



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, JULY 7, 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

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AGENDA

- 1. Call meeting to order**
- 2. Roll call**
- 3. Pledge of Allegiance**
- 4. Consent Agenda:** *The Consent Agenda outlined below is hereby presented for action by the City Council. Items may be removed from the Consent Agenda on the request of any one Council member. Items not removed may be adopted by one action without debate. Removed items may be taken up either immediately after the Consent Agenda or placed later on the agenda at the discretion of the Council President.*
 - a. Review and possible action relating to the **minutes of the June 16, 2026 City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - b. Review and possible action relating to the **minutes of the June 23, 2026, Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
 - c. Review and possible action relating to the **minutes of the June 10, 2026, Parks and Recreation Advisory Board** (Dayton, Parks and Recreation Director)
 - d. Review and possible action on a **Special Event: Fort Polar Path - Fort Atkinson Animated Holiday Light Display, October 24, 2026 - January 16, 2027** (Ebbert, Clerk/Treasurer/Finance Director)
 - e. Review and possible action on a **Special Event: Magic on Janesville Avenue, Friday,**

December 4, 2026, 4:00- 6:30 pm (Ebbert, Clerk/Treasurer/Finance Director)

- f. Discussion and possible action relating to a **Temporary Retailer's License** for Fort Atkinson Club, Americana on the Rock on July 17, 2026 (Ebbert, Clerk/Treasurer/Finance Director)
- g. Review and possible action on a **Special Event: Pentecostal Church Anniversary**, Friday, July 10, Saturday, July 11, and Sunday, July 12, 2026, from 5:00 to 10:00 pm at the Municipal Gym (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. Review and possible action relating to proclamation recognizing **July as Parks and Recreation Month** in the City of Fort Atkinson (Houseman, City Manager)

8. Resolutions and Ordinances

- a. Review and possible action on a Resolution adopting the **Project Plan Territory Additional Amendment No. 1 and Boundaries for Tax Incremental District No. 9**, City of Fort Atkinson, Jefferson County, Wisconsin (Houseman, City Manager)
- b. Review and possible action relating to a Resolution adopting the **Project Plan and Boundaries for Tax Incremental District No. 11**, City of Fort Atkinson, Jefferson County, Wisconsin (Houseman, City Manager)

9. Reports of Officers, Boards, and Committees

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

10. Unfinished Business

11. New Business

- a. Review and possible action on **S. Main Street Construction project Change Order** (Navin, Director of Public Works)
- b. Review and possible action relating to the **relocation of the water main** on Riverside Drive (Armstrong, Water Utility Superintendent)
- c. Review and possible action related to **re-establishing access to the trail from the Wastewater Plant to the Wastewater Plant Outfall at the Rock River**

(Sweeney, Wastewater Superintendent)

- d. Review and possible action relating to the **replacement of the Harvestore Pump and back up Thickener/Centrifuge Feed Pump** (Sweeney, Wastewater Superintendent)
- e. Review and possible action relating to the **replacement of Five Activated Sludge Pumps and Two Digested Sludge Pumps** (Sweeney, Wastewater Superintendent)
- f. Review and possible action relating to the purchase of a **Security Access Door System installed by Ignatek with 2026 Municipal Building CIP funds** at a cost not to exceed \$10,570.34 (Dayton, Director of Parks and Recreation)
- g. Review and possible action relating to the repair of the **Fire Department truck 8177 aerial platform apparatus** (Peterson, Fire Chief)

12. Miscellaneous

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

14. Claims, Appropriations and Contract Payments

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

15. Adjournment

Date Posted: July 2, 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, JUNE 16, 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, Price and President Jaeckel. Also present: City Manager, City Clerk/Treasurer, City Attorney, Director of Public Works, Director of Neighborhood Services, Police Captain, Wastewater Superintendent.

3. Pledge of Allegiance

President Jaeckel led the Pledge of Allegiance.

4. Consent Agenda

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

- a. *Review and possible action relating to the **minutes of the June 2, 2026 City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- b. *Review and possible action relating to the **minutes of the June 9, 2026 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)*
- c. *Review and possible action relating to **building, plumbing, and electrical permit report for May 2026** (Draeger, Building Inspector/Zoning Administrator)*
- d. *Review and possible action relating to the City Clerk-issued **License and Permit Report for June** (Ebbert, Clerk/Treasurer/Finance Director)*
- e. *Review and possible action relating to **City Sewer, Water, and Stormwater Utility Financial Statements** as of May 31, 2026 (Ebbert, Clerk/Treasurer/Finance Director)*
- f. *Review and possible action relating to a **Temporary Retailer's License** for Randy Schopen Foundation's Fort Fall Fest on October 24, 2026, from 1:00 - 6:00 pm (Ebbert, Clerk/Treasurer/Finance Director)*
- g. *Review and possible action on a **Special Event: Fort Fall Festival, October 24, 2026 from 1:00 - 6:00 p.m.** at the Barrie Park (Ebbert, Clerk/Treasurer/Finance Director)*
- h. *Review and possible action on a **Special Event: Jazz in the Park, Friday, June 19, 2026,***

from 7 p.m. to 9 p.m. at Barrie Park (Ebbert, Clerk, Treasurer, Finance Director)

- i. Review and possible action on a **Special Event: Fat Boyz Motorcycle Raffle** (partnership with Fort Atkinson Lions Club), Saturday, June 27, 2026, from 4 p.m. to 9 p.m. at Fat Boyz (Ebbert, Clerk, Treasurer, Finance Director)*
- j. Review and possible action relating to a **Special Event: FA Community Band Concerts June 15, June 29, July 13, July 27, and August 10, 2026 from 7:00-9:00 p.m. at Barrie Park** (Thom, Deputy Clerk)*
- k. Discussion and possible action relating to a **Temporary Retailer's License** for St. Joseph Catholic Church, St. Joseph's Fall Festival on September 12-13, 2026 (Ebbert, Clerk/Treasurer/Finance Director)*

5. Public Hearings

None.

6. Public Comment for Matters on the Agenda

None.

7. Petitions, Requests, and Communications

- a. Recognition of Julia Beilke and Prana Health & Wellness as winners of the Historic Preservation Commission's 2026 Historic Preservation Award (Lee, Museum Director)*
No action was taken.
- b. Presentation and report relating to a Solar Study completed at City of Fort Atkinson Wastewater Treatment Plant (Nathan Cassity and Caramy Biederman, Donohue & Associates)*
No action was taken.
- c. Presentation and report relating to a Biosolids study at the City of Fort Atkinson Wastewater Treatment Plant (Nathan Cassity and Caramy Biederman, Donohue & Associates)*
No action was taken.

8. Resolutions and Ordinances

- a. Review and possible action relating to the **Wastewater Utility 2025 Compliance Maintenance Annual Report (CMAR)** to the Wisconsin Department of Natural Resources (Sweeney, Wastewater Superintendent)*
Superintendent Sweeney stated that Wisconsin Administrative Code NR 208 requires each wastewater treatment facility to complete and submit an annual evaluation of its treatment and collection systems' condition and performance. The Utility's 2025 grades are as follows: • Influent flow and loadings = A • Effluent quality: BOD = A • Effluent quality: TSS = A • Effluent Quality: Ammonia = A • Effluent quality: Phosphorus = A •

Biosolids quality and management = A • Preventive maintenance and staffing = A • Operator certification = A • Financial management = A • Collection systems = A. The Facility's overall grade point average for 2025 is a 4.0 (2024 = 3.92; 2023 = 4.00) and indicates that overall, the plant is in good condition and is operating at a high level.

Huckabee moved, seconded by Johnson to approve the Wastewater Utility 2025 Compliance Maintenance Annual Report as required by Ch. NR208 to the Wisconsin Department of Natural Resources. Motion carried.

- b. *Review and possible action relating to a Resolution Designating the City of Fort Atkinson Police Department as the **Primary Wireless 911 Public Safety Answering Point** (Lindsey, Police Captain)*

Captain Lindsey provided that the Fort Atkinson Police Department is currently a primary Public Safety Answering Point (PSAP) for all landline 911 calls in the City of Fort Atkinson. The Department is seeking to transition from a secondary wireless 911 PSAP to a primary wireless PSAP. Throughout 2025, the Department initiated and completed its transition to AT&T's nextgeneration wireless 911 service. The transition from a secondary wireless 911 safety answering point to a primary point, is essential to operations as the Department continues to provide best-in-class service to the community. This transition is the final step in the 911 Next Generation transition that was initiated in 2025. The cost associated with this transition is \$6,500. This is a one-time charge from AT&T/Intrado and is necessary to ensure the system operates as intended. Funds to pay for this service will come from the PD's telephone/radio account within the 2026 adopted budget.

Lescohier moved, seconded by Price to adopt the Resolution designating the City of Fort Atkinson Police Department as the Primary Wireless 911 Public Safety Answering Point. Motion carried.

