



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 17, 2026 – 7:00 PM
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/5997866403?pwd=alcreldSbGpNUVI1VnR1RWF5bXovdz09&omn=85105919995>

Meeting ID: 599 786 6403

Passcode: 53538

Dial by Location

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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 February 3, 2026, City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - b. Review and possible action relating to the **minutes of the February 10, 2026, Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - c. Review and possible action relating to **building, plumbing, and electrical permit report for January 2026** (Draeger, Building Inspector/Zoning Administrator)
 - d. Review and possible action relating to the City Clerk-issued **License and Permit Report for February** (Ebbert, Clerk/Treasurer/Finance Director)
 - e. Review and possible action relating to **City Sewer, Water, and Stormwater Utility Financial Statements** as of January 31, 2026 (Ebbert, Clerk/Treasurer/Finance Director)

Director)

- f. Review and possible action on a **Special Event: American Legion Memorial Day Parade** on May 25, 2026, from 10:30 am - 12:00 pm, beginning at American Legion and ending at Evergreen Cemetery (Ebbert, Clerk/Treasurer/Finance Director)

5. Public Hearings

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

7. Petitions, Requests, and Communications

- a. Presentation relating to the **Fort Atkinson Critical Home Repair Program** proposal (Melissa Songco, CEO, and Elaina Rodriguez, Project Manager, Habitat For Humanity of Waukesha, Jefferson, and Rock Counties)
- b. Support Person of the Year Recognition-Mindy Fry (Bump, Police Chief)

8. Resolutions and Ordinances

- a. Review and possible action on a Resolution allocating funds from the City's Affordable Housing Fund to Habitat for Humanity of Waukesha, Jefferson, and Rock Counties for the **Fort Atkinson Critical Repair Program** (Houseman, City Manager)
- b. First reading of an Ordinance to repeal and recreate Article III of Chapter 86 of the City of Fort Atkinson Code of General Ordinances relating to **Recycling** (Navin, Director of Public Works)
- c. First reading of an Ordinance to repeal Section 95-160 of the City of Fort Atkinson Municipal Code relating to sunset and reporting requirements of the **ATV/UTV Ordinance** (Houseman, City Manager)

9. Reports of Officers, Boards, and Committees

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

10. Unfinished Business

- a. Review and possible action relating to a Memorandum of Understanding between the City of Fort Atkinson and Alexander Dogaru of TAP LLC relating to rental payments in support of the **Boost Fort Atkinson** program (Houseman, City Manager)

11. New Business

- a. Review and possible action relating to a contract for the design work associated with the re-stripping of **Janesville Avenue** (Navin, Director of Public Works)
- b. Review and possible action relating to **Robert Street and South 3rd Street Intersection Study** (Navin, Director of Public Works)
- c. Review and possible action relating to the **Dwight Foster Public Library website redesign** project (Lippert, Library Director)
- d. Review and possible action relating to an **Offsite Backup Data Agreement** between the City of Fort Atkinson and the City of Whitewater to host off-site data backup storage equipment for the Fort Atkinson Police Department (Bump, Police Chief)
- e. Review and possible action relating to a **contract for annual Brush Grinding Services** for the Department of Public Works Operations Division (Williamson, Superintendent of Public Works)

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. Closed Session

- a. The City Council may consider a motion to convene in closed session pursuant to State Stat. §19.85(1)(c) to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility [annual performance review of the City Manager]

16. Adjournment

Date Posted: February 13, 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, FEBRUARY 3, 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 Attorney, City Clerk/Treasurer, Director of Public Works, Director of Neighborhood Services, Library Director and Wastewater Superintendent.

3. Pledge of Allegiance

President Jaeckel led the Pledge of Allegiance.

4. Consent Agenda

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

- 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

None.

6. Public Comment for Matters on the Agenda

None.

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)*

Huckabee moved, seconded by Johnson to approve the Proclamation recognizing January 23, 2026 as Mayor's Monarch Pledge Day in the City of Fort Atkinson. Motion carried.

- b. *Dwight Foster Public Library 2025 Year In Review (Lippert, Library Director)*
No action was taken.

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 **Master Service Agreement with Ruckert & Mielke, Inc.** (Navin, Director of Public Works)*

Director Navin discussed how 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 Ruckert & 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." 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 Page 30 of 95 ensure the work quality meets City expectations.

Leschier moved, seconded by Johnson to approve the Master Services Agreement with Ruckert & Mielke, Inc. for a one year term ending December 31, 2026 and authorize the City Manager to execute said Agreement. Motion carried.

- 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)*

Superintendent Sweeney stated 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. 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

Lescohier moved, seconded by Huckabee to 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. Motion carried.

- 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)*

Director Draeger stated 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.

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.

Huckabee moved, seconded by Johnson to approve the Extraterritorial Certified Survey Map for the property located at W6347 Briar Lane with the conditions noted in the Staff memo. Motion carried.

- 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)*

Director Draeger provided the property owner who 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. 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. Lot 1 would be responsible for the entire assessment as it benefits from the improvements.

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.

Huckabee moved, seconded by Johnson to approve the Extraterritorial Certified Survey Map for the property located at N1873 US Hwy 12 with the corrections noted in the Plan Commission memo. part of the proposed land division. 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. Adjournment

Johnson moved, seconded by Huckabee to adjourn. Meeting adjourned at

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



**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, FEBRUARY 10, 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: Chairperson Manager Houseman, Director of Public Works Navin, Council Representative Schultz, Commissioners Shull and Kessenich. Also present: Clerk/Treasurer/Finance Director, Deputy Clerk, Director of Neighborhood Services, Council members Huckabee and Jaeckel.

Commissioner Ciccarelli joined the meeting at 4:16pm

3. New Business

*a. Review and possible action relating to the **minutes of the January 27, 2026, Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*

Shull moved, seconded by Kessenich to approve the minutes of the January 27, 2026 Plan Commission meeting. Motion carried.

*b. Review and possible action relating to a **Site Plan Review for Willow Ridge Apartments** located at 916 Madison Ave. (SPR-2026-01) (Draeger, Director of Neighborhood and Building Services)*

Director Draeger shared that the proposed development includes the retrofitting of the existing +/- 5,000 square foot structure from a mixed-use building (Kent's Big Bar with upper level residential) to a 5-unit multi-family building. The applicant is proposing five residential units (3 on the first floor and 2 on the second floor), ranging from 1-2 bedrooms each. Access to each unit will be provided via three entry points on the east, west, and south sides of the building. Upper-level units will be accessible through interior staircases on the east and west sides of the building.

Other proposed site improvements include:

- Adding two front-facing gables on the south facade of the existing structure, facing

Madison Avenue.

- Exterior façade enhancements on all sides of the structure.
- Removal of the existing covered parking structure, shed, chain link fence, and portions of the asphalt.
- New landscaping on all sides of the property.
- New bicycle parking rack and exterior dumpster enclosure.

Primary access to the site will be retained from Cloute Street on the west side of the property and the reduction in asphalt will result in the removal of impervious surfaces on the lot and access connections to the neighboring property to the east. One on-site parking stall will be accessed via the rear alleyway. The subject parcel lies on the edge of the North Neighborhood and Central Neighborhoods Planning Area and has been identified in both as Mixed-Use. The opportunities indicated in the plan include mixed-use redevelopment close to Madison Avenue and revitalization along Madison Avenue.

The subject property is also shown as Planned Mixed-use and Future Redevelopment Opportunity Area on the Future Land Use Map. This designation includes a blend of commercial, office, multi-family residential, and community facility land uses. Staff believes the proposal is in concert with the Comprehensive Plan.

Kessenich questioned the size of the parking stalls and referenced the stall in the rear of the building. Discussion followed on tenant access and the design submitted by the developer is adequate for the required stalls, tenants and landscaping.

Shultz inquired on the alley in the rear of the building. Houseman stated this is a public alley maintained by Public Works.

City staff recommends approval of the Site Plan, subject to the following conditions:

1. Require the applicant to add a sidewalk connection from the existing sidewalk along Cloute Street to the building to align with the proposed new sidewalk in front of the building.
2. Require the applicant to add a paved walkway to the dumpster enclosure.
3. Require the applicant to add curbing around all paved areas facing Madison Avenue.
4. Allow a minimum throat depth of less than 25 feet due to site constraints and existing curb cut locations.
5. Require the applicant to provide the following information that meets all the requirements of the Zoning Code to be reviewed by City staff:
 - a. Photometrics plan and lighting fixture cut sheets.
 - b. Mechanical locations and proposed screening.
 - c. Materials and height of the dumpster enclosure.

- d. Landscaping plan with species identified and points calculated.
- 6. Any other recommendations of City staff and the Plan Commission.

Discussion continued on allowing tenant walking space between the parked cars and the building. A recommendation of a 5 foot setback was suggested to create a sidewalk between the front of the building and the parking stalls.

Shultz moved, seconded by Ciccarelli to approve the Site Plan for the Willow Ridge Apartments located at 916 Madison Avenue, subject to the conditions in the staff report with the additional recommendation of moving the parking stalls back 5 feet from the building to allow for landscaping and a walkway between the parked cars and the building. Motion carried.

- c. ***Presentation to the Plan Commission on Premier Real Estate Management LLC, Concept Plan for six 12-unit multifamily buildings along Mehta Lane (Draeger, Director of Neighborhood and Building Services)***

Director Draeger presented the concept plan submitted by Premier Real Estate Management, LLC. Premier Real Estate Management, LLC, is proposing a Group Development that will require a Zoning Map Amendment, Certified Survey Map review and a Conditional Use Permit due to the presence of multiple principal structures. City staff and the applicant are presenting the Plan Commission with a conceptual development proposal located on Mehta Lane, encompassing parcel numbers 226-0641-3231-000 and 226-0614-3242-001. Both parcels are currently zoned Suburban Mixed Use (SMU), which does not permit standalone multi-family residential buildings without an accompanying commercial component. As such, a zoning map amendment would be required for this project. The applicant is proposing rezoning the property to Multi-Family Residential-8 (MRL-8), which allows up to eight dwelling units per acre and is consistent with the proposed project density. The adjacent property is already zoned MRL-8.

The project would generate employment opportunities within the City, including one full-time property management position and up to two part-time positions for maintenance and housekeeping. The applicant has experience constructing similar developments in other communities, including the City of Reedsburg and the City of Portage. The building design incorporates attached garages, which provide covered parking while minimizing additional impervious surface area that would otherwise be created by detached garage structures or garage banks.

Overall, City staff believe the proposed concept is compatible with the existing development in the surrounding area, would add quality housing stock to the City, and would provide modest employment opportunities. Additionally, an adjacent property is already zoned MultiResidential-8 (MRL-8) and contains a similar development, reducing concerns related to spot zoning. Note that, due to the preliminary nature of this concept plan, City staff has not vetted this project relating to emergency access, utilities, traffic, or other items. A thorough review will be conducted during the next phases of the project.

Plan Commission takes no action at the Concept Proposal stage. Formal action is taken during the CUP, ZMA, and CSM review and approval processes. City Staff support the proposal as a concept plan and recommends that the Plan Commission provide feedback to staff and the applicant for incorporation into the next phases of the project.

Ciccarelli inquired about the possible extension of Commonwealth Drive. Draeger noted the soil and wetlands would restrict the development.

Houseman recommended sidewalks to connect the building and the street extension of Commonwealth if wetlands allow for EMS.

Schultz inquired how Premier Real Estate Management LLC chose Fort Atkinson for this project. Emily McFarland of Premier Real Estate responded that, as the previous Mayor of Watertown, Manager Houseman has done a great job promoting Fort Atkinson for growth and development. Shultz further commented that while Fort Atkinson is seen as a bedroom community, our recent retail market study shows that we have a net influx of workers, meaning the City is the opposite of a bedroom community.

No action was taken.

- d. *Update on previously approved projects (Houseman)*
None

4. Adjournment

Schultz moved, seconded by Shull to adjourn. Meeting adjourned at 4:42 p.m.

Respectfully submitted,
Courtney Thom
Deputy Clerk



Permit Report

01/01/2026 - 01/31/2026

Permit Date	Permit #	Permit Location	Municipality	Owner Name	Permit Type	Permit Description	Estimated Project Cost	Total Fees
Group: Fort Atkinson								
1/30/2026	26114	101 S Water St	Fort Atkinson		Right of Way Opening Permit	Expose existing ducts for new fiber placement and directional bore approx. 248' 2" innerduct and plc 1-17x30 handhole vault	0	
1/30/2026	26112	14 S 6th St.	Fort Atkinson	Raul Mayans	Electrical	Replace bathroom exhaust fan	600	\$60.00
1/29/2026	26111	1233 JANESVILLE AVE, FORT ATKINSON	Fort Atkinson		Right of Way Opening Permit	SERVICE REPLACEMENT WR#5120080	0	\$50.00
1/29/2026	26110	625 Cloute St.	Fort Atkinson	Jesse Brandt	Single Family Alteration/Addition	add finished bedroom and playroom/ also add sub panel to update electrical on the finished side of the basement.	3,000	\$210.00
1/28/2026	26109	1315 Peony Place	Fort Atkinson	LOOS CUSTOM HOMES LLC.	Electrical	Electrical wiring for new home	286,300	\$281.40
1/28/2026	26108	1122 Adrian Blvd.	Fort Atkinson	Mahi Idrzi	Deck	Detached Deck by the front entrance door	2,100	\$155.00
1/27/2026	26106	South Main St	Fort Atkinson		Right of Way Opening Permit	Paving Relocation	0	\$550.00
1/26/2026	26104	308 Robert St.	Fort Atkinson	STEVE & LORI JELINEK	HVAC	REMOVING AND REPLACING	7,166	\$70.00

						EXISTING FURNACE		
1/23/2026	26103	624 W. Cramer St.	Fort Atkinson	Frank Heth	HVAC	Replacement Furnace	0	\$70.00
1/23/2026	26102	517 S Fourth St. E	Fort Atkinson	Dan Roahen	HVAC	Replacement Furnace	0	\$70.00
1/23/2026	26101	419 W. Sherman Ave.	Fort Atkinson	Shirley Gehrke	HVAC	Replacement Furnace	0	\$70.00
1/23/2026	26100	626 Short St.	Fort Atkinson	Peg Hucabee	HVAC	Furnace	0	\$70.00
1/23/2026	26099	227 MILWAUKEE AVE. E	Fort Atkinson	RILEY REDENIUS RENTAL	HVAC	Replacement Furnace	0	\$70.00
1/23/2026	26098	205 E BLACKHAWK DR.	Fort Atkinson	Hoppe North America Inc	HVAC	2 RTU Replacement	6,000	\$135.00
1/21/2026	26097	812 W Sherman Ave.	Fort Atkinson	Miltown Home Buyers	Electrical	New outlets, new gfci, new lights	5,500	\$121.25
1/21/2026	26096	19 Talcott Ct.	Fort Atkinson	Erdis Zubrod	Plumbing	Tub to Pan conversion 2nd floor same size and location of area	1,540	\$60.00
1/21/2026	26095	1123 Harriette St.	Fort Atkinson	Ryann L. Bixler	Plumbing	Re plumb fire house	24,945	\$256.80
1/20/2026	26094	1226 W Sherman Ave.	Fort Atkinson	Gail and Dan Konkel	Single Family Alteration/Addition	Install a Stiltz Home Lift from basement to first floor	64,866	\$359.00
1/20/2026	26093	COUTE ST & CASWELL ST	Fort Atkinson		Right of Way Opening Permit	GAS MAIN MAINTENANCE	0	\$50.00
1/19/2026	26091	1343 Marigold Dr.	Fort Atkinson	Loos Homes	Electrical	new construction	12,000	\$253.25
1/15/2026	26089	716 CASWELL ST	Fort Atkinson		Right of Way Opening Permit	DIRECTIONAL BORE APPROX 65 FT TO PLACE 2 INCH INNERDUCT	0	
1/15/2026	26088	217 Highland Ave	Fort Atkinson	Denise Feirtag	Electrical	Install two bathroom exhaust fans	1,200	\$60.00
1/14/2026	26087	727 Harriette St	Fort Atkinson	Peter & Bethany Johnson	Electrical	Adding an outlet for newly added sump pump	100	\$60.00
1/9/2026	26084	1343 Marigold Dr	Fort Atkinson	Loos Homes	HVAC	Res NSF	12,000	\$299.15

1/9/2026	26083	1343 Marigold	Fort Atkinson	Loos Homes	Plumbing	Res NSF	14,000	\$203.15
1/9/2026	26082	1343 Marigold Dr	Fort Atkinson	Loos Homes	Plumbing	sewer & water laterals	3,000	\$200.00
1/8/2026	26081	612 Van Buren St	Fort Atkinson	Chad	Roofing/Siding	Siding and gutter replacement	29,000	\$60.00
1/8/2026	26080	328 E Cramer St	Fort Atkinson	Fisher	Plumbing	Remodel for bathroom	4,940	\$60.00
1/8/2026	26078	210 W Milwaukee Ave	Fort Atkinson	TDS Telecom	Right of Way Opening Permit	Boring in ROW, terrace, PUE, placing 1&1.25" HDPE conduit, pulling fiber	0	\$550.00
1/7/2026	26077	202 Highland Ave Fort Atkinson WI 53538	Fort Atkinson	Keith Fryman	Right of Way Opening Permit	Right of Way - Sewer lateral	0	\$50.00
1/7/2026	26076	328 E Cramer St	Fort Atkinson	Jordan Fisher	Electrical	Basement bathroom addition	5,000	\$60.00
1/6/2026	26074	1410 Commonwealth Dr	Fort Atkinson	Carol Ann Christie	Roofing/Siding	Roof Replacement	19,353	\$60.00
1/6/2026	26073	1513 Stacy Ln	Fort Atkinson	William Roberts	Plumbing	Repair Sewer in right of way	1,500	\$160.00
1/6/2026	26071	410 Heth St.	Fort Atkinson	Shelly Siegel	HVAC	Furnace	0	\$70.00
1/6/2026	26070	330 Garfield St.	Fort Atkinson	Karen Bush	HVAC	Furnace	0	\$70.00
1/6/2026	26069	1205 Industrial Dr.	Fort Atkinson	Karen Fowler	HVAC	Furnace	0	\$70.00
1/6/2026	26068	813 Dempster St	Fort Atkinson	Jessica Hare	Windows/Doors	Flat bay window	4,450	\$60.00
1/6/2026	26067	94 Lucille St.	Fort Atkinson	Kathy Heffron	HVAC	Furnace	0	\$70.00
1/6/2026	26066	726 West Sherman Ave.	Fort Atkinson	Kristen Halverson	HVAC	Furnace	0	\$70.00
1/5/2026	26065	804 Charles St	Fort Atkinson	Brian Ertman	Roofing/Siding	Roofing	160,000	\$100.00
1/5/2026	26064	328 E Cramer St	Fort Atkinson	Jordan Fischer	Single Family Alteration/Addition	remodel and Reconfigure Existing basement bathroom	20,000	\$60.00
1/5/2026	26063	70 N Main St	Fort Atkinson	Premier Bank	Electrical	Office remodel	16,940	\$158.75

1/5/2026	26062	1328 Commonwealth Dr	Fort Atkinson	Allyson Brueckner	Single Family Alteration/Addition	install 4x4 egress on back side of home	6,887	\$64.00
1/2/2026	26061	305 Roosevelt St	Fort Atkinson	Christine Baumann	HVAC	Furnace Replacement	5,000	\$60.00
1/2/2026	26060	600 N Main St	Fort Atkinson	Lukas cross	Plumbing	Bathroom plumbing	400	\$60.00
1/2/2026	26059	600 N Main St	Fort Atkinson	Lukas cross	Electrical	Bedroom and bathroom devices	400	\$60.00
1/2/2026	26058	600 N Main St	Fort Atkinson	Lukas Cross	Single Family Alteration/Addition	Splitting one large bedroom into two bedrooms, and closing an opening by making a wall, remodeling a bathroom.	400	\$115.25
1/2/2026	26057	737 Harriette St	Fort Atkinson	Bethany and Peter Johnson	Plumbing	install sump pump	1,980	\$60.00
								\$5,932.00

Group Total: 48



Jedidiah Draeger

Director, Neighborhood and Building Services



MEMORANDUM

DATE: February 17, 2026

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

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

BACKGROUND

The following is a list of the Licenses and Permits issued by the City Clerk for the period of January 20, 2026 through February 17, 2026 per the City of Fort Atkinson Municipal Code of Ordinances.

DISCUSSION

BEEKEEPING

None

OPERATOR

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

Applicant		Place of Employment	Recommended Approval by Police Department	Cost
Sachin Kumar	Satapara	Shell gas	Y	\$25
Katelynn	Jones	Two Twenty Modern Kitchen	Y	\$15
Samantha	Johnson	Two Twenty Modern Kitchen	Y	\$15
Rebecca	Waters	Two Twenty Modern Kitchen	Y	\$15
Margaret	Mielke	Two Twenty Modern Kitchen	Y	\$25

MOBILE MERCHANT

None

DOOR-TO-DOOR RESIDENTIAL / DIRECT SELLER

Zachary	Molander	Weedman Lawn Care	Y	\$50
Samuel	Ours	Weedman Lawn Care	Y	\$50
Wade	Shepherd	Everlight Solar	Y	\$50

FINANCIAL ANALYSIS

In accordance with the City's Ordinances and Fee Schedule, a total of \$150 was collected for Direct Sellers Permits, and \$95 was collected for Operator's licenses.

RECOMMENDATION

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

ATTACHMENTS

None



MEMORANDUM

DATE: February 17, 2026

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: American Legion Memorial Day Parade on May 25, 2026, from 10:30 am - 12:00 pm, beginning at American Legion and ending at Evergreen Cemetery (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

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

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

DISCUSSION

American Legion Post 166

Event: Memorial Day Parade

Date: Monday, May 25, 2026

Location: Beginning at American Legion and ending at Evergreen Cemetery

Contact Person: Dan Juday

Hours of Event: 10:30 am to 12:00 pm

Estimated Number of Attendees: 1000

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

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Special Event: American Legion Memorial Day Parade on May 26, 2025 from 10:30 am - 12:00 pm beginning at American Legion and ending at Evergreen Cemetery.

ATTACHMENTS

1. Memorial Day Parade 2026 Special Event App & Map

American Legion Post 166
Memorial Day Committee

20 January 2026

City Council
City of Fort Atkinson
111 North Main St.
Fort Atkinson, WI. 53538

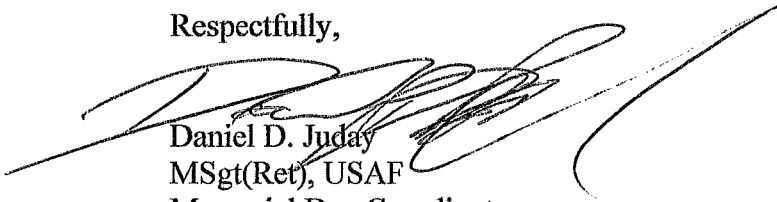
Re: Memorial Day Program

Councilmembers,

The Memorial Day Committee of Fort Atkinson respectfully requests permission to hold a parade on Monday, May 25th, 2026 at 10:30 AM for the purpose of honoring service members who have given the ultimate sacrifice in defense of our country. The parade/procession will start at the American Legion Post 166(201 S Water St E.) in the city of Fort Atkinson and continue northbound on Main St. to Evergreen Cemetery. The parade would start following the Marine Observance which is held promptly at 10AM.

On behalf of the Memorial Day Committee, I would further like to invite the members of the City Council, as well as the City Manager, to participate in the Memorial Day Parade. Transportation will be provided to the cemetery for the honor event and back to the American Legion Dugout upon completion (approximately 1200hrs). We would ask that all who wish to participate to please RSVP with me by 18 May 26. You would then show at the Legion Dugout no later than 9:45 am on the 25th. Contact parade vehicle coordinator Bill Imsland upon arrival for assignments.

Respectfully,



Daniel D. Juday
MSgt(Ret), USAF
Memorial Day Coordinator
Phone: (920) 747-0691
IFish920@GMail.com



CITY OF FORT ATKINSON

Special Event Application

Fee: \$2,500

pd

Name of Business/Group Organizing Event: American Legion Post 166

Contact Person for Event: Daniel Juday

Phone Number: (920) 747-0691

Email: IFish920@GMail.com

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

Phone: (

Email:

Special Event Details

Event Name: City of Fort Atkinson Memorial Day Parade

Event Date (mm/dd/yyyy): 05/25/2026

Event Location: American Legion Post 166 to Evergreen Cemetery

Estimated Number of Attendees: 1000+

Hours of Event: 1030-1100hrs

Event Setup Time: 1025hrs

Event Tear Down Time: 1200hrs

Event Description: Parade will consist of Joint color guard, dignitary vehicles, civic groups, and high school marching band. Event will start at the American Legion Post 166 (201 S. Water St E. Fort Atkinson) and travel 1.0 mile to Evergreen cemetery. Travel time on foot at military marching speed is 18 minutes.

Goal/Purpose of Event: This annual event is held give our citizens the opportunity to honor our service members who have given the ultimate sacrifice in defense of our country. It also provides an opportunity to educate our youth on respect for the US Flag and the importance of service to our communities and country.

Attach a map of the event including:

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

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

Check all applicable boxes:

I am renting a city park

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

I am renting city equipment

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

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

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

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

Additional Garbage/Recycling Can* Qty ____

Barricades* Qty ____

Traffic Cones* Qty ____

Electrical Access

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

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

Continued

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

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

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

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

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

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

By signing, I agree to the following statements:

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

Responsible Party Signature: 

Submission Date:

For Office Use Only:

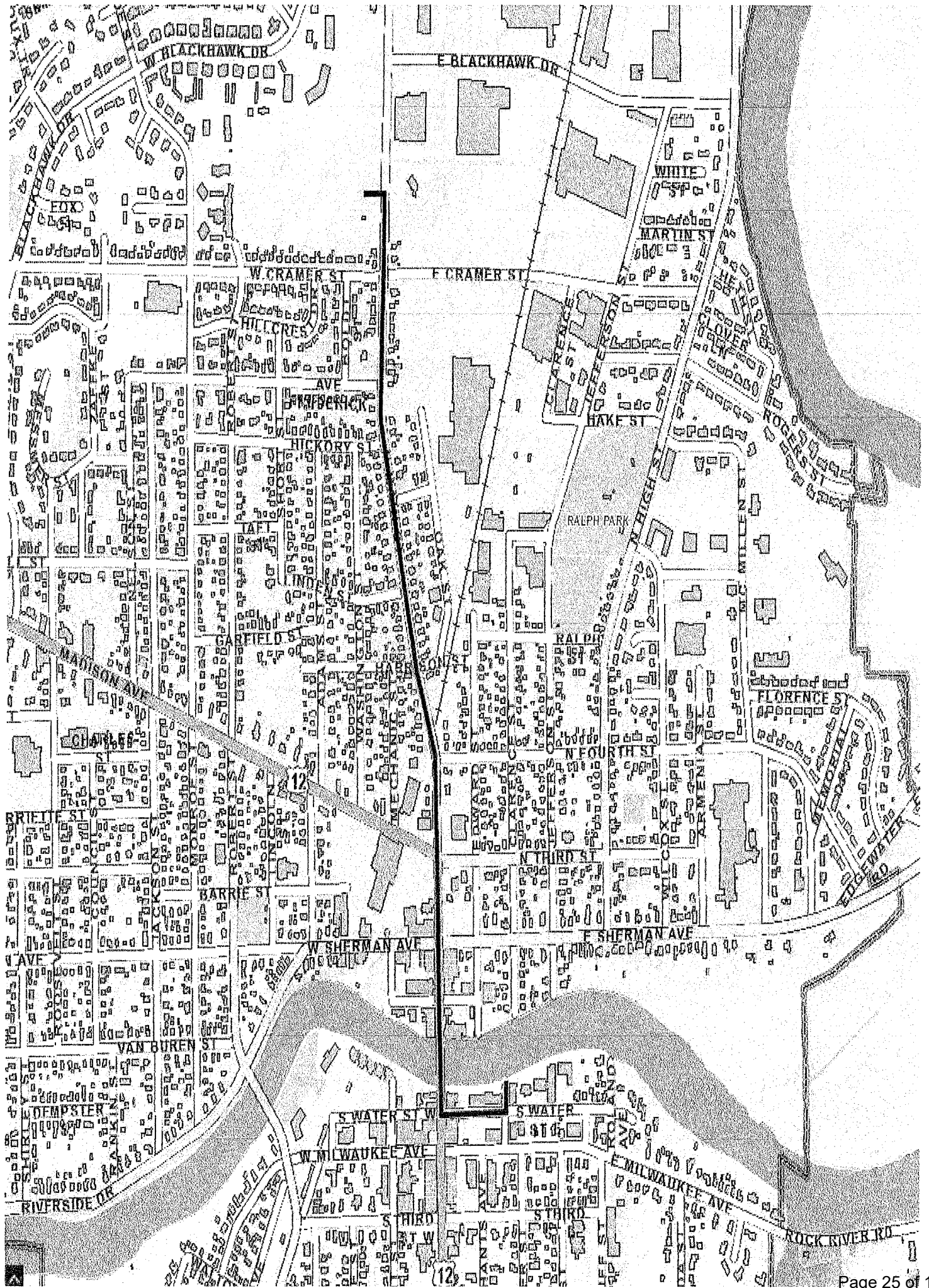
Date Received: 1-21-2026

Date Paid: 1-21-2026

Council Approval / Denial Date: _____

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

Event Stipulations:





MEMORANDUM

DATE: February 17, 2026

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: Review and possible action on a Resolution allocating funds from the City's Affordable Housing Fund to Habitat for Humanity of Waukesha, Jefferson, and Rock Counties for the Fort Atkinson Critical Repair Program (Houseman, City Manager)

BACKGROUND

The City of Fort Atkinson has an Affordable Housing Fund ("AHF") (Fund 9), which was established through the extension of Tax Increment Districts 6, 7, and 8 for one additional year. In the adopted 2026 budget, the City identified a goal of working with a consultant to establish AHF programs and policies. A request for proposals has been issued, and proposals will be presented to the City Council in March.

