



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, FEBRUARY 3, 2026 – 7:00 PM
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/5997866403?pwd=alcreldSbGpNUVI1VnR1RWf5bXovdz09&omn=85105919995>

Meeting ID: 599 786 6403

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

AGENDA

- 1. Call meeting to order**
- 2. Roll call**
- 3. Pledge of Allegiance**
- 4. Consent Agenda:** *The Consent Agenda outlined below is hereby presented for action by the City Council. Items may be removed from the Consent Agenda on the request of any one Council member. Items not removed may be adopted by one action without debate. Removed items may be taken up either immediately after the Consent Agenda or placed later on the agenda at the discretion of the Council President.*
 - a. Review and possible action relating to the **minutes of the January 20, 2026, City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - b. Review and possible action relating to the **minutes of the January 27, 2026, Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - c. Review and possible action relating to a Conveyance of an **Easement to TDS Metrocom, LLC** (Navin, Director of Public Works)
- 5. Public Hearings**
- 6. Public Comment for Matters on the Agenda:** *The City Council will receive comments from*

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

7. Petitions, Requests, and Communications

- a. Review and possible action relating to a proclamation recognizing January 23, 2026, **as Mayor's Monarch Pledge Day** in the City of Fort Atkinson (Houseman, City Manager)
- b. Dwight Foster Public Library 2025 Year In Review (Lippert, Library Director)

8. Resolutions and Ordinances

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 **Master Service Agreement with Ruekert & Mielke, Inc.** (Navin, Director of Public Works)
- b. Review and possible action relating to the replacement of **controls and telemetry** at the Main Control Building, and Water Street, Sherman Avenue, and Memorial Lift Stations (Sweeney, Wastewater Superintendent)
- c. Review and possible action relating to an **Extraterritorial Certified Survey Map** for the property located at W6347 Briar Lane in the Town of Koshkonong (Draeger, Director of Neighborhood and Building Services)
- d. Review and possible action relating to an **Extraterritorial Certified Survey Map** for the property located at N1873 US Hwy 12 in the Town of Koshkonong (Draeger, Director of Neighborhood and Building Services)

12. Miscellaneous

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

14. Claims, Appropriations and Contract Payments

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

15. Adjournment

Date Posted: January 29, 2026

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

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**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, JANUARY 20, 2026 – 7:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

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

2. Roll call

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

3. Pledge of Allegiance

President Jaeckel led the Pledge of Allegiance.

4. Consent Agenda

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

- a. *Review and possible action relating to the **minutes of the January 6, 2026, City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- b. *Review and possible action relating to the **minutes of the January 13, 2026, Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- c. *Review and possible action relating to **building, plumbing, and electrical permit report for December 2025** (Draeger, Building Inspector/Zoning Administrator)*
- d. *Review and possible action relating to the City Clerk-issued **License and Permit Report for December 2025** (Ebbert, Clerk/Treasurer/Finance Director)*
- e. *Review and possible action relating to **City Sewer, Water, and Stormwater Utility Financial Statements** as of December 31, 2025 (Ebbert, Clerk/Treasurer/Finance Director)*
- f. *Review and possible action relating to the **2025 Year-end building, plumbing, and electrical permit** report (Draeger, Building Inspector/Zoning Administrator)*

5. Public Hearings

None.

6. Public Comment for Matters on the Agenda

None.

7. Petitions, Requests, and Communications

None.

8. Resolutions and Ordinances

None.

9. Reports of Officers, Boards, and Committees

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

No action was taken.

10. Unfinished Business

None.

11. New Business

*a. Review and possible action relating to a contract for **Code Enforcement services** with Municipal Code Enforcement (MCE) (Draeger, Director of Neighborhood and Building Services)*

Director Draeger provided that over the past several years, the City has faced ongoing challenges in providing consistent and timely code enforcement as workloads across multiple departments have steadily increased. Currently, the Police Department and the Neighborhood and Building Services Department work collaboratively to contact property owners, issue notices, and pursue enforcement actions when violations of municipal ordinances are identified. Historically, the majority of these activities have been handled by the Police Department and the Building Inspector, creating a significant and growing demand on departmental resources. A contributing factor to this inconsistency is that the City's designated code enforcement position within the Police Department is a part-time role. This staffing structure has made it difficult to fill the position, to maintain continuity, and ensure timely follow-through on enforcement cases. To address these challenges and improve the consistency, responsiveness, and overall level of service provided to the public, the City is requesting authorization to enter into a contract with Municipal Code Enforcement (MCE), a professional code enforcement services provider. The City is proposing to contract with Municipal Code Enforcement (MCE) for part-time code enforcement services, with a target of 15 hours per week, at an estimated cost of \$38,220.00. While the full cost of the service is not yet fully reflected in the adopted budget, existing funding sources include \$18,000 allocated within the Police Department budget, revenue generated through reinspection fees adopted in 2025, and revenue associated with the new building services agreement with the Town of Koshkonong. This

contract shall begin February 2, 2026 and end on December 31, 2026.

Lescohier moved, seconded by Schultz to approve the code enforcement services contract with Municipal Code Enforcement and direct the City Manager to execute. Motion carried unanimously.

- b. *Review and possible action relating to a **Right of Way Negotiating Contract** between the City of Fort Atkinson and Gruber Consulting, LLC for the Banker Road Redesign project (Navin, Director of Public Works)*

Director Navin stated that the Banker Road relocation and redesign project is supported by a \$1.4 million grant that the City was awarded in August of 2024, from the Wisconsin Department of Transportation (WisDOT). This project requires several temporary limited easements (TLEs) from property owners for grading and tree removal, and WisDOT requires that the City provide certified real estate acquisition services to obtain such easements. The City is required to follow strict state and federal real estate acquisition procedures to remain eligible for those funds. Under the WisDOT Local Program, any project receiving state or federal funding must undergo a formal Right of Way (ROW) Certification. This process requires the City to prove that all necessary property interests are identified in the preliminary plans and have been legally acquired before the project can be advertised for construction bids. The City must follow the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, which ensures property owners are treated fairly and provided with proper brochures, valuation studies, and written offers for even small TLEs. It is important to note that this contract does not cover the cost of the fees paid to property owners for the TLEs so that the City's contractors can access their property to complete the project. Those associated fees will be addressed through the landowner negotiations and costs are based on the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act. Typically starting at \$500 per property and going up from there. Given the nature and size of the TLEs, staff does not anticipate the total expense to be more than \$5,000, which will also be paid for using TID #9 funds.

Lescohier moved, seconded by Huckabee to approve the Right of Way Negotiating Contract for the Banker Road Redesign project with Gruber Consulting, LLC, for \$19,950 using TID #9 funds and authorize the City Manager to execute. Motion carried.

- c. *Review and possible action related to the purchase and installation of two new **rapid flashing beacons** and upgrades to two existing rapid flashing beacons at a cost not to exceed \$73,235.92 (Navin, Director of Public Works)*

Director Navin began that in 2024, the City engaged Strand Associates and Vandewalle & Associates to hold community forums and gather feedback regarding the future planning of the Janesville Avenue and Main Street corridors. Through this planning process, it was recommended to install improved crosswalks that include Rapid Flashing Beacons (RFBs) to create safer pedestrian crossings. Staff is requesting to use the remaining funds (\$21,118.44) to upgrade the existing RFBs at the intersections of Whitewater Avenue and McComb St. as well as Madison Avenue and Roosevelt St. These RFBs are outdated and

have exceeded their useful life. To address these needs, the City budgeted \$45,000 in the 2025 Capital Improvement Plan (CIP) for the design, procurement, and installation of RFBs. The City's planned approach was to utilize ARPA funds from Fund 22 to provide a local match for a 50/50 grant from the Fort Atkinson Community Foundation (FACF). The City submitted two grant requests to FACF on September 15, 2025:

1. Janesville Avenue RFB: A total project cost of \$31,127.36, with a grant request of \$15,563.68.
2. Main Street & N. Water Street RFB: A total project cost of \$16,635.76, with a grant request of \$8,317.88.

The FACF Board of Directors met on October 28, 2025, and approved both grant requests for a total of \$23,881.56. These grants will be paid upon the receipt of invoices related to the project work, and the funds must be utilized by June 30, 2026. This partnership allows the City to implement over \$47,000 in safety infrastructure while only utilizing approximately \$23,881 in City funds. Of the \$45,000 included in the 2025 CIP, \$23,881 will be used for the RFBs as described above. Staff is requesting to use the remaining budgeted funds (\$21,118.44) to upgrade the existing RFBs at the intersections of Whitewater Avenue and McComb St. as well as Madison Avenue and Roosevelt St. The total cost of the upgrades is \$25,472.80, which is \$4,354.26 over the CIP budget. Staff recommends using 2026 operating funds from the traffic control supplies account (01-54-5441-0600) to cover the project balance. The City budgeted \$26,200 in the traffic control supplies account in 2026.

Huckabee moved, seconded by Johnson to approve the purchase and installation of new rapid flashing beacons at N. Main Street/North Water Street and Janesville Avenue/Jones Park and the materials to upgrade the existing rapid flashing beacons at the intersections of Whitewater Avenue/McComb St. and Madison Avenue/Roosevelt St. at a total cost not to exceed \$73,235.92 using the funding sources identified in the staff report. Motion carried.

d. *Review and possible action relating to the **Purchase of Traffic Signal Controls associated with the Carbon Reduction Program** (Navin, Director of Public Works)*

Director Navin discussed that in February 2024, the City of Fort Atkinson was awarded funding from WisDOT through the Carbon Reduction Program (CRP). This federal program provides funding for projects that reduce transportation emissions and requires states to develop comprehensive carbon reduction strategies. The City's proposed strategy included the purchase of traffic signal optical-based smart traffic management systems for four intersections along Main Street. Participation in the program requires the City to pay the costs over the Federal limit. The Federal limit is 80% of the estimated total cost.

The original total estimated cost when the City applied for the grant was \$184,020 with 80% covered by Federal funds and the remaining 20% covered by the City. In 2024, staff included \$42,000 in the City's budget for this project (ARPA), as can be seen in the attached resolution in Table 2. The updated estimated project cost is \$97,514.28 with 80% (\$78,011.42) covered by Federal funds and the remaining 20% (\$19,502.86) covered by

the City. Staff proposes to use funds included in the Assigned Fund Balance - ARPA account for the City's portion of this project.

Schultz moved, seconded by Lescohier to approve the purchase of traffic signal controls associated with the Carbon Reduction Program at a cost not to exceed \$97,514.28, with 80% reimbursement from the Wisconsin DOT. Motion carried.

- e. *Review and possible action related to a request to purchase a **ProPhoenix Operating System Software replacement** for the Fort Atkinson Police Department (Lindsey, Police Captain)*

Captain Lindsey stated that the Police Department needs to purchase the most current version of the Microsoft Windows Operating System (OS) that operates the server to support the ProPhoenix Public Safety Software platform. The current operating system is from 2016 and is at the end of its life. The ProPhoenix Public Safety software is crucial to the Police Department's operations. This system serves as the comprehensive database for the Police Department. This system feeds the Records Management System (RMS), Computer Aided Dispatch (CAD) as well as the in-car Wireless Digital Assistant (WDA), creating seamless integration throughout the Department. There are no competitive or comparison quotes. This complies with the purchasing policies outlined in the Financial Stability Guidebook, section 1.9(3). Ignatek is the sole vendor for the Department's IT needs and ProPhoenix is the sole vendor for the department's public safety software. The items quoted are the current version to replace the end-of-life operating system. Funds to purchase the new operating system and associated costs come from the 2026 Capital Improvement Budget as outlined in the City's Computer Replacement Schedule. The 2026 Capital Improvement budget outlined a total cost of \$15,000, with the proposal coming in under budget at \$14,775.

Lescohier moved, seconded by Huckabee to approve the purchase of the Microsoft Operating System Software for the Police Department at a cost not to exceed \$14,775. Motion carried.

- f. *Review and possible action relating to the **purchase of Class A Uniforms** from donated funds for the Fort Atkinson Fire Department (Peterson, Fire Chief)*

Chief Peterson shared that in 2024, the Fire Department received a generous donation in the amount of \$25,000 designated for professional equipment and uniform needs of the Department. After review, staff determined that using these donated funds for the purchase of professional Class A dress uniforms was appropriate and consistent with the intent of the donation. Class A uniforms are required for formal and ceremonial functions such as promotions, funerals, memorial services, and official events, and are a standard expectation in the fire service. The original invoice from Galls totaled \$21,554.22. The negotiated settlement amount of \$20,000 represents a reduction of \$1,554.22, or 7.2 percent. The uniform purchase was funded entirely through the \$25,000 donation to the Fire Department. No general fund dollars were used for this purchase. The negotiated settlement reflects responsible stewardship of donated funds by ensuring payment only for uniforms that were substantially delivered and corrected, while recognizing the

additional costs incurred due to vendor errors. Staff intends to reserve the remaining donated funds for 2026 and 2027 Class A uniforms for new Department members.

Huckabee moved, seconded by Johnson to approve payment of \$20,000 to Galls to resolve the Class A uniform purchase and authorize settlement consistent with this agreement. Motion carried.

12. Miscellaneous

None.

13. Public Comment for Matters Not on the Agenda

None.

14. Claims, Appropriations and Contract Payments

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

Huckabee moved, seconded by Johnson to approve the list of Verified Claims as presented. Motion carried.

15. Closed Session

- a. *The City Council may go into closed session pursuant to State Stat. §19.85(1)(e) to **deliberate or negotiate the purchasing of public properties**, where competitive or bargaining reasons require a closed session (Houseman, City Manager)*

Schultz moved, seconded by Huckabee to go into closed session pursuant to State Statute 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, where competitive or bargaining reasons require a closed session. Motion carried unanimously.

16. Adjournment

Lescohier moved, seconded by Huckabee to adjourn. Meeting adjourned at 8:09 pm.

Respectfully submitted,

Michelle Ebbert

City Clerk/Treasurer/Finance Director



**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, JANUARY 27, 2026 – 4:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

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

2. Roll call

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

Council Rep Schultz,

3. New Business

*a. Review and possible action relating to the **minutes of the January 13, 2026, Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*

Kessenich moved, seconded by Ciccarelli to approve the minutes of the January 13, 2026 Plan Commission meeting with amendments noted below. Motion carried.

Kessenich questioned the elevations for the doors and windows to ensure that the CAD drawings matched the originally provided sketch. The CAD drawing ~~resembles~~ depicts doublehung windows and floor-to-ceiling windows, versus depicting French doors/sliding doors, and casement windows on the sketch.

*b. Review and possible action relating to a Conveyance **of an Easement to TDS Metrocom, LLC (Navin, Director of Public Works)***

Director Navin stated that TDS Metrocom, LLC has requested a utility easement over City-owned property to facilitate the installation of fiber throughout the City of Fort Atkinson. Wis. Stats. 62.23 (5) lists the items over which a City's Plan Commission has authority to review and offer a recommendation to the governing body (City Council). This list includes the location, extension, abandonment, or authorization for any public utility, whether publicly or privately owned. In the summer of 2025 TDS Metrocom, LLC approached the City of Fort Atkinson about restarting the construction project to install fiber optic in public rights-of-way throughout the City. This project initially started in 2022 and was put on hold shortly thereafter by the TDS team. City staff have been working with TDS to

ensure a smooth and efficient project with minimal interruption to City residents as well as minimizing the impact on City staff.

Kessenich moved, seconded by Ciccarelli to recommend the City Council approve the conveyance of the requested easement to TDS on the subject property. Motion carried.

c. *Review and possible action on a **Conditional Use Permit** relating to a request for a senior apartment building to be located at 500 McMillen in the Institutional (I) Zoning District (Draeger, Director of Neighborhood and Building Services)*

Director Draeger presented the Five Hundred McMillen Group owns a 2.25-acre site currently developed with a one-story medical office building and surrounding surface parking on three sides. The applicant proposes to convert the existing building to senior housing through adaptive reuse. The proposed Institutional Residential use is classified as a conditional use within the Institutional Zoning District. Overall, the proposed development complies with the City's ordinances. Staff finds that the project directly addresses identified community needs, repurposes a vacant building formerly occupied by Fort Healthcare's Pediatrics and Internal Medicine practices, and is consistent with the City's adopted plans and policies. The proposed improvements, including the addition of Page 19 of 67 new housing units, will provide a clear community benefit and positively contribute to the surrounding area. Draeger noted the permitted parking was requested for 28 stalls.

Staff recommends that the Plan Commission approve the Conditional Use Permit relating to a request for a senior apartment building to be located at 500 McMillen St. in the Institutional Zoning District subject to the following conditions:

- 1) The applicant is permitted to redevelop the existing building located at 500 McMillen Street into 12 senior housing units;
- 2) The applicant is required to obtain state plan review and local building permits as required by state code and local ordinances;
- 3) The applicant remains subject to conditions in the City's Zoning Code relating to senior housing use in an Institutional Zoning District;
- 4) Subject to Resolution No. 1447, establishing the 2026 Fee Schedule, including Parkland Dedication, Payment in Lieu of Parkland Dedication, and Park Impact Fees; and
- 5) Any minor changes to the conditional use permit and site plan may be approved administratively by the Zoning Administrator and any major changes requested shall return to the Plan Commission for review and approval.
- 6) Allowance of 28 parking spaces.

Chairperson Manager Houseman moved, seconded by Shull to approve the Conditional Use Permit relating to a request for a senior apartment building to be located at 500 McMillen Street in the Institutional (I) Zoning District subject to the conditions noted in the staff report.

Ciccarelli shared support of this project and details on edits he added on his copy of the site plan that pertained to the east and west sides of the building to allow for future

expansions, sidewalk connections, etc. Houseman stated the suggestions could be shared with the developer for potential future renovations or expansions, however at this time the project is requested to be approve as submitted.

Motion carried.

- d. *Review and possible recommendation to the City Council relating to an **Extraterritorial Certified Survey Map** for the property located at W6347 Briar Lane in the Town of Koshkonong (CSM-2026-01) (Draeger, Director of Neighborhood and Building Services)*
Director Draeger shared that the applicant is requesting approval to combine two existing parcels. The subject property is located in the Town of Koshkonong but within the City of Fort Atkinson's three-mile extraterritorial jurisdiction and within the 1.5-mile review area that requires a recommendation from the Plan Commission and final approval by the City Council. The zoning designation of the subject property will remain R-2 under Jefferson County Zoning following the land combination. The subject parcel is located outside the City's designated Long-Range Urban Growth Area. The applicant, Robert Komes, is requesting approval to combine two existing parcels. Staff does not anticipate that the proposed land combination will have any adverse impact on the City's long-range growth or planning objectives. City staff has identified a few minor revisions that must be addressed on the final Certified Survey Map (CSM) prior to execution and recording.

Per Ch. 236, Wis. Stats. and Ch. A-E7, Wis. Admin Code: s. 236.34(1m)(a) Each Sheet of the Final CSM must be signed, sealed and dated by the Professional Land Surveyor. Per Ch. 70 City of Fort Atkinson Land Division and Development Ordinance:

s. 70.06.03 (5) Surveyor's Certificate: Add the statement that the surveyor has also complied with the provisions of the City of Fort Atkinson and Town of Koshkonong Land Division Ordinances.

s. 70.06.01(2)(c) Existing and proposed easements. True relationship between the boundary of property and pedestrian and recreational ways, existing roads, and highways upon which they may border. Identify all recording information. Show all existing easements, if any.

s. 70.06.01(2)(g) Setback Lines; All structures are existing and no new structure is proposed.