- c. *Third/final reading and possible action relating to an **Ordinance Amending the City of Fort Atkinson Zoning Map** for the property located at 550 McMillen St. (parcel numbers 226-0614-3443-018 and 226-0614-3434-045), from Institutional (I) to Multi-Family Residential-30 (MRM-30) (Draeger, Director of Neighborhood and Building Services)*

Director Draeger provided this is the third and final reading of the Ordinance. The proposed project involves a Zoning Map Amendment for two existing parcels from Institutional to Multi-Family Residential-30 (MRH-30) to facilitate the future development of four multifamily apartment buildings with 24 units in each. The City's Comprehensive Plan's Future Land Use Map shows the two parcels to be in the Planned Mixed Use land use category, which supports a mix of commercial and residential uses, including those uses permitted under the proposed MRH-30 zoning district. No comments were received by Staff.

Huckabee moved, seconded by Price to approve and adopt Ordinance Amending the City of Fort Atkinson Zoning Map for the property located at 550 McMillen St. (parcel numbers 226-0614-3443-018 and 226-0614-3434-045), from Institutional (I) to Multi-Family Residential-30 (MRM-30). Motion carried.

9. Reports of Officers, Boards, and Committees

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

No action was taken.

10. Unfinished Business

None.

11. New Business

a. *Review and possible action relating to outstanding **Wisconsin Department of Transportation Invoices** (Navin, Director of Public Works)*

Director Navin stated, the City has outstanding invoices with the Wisconsin Department of Transportation (DOT) associated with the Robert Street Bridge project from 2022. DOT staff has indicated that new connecting highway projects will not move forward until these invoices are paid. The total cost of the three invoices equals \$135,420.31. Staff proposes to use the City's contingency account to cover these costs. If payment of these invoices is approved with contingency funds, there will be \$56,140.66 remaining in that account for use in 2026.

Huckabee moved, seconded by Johnson to authorize the payment of the three outstanding Wisconsin Department of Transportation invoices for a total cost of \$135,420.31 using the City's 2026 contingency funds. Motion carried.

b. *Review and possible action relating to a **Grant Award Received for Lead Service Lateral Replacement Communications** (Navin, Director of Public Works)*

Director Navin discussed that in 2021, the Bipartisan Infrastructure Law (BIL) established requirements for lead service lateral replacements throughout the country by 2037. In fall of 2025 Water Utility staff completed the inventory of all 4,709 laterals in the City. At that time, the City Council enacted an ordinance requiring the replacement of all lead service laterals within the City, and City staff submitted the Intent to Apply for a Wisconsin Department of Natural Resources (WDNR) Safe Drinking Water Loan. Recognizing that successful lead service line replacement requires robust public participation, City staff collaborated with Jefferson County Health and Human Services to apply for the LSLR Community Outreach Grant. Staff is pleased to announce that the Wisconsin DNR has awarded the City the full funding amount of \$150,000 for this outreach initiative. These funds, available for eligible costs incurred between May 16, 2026, and May 15, 2028, will be used to support the success of the LSL replacement projects through dedicated community engagement and education.

Price moved, seconded by Huckabee to accept the Lead Service Lateral Replacement Community Outreach Grant Award in the amount of \$150,000 (additional grant funding may be available) and authorize the City Manager to sign the acceptance letter. Motion

carried.

- c. *Review and possible action relating to an **Extraterritorial Certified Survey Map** for the property located at N3628 County Road K (CSM-2026-06) (Draeger, Director of Neighborhood and Building Services)*

Director Draeger stated the applicant is requesting approval of a Certified Survey Map (CSM) to combine two existing parcels into a single lot. The subject property is located within the Town of Jefferson and will remain zoned R-2 under Jefferson County zoning following the proposed land combination. Staff notes that the applicants were recently granted a Conditional Use Permit for the construction of a new shed on the property. It is assumed that the proposed combination of the two existing lots through this CSM is intended to facilitate that approved improvement by creating a single parcel. The Plan Commission met on June 9th and recommended the City Council approve the extraterritorial CSM subject to the condition included in the staff report: Waive the dedication of the Public Right of Way required under Section 70.04.01.

Huckabee moved, seconded by Price to approve the Extraterritorial Certified Survey Map for the property located at N3628 County Road K (CSM-2026-06) subject to the conditions outlined in the staff report. Motion carried.

- d. *Review and possible action relating to an **Extraterritorial Certified Survey Map** for the property located at W5812 County Road M (CSM-2026-07) (Draeger, Director of Neighborhood and Building Services)*

Director Draeger discussed that a significant portion of the Hausz Brothers quarry is located on land jointly owned by Poyer Homestead, LLC. The owners propose to convey the portions of their property currently occupied by the quarry to Hausz Brothers. As part of this process, Poyer Homestead, LLC will combine their remaining lands into a single parcel, while Hausz Brothers will consolidate the conveyed lands with its existing quarry property. The purpose of the Certified Survey Map (CSM) is to place the entire active gravel pit on a single parcel under Hausz Brothers ownership. The Plan Commission met on June 9th and recommended the City Council approve the extraterritorial CSM subject to the conditions included in the staff report.

Lescohier moved, seconded by Johnson to approve the Extraterritorial Certified Survey Map for the property located at W5812 County Road M (CSM-2026-07) with corrections noted in the Plan Commission Staff report. Motion carried.

- e. *Review and possible action related to the **replacement of the barn roof and siding** at the Fort Atkinson Municipal Airport using CARES Act Funds (Draeger, Director of Neighborhood and Building Services)*

Director Draeger discussed how the roof and siding of the barn located at the Fort Atkinson Municipal Airport are in need of replacement. The structure's current exterior consists of the original board and batten wood siding and asphalt 3-tab shingles on the roof which are long past their useful life. The barn is located at the Municipal Airport, which was registered with the Federal Aviation Administration (FAA) in 1948. The structure is not listed on any historic register; however, it possesses significant local

character and reflects a traditional Wisconsin dairy barn design. The adopted 2026 Capital Improvement Program (CIP) includes \$30,000 for replacement of the barn roof, funded through CARES Act allocations, as reflected in the approved budget documents.

The following summarizes the three proposals for replacement of the barn roof only:

- Smith Roofing: \$56,300 — Tear off two layers of shingles, install new OSB plywood, install standard steel roofing panels, no thickness specified. 1 year workmanship warranty and standard manufacturer warranty on the panels.
- Reidl and Sons Roofing: \$38,456.30 — install purlins over existing roof, install standard steel roofing panels, no thickness specified. 10 year workmanship warranty and standard manufacturer warranty on the panels.
- Midwest Roofing and Construction: \$23,660 — install purlins over existing roof, install .29 gauge steel roofing panels. 40 year paint warranty on the panels.

Following the initial review of proposals, City staff requested an additional quote from Midwest Roofing and Construction to include replacement of the barn's deteriorated siding and soffits as part of the same project. Staff pursued this option to capitalize on economies of scale associated with completing all exterior improvements under a single contract and to address conditions on a City-owned structure that are currently not in compliance with City property maintenance standards. Midwest Roofing and Construction subsequently provided a revised proposal totaling \$46,324, consisting of \$24,400 for the roof replacement and \$21,924 for the siding and soffit replacement. The modest increase in the roof cost reflects the time elapsed between the original and revised quotations

Staff proposes to use CARES Act funds for the project. The City received \$75,000 from the federal government between 2022 and 2023 through the Bipartisan Infrastructure Law (BIL) to support local airports suffering through the effects of the COVID-19 pandemic. These funds have been sitting in the Airport Fund (Fund 20) fund balance since their receipt. The impact of using \$46,324 of these funds will be seen in the 2026 audit and will look like a reduction in fund balance. As of the end of 2025, the Airport Fund had about \$154,000 in fund balance

Lescohier moved, seconded by Huckabee to accept the proposal from Midwest Roofing and Construction to replace the roof and siding on the Fort Atkinson Municipal Airport Barn at a cost not to exceed \$46,324 to be completed in 2026 using CARES Act funds. Motion carried.

12. Miscellaneous

None.

13. Public Comment for Matters Not on the Agenda

Chris Vagasky, 1681 Ila Street - spoke in regards to Koshkonong Estates and is hoping they can receive updates.

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)*

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

15. Adjournment

Huckabee moved, seconded by Johnson to adjourn. Meeting adjourned at 8:18 pm.

Respectfully submitted,

Michelle Ebbert

City Clerk/Treasurer/Finance Director



**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, JUNE 23, 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 p.m.

2. Roll call

Present: Chairperson Manager Houseman, Director of Public Works Navin, Council Representative Huckabee, Commissioners Ciccarelli, Shull, and Schultz. Also Present: Deputy Clerk, Clerk/Treasurer/Finance Director, and the City Attorney.