The City has also been actively working with Habitat for Humanity of Waukesha, Jefferson, and Rock Counties on a new twin home project located at the corner of Schumacher Way and McMillen Street on the City's northeast side. Through this relationship, City staff and Habitat staff have discussed the possibility of a new program aimed at helping low-income residents complete critical home repairs on their owner-occupied single-family or two-family dwellings.

DISCUSSION

Habitat Chief Executive Officer Melissa Songco will present a proposed program that addresses the need for critical repairs for homes in Fort Atkinson. The goal of the program is to provide critical repairs, such as roofs, windows, siding, porch, accessibility, and code remediation, to low-income residents. Habitat would service as the general contractor for the projects. Their team would develop the scope of work, collect bids, and ensure quality repairs and completion of work. Habitat would not complete the work themselves — they will hire local licensed contractors to perform the work. The project cap would be \$20,000 per project, and Habitat expects to be able to support up to 25 projects if the City and the Fort Atkinson Community Foundation invest in the program. The City is proposing to invest \$250,000 from the AHF for this project. As a reminder, all funds in the AHF are increment and interest from the closed (or closing) tax increment districts.

Potential properties for the program would be identified through the City's code enforcement

services, City staff, and/or an application process managed by Habitat. The Plan Commission would review and approve the program eligibility guidelines. In addition, City staff would provide the Plan Commission with a monthly update on the Program, including the number of applications submitted, communication efforts, and eventually projects completed. Habitat staff would provide the Plan Commission with an annual report relating to the projects completed, before and after pictures, and remaining funds available.

One of the significant benefits of working with Habitat on this program is that there is no staffing support needed from the City. The City's investment would be a grant to Habitat to administer the program and distribute funds. Their administrative and overhead costs would be recouped through partial loan repayment by the homeowner. The program represents a way for AHF funds to be distributed into the community to address critical repairs quickly using local contractors.

If approved, the program is expected to launch in June 2026 and the funds are estimated to last for three years.

FINANCIAL ANALYSIS

If the City Council approves the investment of \$250,000 into the program, City staff and Habitat staff will apply to the Fort Atkinson Community Foundation for matching funds. The estimated number of projects in the presentation (25) is based on the total of \$500,000, which includes both investments. However, if the FACH does not approve the matching grants, City staff would still like to move forward with the \$250,000 investment in the program, which would result in about 12-13 projects.

The table below shows the funds available in the AHF and the remaining funds if the City Council approves the investment in this Habitat program.

Total Anticipated AHF Revenue	\$ 1,689,570.62
Habitat Critical Repair Investment	\$ 250,000.00
Remaining Funds for AHF Programs	\$ 1,439,570.62

If the investment in the Habitat program is approved, the City will still have over \$1.4 million in the AHF to support other programs or policies, as will be developed through public and stakeholder engagement over the next several months.

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution allocating \$250,000 from the City's Affordable Housing Fund to Habitat for Humanity of Waukesha, Jefferson, and Rock

Counties to support the Fort Atkinson Critical Repair Program.

ATTACHMENTS

1. COFA Critical Repair Program Pitch Deck
2. Resolution Providing Funds for Habitat Program 2.17.26



Habitat
for Humanity®

Waukesha - Jefferson - Rock

Fort Atkinson Critical Repair Program



Mission & Vision

Seeking to put God's love into action, Habitat for Humanity brings people together to build homes, communities, and hope.

A world where everyone has a decent place to live.

Vision 2033

- Build 20 homes & complete 30 repairs annually across 3 communities
- Waukesha County → Jefferson County (2023) → Rock County (2025)

History

- Established in 1989, built or renovated 70 homes in Waukesha County
- Currently have 25 homes under construction
- Twin home in Fort Atkinson estimated completion – April
- Served 24 families with critical home repair program since 2022 with projects up to \$20,000
- Program Administrator for DHS Lead Safe Home Program completed \$500,000+ in repairs
- 15 repairs in pipeline for 2026
- 2025 Certified CHDO Status
- Partner with Jefferson County At Home/RoxAnne to provide homebuyer counseling

Program Design

- Critical repairs: roofs, windows, siding, porch, accessibility, code remediation
- Habitat serves as the general contractor: develop scope of work, collect bids, and ensure quality
- Hires local licensed contractors to perform the work
- Project cap \$20,000

Income Range

Family Size	Minimal Annual	Maximum Annual
1	\$23,050.00	\$61,400.00
2	\$26,350.00	\$70,200.00
3	\$29,650.00	\$78,950.00
4	\$32,900.00	\$87,700.00
5	\$37,650.00	\$94,750.00
6	\$43,150.00	\$101,750.00
7	\$48,650.00	\$108,750.00
8	\$54,150.00	\$115,800.00

Benefits of Habitat

- Sliding scale grant / loan repayment
- Serving low to very low-income homeowners
- 0% interest loan repayment to Habitat via ACH \$100 - \$200 month
- 12-36 month terms
- Leverage tax exempt status, and typical “Habitat” discount of 20% off markup
- No staffing support needed from City
- Compliant with affordable housing TIF requirement

New Construction Build



During



After



Before



After



Before



After





Organizational Capacity

- 27 Employees including ReStore
- Construction Department (10)
- Special Projects Manager oversee critical repair and LSHP
- Plug and play program design
- Federal Funding Expertise
- Audited Annually

Proposed Investment

- Grant to Habitat to administer program
- Funds held in restricted account
- Quarterly reporting
- Cross promotion and publicity opportunities
- Improve blighted/homes in disrepair
- Work with building inspectors/City staff for referrals
- Keep owners in their homes
- Habitat to keep loan repayments as program administration fee 25% over 2 – 5 years

Total Investment	\$500,000
TIF Extension Funds	\$250,000
Fort Atkinson Community Fnd	\$250,000
Estimated # of projects	25
Estimated Loan Repayment	\$125,000



Timeline / Next Steps

- Program eligibility guidelines approved through Plan Commission
- Fort Atkinson Community Foundation Grant application March
- Launch: June 2026
- Estimate funds will last 3 years



Thank you!



RESOLUTION NO. 2026-_____

RESOLUTION

ALLOCATING FUNDS FROM THE CITY OF FORT ATKINSON'S AFFORDABLE HOUSING FUND TO HABITAT FOR HUMANITY OF WAUKESHA, JEFFERSON, AND ROCK COUNTIES FOR THE FORT ATKINSON CRITICAL REPAIR PROGRAM

WHEREAS, the City of Fort Atkinson City Council ("City Council") adopted Resolution No. 2024-1422 on August 20, 2024, extending the life of Tax Increment District ("TID") No. 8 for one year to fund affordable housing programs and projects within the City of Fort Atkinson ("City"); an additional year; and

WHEREAS, the City Council adopted Resolutions No. 2025-1438 and 2025-1439 on August 19, 2025, extending the lives of TID No. 6 and TID No. 7, respectively, for one year to fund affordable housing program and projects within the City; and

WHEREAS, the City Council adopted the 2026 Budget in November 2025, which included Fund 9 (Section N), the Affordable Housing Fund ("AHF"), and as of March 31, 2026, there will be an estimated \$1,689,571 in the AHF; and

WHEREAS, Habitat for Humanity of Waukesha, Jefferson, and Rock Counties has proposed a Fort Atkinson Critical Repair Program for low-income homeowners within the City of Fort Atkinson that is compliant with the affordable housing fund requirements of the TID extension permitted by state law; and

WHEREAS, the City Council supports the goal of funding critical repairs such as roofs, windows, siding, porch, accessibility, and code remediation for owner-occupied single-family and two-family homes, and desires to use \$250,000 from the City's AHF as a grant to fund the proposed Critical Repair Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, that \$250,000 from the City's AHF be granted to Habitat for Humanity of Waukesha, Jefferson, and Rock Counties for the purpose of providing loans to eligible Fort Atkinson residents for the Critical Repair Program; and

BE IT FURTHER RESOLVED that the City Council hereby directs the City Manager to apply to the Fort Atkinson Community Foundation for a matching grant for Habitat for Humanity to further support the Program; and

BE IT FURTHER RESOLVED that the City Council assigns review and oversight of the Program to the Plan Commission, including the following: review and approval of the Program and Eligibility Guidelines; review of a monthly Program update from City staff; and an annual

report by Habitat staff relating to the use of funds and completion of projects until such time that the funds have been depleted.

Adopted and effective this 17th day of February 2026.

CITY OF FORT ATKINSON

Kyle Jaeckel, City Council President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: February 17, 2026

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: First reading of an Ordinance to repeal and recreate Article III of Chapter 86 of the City of Fort Atkinson Code of General Ordinances relating to Recycling (Navin, Director of Public Works)

BACKGROUND

The Wisconsin DNR is requesting the City repeal and recreate the City's recycling ordinance. This update is necessary to align City code with new Wisconsin Department of Natural Resources (DNR) administrative rules that went into effect on July 1, 2025. The City's existing recycling ordinance was originally adopted in 1994 to comply with state solid waste recovery laws. However, in May 2024, the Governor approved new administrative rules (specifically affecting Chapter NR 544) to update effective recycling program criteria. To be recognized by the DNR as having an "effective recycling program" under §287.11, Wis. Stats., the City is mandated to adopt these updated rules. Maintaining this status is not optional if the City wishes to remain eligible for state recycling grants.

DISCUSSION

The proposed recreation of Article III includes several technical and administrative updates required by the DNR:

- Updated Definitions: The ordinance provides clearer definitions for terms such as "multiple-family dwelling" (structures with 5 or more units), "non-residential facilities," and specific resin codes for plastic containers.
- Updates to acceptable materials: Plastics #3-#7 were not previously required to be recycled, but may be recycled with the City's contract with John's Disposal.
- Enhanced Education: The City must now review educational materials for accuracy and distribute them annually. These materials must include information on electronics, batteries, and food waste/composting.
- Multi-Family and Non-Residential Standards: Owners of multi-family dwellings must meet specific container volume ratios (e.g., at least 20 gallons of recycling space per week per unit) and provide written recycling instructions to tenants at least semi-annually.

- **Collection Standards:** For urban municipalities like Fort Atkinson, the rules specify that curbside collection must occur at least monthly, or a drop-off site must be used by at least 80% of residents.
- **Enforcement and Penalties:** The update establishes a tiered forfeiture schedule for violations, ranging from \$50 for a first violation to \$2,000 for a third or subsequent violation.

FINANCIAL ANALYSIS

Adopting this ordinance ensures the City continues to receive state recycling grant funding, which helps offset the costs of the City's local recycling program. Failure to update the ordinance would jeopardize these funds and potentially put the City out of compliance with state law.

RECOMMENDATION

The Ordinance Committee reviewed this matter at the meeting on February 3, 2026 and recommended that staff prepare it for City Council review and approval.

Staff recommends the City Council perform the first reading of the draft ordinance to repeal and recreate Chapter 86, Article III, and schedule this item for a second and possible third/final reading at the meeting on March 3, 2026. This action ensures that the City's local laws remain current with state standards and protects eligibility for essential grant funding.

ATTACHMENTS

1. COFA Current Recycling Ordinance ARTICLE_III.____RECYCLING
2. Ord. No. Ch 86 Art III Recycling DRAFT 2.12.26
3. Ordinance Committee Memo Recycling

ARTICLE III. RECYCLING¹

DIVISION 1. GENERALLY

Sec. 86-76. Definitions.

The definitions in Wis. Stats. § 159.01 shall apply in this article.

Cross reference(s)—Definitions generally, § 1-2.

Sec. 86-77. Effective date.

The provisions of this article shall take effect on January 1, 1994.

(Code 1969, § 6.02(J)(9))

Sec. 86-78. Short title.

This article shall be known as the Recycling Ordinance for the City of Fort Atkinson, Wisconsin.

(Code 1969, § 6.02(J)(1))

Sec. 86-79. Purpose.

The purpose of this article is to promote recycling, composting and resource recovery through the administration of an effective recycling program, as provided in Wis. Stats. § 159.11, and Wis. Admin. Code ch. NR 544.

(Code 1969, § 6.02(J)(2))

Sec. 86-80. Statutory authority.

This article is adopted as authorized under Wis. Stats. § 159.09(3)(b).

(Code 1969, § 6.02(J)(3))

Sec. 86-81. Abrogation and greater restrictions.

It is not intended by this article to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this article imposes greater restrictions, the provisions of this article shall apply.

¹State law reference(s)—Solid waste recycling generally, Wis. Stats. § 159.07 et seq.

(Code 1969, § 6.02(J)(4))

Sec. 86-82. Interpretation.

In their interpretation and application, the provisions of this article shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by state statute. Where any terms or requirements of this article may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this article is required by state statute or by a standard in Wis. Admin. Code ch. NR 544, and where the provision of this article is unclear, the provision shall be interpreted in light of state statute and the ch. NR 544 standards in effect on the date of the adoption of the ordinance from which this article is derived, or in effect on the date of the most recent text amendment to this article.

(Code 1969, § 6.02(J)(5))

Sec. 86-83. Applicability.

The requirements of this article apply to all persons within the city limits.

(Code 1969, § 6.02(J)(7))

Sec. 86-84. Administration.

The provisions of this article shall be administered by the council.

(Code 1969, § 6.02(J)(8))

Cross reference(s)—Administration, ch. 2.

Sec. 86-85. Enforcement.

- (a) For the purpose of ascertaining compliance with the provisions of this article, any authorized officer, employe or representative of the city's contractor may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multifamily dwellings and nonresidential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employe or authorized representative of the city's contractor who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper, or interfere with such an inspection.
- (b) Any person who violates a provision of this article may be issued a citation by the city. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this subsection.
- (c) Penalties for violating this article will be as prescribed in section 1-10.

(Code 1969, § 6.02(J)(21))

Secs. 86-86—86-115. Reserved.

DIVISION 2. SEPARATION OF RECYCLABLES

Sec. 86-116. Required.

Occupants of single-family and two- to four-unit residences, multifamily dwellings and nonresidential facilities and properties shall separate the following materials from postconsumer waste:

- (1) Lead acid batteries.
- (2) Major appliances as per section 86-119.
- (3) Waste oil.
- (4) Yard waste.
- (5) Aluminum containers.
- (6) Bi-metal containers.
- (7) Corrugated paper or other container board.
- (8) Foam polystyrene packaging beginning January 1, 1995.
- (9) Glass containers.
- (10) Magazines.
- (11) Newspapers.
- (12) Office paper.
- (13) Rigid plastic containers made of PETE, HDPE, and effective January 1, 1995, PVC, LDPE, PP, PS and other resins or multiple resins.
- (14) Steel containers.

(Code 1969, § 6.02(J)(11); Ord. No. 654, 10-2-07)

Sec. 86-117. Separation requirements exempted.

The separation requirements of section 86-116 do not apply to the following:

- (1) Occupants of single-family and two- to four-unit residences, multifamily dwellings and nonresidential facilities and properties that send their postconsumer waste to a processing facility licensed by the state department of natural resources that recovers the materials specified in section 86-116 from solid waste in as pure a form as is technically feasible.
- (2) Solid waste burned as a supplemental fuel at a facility if less than 30 percent of the heat input to the facility is derived from the solid waste burned as supplemental fuel.
- (3) A recyclable material specified in section 86-116(5)—(14) for which a variance has been granted by the state department of natural resources under Wis. Stats. § 159.11(2m) or Wis. Admin. Code NR § 544.14.

(Code 1969, § 6.02(J)(12))

Sec. 86-118. Care of separated recyclable materials.

To the greatest extent practicable, the recyclable materials separated in accordance with section 86-116, shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other nonrecyclable materials, including, but not limited to, household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain and other inclement weather conditions, and in a container as set forth in subsection 86-38(d), herein.

(Code 1969, § 6.02(J)(13); Ord. No. 654, 10-2-07)

Sec. 86-119. Management of lead acid batteries, major appliances, waste oil and yard waste.

Occupants of single-family and two- to four-unit residences, multifamily dwellings and nonresidential facilities and properties shall manage lead acid batteries, major appliances, waste oil, and yard waste as follows:

- (1) Lead acid batteries shall be placed at the roadside, separated from solid waste for collection by the city's solid waste contractor. Car, truck and other automotive batteries only will be collected. Battery casings must be unbroken before collection shall take place.
- (2) Major appliances shall be placed at roadside separated from solid waste collection by the city's solid waste contractor. Appliances shall be upright and empty. Freezers and refrigerators must have their doors removed. Microwaves must have the capacitors removed. City residents must contact the city's solid waste contractor to arrange for pickup, disposal and required payment for all such appliances.
- (3) Waste oil shall be placed at roadside separated from solid waste for collection by the city's solid waste contractor. This waste oil will be picked up on the designated days for recycling only (twice per month) and shall be placed at the curb next to the recycling container. Common engine oil only will be collected. Such oil must be in leak-proof containers of a maximum size of one gallon.
- (4) Yard waste shall be composted by the homeowner via the city compost site or backyard composting.

(Code 1969, § 6.02(J)(14); Ord. No. 654, 10-2-07)

Sec. 86-120. Responsibilities of owners or designated agents of multifamily dwellings.

- (a) Owners or designated agents of multifamily dwellings shall do all of the following to recycle the materials specified in section 86-116(5)–(15):
 - (1) Provide adequate, separate containers for the recyclable materials.
 - (2) Notify tenants in writing at the time of renting or leasing about the established recycling program, and thereafter of any changes in the program.
 - (3) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
 - (4) Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.

-
- (b) The requirements specified in subsection (a) of this section do not apply to the owners or designated agents of multifamily dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the state department of natural resources that recovers for recycling the materials specified in section 86-116(5)—(15) from solid waste in as pure a form as is technically feasible.

(Code 1969, § 6.02(J)(16))

Sec. 86-121. Responsibilities of owners or designated agents of nonresidential facilities and properties.

- (a) Owners or designated agents of nonresidential facilities and properties shall do all of the following to recycle the materials specified in section 86-116(5)—(15):
- (1) Provide adequate, separate containers for the recyclable materials.
 - (2) Notify all users, tenants and occupants of the properties in writing about the established recycling program at the time of renting or leasing and thereafter of any changes in the program.
 - (3) Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.
 - (4) Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.
- (b) The requirements specified in subsection (a) of this section do not apply to the owners or designated agents of nonresidential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the state department of natural resources that recovers for recycling the materials specified in section 86-116(5)—(15) from solid waste in as pure a form as is technically feasible.

(Code 1969, § 6.02(J)(17))

Secs. 86-122—86-145. Reserved.

DIVISION 3. PREPARATION AND COLLECTION

Sec. 86-146. Method.

- (a) Except as otherwise directed by the city, occupants of single-family and two- to four-unit residences, shall do the following for the preparation and collection of the separated materials specified in subsections 86-116(5)—(14).
- (1) Aluminum containers shall be rinsed and placed in the recycling container for collection. No aluminum foil, TV dinner trays, etc., will be collected.
 - (2) Bi-metal containers shall be rinsed and have labels removed and shall be placed in the recycling container provided for collection. Bi-metal containers shall be flattened to save space within the recycling container.

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- (3) Corrugated paper or other container board shall be flattened and placed in the recycling container for collection.
 - (4) Glass containers shall be rinsed, all metal and plastic cups and rings shall be removed, and the containers shall be placed in the recycling container for collection.
 - (5) Magazines shall be placed within the recycling container for collection.
 - (6) Newspaper shall be placed within the recycling container for collection.
 - (7) Office paper shall be placed within the recycling container for collection.
 - (8) Rigid plastic containers shall be prepared and collected as follows:
 - a. Plastic containers made of PETE (#1), such as two-liter soda bottles, peanut butter containers and other see-through food containers, shall be rinsed and placed within the recycling container for collection. The container may be flattened to save space within the recycling container.
 - b. Plastic containers made of HDPE (#2), such as milk cartons and bottles containing detergent, antifreeze and bleach, shall be rinsed and placed within the recycling container for collection. The container may be flattened to save space within the recycling container.
 - c. Plastic containers made of PVC (#3) will not be collected for recycling. These types of plastics have received a statewide exemption from recycling.
 - d. Plastic containers made of LDPE (#4) will not be collected for recycling. These types of plastics have received a statewide exemption from recycling.
 - e. Plastic containers made of PP (#5) will not be collected for recycling. These types of plastics have received a statewide exemption from recycling.
 - f. Plastic containers made of PS (#6) will not be collected for recycling. These types of plastics have received a statewide exemption from recycling.
 - g. Plastic containers made of other resins or multiple resins (#7) will not be collected for recycling. These types of plastics have received a statewide exemption from recycling.
 - (9) Steel containers shall be rinsed, labels removed and placed in the recycling container provided for collection. The containers may be flattened to save space within the container.
- (b) Each resident unit in the city shall be provided one authorized recycling container per unit. All recyclables shall be prepared and collected as set forth above. Except as otherwise stated, all recyclable materials may be commingled in the container. Such container may be placed within five feet of the roadside by 6:00 a.m. on the designated day of pickup in an area of easy accessibility. Recyclables that have been scattered by wind, animals, vandals or the like shall be the responsibility of the residents to retrieve properly.
 - (c) Nonresidential and multifamily establishments will receive the same curbside service as residential units from the city's solid waste/recycling contractor but shall be billed separately by the city's contractor. This service can be obtained through the city's solid waste/recycling contractor, or another approved state department of natural resources licensed hauler.
 - (d) The council reserves the right to designate additional solid waste materials as recyclable or currently collected materials as no longer recyclable in accordance with law and to either add or delete them from any collection services provided by the city or its contractor. The city shall provide written notice to its service recipients of this declaration.

(Code 1969, § 6.02(J)(15); Ord. No. 654, 10-2-07)

Secs. 86-147—86-170. Reserved.

DIVISION 4. DISPOSAL

Sec. 86-171. Proper disposal of garbage and recyclables.

- (a) *Antiscavenging or unlawful removal of recyclables.* It shall be unlawful for any person, unless under contract with or licensed by the city, to collect or remove any recyclable material that has been deposited or placed at the curb or in a container adjacent to a home or nonresidential building for the purposes of collection for recycling.
- (b) *No dumping.*
 - (1) It shall be unlawful for any person to dispose of or dump garbage in any street, alley or other public place within the city or in any receptacles or on private property without the owner's consent unless it is placed in containers in the manner and at the time specified by this article.
 - (2) No person shall place for collection any garbage at the curb not owned or occupied by such person.
- (c) *Garbage from outside the city.* It shall be unlawful to bring refuse for disposal and recyclables from outside the corporate limits into the city unless authorized by agreement with the city.

(Code 1969, § 6.02(J)(18); Ord. No. 654, 10-2-07)

Sec. 86-172. Prohibitions on disposal of recyclable materials separated for recycling.

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility, any of the materials specified in subsections 86-116(5)—(14), that have been separated for recycling. Waste tires may be burned for energy recovery in a solid waste treatment facility.

(Code 1969, § 6.02(J)(19); Ord. No. 654, 10-2-07)

Sec. 86-173. Recycling center.

The city or its designated recycling hauler will provide for the use of its citizens a recycling center for the purpose of accepting, storing, marketing and transporting of recyclable waste. The citizens of the city may bring proper recyclable waste to such facilities at such place and times as established by the city. A fee for the use of such facility may be established by the city or any third parties acting under contract with the city.

(Code 1969, § 6.02(J)(20))

Secs. 86-174—86-200. Reserved.

ORDINANCE NO. ____

**AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 86, ARTICLE III
OF THE CITY OF FORT ATKINSON CODE OF GENERAL ORDINANCES RELATING TO RECYCLING**

WHEREAS, the State of Wisconsin enacted the solid waste reduction, recovery, and recycling law in 1990 (1989 WI Act 335) to promote the development of waste management structures and encourage reduction, reuse, and recycling of Wisconsin’s solid waste; and

WHEREAS, the Wisconsin Department of Natural Resources (DNR) promulgated administrative rules to implement §287 Wis. Stats. under Chapter NR 544 of the Wisconsin Administrative Code; and

WHEREAS, the City of Fort Atkinson adopted these statutes and administrative rules through Chapter 86, Article III of the City’s Code of Ordinances in 1994, which has been updated from time to time; and

WHEREAS, in May 2024, Wisconsin’s Governor approved new administrative rules relating to statewide materials recycling and effective recycling programs, which were published on June 30, 2025 and effective on July 1, 2025; and

WHEREAS, the general objectives of the proposed rules are to correct, clarify, and update effective recycling program criteria throughout Chapter NR 544, Wisconsin Administrative Code, as well as amend sections of other code chapters relating to waste reduction, recovery, and recycling efforts; and

WHEREAS, in order for the City of Fort Atkinson to have an effective recycling program as required by §287.11, Wis. Stats. and be eligible for recycling grants, the City must adopt the new rules included in Chapter NR 544 and included in the DNR’s model ordinance.

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

Section 1. Repeals Article III of Chapter 86 of the City’s Code of General Ordinances.

Section 2. Recreates Article III of Chapter 86 of the City of Fort Atkinson Municipal Code to read as follows:

“Sec. 86-76. Title. Recycling Ordinance for the City of Fort Atkinson

Sec. 86-77. Purpose. The purpose of this ordinance is to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in s. 287.11, Wis. Stats., and ch. NR 544, Wis. Adm. Code.

Sec. 86-78. Statutory Authority. This ordinance is adopted as authorized under §287.09(3)(b), Wis. Stats., and City of Fort Atkinson.

Sec. 86-79. Abrogation and Greater Restrictions. It is not intended by this ordinance to repeal, abrogate, annul, impair, or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this ordinance imposes greater restrictions, the provisions of this ordinance shall apply.

Sec. 86-80. Interpretation. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this ordinance may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this ordinance is required by Wisconsin Statutes, or by a standard in ch. NR 544, Wis. Adm. Code, and where the ordinance provision is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and the ch. NR 544 standards in effect on the date of the adoption of this ordinance, or in effect on the date of the most recent text amendment to this ordinance.

Sec. 86-81. Severability. Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

Sec. 86-82. Applicability. The requirements of this ordinance apply to all persons within the city limits.

Sec. 86-83. Administration. The provisions of this ordinance shall be administered by the City Council.

Sec. 86-84. Effective Date. The provisions of this ordinance shall take effect on the effective date of this ordinance.

Sec. 86-85. Definitions. For the purpose of this ordinance:

- 1) "Bi-metal container" means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.
- 2) "Container board" means corrugated paperboard used in the manufacture of shipping containers and related products.
- 3) "Foam polystyrene packaging" means packaging made primarily from foam polystyrene that satisfies one of the following criteria:
 - a) Is designed for serving food or beverages.
 - b) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.

- c) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.
- 4) "Glass Container" means a glass bottle, jar or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, oven ware, plate glass, safety and window glass, heat-resistant glass such as pyrex, lead based glass such as crystal, or TV tubes.
 - 5) "HDPE" means high density polyethylene, labeled by the resin code # 2.
 - 6) "LDPE" means low density polyethylene, labeled by the resin code # 4.
 - 7) "Magazines" means magazines and other materials printed on similar paper.
 - 8) "Major appliance" means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove.
 - 9) "Multiple-family dwelling" means a structure containing 5 or more residential units, including units that are occupied seasonally.
 - 10) "Newspaper" means a newspaper and other materials printed on newsprint.
 - 11) "Non-residential facilities and properties" means commercial, retail, industrial, institutional and government facilities and properties. Non-residential facilities and properties includes any location at which goods or services are provided or manufactured, including locations under construction, demolition, or remodeling, or used for special events such as fairs, festivals, sport venues, conferences, and exhibits. This term does not include multiple family dwellings.
 - 12) "Office paper" means a variety of high-grade printing and writing papers. This term does not include industrial process waste, newspaper or packaging.
 - 13) "Other resins or multiple resins" mean plastic resins labeled by the resin code # 7.
 - 14) "Person" includes any individual, corporation, limited liability company, partnership, association, local government unit, as defined in s. 66.0131(1)(a), Wis. Stats., state agency or authority or federal agency.
 - 15) "PETE" or "PET" means polyethylene terephthalate, labeled by the resin code # 1.
 - 16) "Plastic container" means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.
 - 17) "Postconsumer waste" means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in s. 291.01(7) Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in s. 289.01(17)., Wis. Stats.
 - 18) "PP" means polypropylene, labeled by the resin code # 5.
 - 19) "PS" means polystyrene, labeled by the resin code # 6.
 - 20) "PVC" means polyvinyl chloride, labeled by the resin code # 3.
 - 21) "Recyclable materials" includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.
 - 22) "Solid waste" has the meaning specified in [s. 289.01\(33\), Wis. Stats.](#)

- 23) "Solid waste facility" has the meaning specified in [s. 289.01\(35\), Wis. Stats.](#)
- 24) "Solid waste treatment" means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste.
"Treatment" includes incineration.
- 25) "Waste tire" means a tire that is no longer suitable for its original purpose because of wear, damage or defect.
- 26) "Yard waste" means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

Sec. 86-86. Separation of Recyclable Materials. Occupants of single family and 2-to-4-unit residences, multiple-family dwellings and non-residential facilities and properties shall separate the following materials from postconsumer waste:

- 1) Lead acid batteries
- 2) Major appliances
- 3) Waste oil
- 4) Yard waste
- 5) Aluminum containers
- 6) Bi-metal containers
- 7) Corrugated paper or other container board
- 8) Foam polystyrene packaging
- 9) Glass containers
- 10) Magazines
- 11) Newspaper
- 12) Office paper
- 13) Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins
- 14) Steel containers
- 15) Waste tires

Sec. 86-87. Separation Requirements Exempted. The separation requirements of Sec. 86-86 do not apply to the following:

- 1) Occupants of single family and 2-to-4-unit residences, multiple-family dwellings and non-residential facilities and properties that send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in Sec. 86-86 from solid waste in as pure a form as is technically feasible.
- 2) Solid waste which is burned as a supplement fuel at a facility if less than 30 % of the heat input to the facility is derived from the solid waste burned as supplement fuel.
- 3) A recyclable material specified in Sec. 86-86(5) through (15) for which a variance has been granted by the Department of Natural Resources under s. 287.11(2m), Wis. Stats., or s. NR 544.14, Wis. Adm. Code.