Staff recommend waiving this requirement Staff finds that the proposed Certified Survey Map generally complies with the requirements of the City's Land Division and Development Ordinance, subject to correction of the items identified.

Kessenich moved, seconded by Ciccarelli to recommend the City Council approve the Extraterritorial Certified Survey Map for the property located at W6347 Briar Lane in the Town of Koshkonong subject to conditions noted in the Staff report. Motion carried.

- e. *Review and possible recommendation to the City Council relating to an **Extraterritorial Certified Survey Map** for the property located at N1873 US Hwy 12 in the Town of*

Koshkonong (CSM-2026-02) (Draeger, Director of Neighborhood and Building Services)

Director Draeger discussed that the property owner is proposing to divide an approximately 1.4-acre parcel containing an existing residence and outbuildings from a larger 7-acre parcel for the purpose of sale. The subject property is located in the Town of Koshkonong and within the City of Fort Atkinson's three-mile extraterritorial jurisdiction and within the 1.5-mile review area that requires a recommendation from the Plan Commission and final approval by the City Council. The zoning designation of the subject property is R-2 and will remain unchanged as part of the proposed land division. Joseph Jones is requesting approval to divide an approximately 1.4-acre parcel containing an existing residence and outbuildings from a larger 7-acre parcel for the purpose of sale. Staff does not anticipate that the proposed land division will negatively impact the City's long-range growth plans. Staff notes that the existing parcel is subject to a deferred special assessment that becomes due at the time of annexation. The special assessment was established in conjunction with the installation of City water and sanitary sewer along Whitewater Avenue, which was constructed to serve the Highland Heights Subdivision. The assessment amount is calculated based on the linear frontage along Whitewater Avenue.

City Staff also recognized two minor map adjustments that should be addressed.

s. 70.06.01(2)(c) Existing and proposed easements. True relationship between the boundary of property and pedestrian and recreational ways, existing roads, and highways upon which they may border. Identify all recording information. Show all existing easements, if any.

s. 70.06.01(2)(g) Setback Lines; Staff recommend waiving this requirement until such time that development of the site is proposed. Staff finds that the proposed Certified Survey Map generally complies with the requirements of the City's Land Division and Development Ordinance, subject to correction of the items identified.

It was confirmed that access to the remaining parcel would be through the current dead-end of Lena Lane, which would require improvements for future use.

Ciccareelli moved, seconded by Shull to recommend the City Council approve the Extraterritorial Certified Survey Map for the property located at N1873 US Hwy 12 in the Town of Koshkonong subject to conditions noted in the Staff report. Motion carried.

- f. Update on previously approved projects (Houseman)*
None at this time.

4. Adjournment

Kessenich moved, seconded by Shull to adjourn. Meeting is adjourned at 4:29 pm.

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



MEMORANDUM

DATE: February 3, 2026

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to a Conveyance of an Easement to TDS Metrocom, LLC (Navin, Director of Public Works)

BACKGROUND

TDS Metrocom, LLC has requested a utility easement over City-owned property to facilitate the installation of fiber throughout the City of Fort Atkinson.

Wis. Stats. 62.23 (5) lists the items over which a City's Plan Commission has authority to review and offer a recommendation to the governing body (City Council). This list includes the location, extension, abandonment, or authorization for any public utility, whether publicly or privately owned.

DISCUSSION

In the summer of 2025 TDS Metrocom, LLC approached the City of Fort Atkinson about restarting the construction project to install fiber optic in public rights-of-way throughout the City. This project initially started in 2022 and was put on hold shortly thereafter by the TDS team. City staff have been working with TDS to ensure a smooth and efficient project with minimal interruption to City residents as well as minimizing the impact on City staff.

During initial project planning, TDS Metrocom, LLC originally sought permission to bore through Lorman Bicentennial Park. Recognizing the potential disruption to park users and the surrounding environment, City staff proposed an alternative route using City-owned property on West Milwaukee Avenue. The City already has existing utilities running through this location, making it a logical corridor for additional telecommunications infrastructure.

FINANCIAL ANALYSIS

The proposed easement is located in part of Lot 9 of Block E of Milo Jones Addition, also known as parcel 226-0514-0413-044. Key details of the agreement include:

- Dimensions: The agreement establishes an eight-foot (8') wide utility easement,.
- Compensation: TDS Metrocom, LLC will provide a one-time valuable consideration of \$250.00 for the rights granted.
- Rights and Responsibilities: The Grantee (TDS) has the right of ingress and egress to maintain

their facilities and is responsible for paying the reasonable value of any actual physical damage caused to the property during the exercise of these rights.

- Ownership: All cables and conduits installed remain the property of TDS. The property remains under the ownership of the City.

RECOMMENDATION

The Plan Commission met on January 27, 2026, and unanimously recommended that the City Council approve the requested easement. In consultation with the City Council President, staff placed this item on the Consent Agenda due to its noncontroversial nature and the unanimous recommendation from the Plan Commission. As with any item on the Consent Agenda, any City Council member may remove it from Consent for separate discussion and/or action.

Staff and the Plan Commission recommend the City Council approve the conveyance of the requested easement to TDS on the subject property.

ATTACHMENTS

1. FAVV-26-002 - 3004FORTATK-W. Milwaukee Ave)
2. W. Milwaukee Ave TDS Easement
3. Easement Plan Commission Memo

**CONVEYANCE OF
EXCLUSIVE EASEMENT**

DOCUMENT NO. 001

This Conveyance of Exclusive (including exhibits hereto, this "Conveyance") is made as of the ____ day of _____, 20____ by **City of Fort Atkinson**, their successors and assigns ("Grantor").

WHEREAS, GRANTOR is the owner of that certain land located in part of Lot 9 of Block E of Milo Jones Addition to Fort Atkinson, part of vacated Milwaukee Avenue, and part of Government Lots 2 and 7 of Section 4, Township 5 North, Range 14 East, City of Fort Atkinson, Jefferson County, Wisconsin.

NOW, THEREFORE, for valuable consideration of one two hundred and fifty dollars (\$250.00) and other good and valuable consideration, Grantor does hereby give, grant and convey to **TDS Metrocom, LLC**, its successors and assigns ("Grantee"), an "exclusive" perpetual easement upon, in, under, over, across, and along the Burdened Parcel ("Easement") to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of underground cables, wires, conduits for communication and/or other purposes, together with the right to have commercial electrical service extended across, and under a portion of the certain real property described as follows:

Located in part of Lot 9 of Block E of Milo Jones Addition to Fort Atkinson, part of vacated Milwaukee Avenue, and part of Government Lots 2 and 7 of Section 4, Township 5 North, Range 14 East, City of Fort Atkinson, Jefferson County, Wisconsin and more particularly described on Exhibit "A" ("Burdened Parcel") attached hereof, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 4; thence North 00 degrees 27 minutes 16 seconds West along the East Line of the Northeast Quarter of said Section 4, a distance of 889.86 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 1454.48 feet to the Southeast Corner of Lot 9 of Block E of Milo Jones Addition to Fort Atkinson recorded at the Jefferson County Register of Deeds Office; thence South 50 degree 19 minutes 42 seconds West along the Northwest Right-of-Way (ROW) Line of W. Milwaukee Avenue, a distance of 1.00 feet to the Point of Beginning; thence continuing South 50 degrees 19 minutes 42 seconds West along said Northwest ROW Line, a distance of 8.00 feet; thence North 40 degrees 58 minutes 24 seconds West parallel to the East Line of said Lot 9, a distance of 191.28 feet to Point 'A' and the Southeast Ordinary Highway Water Mark (OHWM) Line of the Rock River; thence North 48 degrees 42 minutes 13 seconds East along said Southeast OHWM Line, a distance of 8.00 feet; thence South 40 degrees 58 minutes 24 seconds East parallel to said East Line of Lot 9, a distance of 191.51 feet to the Point of Beginning.

Also, commencing at said Point 'A'; thence North 40 degrees 58 minutes 24 seconds West, a distance of 256.04 feet to the Northwest OHWM Line of said Rock River and the Point of Beginning; thence continuing North 40 degrees 58 minutes 24 seconds West, a distance of 22.34 feet to the Southeast ROW Line of Riverside Drive - S.T.H. 106; thence North 48 degrees 17 minutes 13 seconds East along said Southeast ROW Line, a distance of 8.00 feet; thence South 40 degrees 58 minutes 24 seconds East, a distance of 22.94 feet to said Northwest OHWM Line; thence South 52 degrees 36 minutes 46 seconds West along said Northwest OHWM Line, a distance of 8.02 feet to the Point of Beginning.

RETURN TO

Attn: Sean Murray
OOT ROW
525 Junction Road
Madison WI 53717

Parcel Identification Number:
226-0514-0413-000
226-0514-0413-044

1. **Grantee** may construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of underground cables, wires, ducts and conduit along and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems, together with commercial electrical service extended upon, in, under, over, across, and along an easement area, Eight Feet (8') along those portions of the Burdened Parcel ("Easement Area") as more particularly described and depicted on Exhibit A.
2. **Grantee** shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted, and the right to cut down and control the future growth of all trees and brush which may, in Grantee's sole but reasonable judgment, interfere with Grantee's use of the Easement.
3. **Grantee** agrees that it will pay the reasonable value of actual physical damage done to the Burdened Parcel, arising at any time out of the exercise by it of the rights herein granted.
4. **Grantor** covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement and this covenant shall be binding upon Grantor's successors and assigns.
5. **Grantor** agrees that all facilities consisting of underground cables and wires, and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems, installed on the Burdened Parcel at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.
6. **Grantor** reserves for itself and its successor and assigns the right to use any portion of the Burdened Parcel, within or without the Easement Area, in any reasonable manner, provided such use does not interfere with or unduly inconvenience Grantee's full use and enjoyment of the Easement granted to Grantee herein.
7. **Grantor** covenants that they are the owners of the above described lands and the said lands are free and clear of encumbrances and liens of whatsoever character, except those personally held by the Grantor.

TDS TELECOM USE ONLY

Company No. 0938

Easement No. FAVV-26-001

Exchange No. 3004

WBS Element. TC-223004021

DATED: _____

By _____ (SEAL)

Signature/Title

By _____ (SEAL)

Signature/Title

State of Wisconsin)
County of Jefferson) SS.

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal

Signature of Notary

Printed Name of Notary

Notary Public _____ County,

My Commission Expires: _____, 20____

The instrument was drafted by: Sean Murray, TDS Telecommunications Corporation
Insertions by: Roxann R Holda – Mi-Tech Services, Inc.

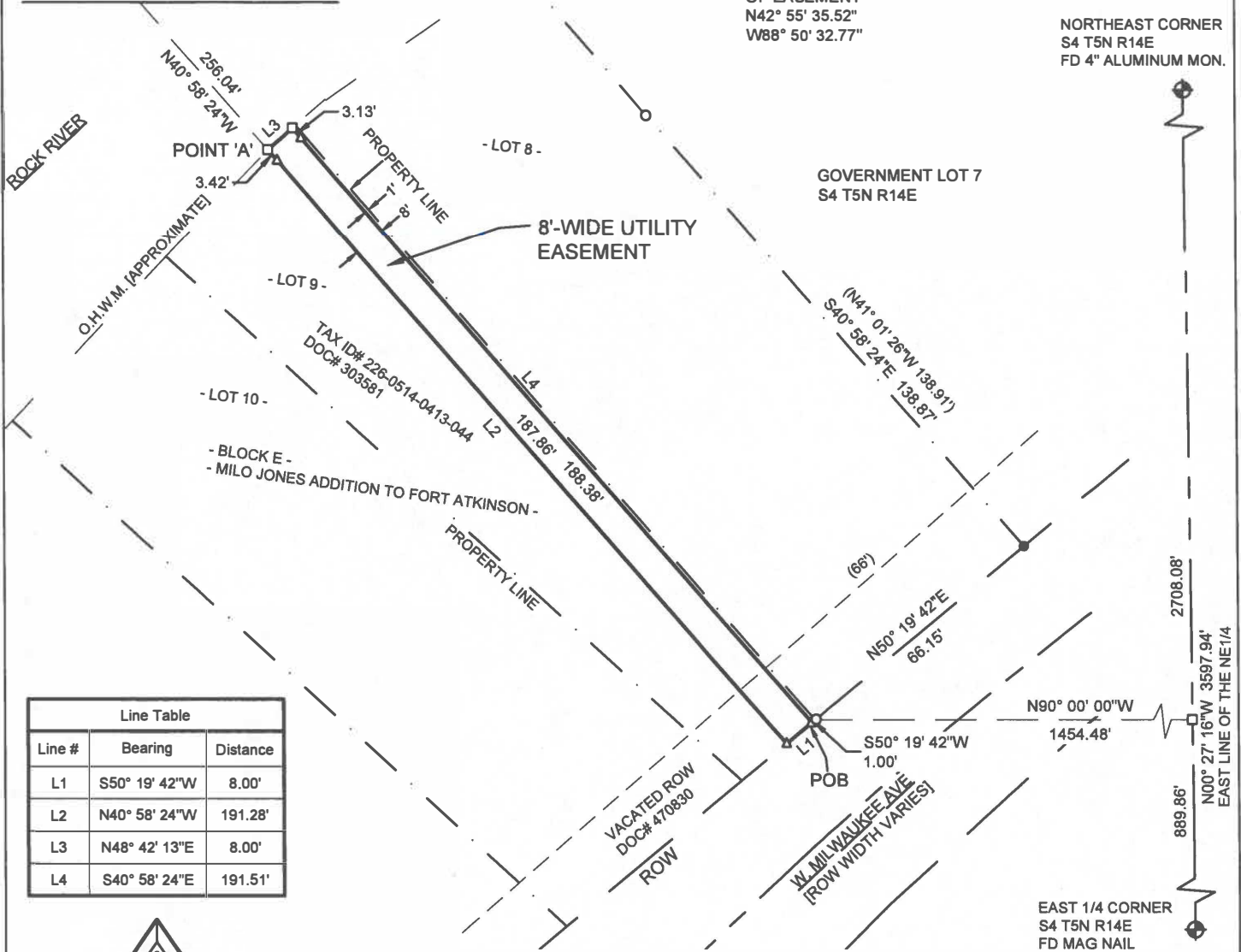
EXHIBIT "A"

LOCATED IN PART OF LOT 9 OF BLOCK E OF MILO JONES ADDITION TO FORT ATKINSON, PART OF VACATED MILWAUKEE AVENUE, AND PART OF GOVERNMENT LOTS 2 AND 7 OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 14 EAST, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN

CONTINUED ON SHEET 2

LAT/LONG LOCATION FOR POB
OF EASEMENT
N42° 55' 35.52"
W88° 50' 32.77"

NORTHEAST CORNER
S4 T5N R14E
FD 4" ALUMINUM MON.



Line Table		
Line #	Bearing	Distance
L1	S50° 19' 42" W	8.00'
L2	N40° 58' 24" W	191.28'
L3	N48° 42' 13" E	8.00'
L4	S40° 58' 24" E	191.51'



Bearings are referenced to the
WISCRS, Jefferson County, NAD
83 (2011) and referenced to the
East Line of the Northeast
Quarter of S4, T5N, R14E
measured as N00° 27' 16" W

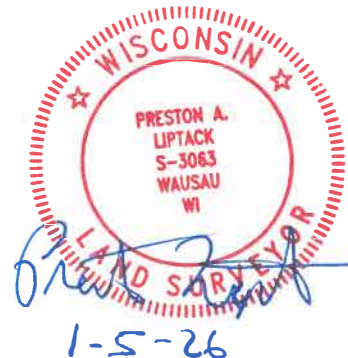
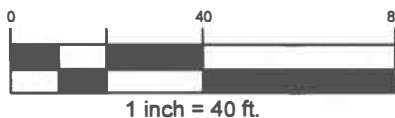
DECEMBER 18, 2025

mi-TECH
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• Wausau • 920.465.8018 • www.mi-tech.us

LEGEND

- ⊕ GOVERNMENT CORNER
- FD 1" O.D. IRON PIPE
- FD 0.75" O.D. IRON BAR
- COMPUTED POINT
- △ SET 3/8" X 12" SPIKE
- () "RECORDED AS" DATA
- POB POINT OF BEGINNING
- ROW RIGHT-OF-WAY
- O.H.W.M. ORDINARY HIGH WATER MARK

GRAPHIC SCALE



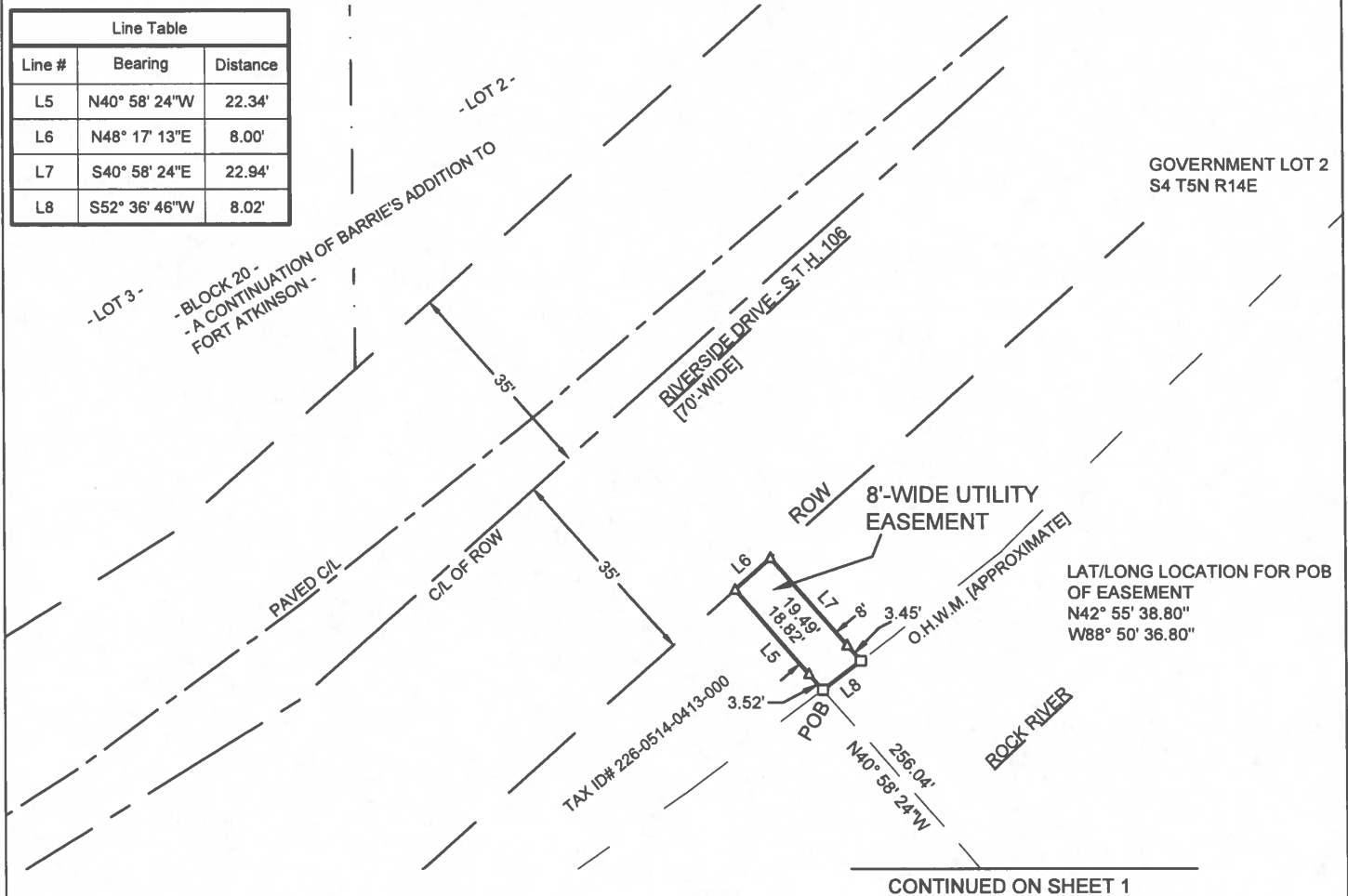
SHEET 1 OF 3

TC-223004021

EXHIBIT "A"

LOCATED IN PART OF LOT 9 OF BLOCK E OF MILO JONES ADDITION TO FORT ATKINSON, PART OF VACATED MILWAUKEE AVENUE, AND PART OF GOVERNMENT LOTS 2 AND 7 OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 14 EAST, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN

Line Table		
Line #	Bearing	Distance
L5	N40° 58' 24"W	22.34'
L6	N48° 17' 13"E	8.00'
L7	S40° 58' 24"E	22.94'
L8	S52° 36' 46"W	8.02'



CONTINUED ON SHEET 1

SURVEYOR NOTES:

- RIVERSIDE DRIVE - S.T.H. 106 ROW - FOUND NO IRON MONUMENTATION FOR ROAD ROW IN THIS AREA OR AROUND THE EXTERIOR OF BLOCK 20 OF A CONTINUATION OF BARRIE'S ADDITION TO FORT ATKINSON. PLAT IS FROM 1869 AND THERE ARE ERRORS WITHIN THIS BLOCK. PLAT INDICATES A ROW WIDTH OF 70'. CONTACTED CITY OF FORT ATKINSON AND THE WI DOT FOR ANY ROW INFORMATION OF THIS AREA, AND NONE WAS PROVIDED. ELECTED TO HOLD 6" FROM BACK OF SIDEWALK ON NORTHWEST SIDE OF ROAD AS BEST EVIDENCE OF ROAD ROW, OFFSET SAID LINE 70' TO ESTABLISH SOUTHEAST ROW LINE.



