction Stakeout Data
- d. Stake Water Main and Hydrants
- e. Stake Sanitary Sewer and Structures
- f. Stake Storm Sewer and Structures
- g. Stake Road Reconstruct Centerline
- h. Stake ROW for Sidewalk Installation
- i. Stake Curb and Gutter/Shoulder
- j. Miscellaneous Staking (Re-staking)

**TASK ORDER 2025-03**

2025 Water Relay and Road Rehab – Construction Administration

**2. Owner's Responsibilities**

- A. Review and respond to administration or construction related matters in a timely manner.
- B. Attend meetings and site visits as required.

**3. Times for Rendering Services**

<u>Phase</u>	<u>Completion Date</u>
Construction Administration	October 2025
Construction Staking	October 2025

**4. Payments to Engineer**

- A. Owner shall pay Engineer for services rendered as follows:

Category of Services	Compensation Method	Estimate of Compensation for Services
<i>Construction Administration Construction Staking</i>	<i>Standard Hourly Rates</i>	<i>\$127,150.60</i>

- B. The terms of payment are set forth in the Standard Terms and Conditions.

**5. Consultants**

None.

**6. Other Modifications to Standard Terms and Conditions**

None.

**7. Attachments**

Exhibit B – Detailed Professional Fee Estimate

**8. Documents Incorporated by Reference**

Ruekert & Mielke, Inc. / City of Fort Atkinson Master Agreement

**TASK ORDER 2025-03**

2025 Water Relay and Road Rehab – Construction Administration

TASK ORDER NO. 2025-03  
2025 Water Relay and Road Rehab – Construction Administration  
Between City of Fort Atkinson  
and  
Ruekert & Mielke, Inc.  
Dated February 14, 2025

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to terms and conditions, (as modified above) set forth in the Master Engineering Agreement and Amendment between Owner and Engineer which are incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_\_.

OWNER:

City of Fort Atkinson

Signature: \_\_\_\_\_

Name: Rebecca Houseman

Title: City Manager

Date: \_\_\_\_\_

ENGINEER:

Ruekert & Mielke, Inc.

Signature: Jason P. Lietha Digitally signed by Jason P. Lietha  
Date: 2025.02.14 13:38:50 -06'00'

Name: Jason P. Lietha, P.E.

Title: Senior Vice President

Date: 2/14/25

DESIGNATED REPRESENTATIVE FOR TASK ORDER

Name: Rebecca Houseman

Title: City Manager

Address: 101 N Main Street  
Fort Atkinson, WI 53538

Email: rhouseman@fortatkinsonwi.gov

Phone: 920-397-9901

Name: Andrew W. Burt, PE

Title: Project Manager

Address: 4630 S Biltmore Lane,  
Madison, WI 53718

Email: aburt@ruekert-mielke.com

Phone: 608-819-2600

City of Fort Atkinson  
**2025 Road Rehabilitation and Water Main Relay Project**  
**Engineer's Manhour Estimate**  
**Amendment 2 - Construction Administration**

<b>PROFESSIONAL FEE ESTIMATE</b>	CLIENT: City of Fort Atkinson	PROJECT: 2025 Road Rehabilitation and Water Main Relay Project	TASK ORDER: 2022-01-A2
----------------------------------	-------------------------------	--	------------------------

SCOPE OF SERVICES	CATEGORY OF PERSONNEL																TOTAL HOURS	TOTAL LABOR COST
	AWB	BET	SEB	KDR														
	\$185 E8 PM	\$194 E6 PM	\$184 E5 ENG	\$160 E4 ENG	\$160 E3 ENG	\$150 E2 ENG	\$130 E1 ENG	\$149 T3 TECH	\$134 T2 TECH	\$122 T1 TECH	\$95 ADMIN ASSIST	\$171 RLS SUR	\$155 S2 Crew Chief	\$112 SURVEY TECH	\$94 CRT 1	\$112 CRT2		
<b>DESIGN FEES</b>	0	57	0	57	98	0	0	20	64	0	14	28	118	92	0	426	974	\$127,151
<b>PHASE 1 - CONSTRUCTION ADMINISTRATION</b>																		\$83,653
Facilitate Contract Execution, Issue Notice to Proceed			1									4					5	\$665.40
Prepare Precon Agenda, Facilitate Meeting, Prepare Precon Meeting Minutes			2			3						2					7	\$1,040.80
Utility (WE Energies, Charter, AT&T) Coordination and Plan Review				2	2				2								12	\$2,068.40
Shop Drawing and Submittal Review			8		2	16											26	\$4,411.20
Construction Review-Full Time (Assume 48 hours per week; 8 weeks)*					8	8										384	400	\$45,760.00
Construction Review-Part Time (Assume 10 hours per week; 4 weeks)*				4	4											40	48	\$5,856.00
Weekly Onsite Progress Meetings (Assume 1/week for 12 weeks)			4			24											28	\$4,581.60
Monthly Pay Quantity Coordination, Prepare Pay Request and Recommendation (Assume 4 pay requests)			4		8	8						4					24	\$3,873.60
Technical Support, Administration, and Coordination with City/Contractor			24			24			4								52	\$8,825.60
Substantial Completion Inspection					6							1					7	\$1,199.00
Develop Punchlist and Facilitate Completion with Contractor			1		12							1					14	\$2,488.40
Final Completion Inspection					4	2											6	\$1,056.00
Project Closeout Documentation			1			4						2					7	\$1,015.40
As-Builts (Assemble Working Drawings and Inspection Reports)					2	2										2	6	\$912.00
<b>TOTAL HOURS</b>	0	51	0	48	97	0	0	0	64	0	14	0	0	0	0	426	700	
<b>PHASE 2 - CONSTRUCTION STAKING</b>																		\$39,290
Prepare Curb and Gutter/Shoulder Cad Surface for Staking			4		1	1			20								28	\$4,407.60
Staking Coordination and Requests			2		4								4	2			12	\$2,100.80
Prepare Construction Stakeout Data													4	16	4		24	\$3,612.00
Stake Water Main and Hydrants												2	24	24			50	\$6,750.00
Stake Sanitary Sewer and Structures													4	2			6	\$844.00
Stake Storm Sewer and Structures													8	2			10	\$1,464.00
Stake Road Reconstruct Centerline					2							2	16	16			36	\$4,982.00
Stake ROW for Sidewalk Installation					1							6	16	16			39	\$5,482.00
Stake Curb and Gutter/Shoulder					1							4	24	24			53	\$7,276.00
Miscellaneous Staking (Re-staking)												4	8	4			16	\$2,372.00
<b>TOTAL HOURS</b>	0	6	0	9	1	0	0	20	0	0	0	28	118	92	0	0	274	
<b>CONSTRUCTION REIMBURSABLE</b>																		\$4,207
REPRODUCTION OF PROJECT MANUALS/CONTRACTS																		\$200.00
MILEAGE - ENGINEERS	1050 MILEAGE											\$0.655 PER MILE					\$687.75	
MILEAGE - SURVEY	490 MILEAGE											\$0.865 PER MILE					\$423.85	
MILEAGE - CONSTRUCTION REVIEW TECHNICIAN	3360 MILEAGE											\$0.695 PER MILE					\$2,335.20	
SURVEY EQUIPMENT - GPS												2 DAYS		\$140 PER DAY			\$280.00	
SURVEY EQUIPMENT - ROBOT												2 DAYS		\$140 PER DAY			\$280.00	
DRONE EQUIPMENT												0 DAYS		\$500 PER DAY			\$0.00	

\* Estimated hours for construction observation are based on preliminary schedule provided by contractor consisting of 12 weeks. This number may be higher or lower depending on actual efficiency, approach, site conditions, and weather.

DESC.	PHASE	BUDGET
Const. Admin	301	\$38,781.15
Const. Inspection	302	\$48,095.20
Staking	303	\$40,274.25
		\$127,150.60

**Ruekert & Mielke, Inc.**  
 W233 N2080 Ridgeview Parkway - Ste 300  
 Waukesha, WI 53188.

**RECEIVED**

MAR 17 2025

**CITY OF FORT ATKINSON  
 CITY MANAGER**

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

Invoice number 155987  
 Date 03/12/2025

Project **8064-10024 FortAtkinsC - 2025 Water  
 Relay and Road Rehab**

*Construction Services*

For Professional Services From January 25, 2025 through February 21, 2025

Invoice includes submittal review, preparation of contracts, and coordination with contractor and survey to prepare for staking.

**300 Construction Services**

**Professional Fees**

	Hours	Rate	Billed Amount
Engineer 6	5.50	185.00	1,017.50
Engineer 4	0.75	184.00	138.00
Engineer 3	13.75	160.00	2,200.00
Engineer 2	1.75	150.00	262.50

**Reimbursables**

	Billed Amount
Outside Printing	1,762.73
<b>Construction Services subtotal</b>	<b>5,380.73</b>

Invoice total **5,380.73**

Please remit the invoice amount contained in the "bolded box" to Ruekert & Mielke, Inc.