Excused absence: Commissioner Shull left the meeting at 4:45 p.m.

3. New Business

a. Review and possible action relating to the *minutes of the June 9, 2026 Plan Commission meeting* (Ebbert, Clerk/Treasurer/Finance Director)

Huckabee moved, seconded by Ciccarelli, to approve the minutes of the June 9, 2026 Plan Commission meeting. The motion carried, 6-0.

b. Public Hearing relating to the proposed **Amendment #1 to Tax Incremental District (TID) No. 9 (Houseman, City Manager)**

Chairperson Manager Houseman presented the proposed Amendment #1 to Tax Incremental District (TID) No. 9 which would add 70 parcels totaling about 42 acres in the Koshkonong Estates Subdivision to provide financing for rebuilding, removing, and improving public infrastructure while encouraging future development. Potential projects include infrastructure upgrades, stormwater improvements, land purchases, planning and surveying services, pedestrian and bicycle connections, and entryway signage enhancements. Public notice was provided to taxing jurisdictions and published in June 2026, and the Joint Review Board held its initial review meeting on June 22, 2026.

Public Hearing opened at 4:11 p.m.

Chris Vagasky, 1681 Ilsa Street, expressed concern that the TID provides an 11-year timeline for development projects but no timeline for addressing the needs of existing Koshkonong Estates residents, which could affect his property improvement decisions. He

said the TID plan focuses on roads and new development while failing to address ongoing water issues and wetland encroachment in the Koshkonong Estates Subdivision. He also requested that Commissioner Schultz recuse himself due to a financial interest as a Koshkonong Estates property owner.

After three calls and no comments, the public hearing was closed at 4:13 p.m.

c. **Public Hearing** relating to the creation of **Tax Incremental District (TID) No. 11**
(Houseman, City Manager)

Chairperson Manager Houseman presented the proposal to create a new Tax Incremental District (TID) No. 11. TID No. 11 is a proposed mixed-use Tax Increment District that would include undeveloped and underdeveloped land from the former Klement Business Park (TID No. 6) as well as additional property along Janesville Avenue and Hackbarth Road. The district would encompass 27 parcels totaling approximately 250 acres, with an estimated fair market value of \$21.2 million. If created, existing property tax revenues would continue going to the taxing jurisdictions, while taxes generated from future increases in property value would be used to fund development and infrastructure improvements within the district. Planned projects may include road and utility upgrades, corridor and intersection improvements, park and trail enhancements, land acquisitions, development incentives, and signage improvements. Public notice was provided in June 2026, and the Joint Review Board conducted its initial review of the proposal on June 22, 2026.

Public Hearing opened at 4:13 p.m.

Todd Willkomm; owns two properties in Business Park and fully supports the TID, stating it will promote development and help businesses and developers grow that area of town.

After three calls and no comments, the public hearing was closed at 4:15 p.m.

d. **Review and possible action relating to a Resolution recommending adoption of the Project Plan Territory Additional Amendment No. 1 and Boundaries for Tax Incremental District No. 9, City of Fort Atkinson, Wisconsin** (Houseman, City Manager)

Huckabee asked a clarifying question in regard to whether establishing the TID is the first step, with planning to follow, and inquired about the overall project timeline. Manager Houseman confirmed that the TID must be established first, followed by re-platting, infrastructure design, and infrastructure construction, but said it was too early to provide a timeline. Huckabee also asked whether the project plan's provision for City land acquisition was common practice. Manager Houseman explained that including potential land acquisition is standard and provides flexibility to pursue future opportunities without requiring amendments to the TID project plan.

Schultz stated that, although he owns a home in Koshkonong Estates, he did not believe recusal was necessary because he is not a stakeholder in the project. He stated he could evaluate the matter fairly and objectively and would vote based on what he believes is in the best interest of the community.

Ciccarelli asked what planning and studies had been completed to date. Manager Houseman stated that wetland studies had been conducted to evaluate developable land, potential roadway configuration changes, and engineering solutions to address water issues. She explained that, if the TID is approved, those studies would be evaluated further and the re-platting process would begin.

Ciccarelli inquired whether a parcel adjacent to the proposed TID that is currently outside the City limits would qualify for the one-half-mile radius for eligible improvements if it were annexed into the City, and whether it would automatically become part of the TID or require an amendment. He noted that the parcel could provide improved connectivity to Rock River Park. The Baird representative, participating via Zoom, stated that she would need to verify the details but believed the parcel would likely qualify within the one-half-mile radius.

Huckabee moved, seconded by Ciccarelli to recommend that the Plan Commission adopt the resolution recommending adoption of the Project Plan Territory Addition Amendment No. 1 and Boundaries for the Tax Incremental District No. 9, City of Fort Atkinson, Wisconsin. Motion carries 6-0

- e. *Review and possible action relating to a Resolution recommending adoption of the Project Plan and Boundaries for Tax Incremental District No. 11, City of Fort Atkinson, Jefferson County, Wisconsin (Houseman, City Manager)*

Ciccarelli stated that if the utility easement that runs adjacent and through the TID was considered unbuildable, it could potentially be used for green space.

Huckabee moved, seconded by Schultz to recommend that the Plan Commission adopt the resolution recommending approval of the Project Plan and Boundaries for Tax Incremental District No. 11, City of Fort Atkinson, Jefferson County, Wisconsin. The motion carried, 6-0.

- f. *Review and possible action relating to a **Special Area Design Review** for paint at Hein Law Office located at 101 S., Main St. (Houseman, City Manager) (SADR-2026-03)*

Chairperson Manager Houseman presented a Special Area Design Review - Design Alteration Review for the property located at the corner of South Main Street and South Water Street at 101 S. Main St., which was formerly occupied by Edward Jones Investments and is currently leased by Hein Law. After recently receiving approval for new awning signage, the tenant is now proposing additional improvements to the building's front façade. The property is located within the Downtown Historic Mixed Use zoning district, where design standards are intended to preserve the area's historic character and architectural compatibility. The proposed changes include painting the storefront exterior in two shades of tan to enhance the building's appearance at this prominent downtown corner. The Historic Preservation Commission reviewed the proposal and found the selected colors appropriate, expressing no concerns with the planned improvements.

Ciccarelli motioned, seconded by Shull to approve the Design Alteration Review as

proposed.

- g. *Review and possible action relating to a **Special Area Design Review** for Paddy Shack located at 201 S. Main St. (Houseman, City Manager) (SADR-2026-04)*

Chairperson Manager Houseman presented a Special Area Design Review - Design Alteration Review for the property located at 201 S. Main St. The project includes replacing the existing recessed storefront with a new storefront that aligns with the building façade to accommodate an additional golf simulator while maintaining the appearance of a traditional storefront. The Historic Preservation Commission acknowledged that, although removal of the existing storefront is not ideal, the replacement storefront preserves the building's historic character and allows for future reconfiguration. The Commission discussed the proposed aluminum storefront frame and indicated support for either the proposed aluminum finish or a dark bronze/black finish.

Commissioner Huckabee expressed concerns with the proposed design and stated that she had spoken with the business owner regarding alternative design options. She requested to present those alternatives to the Commission. Manager Houseman stated that the proposal before the Commission was the application submitted for review, and it had received support from the Historic Preservation Commission.

Commissioner Huckabee moved to table the Special Area Design Alteration Review. The motion failed for lack of a second.

Ciccarelli stated that while the brushed aluminum would match the current storefront, he would like to recommend the black/dark bronze.

Commissioner Schultz motioned to approve the proposed design alteration with the following conditions:

- Require the applicant to utilize black/dark bronze window and door frames
- Any other recommendations of City staff and the Plan Commission.

Motion failed due to lack of a second.

- h. *Review and possible action relating to a **Special Area Design Review** for State Farm Insurance located at 103 S. Main St. (Houseman, City Manager) (SADR-2026-05)*

Chairperson Manager Houseman presented the Special Area Design Review - Design Alteration for State Farm Insurance located at 103 S. Main St. The applicant proposes exterior improvements to a property in the Downtown Historic Mixed Use District, including repainting the building, reconfiguring the storefront, removing the existing awning, and installing new lighting and signage. Following review by the Historic Preservation Commission, the applicant revised the plans by replacing the proposed stone veneer with black aluminum panels and providing updated paint colors that better complement the building's historic character. The existing painted brick will remain, as removing the paint and restoring the original brick was determined to be cost-prohibitive. Staff concluded that the revised proposal represents a substantial improvement to the

building and is generally consistent with the intent of the Downtown Historic Mixed Use design standards.

Nate Yahn, the applicant, stated that what is listed as stone veneer on the rendering is not actually stone, but ceramic floor tiles added to the exterior of the vertical jams on the storefront. Through conversations with the Historic Preservation Commission, they have agreed to use aluminum wrap instead.