Bearings are referenced to the WISCRS, Jefferson County, NAD 83 (2011) and referenced to the East Line of the Northeast Quarter of S4, T5N, R14E measured as N00° 27' 16"W

DECEMBER 18, 2025

LEGEND

- ◆ GOVERNMENT CORNER
- COMPUTED POINT
- ▲ SET 3/8" X 12" SPIKE
- () "RECORDED AS" DATA
- POB POINT OF BEGINNING
- ROW RIGHT-OF-WAY
- O.H.W.M. ORDINARY HIGH WATER MARK

GRAPHIC SCALE



1 inch = 30 ft.



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SHEET 2 OF 3

TC-223004021

EXHIBIT "A"

LOCATED IN PART OF LOT 9 OF BLOCK E OF MILO JONES ADDITION TO FORT ATKINSON, PART OF VACATED MILWAUKEE AVENUE, AND PART OF GOVERNMENT LOTS 2 AND 7 OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 14 EAST, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN

Legal Description for TDS Easement:

LOCATED IN PART OF LOT 9 OF BLOCK E OF MILO JONES ADDITION TO FORT ATKINSON, PART OF VACATED MILWAUKEE AVENUE, AND PART OF GOVERNMENT LOTS 2 AND 7 OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 14 EAST, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN:

Commencing at the East Quarter Corner of said Section 4; thence North 00 degrees 27 minutes 16 seconds West along the East Line of the Northeast Quarter of said Section 4, a distance of 889.86 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 1454.48 feet to the Southeast Corner of Lot 9 of Block E of Milo Jones Addition to Fort Atkinson recorded at the Jefferson County Register of Deeds Office; thence South 50 degree 19 minutes 42 seconds West along the Northwest Right-of-Way (ROW) Line of W. Milwaukee Avenue, a distance of 1.00 feet to the Point of Beginning; thence continuing South 50 degrees 19 minutes 42 seconds West along said Northwest ROW Line, a distance of 8.00 feet; thence North 40 degrees 58 minutes 24 seconds West parallel to the East Line of said Lot 9, a distance of 191.28 feet to Point 'A' and the Southeast Ordinary Highway Water Mark (OHWM) Line of the Rock River; thence North 48 degrees 42 minutes 13 seconds East along said Southeast OHWM Line, a distance of 8.00 feet; thence South 40 degrees 58 minutes 24 seconds East parallel to said East Line of Lot 9, a distance of 191.51 feet to the Point of Beginning.

Also, commencing at said Point 'A'; thence North 40 degrees 58 minutes 24 seconds West, a distance of 256.04 feet to the Northwest OHWM Line of said Rock River and the Point of Beginning; thence continuing North 40 degrees 58 minutes 24 seconds West, a distance of 22.34 feet to the Southeast ROW Line of Riverside Drive - S.T.H. 106; thence North 48 degrees 17 minutes 13 seconds East along said Southeast ROW Line, a distance of 8.00 feet; thence South 40 degrees 58 minutes 24 seconds East, a distance of 22.94 feet to said Northwest OHWM Line; thence South 52 degrees 36 minutes 46 seconds West along said Northwest OHWM Line, a distance of 8.02 feet to the Point of Beginning.



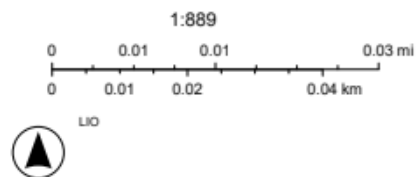
DECEMBER 18, 2025

City of Fort Atkinson Utilities



1/22/2026, 9:07:17 AM

- | | | |
|---|--|--|
| ● Sanitary Manhole | ● Copper, Plastic | ● Cross Connections |
| — Gravity Main | ● Lead, Copper | ● Storm Manhole |
| — Main | ● Lead, Galvanized | ■ Catch Basin |
| --- Other | ● Lead, Unknown | ● Outfall |
| ● Water Service Valves | — Water Mains | — Storm Main |
| ● Copper, Copper | — Municipal | Tax Parcel Information |
| ● Copper, Galvanized | | |





EASEMENT REPORT TO THE PLAN COMMISSION

DATE: January 27, 2026
PROPERTY ADDRESS: N/A
PARCEL NUMBER: 226-0514-0413-044
OWNER: City of Fort Atkinson
APPLICANT: TDS Metrocom, LLC

FILE NUMBER: NA
EXISTING ZONING: Institutional
PROPOSED ZONING: Institutional
EXISTING LAND USE: Vacant land, including
City utility infrastructure
REQUESTED USES: Conveyance of Easement

BACKGROUND

TDS Metrocom, LLC has requested a utility easement over City-owned property to facilitate the installation of fiber throughout the City of Fort Atkinson.

Wis. Stats. 62.23 (5) lists the items over which a City's Plan Commission has authority to review and offer a recommendation to the governing body (City Council). This list includes the location, extension, abandonment, or authorization for any public utility, whether publicly or privately owned.

REQUEST OVERVIEW

In the summer of 2025 TDS Metrocom, LLC approached the City of Fort Atkinson about restarting the construction project to install fiber optic in public rights-of-way throughout the City. This project initially started in 2022 and was put on hold shortly thereafter by the TDS team. City staff have been working with TDS to ensure a smooth and efficient project with minimal interruption to City residents as well as minimizing the impact on City staff.

During initial project planning, TDS Metrocom, LLC originally sought permission to bore through Lorman Bicentennial Park. Recognizing the potential disruption to park users and the surrounding environment, City staff proposed an alternative route using City-owned property on West Milwaukee Avenue. The City already has existing utilities running through this location, making it a logical corridor for additional telecommunications infrastructure.

The proposed easement is located in part of Lot 9 of Block E of Milo Jones Addition, also known as parcel 226-0514-0413-044. Key details of the agreement include:

- **Dimensions:** The agreement establishes an eight-foot (8') wide utility easement.
- **Compensation:** TDS Metrocom, LLC will provide a one-time valuable consideration of \$250.00 for the rights granted.
- **Rights and Responsibilities:** The Grantee (TDS) has the right of ingress and egress to maintain their facilities and is responsible for paying the reasonable value of any actual physical damage

caused to the property during the exercise of these rights.

- Ownership: All cables and conduits installed remain the property of TDS. The property remains under the ownership of the City.

No public notice is required for utility easements.

DISCUSSION

Staff believe that shifting this portion of the project to this location in the City can significantly lessen the impact on residents and staff while still accommodating necessary utility upgrades.

RECOMMENDATION

Staff recommends that the Plan Commission review and recommend approval of the conveyance of the requested easement to TDS on the subject property to the City Council.

ATTACHMENTS

1. FAVV-26-002 - 3004FORTATK-W. Milwaukee Ave)
2. W. Milwaukee Ave TDS Easement



MEMORANDUM

DATE: February 3, 2026

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: Review and possible action relating to a proclamation recognizing January 23, 2026, as Mayor's Monarch Pledge Day in the City of Fort Atkinson (Houseman, City Manager)

BACKGROUND

The monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans. Both the western and eastern monarch populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent.

Found across the United States, monarch butterflies numbered around 1 billion in 1996. Today, their numbers have declined significantly as a result of numerous threats, particularly the loss of habitat due to cropland conversion, urban development, and agricultural practices. Degradation of wintering habitat in Mexico and California has also negatively impacted the species.

Through the National Wildlife Federation's [Mayors' Monarch Pledge](#), cities and municipalities commit each year to creating habitats and educating residents on how to make a difference at home or in their community. Cities that take the pledge commit to at least three of 30 action items to help save the monarch butterfly. In 2022, the City of Fort Atkinson took the Mayor's Monarch Pledge for the first time and has done so each year since.

DISCUSSION

The City of Fort Atkinson recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife.

On January 23, 2026, the City of Fort Atkinson committed to launching a public communication effort to encourage residents to plant monarch gardens at their homes or in their neighborhoods, committed to issuing this proclamation to raise awareness about the decline of the monarch butterfly and the species' need for habitat and committed to support the

maintenance of a monarch and pollinator-friendly demonstration garden and display educational signage at the monarch garden and pollinator habitat.

Monarch and pollinator-friendly demonstration gardens have been planted at the Hoad Historical Museum, and a new garden is planned at the Dwight Foster Public Library this Spring.

FINANCIAL ANALYSIS

Approving this proclamation is not expected to have a financial impact on the City.

RECOMMENDATION

Staff recommends the City Council approve the proclamation for Monarch Pledge Day to raise awareness about the issues pollinators face.

ATTACHMENTS

1. Proclamation Monarch Pledge Day 2026

**PROCLAMATION
RECOGNIZING MONARCH PLEDGE DAY**

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, both the western and eastern monarch populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent; and

WHEREAS, the City of Fort Atkinson recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife; and,

WHEREAS, cities, towns and counties have a critical role to play to help save the monarch butterfly, and the City of Fort Atkinson is striving to become a leader; and

WHEREAS, every resident of the City of Fort Atkinson can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

WHEREAS, on January 23, 2026, the City of Fort Atkinson has committed to launching a public communication effort to encourage residents to plant monarch gardens at their homes or in their neighborhoods, committed to issuing this proclamation to raise awareness about the decline of the monarch butterfly and the species' need for habitat, committed to planting a monarch and pollinator-friendly demonstration garden at a prominent location in the City and display educational signage at the monarch garden and pollinator habitat.

NOW, THEREFORE, I, Kyle Jaeckel, as City Council President of the City of Fort Atkinson, and my council colleagues, do here by recognize January 23, 2026, as Monarch Pledge Day in the City of Fort Atkinson, and encourage all residents to participate in community activities that support and celebrate monarch conservation.

Proclaimed this 3rd day of February 2026.

CITY OF FORT ATKINSON

Kyle Jaeckel, Council President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director

Dwight Foster Public Library

2025 Year in Review

160,740

items checked out

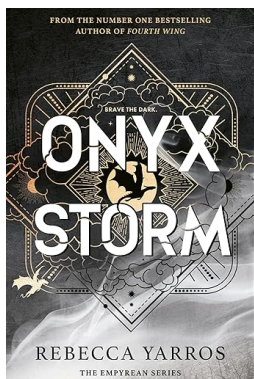
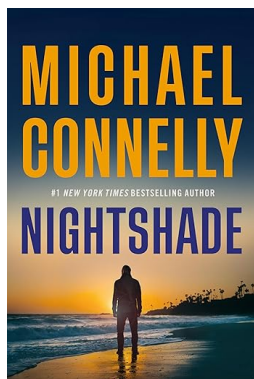
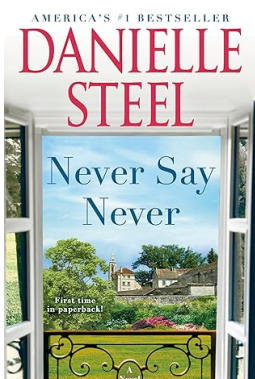
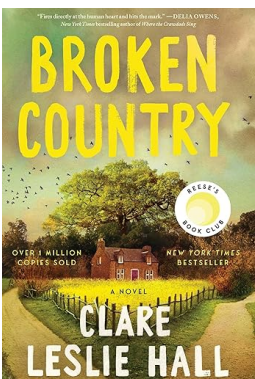
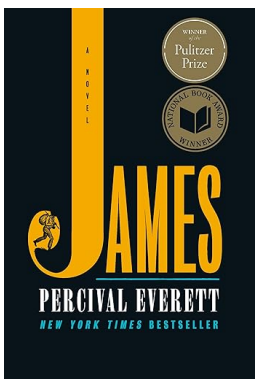
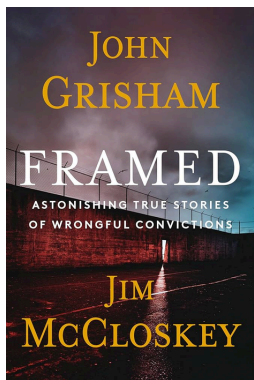
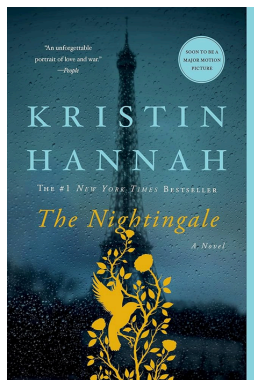
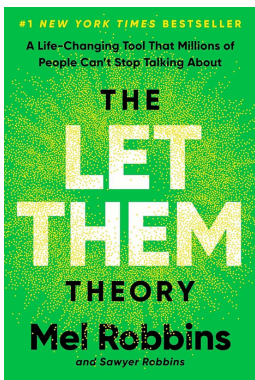
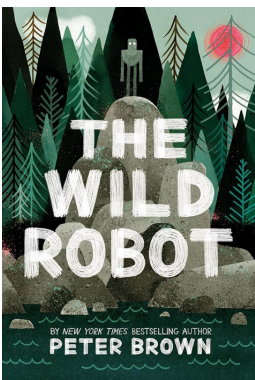
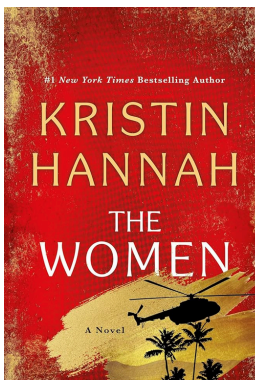


\$3,221,202

saved by checking out from the library



Top Checked Out Books



392

programs offered

8,282

program attendees



924

new cardholders

1,857

reference
questions
answered



81,589

library visits



42,677

digital checkouts

Dwight
Foster
PUBLIC LIBRARY



fortlibrary.org | @dwightfosterpubliclibrary
209 Merchants Avenue, Fort Atkinson, WI 53538
(920) 563-7790



MEMORANDUM

DATE: February 3, 2026

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to Master Service Agreement with Ruekert & Mielke, Inc. (Navin, Director of Public Works)

BACKGROUND

The City has worked with several different engineering firms over the past several years, including MSA Professional Services, KL Engineering, Graef, SEH Inc., Baxter-Woodman, Donahue and Associates, and Ruekert & Mielke for various projects. While the City generally uses the request for proposal (RFP) process for most professional services relating to engineering and specific project management, there are certain efficiencies that can be obtained by designating one firm to serve the City as the interim "City Engineer." In 2022, the City entered into a Master Services Agreement with Ruekert & Mielke (R&M) for municipal engineering services due to the City's inability to attract someone to the Assistant City Engineer position. Since that time, the City has upgraded the Assistant City Engineer position to the City Engineer position and separated it from the Director of Public Works position. The City Engineer position remains vacant, and the City has a well-established relationship with Andy Burt of Ruekert & Mielke.

DISCUSSION

Staff wishes to continue this relationship through the attached Master Services Agreement for interim City Engineer services. The length of this contract is one year, which will give staff an opportunity to review these contracted services for a full year and strategize on how to fill the position or continue to use consulting services. Now that Director Navin has been on board for nine months and established in the role, he is able to take on grant management of new and existing grants and well as project management of larger projects such as Banker Road redesign, S. Main Street Pedestrian path and associated utility work, the Lorman site, and future larger scale project management.

As can be seen in the R&M organizational structure attached, R&M has restructured and given the City's contracted engineer, Andy Burt, a team of his own to lead and assist with projects as he and the City see fit. This will help keep City costs under control as Andy, a team leader, will not need to be the one always doing the project work for the City, and he will be able to assign it to staff on his team who are charged back to the City at a lower rate, while also being able to

ensure the work quality meets City expectations.

FINANCIAL ANALYSIS

Funds for these task orders and general engineering support will be billed to the appropriate City funds and accounts. Billing rates for various levels of professional services are included in the attached Agreement. The Agreement allows staff to publicly bid, award, work to other firms as the City may deem appropriate. Further, the Agreement does not require a minimum amount of work within any period of time. Each task order will range in cost depending on the scope, deliverables, and schedule.

RECOMMENDATION

Staff recommends City Council approve the Master Services Agreement with Ruekert & Mielke, Inc. for a one year term ending December 31, 2026 and authorize the City Manager to execute said Agreement.

ATTACHMENTS

1. Houseman-20251215-MSA Amendment
2. R&M Full Signed MSA 2022
3. Service Fees and Structure- City Engineer_

December 15, 2025

Ms. Rebecca Houseman
City Manager
City of Fort Atkinson
101 North Main Street
Fort Atkinson, WI 53538

Re: Amendment – Master Services Agreement

Dear Rebecca:

Thank you for allowing Ruekert & Mielke, Inc. (R/M) the opportunity to submit an amendment to the original Master Services Agreement (MSA) noted above. This amendment serves to extend the agreement through 2026.

This amendment incorporates all the terms and provisions of the Master Services Agreement between the parties with an Effective Date of June 21, 2022. In the event of any conflict between the provisions of the MSA and terms reflected in this Amendment, the terms and provisions of the MSA shall control.

In accordance with Article 3.01.B., the MSA shall be extended through December 31, 2026.

I hope this solution fits your needs. Thanks again for the opportunity to work with you, the staff, and the council. Please let me know if you have any questions or wish to discuss anything further.