*Handwritten signature*  
 05-60-0064-3100  
 3/28/25



RECEIVED

APR 15 2025

Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Parkway - Ste 300  
Waukesha, WI 53188

CITY OF FORT ATKINSON  
CITY MANAGER

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

Invoice number 156317  
Date 04/07/2025

Project 8064-10024 FortAtkinsnC - 2025 Water  
Relay and Road Rehab

For Professional Services From February 22, 2025 through March 21, 2025

Invoice includes submittal review, coordination with contractor, preparation of construction documents, and preparation of digital surfaces for construction staking.

300 Construction Services

Professional Fees

	Hours	Rate	Billed Amount
Engineer 6	2.00	185.00	370.00
	0.50	206.00	103.00
Engineer 4	2.00	184.00	368.00
Engineer 3	6.00	160.00	960.00
Engineer 2	0.25	150.00	37.50
Senior Engineer Technician	0.50	176.00	88.00
Engineer Technician 3	34.00	149.00	5,066.00
Administrative Assistant	2.50	95.00	237.50

Reimbursables

General Miles

Billed Amount
52.50

Construction Services subtotal

7,282.50

Invoice total **7,282.50**

Please remit the invoice amount contained in the "bolded box" to Ruekert & Mielke, Inc.

*Handwritten signature and notes:*  
KMA  
03-00-0001-0714  
4/17/2025



Ruekert & Mielke, Inc.  
 W233 N2080 Ridgeview Parkway - Ste 300  
 Waukesha, WI 53188

Fort Atkinson, WI, City of  
 R. Houseman  
 rhouseman@fortatkinsonwi.gov  
 101 N. Main Street  
 Fort Atkinson, WI 53538

Invoice number 157457  
 Date 06/05/2025

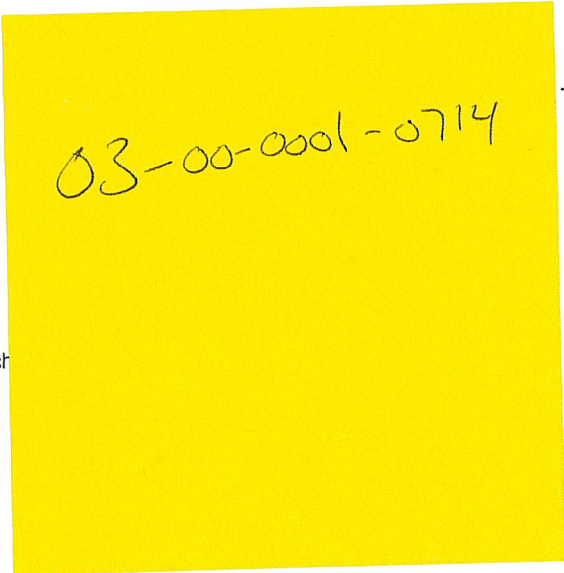
Project 8064-10024 FortAtkinsnC - 2025 Water  
 Relay and Road Rehab

For Professional Services From April 19, 2025 through May 16, 2025

Invoice includes submittal review, coordination with contractor, preparation of construction documents, preparation of digital surfaces for construction staking, and preconstruction meeting.

300 Construction Services  
 Professional Fees

Engineer 6  
 Engineer 4  
 Engineer 3  
 Engineer 2  
 Senior Engineer Technician  
 Engineer Technician 3  
 Surveying Technician  
 Senior Construction Review Tech  
 Administrative Assistant



	Hours	Rate	Billed Amount
Engineer 6	14.00	185.00	2,590.00
Engineer 4	2.75	184.00	506.00
Engineer 3	23.50	160.00	3,760.00
Engineer 2	0.50	150.00	75.00
Senior Engineer Technician	2.00	176.00	352.00
Engineer Technician 3	33.00	149.00	4,917.00
Surveying Technician	4.00	112.00	448.00
Senior Construction Review Tech	5.75	128.00	736.00
Administrative Assistant	1.75	95.00	166.25

Reimbursables

General Miles  
 Construction Review Miles

	Billed Amount
General Miles	49.00
Construction Review Miles	51.80

Construction Services subtotal

13,651.05

\*Invoice total **13,651.05**

*ZN*

Please remit the invoice amount contained in the "bolded box" to Ruekert & Mielke, Inc.

**RECEIVED**

JUN 11 REC'D

CITY OF FORT ATKINSON  
 CLERK / TREASURER



Ruekert & Mielke, Inc.  
 W233 N2080 Ridgeview Parkway - Ste 300  
 Waukesha, WI 53188

Fort Atkinson, WI, City of  
 R. Houseman  
 rhouseman@fortatkinsonwi.gov  
 101 N. Main Street  
 Fort Atkinson, WI 53538

Invoice number 157972  
 Date 07/02/2025  
 Project 8064-10024 FortAtkinsC - 2025 Water Relay and Road Rehab

*ZN 7-7-25*

For Professional Services From May 17, 2025 through June 13, 2025

Invoice includes submittal review, onsite inspection, construction staking, weekly progress meetings, preparation of pay application, and coordination with contractor and public works staff.

**300 Construction Services**  
**Professional Fees**

	Hours	Rate	Billed Amount
Engineer 4	4.00	184.00	736.00
Engineer 3	14.50	160.00	2,320.00
Senior Engineer Technician	3.00	176.00	528.00
Engineer Technician 3	8.25	149.00	1,229.25
Engineer Technician 1	0.50	122.00	61.00
IT/GIS Analyst 1	2.00	150.00	300.00
Surveying Technician	78.00	112.00	8,736.00
Senior Construction Review Technician	2.00	128.00	256.00
Construction Review Technician 2	84.50	112.00	9,464.00
	5.00	136.00	680.00
Administrative Assistant	2.75	95.00	261.25

**Reimbursables**

	Billed Amount
B&W copies	0.90
Color copies	228.00
Construction Review Miles	621.60
Survey Miles	334.88
B&W plots	37.00
Robotic Equipment Use Days	490.00
<b>Construction Services subtotal</b>	<b>26,283.88</b>

**RECEIVED**  
 JUL -7 REC'D  
 CITY OF FORT ATKINSON  
 CLERK / TREASURER

Invoice total 26,283.88



Ruekert & Mielke, Inc.  
 W233 N2080 Ridgeview Parkway - Ste 300  
 Waukesha, WI 53188

Fort Atkinson, WI, City of  
 R. Houseman  
 rhouseman@fortatkinsonwi.gov  
 101 N. Main Street  
 Fort Atkinson, WI 53538

Invoice number 158498  
 Date 08/04/2025  
 Project 8064-10024 FortAtkinsnC - 2025 Water Relay and Road Rehab

For Professional Services From June 14, 2025 through July 11, 2025

Invoice includes: on-site inspection, construction staking, weekly progress meetings, preparation of pay application, construction administration, and coordination with contractor and City staff.

300 Construction Services  
 Professional Fees

	Hours	Rate	Billed Amount
Engineer 6	2.00	185.00	370.00
Engineer 4	8.00	184.00	1,472.00
Engineer 3	13.00	160.00	2,080.00
Senior Engineer Technician	5.50	176.00	968.00
Engineer Technician 3	4.00	149.00	596.00
Surveying Technician	71.25	112.00	7,980.00
Senior Construction Review Technician	29.00	128.00	3,712.00
Construction Review Technician 2	121.00	112.00	13,552.00
	13.00	136.00	1,768.00
Construction Review Technician 1	14.00	94.00	1,316.00

Reimbursables

	Billed Amount
B&W copies	0.69
Color copies	23.02
GPS Equipment Use Days	70.00
Construction Review Miles	1,071.52
Survey Miles	387.66
Robotic Equipment Use Days	420.00
Construction Services subtotal	35,786.89

RECEIVED  
 AUG 8 - REC'D  
 CITY OF FORT ATKINSON  
 CLERK / TREASURER

Invoice total 35,786.89

03-00-001-0714  
 J.W.  
 8-8-25



Ruekert & Mielke, Inc.  
 W233 N2080 Ridgeview Parkway - Ste 300  
 Waukesha, WI 53188

Fort Atkinson, WI, City of  
 R. Houseman  
 rhouseman@fortatkinsonwi.gov  
 101 N. Main Street  
 Fort Atkinson, WI 53538

Invoice number 159074  
 Date 09/03/2025

Project **8064-10024 FortAtkinsnC - 2025 Water Relay and Road Rehab**

For Professional Services From July 12, 2025 through August 08, 2025

Invoice includes: on-site inspection, construction staking, weekly progress meetings, preparation of pay application, construction administration, and coordination with contractor and City staff.