Sec. 86-88. Care of Separated Recyclable Materials. To the greatest extent practicable, the recyclable materials separated in accordance with Sec. 86-86 shall be clean and kept free of

contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including but not limited to household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain, and other inclement weather conditions.

Sec. 86-89. Management of Lead Acid Batteries, Major Appliances, Waste Oil and Yard Waste. Occupants of single family and 2-to-4-unit residences, multiple-family dwellings and non-residential facilities and properties shall manage lead acid batteries, major appliances, waste oil, and yard waste as follows:

- 1) Lead acid batteries shall be placed at the roadside, separated from solid waste for collection by the City's solid waste contractor. Car, truck and other automotive batteries only will be collected. Battery casings must be unbroken before collection shall take place.
- 2) Major appliances shall be placed at roadside separated from solid waste collection by the city's solid waste contractor. Appliances shall be upright and empty. Freezers and refrigerators must have their doors removed. Microwaves must have the capacitors removed. City residents must contact the city's solid waste contractor to arrange for pickup, disposal and required payment for all such appliances.
- 3) Waste oil shall be placed at roadside separated from solid waste for collection by the city's solid waste contractor. This waste oil will be picked up on the designated days for recycling only (twice per month) and shall be placed at the curb next to the recycling container. Common engine oil only will be collected. Such oil must be in leak-proof containers of a maximum size of one gallon.
- 4) Yard waste shall be composted by the homeowner via the city compost site or backyard composting.

Sec. 86-90. Preparation and Collection of Recyclable Materials. Except as otherwise directed by the authorized officer, employee or representative of the city's contractor, occupants of single family and 2-to-4-unit residences shall do the following for the preparation and collection of the separated materials specified in Sec. 86-86 (5) through (15):

- 1) Aluminum containers shall be placed in the recycling container for collection.
- 2) Bi-metal containers shall be rinsed, have labels removed and be flattened to save space and shall be placed in the recycling container provided for collection.
- 3) Corrugated paper or other container board shall be flattened and placed in the recycling container for collection.
- 4) Foam polystyrene packaging shall be placed in the garbage container for disposal.
- 5) Glass containers shall be rinsed, all metal and plastic cups and rings shall be removed, and the containers shall be placed in the recycling container for collection.
- 6) Magazines shall be placed within the recycling container for collection.
- 7) Newspaper shall be placed within the recycling container for collection.

- 8) Office paper shall be placed within the recycling container for collection.
- 9) Rigid plastic containers shall be prepared and collected as follows:
 - a) Plastic containers made of PETE, including such as two-liter soda bottles, peanut butter containers and other see-through food containers, shall be rinsed and placed within the recycling container for collection. The container may be flattened to save space within the recycling container.
 - b) Plastic containers made of HDPE, such as milk cartons and bottles containing detergent, antifreeze and bleach, shall be rinsed and placed within the recycling container for collection. The container may be flattened to save space within the recycling container.
 - c) Plastic containers made of PVC will be collected for recycling and/or disposal by the contracted recycling collection agent.
 - d) Plastic containers made of LDPE will be collected for recycling and/or disposal by the contracted recycling collection agent.
 - e) Plastic containers made of PP will be collected for recycling and/or disposal by the contracted recycling collection agent.
 - f) Plastic containers made of PS will be collected for recycling and/or disposal by the contracted recycling collection agent.
 - g) Plastic containers made of other resins or multiple resins will be collected for recycling and/or disposal by the contracted recycling agent.
- 10) Steel containers shall be rinsed, labels removed and placed in the recycling container provided for collection. The containers may be flattened to save space within the recycling container.
- 11) Waste tires shall be placed by the curb for collection as bulk pickup. Light truck tires and smaller will be accepted, and tractor tires must be quartered. No more than two tires will be collected per month, not to exceed eight tires per year per home.
- 12) Each residential unit in the city shall be provided with an authorized recycling container. All recyclables shall be prepared and collected as set forth above. Except as otherwise stated, all recyclable materials may be commingled in the container. Such container may be placed within five feet of the roadside by 6 a.m. on the designated day of pickup in an area of easy accessibility. Recyclables that have been scattered by wind, animals, vandals, or the like shall be the responsibility of the resident to retrieve and store properly.

Sec. 86-91. Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings.

- 1) Owners or designated agents of multiple-family dwellings shall do all of the following to recycle the materials specified in Sec. 86-86 (5) through (15):
 - a) Provide adequate, separate containers for the recycling program established in compliance with the ordinance. The number of recycling containers shall equal or be greater than the number of trash containers and at least one of the following shall be met:
 - i. The minimum total volume of recycling container space is equal to 20 gallons per week per dwelling unit.
 - ii. The ratio of trash container volume to recycling container volume is at most 2:1.

- iii. An alternative method that does not result in the overflow of a recycling container during the time period between collection of materials and delivery to a recycling facility.
 - b) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
 - c) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
 - d) Notify tenants which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.
- 2) The requirements specified in 1) do not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in Sec. 86-86 (5) through (15) from solid waste in as pure a form as is technically feasible.

Sec. 86-92. Responsibilities of Owners or Designated Agents of Non-Residential Facilities and Properties.

- 1) Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in Sec. 86-86 (5) through (15):
- (a) Provide adequate, separate containers for the recycling program established under this section. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility.
 - (b) Notify in writing, at least semi-annually, all users, tenants and occupants of the properties about the established recycling program.
 - (c) Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.
 - (d) Notify users, tenants and occupants which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.
- 2) The requirements specified in 1) do not apply to the owners or designated agents of non-residential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in Sec. 86-86 (5) through (15) from solid waste in as pure a form as is technically feasible.

Sec. 86-93. Proper Disposal of Garbage and Recyclables Materials.

- 1) Antiscavenging or unlawful removal of recyclable materials. It shall be unlawful for any person, unless under contract with or licensed by the City, to collect or remove any recyclable material that has been deposited or placed at the curb or in a container adjacent to a home or nonresidential building for the purposes of collection for recycling.

- 2) No dumping. It shall be unlawful for any person to dispose of or dump garbage or recyclable materials in any street, alley, or other public place within the City or in any receptacles or on private property without the owner's consent unless it is placed in containers in the manner and at the time specified by this article. No person shall place for collection any garbage or recyclable materials at the curb not owned or occupied by such person.
- 3) Garbage from outside the City. It shall be unlawful to bring refuse for disposal and recyclables from outside the corporate limits into the City unless authorized by agreement with the City.

Sec. 86-94. Prohibitions on Disposal of Recyclable Materials Separated for Recycling. No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in Sec. 86-86 (5) through (15) that have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

Sec. 86-95. Enforcement.

- 1) For the purpose of ascertaining compliance with the provisions of this ordinance, any authorized officer, employee or representative of the City or its solid waste contractor may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the City or its solid waste contractor who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper, or interfere with such an inspection.
- 2) Any person who violates a provision of this ordinance may be issued a citation by City of Fort Atkinson to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.
- 3) Penalties for violating this ordinance may be assessed as follows:
 - (a) Any person who violates Sec. 86-94 may be required to forfeit \$50 for a first violation, \$200 for a second violation, and not more than \$2,000 for a third or subsequent violation. Violators may also be subject to reinspection fees per Sec. 1-16 of the City's Code of General Ordinances.
 - (b) Any person who violates a provision of this ordinance, except Sec. 86-94, may be required to forfeit not less than \$10 or more than \$1000 for each violation. Violators may also be subject to reinspection fees per Sec. 1-16 of the City's Code of General Ordinances."

Section 3. Upon its adoption, the clerk is hereby directed to send a copy of this ordinance to the Wisconsin Department of Natural Resources.

Section 4. Effective Date. This ordinance shall take effect on after passage, publication, and attestation as required by law.

Enacted by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, this _____ day of _____, 2026.

Fort Atkinson City Council

Kyle Jaeckel, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director

DRAFT



MEMORANDUM

DATE: February 3, 2026

TO: Committee/Commission/Board

FROM: Zach Navin, Director of Public Works

RE: Review and possible recommendation to the City Council relating to an Ordinance to repeal and recreate Article III of Chapter 86 of the City of Fort Atkinson Code of General Ordinances relating to Recycling (Navin, Director of Public Works)

BACKGROUND

The purpose of this memo is to request the Ordinance Committee's recommendation to repeal and recreate the City's recycling ordinance. This update is necessary to align City code with new Wisconsin Department of Natural Resources (DNR) administrative rules that went into effect on July 1, 2025. The City's existing recycling ordinance was originally adopted in 1994 to comply with state solid waste recovery laws. However, in May 2024, the Governor approved new administrative rules (specifically affecting Chapter NR 544) to update effective recycling program criteria. To be recognized by the DNR as having an "effective recycling program" under §287.11, Wis. Stats., the City is mandated to adopt these updated rules. Maintaining this status is not optional if the City wishes to remain eligible for state recycling grants.

DISCUSSION

The proposed recreation of Article III includes several technical and administrative updates required by the DNR:

- Updated Definitions: The ordinance provides clearer definitions for terms such as "multiple-family dwelling" (structures with 5 or more units), "non-residential facilities," and specific resin codes for plastic containers.
- Updates to acceptable materials: Plastics #3-#7 were not previously required to be recycled, but may be recycled with the City's contract with John's Disposal.
- Enhanced Education: The City must now review educational materials for accuracy and distribute them annually. These materials must include information on electronics, batteries, and food waste/composting.
- Multi-Family and Non-Residential Standards: Owners of multi-family dwellings must meet specific container volume ratios (e.g., at least 20 gallons of recycling space per week per unit) and provide written recycling instructions to tenants at least semi-

annually.

- **Collection Standards:** For urban municipalities like Fort Atkinson, the rules specify that curbside collection must occur at least monthly, or a drop-off site must be used by at least 80% of residents.
- **Enforcement and Penalties:** The update establishes a tiered forfeiture schedule for violations, ranging from \$50 for a first violation to \$2,000 for a third or subsequent violation.

FINANCIAL ANALYSIS

Adopting this ordinance ensures the City continues to receive state recycling grant funding, which helps offset the costs of our local recycling program. Failure to update the ordinance would jeopardize these funds and potentially put the City out of compliance with state law.

RECOMMENDATION

Staff recommends that the Ordinance Committee recommend the draft ordinance to repeal and recreate Chapter 86, Article III to the City Council. This action ensures that our local laws remain current with state standards and protects our eligibility for essential grant funding.

ATTACHMENTS

1. COFA Current Recycling Ordinance ARTICLE_III.____RECYCLING
2. Ord. No. Ch 86 Art III Recycling DRAFT 1.29.26



MEMORANDUM

DATE: February 17, 2026

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: First reading of an Ordinance to repeal Section 95-160 of the City of Fort Atkinson Municipal Code relating to sunset and reporting requirements of the ATV/UTV Ordinance (Houseman, City Manager)

BACKGROUND

The Fort Atkinson City Council enacted an ordinance allowing ATV/UTV use on the City's streets in November 2023, which became effective on April 8, 2024. The ordinance included a two-year automatic sunset without additional Council action in section 95-160. Without action, the ordinance would no longer be in effect on April 8, 2026.

DISCUSSION

At the Ordinance Committee meeting on February 3, 2026, staff presented the current ordinance for review by the Committee. Staff recommended that the 6-month reporting requirement in Section 95-160 be eliminated. After three such reports, staff does not feel it is necessary to provide data relating to violations of one specific ordinance. If staff starts to see issues or dangerous patterns of behavior relating to ATV/UTV use, then staff will present a report and recommendations for a possible solution.

Staff asked for feedback from the Committee about the rest of the ordinance, as well as the sunset provision. After discussion among the Committee, they provided staff with direction to remove Section 95-160 from the ordinance, which would eliminate both the reporting requirement and the sunset after two years. If, at any time in the future, the City Council as a whole wishes to amend or eliminate this ordinance, the Council may do so, regardless of whether a sunset provision exists.

Repealing Section 95-160 simply removes the reporting requirement and the sunset provision. Under the attached draft ordinance, all other sections of the ordinance allowing the use of ATVs and UTVs on City streets would remain in effect.

FINANCIAL ANALYSIS

This ordinance change is not expected to impact the City financially.

RECOMMENDATION

The Ordinance Committee recommended that the City Council amend the ATV/UTV ordinance by eliminating Section 95-160 relating to reporting requirements and sunsets. Staff recommends that the City Council perform a first reading of this ordinance and direct staff to prepare it for a second and possible third/final reading at the meeting on March 3, 2026.

ATTACHMENTS

1. ARTICLE_V.____ALL_TERRAIN_VEHICLES
2. Draft Ord No. - Repeal Section 95-160 UTV.ATV 2.17.26

ARTICLE V. ALL-TERRAIN VEHICLES

Sec. 94-151. State laws adopted for clarity purposes.

- (a) The provisions of Wis. Stats. § 23.33, and the defining regulations found in Wis. Admin. Code NR Ch. 64 with respect to the regulation of all-terrain vehicles, including any future amendments thereof, are hereby adopted by reference and made part of this section as if fully set forth herein. Acts required to be performed or prohibited by such statutes are required or prohibited in this section.
- (b) The operator of ATV/UTV shall be subject to Wis. Stats. §§ 341.057, 346.02(11), 346.04, 346.06, 346.11, 346.14(1), 346.18, 346.19, 346.21, 346.215(3), 346.22, 346.27, 346.33, 346.35, 346.37, 346.39, 346.44, 346.46, 346.47, 346.48, 346.50, 346.50(1)(b), 346.51, 346.52, 346.53, 346.54, 346.55, 346.62, 346.71, 346.87, 346.88, 346.89, 346.90, 346.91, 346.92(1), and 364.94(1) and 364.94(9); and §§ 347.06(3), 347.07(2), 347.14(1), 347.39(1); and 347.48(4). Acts required to be performed or prohibited by such statutes are required or prohibited by this chapter.

(Code 1969, § 16.22; Ord. No. 836, § 2, 11-7-23)

Sec. 94-152. Definitions.

- (a) *All-terrain vehicle (ATV)*: A commercially designed and manufactured motor-driven device that does not meet federal motor vehicle safety standards effective July 1, 2012, that is not a golf cart, low speed vehicle, dune buggy, mini-truck, or tracked vehicle, that is designed to be used primarily off of a paved road, and that has, and was manufactured with, all of the following:
 - (1) A weight, without fluids, of 900 pounds or less.
 - (2) Four or more tires.
 - (3) A steering handlebar, single or dual headlights, a tail and brake light.
 - (4) A width of no more than 50 inches.
- (b) *Utility-terrain vehicle (UTV)*: A commercially designed and manufactured motor-driven device that does not meet federal motor vehicle safety standards effective July 1, 2012, that is not a golf cart, low speed vehicle, dune buggy, mini-truck, or tracked vehicle, that is designed to be used primarily off of a highway, and that has, and was manufactured with, all of the following:
 - (1) A weight, without fluids, of 3,000 pounds or less.
 - (2) Four or more tires.
 - (3) A cargo box installed by the manufacturer measured laterally between the outermost wheel run on each side of the vehicle, exclusive of tires, mirrors, and accessories that are not essential to the vehicle's basic operation.
 - (4) A steering wheel, tail and brake lights, and two headlights.
 - (5) A width of no more than 65 inches.
 - (6) A system of seat belts, or similar system, for restraining each occupant of the device in the event of a collision.

-
- (7) A system of structural members designed to reduce the likelihood that an occupant would be crushed as a result of a rollover of the device (roll bars).
 - (c) *ATV/UTV route*: A street designated for use by ATV/UTV vehicle operators by the governmental agency having jurisdiction as authorized by this chapter.
 - (d) *Operate*: To exercise physical control over the speed or direction of an all-terrain vehicle or physically manipulate or activate any of the controls of an all-terrain vehicle necessary to put it into motion.
 - (e) *State trunk highway*: Any highway designated pursuant to Wis. Stats. § 84.29 as part of the state trunk highway system.
 - (f) *City streets*: Every named, paved public right-of-way within the corporate limits of the city, inclusive of state connecting highways, and excluding alleys.

(Ord. No. 836, § 2, 11-7-23)

Sec. 94-153. All-terrain/utility terrain vehicle routes.

ATV/UTV usage shall be authorized on all city streets.

(Ord. No. 836, § 2, 11-7-23)

Sec. 94-154. Age requirement.

All ATV/UTV operators shall be 18 years or older to operate an all-terrain vehicle on road routes in the city, holding a valid Wisconsin driver's license. The operator, upon request from any law enforcement officer, state patrol, or inspector under Wis. Stats. § 110.07(1), conservation warden, or municipal peace officer shall display said operator's license to said agent as well as proof of insurance and registration.

(Ord. No. 836, § 2, 11-7-23)

Sec. 94-155. Speed limits.

All ATV/UTV operators shall observe the posted speed limits on city streets.

(Ord. No. 836, § 2, 11-7-23)

Sec. 94-156. Registration and display of registration.

All ATV/UTV vehicles operated within the City of Fort Atkinson on designated routes are required to have State of Wisconsin registration as issued by the Wisconsin Department of Natural Resources and display such registration on the ATV/UTV vehicle.

(Ord. No. 836, § 2, 11-7-23)

Sec. 94-157. Operating requirements.

- (a) All ATV/UTV operators shall ride single file on the right side of the city street but shall not operate on any unpaved or shoulder section of city streets.
- (b) Headlights and taillights shall be present and on at all times.

-
- (c) All-terrain/utility terrain vehicles shall yield the right-of-way to non-motorized vehicles, such as bicycles and pedestrians.
 - (d) No person shall leave or allow an all-terrain/utility terrain vehicle owned or operated by him/her to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition.
 - (e) No owner having charge or control of an all-terrain/utility terrain vehicle shall authorize or permit any person to operate such all-terrain vehicle who is not permitted under state law to operate an all-terrain/utility terrain vehicle or who is under the influence of an intoxicant or a dangerous or narcotic drug.
 - (f) Wis. Stats. § 346.63, which prohibits the operation of a motor vehicle while under the influence of an intoxicant or other drugs, shall apply to the operation of an all-terrain/utility terrain vehicle at any place within the city.
 - (g) No person shall operate an all-terrain/utility terrain vehicle in the city between 10:00 p.m. and 5:00 a.m.
 - (h) No operator or passenger of an all-terrain/utility terrain vehicle may possess in or on an all-terrain/utility terrain vehicle on any city street in the City of Fort Atkinson, any bottle or receptacle containing alcohol beverages if the bottle or receptacle has been opened, the seal has been broken, or the contents of the bottle or receptacle have been partially removed or released.
 - (i) No operator shall operate an ATV/UTV so as to cause the tires thereof to squeal, the horn to blow excessively, the motor to race excessively, or by emitting unnecessary and loud muffler noises.
 - (j) During special events within the city limits, the chief of police, with the approval of the city manager, is granted authority to allow for all-terrain/utility terrain vehicle operation on city streets for the duration of going to or coming from said event or during a parade. An operator needs to contact the Fort Atkinson Police Department and provide their name, all terrain/utility terrain device type and registration number, and the chief of police will review the request for permission and notify the individual either verbally or in writing of his/her decision.
 - (k) Groups of 25 or more ATV/UTV operators shall notify the Fort Atkinson Police Department before entering the legal boundaries of the city.
 - (l) ATVs/UTVs shall only be operated on paved surfaces, unless yielding the right-of-way. ATVs/UTVs shall not operate in any public municipal property, public park, public walking trail, public sidewalk, public alley, public unpaved surface, or on any private property without permission of the property owner; except that operators may park ATVs/UTVs in public parking lots in accordance with any other ordinance requirements.
 - (m) Operators shall have liability insurance consistent with State of Wisconsin requirements for motor vehicles and shall have and provide proof of said insurance while operating an ATV/UTV.
 - (n) *Parking.* ATVs/UTVs shall be subject to all parking requirements and allowances of motor vehicles included in the City of Fort Atkinson Municipal Code, except that ATVs/UTVs shall not be parked overnight on any city street or parking lot.
 - (o) *Tires.* Every ATV/UTV tire shall have at least 2/32-inch tread depth in every major tire groove measured at two points no less than 15 inches apart.
 - (p) *Eye protection.* No person may operate an ATV/UTV without wearing any of the following eye protection: a protective face shield attached to the headgear, glasses, goggles, or a windshield on the ATV/UTV that rises a minimum of 15 inches above the handlebar or steering wheel. This section shall not apply to persons operating an ATV/UTV in a parade sanctioned by the City of Fort Atkinson.

(Ord. No. 836, § 2, 11-7-23)

Sec. 94-158. Signage.

City staff shall mark entrances to the city with signage in accordance with Wis. Admin. Code NR § 64.12 and NR § 64.12(7)c. Locations and placement must be approved by the police chief and public works director. signs shall be maintained by the city. No person may erect or remove any official sign unless authorized by the city.

(Ord. No. 836, § 2, 11-7-23)

Sec. 94-159. Penalties.

Any person who shall operate an all-terrain vehicle in violation of this section, in addition to the penalties of Wis. Stats. Chs. 346, 347, and Wis. Stats. § 23.33 shall forfeit to the city not less than \$50.00, nor more than \$200.00, for each violation together with costs and assessments imposed under Wis. Stats. Ch. 814. This penalty section may be amended and set annually by the city council.

(Ord. No. 836, § 2, 11-7-23)

Sec. 95-160. Review and sunset provision.

Information and statistics relating to incidents, accidents, and calls stemming from the use of ATVs/UTVs on city streets shall be reviewed by the city council every six months starting six months from the effective date of the ordinance codified herein, through a staff report. The ordinance will cease to be effective and automatically be repealed two years from the effective date of the ordinance, unless specific action is taken by the city council to extend the date of said ordinance.

(Ord. No. 836, § 2, 11-7-23)

Secs. 94-161—94-180. Reserved.

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL SECTION 95-160 OF THE CITY OF FORT ATKINSON CODE OF GENERAL ORDINANCES RELATING TO THE USE OF ALL-TERRAIN VEHICLES (ATVS) ON CITY STREETS

WHEREAS, the City Council of the City of Fort Atkinson adopted an ordinance on November 7, 2023, relating to ATV and UTV use on City Streets, Sections 94-151 through 95-160 of the City of Fort Atkinson Municipal Code (the "Ordinance"); and

WHEREAS, the Ordinance Committee and the City Council reviewed the Ordinance at properly noticed meetings in 2026, and determined that the reporting requirements and automatic sunset provisions of the Ordinance are no longer necessary; and

WHEREAS, the City Council determined that all other Sections of the Ordinance should remain in effect.

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

Section 1. Repeals Sec. 95-160 of the Ordinance as follows:

~~"Sec. 95-160. — Review and Sunset Provision. Information and statistics relating to incidents, accidents, and calls stemming from the use of ATVs/UTVs on City Streets shall be reviewed by the City Council every six months starting six months from the effective date of this ordinance, through a staff report. This ordinance will cease to be effective and automatically be repealed two years from the effective date of the ordinance, unless specific action is taken by the City Council to extend the date of said ordinance. (Ord. No. 836, § 2, 11-7-23)~~

Secs. 94-160~~1~~-94-180. Reserved."

Section 2. Upon its adoption, the clerk is hereby directed to send a copy of this ordinance to the Wisconsin Department of Transportation, the Wisconsin State Patrol, the Jefferson County Sheriff Department, the Wisconsin Department of Natural Resources, and the Fort Atkinson Police Department, pursuant to Wis. Stat. §23.33(11)b.

Section 3. Effective Date. This ordinance shall take effect on April 7, 2026, after passage, publication, and attestation as required by law.

Enacted by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin,
this _____ day of _____, 2026.

Fort Atkinson City Council

Kyle Jaeckel, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director

DRAFT



MEMORANDUM

DATE: February 17, 2026

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: Review and possible action relating to a Memorandum of Understanding between the City of Fort Atkinson and Alexander Dogaru of TAP LLC relating to rental payments in support of the Boost Fort Atkinson program (Houseman, City Manager)

BACKGROUND

In 2024, the City Council authorized funding to support the Boost Fort Atkinson downtown pitch competition through the City's Fund 8 - Lodging/City Scape/Room Tax fund at \$16,000. City staff and the Fort Atkinson Area Chamber of Commerce applied for matching funding through the Fort Atkinson Community Foundation's grant program. The total of up to \$32,000 was allocated to support a partnership with UW-Whitewater Enactus for the Boost Fort Atkinson program.

DISCUSSION

The Boost Fort Atkinson program ran in winter 2024-2025, with the final winner crowned in April 2025. Tidy Tails dog grooming won the competition and a year of rent at a downtown location. The City continues to pay rent for the remainder of the award year, which is anticipated to end on May 31, 2026. As of January 12, 2026, the City has spent \$12,135 on the program, including 8 months of rent, the award reception, and the payment to Enactus for their work on the project. The anticipated total with the remaining four months of rent is \$15,135, leaving a projected \$16,865 of funds available to support another project.

During the first phase of the competition, it became clear that there was additional community support for more of the finalists to locate in Fort Atkinson's downtown. Staff reviewed the funding commitment and found that another phase of the competition could be supported through existing allocated City funds and matching Community Foundation funds. The Community Foundation Board met in early 2026 and authorized the existing funding allocation to be used to support another business.

City staff and Chamber of Commerce staff worked with a downtown property owner and other finalists from the Boost Fort Atkinson program to fill another storefront. Dena Tullis is proposing to use the property located at 112 N. Main Street, which is currently vacant and

available for lease, as a bookstore offering both new and used books. The proposed business emphasizes inclusivity and accessibility with plans for an ADA-friendly third space. Ms. Tullis also hopes to support other entrepreneurs through pop-up opportunities.

The proposed Memorandum of Understanding with the property owner is attached for review. It commits the City to six months of rent at \$1,500 per month for a total of \$9,000 to be paid while occupied by Dena Tullis as the tenant. The City will pay the property owner directly through invoices, similar to the current situation with Tidy Tails. At the end of the program, City staff would request 50% of the expended funds from the Community Foundation for reimbursement.

FINANCIAL ANALYSIS

The City and the Fort Atkinson Community Foundation committed a total of \$32,000 to the Boost Fort Atkinson program. The table below shows the status of the funds expended and those anticipated to be spent through this Phase 2 program.

Boost Fort Atkinson Program Expenditures				
Date	Phase/Beneficiary	Description	Amount	Expended?
6/13/2025	1/Tidy Tails	June 2025 Rent	\$ 750.00	Expended
5/21/2025	1/Tidy Tails	April Reception Food	\$ 135.00	Expended
4/11/2025	1/Tidy Tails	Boost FA Program	\$ 6,000.00	Expended
7/14/2025	1/Tidy Tails	July 2025 Rent	\$ 750.00	Expended
8/18/2025	1/Tidy Tails	August 2025 Rent	\$ 750.00	Expended
9/8/2025	1/Tidy Tails	Sept. 2025 Rent	\$ 750.00	Expended
10/3/2025	1/Tidy Tails	October 2025 Rent	\$ 750.00	Expended
11/10/2025	1/Tidy Tails	November 2025 Rent	\$ 750.00	Expended
12/10/2025	1/Tidy Tails	December 2025 Rent	\$ 750.00	Expended
1/12/2026	1/Tidy Tails	January 2026 Rent	\$ 750.00	Expended
	1/Tidy Tails	February 2026 Rent	\$ 750.00	Anticipated
	1/Tidy Tails	March 2026 Rent	\$ 750.00	Anticipated
	1/Tidy Tails	April 2026 Rent	\$ 750.00	Anticipated
	1/Tidy Tails	May 2026 Rent	\$ 750.00	Anticipated
Total Anticipated Phase 1/Tidy Tails			\$ 15,135.00	
	2/Tattooed Tree Books	March 2026 Rent	\$ 1,500.00	Anticipated
	2/Tattooed Tree Books	April 2026 Rent	\$ 1,500.00	Anticipated
	2/Tattooed Tree Books	May 2026 Rent	\$ 1,500.00	Anticipated
	2/Tattooed Tree Books	June 2026 Rent	\$ 1,500.00	Anticipated
	2/Tattooed Tree Books	July 2026 Rent	\$ 1,500.00	Anticipated
	2/Tattooed Tree Books	August 2026 Rent	\$ 1,500.00	Anticipated
Total Anticipated Phase 2/Tattooed Tree Books			\$ 9,000.00	
OVERALL TOTAL			\$ 24,135.00	
FACF Reimbursement to be Requested			\$ 12,067.50	

As can be seen in the table above, the City anticipates spending \$15,135 on phase 1 in support of Tidy Tails. Staff is recommending that the City Council approve the MOU with the property owner at 112 N. Main Street that carries a financial commitment of another \$9,000, for a total of \$24,135. At the end of Phase 2, the City would apply to the FACF for reimbursement of half of the expenses associated with the program, or an estimated \$12,067.50.