Respectfully,

RUEKERT & MIELKE, INC.

Andrew W. Burt 
Digitally signed by Andrew W. Burt
DN: C=US,
E=aburt@ruekert-mielke.com,
O="Ruekert & Mielke, Inc.",
CN=Andrew W. Burt
Date: 2025.12.15 13:42:38-06'00'

Andrew W. Burt, P.E. (WI, IL)
LEED Green Associate, ENV SP
Senior Project Manager
aburt@ruekert-mielke.com

AWB:ied

MASTER SERVICES AGREEMENT AMENDMENT
Between City of Fort Atkinson
and
Ruekert & Mielke, Inc.
Dated December 15, 2025

CLIENT:

City of Fort Atkinson

Signature: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

CONSULTANT:

Ruekert & Mielke, Inc.

Signature: Jason P. Lietha
Jason P. Lietha, P.E.

Digitally signed by Jason
P. Lietha
Date: 2025.12.15
11:55:55 -06'00'

Title: Vice President

Date: _____

Designated Representative:

Name: Andrew W. Burt, P.E.

Title: Senior Project Manager

Phone Number: 608-819-2600

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of June 21, 2022 ("Effective Date") between
City of Fort Atkinson ("Owner") and
Ruekert & Mielke, Inc. ("Engineer").

From time-to-time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, times for performance, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in each Task Order.
- B. Owner shall compensate Engineer as set forth in each Task Order pursuant to the applicable terms of this Agreement.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 2 years from the Effective Date of this Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Method of Payment*

- A. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:
 - 1. Method A: Lump Sum
 - 2. Method B: Standard Hourly Rates

4.03 *Explanation of Methods*

- A. Method A – Lump Sum
 - 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
 - 2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and profit.
3. Engineer's Standard Hourly Rates and Reimbursable Expenses Schedule are attached to this Agreement as Attachment 3.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1st of each year to reflect equitable changes in the compensation payable to Engineer.

4.04 *Reimbursable Expenses*

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

1. Transportation, postage, and shipping cost; reproduction of reports, and similar Specific Project-related items.
2. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project; the latter multiplied by a factor of 1.10.

4.05 *Other Provisions Concerning Payment*

- A. Extended Contract Times. Should the time to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. Estimated Compensation Amounts-Standard Hourly Rates Method.
 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the

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remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

4.06 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Engineer's services or compensation under the Task Order, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of the specific Task Order.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Compliance with Laws and Regulations:* Engineer and Owner shall comply with applicable Laws and Regulations.
 - 1. Each Task Order is based on Laws and Regulations as of the Effective Date of such Task Order. Changes after the Effective Date to these Laws and Regulations, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.02 *Use of Documents*

- A. All services provided by Engineer are instruments of service with respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. Either party to this Agreement may rely on the data or information that the party receives from the other party by mail, hand delivery, or facsimile, and are the items that the other party intended to send.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 30-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

5.03 *Suspension and Termination*

A. *Suspension*

- 1. *By Owner:* Owner may suspend a Task Order upon seven days written notice to Engineer.
- 2. *By Engineer:* If Engineer's services are substantially delayed through no fault of Engineer, then Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order.

B. *Termination:* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 5.03.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 5.03.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 5.03, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.03.D.1, to invoice Owner for payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related closeout costs.

5.04 *Controlling Law:*

A. This Agreement is to be governed by the laws of the State of Wisconsin.

5.05 *Successors, Assigns, and Beneficiaries:*

A. Owner and Engineer each is hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 5.05.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.06 *Dispute Resolution:*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 5.06.A, then either or both parties may exercise their rights under law.

5.07 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily

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injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.
- C. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- D. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to a Specific Project.

5.08 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion of each particular Task Order.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 6 – DEFINITIONS

6.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following provisions:

1. *Additional Services:* Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.
2. *Agreement:* This "Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 7 and any duly executed Task Order.
3. *Basic Services:* Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.
4. *Consultants:* Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
5. *Effective Date of the Agreement:* The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
6. *Effective Date of the Task Order:* The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
7. *Engineer:* The individual or entity named as such in this Agreement.
8. *Laws and Regulations; Laws or Regulations:* Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Owner:* The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed.
10. *Reimbursable Expenses:* The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in this Agreement.
11. *Specific Project:* An undertaking of Owner as set forth in a Task Order.
12. *Substantial Completion:* The time at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete so that the Work can be utilized for the purposes for which it is intended.
13. *Task Order:* A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits

Attachment 1: Task Order (Suggested Form).

Attachment 2: Amendment to Task Order (Suggested Form).

Attachment 3: Standard Hourly Rates and Reimbursement Expense Schedule.

Attachment 4: RM Standard Terms and Conditions – Engineering-2014.

7.02 *Total Agreement*

- A. This Agreement (together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format provided in Attachment 2 to this Agreement, "Amendment to Task Order."

7.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Task Order shall likewise designate representatives of the two parties.

7.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 7.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

CLIENT NAME:

City of Fort Atkinson

Signature:

Rebecca Houseman LeMire

Title: City Manager

Date:

7/1/2022

Address for giving notices:

101 N. Main Street

Fort Atkinson, WI 53538

Designated Representative:
(Per Paragraph 7.03.A)

Name: Andy Selle, P.E.

Title: City Engineer

Phone Number: 920-563-7760 ext. 307

Email: aselle@fortatkinsonwi.net

ENGINEER:

Ruekert & Mielke, Inc.

Signature:

Ryan T.
Amtmann

Ryan T Amtmann, P.E.

Digitally signed by Ryan
T. Amtmann
Date: 2022.06.15
14:50:27 -05'00'

Title: Vice President

Date: June 15, 2022

Address for giving notices:

W233 N2080 Ridgeview Parkway

Waukesha, WI 53188-1020

Designated Representative:
(Per Paragraph 7.03.A)

Name: Andrew W. Burt, P.E.

Title: Senior Project Manager

Phone Number: 262-953-4153

Email: aburt@ruekert-mielke.com

This is **ATTACHMENT 1**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated June 21, 2022.

SUGGESTED FORM OF TASK ORDER

This is Task Order No. _____,
consisting of 2 pages

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

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

1. Specific Project Data

A. Title: _____

B. Description: _____

2. Services of Engineer

3. Owner's Responsibilities

*[If none, state **NONE**]*

4. Times for Rendering Services

Phase

Estimated Completion Date

5. Payments to Engineer

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

[Choose one of the following:]

1) Lump Sum Payment of \$ _____

☐ OR

2) Standard Hourly Rate of \$ _____

B. The terms of payment are set forth in Article 4 of the Agreement.

6. Other Modifications to Agreement:

*[Supplement or modify Agreement and Exhibits, if appropriate-If none, state **NONE**]*

7. Attachments:

*[If none, state **NONE**]*

8. Documents Incorporated By Reference:

*[If none, state **NONE**]*

9. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is 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

ENGINEER: Ruekert & Mielke, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK
ORDER (Per Paragraph 7.03.A):

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
(Per Paragraph 7.03.A):

Name: _____

Name: _____

Title: _____

Title: _____

Phone
Number: _____

Phone
Number: _____

E-Mail
Address: _____

E-Mail
Address: _____

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order Agreement:
- b. Owner: City of Fort Atkinson
- c. Engineer: Ruekert & Mielke, Inc.
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner with respect to the Task Order are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services under this Task Order is modified as follows:
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Task Order amount: \$ _____

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: City of Fort Atkinson

ENGINEER: Ruekert & Mielke, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date _____
Signed: _____

Date _____
Signed: _____

Sample

This is **ATTACHMENT 3**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated June 21, 2022.

STANDARD HOURLY RATES
ENGINEERING SERVICES

Engineer 7 (Team Leader)	201.00
Engineer 6 (Senior PM)	182.00
Engineer 5 (PM)	172.00
Engineer 4 (Proj Engineer)	162.00
Engineer 3	142.00
Engineer 2	133.00
Engineer 1	114.00
Senior Engineer Technician	155.00
Engineer Technician 3	131.00
Engineer Technician 2	118.00
Engineer Technician 1	108.00

MUNICIPAL ECONOMICS & PLANNING SERVICES

Senior Economic Consultant	208.00
Economic Consultant	160.00

IT/GIS TECHNICIAN SERVICES

Asset Management Consultant	196.00
IT/GIS Analyst 4	180.00
IT/GIS Analyst 2	149.00
IT/GIS Analyst 1	132.00
IT/GIS Technician 2	117.00
IT/GIS Technician 1	106.00

STANDARD HOURLY RATES
SCADA SERVICES

Senior SCADA Analyst	\$194.00
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SURVEYING SERVICES

Professional Land Surveyor	150.00
Crew Chief / Surveyor	136.00
Surveying Technician	99.00

CONSTRUCTION REVIEW SERVICES

Construction Review Manager	143.00
Senior Construction Review Technician	114.00
Construction Review Technician 2	99.00
Construction Review Technician 1	83.00

ADMINISTRATIVE SERVICES

Certified Public Accountant (Company CFO)	200.00
Administrative Assistant	84.00

MISCELLANEOUS

MILEAGE

For Engineers and Technicians	.625/mile
For Construction Review Technicians	.665/mile
For Survey Crews	.835/mile

Print reproductions	.50/sq. foot
Color copies	.40/page
Color plots	2.50/sq. foot
Scanning	.50/scan
GPS equipment	132.00/day
ATV fee	125.00/day
Robotics equipment	132.00/day
Road Tube Traffic Counter – day	50.00/day
Road Tube Traffic Counter – week	150.00/week
Turning Movement Traffic Counter	10.00/day

Note: Overtime rates will be 120% of standard rate for construction review services

In addition to our standard hourly rates, we invoice authorized sub-consultant fees at 110% of our cost.

****Engineer 6 – Andrew W. Burt, P.E., will be billed with discount of \$15/hour.**

Ruekert & Mielke, Inc. Standard Terms and Conditions (Engineering Services)

A. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

B. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

C. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

D. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to or as specified in a Task Order.

E. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

F. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

G. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

H. Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

I. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

CONFIDENTIAL

RUEKERT & MIELKE, INC.

2026 CITY OF FORT ATKINSON RATE SCHEDULE – Effective 01/12/26

2026

ENGINEERING SERVICES

Engineer 1	\$	133.00
Engineer 2	\$	154.00
Engineer 3	\$	164.00
Engineer 4 (Proj Engineer)	\$	189.00
Engineer 5 (PM)	\$	199.00
Engineer 6 (Senior PM)	\$	211.00
Engineer 7 (Team Leader)	\$	233.00
Engineer 8 (President/CEO/VP's)	\$	246.00
City Engineer ¹	\$	185.00
Engineer Technician	\$	125.00
Designer	\$	137.00
Senior Designer	\$	153.00

¹ Apply 50% discount for council meetings.

PROFESSIONAL CONSULTING SERVICES

Environmental Technician 1	\$	98.00
Environmental Technician 2	\$	107.00
Environmental Technician 3	\$	117.00
Environmental Scientist 1	\$	135.00
Environmental Scientist 2	\$	145.00
Environmental Scientist 3	\$	154.00
Environmental Scientist 4	\$	163.00
Environmental Scientist 5	\$	175.00
GIS Technician 1	\$	124.00
GIS Technician 2	\$	136.00
GIS Analyst 1	\$	154.00
GIS Analyst 2	\$	174.00
GIS Analyst 3	\$	190.00
GIS Analyst 4	\$	210.00
Landscape Architect Lead	\$	211.00
SCADA Analyst 1	\$	136.00
Senior SCADA Analyst 1	\$	174.00
Senior SCADA Analyst 2	\$	226.00
Agricultural Team Leader	\$	211.00
Project Coordinator	\$	152.00
Senior Project Coordinator	\$	165.00

CONFIDENTIAL

RUEKERT & MIELKE, INC.

2026 CITY OF FORT ATKINSON RATE SCHEDULE – Effective 01/12/26

		<u>2026</u>
<u>SURVEYING SERVICES</u>		
Surveying Technician	\$	115.00
Surveyor	\$	135.00
Survey Crew Chief	\$	159.00
Professional Land Surveyor	\$	175.00
<u>CONSTRUCTION REVIEW SERVICES</u>		
Construction Review Technician 1	\$	96.00
Construction Review Technician 2	\$	115.00
Senior Construction Review Technician	\$	131.00
Erosion Control Specialist	\$	131.00
Construction Review Manager	\$	166.00
Note: Overtime rates will be 120% of standard rate for construction review services		
<u>ADMINISTRATIVE SERVICES</u>		
Administrative Assistant	\$	97.00

CONFIDENTIAL

RUEKERT & MIELKE, INC.

2026 CITY OF FORT ATKINSON RATE SCHEDULE – Effective 01/12/26

2026

MISCELLANEOUS

Mileage	
For Engineers and Technicians	.70/mile
For Construction Review Technicians	.74/mile
For Survey Crews	.91/mile
Print reproductions	.50/sq. foot
Color copies	.40/page
B&W copies	.15/page
Color plots	2.50/sq. foot
Scanning	.50/scan
GPS equipment	140.00/day
Manhole scanner	200.00/day
ATV fee	135.00/day
Robotics equipment	140.00/day
Drone (Marketing)	100.00/day
Drone (Survey)	500.00/day
Road Tube Traffic Counter – day	50.00/day
Road Tube Traffic Counter – week	150.00/week
Turning Movement Traffic Counter	10.00/day

ORGANIZATIONAL CHART



City Manager

Rebecca Houseman



Director of Public Works

Zach Navin



City Engineer

Andrew Burt, P.E.
LEED Green Associate,
ENV SP



Project Engineer

Samantha Boman,
E.I.T.



Project Engineer

Kevin Rice,
E.I.T.



Services

- Environmental
- Drones (UAS)
- Field Services & Survey
- GIS & Asset Management
- Green Infrastructure
- Mechanical, Electrical, & Plumbing
- Municipal Services
- Pavement Management
- SCADA
- Street & Utility
- Structural Engineering
- Wastewater
- Water Supply
- Water Resources

*Refer to the following Service Listing for more details. Additional detail can be provided upon request.



Ruekert • Mielke

YOUR INFRASTRUCTURE ALLY

Ruekert & Mielke, Inc. (R/M) is a 100% employee-owned civil engineering firm with **more than 75 years of service** to local communities and organizations. Our engineers, environmental scientists, agricultural experts, and technology consultants empower our clients to thrive by solving infrastructure challenges.

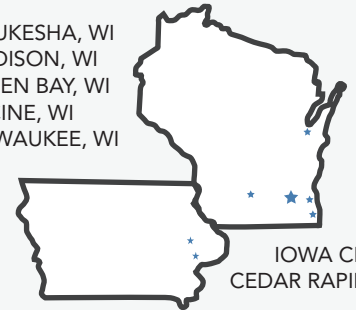
ABOUT

- Established in 1946
- 125+ Employees Located in Wisconsin & Iowa
- 8x Top Workplace

100% EMPLOYEE OWNED

LOCATIONS

WAUKESHA, WI
MADISON, WI
GREEN BAY, WI
RACINE, WI
MILWAUKEE, WI



IOWA CITY, IA
CEDAR RAPIDS, IA

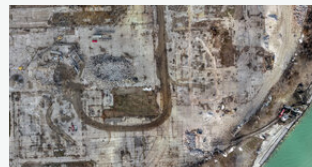
SERVICES



AGRICULTURE



CONSTRUCTION SERVICES



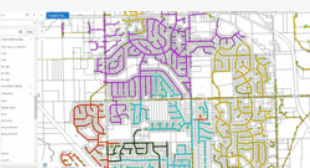
DRONE & SURVEY



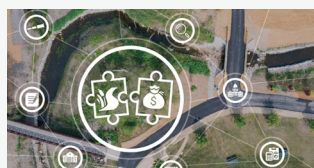
ENVIRONMENTAL



MECHANICAL, ELECTRICAL,
PLUMBING, TECHNOLOGY



GIS



GRANTS



MUNICIPAL



PAVEMENT MANAGEMENT



STREETS & ROADS



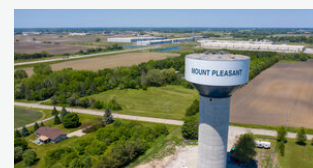
STRUCTURAL



SITE DEVELOPMENT



WASTEWATER



WATER & SCADA



WATER RESOURCES



Village of Sussex, WI

Our communities are constantly struggling to balance economic development with orderly growth, sound infrastructure, sustainable rates, and balanced budgets.

Ruekert & Mielke, Inc. (R/M) experts partner with municipalities like yours to build stronger, safer, and happier communities. Our employees aren't just engineers, financial analysts, or technology experts; we live, work, and play in the communities we serve. Our understanding of your daily challenges and your citizens' expectations give us an authentic perspective to create the best strategies for tackling a wide range of problems, from pavement management to infrastructure planning.

Cutting-edge technology provides your community with increased efficiency and better decision making. R/M is at the forefront of municipal innovation, developing solutions such as digital construction reporting, cloud-based GIS, SCADA systems, and asset management tools to provide our clients with intuitive solutions to solving community goals.

SERVICES

- Development Review
- Infrastructure Planning
- Pavement Management
- Capital Improvement Planning
- Surveying
- Geographic Information Systems (GIS)
- Road/Utility Design
- Construction Administration

"The most valuable service I get from R/M is personal attention. Our City Engineer lives here. He is a taxpayer with ties to the community. He is one of us, above and beyond the professional qualifications."

— City of Columbus, WI

Village of Thiensville, WI



Village Engineer since 1986

City of Oconomowoc, WI



City Engineer since 1995

City of Columbus, WI



City Engineer since 2010



New Fire Station
City of Fort Atkinson, WI

MUNICIPAL BUILDING SERVICES

For over 75 years, Ruekert & Mielke, Inc. (R/M) has partnered with municipalities to solve complex challenges, including the need for functional, cost-effective, and sustainable buildings. Whether a public works facility, fire station, or municipal office, we understand government building requirements, budget constraints, and community expectations. Our expertise ensures facilities that maximize efficiency and long-term value.

R/M's 25+ Building Services professionals—specializing in civil, mechanical, electrical, and structural engineering—provide seamless, integrated solutions. Our in-house collaboration streamlines coordination, accelerates timelines, and minimizes delays. From planning to construction, we deliver efficient, cost-conscious designs that keep projects on track and within budget.

SERVICES

Preliminary

- Preliminary Site Assessment
- Site Planning & Concept Development
- Due Diligence: Phase I ESA & Wetland Delineation
- Ecological Services
- Survey: Topographic, Drone, Alta, CSM, 3D Scanning

Site Design

- Site Layout
- Grading & Drainage Plans
- Utility Plans
- Stormwater Management
- Green Infrastructure
- Flood Plain Modeling
- Permitting & Entitlements

Mechanical, Electrical & Plumbing

- Mechanical Engineering
- Plumbing Design
- Fire Protection
- Geothermal
- Electrical Engineering
- Technology Design
- Lighting Design
- Access Controls & Security

Structural

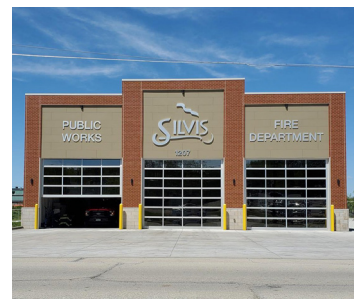
- Structural Engineering
- Foundation Design
- Geotechnical Evaluation
- Retaining Walls

Construction Administration

- Site Inspection & Certifications
- Construction Staking
- Owner's Representative Services
- Project Management



City Hall Renovation
Keokuk County, IA



Public Works & Fire Station
City of Silvis, IL



Davis County Courthouse
Bloomfield, IA



Village of Saukville, WI

STREETS & ROADS

Your community's roads roll out a welcome mat to residents, businesses, tourists, and travelers. They are one of your biggest assets and can dramatically impact the financial success of your municipality.