**300 Construction Services**  
**Professional Fees**

	Hours	Rate	Billed Amount
Engineer 6	3.00	185.00	555.00
Engineer 4	3.50	184.00	644.00
Engineer 3	1.25	160.00	200.00
Engineer 2	4.75	150.00	712.50
Surveying Technician	84.50	112.00	9,464.00
Senior Construction Review Technician	46.50	128.00	5,952.00
Construction Review Technician 2	169.75	112.00	19,012.00
	13.50	136.00	1,836.00

**RECEIVED**  
 SEP 4 - REC'D  
 CITY OF FORT ATKINSON  
 CLERK / TREASURER

**Reimbursables**

	Billed Amount
Construction Review Miles	603.10
<b>Construction Services subtotal</b>	<b>38,978.60</b>

Invoice total **38,978.60**

Please remit the invoice amount contained in the "bolded box" to Ruekert & Mielke, Inc.

~~03-001-0714~~  
 03-001-0714  
 [Signature]  
 9-3-25

**Ruekert & Mielke, Inc.**  
 W233 N2080 Ridgeview Parkway - Ste 300  
 Waukesha, WI 53188

Fort Atkinson, WI, City of  
 R. Houseman  
 rhouseman@fortatkinsonwi.gov  
 101 N. Main Street  
 Fort Atkinson, WI 53538

Invoice number 160356  
 Date 11/19/2025

Project **8064-10024 FortAtkinsnC - 2025 Water  
 Relay and Road Rehab**

For Professional Services From August 09, 2025 through October 31, 2025

Invoice includes: additional construction inspection, construction staking, and construction administration beyond contractor's original schedule; punch walk and preparation of punch list; preparation of final pay request; preparation of closeout change order; and project closeout.

**300 Construction Services**

**Professional Fees**

	Hours	Rate	Billed Amount
Engineer 4	8.00	184.00	1,472.00
Engineer 3	5.50	160.00	880.00
Engineer 2	18.00	150.00	2,700.00
Senior Engineer Technician	2.00	176.00	352.00
Surveying Technician	53.00	112.00	5,936.00
Senior Construction Review Technician	87.25	128.00	11,168.00
Construction Review Technician 2	178.50	112.00	19,992.00
	40.75	136.00	5,542.00
Construction Review Technician 1	89.00	94.00	8,366.00
Administrative Assistant	2.00	95.00	190.00

**Reimbursables**

	Billed Amount
B&W copies	4.05
Color copies	37.60
GPS Equipment Use Days	35.00
General Miles	98.00
Construction Review Miles	3,423.68
Survey Miles	915.46
Robotic Equipment Use Days	840.00
Construction Services subtotal	61,951.79

Invoice total **61,951.79**

Fort Atkinson, WI, City of  
Project **8064-10024 FortAtkinsnC - 2025 Water Relay and Road Rehab**

Invoice number 160356  
Date 11/19/2025

---

*Please remit the invoice amount contained in the "bolded box" to Ruekert & Mielke, Inc.*

Date	Invoice Total
12-Mar	\$5,380.73
7-Apr	\$7,282.50
5-Jun	\$13,651.05
2-Jul	\$26,283.88
4-Aug	\$35,786.89
3-Sep	\$38,978.60
19-Nov	\$61,951.79
	<b>\$189,315.44</b>



## MEMORANDUM

**DATE:** December 2, 2025

**TO:** Fort Atkinson City Council

**FROM:** Zach Navin, Director of Public Works

**RE:** Review and possible action relating to a contract for construction administration services with MSA for the 2026 S. Main Pedestrian Path Project (Navin, Director of Public Works)

---

### BACKGROUND

On March 5, 2024, the City Council approved a contract for the design of the S. Main St. Pedestrian Path and road reconstruction work for 2026 with MSA Professional Services, Inc. The design has been completed, and the project bid out for construction. The City Council awarded the construction contract to Rock Road Companies, Inc. on September 16, 2025, in the amount of \$2,723,030.53.

### DISCUSSION

Road construction projects require construction administration and oversight by the "owner." The City of Fort Atkinson is the owner of this public infrastructure project. In the past, the City has used City staff, consultants, or a combination thereof to accomplish this task. The City does not currently have staff with the capacity or experience to effectively oversee this construction project.

As discussed earlier in this agenda, the City's Interim Engineer and his firm, Ruekert & Mielke (R&M), have been awarded the construction administration contract in previous years. This is partially due to R&M being awarded the design work as well as being the contracted engineer. It is both efficient and cost-effective to retain the services of the design engineering firm to oversee the construction of the project. Therefore, staff asked MSA Professional Services, Inc to provide an estimate for construction oversight of the 2026 work that they designed.

### FINANCIAL ANALYSIS

MSA Professional Services, Inc submitted the attached amendment for construction administration services in the amount of \$155,000, which has been included in the estimate for the overall cost of the 2026 S. Main pedestrian path and road reconstruction project. Staff intends to use four accounts for funding this project at the same percentages outlined in the table below for the cost of construction administration (oversight).

Road	33%	\$ 51,150.00
Water	56%	\$ 86,800.00
Sanitary	3%	\$ 4,650.00
Storm	8%	\$ 12,400.00

**RECOMMENDATION**

Staff recommends that the City Council approve the attached Amendment number 2 for \$155,000 with MSA Professional Services, Inc. for Construction Administration for the 2026 S. Main St. Pedestrian Path and Road Reconstruction project and authorize the City Manager to execute.

**ATTACHMENTS**

1. 02959028 South Main St Path Amend 2 CRS
2. 02959028 South Main Street CRS Hours



# Amendment

## Amendment No: 2

MSA Project Number: 02959028  
Date of Issuance: September 22, 2025

This is an amendment to the Agreement dated March 6, 2024 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 242-7779

Representative: Kevin Lord, PE, PLS

Email: klord@msa-ps.com

**CITY OF FORT ATKINSON (OWNER)**

Address: 101 N. Main Street, Fort Atkinson, WI 53538

Phone: 920-397-9901

Representative: Rebecca Houseman

Email: rhouseman@fortatkinsonwi.gov

**Project Name:** S Main St Ped Path, Road Rehab, Watermain Replacement

**The project scope has changed due to:** Provide construction administration and services for the project.

**The scope of the work authorized is:** See Attachment A: Scope of Services

**The schedule to perform the work is:** Approximate Start Date: January 2026

Approximate Completion Date: September 2026

**The estimated fee for the Amendment work is:** \$155,000

**Original Contract:** \$159,991

**Amendment 1:** \$ 12,800

**Total Contract:** \$327,791

Any attachments or exhibits referenced in this Amendment are made part of the original Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

**Approval:** MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

**CITY OF FORT ATKINSON**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Rebecca Houseman

City Manager

Date: \_\_\_\_\_

*Kevin Lord*  
\_\_\_\_\_

Kevin Lord, PE, PLS

Team Leader

Date: September 26, 2025

**OWNER ATTEST:**

---

Michelle Ebbert  
Clerk/Treasurer  
Date: \_\_\_\_\_

**Scope of Services:**

**Construction Services** – MSA will provide construction services at the request of the City of Fort Atkinson for the South Main Street Bike Path project that was recently bid. MSA has estimated the construction services based on the anticipated construction timeframe for the project and the work involved. The project was just bid for an estimated cost of \$2,723,030 with Rock Road as the contractor and is to be completed by October 2, 2026. Anticipated construction may begin by May of 2026 but the Contractor will provide a schedule as the contracts are approved. Contracting and review of shop drawings is anticipated during the winter months. MSA has the ability to provide a resident engineer at many different levels of experience. MSA frequently uses interns within the summer months with direct supervision of the project from our construction supervisor. Although we assume a number of hours for the anticipated project, our goal is to leave the experience and time commitment that the City thinks is necessary up to you. We have the ability to accommodate.

MSA will assist with construction services as set forth below based on the rates provided and the timeframe determined in the Contract. Construction services will be services described below and as verified with the City prior to construction.

**1. Construction Administration**

- a. Project Administration: Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- b. QA/QC: Employ documented quality-assurance/quality-control procedures throughout project.
- c. Project Notice: Work with the City to notify residents and the City of the pending project and the schedule to alleviate concerns during construction.
- d. Pre-Construction Meeting: Coordinate and Conduct Preconstruction Meeting
- e. Construction Progress Meetings: Facilitate and attend weekly onsite meetings as necessary with the Contractor, Engineer, and City Staff.
- f. Contractor Communication: Respond to Contractor Requests for Information and assist in interpretation of contract documents in person, in writing, or by telephone.
- g. Submittal Review: Review Contractor Shop Drawings, Submittals, Schedules and Samples for compliance with Construction Documents.
- h. Site Visits: Make periodic site visits to observe contractor's work in progress.
- i. Change Orders: Review Change Order requests from Contractor; recommend Change Orders to Owner as appropriate.
- j. Applications for Payment: Review Contractor Applications for Payment; make payment recommendation to Owner as appropriate.
- k. Project Closeout: Prepare punch list (items to be completed or corrected), and Substantial Completion Certificate. Review Contractor work and completion documents for compliance with construction contract and readiness for final payment (*includes warranty documentation and lien waiver review*). Work with the City on the close out of the Tap Grant funding for the project.