RECOMMENDATION

Staff recommends that the City Council approve the Memorandum of Understanding between the City of Fort Atkinson and Alexandru Dogaru of TAP LLC to support Phase 2 of the Boost Fort Atkinson business competition through rental assistance for the property located at 112 N. Main Street and authorize the City Manager to execute.

ATTACHMENTS

- 1. MOU Boost Fort Atkinson_ City & Dogaru (1)
- 2. FAF Boost FA Phase 2 Approval Letter 2.9.26

MEMORANDUM OF UNDERSTANDING

Between

The City of Fort Atkinson

and

Alexandru Dogaru of TAP LLC

This Memorandum of Understanding (“MOU”) is entered into as of **February 9, 2026** (“Effective Date”), by and between the City of Fort Atkinson (“City”) and Alexandru Dogaru, on behalf of TAP LLC (“Landlord”) (collectively, the “Parties”).

1. Purpose

The purpose of this MOU is to outline the roles and responsibilities of the Parties related to a six-month rent subsidy for tenant **Dena Tullis** (“Tenant”), who was selected as a **runner-up** in the *Boost Fort Atkinson Storefront Pitch Competition*. This subsidy is intended to support local entrepreneurship and downtown vitality within the City of Fort Atkinson.

2. Tenant and Premises

- **Tenant:** Dena Tullis
- **Landlord:** TAP LLC, represented by Alexandru Dogaru
- **Premises:** Commercial storefront property owned by TAP LLC and leased to Tenant (Address: 112 N Main St, Fort Atkinson, WI 53538)

3. Rent Subsidy Terms

- The City agrees to provide a **total rent subsidy of Nine Thousand Dollars (\$9,000.00)**.
- The subsidy shall cover **six (6) consecutive months of rent**, beginning on **3/1/2026** and ending on **9/1/2026**.
- The subsidy equates to **One Thousand Five Hundred Dollars (\$1500.00) per month**.

4. Payment Process

- **TAP LLC** will send an invoice on a monthly basis to the **City of Fort Atkinson** at 101 N Main St, Fort Atkinson, WI 53538. The invoice should be in the amount of \$1,500 for the next 6 months.

- The City shall remit subsidy payments directly to **TAP LLC**, unless otherwise agreed to in writing by both Parties.
- Payments shall be made in accordance with the City's standard payment procedures.
- TAP LLC agrees to apply all subsidy funds solely toward Tenant's rent obligation for the designated subsidy period.

5. Responsibilities of the Parties

City of Fort Atkinson

- Provide the rent subsidy as described in Section 3.
- Administer the subsidy as part of the Boost Fort Atkinson Storefront Pitch Competition program.

TAP LLC (Landlord)

- Maintain a valid and active lease agreement with Tenant during the subsidy period.
- Apply subsidy payments exclusively to rent owed by Tenant.
- Notify the City promptly if the lease is terminated, suspended, or materially modified during the subsidy period.

6. Tenant Relationship

Tenant remains solely responsible for all lease obligations not covered by the subsidy, including but not limited to utilities, insurance, maintenance, and compliance with lease terms. This MOU does not create a contractual or tenancy relationship between the City and the Tenant.

7. Term and Termination

- This MOU shall remain in effect for the duration of the six-month subsidy period unless terminated earlier by mutual written agreement of the Parties.
- If Tenant vacates the premises or defaults on the lease prior to the end of the subsidy period, the City's obligation to make further subsidy payments shall immediately cease.

8. No Assignment

Neither Party may assign or transfer its rights or obligations under this MOU without the prior written consent of the other Party.

9. No Partnership or Agency

Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

10. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Wisconsin.

11. Entire Agreement

This MOU constitutes the entire agreement between the Parties regarding the subject matter herein and may be amended only by a written document signed by both Parties.

Signatures

City of Fort Atkinson

By: _____

Rebecca Houseman, City Manager

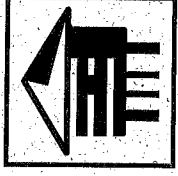
Date: _____

TAP LLC

By: _____ TAP LLC, Alex J Dogaru

Alexandru Dogaru, Representative of TAP LLC

Date: 02/11/2026 _____



FORT ATKINSON COMMUNITY FOUNDATION

January 30, 2026

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

Dear Rebecca,

At its January 29th, 2026 meeting, the Board of Directors of the Fort Atkinson Community Foundation reviewed and discussed your written request to utilize remaining, previously approved, BOOST Fort Atkinson grant funds to support a second entrepreneurial effort in downtown Fort Atkinson. I am pleased to inform you that the board approved use of funds from the original grant to support Dena Tullis of Tattooed Tree Books.

The amount of the grant remains not to exceed \$16,000 and the deadline for the use of the grant is June 30, 2026. Any requests to revise these terms must be submitted in writing to our foundation for our board's review.

The grant will be paid on a reimbursement basis, upon the submission of invoices to our foundation. We request that you please distinguish the amount of the grant used for the launch of the BOOST program and the rental support of the winner (Tidy Tails), and then the amount utilized to support the additional business, Tattooed Tree Books.

The Community Foundation would appreciate any public recognition of this grant and would be pleased to be included in any press or other notifications regarding this project. If you have any questions, please contact our executive director, Megan Hartwick, at 920.563.3210 or via email at facf@fortfoundation.org.

To accept these updated grant terms, we ask that you sign and date the letter below and return it to our office in the enclosed envelope. Please make a copy for your records.

Regards,

Bonnie Geyer, Vice Chairman
Fort Atkinson Community Foundation

Rebecca Houseman, City Manager, City of Fort Atkinson

2/9/2026
Date



MEMORANDUM

DATE: February 17, 2026

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to a contract for the design work associated with the re-striping of Janesville Avenue (Navin, Director of Public Works)

BACKGROUND

The Janesville Avenue Corridor Plan, formally adopted on June 3, 2025, identifies the conversion of the current four-lane undivided roadway into a three-lane facility—consisting of two 12-foot travel lanes and one 16-foot center Two-Way-Left-Turn-Lane (TWLTL)—as a priority "short-term" improvement. Staff requested proposals for the design work to re-stripe Janesville Avenue to a TWLTL to better understand associated costs, logistics, and intersection impacts of this proposed change identified in the Corridor Plan.

DISCUSSION

This proposed work that came out of the corridor plan is rooted in several safety and operational needs identified during the planning process:

- **Public Safety:** While residents feel safe on the adjacent Glacial River Trail, community feedback highlighted that crossing the wide Janesville Avenue roadway is currently perceived as unsafe.
- **Traffic Calming:** The existing wide, four-lane configuration encourages high traffic speeds. Implementing a "Road Diet" is a proven method to naturally calm traffic and support a reduced speed limit of 25 mph.
- **Operational Capacity:** Engineering analysis indicates that a three-lane configuration with a center turn lane can efficiently accommodate up to 14,000 vehicles per day, which is well within the traffic demands of this corridor since the opening of the bypass.
- **Cost-Effectiveness:** Restriping allows the City to achieve immediate safety and aesthetic goals while avoiding the large costs associated with a full reconstruction and still delivering necessary improvements.

FINANCIAL ANALYSIS

Staff received proposals from three companies listed in the table below. Graef - USA Inc. submitted a proposal that meets the needs of the City at the lowest cost of \$13,500.

<u>Vendor</u>	<u>Proposal</u>
Graef - USA Inc.	\$ 13,500.00
JT Engineering Inc	\$ 17,800.00
Traffic Analysis & Design Inc.	\$ 27,716.00

The contract with Graef is a **not-to-exceed amount of \$13,500**, with \$5,500 allocated for layout recommendations and \$8,000 for the final signing and marking plans.

This project was identified in the adopted 2026 budget in the Capital Improvements Program. \$24,600 was allocated for the study from the City's Transportation Fund (Fund 5). The revenue sources that support Fund 5 include levied funds (property taxes), vehicle registration fees, grants, and state aids.

RECOMMENDATION

Staff recommends that the City Council approve the design contract for the Janesville Avenue Permanent Signing & Pavement Marking Plan to Graef-USA Inc. for \$13,500 and authorize the City Manager to execute.

ATTACHMENTS

1. Graef 2026-0122_Proposal Janesville Ave Signing and Marking-GRAEF
2. JT Janesville Avenue (3rd St. to Highalnd Ave) (9-11-25)
3. TADI Fort Atkinson Janesville Avenue Pavement Marking and Signing Plans Proposal



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

January 22, 2026

Zach Navin
Director of Public Works
City of Fort Atkinson
101 N. Main Street
Fort Atkinson, WI 53538

SUBJECT: Janesville Avenue – Permanent Signing & Pavement Marking Plan

Dear Zach:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and City of Fort Atkinson (Client).

This proposal is for Janesville Avenue from Hackbarth Road to S 3rd Street (Project). It is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to provide permanent signing and pavement marking plans to convert Janesville Avenue between Hackbarth Road to S 3rd Street from a 4-lane undivided roadway to a 3-lane Two-Way-Left-Turn-Lane (TWLTL) facility.

For this Project, GRAEF proposes to provide the following Basic Services:

- Review of adopted corridor plan dated June 3, 2025 from City of Fort Atkinson.
- Provide pavement marking layout recommendations for discussions with City of Fort Atkinson. Concrete pavement jointing and asphalt scaring to be evaluated and considered during layout process. One iteration of comments on proposed layout is included in this proposal. Aerial background will be used to develop layout and sheets.
- Development of pavement marking plan of approved layout from City of Fort Atkinson.
- Development of permanent signing plan based on approved pavement marking layout, following MUTCD guidelines.
- Up to three virtual coordination meeting(s) with City of Fort Atkinson.

GRAEF will endeavor to perform the Basic Services in accordance with a mutually agreed-upon schedule.

It is our understanding that you will provide the following services, items and/or information:



collaborāte / formulāte / innovāte

- Corridor plan adopted on June 3, 2025 (already received)

You agree to compensate GRAEF for all basic services noted above on an hourly rate and direct expense basis not to exceed \$13,500. This fee is further broken down as follows:

Pavement Marking Recommended Layout & Coordination	\$5,500
Pavement Marking & Permanent Signing Plan	\$8,000

You agree to compensate GRAEF for any Additional Services on an hourly rate and direct expense basis. These services can include survey, roadway/geometric design, bidding services, construction administration, etc.

To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project.

We look forward to working with you on this important project. Please call us at (414) 266-9127 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

**Accepted by:
Zach Nacin, City of Fort Atkinson**

Julie Chapman, PE
GRAEF Project Manager, Associate

(Signature)

Alexandria Motl, PE, PTOE
GRAEF Practice Area Leader, Associate

(Name Printed)

(Title)

(Date)



collaborāte / formulāte / innovāte

Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on January 22, 2026 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of Fort Atkinson (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superseded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superseded.



September 11, 2025

Zach Navin, PE
Director of Public Works
City of Fort Atkinson
101 N. Main Street
Fort Atkinson, WI 53538

RE: Janesville Avenue (3rd Street to Highland Avenue)
Fort Atkinson, WI
Jefferson County
JT Proposal No. 25-0211

Dear Mr. Navin,

Thank you for the opportunity to submit a proposal to provide design services for Janesville Avenue from 3rd Street to Highland Avenue in the City of Fort Atkinson, WI. The project will include restriping Janesville Avenue from a four-lane facility to a two-lane facility with a two-way left-turn lane (TWLTL).

JT Engineering (JT) is accustomed to assisting local agencies in roadway design solutions and facilitating successful project delivery. The following is the proposed scope for the Janesville Avenue corridor modification.

Janesville Avenue (3rd Street to Highland Avenue)

Project Management

JT will manage the project and coordinate with the City to facilitate the Scope of Services.

Site Investigation

JT will not complete a topo survey of the roadway. Aerial images will be utilized to create plan sheets and quantities.

Engineering Design

JT will perform the following tasks for the Janesville Avenue corridor modifications:

- Complete pavement marking and signing plans for Janesville Avenue from 3rd Street to the existing two-lane section south of Highland Avenue. The following two typical sections will be utilized along the corridor:
 - From 3rd Street to Lions Park –
12-ft lane, 16-ft TWLTL, 12-ft lane, and 8-ft shoulder or parking lane that can be removed when the City moves forward with the long-term solution.
 - From Lions Park to the two-lane section south of Highland Avenue –
12-ft lane, 16-ft TWLTL, 12-ft lane, and 4-ft shoulder along the rural section that can be removed when the City moves forward with the long-term solution.
- The horizontal alignment of Janesville Avenue will match the existing roadway centerline.
- Complete staging typical sections. It is assumed the contractor will stage the pavement marking and utilize temporary lane closures:
 - Stage 1 – Close the outside lanes and remove the existing pavement marking.
 - Stage 2 – Shift traffic to the outside and close the inside lanes, remove the remaining pavement marking, and stripe the TWLTL.
 - Stage 3 – Stripe the outside lane and shoulder or parking lane.
- Determine intersection layout at the following intersections along the corridor:
 - Janesville Avenue and 3rd Street - Maintain the existing intersection, except incorporate a southbound single thru lane that matches the southbound geometry on the north side of the intersection.
 - Rockwell Avenue – A traffic analysis to verify the lane configuration is recommended. At a minimum, the TWLTL on the northbound and southbound approaches would be dropped and a dedicated left-turn lane would be provided.
 - Hilltop Trail/Klement Street – A traffic analysis to verify the lane configuration is recommended. At a

JT Engineering, Inc.

281 W Netherwood Rd., Suite 1
Oregon, WI 53575
920.468.4771

www.jt-engineering.com

minimum, the TWLTL on the northbound and southbound approaches would be dropped and a dedicated left-turn lane would be provided.

- Complete Plans, Quantities, and Estimates.
- Deliver the following:
 - 60% & Final Plan
 - Title Sheet
 - General Notes
 - Project Overview
 - Typical Sections
 - Permanent Signing & Marking
 - Staging typical for pavement remarking
 - Alignment Details
 - Quantities

Items not included

The following items are not included in this scope of work:

- Topo Survey
- Permitting
- PS&E documents

If Authorized (Traffic Analysis)

JT will perform a traffic analysis at the existing signalized intersections of Rockwell Avenue and Hilltop Trail/Klement Street with Janesville Avenue. The work will consist of:

- Mio-vision traffic counting to determine the existing turning movement counts.
- Projecting the existing counts to determine the design year volumes.
- Verifying/optimizing the intersection operations for the design year traffic and proposed lane configurations.
- Summarizing findings in a technical memorandum for the City to review.

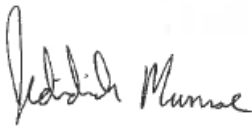
Schedule

This work shall commence upon execution of the contract. The plans will be completed in February 2026.

Professional Fees and Authorization

Compensation for all services outlined in the above scope of services for the Janesville Avenue corridor modifications consists of a lump sum fee of \$17,800. If authorized, an additional fee will consist of a lump sum of \$6,800 for the intersection traffic analysis.

Sincerely,



Jed Munroe, P.E.
Project Manager
JT Engineering, Inc.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between the **City of Fort Atkinson** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to prepare pavement marking and signing plans for Janesville Avenue from 3rd Street to Hackbarth Road (about 1.75 miles) in Fort Atkinson, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Invoices shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.
7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.
8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.
10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.
11. Any notice required by this Agreement shall be made in writing to the address specified below:
 - Client:** City of Fort Atkinson
101 N. Main Street
Fort Atkinson WI 53538
 - Attn:** Zach Navin, Director of Public Works

 - Engineer:** Traffic Analysis & Design, Inc.
PO Box 128
Cedarburg, WI 53012
 - Attn:** John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of January 22, 2026.

City of Fort Atkinson (Client)

Traffic Analysis & Design, Inc. (Engineer)

By: _____

By: 

John A. Bieberitz, P.E., PTOE

Title: _____

Date: _____

Date: 1/22/26

ATTACHMENT A

SCOPE OF SERVICES

TADI (Engineer) will prepare pavement marking and signing plans for Janesville Avenue from 3rd Street to Hackbarth Road for changing the current 4-lane undivided roadway section to a 3-lane TWLTL and possible on-street bike lanes where appropriate/possible. For the base mapping on the plans, Engineer will utilize Google Earth (2024), as a separate in-field survey will not be conducted. If any pavement marking or signing changes have been made since 2024, the Client should provide the updates. To prepare the plans, specifications and estimates (PS&E), Engineer will conduct the following tasks:

Task 1 – Pavement Marking Plans

Engineer will prepare the following plan sheets for the pavement marking plans:

- Pavement Marking Removal Plan
- New Pavement Marking Plan
- Pavement Marking Quantities Sheets
- Pavement Marking Standard Detail Drawings

Engineer will prepare specifications/standard provisions for the pavement marking. Engineer will utilize the quantities to prepare an engineer's estimate for the pavement marking removals and installations

Task 2 – Signing Plans

Engineer will prepare the following plan sheets for the signing plans:

- Signing Removal Plan
- Signing Installation Plan
- Signing Quantities Sheets
- Signing Standard Detail Drawings

Engineer will prepare specifications/standard provisions for the signing plans. Engineer will utilize the quantities to prepare an engineer's estimate for the signing removals and installations

Task 3 – Submittal

Engineer will compile the plan sheets, specifications/standard provisions and engineer's estimate to the Client via electronic pdf files (no paper copies will be provided) for contractor bidding or City installation.

SCHEDULE

Engineer will submit the plans, specifications and engineer's estimate to the Client within five weeks of authorization. If the plans, specifications and engineer's estimate is needed sooner, Engineer will make every effort to meet the requested submittal date.

COMPENSATION

For all the services described above, Client shall pay Engineer a lump sum fee of Twenty-Seven Thousand Seven Hundred Sixteen Dollars (\$27,716.00).

All services not cited in the Scope of Services, will be conducted as additional services under an Amendment to this Agreement.



MEMORANDUM

DATE: February 17, 2026

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action relating to Robert Street and South 3rd Street Intersection Study (Navin, Director of Public Works)

BACKGROUND

Between November 24 and November 25, 2025, staff received three formal Traffic Review Requests from residents expressing safety concerns regarding the pedestrian crossing at this intersection of Robert Street, Janesville Avenue, and S. Third Street. These requests were prompted by a pedestrian being struck by a vehicle on October 20, 2025, as well as several observed near-misses. Specific concerns raised by the public include:

- Perceived insufficient time provided by the pedestrian crossing beacons.
- Vehicles traveling southbound on Robert Street failing to stop at the intersection.
- Dangerous vehicle movements, specifically right-hand turns from S. 3rd Street onto Robert Street while pedestrians are in the crosswalk.

At the December 11, 2025, Transportation and Traffic Review Committee meeting, staff was directed to conduct a formal analysis of the intersection and provide recommendations for safety improvements.

DISCUSSION

Due to the technical nature of traffic signal timing and the legal requirements for crash pattern analysis, staff sought professional proposals to ensure any proposed modifications meet safety and engineering standards. Staff received two proposal for a traffic analysis of this intersection JT Engineering, Inc. and Transportation Analysis & Design, Inc. (TADI) The proposed scope of work includes:

- Data Collection: Performing weekday turning movement counts for both vehicles and pedestrians using Miovision video data to observe actual behavior patterns.
- Crash Analysis: Reviewing eight years of crash history to identify patterns; preliminary data shows four vehicle-versus-pedestrian/bicycle crashes at this location, all resulting in injuries.
- Operational Analysis: Evaluating existing signal timing and pedestrian intervals.
- Improvement Modeling: Investigating specific solutions such as signal timing adjustments, relocating the pedestrian crossing to the south approach, and equipment or signage upgrades.

While the proposal from Traffic Analysis & Design, Inc. (TADI) is nominally lower in base cost,

staff believes the JT proposal offers superior value and a more comprehensive analysis for the City’s specific safety needs. Although there is a marginal \$472 difference between the two base fees, staff recommends the JT Engineering proposal based on the following factors:

- Depth of Safety Analysis: JT has proposed to analyze eight (8) years of crash history to identify potential safety measures. In contrast, the TADI proposal only includes the last five (5) years of electronic crash data. Given the complexity of this intersection and the recent serious pedestrian injury, a longer historical data set is critical for identifying long-term patterns and justifying future infrastructure changes.
- Preliminary Site Insight: JT has already performed preliminary work by obtaining the eight years of data and identifying that all four vehicle-versus-pedestrian/bicycle crashes at this location resulted in suspected injuries. Their proposal already identifies a specific potential solution—relocating the pedestrian crossing to the south approach of the intersection—which shows a more advanced understanding of the site's unique challenges.
- Comprehensive Deliverables: The JT proposal explicitly includes cost estimates and conceptual drawings for all evaluated improvements within their memorandum. These items are essential for staff to transition from the study phase into the Capital Improvement Plan (CIP) and to apply for future grants.

FINANCIAL ANALYSIS

The \$9,800 fee is a modest investment for a study that addresses significant liability and public safety concerns. The additional \$472 spent on the JT proposal ensures a deeper historical analysis and provides the conceptual drawings and cost estimates required for immediate project implementation.

Vendor	Proposal	Additions	Total
JT	\$ 9,800.00		\$ 9,800.00
TADI	\$ 9,328.00	\$ 1,522.00	\$ 10,850.00

As shown in the previous agenda item, \$24,600 was included in the approved 2026 budget for the design of the re-striping of Janesville Avenue. The cost of that project came in under budget at \$13,500, leaving \$11,100 in Fund 5 that could be used for another purpose. Staff proposes to use \$9,800 of those funds for this project.

RECOMMENDATION

Staff recommends the City Council approve the contract with JT Engineering, Inc. at a cost not to exceed \$9,800.00 to study the Robert Street/Janesville Avenue & 3rd street intersection, and authorize the City Manager to execute.

ATTACHMENTS

1. JT-Robert St_Janesville Ave_S 3rd St Intersection Study Letter
2. TADI-Fort Atkinson Pedestrian Safety Study Scope 12-15-25



January 14, 2026

Zach Navin
Director of Public Works
City of Fort Atkinson
101 N. Main Street
Fort Atkinson, WI 53538

Subject: Intersection Study Proposal
Robert Street/Janesville Avenue & S. 3rd Street
City of Fort Atkinson
Jefferson County
JT Proposal No. 25-0338

Dear Mr. Navin,

JT Engineering, Inc. is pleased to submit this proposal to provide an intersection study for Robert Street/Janesville Avenue & S. 3rd Street. JT Engineering (JT) is accustomed to assisting local agencies in roadway design solutions and facilitating successful project delivery. The following is the proposed scope for the Robert Street/Janesville Street & S. 3rd Street intersection study.

Intersection Study

- Perform weekday intersection turning movement counts between the hours of 6 am to 7 pm. Counts will include both vehicle and pedestrian data.
 - Utilize Miovision video data to observe pedestrian patterns
- Analyze crash history, provide a crash diagram, and identify potential safety measures to mitigate crash patterns.
 - JT obtained 8 years of crash data for the intersection of Robert Street/Janesville Avenue & S. 3rd Street for use in identifying crash patterns and potential causes.
 - Two vehicle versus pedestrian and two vehicle versus bicycle crashes were reported. All four were suspected minor injury crashes and all four occurred during the day with dry pavement conditions.
 - One angle crash, six rear end crashes, and two single vehicle crashes were reported. In total, there was one suspected injury crash and eight property damage only crashes. Most of the crashes occurred during the day with over half occurring on wet/slushy/snowy pavement conditions.
- Analyze existing intersection operations including signal timing and pedestrian intervals.
- Investigate the following improvements to increase pedestrian safety and improve vehicle operations:
 - Changes to signal timing
 - Changes to pedestrian intervals
 - Relocating the pedestrian crossing to the south approach of the intersection
 - Additions/upgrades to signal equipment, signing, and/or pavement marking

- Produce a memorandum summarizing intersection operations and potential safety/operational improvements. The memorandum will include cost estimates and conceptual drawings for the evaluated improvements.

Schedule

The work shall commence upon execution of the contract, and the memorandum will be completed by February 28, 2026.

Professional Fees and Authorization

Compensation for all services outlined in the above scope of services for the Robert Street/Janesville Avenue & S. 3rd Street intersection study will consist of a lump sum fee of \$9,800.

Sincerely,



Rich Glen, P.E.
Project Manager
JT Engineering, Inc.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between the **City of Fort Atkinson** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to conduct a traffic safety study at the intersection of Roberts Street and 3rd Street, in Fort Atkinson, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Invoices shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.
7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.
8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.
10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.
11. Any notice required by this Agreement shall be made in writing to the address specified below:
 - Client:** City of Fort Atkinson
101 N. Main Street
Fort Atkinson WI 53538
 - Attn:** Zach Navin, Director of Public Works

 - Engineer:** Traffic Analysis & Design, Inc.
PO Box 128
Cedarburg, WI 53012
 - Attn:** John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of December 15, 2025.

City of Fort Atkinson (Client)

Traffic Analysis & Design, Inc. (Engineer)

By: _____

By: 

John A. Bieberitz, P.E., PTOE

Title: _____

Date: _____

Date: 12/15/25

Initial here to authorize Optional Trajectory Task

ATTACHMENT A

SCOPE OF SERVICES

TADI (Engineer) will conduct a traffic and safety analysis of the intersection of Roberts Street and 3rd Street in response to safety concerns, particularly about pedestrian safety. To conduct this analysis, evaluation and recommendations, Engineer will conduct the following tasks:

Task 1 - Data Collection

Engineer will conduct a 13-hour intersection turning movement count (6 AM to 7 PM) during a typical weekday. Winter snow events will be avoided since they could impact traffic and pedestrian volumes. The traffic turning movement counts will be conducted per WisDOT standards counting cars, trucks, buses, bikes and pedestrians separately per movement in 15-minute increments. The traffic counts will be processed per WisDOT standards and templates.

Engineer will compile the traffic count data to determine the weekday AM and PM peak hours.

Task 2 – Traffic Analysis

Engineer will analyze the traffic signal timing and capacity of the intersection by conducting software analysis of the following two conditions:

1. Existing Conditions (to provide a basis of comparison)
2. Improved Conditions (with recommended traffic signal timings, including pedestrian walk times and safety improvements from the Safety Analysis – Task 3)

Engineer will compare the Existing Traffic Operations to the Improved Traffic Operations and will note the differences. Engineer will provide recommendations as needed to provide LOS D or better for all traffic movements.

Task 3 – Safety Analysis

Engineer will retrieve the last five years of electronic crash data from the Wisconsin Department of Transportation (WisDOT) via the WisTransPortal. Engineer will compile crash statistics and prepare intersection collision diagrams for the intersection of Roberts Street and 3rd Street. The crash patterns will be analyzed to determine what engineering improvements could be implemented to address the crash patterns and crash rate. Any recommended safety improvements will be analyzed in Task 2, Traffic Analysis.

Task 4 – Technical Memorandum

Engineer will summarize the traffic counts/data collection, traffic analysis, safety analysis, findings and recommendations in technical memorandum with text, tables, exhibits and appendix of the traffic count data and analysis outputs.

SCHEDULE

Engineer will submit a technical memorandum within three to four weeks of authorization, due to winter weather conditions. If the technical memorandum is needed sooner, Engineer will make every effort to meet the requested submittal date.

COMPENSATION

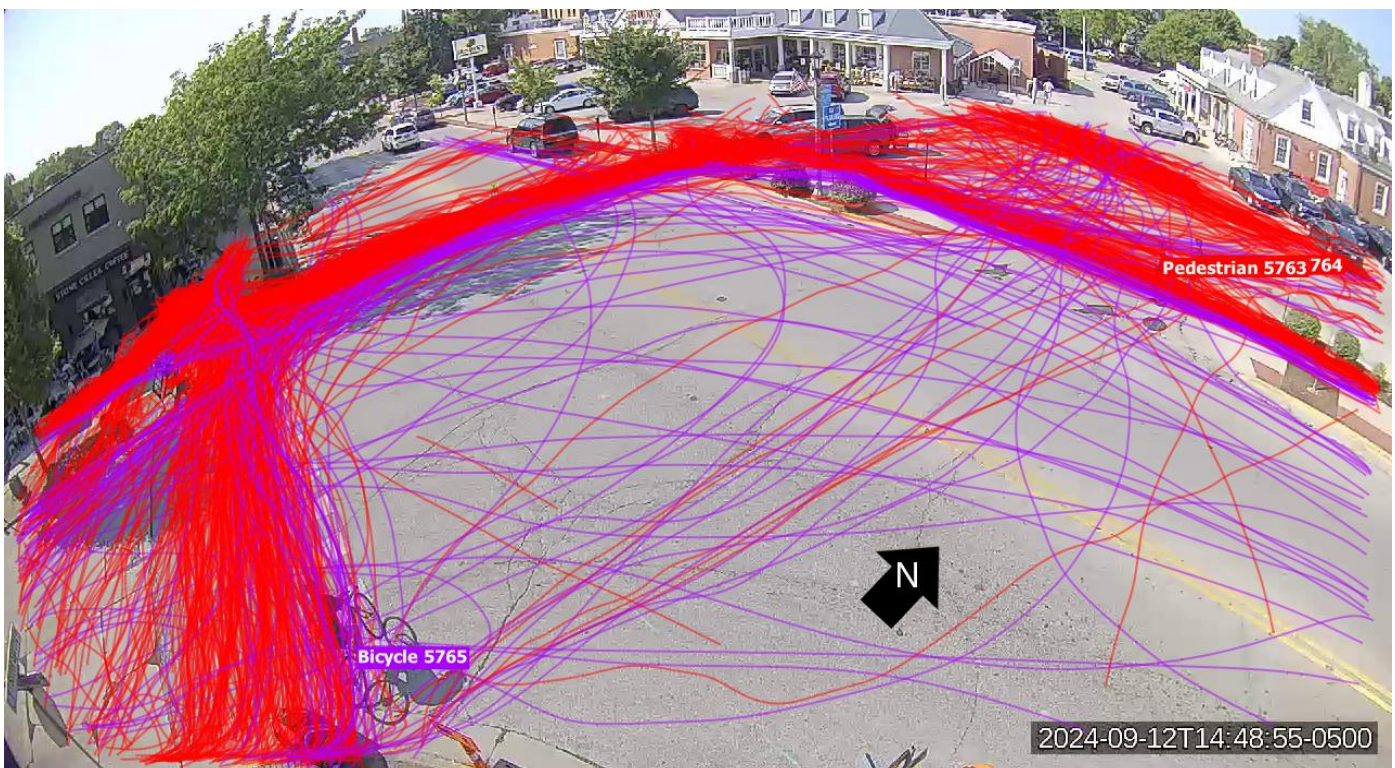
For all the services described above, Client shall pay Engineer a lump sum fee of Nine Thousand Three Hundred Twenty-Eight Dollars (\$9,328.00).