At Ruekert & Mielke, Inc. (R/M), our experts build pavement management programs that stand the test of time, weather, and politics. Our analysis is generated from databases and financial/asset management models to give your staff a roadmap to a quality road network. Our goal is to create a program that will extend the life of your roads by 10 years.

Utilizing a pavement management program will help your community understand the amount of financial liability that exists in maintaining your roadway system. Our services include road ratings, planning, design, streetscaping, construction administration, and construction review and range in complexity from minor maintenance through major downtown reconstruction.

SERVICES

- Life Cycle Cost Analysis
- PASER/PCI Ratings
- Funding Alternatives
- Long-Range CIP Planning
- Roadway Certification
- Pavement Structure Design
- Drainage Evaluation
- Street Reconstruction Design
- Education of Elected Officials and Staff
- Incorporation into GIS

"The Town had not allocated money for maintenance or repairs of its roads since 2001. R/M provided us with various solutions for reconstruction, pavement treatments and annual maintenance programs that extends the life of our roads from an average of 15 years to 25 or more years "

— Town of Randall, WI

City of Pewaukee, WI



Annual Street Program since 2009

Village of Hartland, WI



Pavement Management Plan

City of Greenfield, WI



Annual Road Reconstruction & Rehabilitation Program since 2007



MEMORANDUM

DATE: February 3, 2026

TO: Fort Atkinson City Council

FROM: Erin Sweeney, Wastewater Utility Superintendent

RE: Review and possible action relating to the replacement of controls and telemetry at the Main Control Building, and Water Street, Sherman Avenue, and Memorial Lift Stations (Sweeney, Wastewater Superintendent)

BACKGROUND

The Sherman Avenue, Water Street, and Memorial Lift Stations, along with the Main Wastewater Control Building, are due for essential upgrades to telemetry and controls. The last major improvements to these systems were completed between 2001 and 2004. Although the current equipment has operated reliably for more than twenty years, the technology is now outdated, and replacement components have become increasingly difficult or impossible to obtain. To ensure continued reliability and uninterrupted operation, the existing controls and telemetry must be modernized. Because much of the equipment is becoming obsolete at the same time, it is necessary to complete these upgrades as one comprehensive project rather than in separate phases, ensuring that all components continue to function together as an integrated system.

DISCUSSION

The 2026 budget includes \$350,000 to replace the controls and telemetry systems at the City's three wastewater lift stations and the Main Control Building.

This project includes the installation of new telemetry equipment that allows each lift station to automatically report operating status and alarm conditions back to the Main Control Building and enable continuous data collection.

New control systems will be installed at all three lift stations and the Main Control Building, including new control cabinets at the Sherman Avenue and Water Street Lift Stations. The project also includes installation of variable frequency drives (VFDs) and generator connection points at both stations to support the pumps and generators purchased through the 2025 Capital Improvement Program.

FINANCIAL ANALYSIS

Altronex is the sole supplier of controls and telemetry for the Utility. The Utility received a quote of **\$322,465.00** from Altronex covering the controls, telemetry equipment, partial

installation, programming, testing, and drawings.

In addition, staff required pricing for the removal of the existing control panels, installation of the new panels, and assistance with pump and antenna installation at the Sherman Avenue and Water Street Lift Stations. Altronex frequently partners with Electric Designs, and due to the sensitive nature of lift station work and the need for efficient and timely installation, staff obtained a proposal from Electric Designs for **\$5,300.00**.

\$350,000 was included in the 2026 Capital Improvements Plan budget for this project. The Wastewater Utility pays for most of its capital expenses through annual operating funds when possible. This project was also identified in the approved 2026 Wastewater Utility operating budget on page 115 of the overall budget document.

RECOMMENDATION

Staff recommends that the City Council approve the purchase of the upgraded controls and telemetry systems from **Altronex** for a cost not to exceed **\$327,765.00**, which includes work provided by Electric Designs.

ATTACHMENTS

1. Electric Designs Install Price
2. Proposal Fort Atkinson, WI - WWTP - Master PLC, Lift Stations, and Telemetry Up
20233453

Electric Designs

(Certified and Insured)

18684 S. 3rd st. Muscoda,wi 53573

608-553-3883 M. L. #1079874

Dec 30,2025

Village of Ft Atkinson

Lift station retrofits

Remove cabling/antenna mounts

Pipe rigid masts for antennas

Feeder rigid piping (New feeder wire long enough to reach new panel)

Install new panel

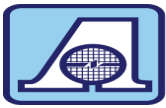
Install cord grips for pumps/floats/transducers

Assist lw allen with startup

Provide temporary power for pumps if needed

Material/Labor---2,650.00 for each lift

Total project cost 5,300.00



Name	Customer	Proposal#	Due/Bid Date
Fort Atkinson, WI - WWTP - Master PLC, Lift Stations, and Telemetry Upgrade 2025	Fort Atkinson, WI - WWTP	20233453	5/1/2024, 12:00 PM

Scope

Altronex Control Systems is pleased to provide a quotation for the following equipment and services

2025 PRICING FOR THE FOLLOWING:

1. Sherman Ave Lift Station Control Panel (Installed by others): \$78,605.00

- a. NEMA 3R stainless steel gasketed lift station control panel enclosure (approximately 60" X 60" X 12" with 24" ventilated skirting)
- b. 240VAC three phase With High Leg B Phase
- c. 22KAIC
- d. UL 698
- e. 240VAC 100 Amp Main Breaker Interlocked with Generator Receptacle Breaker (This panel is not service entrance rated and shall be powered from a service entrance rated automatic transfer switch provided by others)
- f. 240VAC 100 Amp Generator Receptacle Breaker Interlocked with Main Breaker
- g. Reuse Generator Receptacle
- h. (2) pump breakers
- i. (2) ABB VFDs Sized for 5HP Flygt Pumps (NP 3102 MT 3~ Adaptive 462)
- j. Lightning Arrestor
- k. Phase relay
- l. Panel heater
- m. Re-install existing flow meter transmitters and power from load center dedicated circuit breaker
- n. CompactLogix PLC including necessary I/O
- o. New radio (Details below in SCADA/Telemetry)
- p. 7" PanelView OIT
- q. Transducer level sensor (Primary Control utilizing the PLC with ramp control similar to the WWTP influent pumps)
- r. Level sensor and float intrinsic barriers
- s. Back-up pump control
- t. (2) Floats (EZCONNEX)
- u. Door-mounted pilot devices

2. Water Street Lift Station Control Panel (Installed by others): \$79,270.00

- A. NEMA 3R stainless steel gasketed lift station control panel enclosure (approximately 60" X 60" X 12" with 24" ventilated skirting)
- B. 240VAC three phase With High Leg B Phase
- C. 22KAIC
- D. UL 698
- E. 240VAC 100 Amp Main Breaker Interlocked with Generator Receptacle Breaker (This panel is not service entrance rated and shall be powered from a service entrance rated automatic transfer switch provided by others)
- F. 240VAC 100 Amp Generator Receptacle Breaker Interlocked with Main Breaker
- G. Reuse Generator Receptacle
- H. (2) pump breakers
- I. (2) ABB VFDs Sized for 7.5HP Flygt Pumps (NP 3127 MT 3~ Adaptive 439)
- J. Lightning Arrestor
- K. Phase relay
- L. Panel heater
- M. Re-install existing flow meter transmitters and power from load center dedicated circuit breaker

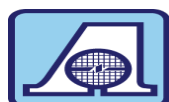
- N. CompactLogix PLC including necessary I/O
- O. New radio (Details below in SCADA/Telemetry)
- P. 7" PanelView OIT
- Q. Transducer level sensor (Primary Control utilizing the PLC with ramp control similar to the WWTP influent pumps)
- R. Level sensor and float intrinsic barriers
- S. Back-up pump control
- T. (2) Floats (EZCONNEX)
- U. Door-mounted pilot devices
- 3. **Memorial Park Lift Station SCC Modifications: \$38,590.00**
 - a. CompactLogix PLC including necessary I/O (PLC shall be redeveloped to new standards, however the control strategy shall be the same)
 - b. New radio (Details below in SCADA/Telemetry)
 - c. Integrate to the existing Touchscreen
 - d. New AutoCAD drawings
- 4. **Lift Station Master Telemetry Unit: \$28,690.00**
 - a. Remove this backpan and replace it with a new one, with CompactLogix Remote I/O (RIO)
 - a. The programming for the telemetry will now be done in the new Main Control Building PLC Panel 10-PLC-1
 - b. Dialer shall remain and the I/O points wired to the new RIO
 - c. UPS will be upsized and will now power this panel as well as 10-PLC-1 (Add CRUPS logic)
 - d. New radio which will be wired to the 10-PLC-1 panel, via ethernet (Details below in SCADA/Telemetry)
 - e. New AutoCAD drawings
- 5. **Main Control Building PLC Panel 10-PLC-1: \$80,100.00**
 - a. Remove the SLC PLC
 - b. Remove UPS and rewire panel to be powered from the Master Telemetry Unit Panel
 - c. Provide and install a new CompactLogix PLC including necessary I/O (PLC shall be redeveloped to new standards, however the control strategy for the WWTP shall be the same, the new lift station statuses will be added)
 - d. New AutoCAD drawings
- 6. **Telemetry System \$17,210.00**
 - a. Provide new Ethernet MDS Orbit 100 Radios and replace the antennas and antenna cables at the following sites (Antenna and cable installation by others)
 - i. WWTP (Master)
 - ii. Memorial Park Lift Station
 - iii. Water Street Lift Station
 - iv. Sherman Ave Lift Station

ALTRONEX PROFESSIONAL & TECHNICAL SERVICES

- 1. Engineering and coordination services
- 2. PLC, HMI, and OIT programming (Note: The PLC tag references are expected to change with the new CompactLogix PLCs)
- 3. No new historical programming is included
- 4. New and Updated CAD drawings as required
- 5. Installation, startup, and testing (Lift Station Control Panels shall be installed by a licensed electrician and is not included)
- 6. Warranty – (1) year
- 7. The above control panel modifications shall be BY ALTRONEX.
- 8. Installation of Sherman Ave. and Water St. panels by others

Proposed Invoicing Schedule:

	Item	% of Contract
1.	Release to Manufacturing	40%
2.	Shipment of Equipment	50%
3.	Startup (Not to exceed 120 Days)	10%



	TOTAL	100%
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Items specifically not included in this proposal

1. Sales or use tax
2. Liquidated Damages of any kind
3. Installation of equipment and job site labor other than as specified
4. The installation of the service entrance equipment, generators, antennas, and lift station control panels are NOT included.
5. Receiving and storage of equipment on the job site
6. Installation materials, brackets, wire, clamps, piping, junction boxes, etc., not specifically described in our material list
7. Performance, payment, or equipment bond of any kind
8. Installation of any instruments
9. Field Terminations
10. Mounting of any control panels or hardware
11. Mounting stands, brackets, channel strut or field assemblies of any kind.
12. Permits or Bonding
13. Fiber optic cable, connectors, patch panels, termination and/or testing
14. Electrical testing services
15. Solenoids and pressure switches are by others
16. Flow meter spare spools and flange gaskets
17. Local control panels, unless specifically listed on this scope of work
18. Field Instrumentation, unless specifically listed on this scope of work
19. SJE's sole obligation shall be the provision of those items specified within the "included" items listed above. The lack of an explicit exclusion does not imply inclusion

All prices quoted are based on current tariff rates and trade policies. Any new, increased, or additional tariffs, duties, taxes, or related governmental charges imposed after the date of this quote shall be the responsibility of the Buyer. Seller reserves the right to adjust pricing accordingly and bill these additional charges as a separate line item. The Buyer acknowledges and agrees to pay such adjustments as part of the total order cost.

Proposal Amount \$ 322,465.00 USD
Freight Terms: FOB Origin, Freight Prepaid and Add

Respectfully submitted by,



Alan Clemens
Business Development Manager
alan.clemens@sjeinc.com
6082101471

Acceptance of Proposal (Purchase Order or Signature) – The preceding prices, specifications and attached terms and conditions of sale are satisfactory and hereby accepted. You are authorized to proceed.

Signature	Name Print/Type	Official Position	Date
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Standard Terms and Conditions

Controlling Provisions: The terms and conditions and supplemental exhibits contained herein (the "Terms and Conditions") shall supersede any provisions, terms, and conditions contained on any purchase order or other written form any direct buyer ("Buyer") may use or provide (whether received by S.J. Electro Systems, Inc. or any of its subsidiaries or affiliates (collectively, "SJE") prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the Terms and Conditions as described herein. SJE sells certain services, products, replacement parts and related software (collectively, the "Goods"). The purchase of the Goods is governed by the Terms and Conditions. Any communication by Buyer to SJE to purchase Goods will be treated by SJE as a request to purchase the Goods. The response, however communicated, will be understood by all parties as an agreement by SJE to sell to Buyer the requested Goods pursuant to the Terms and Conditions. **SJE specifically opposes any terms or conditions that are in addition to or different from the Terms and Conditions, unless specifically agreed to in each instance in writing by SJE.**

Quotations, Acceptance, and Agreements: Any quotation is a good faith estimate. To the extent that SJE has been provided by or on behalf of Buyer any specifications, description of operating conditions or other data and Information In connection with the selection or design of the Goods, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by SJE, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and an acceptance of the Terms and Conditions. Written quotations which have not been finalized by a binding purchase order shall expire on the date specified in the quotation or, in the absence of such specification, thirty (30) calendar days from the date issued. SJE may revise or withdraw a quotation at any time prior to the finalization of a binding purchase order.

Per company policy, a separate written agreement signed by both parties or a purchase order accepted and acknowledged by SJE is required to form any legally binding agreement.

Intellectual Property: All devices, patents, designs (including drawings, plans and specifications), software existing or to be developed, estimates, prices, notes, memos, summaries, electronic data and other documents or information prepared or disclosed by SJE shall remain the sole intellectual property of SJE. Following acceptance and final payment, SJE shall grant to Buyer a non-transferable, non-exclusive license for use and sale of the Goods.

Credit Approval: The credit terms granted on each order are subject to SJE's continuing approval of Buyer's credit. SJE may withdraw the extension of credit and require modified payment terms if, in SJE's sole judgment, Buyer's credit or financial standing is impaired such that SJE in good faith deems payment insecure.

Prices and Taxes: All prices are FOB shipping point, unless otherwise stated or referenced in attached exhibits. All prices are subject to any commercially reasonable additions that may be necessary to cover any duties, taxes or charges. All prices are in U.S. Dollars. Prices may be subject to change without notice.

Shipping Policy: Shipping and handling charges cover the transportation of the Goods from SJE's warehouse to Buyer, unless otherwise specified. Standard shipping rates are assessed upon placement of order. SJE uses many methods of shipment including UPS shipping services but reserves the right to substitute carriers without notice. UPS next-day air, UPS second-day air, UPS three-day ground, UPS Express and UPS Expedited are services available to Buyer for expediting orders. Expedited orders will be shipped based on the method Buyer selects. These services may not be available for shipment into all countries.

While SJE will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by SJE, all shipping dates are approximate and not guaranteed. SJE reserves the right to make partial shipments. SJE, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse SJE for any and all storage costs and other additional expenses resulting therefrom. The actual shipping weights may vary.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the Goods shall pass to Buyer upon delivery of the Goods to the respective delivery carrier. Buyer shall immediately inspect the Goods upon receipt and any damage must be noted on the delivery carrier's bill of lading at time of receipt. SJE is not liable for any damages caused by shipping. SJE is not liable for any shortages or nonconformance unless notified by Buyer within two (2) business days of Buyer's receipt of the Goods.

Operations/Maintenance Manuals: Installation, maintenance and operation manuals will be furnished to Buyer in the number of copies specified at the time of quotation or order. Additional copies subject to charges as outlined in attached exhibits.

Installation and Use: Buyer will be solely responsible for the proper application, installation and service of the Goods. Installation instructions are supplied by SJE and must be followed.

Export/Import: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including, but not limited to, those of the United States and the European Union, and the jurisdictions in which SJE and Buyer are established or from which Goods may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Goods in violation of such applicable laws, regulations, orders or requirements.

Payment: Buyer shall pay SJE the full purchase price as set forth in the respective order between SJE and Buyer. Unless otherwise agreed to in writing between SJE and Buyer, freight, storage, insurance, taxes, duties, and any governmental charges relating to the Goods shall be paid by Buyer. If SJE is required to pay any such charges, Buyer shall immediately reimburse SJE upon notice from SJE of same. All payments are due within approved credit terms. Buyer may be charged the lower of 1.5% interest per month or the maximum legal rate on all amounts not received by the due date described therein.

Security Interest: SJE shall retain a security interest in the Goods until the full purchase price has been paid. Buyer's failure to pay any amounts due, including interest, shall give SJE the right to possession and removal of the Goods after providing ten (10) days written notice to Buyer. SJE's taking of such possession shall be without prejudice to any other remedies SJE may have.

Changes, Cancellations, Returns: Buyer may request changes or additions to the Goods consistent with SJE's specifications and criteria. In the event such changes or additions are accepted by SJE, SJE shall have the absolute right to revise the prices and dates of delivery, and to add charges for work and materials rendered unnecessary by such changes or additions. All changes, cancellations, or returns must have SJE prior written approval and subject to restocking fees and service charges. Authorized returns must be packaged and shipped prepaid to SJE.

Return Policy: SJE will only accept Goods returned within one (1) year from the date of manufacture, un-used, and current production models. Returned Material Authorization ("RMA") numbers must be assigned to any Goods Buyer wishes to return for credit. To obtain an RMA, Buyer must contact SJE's Service Center at 218-847-1317 or toll free at 888-342-5753. Buyer is responsible for payment of return shipping fees unless such returned Goods result from an SJE order processing error. Upon return, SJE shall reimburse Buyer for the return freight resulting from the return of Goods due to such SJE order processing error. In the event of any return in compliance with this paragraph, SJE will provide Buyer credit for the returned Goods and work to reship correct Goods to Buyer. SJE reserves the right to refuse acceptance of returned Goods after inspection. SJE will not accept returns for Goods that are custom-built for Buyer as such items cannot be resold by SJE; however, custom-built Goods remain subject to applicable warranty provisions in each case.

Notwithstanding the foregoing (and so long as the return is not due to an order processing error of SJE), a restocking fee shall be charged to Buyer for returned Goods as outlined in the attached Exhibits.

Force Majeure: SJE shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached any agreement with Buyer, for any failure or delay in fulfilling or performing any term of any agreement with Buyer, when and to the extent such failure or delay is caused by or results (directly or indirectly) from acts beyond SJE's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of any subject agreement between SJE and Buyer; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial services; or (i) any other cause beyond the reasonable control of SJE.

Indemnification and Default: In addition to all other amounts due hereunder, Buyer shall reimburse SJE in full for all collection costs or charges, including reasonable attorney fees, which SJE may incur in the collection of any past due amounts from Buyer, including applicable interest on overdue accounts. If Buyer is in default under this or any other agreement with SJE, SJE may defer performance hereunder until such default is resolved. SJE shall have no obligation to provide factory startup assistance or factory training (when requested) until all invoices (including retentions) for equipment have been paid in full. Furthermore, SJE shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any Goods, or failure to utilize the Goods properly.