**2. Construction Staking**

- a. Provide line and grade stakes as necessary for:
  - o Sanitary Sewer
  - o Water Main
  - o Storm Sewer
  - o Roadway subgrade and base courses
  - o Concrete Curb and Gutter
  - o Sidewalk
  - o Pavement
  - o Property lines
  - o Items determined necessary by the Contractor

**3. Construction Observation**

- a. Furnish a Construction Observer to observe the progress and quality of the Contractor's work on the Project. Duties and responsibilities of the CO include:
  - o Attend meetings with Contractor, such as preconstruction conferences and progress meetings.
  - o Assist in communication between Engineer, Contractor and Owner, especially when additional information, interpretation, or clarification is needed regarding existing conditions or contract documents.
  - o Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - o Verify that tests, equipment, and systems start-ups are conducted and documented appropriately.
  - o Maintain orderly files and prepare a daily report recording Contractor's hours and activities at the site.
  - o Review applications for payment with regard to Work completed, and materials and equipment delivered at the Site.
  - o Participate in visits to the Project to determine punch list items, and readiness for Substantial Completion and Final Completion.
- b. MSA Professional Services will provide staff to complete the construction observation of the project. The estimated services will be based on the actual Contractors schedule. Actual construction may be more or less than the time provided and will be based on the Contractor's schedule.

#### **4. Post Construction**

- a. Record Drawings: Prepare Record Drawings based on addenda, Field Orders, Change Orders and Contractor's Records
- b. Correction Period: Visit site with Owner one month prior to end of Contractor's correction period to ascertain if any work is subject to correction.

**ATTACHMENT B:  
RATE SCHEDULE**

CLASSIFICATION

LABOR RATE

Administrative	\$ 85 – \$154/hr.
Architects	\$ 85 – \$198/hr.
Community Development Specialists	\$137 – \$198/hr.
Digital Design	\$115 – \$151/hr.
Environmental Scientists/Hydrogeologists	\$110 – \$193/hr.
Geographic Information Systems (GIS)	\$100 – \$193/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$110 – \$160/hr.
IT Support	\$175 – \$193/hr.
Land Surveying	\$ 85 – \$198/hr.
Landscape Designers & Architects	\$ 85 – \$220/hr.
Planners	\$ 85 – \$215/hr.
Principals	\$225 – \$314/hr.
Professional Engineers/Designers of Engineering Systems	\$155 – \$204/hr.
Project Managers	\$120 – \$248/hr.
Real Estate Professionals	\$140 – \$193/hr.
Staff Engineers	\$ 85 – \$149/hr.
Technicians	\$100 – \$151/hr.
Wastewater Treatment Plant Operator	\$ 92 – \$118/hr.

REIMBURSABLE EXPENSES

Copies/Prints .....	Rate based on volume
Specs/Reports .....	\$10
Copies .....	\$0.14/page
Plots.....	\$0.01/sq.in.
Flash Drive.....	\$10
GPS Equipment.....	\$20/hour - \$10.75/hour for DOT
GPS R2 Equipment .....	\$20/hour - \$2/hour for DOT
Dini Laser Level.....	\$85/per day
Mailing/UPS.....	At cost
Mileage – Reimbursement.....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle.....	\$0.70 mile standard/ \$0.69 mile for DOT
Nuclear Density Testing.....	\$30/day
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine .....	Included in labor rates
Robotic Survey Equipment .....	\$20/hour - \$10/hour for DOT
Stakes/Lath/Rods .....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing .....	At cost
Geodimeter.....	\$30/hour
Drone Flight.....	\$375/flight - \$360/flight for DOT

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2025. It is estimated that general rates will escalate some in 2026 but will be relatively in line with the above.

WORK PLAN - City of Fort Atkinson, South Main Street CRS										
MSA Professional Services		Project Manager	Project Engineer	Surveyor	Construction Management	Construction Inspection	Mileage	Equipment Charges	Total Hours	Total Cost
September 26, 2025		Kevin Lord	Matt Wathke	Ben Maxwell	James Bongard	Ty Dressler				
Resource		Kevin Lord	Matt Wathke	Ben Maxwell	James Bongard	Ty Dressler				
Hourly Rate		\$230.00	\$163.00	\$128.00	\$163.00	\$127.00				
Task/Activity	Task	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours				
<b>Task 1 - Construction Related Services</b>										
Administration and Correspondence		4			24				28	\$4,832
Attend precon and prepare minutes		4	8		4	6			22	\$3,638
Review shop drawings and material submittals			4			24			28	\$3,700
Construction Staking				180			\$980	\$3,200	180	\$27,220
Construction Engineering Services and Inspection		4	8		40	720	\$4,196		772	\$104,380
Pay Requests and Quantities					16	24			40	\$5,656
Asbuilt Plans and Basemaps			4			30			34	\$4,462
Grant Reimbursement Docs		2	4						6	\$1,112
<b>sub total</b>		<b>14</b>	<b>28</b>	<b>180</b>	<b>84</b>	<b>804</b>	<b>5,176</b>	<b>3,200</b>	<b>1,110</b>	<b>155,000</b>



## MEMORANDUM

**DATE:** December 2, 2025

**TO:** Fort Atkinson City Council

**FROM:** Adrian Bump, Police Chief  
Dan Hefty, Captain

**RE:** Review and possible action relating to Police Department squad car purchase, equipment and upfitting order for 2026 (Bump, Police Chief)

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### BACKGROUND

The Police Department is set to replace one (1) police vehicle in 2026. Funds are established in the 2026 Budget under the Police Outlay Account in the amount of \$71,500.00. The Police Department requested bids for the 2026 Ford Interceptor SUV. Through the bid process, staff received bids from Ewald Ford and Griffin Ford. The Fort Atkinson Police Department uses 10-33 Vehicle Services for all our squad upfitting needs. The company can complete all the department's upfitting needs and is able to purchase all the needed equipment specific to the City's squad cars directly from the various vendors at Wisconsin/Government pricing to ensure all squads are equipped and upfitted identically. (Whelen, Setina, Gamber Johnson, etc). The 2026 Squad will also require a mobile radio that was quoted through GenComm.

### DISCUSSION

There are limited available quantities of squad cars available for 2026. There is also an estimated 4-6 month delivery time for the order, which is why staff is bringing this request to the City Council in December 2025. Purchase/payment is not required until delivery. Delivery is guaranteed not to occur until 2026. Squad upfitting is also difficult throughout the year as agencies are all trying to get new squads fitted and on the road. Being ahead of other agencies with earlier delivery has allowed the department to get through the process ahead of many agencies each year. Coordinating the multiple purchases for the squad car and equipment is essential in managing this project.

### FINANCIAL ANALYSIS

Ewald Commercial Vehicle Services. Ewald was awarded the Wisconsin State contract for 2026 Ford Squad cars. Their price was the lowest bid of all submitting dealers in the State and they are the largest fleet provider in Wisconsin.

2026 quote for the Ford SUV: **\$45,075.00**

Griffin Ford. A local dealer, Griffin Ford, also provided a competitive quote for the same Ford

Interceptor Squad. The local dealer has been a strong contributor for competitive fleet needs in Fort Atkinson over the past 10 years. While Griffin offered a slightly higher price (\$194.00), staff feels that it is beneficial to support a local business, thereby supporting the community. Staff has included the proposal from Griffin in the total project cost below.

2026 quote for the Ford SUV: **\$45,269.00**

The department will be using additional money within the Outlay Account for the squad car beyond the vehicle purchase price for squad-specific equipment and changeover fees. Staff would like to request pre-approval to move forward with those purchases after the vehicles arrive in or around March 2026.

Ford Interceptor SUV Equipment unfitting (10-33 Vehicle Services LLC): **\$22,885.88**

Kenwood Mobile Radio (General Communications): **\$3,127.89**

This equipment will be coming from multiple vendors but purchased through 10-33 Vehicle Services, except for the mobile radio, which is quoted and will be provided by General Communications, which provides all radio and communication platform equipment and services for the City. All prices are direct vendor pricing under the State of Wisconsin/Government pricing.

**Total Quoted Project: \$71,282.77**

#### **RECOMMENDATION**

Staff recommends that the City Council authorize staff to execute the order through Griffin Ford for one (1) new squad car for \$45,269 and approve the additional equipment at a cost of \$26,013.77 to complete the entire squad transition process with budgeted funds on or after January 1, 2026.

Total funds used to purchase the squad and equipment will not exceed the \$71,500 CIP budgeted amount.