Ciccarelli moved, seconded by Schultz to recommend approval of the proposed Design Alteration, including the following conditions:

- Require the applicant to provide period-appropriate color swatches for the proposed painting.
- Require the applicant to wrap the storefront with a dark aluminum surrounding the reconfigured storefront.
- Any other recommendations of City staff and the Plan Commission.

The motion carries, 5-0. Commissioner Shull was absent for the vote.

i. Update on previously approved projects (Houseman)

Chairperson Manager Houseman provided the following updates:

- The Certified Survey Map for 312 S. Fourth Street has not yet been approved due to an issue with locating and televising the storm sewer to identify the easement area before it moves forward to City Council. All other Certified Survey Maps from the last plan commission meeting were approved.
- The ground breaking for the Spec Buildings in the Klement Business Park will be on site at 10:00 am on June 30th.

4. Adjournment

Huckabee moved, seconded by Ciccarelli to adjourn. The motion carried 5-0, and the meeting adjourned at 4:49 p.m.

Respectfully submitted,
Courtney Thom
Deputy Clerk



**PARKS AND RECREATION ADVISORY BOARD MEETING
IN PERSON AND VIA ZOOM
WEDNESDAY, JUNE 10, 2026 – 4:00 PM
CITY HALL – SECOND FLOOR**

MINUTES

1. Call meeting to order

Jaeckel called the meeting to order at 4:04pm

2. Roll call

Present Bm. Scheckel, Baird, Dorfman, Heath, and President Jaeckel. Also present: Sami Erstad

Absent: Bm. Mahoney and Dary

3. Approval of Minutes

a. Review and possible action relating to the minutes of the March 11, 2026 Parks and Recreation Advisory Board meeting (Dayton)

Baird moved, seconded by Heath, to approve the March 11, 2026 Parks and Recreation Advisory Board meeting minutes. Motion carried.

4. Unfinished Business

a. Review, discussion, and possible recommendation to the Ordinance Committee amending Sec. 62-1 related to Animals on city park grounds, an amendment of Sec. 62-2 related to Operation of vehicles, animals restricted; destruction of property, an amendment of Sec. 62-4 related to Possession, consumption of alcohol prohibited, an amendment of Sec. 62-37 related to Hours of operation and the proposed creation of Sec. 62-5 related to Smoking, vaping, and e-cigarettes prohibited.

Dayton reviewed the information in the staff report and summarized the subcommittee's work and findings.

Jaeckel stated that the committee reviewed several sources and found that the proposed ordinances are common in municipalities similar to Fort Atkinson. He added that all committee members support the proposed ordinance recommendations.

Jaeckel moved that the Parks and Recreation Advisory Board recommend approval of the proposed ordinance changes to the Ordinance Committee for formal review and possible recommendation to the City Council. Seconded by Baird. Motion carried.

- b. *Review, discussion, and possible recommendation relating to the adoption of standardized City of Fort Atkinson Parks and Recreation General Park and Ballfield Rules.*

Dayton reviewed the staff report and explained that support from the Parks and Recreation Advisory Board reinforces the department's policy.

Dayton explained that adoption of the rules will have no financial impact on the city at this time. Estimates for implementing new signage range from \$3,000.00 to over \$5,000.00 on the low end, based on today's prices.

No additional comments were made.

Scheckel moved to approve the recommendation supporting the department's adoption of the proposed parks rules. Seconded by Baird. Motion passed.

- c. *Parks and Recreation Board - Park facilities tour*
Rescheduled due to poor weather conditions.

5. New Business

None

6. Miscellaneous

- a. *Director's Report (Dayton)*

Looking ahead, we have several events to look forward to in the parks, including a new DIY Carnival Game Lab on August 9, a Lacrosse Camp on June 22, a World of Wheels on September 12, and an Adult Recess Remix on September 11th.

We received several generous donations this year, including the installation of the bike rack at Barrie Park. This was funded by the Fort Atkinson Women's Club and the Beautification Council. Staff also received a \$700.00 donation from the Barney's Benefits organization in support of youth sports. We were able to use those funds immediately to purchase new t-ball equipment.

Aquatic Center:

We recently completed a full upgrade to our camera system at the aquatic center. The new system provides better security for the facility and will allow staff and the Police Department to access it remotely if an event needs to be investigated.

We rolled out our new Point of Sale system at the front desk and concessions stand at the pool. This gives Aquatic Center customers' flexibility, allowing them to pay with cash or credit card. A service charge will be assessed on credit card purchases, and those paying

with cash will continue to pay our affordable concession stand prices as listed.

Pool passes are being processed now, and with the pool officially open, it is a good reminder for others to stop by and order theirs soon. To date (6/10/26), we have 442 family pass orders (255 FA, 187 NR) and 37 individual passes (26 FA, 11 NR).

Parks:

Our Parks and Cityscape seasonal team members have all started, and we are officially fully staffed for this summer. This year's crew has been working hard to plant our downtown flower pots, prep shelters for renters, prep diamonds for softball games, and help keep our parks looking good for the summer. One note, our staff started working the week of May 18, and we were at full strength by June 1, compared with previous years, when some staff may not arrive until mid-June.

We received word that the shelter portion of Haumersons Pond Garage is estimated to arrive in the third week of July. Shortly after that is complete, contractors will be able to install the roof and complete the interior walls and fixtures. The Friends of Haumersons and our parks staff are excited to see this project wrap up and to offer this new amenity to the community.

A few other items that need to be completed include turning on the fountains at Bicentennial Park and behind the police department. We will also be painting the Barrie Park Bandshell in June and will continue removing several trees left over from the April 14 storm.

Recreation:

On May 30, we hosted our first-ever Sky Kite Festival at Ralph Park. Just under 60 people were in attendance. Participants got to make their very own custom kites to keep. Attendees also brought their own kites, including a very large squid-shaped kite and a large sail kite.

Adult Athletics:

Adult softball is up and running, the Monday night men's league has 6 teams (-1), the Tuesday night coed league has 4 teams (-4), and our Thursday night league has a total of 15 (+1) teams. Overall, we are down 4 teams across all levels from the 2025 season.

Youth Athletics:

Our new Wednesday night BLASTBALL league has an impressive 41 participants, and the Tball league has 49 participants. Both programs were all set for tonight but will need to wait one more week due to bad weather on the first night.

Main Street Dance Studio:

The Parks and Recreation Main Street Dance Recital was held May 1st and 3rd at the Young Auditorium in Whitewater. Over 800 people watched the May 1st show (ages

3-6), and over 1,000 attended the show on Sunday for ages 7-18.

Dance classes will continue soon with our summer sessions! This also includes the popular Dance Intensive Camp for children ages 10-18.

Youth Center:

We have officially moved to our summer hours at the Youth Center! The municipal building gym and upstairs gaming room will be open to Middle School age kids Monday through Friday, noon to 4 pm.

From this past winter through spring, the Youth Center staff implemented a new Basketball Open gym for high school students on Friday nights. The program runs after our regular Middle School Youth Center hours. It has been successful, with about 16 students attending each night, and will continue through the summer months.

Senior Center:

The Senior Center board donated a 10 stall bike rack to be installed at the center this month. This is a forward thinking move by their board and our staff, anticipating that soon more seniors may soon choose to travel by bike to the Senior Center.

Respectfully submitted,

Ben Dayton
Parks and Recreation Director

7. Next Meeting

*a. Next Meeting: **Wednesday, September 9, 2026 at 4:00 p.m.***

8. Adjournment

Heath moved, seconded by Scheckel, to adjourn. Meeting Adjourned at 4:45 p.m.



MEMORANDUM

DATE: June 10, 2026

TO: Committee/Commission/Board

FROM: Ben Dayton, Director of Parks and Recreation

RE: Review, discussion, and possible recommendation to the Ordinance Committee amending Sec. 62-1 related to Animals on city park grounds, an amendment of Sec. 62-2 related to Operation of vehicles, animals restricted; destruction of property, an amendment of Sec. 62-4 related to Possession, consumption of alcohol prohibited, an amendment of Sec. 62-37 related to Hours of operation and the proposed creation of Sec. 62-5 related to Smoking, vaping, and e-cigarettes prohibited.

BACKGROUND

Parks and Recreation Director Parks and the Recreation Advisory Board Rules and Ordinances Subcommittee conducted a focused review of Chapter 62, Articles I and II of the City's Codes and Ordinances. Additionally, the subcommittee investigated the addition of a new ordinance to prohibit the use of smoking, vaping, and e-cigarettes products within the city's park system.

DISCUSSION

Staff provided the subcommittee with a proposal adopting new ordinance to prohibit smoking, vaping, and the use of e-cigarettes within city parks and on public trails. Additionally, revisions were recommended to existing ordinances regarding pets on designated park property, protection of city property within the parks system, glass bottle restrictions, and park hours of operation. These amendments are intended to align current usage of park facilities with city ordinance.