Warranty and Liability: During the warranty period, Buyer's exclusive remedy will be either repair or replacement, at the sole discretion of SJE and subject to the Terms and Conditions of any component which proves to be defective due to defective materials or workmanship of SJE.

SJE DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND SJE SHALL NOT, IN ANY MATTER, BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, OR PENALTIES THAT RESULT FROM A BREACH OF CONTRACT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SJE'S LIABILITY TO BUYER OR ANY OTHER PARTY EXCEED THE LESSER OF (i) THE COST OF REMEDIATING ANY DEFECT OR DEFICIENCY IN THE PERFORMANCE OF SJE HEREUNDER OR (ii) THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH THE CLAIM IS MADE.

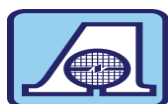
ANY ELECTRICAL WIRING AND SERVICING OF THE GOODS MUST BE PERFORMED BY A LICENSED ELECTRICIAN. WARRANTY CLAIMS FOR GOODS WHICH WERE AT ANY TIME WIRED OR SERVICED BY ANYONE OTHER THAN A LICENSED ELECTRICIAN SHALL NOT BE HONORED IN WHOLE OR PART BY SJE.

Furthermore, this warranty shall not apply to: (a) damage due to any weather-related or other conditions beyond the control of SJE; (b) defects or malfunctions resulting from the Goods not installed, operated, or maintained in accordance with instructions provided, applicable local codes, ordinances, or accepted trade practices; (c) failures resulting from abuse, misuse, accident, or negligence; or (d) Goods repaired and/or modified without prior written authorization from SJE.

Some states do not allow limitations on implied warranty duration, as such, this limitation may not apply to Buyer. Some states do not allow the exclusion or limitation of incidental or consequential damages, as such, these limitations or exclusions may not apply to Buyer. The above-described warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.

TO OBTAIN WARRANTY SERVICE: Buyer shall assume all responsibility and expense for removal, reinstallation, and freight associated with any warranty service. Any Goods to be repaired or replaced under this warranty must be returned to SJE, or such place as designated by SJE. Buyer can contact SJE Service Center at 218-847-1317 or toll free at 888-342-5753 for an RMA on any Goods being submitted for a warranty claim.

Applicable Law and Forum: Any disputes between Buyer and SJE shall be venued in Becker County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.





MEMORANDUM

DATE: February 3, 2026

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Director of Neighborhood and Building Services

RE: Review and possible action relating to an Extraterritorial Certified Survey Map for the property located at W6347 Briar Lane in the Town of Koshkonong (Draeger, Director of Neighborhood and Building Services)

BACKGROUND

The applicant is requesting approval to combine two existing parcels. The subject property is located in the Town of Koshkonong but within the City of Fort Atkinson's three-mile extraterritorial jurisdiction and within the 1.5-mile review area that requires a recommendation from the Plan Commission and final approval by the City Council. The zoning designation of the subject property will remain R-2 under Jefferson County Zoning following the land combination.

DISCUSSION

The Future Land Use map indicates this area as Single Family Residential - Exurban which is defined as a future land use category intended to accommodate single-family detached residential development served by individual on-site wastewater treatment systems at a density of 1 home per acre or larger.

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

The subject parcel is located outside the City's designated Long-Range Urban Growth Area. The applicant, Robert Komes, is requesting approval to combine two existing parcels. Staff does not anticipate that the proposed land combination will have any adverse impact on the City's long-range growth or planning objectives.

City staff has identified a few minor revisions that must be addressed on the final Certified Survey Map (CSM) prior to execution and recording.

Per Ch. 236, Wis. Stats. and Ch. A-E7, Wis. Admin Code:
s. 236.34(1m)(a) **Each Sheet of the Final CSM must be signed, sealed and dated by the Professional Land Surveyor.**

Per Ch. 70 City of Fort Atkinson Land Division and Development Ordinance.

s. 70.06.03 (5) Surveyor's Certificate: **Add the statement that the surveyor has also complied with the provisions of the City of Fort Atkinson and Town of Koshkonong Land Division Ordinances.**

s. 70.06.01(2)(c) Existing and proposed easements. True relationship between the boundary of property and pedestrian and recreational ways, existing roads, and highways upon which they may border. Identify all recording information. **Show all existing easements, if any.**

s. 70.06.01(2)(g) Setback Lines; All structures are existing and no new structure is proposed. **Staff recommend waiving this requirement.**

Staff finds that the proposed Certified Survey Map generally complies with the requirements of the City's Land Division and Development Ordinance, subject to correction of the items identified. At its January 27, 2026 meeting, the Plan Commission recommended City Council approval of the extraterritorial Certified Survey Map, subject to the conditions noted in the staff memo.

FINANCIAL ANALYSIS

The Extraterritorial CSM is not expected to have a financial impact on the City.

RECOMMENDATION

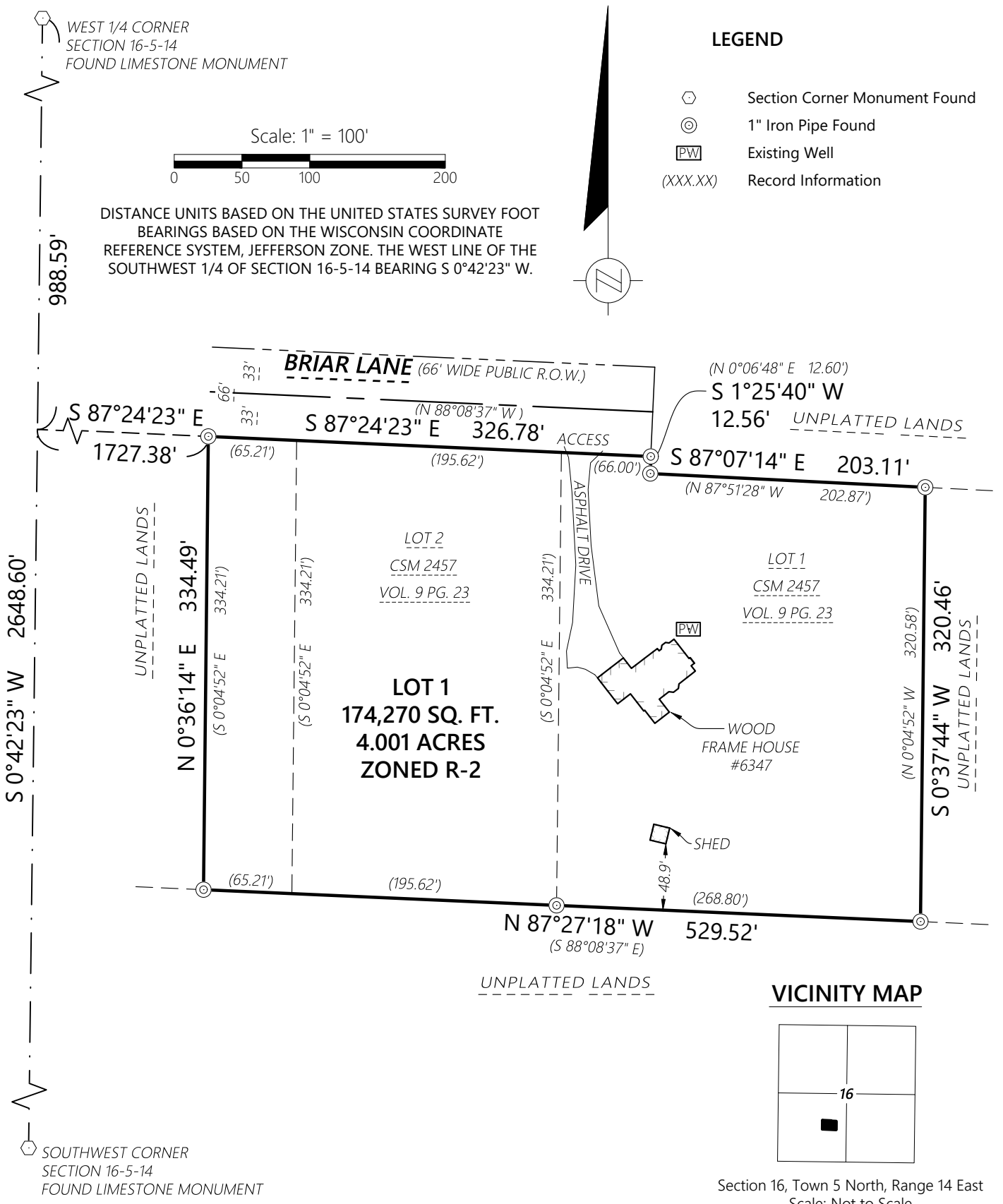
Staff and the Plan Commission recommend that the City Council approve the Extraterritorial Certified Survey Map for the property located at W6347 Briar Lane with the conditions noted in the Staff memo.

ATTACHMENTS

1. Komes CSM_Updated_1.6.25
2. Jefferson County Review_1.12.26
3. 35768 Submittal Letter City of Fort Atkinson
4. 35768 City of Fort Atkinson Application Signed_Redacted
5. Briar Lane CSM Plan Commission Memo

CERTIFIED SURVEY MAP

LOTS 1 AND 2 OF CERTIFIED MAP NO. 2457, RECORDED IN VOL. 9 OF CERTIFIED SURVEYS ON PAGE 23, AND UNPLATTED LANDS, LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T.5 N., R. 14 E., OF THE 4TH P.M. TOWN OF KOSHKONONG, JEFFERSON COUNTY, WISCONSIN.



ORDER NO: 35768 FIELD CREW: JLK DRAWN BY: JLK/JPL SHEET 1 OF 4	FOR THE EXCLUSIVE USE OF: Robert & Deborah Komes W6347 Briar Lane Fort Atkinson, WI. 53538	Batterman engineers surveyors planners BELOIT ELKHORN JANESVILLE 2857 S. Bartells Dr., Beloit, WI 53511 608.365.4464 www.rhbatterman.com	
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CERTIFIED SURVEY MAP

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SURVEYOR'S CERTIFICATE OF COMPLIANCE WITH STATUTE

State of Wisconsin } ss. I, Kristin J. Belongia, a Professional Land Surveyor, do hereby certify that I have
County of Rock surveyed and mapped Lots 1 and 2 of Certified Map No. 2457, recorded in Volume 9 of Certified Surveys on Page 23, and unplatted lands located in the Northeast 1/4 of the Southwest 1/4 of Section 16, T. 5 N., R. 14 E., of the 4th P.M., Town of Koshkonong, Jefferson County, Wisconsin.

DESCRIBED AS FOLLOWS: Commencing at a found limestone monument being the West one-quarter corner of said Section 16; thence South 00°42'23" West along the West line of said quarter section a distance of 988.59 feet;thence South 87°24'23" East a distance of 1,727.38 feet to a found 1" iron pipe, also being the Point of Beginning of the lands hereinafter described;

Thence South 87°24'23" East along the South right-of-way line of Briar Lane a distance of 326.78 feet to a found 1" iron pipe on the North line of Lot 1 of Certified Survey Map No. 2457, recorded in Volume 9 of Certified Surveys on Page 23; thence South 01°25'40" West along the North line of said Lot 1 a distance of 12.56 feet to a found 1" iron pipe; thence South 87°07'14" East along the North line of said Lot 1 a distance of 203.11 feet to a found 1" iron pipe; thence South 00°37'44" West along the East line of said Lot 1 a distance of 320.46 feet to a found 1" iron pipe being the Southeast corner thereof; thence North 87°27'18" West along the South line extended of said Lot 1 a distance of 529.52 feet to a found 1" iron pipe; thence North 00°36'14" East a distance of 334.49 feet to the Point of Beginning.

Containing 174,270 square feet (4.001 acres) of land, more or less.

Subject to any easements, agreements, covenants and restrictions, recorded or unrecorded.

That such map is a correct representation of all exterior boundaries of the land surveyed and the division of that land. That I have made such survey, division and map by the direction of the Owner(s) of said land, and that I have complied fully with the provisions of Section 236.34 of the Wisconsin Statutes in surveying, dividing and mapping the same.

Said lands are located within the extraterritorial plat approval jurisdiction of the City of Fort Atkinson.

Given under my hand and seal this 3rd day of December, 2025 at Beloit, Wisconsin.

Last day of field work November 5th, 2025.

ORDER NO: 35768

FIELD CREW: JLK
DRAWN BY: JLK/JPL
SHEET 2 OF 4

FOR THE EXCLUSIVE USE OF:
Robert & Deborah Komes
W6347 Briar Lane
Fort Atkinson, WI. 53538

Batterman
engineers surveyors planners
BELOIT | ELKHORN | JANESVILLE
2857 S. Bartells Dr., Beloit, WI 53511
608.365.4464 | www.rhbatterman.com



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OWNER'S CERTIFICATE

I, Robert H. Komes & Deborah A. Komes, Owners of the land described in the foregoing description, do hereby certify that I have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on the map. I also certify that this map is required to be submitted to the following for approval or objection: Town of Koshkonong.

WITNESS the hand and seal of said Owners, this _____ day of _____, 2026.

Robert H. Komes, Owner

Deborah A. Komes, Owner

State of Wisconsin } ss. Personally came before me, this _____ day of _____, 2026, the
County of Jefferson } above-named Robert H. Komes & Deborah A. Komes, to me known to be the
person who executed the foregoing certificate and acknowledged the same.

Notary Public, _____ County, Wisconsin
My Commission Expires _____

ORDER NO: 35768 FIELD CREW: JLK DRAWN BY: JLK/JPL SHEET 3 OF 4	FOR THE EXCLUSIVE USE OF: Robert & Deborah Komes W6347 Briar Lane Fort Atkinson, WI. 53538	Batterman engineers surveyors planners BELOIT ELKHORN JANESVILLE 2857 S. Bartells Dr., Beloit, WI 53511 608.365.4464 www.rhbatterman.com	
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Approved by the Town Board of the Town of Koshkonong, this ____ day of _____, 2026.

By: _____

Approved by the Planning Commission of the City of Fort Atkinson,
this ____ day of _____, 2026.

By: _____
Michelle Ebbert, *City Clerk*

Approved by the Jefferson County Zoning Committee, this ____ day of _____, 2026.

By: _____

REGISTER OF DEEDS CERTIFICATE: Received for record this ____ day of _____, 2026 at ____ o'clock __.M.
and recorded in Volume ____ of Certified Survey Maps of Jefferson County on Page _____.

By: _____
Staci Hoffman - Register of Deeds

ORDER NO: 35768 FIELD CREW: JLK DRAWN BY: JLK/JPL SHEET 4 OF 4	FOR THE EXCLUSIVE USE OF: Robert & Deborah Komes W6347 Briar Lane Fort Atkinson, WI. 53538	Batterman engineers surveyors planners BELOIT ELKHORN JANESVILLE 2857 S. Bartells Dr., Beloit, WI 53511 608.365.4464 www.rhbatterman.com	
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JEFFERSON COUNTY
PLANNING AND DEVELOPMENT DEPARTMENT
ZONING DIVISION

Room C1040
311 S Center Ave
Jefferson, WI 53549

zoning@jeffersoncountywi.gov
Phone: 920-674-7130
Fax 920-674-7525

DATE: January 12, 2026

TO: RH Batterman

FROM: Matt Zangl, Director of Planning and Zoning

RE: Komes Preliminary CSM Review

gvr 1/12/26

The County Surveyor and I have reviewed the preliminary CSM prepared for Robert & Deborah Komes, job no. 35768, and have the following comments:

- List the current zoning which is R2.

JEFFERSON COUNTY

PRELIMINARY REVIEW FOR CERTIFIED SURVEY

A division of land located in the NE 1/4, SW 1/4 of Section 16, Town 5 N, Range 14 E, Town of Koshkomong, Jefferson County, Wisconsin, on Parcel Number(s) 016-0514-1631-017 & 016-0514-1631-018

Owner: Robert & Deborah Komes

Address: W6347 Briar Lane

City, ST Zip: Fort Atkinson, WI 53538

Phone: 414-573-6087

Surveyor: Kristin J. Belongia

Address: 2857 S. Bartells Dr.

City, ST Zip: Beloit, WI 53511

Phone: 608-365-4464

- ☐ Rezoning
- ☐ Allowed Division within an Existing Zoning District
- ☒ Survey of Existing Parcel

Intent and Description of Parcel to be Divided: Lot combination of Lots 1 & 2 CSM 2457 and adjoining unplatted lands.

Date Submitted: 12/17/2025

Revised: _____

Note to be placed on final CSM

Petition # _____ Zoning _____

Check for subsequent zoning changes with Jefferson County Planning and Zoning Department.

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

- Existing buildings, watercourses, drainage ditches and other features pertinent to the proper division.
- Location of access to a public road, approved by the agency having jurisdiction over the road.
- All lands reserved for future public acquisition.
- Date of the map
- Graphic Scale

1 comment, hold existing zoning R2

Town Board Approval _____ in file _____ Date _____

(includes Access approval if applicable)

County Highway Approval _____ Date _____

(if applicable)

Extraterritorial Approval _____ Date _____

(if applicable)

County Surveyor Approval _____ Date 12-17-25

Zoning Office Approval _____ Date 1/12/24

JEFFERSON COUNTY

PRELIMINARY REVIEW FOR CERTIFIED SURVEY

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Town of Koshkonong, Jefferson County, Wisconsin, on Parcel Number(s) 016-0514-1631-017 &
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Petition # _____ Zoning _____

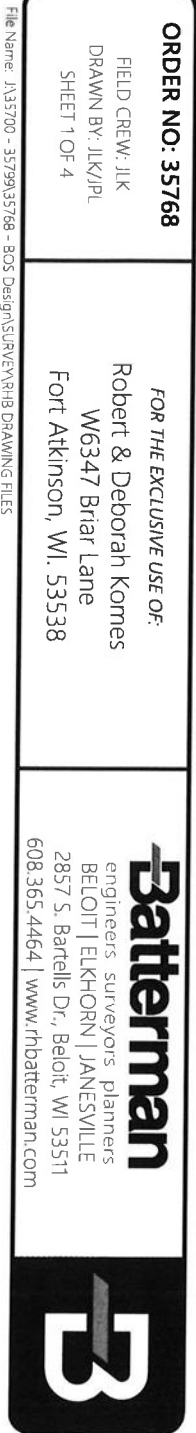
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- Location of access to a public road, approved by the
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- Date of the map
- Graphic Scale

Town Board Approval Kim Cheney Date 1-7-26
(includes Access approval if applicable)
County Highway Approval _____ Date _____
(if applicable)
Extrateritorial Approval _____ Date _____
(if applicable)
County Surveyor Approval _____ Date _____
Zoning Office Approval _____ Date _____

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SURVEYOR'S CERTIFICATE OF COMPLIANCE WITH STATUTE

State of Wisconsin }
County of Rock } ss. I, Kristin J. Belongia, a Professional Land Surveyor, do hereby certify that I have surveyed and mapped Lots 1 and 2 of Certified Map No. 2457, recorded in Volume 9 of Certified Surveys on Page 23, and unplatted lands located in the Northeast 1/4 of the Southwest 1/4 of Section 16, T. 5 N., R. 14 E., of the 4th P.M., Town of Koshkonong, Jefferson County, Wisconsin.