If the recommended optional task described below is authorized, Client shall pay Engineer an additional lump sum fee of One Thousand Five Hundred Twenty-Two Dollars (\$1,522.00).

All services not cited in the Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

RECOMMENDED OPTIONAL TASK – Additional \$1,522.00

Engineer will provide visual trajectory data for roadway users and note any near-collisions that occur during the daylight hours of the traffic count. An example of the trajectory data is shown below for pedestrian (red) and bicyclist (purple) traffic at an intersection in Whitefish Bay, WI. Engineer will utilize this additional data for the safety analysis and traffic operational analysis. Engineer will prepare exhibits of the trajectory data for the technical memorandum to illustrate the current traffic patterns and safety/near-miss collisions at the intersection.





MEMORANDUM

DATE: February 17, 2026

TO: Fort Atkinson City Council

FROM: Minetta Lippert, Library Director

RE: Review and possible action relating to the Dwight Foster Public Library website redesign project (Lippert, Library Director)

BACKGROUND

The library's website is an essential tool the Dwight Foster Public Library uses to share information about the library and its programs and services as well as online catalog access and direct access to online resources and databases. The library's website was last redesigned in 2016 by TallGuy Productions. In April 2024, the Department of Justice issued a final rule with specific requirements for state and local government entities regarding web and mobile app accessibility. The Dwight Foster Public Library, as part of the City of Fort Atkinson, must comply with the rule by April 26, 2027.

DISCUSSION

Library staff identified a website redesign project as a solution to improve the library's online presence and gain access to website support while also moving the library closer to web accessibility compliance in an efficient manner. Library staff gathered website company recommendations from other library professionals in the Bridges Library System and also talked to City staff. Based on these recommendations, library staff sought website redesign and annual hosting proposals from LibraryMarket and Revize.

Option 1: LibraryWebsite by LibraryMarket
Website design and development: \$24,900
Website annual maintenance and hosting: \$2,000

Option 2: Revize
Website design and development: \$7,500
Website annual maintenance and hosting: \$2,600 in year 1 with a 4% annual increase starting in year 2

Notes: Because both the City of Fort Atkinson and the Dwight Foster Public Library are pursuing a "joint forces contract" with Revize, Revize is offering significantly lower cost proposals to both the library and the City. Compared to the original individual contracts, the library would save \$2,500 and the City would save \$3,280 in year 1.

Library staff discussed the pros and cons of LibraryMarket’s and Revize’s website proposals. Both companies have extensive expertise in designing websites for libraries across the country. Both companies develop websites in compliance with WCAG 2.1 or 2.2 Level AA guidelines. Both companies’ proposals include developing all the individual webpages. Ultimately, the cost and ability to partner with the City for further cost savings tipped the scales in favor of pursuing an agreement with Revize.

FINANCIAL ANALYSIS

The library did not include the website redesign project in the 2026 operating budget or CIP plan. However, new awareness of the ADA web accessibility rule and deadline has highlighted the benefits of pursuing a website redesign now.

The library intends to pursue a Fort Atkinson Community Foundation designated fund grant to cover the website development cost of \$7,500. Additionally, the library intends to pursue a Bridges Library System non-competitive innovation grant to cover the year 1 hosting and maintenance cost. After year 1, the library plans to include the annual hosting and maintenance costs in the library’s operating budget. Pursuing grants to cover the initial costs would allow the library to proactively proceed with a website redesign now.

On Monday, February 9, 2026, the Library Board approved moving forward with the website redesign project with Revize and applying for a Fort Atkinson Community Foundation designated fund grant to pay for the website development cost. Wis. Stat. § 43.58(1) states, “The library board shall have exclusive control of the expenditure of all moneys collected, donated, or appropriated for the library fund.” In general practice, this means that once revenues (levied by the City, donated, or allocated by the County) are put into the library fund, the Library Board has exclusive control over the associated expenditures. The City’s Financial Stability Guidelines indicate that purchases over a certain threshold must be approved by the City Council. While library expenditures are generally outside the purview of the City Council, staff are bringing this proposal to City Council for review in order to follow the City’s financial policy. Staff also recognize that the proposed funding source for this project is grant funds, not funds already appropriated for the library fund.

RECOMMENDATION

Staff and the Library Board recommend that the City Council approve a website redesign project with Revize and applying for a Fort Atkinson Community Foundation designated fund grant to cover the initial website development cost of \$7,500.

ATTACHMENTS

1. LibraryWebsite Project Proposal 01162026
2. Revize Website Proposal 01212026
3. Revize Updated Website Redesign Agreement 01302026



Prepared by:

LIBRARYMARKET

PO Box 17332
Jonesboro, AR 72403
(888) 234-3805
info@librarymarket.com

Project Proposal

LibraryWebsite

Prepared for:

Dwight Foster Public Library
209 Merchants Avenue
Fort Adkinson, WI 53538

Created:

January 16, 2026
Estimate valid for 90 days.

WHO WE ARE

*Library**Market** is a small strategic design agency exclusively committed to providing creative and cost-effective branding, marketing, and technology solutions for libraries and their communities.*

Meet Hootie.

Hootie's been with us since the very beginning. He's here to let you know that we give a hoot!



Our Mission

Our team's combination of library, marketing, and technology experience allows us a unique perspective when developing strategies for libraries. We can propose and deliver solutions with a distinct advantage over outside firms because we focus exclusively on libraries.

Our mission is to help libraries connect to their communities by offering superior marketing and technology products.

Our Beliefs

We believe that libraries are more successful when they can engage their users through quality technology and branding. Our goal is to provide innovative and elegant solutions to expand the reach of libraries. We are committed to products streamlined for use by patrons and libraries alike.

Our Values

Library Market proudly reflects values that public libraries put into practice every day. We remain rooted in our library origins and understand the importance of diversity and inclusion in ensuring all community members are heard and supported, regardless of their race, ethnicity, gender or gender identity, sexual orientation, religion, (dis)ability, or place of origin.

We believe patron privacy, intellectual freedom, and free access to information are fundamental rights and work to make sure we help our clients achieve their goals within this framework.

What We Do

- Web development
- Marketing and branding services
- Integrated calendar for events, registrations, and room reservations

OUR STORY



The story of Library Market began at the Craighead County Jonesboro Public Library, where co-founders Ben Bizzle and Joe Box formed a creative team that revolutionized the library's approach to digital services and marketing and resulted in a 2012 John Cotton Dana Award. Recognizing that libraries across the nation faced similar challenges in effectively reaching their patrons, Ben and Joe looked to create a company that would provide exceptional website and marketing services for the library industry.

The founding vision of Library Market was helping these libraries engage their

communities with innovative, affordable products that reflected the day-to-day operations and budgets of libraries.

To turn this vision into reality, Joe and Ben approached designer Steven Trotter and project specialist Valerie Carroll, who were instrumental in transforming CCJPL's website. With this partnership in place, Library Market began assembling a talented team of software developers, project managers, and support staff to guarantee the company could deliver creative branding and software solutions for the library industry.

Library Market has grown rapidly since its inception, developing award-winning solutions and setting a new industry standard for quality and flexibility in the areas of website, calendar, and branding for libraries of all sizes.

OUR TEAM

Library**Market** is a small firm with a close-knit staff, each of whom plays a vital role in managing, developing, and designing all of our products. Our staff includes:



BEN BIZZLE
chief executive officer
& owner

As founder and CEO, Ben develops the vision for our projects and coordinates with clients to ensure we provide the best possible product.

12 Years Library Experience
24 Years IT Experience



STEVEN TROTTER
chief creative officer
& owner

Steven is responsible for all creative aspects of our business, including information architecture, site design, and marketing & branding.

25 Years Design & Branding Experience
15 Years User Interface Design Experience



VALERIE CARROLL
chief operating officer
& owner

Valerie works directly with clients to help translate their goals into deliverables. She manages web and branding projects and day-to-day operations.

5 Years Library Experience
5 Years Project Management Experience
Master of Arts, English
Bachelor of Arts, English



JOE BOX
chief information officer
& owner

Joe is responsible for leading our team in QA and testing procedures for our projects, ensuring all features work as intended.

13 Years Library Experience
16 Years IT Experience

OUR TEAM

DUSTIN HOOD

project manager

Dustin is responsible for managing Library**Calendar** projects, making sure we identify client needs, and deliver a successful transition to the new platform.

6 Years Project Management Experience

LINDSAY SARIN

project manager

Lindsay manages website projects and supports customers from project kickoff through training to ensure that their website meets their current and future needs.

9 Years Library Experience
8 Years Project Management Experience
Master of Library Science
Bachelor of Science, English & History

HAYLEY WEBB

lead content manager

Hayley is responsible for reviewing and translating the content package during the development process, ensuring that it fits the client's goals.

5 Years Content Management Experience

Master of Arts, English
Bachelor of Arts, English

CLAY FREEMAN

chief technology officer

Clay's attention to detail makes him a keen director of all technical aspects of our projects, including managing development staff and site architecture and deployment.

8 Years Web Development Experience

Master of Science, Computer Science
Bachelor of Science, Computer Science

JEREMY JACKSON

lead frontend developer

Jeremy manages display tools including theme configuration, development of CSS, and JavaScript.

4 Years Web Development Experience

CLAY LIDDELL

lead backend developer

Clay leads research and development for new calendar features, validation, and data structures.

5 Years Web Development Experience

Bachelor of Science, Computer Science

Section One

LibraryWebsite *design & development*



OUR WORK



Madison County Public Library

Designed bright, colorful logo and matching website theme to reflect the library and its community.

Richmond, KY

www.madisonlibrary.org

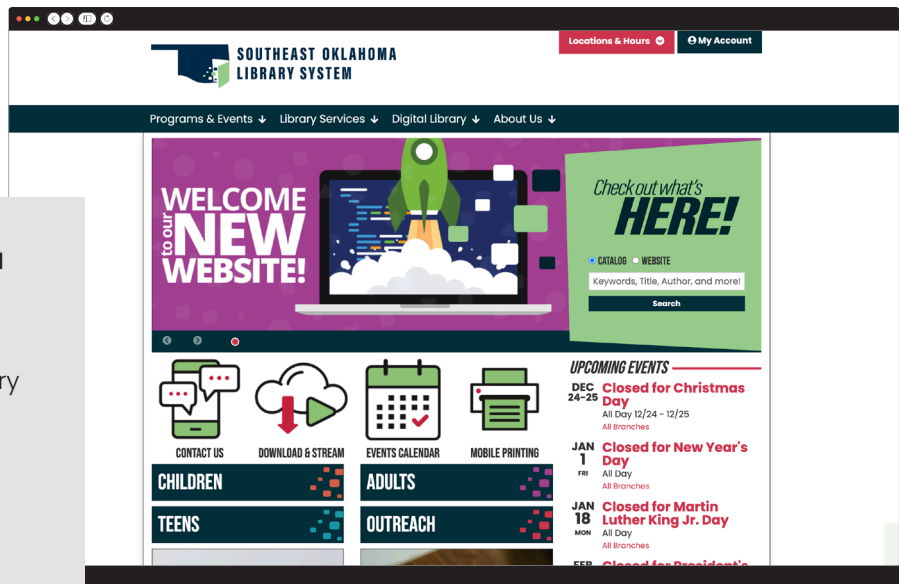


Southeast Oklahoma Library System

Website design and development for a 15-library system covering seven counties in Oklahoma.

McAlester, OK

www.seolibraries.com



Check out our website for even more examples of our work & product details! www.librarymarket.com

OUR WORK

CONTINUED



Ames Public Library

Website designed with green tones, pops of color, and geometric elements to match existing brand and building.

Ames, IA

www.amespubliclibrary.org



Sayville Library

New logo combining a light bulb and local street map in saturated brights with matching website theme.

Sayville, NY

www.sayvillelibrary.org



Check out our website for even more examples of our work & product details! www.librarymarket.com

EXECUTIVE SUMMARY

Benefits of a LibraryMarket Website

With our library, design, and development backgrounds, Library Market knows that having a beautiful, functional website increases your capacity to serve your community. An effective website allows you to meet your patrons' and staff's changing needs, promotes the excellent work you do, and serves as a portal for library users to access your resources. We prioritize ease-of-use for our clients, empowering your staff at all levels to efficiently manage the website and focus on content, not web development. We include multiple layers of live training, training videos, a complete website manual, and ongoing customer support.

Our standard practice is to include Library**Calendar**—a fully-integrated event, registration, and room reservation system—with the websites we build.

If selected for this project, Library Market will develop a website for your library with these goals in mind.

Design

- Developed to be clean, modern, and user-friendly
- Designed to reflect the values and personality of the library
- Themed around the library's branding

Public Website

- Helps users find information quickly and easily with intuitive navigation tools
- Highlights upcoming library events
- Includes tools for marketing collections, like book rivers and database views
- Is fully responsive on desktop and mobile environments
- Integrates with the library's third-party services

Content Management

- Allows staff to quickly and easily edit and add information with custom content types and integrated forms
- Uses intuitive blocks and layouts that make creating and customizing pages simple
- Provides granular access roles to allow multiple staff members various levels of editing permissions
- Founded on a robust database that allows an administrator to quickly search, sort, and filter site content

We know that libraries prioritize the needs of their communities. A Library**Website** from Library Market will allow you to highlight and promote your digital services to patrons, and our robust calendar system will facilitate your programming. Our mission is to work with library clients to build a website that is attractive, functional, reflects the community's needs, and allows the website to grow with the library.

FEATURES

LibraryWebsite

LibraryWebsite is an extremely adaptable platform for your library to promote its services and connect patrons with the resources you provide, all within an elegant design and intuitive navigation framework. Through a thorough information-gathering and discovery process, we pinpoint the best way to implement our features for your library. Our team will work with you to craft all of the content for launch, then provide staff training so the website can continue to grow with the library. If you have any questions about the features below, please do not hesitate to contact us!



Modern, Clean Theme with Logo & Color Scheme

During the initial phase of your project, our designers develop a design strategy for your new website. Using your logo and brand, including the color palette, text hierarchy, and graphics, our staff creates a modern, accessible design for presenting your library's content. Our key focus is creating a UX that allows users to find what they are looking for and attractively reflects the library and its personality.



Efficient Navigation

Library Market's websites are optimized for ease-of-navigation. From uncluttered layouts to a fixed top menu bar with hover styling, pages are designed to help users find what they need. Our streamlined design and consistent UX helps minimize scrolling and clicking.

The header and footer include the library logo, top navigation menu, hours, contact information, search tool, social media links, and other vital information. The homepage serves as a portal for patrons to access highlighted services, in part through a prominent slideshow feature. An announcement region allows emergency information to be displayed. Custom, dynamic tools such as upcoming events feeds, quick links, newsletter sign-ups, and feedback forms can be added to pages, allowing the library to point users to promoted resources and services.



Speed & Reliability

Our websites offer your staff and patrons a seamless web experience with no lags in response time. Presently, we host on Pantheon, a premier containerized environment that offers in-built protection for database failures and server traffic fluctuations.

FEATURES

CONTINUED



Mobile & Tablet Users

All Library Market websites are fully responsive, which means they are mobile and tablet-friendly. The content and layouts adapt to screen size, stacking vertical elements as needed for narrower displays. On mobile, some areas may be collapsed to best adapt to screen size and ensure an equitable experience for all users, regardless of their device.



Third Party Integrations

Library Market websites allow you to incorporate and highlight your third-party vendor resources like databases and streaming services. Using custom library content types, we enable your patrons to locate and access these resources easily. Many of these services offer JavaScript, iFrame, or GET widgets and functions, which can be included in strategic locations. Integrations need to be evaluated on a case-by-case basis for suitability. Some examples of possible integrations include EBSCO Discovery Service, live chat (via LibraryH3lp, Tidio, Bold360, and others), LibraryAware, Niche Academy, and fundraising platforms.



CRM & Email Marketing Integration

Our websites allow for easy integration of your contact management system with the ability to add third-party forms to allow for email and newsletter sign-ups. Library**Calendar** also includes customized reporting that can be incorporated into marketing strategies.



Events & Reservations Calendar

Library Market's integrated Library**Calendar** system allows you to create and manage events with ease. Display options include a calendar view and upcoming events feed that can be placed on the homepage and throughout the site. Registration can be enabled on any event and incorporates email reminders and notifications. With Library**Calendar** room reservations, patrons can see which rooms are available and submit reservation requests. Staff notification emails are sent automatically. Downloadable reports are available for all calendar functions. For more information, see pages 17-27.

FEATURES

CONTINUED

LibraryWebsite



Content Types

Library Market's websites include several custom content types built exclusively for libraries. Adding content is as easy as filling out a form, and each content type includes a built-in display. Some of these content types include:

- **Book Rivers** - a sliding "river" tool or a grid layout. This content type allows staff to build lists to promote various parts of the collection; this can be used as a replacement for (or in conjunction with) third-party services like Select Reads, Bookletters, or LibraryAware.
- **Databases** - lists databases and other online resources, including in-house ones and ones provided by consortia or groups. Displays each as a block with an image, description, and link. These blocks have taxonomy terms associated with them that allow databases to be searched, filtered, and placed on multiple pages. An optional detail page can provide resource-specific help, guides, and tutorials. Streaming and downloading platforms like OverDrive, hoopla, Kanopy, and others can be included here or as a separate content type.
- **Gallery Items** - displays art, images, and other media items as a block, including basic information along with a link to a detailed item record. Like databases, these blocks have taxonomy terms associated with them that allow items to be searched and filtered.
- **Blogs/News** - allows staff members to create and manage blog posts and news updates. Taxonomies such as category or age group will allow blog posts to be filtered and placed on pages across the site.
- **Staff/Board** - manages a personnel directory that can include titles, contact information, profiles, and images for library staff members and board officials.



Page Designs & Templates

The website design mockup will include layout designs for the homepage, landing pages, content pages, calendar view pages, event detail pages, and any other high-level pages requested by the client. Appropriate templates for these pages are created for the site, in addition to any others that are needed. These templates are designed to be flexible and allow for layouts that are fully customizable to support the page's content needs.

FEATURES

CONTINUED



Integrated Forms

Library Market websites come equipped with robust integrated webforms allowing you to collect data on a secured platform. We will help you move existing forms during our content development and migration processes, optimize them, and help you identify new opportunities to collect necessary information and automate standard functions.



Social Media Integration

Library Market solutions include tools that allow you to integrate your social media platforms into the website. This includes placing links for Facebook, Twitter, Instagram, and others in consistent locations across the site and providing staff and patrons the tools to share library events on Facebook and Twitter. This process requires staff management and cannot be fully automated; however, a service such as an Add This bar may streamline it.



Integrated Catalog & Website Search

Users are able to search the catalog for library materials and the website for events and information from an integrated search box. This feature is placed in a high-frequency location (such as below or in the header) that is present on every user-facing page.



Administrative Interface

Library Market provides tools to allow you to manage your website easily. This includes an intuitive block layout to customize existing pages and create new ones with ease. Blocks can include text, photos, videos, and links; custom “view” blocks based on our content types allow you to display databases, events, job openings, staff info, board minutes, etc. The site will also include Drupal’s webforms module, allowing staff to create and collect responses from custom forms.



Staff Accounts

Library Market will create one top-level site administrator who has full access and can create new users. These user accounts have granular access, meaning multiple people can maintain the site with different editing ability levels. From the top-level administrator to general staff users, all staff members must log in with user names and passwords to secure staff functions and any patron information. Our sites include five default roles and the ability to add new roles (and permissions for those roles) to accommodate specific workflows required by the library.

FEATURES

CONTINUED



Discovery & Data Gathering

Library Market will meet with the library's website team to discuss the library's brand, the library's marketing and website goals, and the new website's desired look and feel, including what items need to be included on the homepage. We will provide multiple exercises to gather internal and external data to inform the library, such as:

- Staff and patron surveys
- "Likes & Dislike" of other Library Market sites
- A complete audit of the current site with recommendations for updated information architecture and content



Content Migration

Library Market will work with the library to build a content package that may include content to be exported from the existing website and new content developed by the library. We will make site map recommendations based on our experience with best practices in libraries. Library Market's content manager will place all content from the package on the new website with appropriate caps placed on archived content such as board minutes or blog posts; staff receives thorough training that allows them to place any new content after site launch. Library staff will export overall calendar content to the new Library**Calendar** system, including events, registrations, and room reservations (an optional, add-on migration service is available for a limited set of other calendar platforms—see Library**Calendar** section for more detail).



Usability Testing

The website will undergo a comprehensive system of testing to ensure that all features, styling, and content are functioning and responsive across a range of modern browsers (Chrome, Firefox, Edge, and Safari; limited support available for IE10/IE11) and devices. Library Market will test the site and provide the library access to the production site to perform testing. Library Market incorporates client feedback into site revisions.

FEATURES

CONTINUED

LibraryWebsite



Style Guide

As part of the design process, Library Market will provide the library with a website style guide that lists the design specs. This includes the color palette, text hierarchy (H1-H6), padding, button styles, image specifications, etc.



Training & Support

Library Market's customer service team is available via phone, email, and our help desk system. All of our clients receive periodic updates with new features and improvements as they become available. Additionally, extensive live staff training and user manuals are included with every website implementation.



Accessibility

Library Market designs and develops websites in compliance with WCAG 2.2 guidelines so that users can access the site using assistive technology and alternate navigation methods. We ensure that all styles and features pass Level AA Success Criteria and Conformance Requirements as outlined in the Americans with Disabilities Act and Section 508 of the Workforce Rehabilitation Act. We will provide resources to help the library maintain accessible content post-launch (using site hierarchy appropriately, maintaining passing color contrast, and writing appropriate alt text for images).



Site Security

Site security (HTTPS) is included through Pantheon and does not require the purchase of an SSL certificate. We protect the site from spam and abuse by using CAPTCHA and reCAPTCHA 2.0. Please note, the site can only be secured if all third-party integrations with embedded website functionality (the catalog, donation forms, other widgets) are also stored on HTTPS. This is required for any site using eCommerce functionality.



Hosting & Maintenance

Included with the annual hosting fee are updates of server software, CMS, and plugins that keep the website current, as well as ongoing support

FEATURES

CONTINUED



Optional Services

Slide Package – our designers will create a set of 10 professionally designed slides for events or services determined by the library for use on the homepage.

Support Retainer – 36 hours of post-launch development or design work for any client requests for new features.



Technical Specifications

Content Management System	Drupal 10
Open Source Modules	✓
Database	MySQL-compatible
Language	PHP 8
Hosting	Linux using Nginx
Edge, Firefox, Chrome & Safari Supported	✓
Site Tracking	Google Analytics
Site Hosting	Pantheon

Section Two

LibraryMarket

*project process &
management*



PROJECT PROCESS



Discovery



Determine the purpose, goals, target audience, and content for the new website and begin drafting design principles for its overall look and feel. Direct library in compiling the content package of copy, images/graphics, documents, links, etc., to be placed on the site.



Design



Build a plan for the website that includes the development of information architecture, site design, and design proofs of any custom content types created for the library.



Development



Begin development, turning the design and wireframes into a functional website.

CONTENT PLACEMENT

As development continues, our team will migrate, place, and style content according to the approved site design and information architecture.

QA & TESTING

Our team will test forms, scripts, accessibility, navigation, user accounts, and other items across multiple web browsers and on desktop and mobile devices.



Delivery



Conduct training in advance of the website launch, continue QA & Testing procedures, and coordinate the technical side of launch with the library's systems administrator.

TRAINING

Library staff members will gain access to the back end of the production site and receive live training from our team on all functions of the new website. Any training sessions will be recorded, and user manual(s) for all site functions will be provided.

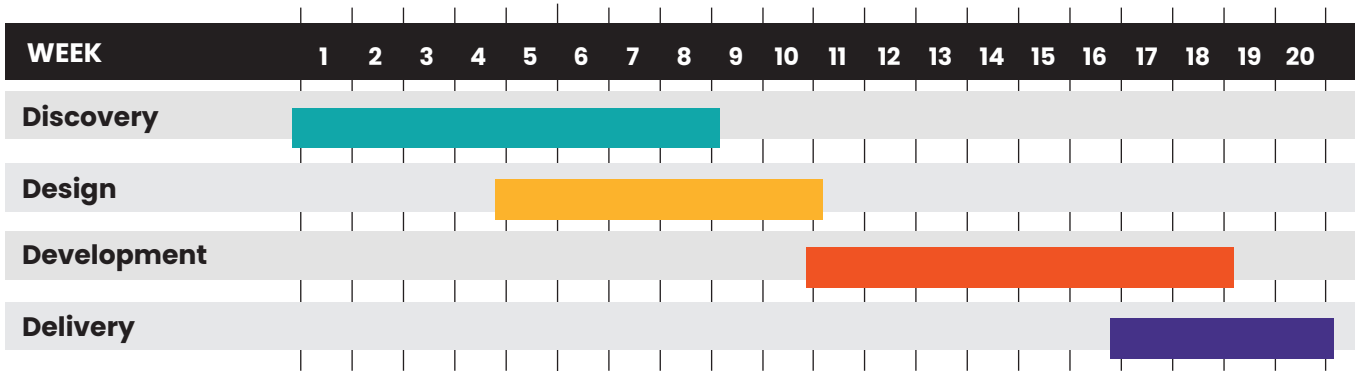
LAUNCH

On the launch date, Library Market will coordinate with the library's team to make sure everything goes smoothly and all functions and features are working as intended in the live environment.

HOSTING & MAINTENANCE

Included with the annual hosting fee are updates of server software, CMS, and plugins that keep the website current as well as ongoing support.

STANDARD TIMELINE



DISCOVERY *estimated hours: 24*

Discussions	Design Discovery Meeting, Content Review & Development
Decisions	Set project timeline, outline desired features of new website
Deliverables	Detailed project plan, Findings Report, Site Map, Content Templates

DESIGN *estimated hours: 27*

Discussions	Design Discovery, Design Review
Decisions	Approve site design
Deliverables	Page mockups

DEVELOPMENT *estimated hours: 54*

Discussions	Content Package Review, Administrator Training
Decisions	Finalize site launch plan
Deliverables	Production website, admin site access

DELIVERY *estimated hours: 21*

Discussions	Staff Training
Decisions	N/A
Deliverables	Live website and staff user manual

SCHEDULING

Upon acceptance of our offer, we will set dates for the project, starting with the launch date and working backward.

We work with our clients to pinpoint the best launch date for them that fits in our development calendar. Some condensing or expansion of the timeline is possible based on individual project considerations. Both Library Market staff and the library project team play a large role in determining the pace of content package delivery, decision making, and staff training.

Library Market will make all efforts to keep within the timeline, and we rely on our clients to help us do so by meeting deadlines for making decisions and providing critical information during the project process.

CLIENT SUPPORT



How We Manage Projects

Once a proposal is signed, you'll be assigned to a dedicated project manager, who will shepherd you through the process. Library Market uses a modified version of Agile project management to ensure a fully-functioning product at launch. We believe in transparency, and you can expect regular updates from your project manager.

Our developers use git for version control. All of our sites are tested in a development environment multiple times to ensure technical and theme conformance and user functionality before code is pushed to the production site.



Training

We work with clients closely to identify the right training schedule and process for their staff using a blend of live and static training resources. Training begins as the Development phase draws to a close. At that time, the client is equipped with a staff administrator login for the production site and attends live training sessions. We have administrators begin their training process early on to ensure they can familiarize themselves with site functions. Additional training sessions are scheduled based on staff roles and needs. Live training sessions are held via Zoom and are recorded for future use. Most clients receive 4-6 hours of live training in total. A full manual, including step-by-step instructions, is included for all products.



Support

Ongoing support for the website includes bug fixes, upgrades, and support for existing features. Regular support hours are Monday-Friday, 8 a.m.-5 p.m. CST. Additional support needs, such as new feature requests, additional staff training sessions, design work, or marketing consultation, can be purchased at Library Market's hourly rate of \$200 or a 36-hour minimum retainer contract available for \$3,600.