The following recommendations and rationales are proposed:

ARTICLE I. - IN GENERAL

Sec. 62-1. - Animals on city park grounds:

Staff proposes extending this ordinance to include designated athletic fields and playgrounds. This restriction is intended to prevent damage to prepared ballfields and ensure playgrounds remain free of animal waste. Also, extending the ordinance to easily recognizable facilities without the need for additional posted signage.

Sec. 62-2. - Operation of vehicles, animals restricted; destruction of property.

Staff recommends adding language to specifically identify the unauthorized tampering with city

property during activities such as geocaching and the use of metal detectors. While geocaching is recognized as an acceptable activity, the intent is to prevent the modification of or damage to facilities and property.

Sec. 62-4. - Possession, consumption of alcohol prohibited.

Staff recommendations include removing the consumption of alcohol in Bicentennial Park from the prohibited list. The original ordinance was adopted when the park was located in a different area. Memorial Park will remain on the list due to its primary use as a youth sports facility. The ordinance will also be updated to include legal, hemp-derived THC beverage products and a citywide prohibition of glass bottles in parks to enhance public safety and reduce the risk of injury from broken glass.

Sec. 62-5. - Smoking, vaping, and e-cigarettes prohibited. (proposed new ordinance)

Staff recommends, with subcommittee support, the adoption of a new ordinance prohibiting the use of smoke or vapor producing products within park spaces. Aside from public health concerns, the intent is to remove smoking and vaping from public events, youth activities, and locations where the general public will congregate. Under the proposed rules, the use of these products would be restricted to areas within the public right-of-way.

ARTICLE II. - ADMINISTRATION AND ENFORCEMENT

Sec. 62-37. - Hours of operation.

Staff recommends that park hours mirror the weekend hours established by the citywide curfew ordinance (Section 58-197). This update also includes the removal of specific, outdated hours previously set for Bicentennial Park.

FINANCIAL ANALYSIS

Staff does not anticipate a significant financial impact associated with the recommended new ordinance and ordinance amendments.

RECOMMENDATION

Staff recommends that the Parks and Recreation Advisory Board recommend the above proposed changes to the Ordinance Committee for formal review and possible recommendation to City Council

ATTACHMENTS

1. Chapter_62___PARKS_AND_RECREATION redline 6.10.26 DRAFT



MEMORANDUM

DATE: June 10, 2026

TO: Committee/Commission/Board

FROM:

RE: Review, discussion, and possible recommendation relating to the adoption of standardized City of Fort Atkinson Parks and Recreation General Park and Ballfield Rules.

BACKGROUND

The Parks and Recreation Director and the Parks and Recreation Advisory Board, Rules and Ordinances Subcommittee, conducted a comprehensive review of general park rules and specific regulations for baseball and softball athletic fields. The goal of this research was to modernize and standardize consistent expectations across all City of Fort Atkinson Park facilities.

DISCUSSION

Staff presented the subcommittee with a proposal to adopt a formal rules policy. This standardized set of rules is designed for consistent use on physical park signage, social media platforms, and the official City of Fort Atkinson Parks and Recreation website. The intent is to provide the public with clear, uniform information regardless of the platform. The following recommendations are proposed:

City of Fort Atkinson Parks and Recreation General Park Rules:

- Park hours: 5:00 a.m. – midnight.
- No overnight camping or parking.
- No soliciting on public property.
- Use of park equipment is at your own risk.
- Motorized vehicles are permitted only on designated roads and in parking areas.
- No pets on athletic fields and playground equipment, or where otherwise posted.
- Pet owners must clean up and properly dispose of all pet waste.
- All litter must be disposed of properly.
- No glass bottles in parks or on trails
- No open fires are permitted.

- No smoking or vaping is permitted in parks or on trails.

City of Fort Atkinson Parks and Recreation Ballfield Rules:

- No hitting, throwing, kicking, or attaching objects to fences.
- Bikes, scooters, skateboards, R/C cars, or similar items are not allowed on fields.
- All tarps, bases, and base plugs must be returned to designated storage locations.
- Only authorized personnel may operate city-owned equipment.
- No pets are allowed on athletic fields.
- No metal cleats, sunflower seeds, gum, or tobacco are permitted in batting cages.

FINANCIAL ANALYSIS

Staff does not anticipate an immediate financial impact from the formal adoption of these rules. However, there will be future expenses associated with the printing and installation of new signage. Updated estimates for these costs will be provided at the time of implementation.

RECOMMENDATION

Staff recommends that the Parks and Recreation Advisory Board recommend the proposed general park and ballfield rules for formal adoption by the City of Fort Atkinson Parks and Recreation Department.

ATTACHMENTS

None



MEMORANDUM

DATE: July 7, 2026

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Fort Polar Path - Fort Atkinson Animated Holiday Light Display, October 24, 2026 - January 16, 2027 (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

Fort Beautification Council

Event: Fort Atkinson Animated Holiday Light Display – Fort Polar Path

Dates and Hours of Event: Lights lit Mid November 2025 through January 1, 2026

Set up: October 28, 2025

Tear down: January 2 through January 12, 2025

Locations: Janesville Ave Bike Path in front of Jones Dairy Farm heading north to the Rotary Depot Pavilion

Contact Person: Mariah Hadler; mariahh@jonesdairyfarm.com

Estimated Number of Attendees: 5000+ - open to community, outdoor light display

More information on Beautification Council: www.fortbeauty.org

More information on Christmas Lights: <https://www.christmasdonebright.com/>

The application and event information was routed to all City Departments without concerns and the following comments:

1. The set up and removal of the holiday lights and displays should be completed within the window listed in your special event application.
2. The Beautification Council will be responsible for resetting the GFIs or troubleshooting lights/displays once the lights are up.
3. The arches should stay a minimum of 15' away from back of any curb and nothing should be placed in any vision triangle. The vision triangle is measured along the back of the curb going each direction from an intersection and then connecting those lines to make a triangle. 15' along the curb for minor intersections (bike path and 7th) and 20' for major intersections (Janesville and any street).

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: Fort Polar Path - Fort Atkinson Animated Holiday Light Display, October 25, 2025 — January 12, 2026, at the Bike Path in front of Jones Dairy Farm.

ATTACHMENTS

1. Polar Path Holiday Lights 2026
2. 2026 Polar Path Lights Bike Path Map

**CITY OF FORT ATKINSON****Special Event Application**

Fee: \$25.00

Name of Business/Group Organizing Event: **FORT ATKINSON CITY BEAUTIFICATION COUNCIL**Contact Person for Event: **MARIAH HADLER**

Phone Number:

Email:

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

Phone:

Email:

Special Event DetailsEvent Name: **FORT POLAR PATH**Event Date (mm/dd/yyyy): **SET UP WILL START OCT 24, 2026 - DISPLAY WILL BE LIT MID NOV- JAN1ST - DISPLAY TAKE DOWN JAN 1-16 2027**Event Location: **ON JANESVILLE AVE BIKE PATH IN FRONT OF JONES DAIRY FARM HEADING NORTH TO THE ROTARY DEPOT PAVILION**Estimated Number of Attendees: **THOUSANDS**Hours of Event: **24/7**Event Setup Time: **OCT. 24 -NOV. 2026**Event Tear Down Time: **By Jan. 16, 2027**Event Description: **ANIMATED HOLIDAY LIGHT DISPLAY ON THE BIKE PATH - JANESVILLE AVENUE FROM SOUTH 3RD STREET EAST TO ROCKWELL AVENUE**Goal/Purpose of Event: **TO DRAW TOURISM TO FORT ATKINSON WHILE PROVIDING A FREE ACTIVITY FOR LOCAL RESIDENTS**