#### **ATTACHMENTS**

1. Est\_2854\_from\_1033\_Vehicle\_Services\_LLC\_125836
2. Ewald Squad
3. Squad Car Griffin Ford Quote
4. Squad Radio



# Estimate

Date	Estimate #
7/23/2025	2854

10-33 Vehicle Services, LLC  
 N4615 Indian Point Rd.  
 Sullivan, WI 53178  
 Phone: (262) 490-3109  
 Email: Bflood@1033VS.com

**Customer:**

Fort Atkinson Police Department  
 101 S Water St.  
 Fort Atkinson, WI 53538

Item	Description	Qty	Rate	Total
SET UP UTILITY	SET UP FORD POLICE INTERCEPTOR UTILITY	40.00	130.50	5,220.00
C399	WHELEN CENCOM CORE AMPLIFIER CONTROL MODULE	1.00	1,085.60	1,085.60
CCTL7	WHELEN CORE 21 BUTTON CONTROL HEAD	1.00	0.00	0.00
C399SP	WHELEN SCANPORT, FITS C399	1.00	0.00	0.00
SA315P	WHELEN COMPOSITE SIREN SPEAKER	1.00	0.00	0.00
SAK75D	WHELEN SA315P BRACKET, 2025+ UTILITY	1.00	0.00	0.00
BSFW50Z	WHELEN WECANX INNER EDGE FST, TEN LAMP	1.00	1,043.05	1,043.05
ISDD	WHELEN INNER EDGE FST DUO LIGHTHEAD, RED/WHITE	5.00	0.00	0.00
ISDE	WHELEN INNER EDGE FST DUO LIGHTHEAD, BLUE/WHITE	5.00	0.00	0.00
BS50Z	WHELEN WECANX INNER EDGE RST, TEN LAMP	1.00	897.00	897.00
ISDK	WHELEN INNER EDGE DUO LIGHTHEAD, R/A	5.00	0.00	0.00
ISDM	WHELEN INNER EDGE DUO LIGHTHEAD, B/A	5.00	0.00	0.00
TCRWX5	WHELEN TRACER, 5 POD WECANX	1.00	836.05	836.05
TCRWXPD	WHELEN TRACER PRIMARY POD, DUO RED/WHITE	1.00	0.00	0.00
TCRWXSD	WHELEN TRACER POD, DUO RED/WHITE	4.00	0.00	0.00
TCRWX5	WHELEN TRACER, 5 POD WECANX	1.00	836.05	836.05
TCRWXPE	WHELEN TRACER PRIMARY POD, DUO BLUE/WHITE	1.00	0.00	0.00
TCRWXSE	WHELEN TRACER POD, DUO BLUE/WHITE	4.00	0.00	0.00
TCRB50	WHELEN TRACER BRACKET, 2020 UTILITY	2.00	0.00	0.00
CCTL5	WHELEN CENCOM CORE HANDHELD CONTROL HEAD	1.00	280.68	280.68
CAT6	CAT 6 CABLE	1.00	15.95	15.95
CAT6 COUPLER	CAT 6 COUPLER	1.00	5.99	5.99
CAT6 SPLIT	CAT 6 2 WAY SPLITTER	1.00	15.68	15.68
CV2V	WHELEN CORE VEHICLE TO VEHICLE SYNC MODULE	1.00	198.95	198.95
CEM16	WHELEN WECAN X EXPANSION MODULE, 16 OUTPUT 4 INPUT	2.00	173.27	346.54
LCPHOTO	WHELEN PHOTOCELL	1.00	75.96	75.96

Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>



# Estimate

Date	Estimate #
7/23/2025	2854

10-33 Vehicle Services, LLC  
 N4615 Indian Point Rd.  
 Sullivan, WI 53178  
 Phone: (262) 490-3109  
 Email: Bflood@1033VS.com

**Customer:**

Fort Atkinson Police Department  
 101 S Water St.  
 Fort Atkinson, WI 53538

Item	Description	Qty	Rate	Total
SA-1033-TLF-FPI...	CUSTOM UTILITY TAIL LIGHT FLASHER HARNESS	2.00	71.50	143.00
I2D	WHELEN ION DUO RED/WHITE (SIDE WINDOW)	1.00	122.25	122.25
I2E	WHELEN ION DUO BLUE/WHITE (SIDE WINDOW)	1.00	122.25	122.25
TLI2K	WHELEN ION T-SERIES DUO, RED/AMBER (HATCH)	1.00	118.08	118.08
TLI2M	WHELEN ION T-SERIES DUO, BLUE/AMBER (HATCH)	1.00	118.08	118.08
LINV2R	WHELEN LINV2, RED (MIRROR)	1.00	175.65	175.65
LINV2B	WHELEN LINV2, BLUE (MIRROR)	1.00	175.65	175.65
PMP2BKUMB8-D	SOUND OFF SIGNAL MIRROR LIGHT BRACKET, 2025 UTILITY		33.40	33.40
PMP2BKUMB8-P	SOUND OFF SIGNAL MIRROR LIGHT BRACKET, 2025 UTILITY		33.40	33.40
60CREGCS	WHELEN 6" ROUND LED INTERIOR LIGHT RED/WHITE	1.00	153.10	153.10
I2D	WHELEN ION DUO RED/WHITE (LICENSE PLATE)	1.00	122.25	122.25
I2E	WHELEN ION DUO BLUE/WHITE (LICENSE PLATE)	1.00	122.25	122.25
SHIP	SHIPPING (Estimate only)	3.00	8.00	24.00
BK2019ITU20	SETINA PB450L WITH WHELEN IONS, 2 RED/WHITE, 2 BLUE/ 2020 FORD UTILITY	1.00	924.95	924.95
PK1126ITU20TM	SETINA 10XL C COATED POLY PARTITION, 2020+ UTILITY	1.00	900.80	900.80
QK0635ITU25	SETINA OEM REPLACEMENT SEAT W/ #12 VINYL COATED EXPANDED METAL CARGO PARTITION & CENTER PULL SEAT BELTS	1.00	1,319.40	1,319.40
GK10342UHKSVS...	SETINA Dual T-Rail Mount 2 Universal XL , Handcuff Key Override	1.00	490.25	490.25
TK2307ITU20	SETINA CARGO DECK WITH LOWER TRAY	1.00	1,198.65	1,198.65
SHIP	SHIPPING (ESTIMATE ONLY)	1.00	650.00	650.00
7170-0734-04	GAMBER JOHNSON CONSOLE KIT, 2020+ FORD UTILITY 17170 EFJ FACE PLATE 7160-0339 CEN COM FACEPLATE	1.00	865.73	865.73

Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>



# Estimate

Date	Estimate #
7/23/2025	2854

10-33 Vehicle Services, LLC  
 N4615 Indian Point Rd.  
 Sullivan, WI 53178  
 Phone: (262) 490-3109  
 Email: Bflood@1033VS.com

**Customer:**

Fort Atkinson Police Department  
 101 S Water St.  
 Fort Atkinson, WI 53538

Item	Description	Qty	Rate	Total
7160-1337-01	GAMBER JOHNSON CLOSE-TO-DASH TABLET MOUNT, 2020 UTILITY	1.00	245.92	245.92
73557	BLUE SEA DUAL USB	2.00	54.17	108.34
SUPPLIES	12 VOLT POWER PORT	2.00	3.00	6.00
SHIP	SHIPPING (ESTIMATE ONLY)	1.00	100.00	100.00
MMSU-1	MAGNETIC MIC SINGLE UNIT	1.00	30.14	30.14
COAX	COAX CABLE	1.00	15.43	15.43
EMFLX-M10008-...	E/M WAVE WIDE BAND VHF QUARTER-WAVE ANTENNA	1.00	98.05	98.05
SH-IN2440	PANORAMA ANTENNA SHARKEE	1.00	258.75	258.75
SHIP	SHIPPING (Estimate only)	1.00	15.00	15.00
76610	90 AMP MEGA CIRCUIT BREAKER	1.00	41.99	41.99
SUPPLIES	INSTALLATION SUPPLIES	1.00	750.00	750.00
HARNESS	CUSTOM WIRE HARNESS	1.00	750.00	750.00
SA-1033-MAIN	CUSTOM MAIN HARNESS, FORD UTILITY	1.00	585.00	585.00
SA-1033-HATCH	CUSTOM HATCH HARNESS	1.00	323.40	323.40
SA-1033-REAR	CUSTOM REAR HARNESS	1.00	194.40	194.40
SA-1033-OVERLAY	CUSTOM OVERLAY HARNESS	1.00	111.46	111.46
SA-402	CORE FRONT END HARNESS, CEM TO PUSH BUMPER	1.00	113.38	113.38
SA-412	CORE FRONT END HARNESS, MPOWER INTEGRATION	1.00	93.28	93.28
HRP1	HEADREST PRINTER MOUNT	1.00	343.75	343.75
SHIP	SHIPPING (Estimate only)	1.00	15.00	15.00
CAT6	CAT 6 CABLE	1.00	15.95	15.95

Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.	<b>Subtotal</b>	\$22,885.88
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$22,885.88



## Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

# Fort Atkinson Police Department

Prepared For: Adrian Bump

920-397-9905

abump@fortatkinsonwi.gov

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD





# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (  Complete )

## Quote Worksheet

	<b>MSRP</b>
Base Price	\$48,550.00
Dest Charge	\$1,695.00
Total Options	\$1,637.00
<b>Subtotal</b>	<b>\$51,882.00</b>
<b>Subtotal Pre-Tax Adjustments</b>	<b>\$0.00</b>
Less Customer Discount	(\$6,807.00)
<b>Subtotal Discount</b>	<b>(\$6,807.00)</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$45,075.00</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$45,075.00</b>

### Comments:

2026 Ford PIU Non-Hybrid to your specs as detailed, (similar to '25 Ford PIU quote). Registration fees are NOT included. Delivery can not be anticipated due to current market conditions.