CLIENT REFERENCES



Morgan Mullins
Marketing and Public Relations Librarian, Rowan County Public Library
mmullins@rowancountylibrary.org
(606) 784-7137 etc. 417
<https://www.rowancountylibrary.org/>



Todd Schlitt
Director, Amityville Public Library
tschlitt@amityvillepubliclibrary.org
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Erica Richardson
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Louise Alcorn
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Tara Kohles
Library Director, Central Islip Public Library
tkohles@cilibrary.org
(631) 234-9333 ext. 110
<https://www.cilibrary.org/>

Section Three

LibraryMarket

project terms & pricing



OUR OFFER

\$ 24,900

Library**Website**

Content Management

Library Market will develop a new website that incorporates the library's brand and includes:

- Robust Content Management System
- Fully Responsive Design
- Website & Card Catalog Search
- Custom content types built for libraries
- WCAG 2.2 AA Accessibility Compliance

Everything outlined in this proposal is included at the quoted price. Anything outside this proposal's scope, including actual work to be performed and costs, must be approved by both Library Market and our clients before any work begins. Examples of these additional costs include change orders for additional website features, marketing work, or a support-hour contract for further development past the launch date. These are optional and available at the request of the client.

PROJECT FEES

Website - Initial Development Fees

Description	Week #	Budget
• Website Discovery	1-8	\$4,650
• Website Design	5-10	\$5,375
• Website Development	11-18	\$10,800
• Website Delivery	17-20	\$4,075
Total Cost		\$24,900

Ongoing Costs

Description	Rate	Budget
• Hosting & Maintenance	Annual	\$2,000
Total Cost		\$2,000

First-year total **\$26,900**

TERMS & CONDITIONS

Project & Service Agreement for use of Library**Calendar** & Library**Website**.

This Agreement is effective as of date of signing ("Effective Date") by and between:

Provider:
Library Solutions, LLC (doing business as Library Market)
P.O. Box 17332
Jonesboro, AR 72403

and

Client:
Dwight Foster Public Library
209 Merchants Avenue
Fort Adkinson, WI 53538

Whereas,

1) the Client wishes to obtain and the Provider wishes to grant a nonexclusive, nontransferable license to use Library**Calendar** and Library**Website** (hereinafter referred to as "Product") for the term and specific purpose set forth in this Agreement, and

2) each Party represents and warrants that it has the right and authority to enter into this agreement and that doing so will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which any of its property is or may become subject or bound, the Parties agree as follows:

SECTION 1. RELATIONSHIP OF THE PARTIES

Library Solutions, LLC is an independent

contractor. Library Solutions, LLC shall determine, in its sole discretion, the manner and means by which the Services are accomplished. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither Party is authorized to act as agent or bind the other Party except as expressly stated in this Agreement. Library Solutions, LLC and the Product or Services prepared by Library Solutions, LLC shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

SECTION 2. CONTRACT PERIOD

This Agreement will begin on the Effective Date and continue for an initial term of one year. The Agreement will automatically renew for additional terms of one year each unless either Party gives notice of cancellation at least 30 days prior to the expiration of the original term or any renewal thereof.

SECTION 3. BILLING AND PAYMENT

3.1. Compensation

Client agrees to pay Library Solutions, LLC (dba Library Market) the fees listed in the Project Proposal, including all applicable taxes. In the event that a project requires Library Solutions, LLC representatives to travel to a physical site, Client will pay Library Solutions, LLC expenses, including, but not limited to: (a) incidental and out-of-pocket expenses at cost plus Library Solutions, LLC's standard markup of 20%; (b) mileage reimbursement, other than normal commuting, at \$.55 per mile; (c) travel expenses, other than normal commuting, including airfare and rental vehicles, with client approval. Pricing in the Project

TERMS & CONDITIONS

CONTINUED

Proposal includes only Library Solutions, LLC fees. Any other costs, such as domain name registration, art/font licensing, or media rights shall be purchased and maintained by the Client. Invoices shall list any expenses and additional costs as separate items.

3.2. Payment Schedule

Payment is due according to the project timeline. Half of the Design & Development Fee for installing and customizing the Product for the Client will be due immediately upon signing contract. The other half of this Fee, as well as the Hosting & Maintenance Fee and Library **Calendar** Annual Subscription Fee will be due at date of project completion.

After contract is signed, both Parties shall agree to a project timeline, beginning with a project start date and ending with a project completion date.

Should the Client elect to postpone product launch date for any reason, the Annual Subscription Fee shall still be assessed immediately after Library Solutions, LLC has completed the project. All invoices are payable within 30 days of receipt.

3.3. Late Payment

A monthly service fee of 1.5 percent, or the maximum allowed by law, is payable on all overdue balances. All grants of any license to use or transfer ownership of any intellectual property rights under this Agreement are conditioned on full payment, including all outstanding additional costs, expenses, fees, or any other charges.

SECTION 4. CHANGES TO PROJECT SCOPE

If Client wants to change the scope of work after acceptance of this Agreement, Client shall send Library Solutions, LLC a written

Change Order describing the requested changes in detail. Within 7 days of receiving a Change Order, Library Solutions, LLC will respond with a statement proposing designers' availability, additional fees, changes to delivery dates, and any modification to the Agreement. Library Solutions, LLC will evaluate each Change Order at its standard rate and charges. Client will be billed on a time and materials basis at Library Solutions, LLC's hourly rate of \$200 per hour. Such charges shall be in addition to all other amount payable under this Agreement, despite any maximum budget, contract price, or final price identified. Library Solutions, LLC may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes. Client will have 7 days to respond in writing accepting or rejecting the new proposal. If Client rejects the proposal, Library Solutions, LLC will not be obligated to perform any services beyond those in the original Agreement.

SECTION 5. LICENSES

The Provider hereby grants to the Client a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by the Provider furnished to the Client under this Agreement. The Client agrees to use commercially reasonable efforts to ensure that its employees and users of the Product hereunder comply with the terms and conditions set out in this Agreement. The Client agrees to refrain from any attempts to derive a source code equivalent, such as reverse assembly or reverse compilation, of the Product. All material furnished to the Client under this Agreement shall be used for the Client's internal business purposes

TERMS & CONDITIONS

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only, shall not be reproduced or copied in whole or in part.

SECTION 6. LEGAL COMPLIANCE

Each Party shall, at its own expense, comply with all laws, regulations, or other legal requirements that apply to it and this Agreement, including copyright, privacy, and communications decency laws. The Client represents and warrants it shall undertake any responsibilities and expenses incurred should any consent, approval, or authorization via designation, declaration, or filing with any government authority be required in connection with the valid execution, delivery, and performance of this Agreement.

SECTION 7. REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Library Solutions, LLC that, to the best of Client's knowledge, use of the Client Content does not infringe the rights of any third party. Library Solutions, LLC represents and warrants to Client that, to the best of Library Solutions, LLC's knowledge, the Product will not violate the rights of any third parties.

Library Solutions, LLC will retain the right to use, modify, and reproduce any content and images created for the Client, unless where prohibited by law. These uses can include self-promotion, client portfolios, and future client projects.

The Client is solely responsible for the content of any postings, data, or other transmissions or uses of the Product by any person or entity the Client permits to access the Product. The Client represents and warrants that it will:

Not use the Product in a manner which:

is prohibited by any law or regulation, facilitates the violation of any law or regulation, or disrupts any third parties' similar use of the Product, and not violate or tamper with the security of any of the Provider's computer equipment or programs.

If the Provider has reasonable grounds to believe that the Client is utilizing the Product for any such illegal or disruptive purpose, the Provider retains the right to suspend the Product immediately with or without notice to the Client. The Provider may terminate the Agreement as outlined in Section 12 if the Client fails to adhere to these acceptable use standards.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY THE PROVIDER. THE PROVIDER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT AND ANY RELATED SERVICES OR SOFTWARE. THE PROVIDER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PRODUCT, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY THE PROVIDER, ITS EMPLOYEES, OR THE LIKE WILL CREATE A WARRANTY.

SECTION 8. LIMITATION OF LIABILITY

Client shall indemnify Library Solutions, LLC from any and all damages, liabilities, costs, losses, expenses, or attorney fees arising out of any claim, demand, or action by a third party due to materials included in Product at the request of the Client.

TERMS & CONDITIONS

CONTINUED

8.1. Damages

EXCLUDING THE LIABILITY UNDER THE SECTION ENTITLED "NO INFRINGEMENT" BELOW, UNDER NO CIRCUMSTANCES WILL THE PROVIDER OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING, OR PROVIDING THE SERVICES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING, BUT NOT LIMITED TO: LOSS OF REVENUE, LOSS OF PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE PROVIDER'S RECORDS, PROGRAMS, OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY THE PROVIDER OF THIS AGREEMENT, THE PROVIDER'S LIABILITY TO THE CLIENT WILL NOT EXCEED THE AMOUNT PAID TO THE PROVIDER BY THE CLIENT DURING THE PREVIOUS THREE MONTHS.

8.2. No Infringement

The Provider warrants that the Product will not infringe any patents, trademarks, copyrights, or any other proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret ("Infringement"). The Client shall notify the Provider promptly in writing of any known action brought against the Client based on an allegation that the Client's use of the Product constitutes Infringement. The Provider will defend, indemnify, and hold the Client harmless from any such action at the Provider's sole expense, provided that the Provider shall have sole control of the defense of any such action and all negotiations and/or settlements and that the Client reasonably cooperates with the Provider in such defense. In the event that a final injunction is obtained against the Client's use of the Product by reason of an Infringement or the Client is otherwise prohibited from using the same,

the Provider shall, to the extent possible and at its expense, either (a) procure for the Client the right to continue to use the services that are infringing, or (b) replace or modify the services to make their use non-infringing while being capable of performing the same function within 60 days. If neither option is available to the Provider, then the Client may terminate this Agreement without penalty or further payment other than payment of fees for use of the Product prior to termination.

SECTION 9. CONFIDENTIAL INFORMATION

9.1. Definition

For purposes of this Agreement, "Confidential Information" shall mean information including, without limitation, all data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked "Confidential," or, if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Customer under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable Provider.

Confidential Information excludes information that:

a. Was or becomes publicly known through

TERMS & CONDITIONS

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no fault of the receiving Party;

b. Was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party;

c. Is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information;

d. Is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and

e. The receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will: (i) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (ii) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only to the extent necessary to legally comply with such compelled disclosure.

9.2. Nondisclosure

During this the term of this Agreement and for a period of 2 years thereafter, each Party agrees to use Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) on a need-to-know basis in order to further permitted uses of such information; and (b) who are informed of the nondisclosure/non-use obligations imposed by this Agreement. Both parties shall take steps each determines appropriate to implement and enforce such

non-disclosure/non-use obligations.

9.3. Agreement

Each of the Parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other Party except to advisors, investors, and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law.

9.4. Injunctive Relief

In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party will have no adequate legal remedy and will be entitled to immediate injunctive and other equitable relief without bond and without the necessity of showing actual money damages.

SECTION 10. CLIENT RESPONSIBILITY

Under the terms of this Agreement, the Client guarantees that it will:

- 1) Accept sole responsibility for the content of any communications the Client transmits using the Product and shall defend, indemnify, and hold harmless the Provider from and against all liabilities and costs (including reasonable attorney's fees) arising from any and all third-party claims based on the content of such communications.
- 2) Make no attempts to resell the Product.
- 3) Use the Product only for lawful purposes.
- 4) Implement and maintain security procedures necessary to limit access to the Product to the Client's authorized users.
- 5) Implement and maintain external

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procedures for reconstruction of lost or altered files, data, or programs.

6) Establish designated points of contact for interfacing with the Provider.

7) Provide Library Solutions, LLC with any Client data necessary to implement the Product, including, but not limited to, the requested content package. Client failure to assemble and submit the content package in advance of the development phase start date may delay project timeline.

SECTION 11. CLIENT DATA

All data is owned by the Client and is to be held in strict confidentiality. The Provider will delete and destroy all copies of data once the Agreement is terminated with or without default as outlined in this Agreement. The Client has the option to receive backup data prior to deletion. All rights, titles, and interests in and to the Product and all copyrights, patents, trademarks, service marks, or other intellectual property or proprietary rights relating thereto belong exclusively to the Provider. Any modification to the Product performed by the Client that directly or indirectly extends the current capabilities shall be the property of the Provider, and all copyrights and other rights are hereby assigned to the Provider.

SECTION 12. SERVICE PERFORMANCE GUARANTEES

12.1. Hosting and Service Outages

The Provider guarantees 99.9% availability of the hosting services required to use the Product. In the event of a service outage, the duration will be determined by totaling the amount of time trouble tickets are open with Provider Customer Support for service. The time begins when Provider Customer Support opens a trouble ticket and ends when

Provider Customer Support notifies the Client of service restoration. All service outage claims are subject to review and verification by the Provider, who reserves the right to change or modify the foregoing rules or discontinue this limited guarantee program with 30 days' prior written notification to the Client.

12.2. Customer Service

Customer service requests are handled through a support ticket system. Hours for customer service are Monday-Friday, 8 a.m. to 5 p.m. CST.

SECTION 13. BACKUP DATA

The Provider will deliver a full backup of customer data in .TAR format on a flash drive via U.S. Priority Mail provided the Client agrees to pay a charge of \$50.00 per backup copy.

SECTION 14. TERMINATION

14.1. Termination Procedures

If any Party fails to perform or observe any material term or condition of this Agreement and such failure continues without remedy for 30 days after receipt of written notice: 1) the other Party may terminate this Agreement, or 2) where the failure is nonpayment by Client of any charge when due, the Provider may, at its option, terminate or suspend services if the Client does not cure said breach within 7 days following a notice of delinquency.

14.2. Insolvency

This Agreement may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition,

TERMS & CONDITIONS

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has an involuntary bankruptcy petition filed against it (if not dismissed within 30 days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

14.3. Charges

The Client shall be responsible for payment of all charges under a terminated Agreement incurred as of the effective date of termination. If the Client terminates this Agreement or elects to reduce the number of authorized end users, then, in addition to amounts due for use of the Product and Support Services actually rendered prior to the termination of this Agreement or reduction of users, there shall be immediately due and payable by the Client an amount equal to 50% of the fees that would have been paid for the remainder of the term.

SECTION 15. DISPUTE RESOLUTION

Parties agree to attempt to resolve any dispute by negotiation between the Parties. If Parties are unable to resolve the dispute by negotiation, either Party may start mediation and/or binding arbitration in a forum mutually agreed to by the Parties.

The prevailing Party shall be entitled to recover its attorneys' fees and costs in any dispute resolved by binding arbitration or litigation.

SECTION 16. GENERAL PROVISIONS

16.1.

This Agreement, including any amendments and attachments that are incorporated herein, constitute the entire agreement between the Parties and shall be binding when accepted by the Client. No modification, termination, or waiver of any provisions of this Agreement shall be binding unless in

writing and signed by authorized officers of the Parties. No provision of any purchase order or other document issued by the Client shall be binding or effective for any purpose unless accepted by the Provider in writing. It is further expressly understood and agreed that, there being no expectations to the contrary between the Parties, no regular practice or method of dealing between Parties or their respective industries shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

16.2.

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

16.3.

The Product or any associated materials shall not be exported or re-exported in violation of any export control provisions of the United States or any other applicable jurisdiction.

16.4.

This Agreement may not be assigned, sublicensed, or transferred in whole or in part by the Client without the prior written consent of the Provider. Any attempted assignment, subletting, or transfer shall be void.

16.5.

If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions

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shall not be in any way affected or impaired thereby.

16.6.

No delay or failure of either Party in exercising any right(s) herein and no partial or single exercise thereof shall be deemed in itself to constitute a waiver of such right(s) or any other rights herein. Any waiver by either Party of any breach of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

16.7.

In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event"), the Party has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds 7 days from the receipt of notice of a Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, immediately terminate this Agreement as provided in Section 14.

16.8.

The Client shall furnish, at the Provider's request but no more frequently than annually,

a signed certification:

- 1) verifying that the Product is being used pursuant to the terms of this Agreement and
- 2) listing the locations where the Product is being used.

16.9.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.

16.10.

This Agreement shall be governed by and construed under the laws of the State of Arkansas applicable to contracts made in and wholly to be performed in the State of Arkansas without regard to conflicts of law.

ACCEPTANCE

Checks payable to:

LibraryMarket

Proposal Date:

January 16, 2026

Address:

PO Box 17332
Jonesboro, AR 72403

Job Descriptions	Total
• LibraryWebsite Design & Development	\$24,900.00
• LibraryWebsite Maintenance & Hosting (Annual)	\$2,000.00
Total Cost	\$26,900.00

Payment Terms

- Services: 50% upon signing & 50% at launch
- Annual Fees: 100% at launch

Client Name

Position

Signature of Approval

Date



January 16, 2026

Ben Bizzle | CEO

Date

revize.

The Government Website Experts

A Website Proposal for The Dwight Foster Public Library, Wisconsin



Proposal Prepared by:

Thomas J. Jean
Thomas.Jean@revize.com
Ph: 248-269-9263 x 8035
www.revize.com

January 21, 2026
Proposal valid for 90 days



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Revize Library Clients!

- Bella Vista Public Library, AR
 - Iosco-Arenac District Library, MI
 - Largo Public Library, FL
 - Milford Public Library, MI
 - Niagara Falls Public Library, NY
 - Rancho Mirage Library, CA
 - Redondo Beach Library, CA
 - Temple Public Library, TX
 - Troy Public Library, MI
 - And Many More!
- www.library.bellavistaar.gov
 - www.iadlib.org
 - www.largopubliclibrary.org
 - www.milfordlibrary.info
 - www.niagarafallspubliclib.org
 - www.ranchomiragelibrary.org
 - www.library.redondo.org
 - www.templelibrary.us
 - www.troypl.org

Revize Clients!

- Des Moines, IA
 - Eagle County, CO
 - Glencoe, IL
 - Golden, CO
 - Hamilton County, OH
 - Hilton Head Island, SC
 - Largo, FL
 - Olympia, WA
 - Pasco County, FL
 - St. Petersburg, FL
 - Troy, MI
 - And Many More!
- www.dsm.city
 - www.eaglecounty.us
 - www.villageofglencoe.org
 - www.cityofgolden.gov
 - www.hamiltoncountyohio.gov
 - www.hiltonheadislandsc.gov
 - www.largo.com
 - www.olympiawa.gov
 - www.pascocountyfl.net
 - www.stpete.org
 - www.troymi.gov

Dear Website Selection Committee,

Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high quality, government-compliant web solutions. Located in Troy, Michigan we have launched hundreds of government websites nationwide, including nearly 200 right here in Michigan, a myriad of industry awards and hundreds of satisfied clients stand as testament to the quality and value of our work.

Visitors are drawn to websites that are appealing yet functional, user friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

Some of our great clients in include:

- City of Largo, FL largo.com - Award Winner
- Eagle County, CO eaglecounty.us - Award Winner
- City of St. Petersburg, FL stpete.org
- City of Des Moines, IA dsm.city - Award Winner
- City of San Carlos, CA cityofsancarlos.org - Award Winner

“Revize Websites build engagement with your constituents.”

"revize websites build engagement with your residents"



We will work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community.

Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.

Thomas J. Jean
Program Manager

With over a decade experience building government websites

Government clients select Revize because we can help them

- Effectively engage residents.
- Enhance their web presence and build an online communications center.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community's website can serve your residents better, inspire them more, and get them actively involved in your government. Please contact me if you have any questions at all.

Sincerely,



Thomas J. Jean
Program Manager
Phone: **248-269-9263 x8035**
Email: **Thomas.Jean@revize.com**

Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly. In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

About Us

With approximately 3,000 government websites launched nationwide, Revize Software Systems is one of the industry's leading providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.

Here you will find the communication tools you need such as:

- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Tracker

Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client’s needs, and we provide hands on training the way you want it – either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful. Our online support portal is available 24/7/365 for issue tracking and management. We also provide phone and email support during regular business hours.

Did you know?

Our technical support staff are trained developers. When you call for tech support, you’ll be speaking to staff with direct knowledge of development!



Company Overview

Founded
1995

Headquarters
150 Kirts Blvd.
Troy, MI 48084

Phone
248-269-9263

Website
revize.com

Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in government website design, which remains our specialty. We now boast more than 3,000 websites launched in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art Revize Government CMS. Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads:

“The empowerment of people through simplified information management technologies.”

Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision. While many municipalities choose Revize to develop and cost-effectively manage their website content, clients also use Revize as an information-sharing platform. Our suite of Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information



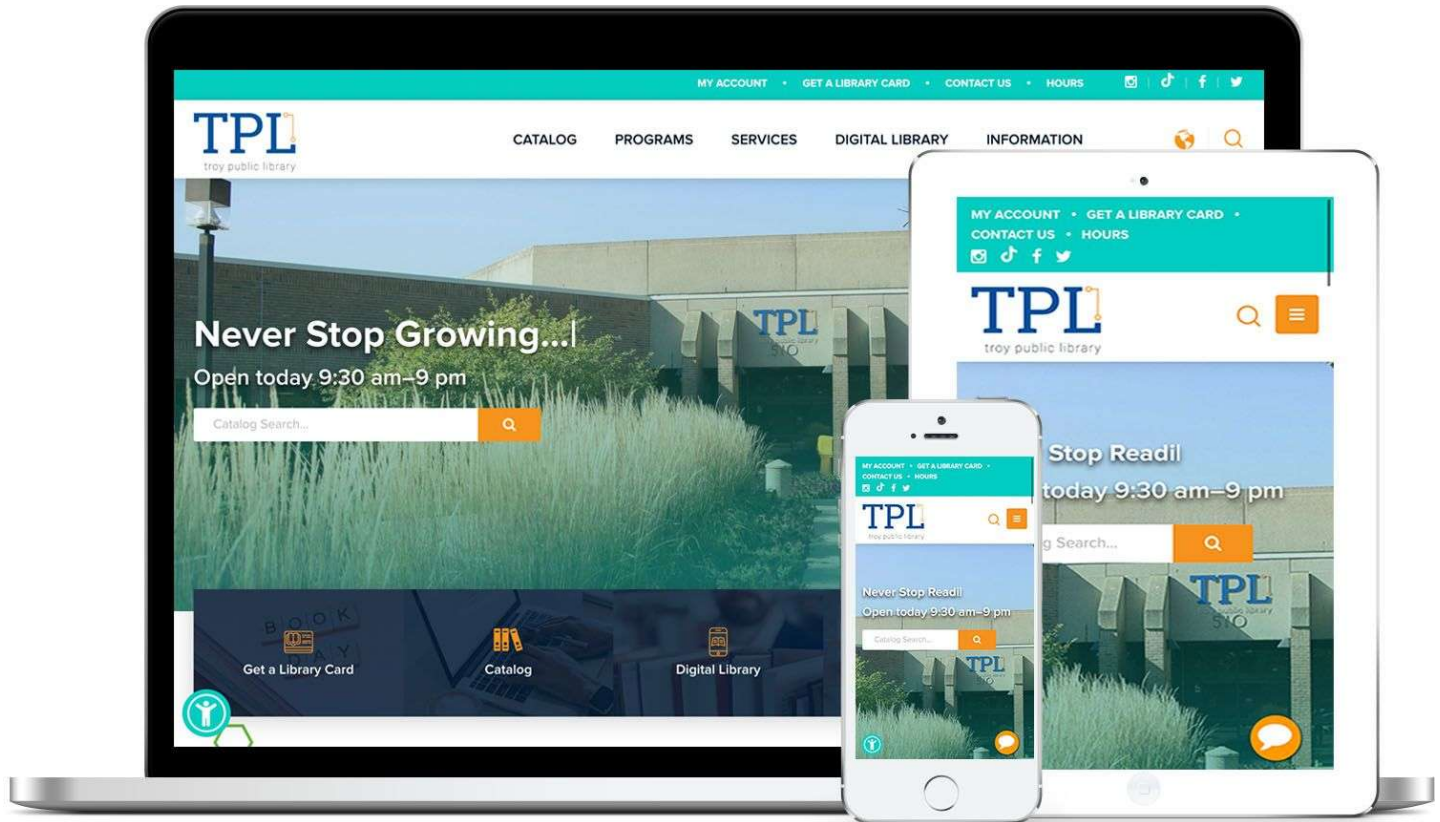
Did you know?

Revize has won national awards for our websites!

Library Project Experience

Troy Public Library, Michigan

www.troypl.org

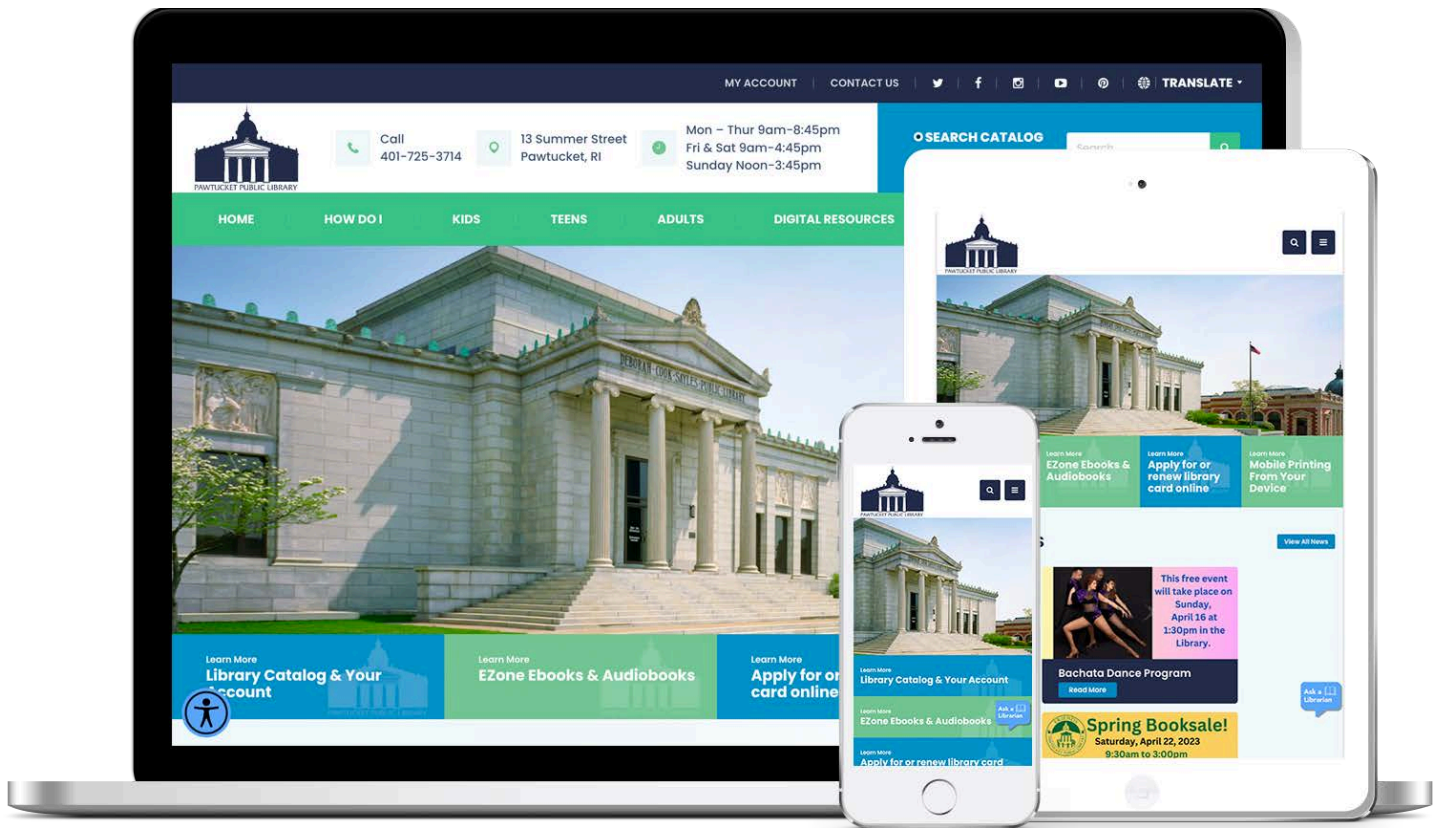


Details:

The Troy Public Library presented an exciting opportunity for Revize to collaborate with a forward-thinking library team focused on accessibility, discovery, and community engagement. The website highlights a clean, modern homepage that allows patrons to quickly explore programs, digital resources, events, and library services through intuitive navigation and prominent calls to action. The goal was to create a site that is both visually inviting and highly practical. One that supports how residents actually use their library online. With thoughtful design details, an enhanced search experience, and interactive online forms, the site delivers a polished, user-friendly experience that reflects the Library's role as a vital community resource.