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.*

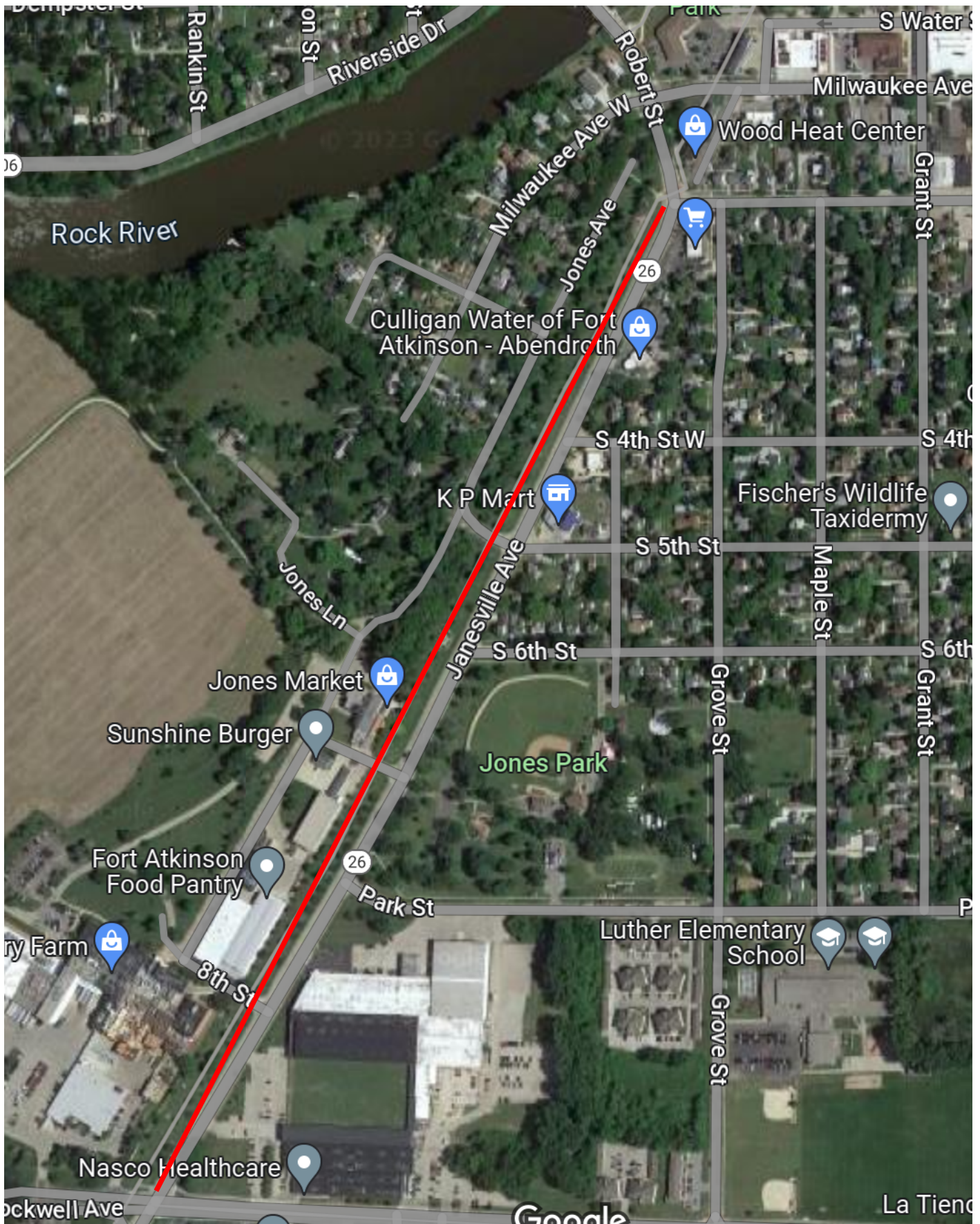
Please specify if you have any requests or requirements beyond current access:

WE WILL BE USING THE CURRENT ELECTRICAL BOXES ON THE BIKE PATH LIGHT POLES. WE WOULD LIKE ELECTRICAL BOXES INSTALLED ON THE 3 LIGHT POLES SOUTH OF JONES AVENUE. THE BLOCK BETWEEN ROCKWELL AVE AND 8TH STREET, THAT ARE MISSING BOXES. IN 2025, WE ONLY INSTALLED 2 BOXES. THE DESIRE IS TO HAVE ELECTRICAL BOXES ON ALL 5 POLES ON THAT BLOCK.

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 <i>* Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity</i>
☐	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. <i>*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.</i>
☐	I will be erecting a tent, canopy or other temporary structure.*	<i>*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>
☐	I am having a walk/race*	<i>*See map instructions above. In addition to the previously listed map requirements, clearly mark your walk/race route on the map.</i>
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:		<u>MARIAH HADLER</u>
Submission Date: <u>06/02/2026</u>		
For Office Use Only: Date Received: _____ Date Paid: _____ Council Approval / Denial Date: _____ Date applicant notified of Council action and any event stipulations: _____ Event Stipulations: 		

2026 Polar Path
Janesville Ave from South 3rd Street E to Rockwell Ave





MEMORANDUM

DATE: July 7, 2026

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Magic on Janesville Avenue, Friday, December 4, 2026, 4:00- 6:30 pm (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

Fort Beautification Council

Event: Fort Atkinson Animated Holiday Light Display – Magic on Janesville Avenue

Dates and Hours of Event: Friday, December 4, 2026, 4:00 pm – 6:30 pm

Set up: 10:00 am – 3:00 pm

Tear down: 6:30-7:30 pm

Locations: Janesville Ave. Bike Path in front of Jones Dairy Farm heading north to Rotary Depot Pavilion

Contact Person: Mariah Hadler

Estimated Number of Attendees: 300-800

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

and the following comments:

The Police Department will assign crossing guards for the event.

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: Magic on Janesville Avenue, Friday, December 4, 2026, 4:00- 6:30 pm at the Bike Path in front of Jones Dairy Farm.