\_\_\_\_\_  
Dealer Signature / Date

\_\_\_\_\_  
Customer Signature / Date

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Data Version: 26439. Data Updated: Sep 9, 2025 6:57:00 PM PDT.



# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## Standard Equipment

### Mechanical

- Engine: 3.3L V6 Direct-Injection Hybrid System -inc: 136-MPH top speed (STD)
- Transmission: 10-Speed Automatic (STD)
- 3.73 Axle Ratio (STD)
- 50-State Emissions System
- Transmission w/Driver Selectable Mode and Oil Cooler
- Automatic Full-Time All-Wheel
- Engine Oil Cooler
- 92-Amp/Hr 850CCA Maintenance-Free Battery
- Hybrid Electric Motor 220 Amp Alternator
- Class III Towing Equipment -inc: Hitch
- Trailer Wiring Harness
- Police/Fire
- 6840# Gvwr 1500# Maximum Payload
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Steering
- 19 Gal. Fuel Tank
- Dual Stainless Steel Exhaust
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
- Lithium Ion (li-Ion) Traction Battery 1.5 kWh Capacity

### Exterior

- Wheels w/Hub Covers
- Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
- Tires: 255/60R18 AS BSW
- Steel Spare Wheel

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Data Version: 26439. Data Updated: Sep 9, 2025 6:57:00 PM PDT.



# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## Exterior

- Full-Size Spare Tire Mounted Inside Under Cargo
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
- Body-Colored Bodyside Cladding and Black Wheel Well Trim
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Black Grille
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Auto On/Off Projector Beam Led Low/High Beam Headlamps
- LED Brakelights

## Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and External Memory Control
- Radio: AM/FM/MP3 Capable -inc: 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem, Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables optional telematics services through Ford or authorized providers via paid subscription, Subscribe at <https://fordpro.com/en-us/telematics/> or call 1-833-811-FORD (3673)
- SYNC Phoenix Communication & Entertainment System -inc: hands-free voice command support compatible w/most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack
- 4 Speakers
- Integrated Roof Antenna
- Wireless Phone Connectivity
- 1 LCD Monitor In The Front

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## Interior

- Driver Seat
- Passenger Seat
- 35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
- Power Rear Windows and Fixed 3rd Row Windows
- Selective Service Internet Access
- Compass
- Remote Keyless Entry
- Remote Releases -Inc: Power Cargo Access
- Cruise Control w/Steering Wheel Controls
- Dual Zone Front Automatic Air Conditioning
- Rear HVAC
- HVAC -inc: Underseat Ducts
- Locking Glove Box
- Driver Foot Rest
- Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 8-way power track w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks
- Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors
- Mini Overhead Console w/Storage and 2 12V DC Power Outlets
- Front And Rear Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Carpet Floor Trim
- Cargo Features -inc: Cargo Tray/Organizer

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Data Version: 26439. Data Updated: Sep 9, 2025 6:57:00 PM PDT.



# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

## Interior

- Cargo Space Lights
- Smart Device Remote Engine Start
- Fleet Telematics Modem Tracker System
- Smart Device Integration
- Dashboard Storage, Driver And Passenger Door Bins
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks
- Driver Information Center
- Redundant Digital Speedometer
- Trip Computer
- Digital/Analog Appearance
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Perimeter Alarm
- 2 12V DC Power Outlets
- Air Filtration

## Safety-Mechanical

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

## Safety-Exterior

- Side Impact Beams

## Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Emergency Sos Capability
- Reverse Sensing System Rear Parking Sensors
- BLIS (Blind Spot Information System) Blind Spot
- Pre-Collision Assist with Pedestrian Detection
- Rear Cross-Traffic Braking
- Collision Mitigation-Front

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## Safety-Interior

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Passenger Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera w/Washer

## WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 100,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Hybrid/Electric Components Years: 8

Hybrid/Electric Components Miles/km: 100,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## Selected Model and Options

MODEL		
CODE	MODEL	MSRP
K8A	2026 Ford Police Interceptor Utility AWD	\$48,550.00

COLORS	
CODE	DESCRIPTION
UM	Agate Black

ENGINE		
CODE	DESCRIPTION	MSRP
99B	Engine: 3.3L V6 Direct-Injection -inc: 136-MPH top speed, Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank w/21.4-gallon tank	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
44U	Transmission: 10-Speed Automatic (44U)	\$0.00

OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
500A	Order Code 500A	\$0.00

AXLE RATIO		
CODE	DESCRIPTION	MSRP
---	3.73 Axle Ratio (STD)	\$0.00

PRIMARY PAINT		
CODE	DESCRIPTION	MSRP
UM	Agate Black	\$0.00

SEAT TYPE		
CODE	DESCRIPTION	MSRP
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 8-way power track w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
51T	Driver Only LED Bulb Spot Lamp (Whelen)	\$420.00
59E	Keyed Alike - 1435x	\$50.00
66A	Front Headlamp Lighting Solution -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	\$900.00

## ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
67V	Front & Rear Police Wire Harness Connector Kit -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	\$200.00

## CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
Delivery	Delivery from Hartford Ford to Fort Atkinson	\$67.00
<b>Options Total</b>		<b>\$1,637.00</b>

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# Ewald Automotive Group

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Vehicle: [Fleet] 2026 Ford Police Interceptor Utility (K8A) AWD (  Complete )

## Price Summary

### PRICE SUMMARY

	<b>MSRP</b>
Base Price	\$48,550.00
Total Options	\$1,637.00
Vehicle Subtotal	\$50,187.00
Destination Charge	\$1,695.00
<b>Grand Total</b>	<b>\$51,882.00</b>

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Data Version: 26439. Data Updated: Sep 9, 2025 6:57:00 PM PDT.



Date: **09/12/2025 10:31 AM**  
 Salesperson: *Dennis Mitchell John Chady*  
 Manager: *Dennis Mitchell*

**FOR INTERNAL USE ONLY**

---

BUSINESS NAME CITY OF FORT ATKINSON Home Phone: (920) 397-9905

---

CONTACT \_\_\_\_\_

---

Address : 101 N MAIN ST  
FORT ATKINSON, WI 53538 Work Phone: (920) 397-9908  
JEFFERSON

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E-Mail : abump@fortatkinsonwi.gov Cell Phone: (920) 397-9916

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VEHICLE

Stock # : \_\_\_\_\_ New / Used : New VIN : \_\_\_\_\_ Mileage : 0

---

Vehicle : 2026 Ford Police Interceptor Utility Color : \_\_\_\_\_

---

Type : Base All-Wheel

---



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TRADE IN

Payoff : \_\_\_\_\_ VIN : \_\_\_\_\_ Mileage : \_\_\_\_\_

---

Vehicle : \_\_\_\_\_ Color : \_\_\_\_\_

---

Type : \_\_\_\_\_

---

Selling Price	52,245.00
Discount	7,375.00
Adjusted Price	44,870.00
_____	_____
_____	_____
_____	_____
_____	_____
Total Purchase	44,870.00
Trade Allowance	_____
<b>Trade Difference</b>	_____
_____	_____
Service Fee	399.00
_____	_____
Trade Payoff	_____
Cash Deposit	_____
Balance	45,269.00

---

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



Madison - (608)271-4848  
 Milwaukee - (262)439-2000  
 Eau Claire - (715)225-7604  
 WI Rapids - (715)424-3050  
 McHenry - (815)385-4224

2880 Commerce Park Drive  
 Madison, WI 53719

800-356-3200 | www.gencomm.com

# SALES QUOTE

Sales Quote No: 36384

Date: 3/24/25

Account No: 1830

**Bill To:** Fort Atkinson Police Dept.  
 101 S. Water Street, W  
 Fort Atkinson, WI 53538  
 USA

**Ship To:** Fort Atkinson Police Dept.  
 Attn: Adrian Bump  
 101 S. Water Street, W  
 Fort Atkinson, WI 53538  
 USA

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Ron Sampson	Pending	Spee-Dee	NET 30 Days	4/23/25

Notes
Captain Dan Hefty 608-295-4377  Customer to install radio  P25 Phase 2 feature is an additional \$380.00 at time of order  Use file: fapd vm2-6-23.aep