Pawtucket Public Library, Rhode Island

www.pawtucketlibrary.org

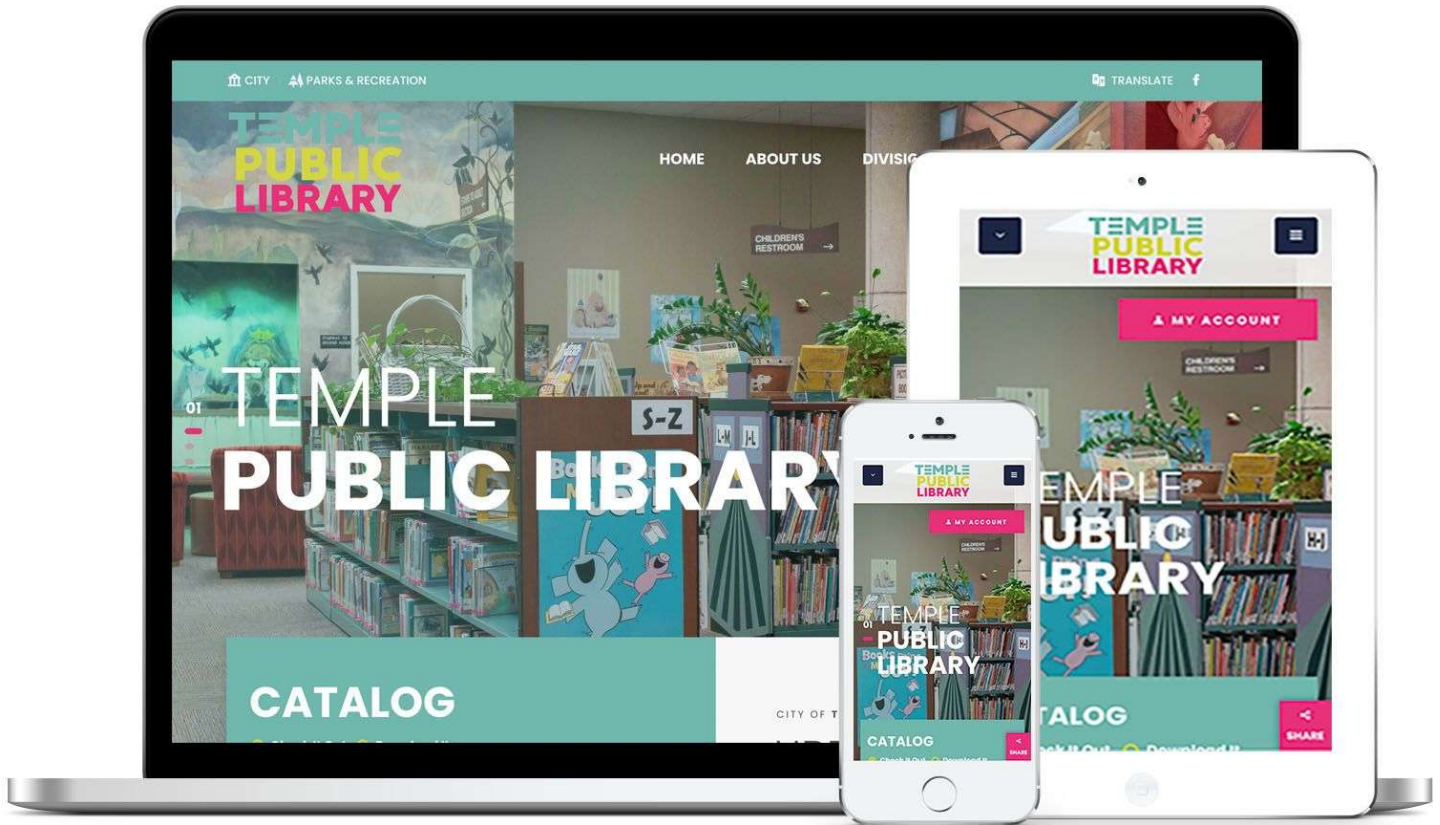


Details:

The Pawtucket Public Library's website redesign allowed Revize to showcase how thoughtful design can elevate access to information and community services. The homepage emphasizes clarity and discovery, guiding users to key resources such as programs, events, digital offerings, and library services through a modern, organized layout. The project focused on building a site that feels approachable yet powerful, supporting patrons of all ages and technical skill levels. With distinctive design elements, improved search functionality, and interactive online forms, the website reinforces the Library's mission as an accessible, community-centered institution.

Temple Public Library, Texas

www.templelibrary.us



Details:

The Temple Public Library offered Revize the opportunity to design a website that balances strong visual appeal with everyday usability for a diverse patron base. The homepage was crafted to surface the most important content—programs, events, digital collections, and library services—while remaining easy to navigate on both desktop and mobile devices. The focus was on creating a welcoming, modern experience that encourages exploration while minimizing friction. Features such as an intuitive “smart search,” streamlined navigation, and interactive forms help patrons quickly find what they need and engage with the Library more effectively online.

Government Account References

Client: Temple Public Library, TX
Natalie McAdams, Library Director
Phone: (254) 298-5559
Email: nmcadams@templetx.gov
Website: www.templelibrary.us

Client: Town of Hilton Head Island, SC
Rene Tuttle, Website Developer
Phone: (843) 341-4792
Email: renep@hiltonheadislandsc.gov
Website: hiltonheadislandsc.gov

Client: City of Golden, CO
Meredith Ritchie, Communications
Phone: (303) 384-8132
Email: mritchie@cityofgolden.net
Website: www.cityofgolden.net

Client: City of Gardner, KS
Daneeka Marshall-Oquendo
Phone: (913) 856-0912
Email: dmarshall-oquendo@gardnerkansas.gov
Website: www.gardnerkansas.gov

Client: Pasco County, FL
Bryan Shaw, Website Administrator
Phone: (727) 815-7177 ext. 8226
Email: bshaw@mypasco.net
Website: pascocountyfl.gov

Client: Fayette County, GA
Cintia Listenbee, Community Engagement Specialist
Phone: (770) 305-5109
Email: clistenbee@fayettecountyga.gov
Website: www.fayettecountyga.gov

Client: City of Olympia, WA
Joshua Linn, Website Administrator
Office: (360) 570-3782
Email: JLinn@ci.olympia.wa.us
Website: olympiawa.gov

Timeline

Phase	Duration
Phase 1: Initial Setup & Kickoff Meeting	1 - 2 Week
Phase 2: Discovery & Design	6-8 Weeks
Phase 3A: Development	5-6 Weeks
Phase 3B: Sitemap Development	(Overlaps Phase 3A)
Phase 4: Content Migration	5-6 Weeks
Phase 5: Quality Assurance Testing	1-2 Weeks
Phase 6: Training/Go Live	2-4 Weeks
Go-Live (Average)	20-28 Weeks

Did you know?

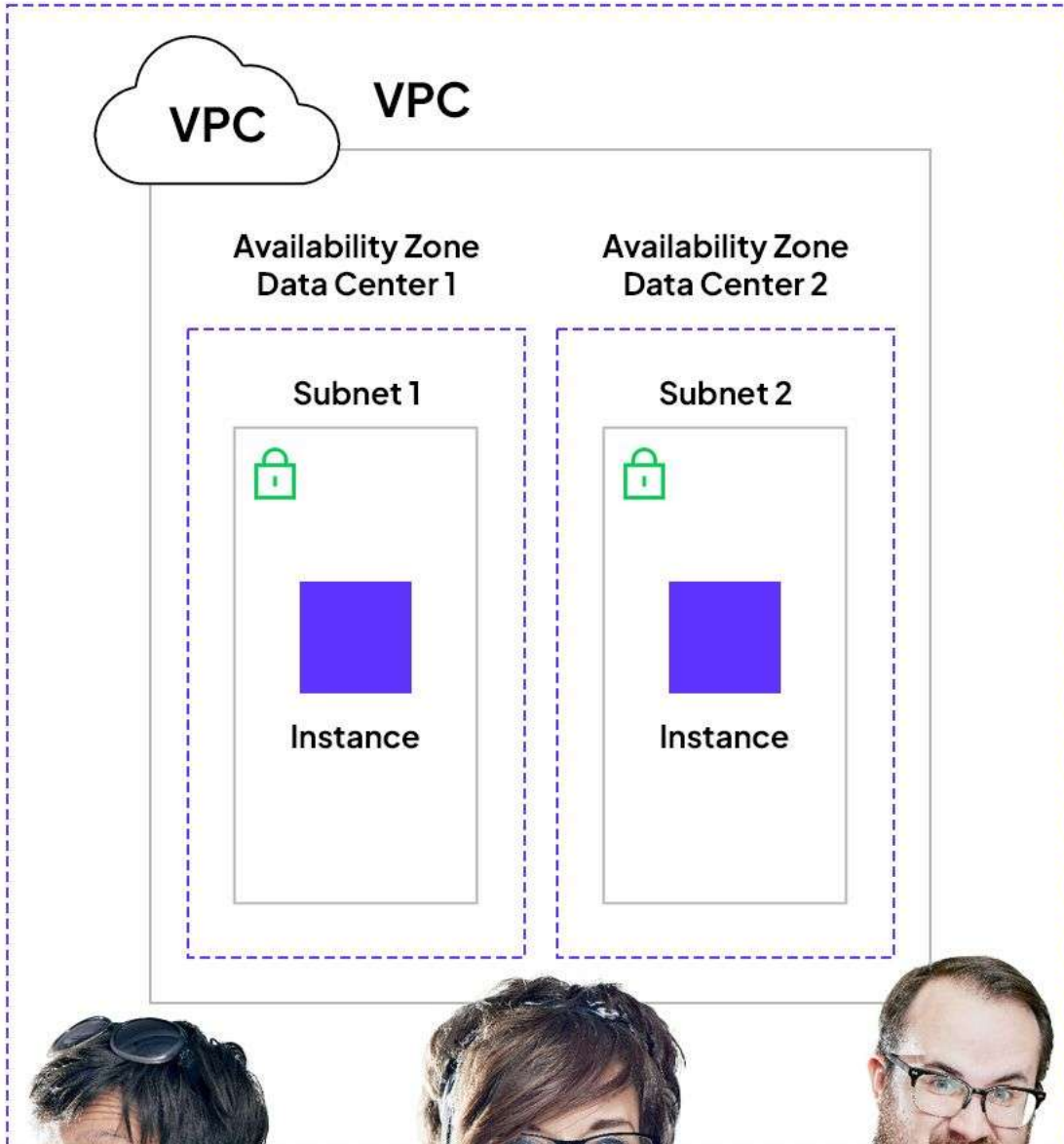
The project planning process is designed to fit your needs. We will adapt our timeline if your schedule requires.

Cloud Hosting, Disaster Recovery, & Security



Cloud Computing

Region - Collection of Regional Data Centers



Revize AI ChatBot

As part of Revize's fully integrated lineup of features, we are excited to introduce the latest in AI Chat technology.

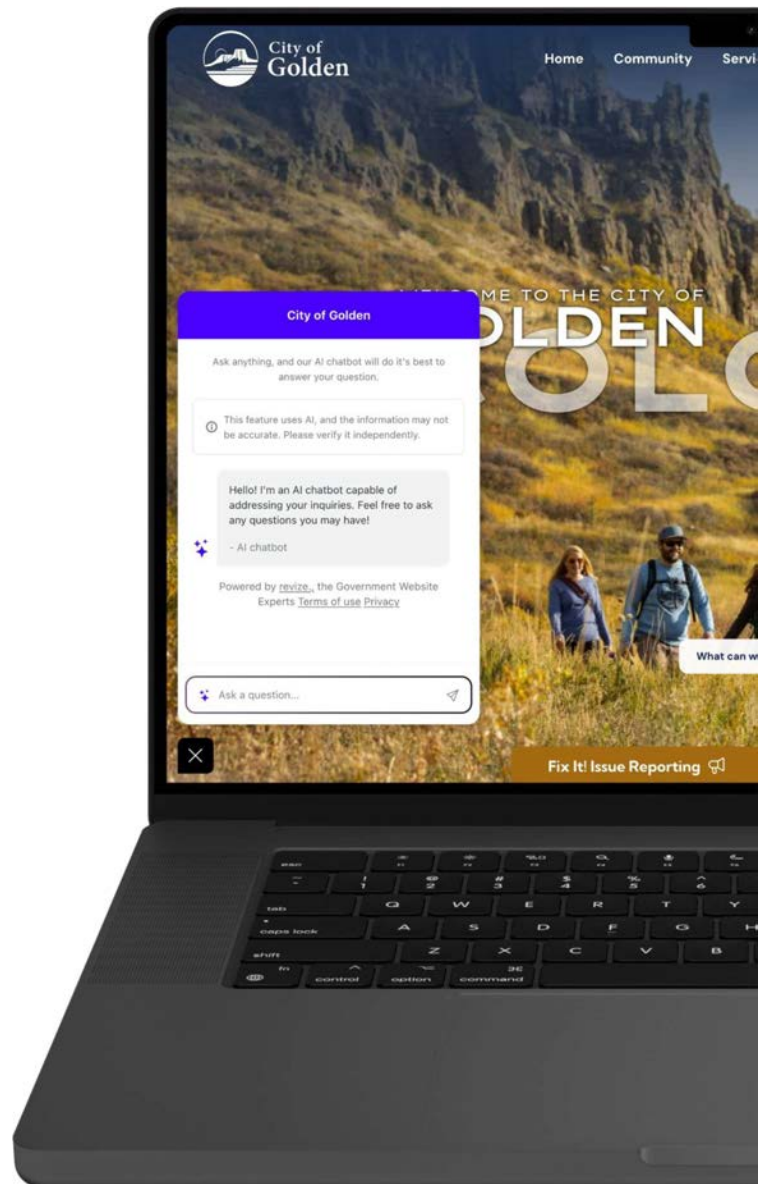
The Revize ChatBot allows your visitors to instantly find answers to their questions – without the need to search, find, and read an entire webpage.

Users simply type in their question, and the Revize ChatBot provides a detailed response in seconds!

Unlike some third-party live chats that force admins to pre-populate content, the Revize ChatBot is quite different. It learns the content of your website and provides answers based on that content.

Admins can even configure the ChatBot to ignore certain content of your website and learn content of other websites.

Keep in mind, Revize developed this feature ourselves. Which means the maintenance, updates, tech support are all handled directly by Revize. No need to deal with another vendor.

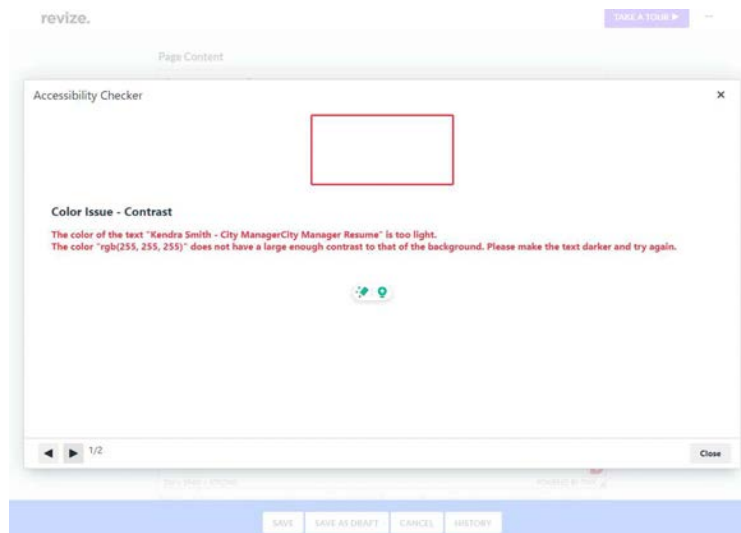


Accessibility & Compliance

WCAG Accessibility Compliance

Revize has launched more than 3,000 websites nationwide, with accessibility incorporated into both our platform and implementation process. Revize websites are designed to align with WCAG 2.1 AA, while actively incorporating WCAG 2.2 AA best practices as standards evolve using current industry-recognized approaches.

The Revize CMS includes built-in accessibility checking tools to help identify potential issues as content is added or updated. Together, these tools and practices support an ongoing, collaborative approach to accessibility between Revize and our clients.



Accessibility Strategy – During the Project

Revize will:

- Design custom visual mockups with WCAG 2.2 AA considerations in mind, including color contrast, typography, layout structure, and interactive elements.
- Build the site using ARIA labels, semantic HTML, and other WCAG best practices.
- Ensure keyboard navigability and screen reader compatibility.
- Include an accessibility checker in the Revize CMS editor.

While Revize provides the framework for compliance, the CLIENT is responsible for ensuring that content (e.g., PDFs, documents, images) is accessible before posting. Revize does offer PDF remediation services as an add-on for files that need to be made compliant.

Accessibility Strategy – After Go Live – WCAG Scan & Remediation Service

One of the elephants in the room when it comes to WCAG compliance as it relates to government websites – “Who will be fixing any future compliance issues with our website after go-live?”

Good news, Revize can take on that task for you. As an **optional service**, Revize can include our WCAG remediation service.

Accessibility compliance is an ongoing process, not a one-time task. To support long-term compliance, Revize offers an **optional WCAG Remediation Service** that includes:

- Two or four full-site scans per year to identify new accessibility issues.
- Detailed accessibility reports for staff awareness and recordkeeping.
- Up to 20 hours annually from a WCAG remediation specialist to resolve flagged issues.

This service provides ongoing monitoring and hands-on support so the website remains as accessible and compliant as possible long after launch.

RZ Assist – Website Accessibility Widget and Scan Tool

RZ Assist is an accessibility enhancement tool built specifically for government websites and public sector use. It provides a comprehensive set of user-controlled features that help residents access online content more easily, including visual adjustments, reading aids, and enhanced navigation tools. These features empower users to tailor their browsing experience to their individual needs, improving overall usability and inclusivity.

In addition to front-end user controls, RZ Assist Pro Plus includes a built-in site scanning tool paired with a secure backend dashboard. This tool regularly scans the website for suspected accessibility issues and flags potential areas of concern, such as missing alternative text, contrast challenges, or structural inconsistencies. The accompanying dashboard allows staff to review findings in a centralized interface, prioritize issues, and track remediation efforts over time.

RZ Assist Pro Plus is designed to integrate seamlessly with existing websites and does not require changes to current content publishing workflows. Rather than replacing proper accessible design and development practices, it functions as a practical support layer within a broader accessibility strategy, helping municipalities proactively monitor accessibility, improve transparency, and continuously enhance the digital experience for all users.

Revize Quote

Project Cost

	Total
Phase 1: Kickoff Meeting and Discovery/Project Planning	\$500.00
Phase 2: Design Mockups/Wireframes One (1) concept, three (3) rounds of changes for each of the following - Homepage & Inner Page	\$2,500.00
Phase 3A & 3B: Development & Sitemap Development Convert mockups into Revize CMS enabled webpages and provide suggested sitemap	\$3,300.00
Phase 4: Quality Assurance Testing & Custom Development	\$900.00
Phase 5: Content Migration Content migration according to previously approved sitemap - Up to 200 webpages and 500 documents	\$1,600.00
Phase 6: Revize CMS Content Editor Training & Go Live	\$900.00
Total Project Cost	\$9,700.00

Annual Fee

	Total
Annual Tech Support, Revize CMS License and Hosting Fee: Unlimited tech support, Unlimited CMS users, up to 20GB website storage, 100GB monthly bandwidth	\$2,900.00

Optional Add-Ons

Additional Features/Services

	Total
<p>RZ Assist – Accessibility Widget (Annual Fee)</p> <p>Basic accessibility widget with features such as text/font adjustment, screen masking, animation pause, magnifier, etc</p>	\$475.00
<p>RZ Assist Pro – Accessibility Widget (Annual Fee)</p> <p>Everything from RZ Assist plus Text-to-Speech, Language Translation, Page Summarization</p>	\$975.00
<p>RZ Assist Pro Plus – Accessibility Widget & Sitewide Scan Tool (Annual Fee)</p>	\$2,400.00
<p>AI ChatBot (Annual Fee)</p> <p>With automatic retraining and backend admin access</p>	\$3,400.00
<p>Annual WCAG Scan and Remediation Service (Annual Fee):</p> <p>Includes up to 2 scans per year with up to 4 remediation hours included</p>	\$2,400.00
<p>RZ ClearDocs (PDF to HTML Accessible Converter) – Annual Fee</p> <p>Automatically converts PDFs to an Accessible HTML version sitewide</p>	\$4,950.00
<p>Revize Email Newsletter (Annual Fee)</p> <p>Up to 50,000 monthly sends</p>	\$2,900.00
<p>Mobile App (Initial Investment)</p> <p>\$3,400 Annual Fee Due Upon Go Live</p>	\$6,500.00
<p>Logo Design</p> <p>Includes 3 concepts. Client picks one for up to 3 rounds of revisions</p>	\$5,500.00

Optional Payment Plan – The Revize Client First Plan

The Revize Client First Plan offers local governments an alternative payment plan that makes it easier to purchase a new website on your budget and spreads the one-time project design and development costs over a longer period of time.

Through a minimum three-year contract, The Revize Client First Plan dramatically lowers the one-time project development and start-up costs of launching a new website. What Revize does is combine the one-time and recurring fees and spreading them over the life of the contract. And because we value our continuing relationships with our customers, those who extend their contract beyond the three-year minimum will receive a redesign at the end of their fourth year with Revize Free of Charge.

Optional Payment Plan – Three Year Payment Breakdown – Interest Free

Year 1	1/3rd of project costs + Annual Hosting, Support, Maintenance
Year 2	1/3rd of project costs + Annual Hosting, Support, Maintenance
Year 3	1/3rd of project costs + Annual Hosting, Support, Maintenance
Year 4	Annual Hosting, Support, Maintenance (Optional) Includes Free Redesign

Included Features

The Following Applications & Features will be integrated into Your Website:

In addition to the Government Content Management System, which allows non-technical staff to easily create and update website content, Revize includes a suite of applications and features purpose-built for municipalities. These tools are outlined below and organized into five categories.

Citizen's Communication Center Apps

- Notification Center with Email Alerts
- Bid Posting
- Document Center
- E-Notify with Email Alert
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- iCal Integration
- File/Image Manager
- Job Posting App
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- Secure Site Gateway
- Unique Login/Password for each Editor
- URL Redirect Setup
- User Roles and Permissions
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Alt-Tags
- Font Size Adjustment
- Language Translator
- Mobile and Tablet Preview while Editing
- Responsive Website Design (RWD)
- WCAG Accessibility

Revize Support Includes

- 8 AM – 8PM EST Phone Support (Monday thru Friday)
- 24/7/365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter Module support
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- Four major CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Cloud backup of all website assets
- Quarterly Newsletters on major feature updates
- Regular webinars on CMS features and usage

Did you know?

Revize updates your Content Management System an average of 4 times per year!



revize.

Thank you

For Considering revize



Prepared by Thomas J. Jean

150 Kirts Blvd. Troy, MI 48084

Ph: 248-269-9263 x8035

Fax: 866-346-8880

www.revize.com

Disclaimer

Scope of Proposal: The information contained in this proposal is for general informational purposes only. The content of this proposal is subject to change without notice, and revize LLC reserves the right to modify, amend, or alter any part of the proposal at its sole discretion. The services, deliverables, timelines, and pricing outlined herein are estimates and are subject to further negotiation and final agreement.

Revize Web Services Sales Agreement

This Sales Agreement is between The Dwight Foster Library of Fort Atkinson, WI (“CLIENT”) and Revize LLC, aka Revize Software Systems, (“Revize”). Federal Tax ID# 20-5000179 Date: 1-30-2026

CLIENT INFORMATION:	REVIZE LLC:
Company Name: <u>Dwight Foster Library</u>	Revize Software Systems
Company Address: <u>209 Merchants Ave.</u>	150 Kirts Blvd.
Company City/State/Zip: <u>Fort Atkinson, WI 53538</u>	Troy, MI 48084
Contact Name: <u>Minetta Lippert 920.563.7790</u>	248-269-9263
Billing Dept. Contact: <u>Minetta@fortlibrary.org</u>	
CLIENT Website Address: <u>www.fortlibrary.org</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Quantity	Description	Price
1	Phase 1: Kickoff Meeting and Discovery/Project Planning, one-time fee:	\$500.00
1	Phase 2 – Design Mockups/Wireframes, one-time fee: <ul style="list-style-type: none"> One (1) mockup with up to three (3) rounds of changes Home page template and inner page design and layout. Includes Responsive Web Design 	\$2,500.00
1	Phase 3A & 3B – Development & Sitemap Development, onetime fee: <ul style="list-style-type: none"> Convert approved mockups into Revize CMS enabled webpages Provide suggested content sitemap for CLIENT review/approval 	\$3,300.00
1	Phase 4 – Quality Assurance Testing & Custom Development, one-time fee:	\$900.00
1	Phase 5–Content Migration, one-time fee: <ul style="list-style-type: none"> According to the approved sitemap - up to 150 webpages & 250 files (185 Webpages and 1,626 Documents on the current live website) 	\$1,600.00
1	Current Client Joint Discount¹	(\$2,200.00)
1	Phase 6 –Revize CMS Content Editor Training & Go Live, one-time fee:	Included
1	Grand Total	\$7,500.00

¹ Additional discount applies with formal approval of contract by City and Dwight Foster Library on/before 3/15/2026

Annual Services:

1	Annual CMS License, Hosting, Maintenance, and Support² Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 20GB website storage, 100GB/Month Bandwidth, Annual Fee, SSL Certificate pre-paid annual fee:	\$2,600.00
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² Subject to 4% annual increase starting in year 2

Payment Schedule

Payment Amount	Payment Date	Includes
\$ 7,500.00	3/15/2026	100% Grand Total Project Costs
\$ 2,600.00	7/1/2026	Year 1 of Annual Hosting & Maintenance
\$ 2,704.00	7/1/2027	Year 2 of Annual Hosting & Maintenance
\$ 2,812.00	7/1/2028	Year 3 of Annual Hosting & Maintenance
\$ 2,924.00	7/1/2029	Year 4 of Annual Hosting & Maintenance

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Thomas Jean

Title of Authorized Person

Program Manager

Date:

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

The Following Applications & Features will be integrated into Your Website:

<p>Citizen’s Communication Center Apps</p> <ul style="list-style-type: none"> • Notification Center • Bid Posting • Document Center • eNotify with Email Alert • FAQs/Accordion • Job Posting App • Multi-use Directory/Catalog • News Center • Online Forms • Photo Gallery • Quick Link Buttons • Revize Web Calendar • “Share This” Social Media Flyout App <p>Citizen’s Engagement Center Apps</p> <ul style="list-style-type: none"> • Citizen Request Center with Captcha • RSS Feed 	<p>Staff Productivity Apps</p> <ul style="list-style-type: none"> • Agenda Posting Center • iCal Integration • File/Image Manager • Link Checker • Menu Manager • Online Form Builder • Staff Directory • Website Content Archiving • Website Content Scheduling <p>Site Administration and Security Features</p> <ul style="list-style-type: none"> • Audit Trail • Auto Site Map Generator • History Log • Secure Site Gateway • Unique Login/Password for each Editor • URL Redirect Setup/Friendly Links • User Roles and Permissions • Web Statistics and Analytics • Workflows by Department <p>Mobile Device and Accessibility Features</p> <ul style="list-style-type: none"> • Alt-Tags • Font Size Adjustment • Language Translator • Mobile and Tablet Preview while Editing • Responsive Website Design (RWD) • WCAG Accessibility
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Terms:

1. All invoices are due upon receipt unless otherwise stated. Project work will not begin until the initial payment has been received. Revize reserves the right to pause or suspend work, hosting, or support services if payment is more than thirty (30) days past due.
2. Additional content migration, if requested, is available for \$6 per web page and \$3 per document.
3. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
4. Additional website storage is available at \$500 per year for each additional 10GB website storage.
5. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
6. Both parties must agree in writing to any changes or additions to this Sales Agreement. Any work requested by CLIENT that is outside the scope described in this Agreement, including additional design revisions, development, integrations, content migration, or consulting, will require a written change order and may result in additional fees and timeline adjustments.
7. CLIENT understands that the project completion date is highly dependent on their timely communication with Revize. During the project, CLIENT agrees to respond to Revize inquiries within 48 hours of the request and understands that project timelines will be delayed if they do not respond in a timely manner
8. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
9. This Agreement has a one (1) year term. Agreement will auto-renew each year according to the payment schedule above unless the CLIENT provides at least sixty (60) days' written notice prior to the applicable annual renewal date. All fees incurred or scheduled through the effective termination date remain due and payable. Early termination does not relieve CLIENT of payment obligations for services already rendered
10. If CLIENT maintains four (4) consecutive years of annual software subscription, support, CMS updates, and hosting, CLIENT shall be eligible for one (1) complimentary website redesign anytime in year 4 of the agreement or thereafter. The redesign is optional and must be affirmatively requested by CLIENT. CLIENT's decision to decline, defer, or not schedule the redesign does not constitute a failure or breach by Revize.
11. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
12. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout. Revize is not responsible for verifying the accuracy, legality, accessibility, or completeness of CLIENT-provided content.
13. Storage is limited to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat or property maps, tax records, GIS data, and large or archival audio and video files, such as multiple years of meeting recordings or similar content more appropriately hosted on archive or streaming platforms and embedded into the website
14. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages. Any post-migration cleanup or enhancements requested from Revize may be billed at Revize's then-current hourly or project rates.

Project Timeline Statement of Understanding

Revize and CLIENT acknowledge that any project timeline provided is an estimate only and not a guarantee. Project duration is dependent on a variety of factors, including timely CLIENT participation, feedback, approvals, and other variables that may be outside the reasonable control of either party. Revize will make commercially reasonable efforts to adhere to the estimated timeline.

CLIENT agrees to take an active role in the project, including participating in meetings, providing timely feedback and approvals related to design and sitemap development, and scheduling and participating in CMS training. Delays caused by CLIENT's failure to respond to Revize requests in a timely manner may result in corresponding delays to the project timeline and do not constitute a breach of contract by Revize.

Upon completion of initial Revize CMS content editor training, CLIENT is responsible for determining when the website will go live. Any CLIENT decision to delay go-live for reasons unrelated to a functional defect rendering the website inoperable does not constitute a breach of this Agreement by Revize.

CLIENT acknowledges that website design and user experience are inherently subjective. The parties agree that this is a collaborative process and will work in good faith to reasonably fine-tune final deliverables in preparation for launch. Generalized dissatisfaction with aesthetic elements or previously approved deliverables does not constitute a breach of contract unless Revize fails to cure a material functional defect.

CLIENT may elect to postpone or reprioritize certain deliverables in favor of an earlier go-live date, subject to mutual agreement.

Enterprise Revize CMS License

As part of this Agreement, Revize LLC ("Revize") grants CLIENT a limited, non-exclusive, non-transferable license to access and use the Enterprise Revize CMS software ("Software"), hosted on Revize's cloud servers, solely for the purpose of maintaining the website(s) identified in this Agreement. The Software is proprietary to Revize and remains the sole property of Revize.