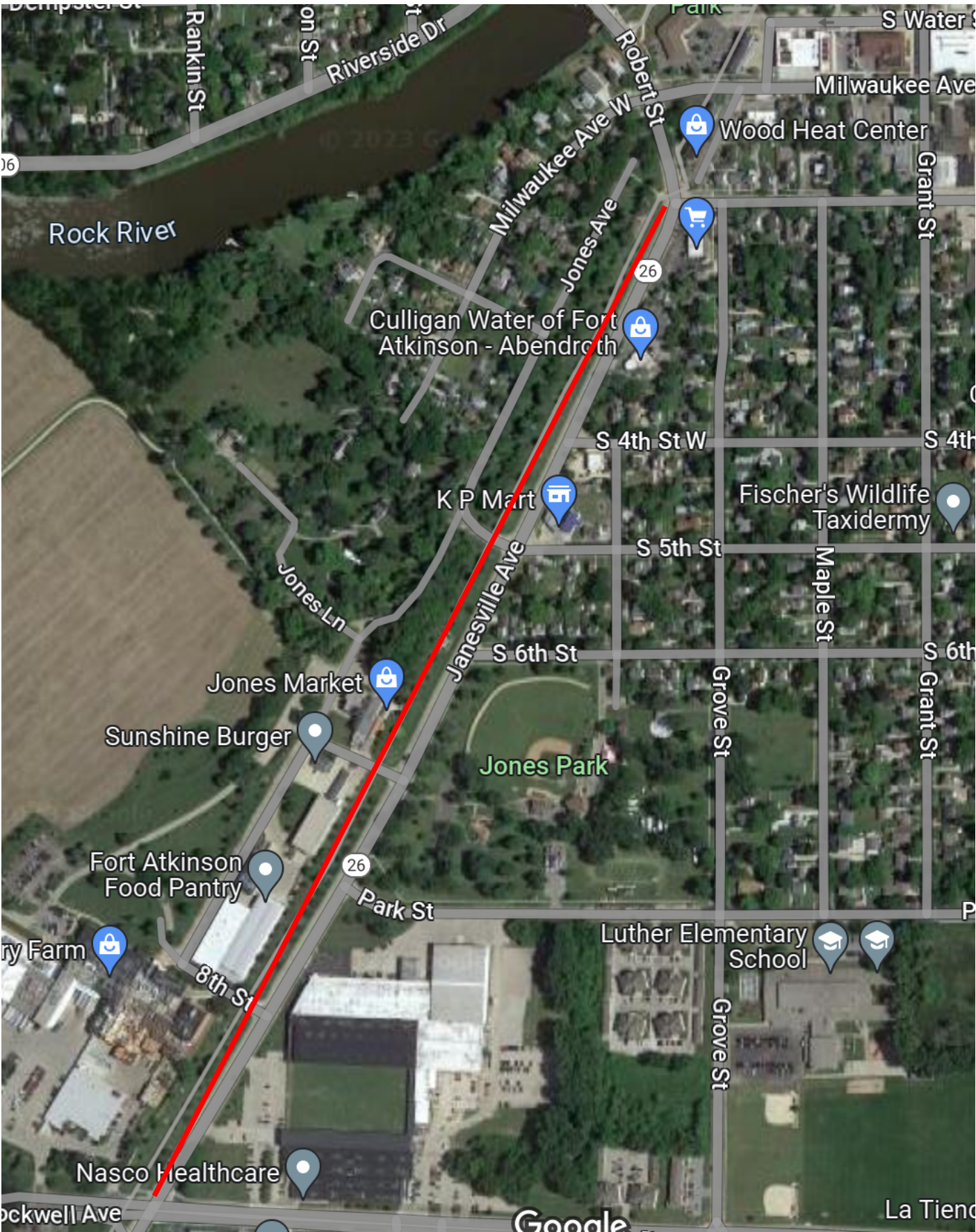
ATTACHMENTS

1. Magic On Janesville Avenue 2026
2. 2026 Polar Path Lights Bike Path Map

 CITY OF FORT ATKINSON Special Event Application Fee: \$25.00	
Name of Business/Group Organizing Event: FORT ATKINSON CITY BEAUTIFICATION COUNCIL	
Contact Person for Event: MARIAH HADLER	
Phone Number:	Email: [REDACTED]
Day of Event Contact Person (if different from above):	Phone: [REDACTED] Email:
Special Event Details Event Name: FORT ATKINSON MAGIC ON JANESVILLE AVENUE Event Date (mm/dd/yyyy): FRIDAY, DECEMBER 4TH, 2026 Event Location: ON JANESVILLE AVE BIKE PATH IN FRONT OF JONES DAIRY FARM HEADING NORTH TO THE ROTARY DEPOT PAVILION Estimated Number of Attendees: 300-800 Hours of Event: 4:00 TO 6:30 PM Event Setup Time: 10:00 AM TO 3:00 PM Event Tear Down Time: 6:30 PM TO 7:30 PM Event Description: HOLIDAY EVENT TO VIEW THE ANIMATED HOLIDAY LIGHT DISPLAY ON THE BIKE PATH. THERE WILL BE CHRISTMAS CAROLORS, POTENTIALLY SOFT HOLIDAY MUSIC AT VARIOUS STATIONS, NON-PROFIT ORGANIZATION (BASE, ROTARY, LIONS, K-9, MORE), FFA FARM ANIMALS, FOOD, PICTURES WITH SANTA, SALVATION BELL RINGING AND MORE Goal/Purpose of Event: TO DRAW TOURISM TO FORT ATKINOSN WHILE PROVIDING A FREE EVENT FOR LOCAL RESIDENTS	
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: WE WILL BE USING THE ELECTRIAL BOXES ON TEH BIKE PATH LIGHT POLES.

☐	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: 4:00 PM End Time of Music: 6:30 PM
☐	I will be closing a street(s)*	Barricades can be provided by Public Works upon request <i>* Provide proof of permission from neighboring businesses/properties if street closure impacts daily activity</i>
☐	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. <i>*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.</i>
☐	I will be erecting a tent, canopy or other temporary structure.*	 <i>*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>
☐	I am having a walk/race*	<i>*See map instructions above. In addition to the previously listed map requirements, clearly mark your walk/race route on the map.</i>
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: <u>MARIAH HADLER</u> Submission Date: <u>6-2-26</u> For Office Use Only: Date Received: _____ Date Paid: _____ Council Approval / Denial Date: _____ Date applicant notified of Council action and any event stipulations: _____ Event Stipulations:		

2026 Polar Path
Janesville Ave from South 3rd Street E to Rockwell Ave





MEMORANDUM

DATE: July 7, 2026

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Discussion and possible action relating to a Temporary Retailer's License for Fort Atkinson Club, Americana on the Rock on July 17, 2026 (Ebbert, Clerk/Treasurer/Finance Director)

BACKGROUND

The State of Wisconsin regulates alcohol licensing for local governments through Chapter 125. There are three classes of Licenses: Class A, Class B and Class C. "Class C" pertains strictly to wine with consumption on-site in a restaurant. The difference between Class A and B is where alcohol is authorized for sale and for consumption. Class A generally offers sale of alcohol on-site with consumption off-site (e.g. grocery or liquor store, gas station or convenience store). Class B allows for on-site sale and on-site consumption (e.g. Restaurant, Bar, Bowling Alley, Tavern). Class A can easily be remember as you consume alcohol *Away* from the premises. Likewise, Class B you consume on-site, for example *Bar*.

Alcohol licenses are further defined by the quotation marks used. For example, "Class A" refers to intoxicating liquor while Class "A" refers to fermented malt beverages. These licenses can also be issued together as a combination license, most common for grocery stores.

Temporary Class "B" (picnic) beer and/or wine licenses may sell fermented malt beverages to consumers at a picnic or similar gathering of limited duration. Such licenses may be issued only to bona fide clubs, chambers of commerce, county or local fair associations, agricultural societies, churches, lodges, societies, veteran's organizations that have been in existence for at least six months.

There is no limit to the number of Temporary Class "B" fermented malt beverage licenses that may be issued to an eligible organization in a calendar year. However, there is a limit of two Temporary "Class B" wine licenses that may be issued to an eligible organization in a 12-month period.

Temporary license holders must have licensed operators (bartenders) and they must purchase their products from a Distributor/Wholesaler.

DISCUSSION

Organization: The Fort Atkinson Club

Street Location: 211 S Water St. E.

Manager of affair: Megwyn Sanders-Andrews

Name of Event: Americana on the Rock

Date of Event: July 17, 2026

Premises: Alcohol consumption will be restricted to the River Level and Patio.

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

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve the Temporary Class B Retailer's License to sell beer at the Americana on the Rock at 211 S Water St E on July 17, 2026, contingent upon having licensed operators and purchasing products from a Wisconsin beverage distributor.

ATTACHMENTS

1. Americana Temp Beer App 2026

Save

Print

Clear

Form
AB-220

Temporary Alcohol Beverage License

Municipality

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

Part A: Organization Information

1. Organization Name Rock River Heritage Inc. d/b/a Fort Atkinson Club Community Center		
2. Organization Permanent Address 211 S Water St. E		
3. City Fort Atkinson	4. State WI	5. Zip Code 53538
6. Mailing Address (if different from permanent address)		
7. FEIN 453576912	8. Date of Organization/Incorporation 07/12/11	9. State of Organization/Incorporation WI
10. Phone [REDACTED]	11. Email [REDACTED]	
12. Organization type (check one) ☒ Bona Fide Club ☐ Church ☐ Fair Association/Agricultural Society ☐ Veteran's Organization ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.		
13. Is this organization required to hold a Wisconsin Seller's permit? ☐ Yes ☒ No		
14. Wisconsin Seller's Permit Number (if applicable)		

Part B: Individual Information

List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.

Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

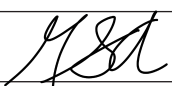
Last Name	First Name	Title	Phone
Sanders-Andrews	Megwyn	Executive Director	[REDACTED]

Continued →

Part C: Event Information

1. Name of Event (if applicable) Americana on the Rock			
2. Dates of Operation 07/17/2026		3. Hours of Operation 6-9	
4. Premises Address 211 S. Water St. E			
5. City Fort Atkinson		6. State WI	7. Zip Code 53538
8. County Jefferson	9. Governing Municipality ☒ City ☐ Town ☐ Village of: Fort Atkinson		10. Aldermanic District 1
11. Organizer of Event (if not the named applicant)		12. Email and/or Phone Number for Organizer of Event [REDACTED]	
13. Organizer Website fortatkinsonclub.org		14. Event Website https://www.fortatkinsonclub.org/music/	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Please see attached maps. Alcohol consumption will be restricted to the River Level and Patio. Records are held in the office.			