DESCRIBED AS FOLLOWS: Commencing at a found limestone monument being the West one-quarter corner of said Section 16; thence South 00°42'23" West along the West line of said quarter section a distance of 988.59 feet;thence South 87°24'23" East a distance of 1,727.38 feet to a found 1" iron pipe, also being the Point of Beginning of the lands hereinafter described;

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Containing 174,270 square feet (4.001 acres) of land, more or less.

Subject to any easements, agreements, covenants and restrictions, recorded or unrecorded.

That such map is a correct representation of all exterior boundaries of the land surveyed and the division of that land. That I have made such survey, division and map by the direction of the Owner(s) of said land, and that I have compiled fully with the provisions of Section 236.34 of the Wisconsin Statutes in surveying, dividing and mapping the same.

Said lands are located within the extraterritorial plat approval jurisdiction of the City of Fort Atkinson.

Given under my hand and seal this 3rd day of December, 2025 at Beloit, Wisconsin.

Last day of field work November 5th, 2025.

ORDER NO: 35768

FIELD CREW: JLK
DRAWN BY: JLK/PL
SHEET 2 OF 4

FOR THE EXCLUSIVE USE OF:

Robert & Deborah Komes
W6347 Briar Lane
Fort Atkinson, WI. 53538

 **Batterman**
engineers surveyors planners
BELOIT | ELKHORN | JANESVILLE
2857 S. Bartells Dr., Beloit, WI 53511
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File Name: J35700 - 35799J35768 - BCS DesignSURVEYRHB DRAWING FILES

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OWNER'S CERTIFICATE

I, Robert H. Komes & Deborah A. Komes, Owners of the land described in the foregoing description, do hereby certify that I have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on the map. I also certify that this map is required to be submitted to the following for approval or objection: Town of Koshkonong.

WITNESS the hand and seal of said Owners, this _____ day of _____, 2026.

Robert H. Komes, Owner

Deborah A. Komes, Owner

State of Wisconsin
County of Jefferson

} ss. Personally came before me, this _____ day of _____, 2026, the above-named Robert H. Komes & Deborah A. Komes, to me known to be the person who executed the foregoing certificate and acknowledged the same.

Notary Public, _____ County, Wisconsin

My Commission Expires _____

ORDER NO: 35768

FIELD CREW: JLK
DRAWN BY: JLK/JPL
SHEET 3 OF 4

FOR THE EXCLUSIVE USE OF:

Robert & Deborah Komes
W6347 Briar Lane
Fort Atkinson, WI, 53538

engineers, surveyors, planners
BELOIT | ELKHORN | JANESVILLE
2857 S. Bartells Dr., Beloit, WI 53511
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Approved by the Town Board of the Town of Koshkonong, this ____ day of _____, 2026.

By: _____

Approved by the Planning Commission of the City of Fort Atkinson, this ____ day of _____, 2026.

By: _____

Michelle Ebbert, City Clerk

Approved by the Jefferson County Zoning Committee, this ____ day of _____, 2026.

By: _____

REGISTER OF DEEDS CERTIFICATE: Received for record this ____ day of _____, 2026 at ____ o'clock __M. and recorded in Volume ____ of Certified Survey Maps of Jefferson County on Page _____.

By: _____

Staci Hoffman - Register of Deeds

ORDER NO: 35768

FIELD CREW: JLK
DRAWN BY: JLK/PL
SHEET 4 OF 4

FOR THE EXCLUSIVE USE OF:

Robert & Deborah Komes
W6347 Briar Lane
Fort Atkinson, WI, 53538

Batterman

engineers surveyors planners
BELoit | ELKHORN | JANEsville
2857 S. Bartells Dr., Beloit, WI 53511
608.365.4464 | www.rhbatterman.com

File Name: J153700 - 3579935768 - BOS DesignSURVEYMRHB DRAWING FILES

Page 77 of 95

December 15th, 2025

City of Fort Atkinson City Hall
City Manager – Rebecca Houseman
101 N. Main Street
Fort Atkinson, WI 53538
(920) 397-9901

Re: Land Combination (Certified Survey Map)
RHB Project #35768

Dear Rebecca Houseman:

Attached please find an application for a Land Combination for a 1-Lot Certified Survey Map to be reviewed at your January 14th, 2026 Plan Commission meeting and subsequent City Council meeting.

Our client, Robert H. Komes currently owns Parcel(s) 016-0514-1631-017 & 016-0514-1631-018. The purpose of this land division is to combine two existing lots into one lot.

Concurrently, the same application will also be submitted to Jefferson County Planning and Development.

If you have any questions or need any additional information, please let us know. My e-mail address is kbelongia@rhbatterman.com and office phone number is (608) 365-4464. Thank you in advance.

R. H. BATTERMAN & CO., INC.
Engineers - Surveyors – Planners

Kristin J. Belongia, P.L.S.

Kristin J Belongia



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

City of Fort Atkinson Certified Survey Map Application

This form is designed to be used by the Applicant as a guide to submitting a complete application for review of a Certified Survey Map by the City to process the application.

Applicant Name: [REDACTED] (if applicable): Kristin J. Belongia (RH Batterman)

Phone number: [REDACTED] Email: [REDACTED]

OWNER Name, company, and client (if applicable): Robert & Deborah Komes
W6347 Briar Lane, Fort Atkinson, WI 53538

Phone number: [REDACTED] Email: [REDACTED]

Postal address for proposed CSM: W6347 Briar Lane, Fort Atkinson, WI 53538

Parcel Identification Numbers Involved: 016-0514-1631-017 & 016-0514-1631-018

Brief description of proposed division or combination and purpose: Combine existing parcels.

I Application Packet Requirements

The Applicant shall submit one electronic copy of the application.

- ☒ A map of the subject property to scale depicting:
 - ☒ All lands and boundaries for the parcel(s)
 - ☒ Current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control.
 - ☒ All lot dimensions of the subject property.
 - ☒ A graphic scale and a north arrow.
- ☒ Legal Description
- ☒ All easements, setbacks or land restrictions on the parcel(s)



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

■ **Process Checklist**

- | | |
|--|-------------|
| ☐ Application fee of \$100 plus \$10 per additional lot received by City Treasurer
(Maximum \$500) | Date: _____ |
| ☐ Receipt of complete application packet by Zoning Administrator | Date: _____ |
| ☐ City Staff Review | Date: _____ |
| ☐ Plan Commission Public Hearing, review and recommendation | Date: _____ |
| ☐ City Council review and action | Date: _____ |

Dated this 16th day of December, 20 25

Respectfully submitted,

Kristin J. Behrman
(Signature of Applicant)



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

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

DATE: January 27, 2026

PROPERTY ADDRESS: W6347 Briar Lane

PARCEL NUMBER: 016-0514-1631-017 & 016-0514-1631-018

OWNER: Robert Komes

APPLICANT: Kristin Belongia

FILE NUMBER: CSM-2026-01

EXISTING ZONING: R2 (Jefferson County Zoning)

PROPOSED ZONING: R2 (Jefferson County Zoning)

EXISTING LAND USE: Residential

REQUESTED USES: Combine existing parcels

BACKGROUND

The applicant is requesting approval to combine two existing parcels. The subject property is located in the Town of Koshkonong but within the City of Fort Atkinson's three-mile extraterritorial jurisdiction and within the 1.5-mile review area that requires a recommendation from the Plan Commission and final approval by the City Council. The zoning designation of the subject property will remain R-2 under Jefferson County Zoning following the land combination.

REQUEST OVERVIEW

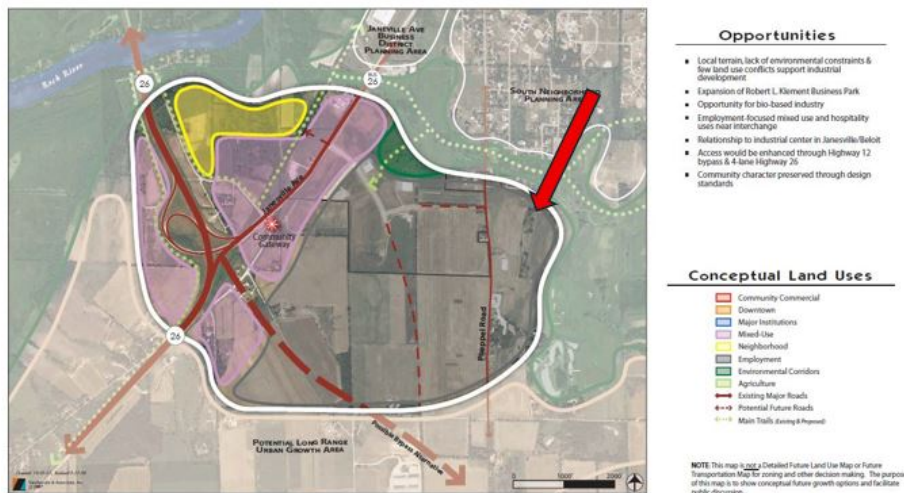
[COMPREHENSIVE LAND USE PLAN \(2023-Update\):](#)

The [Future Land Use](#) map indicates this area as Single Family Residential - Exurban which is defined as a future land use category intended to accommodate single-family detached residential development served by individual on-site wastewater treatment systems at a density of 1 home per acre or larger.

SOUTHWEST ECONOMIC OPPORTUNITY DISTRICT PLANNING AREA

FIGURE: 2.21

CITY OF FORT ATKINSON
FUTURES OPEN HOUSE



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

CITY OFFICIAL MAP (2022): The City's Official Map does not include any improvements on the subject parcel.

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

DISCUSSION

The subject parcel is located outside the City's designated Long-Range Urban Growth Area. The applicant, Robert Komes, is requesting approval to combine two existing parcels. Staff does not anticipate that the proposed land combination will have any adverse impact on the City's long-range growth or planning objectives. City staff has identified a few minor revisions that must be addressed on the final Certified Survey Map (CSM) prior to execution and recording.

Per Ch. 236, Wis. Stats. and Ch. A-E7, Wis. Admin Code:

s. 236.34(1m)(a) **Each Sheet of the Final CSM must be signed, sealed and dated by the Professional Land Surveyor.**

Per Ch. 70 City of Fort Atkinson Land Division and Development Ordinance:

s. 70.06.03 (5) Surveyor's Certificate: **Add the statement that the surveyor has also complied with the provisions of the City of Fort Atkinson and Town of Koshkonong Land Division Ordinances.**

s. 70.06.01(2)(c) Existing and proposed easements. True relationship between the boundary of

property and pedestrian and recreational ways, existing roads, and highways upon which they may border. Identify all recording information. **Show all existing easements, if any.**

s. 70.06.01(2)(g) Setback Lines; All structures are existing and no new structure is proposed. **Staff recommend waiving this requirement**

Staff finds that the proposed Certified Survey Map generally complies with the requirements of the City's Land Division and Development Ordinance, subject to correction of the items identified.

RECOMMENDATION

Staff recommends that the Plan Commission recommend the City Council approve the Extraterritorial Certified Survey Map for the property located at W6347 Briar Lane with the corrections noted in the Staff memo.

ATTACHMENTS

1. Komes CSM_Updated_1.6.25
2. Jefferson County Review_1.12.26
3. 35768 Submittal Letter City of Fort Atkinson
4. 35768 City of Fort Atkinson Application Signed_Redacted



MEMORANDUM

DATE: February 3, 2026

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Director of Neighborhood and Building Services

RE: Review and possible action relating to an Extraterritorial Certified Survey Map for the property located at N1873 US Hwy 12 in the Town of Koshkonong (Draeger, Director of Neighborhood and Building Services)

BACKGROUND

The property owner is proposing to divide an approximately 1.4-acre parcel containing an existing residence and outbuildings from a larger 7-acre parcel for the purpose of sale. The subject property is located in the Town of Koshkonong and within the City of Fort Atkinson's three-mile extraterritorial jurisdiction and within the 1.5-mile review area that requires a recommendation from the Plan Commission and final approval by the City Council. The zoning designation of the subject property is R-2 and will remain unchanged as part of the proposed land division.

DISCUSSION

The Future Land Use map indicates this area is in the Whitewater Ave. Corridor Planning Area. Defined as opportunities for improved development of character, mixed use in response to future redesign of Highway 12, focused commercial at intersections, access control and consolidation and as a community gateway at Hackbarth Road.

City staff find that the proposed Certified Survey Map for the parcel zoned R2 is consistent with the goals of the Comprehensive Plan.

City Staff also recognized two minor map adjustments that should be addressed.

s. 70.06.01(2)(c) Existing and proposed easements. True relationship between the boundary of property and pedestrian and recreational ways, existing roads, and highways upon which they may border. Identify all recording information. Show all existing easements, if any.

s. 70.06.01(2)(g) Setback Lines; Staff recommend waiving this requirement until such time that development of the site is proposed.

Staff finds that the proposed Certified Survey Map generally complies with the requirements of

the City's Land Division and Development Ordinance, subject to correction of the items identified. At its January 27, 2026 meeting, the Plan Commission recommended City Council approval of the extraterritorial Certified Survey Map, subject to the conditions noted in the staff memo.

FINANCIAL ANALYSIS

The proposed Certified Survey Map creates a developable parcel that could be annexed into the City and zoned for residential use in the future. The existing parcel is subject to a deferred special assessment that becomes due at the time of annexation. This assessment was established in conjunction with the installation of City water and sanitary sewer infrastructure along Whitewater Avenue, which was constructed to serve the Highland Heights Subdivision. The assessment is calculated based on linear street frontage along Whitewater Avenue.

Proposed Lot 1 encompasses the entirety of the existing street frontage along Whitewater Avenue. As a result, upon annexation, the full amount of the deferred special assessment will transfer to and be the responsibility of the newly created parcel. The total street frontage for the existing parcel and proposed Lot 1 is 306.55 linear feet.

Based on this frontage, the sanitary sewer assessment is \$64.00 per linear foot, for a total of \$19,619.20, payable to the City at the time of annexation. The water service assessment is \$59.36 per linear foot, for a total of \$18,196.81, payable to J & J Enterprises at the time of annexation.

In addition to the deferred special assessment revenue, annexation and future residential development of the parcel would expand the City's tax base and increase demand for municipal services in a manner consistent with the City's Comprehensive Plan.

RECOMMENDATION

Staff and the Plan Commission recommend the City Council approve the Extraterritorial Certified Survey Map for the property located at N1873 US Hwy 12 with the corrections noted in the Plan Commission memo.

ATTACHMENTS

1. Application_Redacted
2. Jones CSM_Revised_1.19.26
3. Jones CSM Plan Commission Memo
4. Jefferson County Preliminary CSM



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

City of Fort Atkinson Certified Survey Map Application

This form is designed to be used by the Applicant as a guide to submitting a complete application for review of a Certified Survey Map by the City to process the application.

APPLICANT Name, company, and client (if applicable): DAVID BIESOP

WISCONSIN MAPPING LLC

Phone number: [REDACTED] Email: [REDACTED]

OWNER Name, company, and client (if applicable): Joseph Jones

Phone number: [REDACTED] Email: [REDACTED]

Postal address for proposed CSM: N 1873 US# 12

Parcel Identification Numbers Involved: 016-0514-1031-003

Brief description of proposed division or combination and purpose: Intent is to divide a 1.4 acre parcel containing home and outbuildings from a 7 acre parcel. Parcel is in the Town of Koshkonong and is zoned R-2

I Application Packet Requirements

The Applicant shall submit one electronic copy of the application.

- ☒ A map of the subject property to scale depicting:
 - ☒ All lands and boundaries for the parcel(s)
 - ☒ Current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control.
 - ☒ All lot dimensions of the subject property.
 - ☒ A graphic scale and a north arrow.
- ☒ Legal Description
- ☒ All easements, setbacks or land restrictions on the parcel(s)

Certified Survey Map Review

Page 1 of 2



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

II Process Checklist

- | | |
|--|-------------|
| ☐ Application fee of \$100 plus \$10 per additional lot received by City Treasurer
(Maximum \$500) | Date: _____ |
| ☐ Receipt of complete application packet by Zoning Administrator | Date: _____ |
| ☐ City Staff Review | Date: _____ |
| ☐ Plan Commission Public Hearing, review and recommendation | Date: _____ |
| ☐ City Council review and action | Date: _____ |

Dated this 28 day of December, 20 25

Respectfully submitted,

 for Joseph Jones
(Signature of Applicant)

Certified Survey Map

PART OF THE NE 1/4 OF THE SW 1/4 & THE NW 1/4 OF THE SW 1/4 OF SECTION 10, T.5N., R.14E., TOWN OF KOSHKONONG, JEFFERSON COUNTY, WISCONSIN.

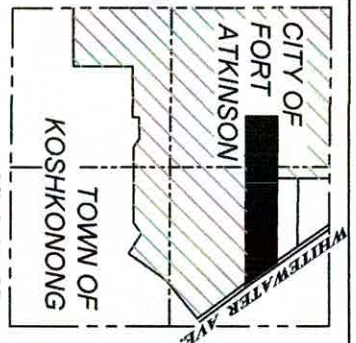
Scale 1" = 160'

Legend:

- = 1-1/4" dia. iron rod found unless otherwise noted
- = 3/4" dia. iron rod found
- = 3/4" X 18" rebar set 1.5lbs. per Lineal Foot
- ⊙ = Septic lid
- ⊙ = Septic vent
- = City limit boundary
- == = Dedicated for Road
- Purposes
- T = SPK. found in tree
- Parenteses indicate recorded as values.
- Lot dimensions are ground distances

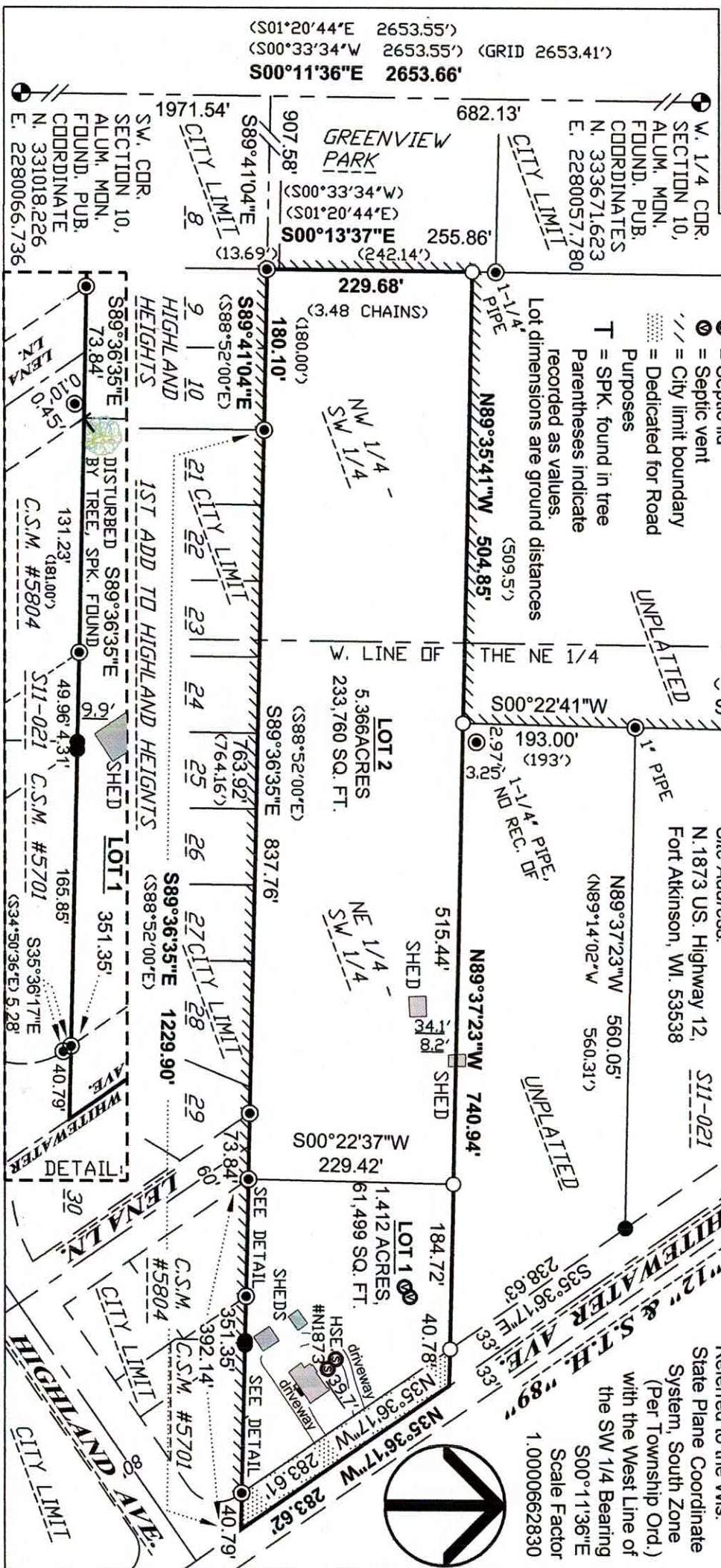
Prepared for:

Joseph F. Jones Trust & Barbara J. Jones Trust, N.1895 US. Highway 12, Fort Atkinson, WI. 53538
Site Address: N.1873 US. Highway 12, Fort Atkinson, WI. 53538



Vicinity Map
SW 1/4, Sec. 10-5-4
Scale 1" = 2000'

Referred to the Wis. State Plane Coordinate System, South Zone (Per Township Ord.) with the West Line of the SW 1/4 Bearing S00°11'36"E Scale Factor 1.0000662830



Wisconsin Mapping, LLC

* surveying and mapping services
306 West Quarry Street, Deerfield, Wisconsin 53531
(608) 764-5602

Dwg. No. 6481-25 Date 11/24/2025
Sheet 1 of 2 rev. State Plane, 1/20/26
Document No. _____
C. S. M. No. _____ V. _____ P. _____

Certified Survey Map

PART OF THE NE 1/4 OF THE SW 1/4 & THE NW 1/4 OF THE SW 1/4 OF SECTION 10, T.5N., R.14E., TOWN OF KOSHKONONG, JEFFERSON COUNTY, WISCONSIN.