Item No	Description	Quantity	UM	Price	Amount
VM5730BF	Kenwood VM5000, VHF 136-174 MHZ Mobile unit	1.00	Each	\$2,895.68	\$2,895.68
KCH-19VM	Kenwood Dash Control Head	1.00	Each	\$0.00	\$0.00
KCT-71M2	Kenwood Remote Control Cable (17 feet)	1.00	Each	\$0.00	\$0.00
KMC-65M	Kenwood Mobile Mic 8-Pin Plug	1.00	Each	\$0.00	\$0.00
KRK-17BF	EF Johnson VM5000 Remote Kit for KCH-19/20	1.00	Each	\$0.00	\$0.00
KRK-14HV	EF Johnson Control Head Rear Panel, KCH-19 (for Viking)	1.00	Each	\$0.00	\$0.00
KCT-23M3	Kenwood DC Cable (35/45W Remote mount)	1.00	Each	\$0.00	\$0.00
KMB-33M	Kenwood Standard Mounting Bracket	1.00	Each	\$0.00	\$0.00
597539077901	EF Johnson USB Micro A-B Cable	1.00	Each	\$0.00	\$0.00
KCT-46	Kenwood Ignition sense cable (plugs directly into mobile chassis ignition sense line)	1.00	Each	\$0.00	\$0.00
KES-8K	Kenwood External Speaker	1.00	Each	\$0.00	\$0.00
8322000002	EF Johnson P25 Conventional Option	1.00	Each	\$0.00	\$0.00
8322000005	EF Johnson P25 Phase 1 Trunking Option	1.00	Each	\$0.00	\$0.00
8326000006	EF Johnson 1024 Channels/Talkgroups	1.00	Each	\$0.00	\$0.00
8323000001	Single Key DES	1.00	Each	\$0.00	\$0.00
8323000002	EF Johnson Viking AES Single Key Encryption	1.00	Each	\$0.00	\$0.00
8323000005	EF Johnson ARC4 (ADP Compatible) Viking	1.00	Each	\$0.00	\$0.00
8323000006	EFJohnson Multi Key Disable	1.00	Each	\$0.00	\$0.00
8326000015	EF Johnson 25KHz Disabled	1.00	Each	\$0.00	\$0.00
PROG	Programming of radio equipment	1.00	Each	\$60.00	\$60.00
KLF-2	Kenwood Line Filter (suppresses alternator whine, 25dB, 25A max)	1.00	Each	\$40.86	\$40.86
MWV1365S	PCTEL (Wiscom) Wideband Antenna 136-174 MHz	1.00	Each	\$85.00	\$85.00
NMO58UCP	PCTEL Roof Mount Mobile Antenna Mounting Kit - 0-960 MHz, 3/4" Hole, Brass, 17' Cable, PL259 Incl	1.00	Each	\$26.35	\$26.35

\* A 3% surcharge applies to all credit card payments.

Unless otherwise specified, shipping and handling charges are not included and will be added to the associated invoice.

Quote Accepted By \_\_\_\_\_ Date \_\_\_\_\_



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 Attn: Adrian Bump  
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 Fort Atkinson, WI 53538  
 USA

Returns & exchanges are accepted within 30 days of purchase and require an RMA number. Items must be in unused condition and in original packaging. Special order items are non-returnable and may not be cancelled once shipped from vendor/manufacture. Radio and infrastructure equipment/manufacturers carry a 25% restocking fee.

\* A 3% surcharge applies to all credit card payments.

Unless otherwise specified, shipping and handling charges are not included and will be added to the associated invoice.

<b>Subtotal</b>	\$3,107.89
<b>Freight</b>	\$20.00
<b>Sales Tax</b>	\$0.00
<b>Sales Order Total</b>	\$3,127.89

Quote Accepted By \_\_\_\_\_ Date \_\_\_\_\_



## MEMORANDUM

**DATE:** December 2, 2025

**TO:** Fort Atkinson City Council

**FROM:** Bruce Peterson, Fire Chief

**RE:** Review and possible action relating to the repair of the Fire Department heating and ventilation system at a cost not to exceed \$9,865 (Peterson, Fire Chief)

---

### BACKGROUND

The Fort Atkinson Fire Department station's HVAC heating system has experienced ongoing operational issues for an extended period of time. Fire Department personnel have made efforts to keep the system running through internal adjustments and temporary fixes. The system is becoming increasingly unreliable, often shutting down and leaving the living and administrative areas with no heat until reset. Ahern's HVAC from Madison was brought in to conduct an evaluation and found the system has been shutting down due to excessive amperage draw and identified several critical failures, including a failing inverter board, a failing compressor, and a refrigerant leak within the system.

### DISCUSSION

The HVAC system continues to operate in an erratic manner and repair is needed to maintain consistent heat within the building. The most impacted areas are the second floor administrative offices and staff sleeping quarters. Failure of the system remains a real possibility, which would require temporary use of space heaters to maintain basic building temperatures.

Ahern's provided a repair estimate of \$9,865 dollars to address the inverter board, compressor replacement, and refrigerant leak. They also provided a separate annual maintenance quote of \$7,250 dollars, largely due to the complexity of the system design and the difficulty in accessing the multiple separate units.

At this time, staff is recommending that the annual maintenance agreement be deferred until a broader evaluation of the overall HVAC system can be completed. Consideration should be given to whether replacement with conventional rooftop HVAC units would be a more sustainable and cost-effective long term solution. This broader evaluation can be undertaken in coordination with the new Facilities Manager in 2026.

Parts availability for this system is limited and may continue to be impacted by current tariff conditions, making timely approval and ordering important to avoid further operational disruption.

**FINANCIAL ANALYSIS**

The estimated cost for the immediate repair is \$9,865 dollars. Funding will be drawn from the Contract Repair and Maintenance budget account (01-52-5231-2000). This repair will overdraw that account by approximately \$7,000 dollars. However, staff anticipates that there will be over-realized revenue in several accounts, so that the overall 2025 budget will net positive. No annual maintenance expenditure is recommended at this time, pending a full system review and long-term planning discussion.

**RECOMMENDATION**

Staff recommends the City Council approve the proposal from Ahren to repair the Fire Department's HVAC system at a cost not to exceed \$9,865.00.

**ATTACHMENTS**

1. 25-1118 FAFD Ahern HVAC Quote



6106 Manufacturers Drive  
Madison, WI 53704  
main 608.216.0283  
jfhern.com

November 18, 2025

Mike Lawrence  
Fort Atkinson Fire Department  
124 Milwaukee Ave W  
Fort Atkinson WI 53538

Phone: (920)397-9908

Work Location: Fort Atkinson Fire Department  
124 Milwaukee Ave W  
Fort Atkinson, WI 53538

Quote #: 577647 / 1

### MECHANICAL SYSTEM WORK ORDER SERVICE PROPOSAL

Dear Mike,

We are pleased to submit our proposal for HVAC Inspection System services at the above-referenced facility based upon our conversation and / or job site visit.

We will perform the quoted and proposed services per your written approval. If this proposal meets your needs, please sign and send the completed proposal back to AHanson@jfhern.com or fax a signed copy to (608)216-0284.

The pricing is based on work performed during the normal working hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. This proposal does not include applicable sales tax and is valid for a period of thirty (30) days. The attached General Terms and Conditions shall be made part of this quotation. Once returned to us, we will call to set up an appointment.

Thank you for this opportunity to quote. If you have any questions or require further details, please feel free to call me directly.

Sincerely,

Allen Hanson  
Senior Service Sales Representative

Phone: (608)223-7930  
Fax: (608)216-0284  
Email: AHanson@jfhern.com

Enclosure

Quote Date: 11/18/2025

Page 1 of 6

Page 99 of 104



6106 Manufacturers Drive  
 Madison, WI 53704  
 main 608.216.0283  
 jfahern.com

**HVAC Inspection Service Agreement for Fort Atkinson Fire Department**

Mike Lawrence  
 Fort Atkinson Fire Department  
 124 Milwaukee Ave W  
 Fort Atkinson WI 53538

Phone: (920)397-9908

Quote #: 577647/1

**MECHANICAL SYSTEM SERVICES**

**Scope of Work/Clarifications:**

The Samsung unit has a failed compressor and inverter board. There is also a small leak in the system. We will pull charge, fix the leak if it is repairable, replace the compressor and the inverter board. I am including a lift rental.  
 All labor and parts included for the above mentioned repairs.

**Tariff Price Escalation**

The price set forth in this document has been calculated and determined without any contingency for tariff impacts. Because of uncertainty regarding the implementation, timing and impacts of tariffs, no valid means exist by which the likely effects of tariffs currently can be reasonably assessed. This document is submitted assuming that any tariff impacts upon the proposed price will entitle Ahern to a commensurate equitable adjustment to the price to account for any such increased costs. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or relate to government-imposed measures, government prohibitions, port or customs delays, or other industrial disturbances, shortages of goods, and other like events resulting from tariffs. If this document contains materials subject to tariffs imposed after the quotation or proposal date, the price shall be adjusted to reflect the actual increase in costs directly attributable to such tariff, duty, or surcharge. Ahern shall provide reasonable documentation evidencing the increased costs.