CLIENT may terminate this Agreement by providing at least sixty (60) days written notice prior to the applicable annual renewal date. All fees incurred or scheduled through the effective termination date remain due and payable. Early termination does not relieve CLIENT of payment obligations for services already rendered.

CLIENT may not sublicense, share, or otherwise provide access to the Software to any third party not expressly authorized under this Agreement.

During the term of this Agreement and while CLIENT remains current on all payment obligations, Revize will host, maintain, and provide updates to the Software as part of the applicable annual subscription.

Upon termination or expiration of this Agreement for any reason, CLIENT's access to the Software will be discontinued. Upon written request and provided all amounts due under this Agreement have been paid in full, Revize will make CLIENT's website content available to CLIENT in a reasonable electronic format.

Notice of termination must be in writing and delivered to the non-terminating party in accordance with the notice provisions of this Agreement.

WCAG Accessibility and Compliance Terms

1. Revize will build the website to highly conform with the Web Content Accessibility Guidelines WCAG 2.1 Level AA (“WCAG 2.1 AA”) at the time of delivery while actively incorporating WCAG 2.2 AA best practices as standards evolve using current industry-recognized approaches. This includes keyboard access, semantic markup, ARIA where appropriate, color contrast, focus management, and accessible forms for the delivered templates.
2. Conformance does not extend to: (i) third-party modules, plug-ins or integrations not provided by Revize (e.g., payment gateways, third-party calendars, embedded third-party widgets), (ii) content authored, uploaded, or maintained by the Client (including documents such as PDFs), and (iii) legacy pages or archives unless specifically included in the Statement of Work.
3. CLIENT website editors are responsible for ensuring they have an understanding of WCAG compliance principles. CLIENT agrees they are responsible for the content they post and shall make reasonable efforts to avoid posting content that does not conform to these guidelines. This includes, but is not limited to, posting non-compliant PDFs, failing to include descriptive ALT descriptions on photos, etc.
4. CLIENT agrees and understands accessibility compliance is not a fixed or absolute standard. It is more of a spectrum rather than a pass/fail standard. Because testing tools and methodologies may produce different results, Revize and the CLIENT agree to focus on accommodating user needs and maintaining a continuing, good-faith approach to accessibility and regulatory compliance.
5. Revize provides tools and features designed to support website accessibility and best practices. However, Revize does not guarantee legal compliance with WCAG, ADA, or other regulations. Ongoing compliance requires active participation by CLIENT, including content management and policy decisions.
6. For an additional fee, Revize offers an ongoing WCAG scan and remediation service. This service will scan the website at regular intervals after the website goes live and remediate any WCAG compliance issues with an allocated bucket of additional development hours. Remediation priorities can be set by CLIENT and may include content remediation (e.g., PDFs, Flyers, etc.). Revize also includes an accessibility checker within the Revize CMS editor. This utility will alert users of suspected accessibility issues.
7. CLIENT acknowledges and agrees that any accessibility tools, widgets, scanners, dashboards, or related features included in this Agreement are provided as supportive aids only. Use of these tools does not guarantee full or perfect compliance with WCAG, ADA, Section 508, or any other accessibility law, regulation, or standard.
8. If PDF remediation is included in this agreement, completion time is highly dependent on the number and the complexity of PDFs.
9. Additional development hours may be necessary to complete remediation to CLIENT’s satisfaction and are available at a rate of \$125 per hour.
10. Additional PDF remediation may be requested at a rate of \$5 per page. 100 Minimum
11. PDF remediation is priced by page, not by individual file e.g., PDF of 10 pages would be billed \$50



MEMORANDUM

DATE: February 17, 2026

TO: Fort Atkinson City Council

FROM: Adrian Bump, Police Chief

RE: Review and possible action relating to an Offsite Backup Data Agreement between the City of Fort Atkinson and the City of Whitewater to host off-site data backup storage equipment for the Fort Atkinson Police Department (Bump, Police Chief)

BACKGROUND

In 2021, the Police Department set up a redundant off-site data backup system as a fail-safe in case of a disaster that impacted the department's facility. The data backup system, which has been in place and working for the past five years, was housed at the City of Whitewater server room. The data backup system was installed under a written agreement by email between department heads at the time, and the work was completed by the City's IT provider and Whitewater's IT Department.

Since installation, the City of Whitewater has had employee turnover in the Police Department, IT Department and City Hall. An audit of their server room revealed that this data backup system is owned by the City of Fort Atkinson.

DISCUSSION

The City of Whitewater indicated that they are supportive of maintaining this backup system in their facility as is, however, they requested an Agreement between the municipalities. The attached Offsite Backup Data Agreement was drafted and reviewed by both Whitewater and Fort Atkinson. A legal review was completed by the City Attorney. The Agreement provides an accurate description of purpose and need and follows the original intent of the backup system.

The backup system does play an important part in data storage and recovery under a continuity of operation plan if the Department's facility were to ever suffer a disaster that impacted records and electronic data storage.

FINANCIAL ANALYSIS

This Agreement is not expected to have financial implications for the City.

RECOMMENDATION

Staff recommends that the City Council approve the Offsite Backup Data Agreement between the City of Fort Atkinson and the City of Whitewater and authorize the City Manager to execute.

ATTACHMENTS

- 1. Backup NAS Device Agreement

OFFSITE BACKUP DATA AGREEMENT

This Offsite Backup Data Agreement is entered to on this _____ day of _____, 2026 by and between the City of Whitewater, a Wisconsin Municipal Corporation, (hereinafter referred to as “Whitewater”) and the City of Fort Atkinson, a Wisconsin Municipal Corporation (hereinafter referred to as “Fort Atkinson”).

WITNESSETH:

WHEREAS, the City of Fort Atkinson Police Department desires to maintain network-attached storage (NAS) equipment within the City of Whitewater’s central server room for secure offsite data backup solution for the purpose of disaster recovery and data retention; and

WHEREAS, the City of Whitewater has agreed to provide rack space, power, and segregated network connectivity within its central server room for the purpose of housing Fort Atkinson’s backup equipment; and

WHEREAS, both parties desire to set forth their respective responsibilities regarding the management, operation, and termination of this arrangement; and

WHEREAS, the City of Whitewater and City of Fort Atkinson are authorized, pursuant to Wis. Stat. § 66.0301 to enter into this Agreement.

NOW, THEREFORE, based upon the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. **Space for NAS Device:** The City of Whitewater shall provide space within its central server room for the installation, operation, and maintenance of a Network Attached Storage (NAS) device for the Fort Atkinson Police Department. The NAS shall at all times be owned and operated by Fort Atkinson.
2. **Installation of NAS Device:** Fort Atkinson shall cause the NAS device to be installed within the space designated by Whitewater.
3. **Central Server Room Maintenance:** Whitewater shall provide Fort Atkinson notice at least 1 week prior to any substantial maintenance, remodeling, or activity that may affect the NAS device, require its relocation, or planned loss of power or network connectivity. Fort Atkinson shall coordinate with Whitewater to ensure that the NAS device is properly relocated and is solely responsible for ensuring the NAS Device is secure and unaffected by the planned loss of power or network

connectivity. Whitewater shall provide Fort Atkinson notice of any unexpected loss of power or network connectivity to its Central Server Room for more than five (5) minutes within fifteen (15) days of such event. Whitewater does not provide any warranty of uninterrupted access to power or network connectivity for the NAS device.

4. **Designation of Access:** Fort Atkinson shall designate and notify Whitewater of any individuals who should have access to the NAS device. Fort Atkinson shall notify Whitewater of any changes to individuals who should have access to the NAS device within 24 hours of such change. Whitewater may at its sole discretion supervise and monitor individuals access to its central server room.
5. **Limitation of Access:** Whitewater shall provide the designated individual's access to the NAS device upon reasonable notice during Whitewater's normal business hours. No after-hour access to the NAS device will be provided.
6. **Costs and Payment:** Each party shall be responsible for its own costs associated with this arrangement. Whitewater shall not charge for rack space, power, or network access, and the City of Fort Atkinson shall bear all costs associated with its NAS device, including hardware, software, maintenance, and replacement.
7. **Ownership and Data Custody:** The NAS device and all data stored on it are deemed within the custody of Fort Atkinson and it all times shall be considered the property and responsibility of Fort Atkinson. The City of Whitewater shall not access or manage any data on the device and assumes no responsibility for data content, backup integrity, restoration, or responses to open record requests.
8. **Network and Security:** The NAS device shall be connected to a segregated network segment with internet access only, isolated from all City of Whitewater production networks. The City of Fort Atkinson Police Department is responsible for maintaining secure access and ensuring compliance with all security requirements.
9. **Indemnification:** Fort Atkinson agrees to hold harmless, indemnify, release and forever discharge Whitewater from and against any and all judgments, damages, losses, cost, claims, liability, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained by reason of damage to any property or damages or injury to any person or death to any person, or by reason of any other liability imposed upon Whitewater, relating to its storing, using, or accessing the NAS device. Fort Atkinson shall

10. **Compliance with Applicable Laws:** Each party shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to those governing information security, data privacy, and CJIS compliance where applicable.
11. **Termination:** This Agreement may be terminated by either party with thirty (30) days written notice. Fort Atkinson shall remove its equipment and any related materials from the City of Whitewater's facility on or before the termination date, during normal business hours for Whitewater and after providing reasonable notice of the time and date for removal.
12. **Notices:** All notices given under this Agreement shall be in writing and signed by the authorized agent of the party serving notice. Notices shall be delivered personally, by certified mail, or by email to the parties as listed below:

FOR THE CITY OF WHITEWATER:

John Weidl, City Manager
City of Whitewater
312 W. Whitewater Street
Whitewater, WI 53190

FOR THE CITY OF FORT ATKINSON:

Chief Adrian Bump
City of Fort Atkinson Police Department
101 S. Water Street W
Fort Atkinson, WI 53538

13. **Entire Agreement:** This document constitutes the entire agreement between the parties and supersedes all prior oral or written understandings relating to the subject matter herein.
14. **Amendment:** This Agreement may only be amended by written agreement executed by authorized representatives of both parties.
15. **Force Majeure:** As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by the City with respect to obligations of the City under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default

hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence. Any party alleging Force Majeure has delayed its performance of obligations shall provide notice to the other party within 30 days of the events begging to cause delay and shall include in that notice an estimate on the anticipated amount of delay. The party shall then provide a second notice confirming the actual length of delay, the second notice shall be provided no later than 15 days after the anticipated end of the delay detailing the actual amount of the delay caused by the Force Majeure.

16. **Law Governing:** The laws of the State of Wisconsin shall govern this Agreement. In the event of a dispute involving this Agreement, the Parties agree that venue shall be in Jefferson County, Wisconsin, Circuit Court.

17. **Authority:** Each party represents that it has the authority to enter into this Agreement and that the individuals signing below are duly authorized to do so.

18. **Construction:** The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

19. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below:

CITY OF WHITEWATER BY:

CITY OF FORT ATKINSON BY:

John Weidl, City Manager

Rebecca Houseman, City Manager

ATTEST:

ATTEST:

Heather Boehm

Michelle Ebbert,

City Clerk

Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: February 17, 2026

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action relating to a contract for annual Brush Grinding Services for the Department of Public Works Operations Division (Williamson, Superintendent of Public Works)

BACKGROUND

The City of Fort Atkinson owns, operates, and maintains an eight-acre+/- compost site located at the end of Bark River Road. Residents can drop off standard residential yard waste for composting and tree and woody plant trimmings for proper environmental management at the compost site. The long-term management plan for all woody materials received at the compost site is to process and grind them using a large tub or horizontal grinding machine. This reduces the volume of material to a more manageable size for transport off-site to a proper Wisconsin DNR permitted end user. The City contracts for grinding services on an annual basis.

DISCUSSION

Staff distributed a request for proposals for brush grinding services, base bid and an optional bid for final hauling and disposal of the ground materials, to four properly licensed and insured providers. The providers are as follows: TLB Wood Products LLC, of Seymore WI, Ener-con Inc, of Hartford WI, Atlas Custom Grinding LLC, of Hortonville WI, and Bucklin's Tree Service LLC, of Menasha WI (2023 Fort Atkinson contract awarded), and Tree Delete, LLC of Fort Atkinson. Three companies submitted proposals, which are included in this packet.

After reviewing the submitted bids, the low bidder based on the proposal documents submitted was Bucklin's Tree Service (\$7,925.00). They provided a reasonable rate to grind and a competitive rate for hauling materials from the site. The City began to investigate the investment to haul materials off-site in 2022, due to the large amount of material, the level of staff time, and the amount of equipment involved in performing the work. In 2023, the City Council approved the first contract that included hauling costs to remove the processed material off-site to a licensed facility.

FINANCIAL ANALYSIS

Both companies prepared proposals for the Brush Grinding Contract, including the optional proposal for hauling services. The bid tabulation is as follows:

Fort Atkinson Public Works Brush Grinding RFP							
Bid Tabulation							
Company Name	Base Bid (Grinding)	Hours Bid	Mobilization	Loader and Operator Charges	Optional Bid (Hauling)	Total Bid	Notes
TLB Wood Products	13,900.00	21-25	Included in the Proposal	Included in the proposal	210.00 plus Fuel Surcharge Per Load	13,900.00 Plus Hauling Per Truckload	Total Based on Grinding Only Bid
Tree Delete	\$10,000.00	20	Included in the proposal	\$2,500.00	\$2,500.00	\$15,000.00	Total Based Hauling Bid
Bucklin's Tree Service	\$4,725.00	7	\$1,200.00	Included in the proposal	\$2,000.00	\$7,925.00	Total Based on Max Haul Bid

As can be seen in the table above, Tree Delete is not charging a mobilization fee but has a line item for a loader operator and machine to load the grinder. TLB Wood Products proposes a 4 hour mobilization and wraps those charges into the base proposal but shows hauling as an extra at \$210.00 plus a fuel surcharge per truckload. Bucklin's proposal includes a line item for mobilization but includes a large scale excavator and operator within the base bid to perform a similar task. The City provides a front-end loader and operator to assist with moving processed tailing materials out of the way of the grinder as a part of the processing to whomever is awarded the contract. Bucklin's proposal is lower at \$7,925.00.

The adopted 2026 budget includes \$46,700 of expenditures to support the compost site. The cost of the proposal from Bucklin's Tree Service will be paid for using these funds (account 01-54-5471-0500).

RECOMMENDATION

Staff recommends the City Council approve the proposal for brush grinding services from Bucklin's Tree Service in the amount of \$7,925.00 and authorize the City Manager to execute the contract.

ATTACHMENTS

1. Tree Delete Proposal Fort Atkinson 2026
2. City of Fort Atkinson 02032026
3. TLB Proposal # 25-006

Proposal for Brush Grinding Services

Submitted by: Tree Delete, LLC

Date: January 28, 2026

To: Tom Williamson, City of Fort Atkinson Department of Public Works

Email: twilliamson@fortatkinsonwi.gov



1. Approach to Work

Tree Delete, LLC is a local, family-owned business based in southern Wisconsin. Our team brings hands-on experience completing large-scale projects. Because we are owner-operated, every job receives direct oversight from individuals who are personally invested in quality, safety, and efficiency.

Our approach emphasizes:

- Efficient grinding operations using well-maintained, high-capacity equipment.
- Clear communication with City staff throughout the project.
- Flexible scheduling to align with winter operations and project goals.

We pride ourselves on reliability, responsiveness, and delivering results that the City of Fort Atkinson can count on.

2. Examples of Similar Work

- Project 1 – Company owners’ stockpile and utilize nearly 24,000 ton of commercial waste on an annual basis.
 - a. Handled waste on a daily basis to help with disposal of product for a commercial plant.
 - b. Overcame challenges to complete the project without disrupting services to the plant.
 - c. Completed on schedule with appropriate permits through government agencies.
- Project 2 – Company owners frequently are contacted to remedy overproduction or production challenges for local businesses.
 - a. Managed large material volumes efficiently on short notice while maintaining safe operations around crews and equipment.

References available upon request.

3. Scope of Work

Brush Grinding

- Tree Delete, LLC will mobilize grinder, loader, and crew to the Fort Atkinson compost site at agreed upon date.
- Grind approximately 10,000 cubic yards of brush and miscellaneous wood.
- Maintain a safe and organized work area throughout operations.

Hauling of Processed Material (Optional Bid Item)

- Load and haul processed chips off-site
- Dispose of material at an approved location
- Provide trucking, fuel, and labor

Tree Delete, LLC Responsibilities

- Provide all grinding equipment, labor, and safety gear
- Maintain insurance and provide certificate indemnifying the City of Fort Atkinson
- Communicate daily progress and coordinate scheduling with Public Works

4. Fees

Task	Estimated Hours/Quantity	Cost
Grinding Services with Operator	Approximately 20 hours	\$10,000
Loader (Provided By Tree Delete, LLC) with Operator	Approximately 20 hours	\$2,500
Hauling of Chipped Material Off Site (Optional)	Approximately \$1/Cubic Yard of Chipped Material	\$2,500
Total Proposal Cost	Grinding + Loader	\$12,500
Total With Hauling Included		\$15,000

Rate

- Grinder & Operator: \$500/hour
- Loader & Operator: \$125/hour
- Trucking (\$1/Cubic Yard)

5. Schedule

Tree Delete, LLC is available to complete the work between late February and the end of March 2026, aligning with the City's preferred timeline. We are flexible and willing to coordinate exact dates with Public Works to ensure efficient and cost-effective operations.

6. Contact Information

Tree Delete, LLC
W6920 Grogan Road
Fort Atkinson, WI 53538
(920)723-5527
treedeletellc@gmail.com
Primary Contact: Adam Naber





Phone 920-486-7043
Fax 888-700-7730

936 Appleton Rd, Menasha, WI 54952

Professional Services Agreement
Date: 02/03/2026

Bucklin Tree Service, LLC ("BTS") agrees to provide services in accordance with the terms and conditions of this Professional Services Agreement (the "Agreement"):

Customer Name	City of Fort Atkinson				
	(Business Name)				
	920-397-9909		twilliamson@fortatkinsonwi.gov		
	(Cell Phone)	(Work Phone)	(E-mail)		
Customer Name	Williamson		Tom		
	(Last)		(First)		
	(Cell Phone)	(Work Phone)	(E-mail)		
Billing Address	700 James Place		Fort Atkinson	WI	53538
	(Address)		(City)	(State)	(Zip Code)
Service Location	Brush Pile @ Municipal Compost Site		Fort Atkinson	WI	53538
	(Address)		(City)	(State)	(Zip Code)

BTS hereby proposes to furnish the materials and perform the labor necessary for the following project (the "Project"):

GRINDING SERVICE

- Bucklin Tree Service, LLC will provide grinder service to grind brush and wood pile. Grinder billed at \$525.00 per hour. Excavator billed at \$150.00 per hour. Per 2026 RFP 10,000 cubic yards, 7 hours = \$4,725.00
- Customer will provide operator and support equipment to push up tailings when grinding.
- Bucklin's will provide all fuel for Bucklin equipment.
- Mobilization fee of \$1,200.00.
- Option: Haul out material at \$1.00 per yard in 100-yard semi-trailers. The maximum charged for haul out would be \$2,000.00 (no charge for additional loads over 20).

Bucklin's does not grind dirt, rocks, metal or aged compost. Any damage incurred to grinder may be charged to customer. Bucklin's is not responsible for flying debris.

Terms of Payment: All accounts are net payable upon receipt of the invoice. A service charge of 1.67% will be added to accounts not fully paid 30 days subsequent to the invoice date.

Acceptance of proposal. The above price, specifications, and conditions are satisfactory and hereby accepted. Bucklin Tree Service, LLC is authorized to do the work as specified. Payment within 30 days upon completion.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF A FULL COPY OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS CONTAINED ON THE BACK OF THIS AGREEMENT, WHICH ARE HEREBY DEEMED INCORPORATED BY REFERENCE. BY SIGNING BELOW, CUSTOMER FURTHER ACKNOWLEDGES ACCEPTANCE OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

BUCKLIN TREE SERVICE, LLC:

CUSTOMER:

By: _____

Name: _____

Print Name: _____

Title: _____

Terms and Conditions

1. Applicability; Entire Agreement: These terms and conditions are the only terms, which govern the Project set forth on the reverse side of these terms from BTS. The Agreement, including these terms, comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties and communications, both written and oral. These terms prevail over any of Customer's general terms and conditions. This Agreement expressly limits Customer's acceptance to the terms of this Agreement.

2. Performance of Services: BTS shall provide services to Customer as described in this Agreement. BTS shall use reasonable efforts to meet any performance dates specified in the Agreement, and any such dates shall be estimates only.

3. Customer's Obligations: Customer shall: (a) cooperate with BTS in all matters relating to the Project and provide such access to Customer's premises and other facilities, as BTS may reasonably request for the performance of its work pursuant to the Project; (b) respond promptly to any request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for BTS to perform its work in accordance with the requirements of this Agreement; and (c) remove any personal property, including, without limitation, vehicles, furniture and yard ornaments from Customer's premises in advance.

4. Customer's Acts or Omissions: In the event any act or omission of Customer or its agents, subcontractors, consultants or employees prevents BTS from performance of its obligations under this Agreement, BTS shall not be in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Underground Utilities: BTS shall notify Digger's Hotline to mark underground utilities including water, gas, electric, and cable, if BTS deems necessary. At BTS's request and as otherwise set forth in the Agreement, Customer shall arrange for a professional underground line service to mark any other lines for sprinkler lines, dog fences, septic systems, or other electric wires.

6. Price: The price for BTS's work performed on the Project is the price stated on the reverse side of these terms from BTS. Work performed on a time and materials basis includes all labor and materials supplied by BTS for performance of the Project, including, without limitation, travel to and from the work site, time spent performing work on the Project, time spent cleaning and organizing after work on the Project is completed, and debris disposal. Any additional work or equipment required by BTS to complete the Project caused by: (a) Customer's failure to make a condition known; (b) previously unknown circumstances; or (c) any other condition

not apparent in estimating the Project cost, shall be paid for by the Customer on a time and materials basis. All prices are subject to sales tax.

7. Payment Terms: Unless otherwise noted in the Agreement, payment is due upon invoice. BTS shall issue an invoice to Customer on or any time after performance of the work on the Project. Customer shall make all payments hereunder in US dollars by cash, check or credit card. Deposits are non-refundable. In the event BTS does not receive payment within five (5) days after becoming due, BTS may (a) charge interest on any such unpaid amounts at a rate of one and one-half percent (1.5%) per month, or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (b) suspend any further performance until Customer pays in full. If any payment obligation under this Agreement is not paid when due, Customer shall pay all costs of collection, including attorneys' fees, whether or not a lawsuit is commenced as part of the collection process.

8. Customer's Right to Cancel: PER ATCP 110 AND WISCONSIN STATUTE CHAPTER 423, YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT BY MAILING A WRITTEN NOTICE TO BUCKLIN TREE SERVICE, LLC, 936 APPLETON ROAD, MENASHA, WI 54952 BEFORE MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER YOU, THE CUSTOMER, SIGNED THIS AGREEMENT. IF YOU, THE CUSTOMER, WISH, YOU MAY USE THIS PAGE AS THAT NOTICE BY WRITING "I HEREBY CANCEL" AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS PAGE IS PROVIDED BY BTS FOR YOUR RECORDS.

9. Wisconsin Construction Lien Notice: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT (BTS) HEREBY NOTIFIES OWNER (CUSTOMER) THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE

CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

10. Limitation of Liability: IN NO EVENT SHALL BTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnity and Hold Harmless Agreement: Customer agrees to indemnify and hold harmless BTS and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, for bodily injury, illness, or death, or for property damage, including loss of use, which are caused in whole or in part by the negligence, act or omission of the Customer, or that of anyone employed by them for whose acts Customer may be liable. Customer's obligation hereunder shall be excused only if the claims, damages, losses and expenses stem from BTS's negligence or other tortious acts.

12. Insurance: BTS will maintain insurance in commercially reasonable amounts calculated to protect itself from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this Agreement. BTS maintains workers compensation coverage on all employees, as well as a comprehensive general liability policy.

13. Changes in Work: Customer reserves the right to order work changes in the nature of additions, deletions or modifications, without invalidating this Agreement. Except as set forth, below, all such changes shall be memorialized in a written change request (a "Change Request") and be signed by both parties. BTS specifically reserves the right to refuse to honor any Change Requests if they are not in writing signed by both BTS and Customer. However, if BTS completes any changes in work based upon the verbal instruction of Customer, Customer will unconditionally pay and accept the cost of such materials and labor associated with the Change Request. BTS preserves its right to collect all sums due and owing for that work regardless of whether or not the Change Request was in writing. All Change Requests shall also include reasonable conforming changes in the price and the likely time required to implement the change.

14. Customer's Representations and Warranties: Customer warrants that: (a) Customer is the owner of all property where the specified work on the Project is to be performed; (b) Customer has the necessary rights and authority

to enter into and perform under this Agreement; and (c) all trees listed as part of the Project are located on Customer's property, and, if not, that the Customer has received full permission from the true property owner to allow BTS to perform the work specified as part of the Project.

15. Cancellation: Customer cannot terminate, cancel or modify this Agreement, in whole or in part, except with BTS's written consent.

16. Waiver: No delay or failure by BTS in exercising any right under this Agreement, nor any partial or single exercise of such right, shall constitute a waiver of that right or any other right.

17. Force Majeure: BTS shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including but not restricted to acts of God, war, terrorism, civil commotion, acts of government, fire, theft, corrosion, floods, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief.

18. Governing Law: This Agreement shall be governed and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin in each case located in the city of Green Bay and County of Brown, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

19. Attorneys' Fees and Costs: In any legal suit, action or proceeding arising out of this Agreement, including, without limitation, a collections action, the parties agree that the prevailing party shall be entitled to reasonable attorneys' fees and costs.

20. Binding Effect: This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors or assigns.

21. Severability: If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in effect.

22. Entire Agreement: Each of the parties hereto agree and represent that this Agreement comprises the full and entire agreement between the parties affecting the Project and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized and that all negotiations, acts, work performed or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement. This Agreement may not be modified unless done so by written agreement.

23. Signatures: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. Photo Release: Customer hereby agrees that BTS may use images from the Project for purposes of advertising, website, blog and magazine submissions and any other means of promotion of BTS's business. BTS hereby waives any right to payment, royalties or any other consideration for the use of images.

TLB Wood Products LLC

N5624 County Road C
Seymour, WI 54165-8135

Voice: 920-833-9031

Fax: 920-833-9032

PROPOSAL

Proposal Number: 25-006
 Proposal Date: Jan 27, 2025
 Complete By: Jan 27, 2025
 Page: 1

To:
Fort Atkinson, City Of Municipal Building 101 N. Main Street FORT ATKINSON, WI 53538

Ship To:
FORT ATKINSON Municipal Building 101 N. Main Street FORT ATKINSON, WI 53538

Customer ID	PO Number	Sales Rep Name
FORT ATKINSON		
Customer Contact	Shipping Method	Payment Terms
Tom Williamson	1	C.O.D.

Quantity	Item	Description	Unit Price	Amount
1.00	GRINDING	Grinding based on pile size 1/23/2025 (pile size site visit by Doug) w/ B66 1000+HP Horizontal Grinder, Excavator/Operator & Skid Steer Splitter Est ~21-25 hrs. - Support of Front-end loader/operator for pushing pile & material while grinding, by Fort Atkinson - Mobilization Move/ load & unload overweight/size Grinder & Excavator or loader to & From SiteEst. ~4 hrs. - Grinding to be done, soon & NLT March 30, 2024, when convenient for both parties, will coordinate with Tom for time that works for all - All ground material will remain on site - All Fuel Included, Fuel Surcharge (FSC) will be added when diesel is above \$2.85 per gallon based on and/ IAW DOE Midwest weekly diesel rate Rate Schedule for reference only (DRCMR) - \$565/Hr. Grinder /operator and Excavator and.or Frontend loader - \$250/Hr. Mobilization - \$210+ FSC per truck load for hauling out ground materail w/ Semi-trailer w/ 90,000 Lbs GVW and/or120+ Yards/ load	13,900.00	13,900.00

Subtotal	13,900.00
Sales Tax	
Freight	0.00
TOTAL PROPOSAL AMOUNT	13,900.00

PROOF OF INSURANCE REQUIRED. ANY REPAIRS NEEDED ON MACHINE TO BE PAID FOR BY To Party Above (SEE BELOW)

Materials to be ground are certified by the owner to be free of contaminants, including but not limited to: metal, large objects, any foreign items that may cause damage to TLB Wood Products LLC equipment. The owner certifies that any damage to TLB Wood Products LLC equipment by said materials is at the cost of owner and/or his insurance. Any alteration or deviation from the above specifications involving extra costs, will become an extra charge over & above this estimate. All agreements contingent on accidents or delays are beyond our control. This proposal may be revoked if not accepted within 15 days. We reserve the right to recall this estimate within 5 business days in the event of an error.
 Term is Net 15. Service charges on amounts past due computed at 1.5% per month (18% per year)
 TLB Wood Products' acceptance of waste materials is conditioned on such material not constituting hazardous waste and/or subject to special treatment or disposal requirements as a result of hazardous constituents. Customer warrants and represents that the waste material provided to TLB Wood Products for processing is not contaminated in any fashion with hazardous materials and/or would not otherwise constitute hazardous waste under state or federal environmental laws. Customer agrees to indemnify and hold TLB Wood Products harmless from any costs and damages that may result if such waste material is non-conforming with the foregoing warranty and representation.

Acceptance of Proposal must be signed/dated & returned before work begins. The above is satisfactory & is hereby accepted.

Signature: _____ Date: _____