Owner's Certificate
As owner I hereby certify that I have caused the land described on this certified survey to be surveyed, divided, and mapped and dedicated as represented on this certified survey map.
Joseph F. Jones Trust and/or Barbara J. Jones Revocable trust by ;

STATE OF WISCONSIN)
COUNTY OF JEFFERSON)ss.
Joseph F. Jones, Trustee
Barbara J. Jones, Trustee

Personally came before me this ___ day of ___, 20___, the above named owners to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Jefferson County, Wisconsin
my commission expires, _____.

Surveyor's Certificate
I hereby certify that in full compliance with the provisions of Chapter 236.34 of the Wisconsin Statutes and the subdivision regulations of the Town of Koshkonong, the City of Fort Atkinson, and the County of Jefferson, and by the direction of Joseph F, Jones, I have surveyed, divided and mapped the lands described hereon, and that such map correctly represents the exterior boundaries of the lands surveyed and its subdivision thereof, and that this land is located within and more fully described to wit:

Part of the NE 1/4 of the SW 1/4 & the NW 1/4 of the SW 1/4 of Section 10, T.5N., R.14E., Town of Koshkonong, Jefferson County, Wisconsin, described as follows:

Commencing at the W 1/4 corner of Section 10; thence S00°11'36"E along the West line of the SW 1/4, 682.13 feet; thence S89°41'04"E, 907.58 feet to the Northwest corner of Lot 9 of the plat of Highland Heights and the point of beginning; thence continue S89°41'04"E, 180.10 feet to the Northwest corner of First Addition to Highland Heights; thence S89°36'35"E along the North line of said plat and the North lines of Certified Survey Maps 5804 and 5701, 1229.90 feet to the centerline of Whitewater Avenue; thence N35°36'17"W along said centerline, 283.62 feet; thence N89°37'23"W, 740.94 feet; thence N89°35'41"W, 504.85 feet to the East line of the plat of Greenview Park; thence S00°13'37"E, 229.68 feet to the point of beginning. The above described containing 6.993 acres or 304,614 square feet, being subject to the dedication of Whitewater Avenue as mapped hereon.

David C. Riesop S-1551

Township Approval
I hereby certify that this Certified Survey Map was approved by the Town Board of the Town of Koshkonong on ___, 20___, and the public highway dedication as designated hereon is hereby acknowledged and accepted by the Town of Koshkonong.

Town Chairman

City Manager Resolution
Resolved that this Certified Survey Map, Joseph F. Jones Trust and Barbara J. Jones Trust as owner was approved for recording by City Plan Commission and Common Council action.

City Manager Dated this ___ day of ___, 20___.

County Approval
Approved for recording per Jefferson County Planning and Zoning Committee.

Matt Zangl, Authorized Representative



Table with 2 columns: Surveyor Information and Document Details. Row 1: Wisconsin Mapping, LLC (surveying and mapping services, 306 West Quarry Street, Deerfield, Wisconsin 53531, (608) 764-5602) | Dwg. No. 6481-25, Date 11/24/2025, Sheet 2 of 2, rev. 1/20/26, Document No., C. S. M. No., V., P.

JEFFERSON COUNTY

PRELIMINARY REVIEW FOR CERTIFIED SURVEY

A division of land located in the NE 1/4, SW 1/4, of Section 10, Town 05N, Range 14 E,
Town of KOSHKONONG, Jefferson County, Wisconsin, on parcel Number(s) 016-0514-1031-003

Owner: JOSEPH F JONES TRUST
Address: N1895 US HIGHWAY 12
City, ST Zip: FORT ATKINSON, WI. 53538
Phone: 920-988-7291

Surveyor: Wisconsin Mapping
Address: 306 West Quarry Street
City, Zip: Deerfield, WI 53531
Phone: 608-764-5602

- ☐ Rezoning
- ☒ Allowed Division within an Existing Zoning District
- ☐ Survey of Existing Parcel

Date Submitted: _____
Revised: _____

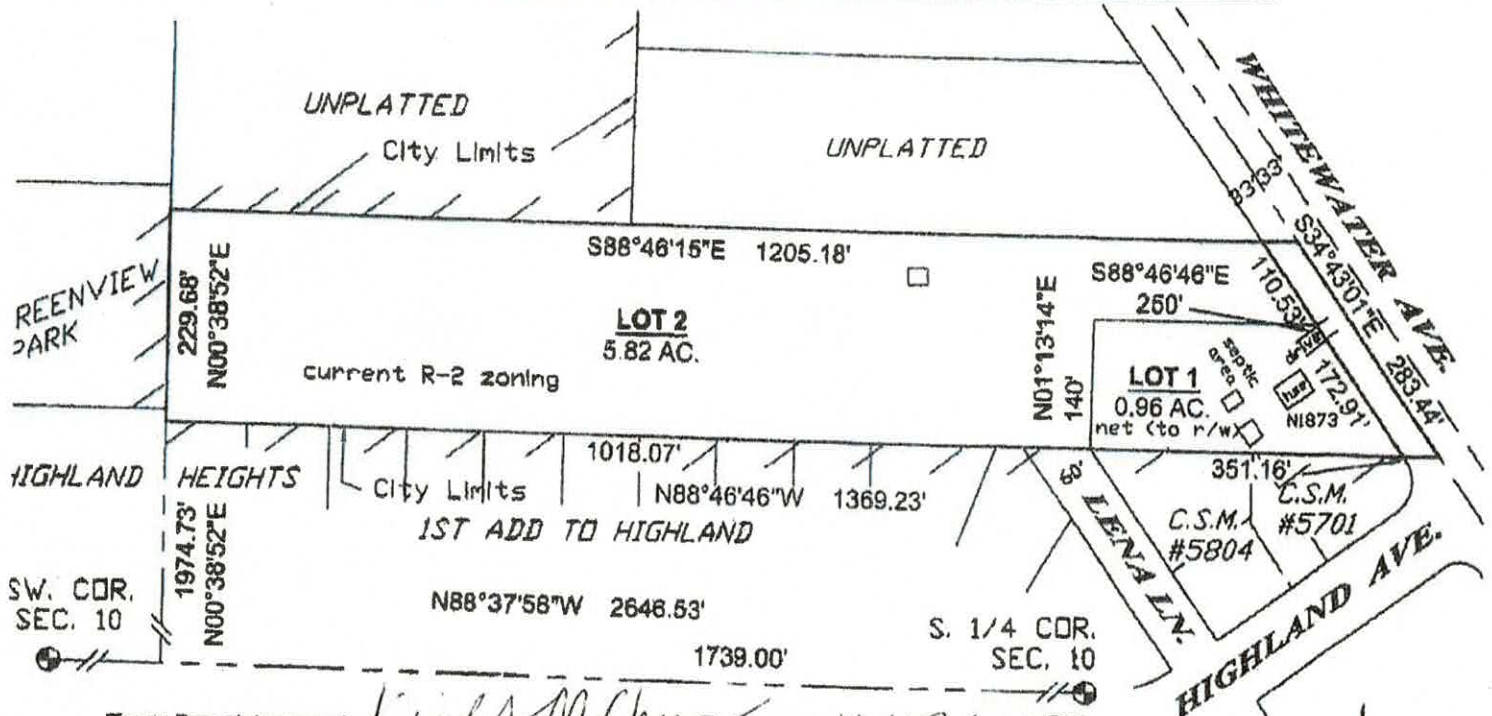
Note to Be Placed on Final CSM:

Petition # _____ Zoning _____
Check for subsequent zoning changes with
Jefferson County Planning and Zoning Department

In addition to the info required by Section 238.34 of State
Statutes, Sec. 15(f) of the Jefferson County Land
Division/Subdivision Ordinance requires that the following be
shown:

- Existing buildings, watercourses, drainage ditches and
other features pertinent to the proper division.
- Location of access to a public road, approved by the
agency having jurisdiction over the road.
- All lands reserved for future public acquisition.
- Date of the map
- Graphic Scale

Intent and Description of Parcel to be Divided Intent is to divide home and out building area
from main parcel, for sale



Town Board Approval Lindsey M. Chung Date 11/18/2025
(Includes Access approval if applicable)
County Highway Approval Patricia Doherty Date _____
(if applicable)
Extraterritorial Approval check w/ city Date _____
(if applicable)
County Surveyor Approval Chris Lott Date 11-19-25
Zoning Office Approval Mr. Z Date 11/20/25



Please submit four copies to Jefferson County Planning & Zoning, 311 SA, Center Ave., Room 201, Jefferson, WI 53549

Scale : 1"=200'



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

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

DATE: January 27, 2026
PROPERTY ADDRESS: N1873 US Hwy 12
PARCEL NUMBER: 016-0514-1031-003
OWNER: Joseph Jones
APPLICANT: Wisconsin Mapping

FILE NUMBER: CSM-2026-02
EXISTING ZONING: R2 (Jefferson County Zoning)
PROPOSED ZONING: R2 (Jefferson County Zoning)
EXISTING LAND USE: Residential
REQUESTED USES: Divide a 1.4-acre parcel

BACKGROUND

The property owner is proposing to divide an approximately 1.4-acre parcel containing an existing residence and outbuildings from a larger 7-acre parcel for the purpose of sale. The subject property is located in the Town of Koshkonong and within the City of Fort Atkinson's three-mile extraterritorial jurisdiction and within the 1.5-mile review area that requires a recommendation from the Plan Commission and final approval by the City Council. The zoning designation of the subject property is R-2 and will remain unchanged as part of the proposed land division.

REQUEST OVERVIEW

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

The [Future Land Use](#) map indicates this area is in the Whitewater Ave. Corridor Planning Area. Defined as opportunities for improved development of character, mixed use in response to future redesign of Highway 12, focused commercial at intersections, access control and consolidation and as a community gateway at Hackbarth Road.

WHITEWATER AVENUE CORRIDOR PLANNING AREA

FIGURE: 2.20
CITY OF FORT ATKINSON
FUTURES OPEN HOUSE



City staff find that the proposed Certified Survey Map for the parcel zoned R2 is consistent with the goals of the Comprehensive Plan.

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

DISCUSSION

Joseph Jones is requesting approval to divide an approximately 1.4-acre parcel containing an existing residence and outbuildings from a larger 7-acre parcel for the purpose of sale. Staff does not anticipate that the proposed land division will negatively impact the City's long-range growth plans.

Staff notes that the existing parcel is subject to a deferred special assessment that becomes due at the time of annexation. The special assessment was established in conjunction with the installation of City water and sanitary sewer along Whitewater Avenue, which was constructed to serve the Highland Heights Subdivision. The assessment amount is calculated based on the linear frontage along Whitewater Avenue.

The proposed Lot 1 will encompass the entire existing street frontage along Whitewater Avenue. As a result, the full amount of the deferred special assessment will transfer to and be borne by the newly created parcel at the time of annexation. The total street frontage for the existing parcel and proposed Lot 1 is 306.55 linear feet. The sanitary sewer assessment is \$64.00 per linear foot, totaling \$19,619.20, payable to the City upon annexation. The water service assessment is \$59.36 per linear foot, totaling \$18,196.81, payable to J & J Enterprises upon annexation.

City staff has communicated the existence and implications of the deferred special assessment to the current property owners, the project surveyor, and Jefferson County Zoning, with the intent that prospective purchasers of the proposed Lot 1 are fully informed. At this time, the City does not have a mechanism to require additional recording or documentation of the deferred special assessment beyond this disclosure.

City Staff also recognized two minor map adjustments that should be addressed.

s. 70.06.01(2)(c) Existing and proposed easements. True relationship between the boundary of property and pedestrian and recreational ways, existing roads, and highways upon which they may border. Identify all recording information. **Show all existing easements, if any.**

s. 70.06.01(2)(g) Setback Lines; **Staff recommend waiving this requirement until such time that development of the site is proposed.**

Staff finds that the proposed Certified Survey Map generally complies with the requirements of the City's Land Division and Development Ordinance, subject to correction of the items identified.

RECOMMENDATION

Staff recommends that the Plan Commission recommend the City Council approve the Extraterritorial Certified Survey Map for the property located at W6347 Briar Lane with the corrections noted in the Staff memo.

ATTACHMENTS

1. Application_Redacted
2. Jefferson County Preliminary CSM
3. Jones CSM_Revised_1.19.26

JEFFERSON COUNTY PRELIMINARY REVIEW FOR CERTIFIED SURVEY

A division of land located in the NE 1/4, SW 1/4, of Section 10, Town 05 N, Range 14 E,
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Surveyor: Wisconsin Mapping
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Phone: 608-764-6602

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- ☒ Allowed Division within an Existing Zoning District
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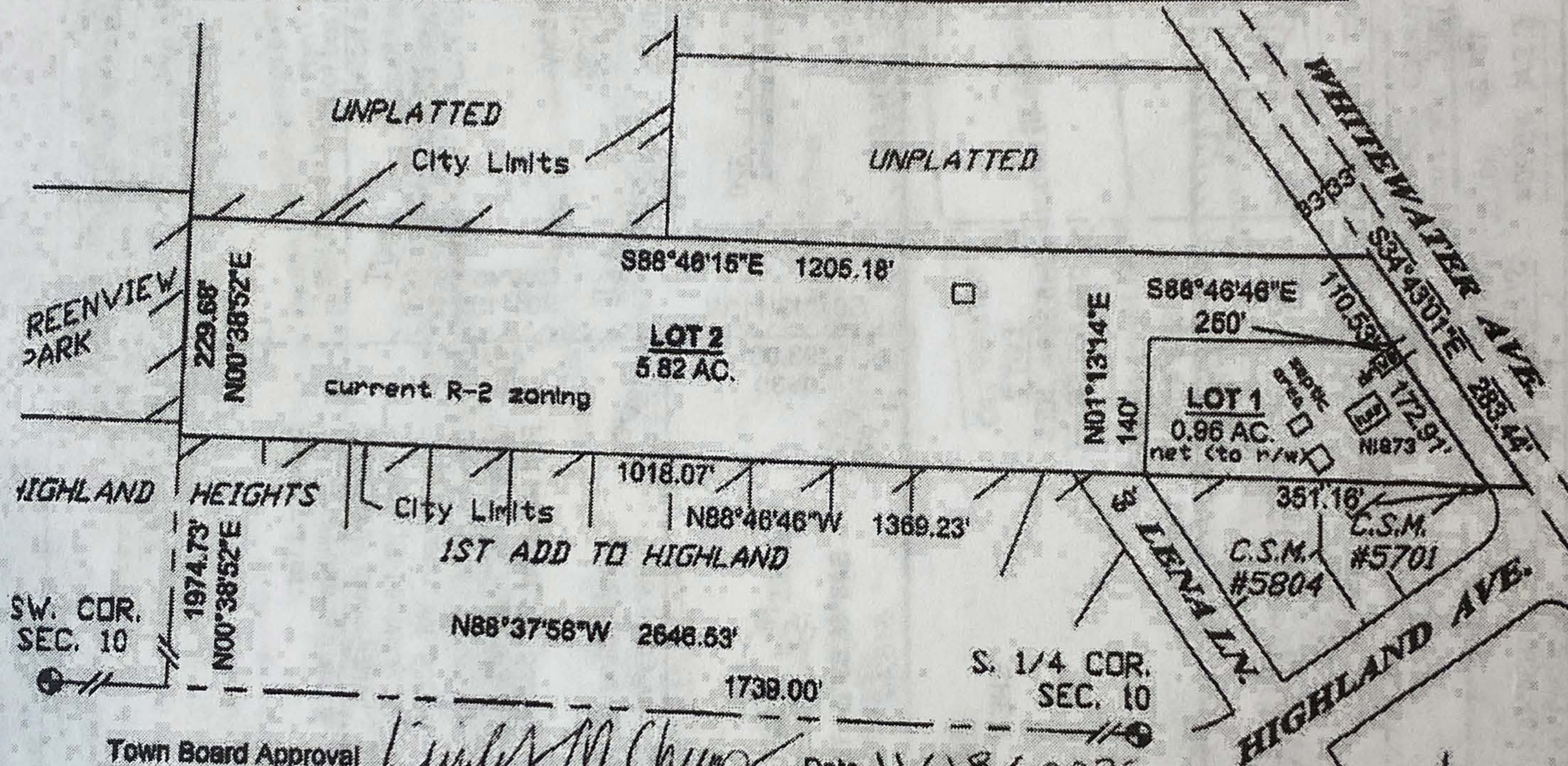
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(Includes Access approval if applicable)
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County Surveyor Approval Don Hall Date 11-19-25
Zoning Office Approval Mr. Z Date 11/20/25

Please submit four copies to Jefferson County Planning & Zoning, 311 SA, Center Ave., Room 201, Jefferson, WI 53409

Scale: 1"=200'