**Service Location:**

Fort Atkinson Fire Department  
 124 Milwaukee Ave W  
 Fort Atkinson, WI 53538

<b>1</b>	Date Requested: 11/18/2025	Fixed Price	\$9,865.00	Initial if Accepted
Description:	Samsung Repairs			
Item Notes:				
<u>Equipment</u>	<u>System ID</u>	<u>System Loc</u>		

<b>Total for All Services:</b>	<b>\$9,865.00</b>
--------------------------------	-------------------

Quote #: 577647/1  
 Quote Date: 11/18/2025



6106 Manufacturers Drive  
Madison, WI 53704  
main 608.216.0283  
jfahern.com

Contract Representative		Customer Authorized Representative Signature	
Name:	Allen Hanson	Print Name:	Mike Lawrence
Title:	Senior Service Sales Representative	Signature:	
Date:	11/18/2025	Date:	
		PO #:	

Signed acknowledgement of this agreement confirms acceptance of all the above scope of work and clarifications as well as all the attached Notes and Clarifications and General Terms and Conditions. Any PO reference is for convenience only and such PO does not form a part of these General Terms and Conditions.

Quote #: 577647/1  
Quote Date: 11/18/2025

## GENERAL TERMS AND CONDITIONS OF SALE

**1. ENTIRE CONTRACT** The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete, and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchaser's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract. This Contract and its referenced documents represent the entire and integrated contract between the parties and supersedes all prior negotiations, representations, agreements, or contracts, either written or oral and may not be modified by course of dealing, course of performance or usage of trade, but only modified in writing signed by an authorized representative of each party. This Contract shall extend to and be binding upon the parties and their respective successors and permitted assigns.

**2. PROPOSALS AND CONTRACT** Seller's proposal or quotation are not subject to cancellation, suspension, or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

**3. PRICES** In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be modified by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

**4. PAYMENT** All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

**5. DELAYS** Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, quarantines, pandemics, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

**6. EXCAVATION** When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring

is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

**7. SITE FACILITIES** Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

**8. STRUCTURE AND SITE CONDITIONS** While employees of Seller will exercise reasonable care, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, writing, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

**9. CODE COMPLIANCE** Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

**10. REPORTS** When inspection and/or test services are selected such inspection and/or test services shall be completed on Seller's then current inspection form which shall be provided to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS CONTRACT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.

**11. ALARM MONITORING SERVICES** Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement which will be provided under separate agreement upon purchase.

**12. EXCLUSIVE LIMITED WARRANTY** Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from installation. This warranty does not extend to normal wear and tear, any equipment that others have repaired, abused, altered, misused or that has not been properly and reasonably maintained. All parts as recorded on the face of the work order or invoice are warranted for a period of thirty (30) days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within thirty (30) days of

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installation. Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within thirty (30) days of the date of the original repair. Refrigerant leak repairs are warranted for a period of thirty (30) days. If within thirty (30) days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER. No premise not contained herein, or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser, or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage to the extent arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend, and hold Seller harmless from any and all third-party claims for personal injury, death, or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential, liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party; irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise. The foregoing limitation of warranty and liability shall supersede any and all other warranty and liability terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

**13. MODIFICATIONS AND SUBSTITUTIONS** Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract provided that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

**14. SEVERABILITY** If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other remaining and unaffected provisions.

**15. WAIVER.** Seller's waiver or acceptance of any breach by Purchaser, or Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment by Seller of such provision or right in any other instance.

**16. ASSIGNMENT** Any assignment of this Contract by Purchaser without the written consent of Seller shall be null and void. Seller may assign to its subsidiaries and affiliates at any time.

**17. CHANGES, ALTERATIONS, ADDITIONS** Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the Contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional

work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

**18. LEGAL NOTICE** For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

**19. INSURANCE** Purchaser shall name Seller as an additional insured on Purchaser's general liability and auto liability policies, which shall be provided on a primary, non-contributory basis. Purchaser shall carry property and casualty coverage and/or builders risk coverage with sufficient limits to cover any potential loss or damage. A waiver of subrogation is required for all policies required herein. Purchaser agrees that with respect to any losses covered by this Contract Purchaser hereby waives and releases Seller, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Purchaser agrees that its insurers shall have no right of subrogation against Seller and its insurers on account of this release.

**20. TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS** Terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

**21. CLAIMS AND CHOICE OF LAW** Within five days of the occurrence of any event or matter giving rise to a dispute(s), either party has the right to provide the other Party with a written Notice of Dispute. Within fifteen days of receipt of the Notice of Dispute, the Parties shall commence direct negotiations with management officers authorized to enter into a binding resolution or settlement of the dispute. Should direct negotiations fail to resolve the dispute(s) within fifteen days of the commencement of negotiations, all disputes, claims and matters in controversy relating to or arising from the Order, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless Seller provides written notice to Purchaser that it has elected in its sole discretion, that all such disputes, claims, and matters in controversy shall be decided by litigation. The Parties further agree that the sole and exclusive location and forum for such arbitration or litigation shall be the Fond du Lac County, Wisconsin Circuit Court. If this venue is deemed unenforceable by a court of competent jurisdiction, the parties agree that the alternative venue shall be the Federal District Court for the Eastern District of Wisconsin, Green Bay Division. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ORDER OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) AGREES THAT, IN THE EVENT OF LITIGATION, IT SHALL SEEK TO ENFORCE, AND SHALL ABIDE BY, THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS ORDER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND AGREEMENTS IN THIS SECTION. The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract.

**22. OVERTIME** Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium of the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

**23. INCIDENTAL LOSSES** All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

**24. INDEMNIFICATION** To the fullest extent permitted by law, PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND SELLER'S AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED

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CLAIMS, FINES, PENALTIES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, THAT ARISE FROM, RELATE TO, OR OTHERWISE ARE CONNECTED WITH, IN WHOLE OR IN PART, EITHER PARTY'S PERFORMANCE OF THIS CONTRACT, INCLUDING THE ACTS OR OMISSIONS OF EITHER PARTY'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Seller reserves the right to select counsel to represent it in any such action.

**25. DEFAULT** In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said services, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

**26. SPECIAL CONDITIONS** In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved and any high-pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra cost to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra cost to the Contract price. Seller acknowledges that Seller is responsible for ensuring that water-based sprinkler piping is adequately heated to prevent freezing and that all drum drips are required to be maintained and drained by Purchaser.

**27. HAZARDOUS CONDITIONS** Purchaser represents to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MIC, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall at all times remain the responsibility and property of Purchaser. Seller shall not be responsible for the testing, removal, or disposal of such hazardous materials.

**28. WASTE MANAGEMENT** If the work calls for the disposal of hazardous and/or non-hazardous waste materials ("Waste"), then Purchaser

shall: (a) be responsible for providing to Seller all necessary forms, waste profile sheets, laboratory analyses, samples, and other information pertaining to the types of Waste to be disposed and shall ensure that all Waste-related information furnished to Seller is accurate and complete; (b) secure, at its expense, all approvals, permits and other authorizations necessary to enable Seller to perform such Waste disposal services, except for those permits and licenses required to be obtained by Seller in connection with its own business; and (c) without limiting the foregoing, comply with all applicable laws and regulations in connection with such classification and disposal of Waste. Purchaser shall execute all manifests for the transportation, storage and disposal of any Waste removed from the project site. At no time will Seller take title to any Waste located on or removed from the project site, and such Waste shall be transported and disposed of as directed by Purchaser and in conformity with all applicable laws and regulations. Nothing in this Contract shall be construed or interpreted as requiring Seller to assume the status of, and Purchaser acknowledges that Seller does not act in the capacity nor assume responsibilities of, Purchaser or others as a 'generator,' 'operator,' 'transporter' or 'arranger' in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of RCRA, CERCLA, or any other similar federal, state or local law, regulation or ordinance. Purchaser acknowledges that Seller has played no part in and assumes no responsibility for generation or creation of any Waste that may be the subject matter of this Contract. Consistent with Purchaser's obligations under the INDEMNIFICATION provision at Section 24 of this Contract, Purchaser shall defend, indemnify and hold Seller harmless from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages (collectively, "Losses") that result from the transport, storage and/or disposal of Waste generated on and/or removed from the project site, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Purchaser shall be responsible for purchasing and maintaining its own liability insurance from financially sound insurance companies, including but not limited to environmental liability and pollution coverage.

**29. OSHA COMPLIANCE** Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of OSHA (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

**30. LIEN LAWS (WISCONSIN ONLY)** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

**31. NO THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

LAST UPDATE: 3/20/24