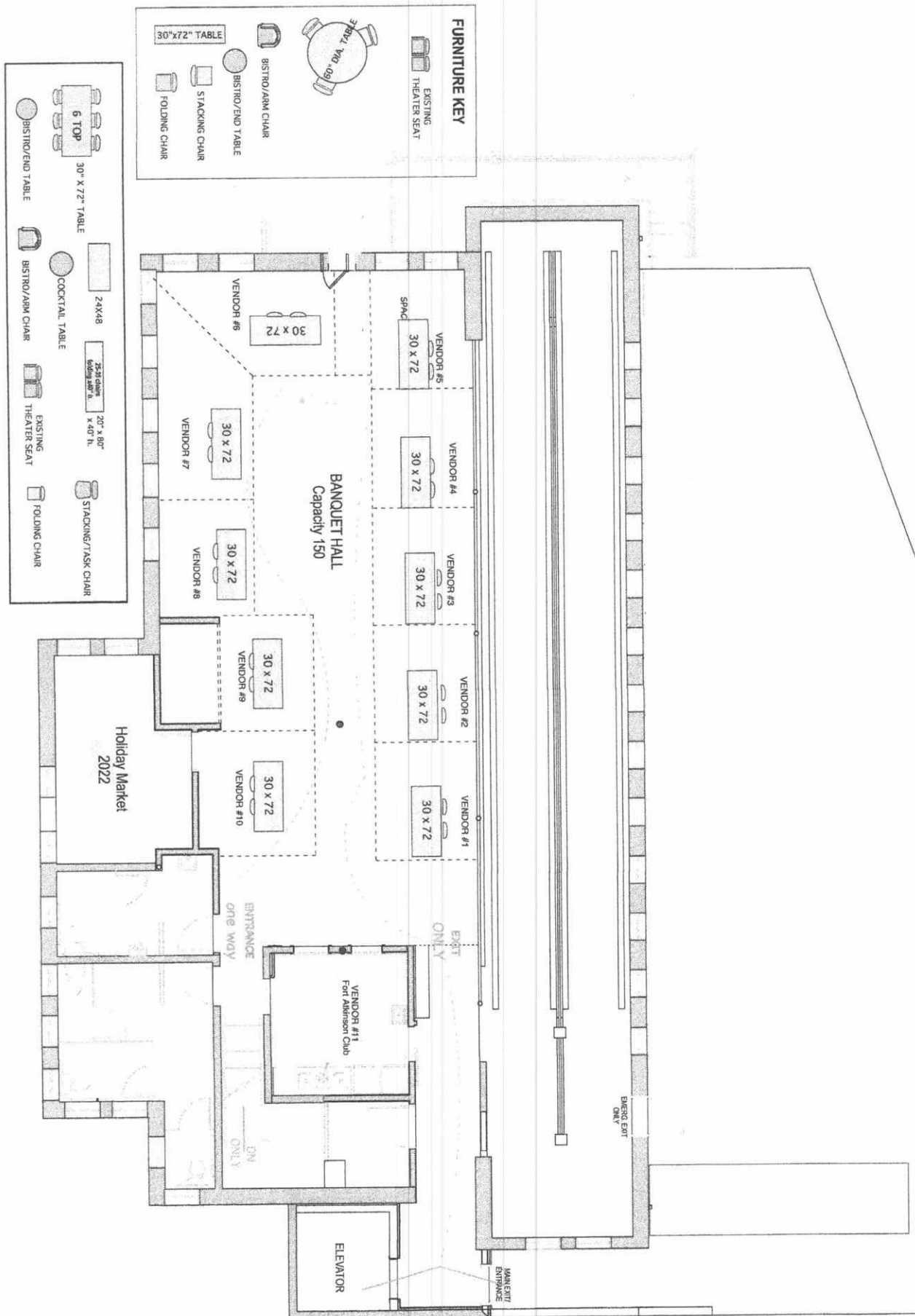
Part D: Attestation

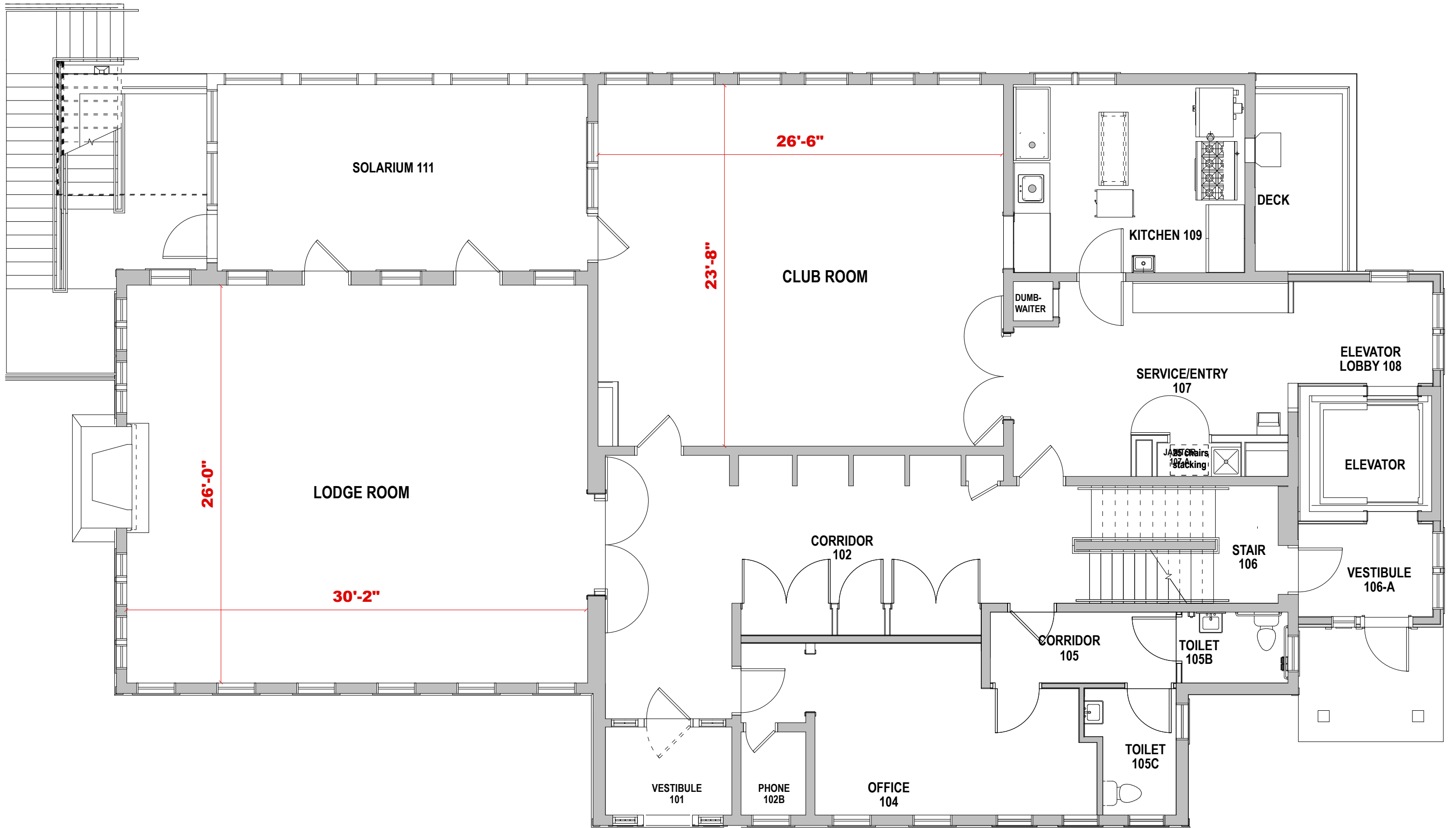
Who must sign this application? • one officer or director of the nonprofit organization			
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.			
Last Name Sanders-Andrews		First Name Megwyn	M.I. A
Title Executive Director	Email [REDACTED]	Phone [REDACTED]	
Signature 		Date 06/10/26	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	

TYPICAL HOLIDAY MARKET







MEMORANDUM

DATE: July 7, 2026

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, Clerk/Treasurer/Finance Director

RE: Review and possible action on a Special Event: Pentecostal Church Anniversary, Friday, July 10, Saturday, July 11, and Sunday, July 12, 2026, from 5:00 to 10:00 pm at the Municipal Gym (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

Pentecostal Church

Event: Church Anniversary

Dates: Friday, July 10, Saturday, July 11, and Sunday, July 12, 2026

Hours of Event: 5:00 pm – 10:00 pm

Locations: Municipal Gym

Contact Person: Felipe Flores

Estimated Number of Attendees: 200-350

Event information was routed to Departments without any concerns provided.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Pentecostal Church Anniversary, Friday, July 10, Saturday, July 11, and Sunday, July 12, 2026, from 5:00 to 10:00 pm at the Municipal Gym.

ATTACHMENTS

1. SPECIAL EVENT PENTECOSTAL 2026



CITY OF FORT ATKINSON
Special Event Application

Fee: \$25.00

Name of Business/Group Organizing Event: Pentecostal Church

Contact Person for Event: Felipe Flores

Phone Number:

Email:

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

Phone:

Email:

Special Event Details

Event Name: Church Anniversary

Event Date (mm/dd/yyyy): July 10, July 11, July 12 - 2026

Event Location: Park and recreation gym

Estimated Number of Attendees: 200-350 People

Hours of Event: From 5:Am to 10 pm

Event Setup Time: 4:pm

Event Tear Down Time: 10:pm

Event Description:

We ara gain to have christian service

Goal/Purpose of Event:

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: Felipe Flores

Submission Date: _____

For Office Use Only:

Date Received: _____

Date Paid: _____

Council Approval / Denial Date: _____

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

Event Stipulations:



MEMORANDUM

DATE: July 7, 2026

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: Review and possible action relating to proclamation recognizing July as Parks and Recreation Month in the City of Fort Atkinson (Houseman, City Manager)

BACKGROUND

Since 1985, people in the United States have celebrated Park and Recreation Month in July to promote building strong, vibrant and resilient communities through the power of parks and recreation and to recognize the more than 160,000 full-time park and recreation professionals — along with hundreds of thousands of part-time and seasonal workers and volunteers — who maintain the country's local, state and community parks.

Park and recreation agencies across the country are recognizing the month with summer programs, events, contests, commemorations and celebrations. This year the theme is, "The Power of."

The department is focusing in 2026 on:

- The Power of Connection: Through events to bring people together.
- The Power of Play: With new, engaging offerings.
- The Power of Community: Because staff know that well-maintained parks, trails and public spaces bring people together and improve quality of life.

The services that park and recreation professionals provide are vital for our communities — from protecting open space and natural resources to helping fight obesity and providing activities and resources for all people. This has been especially true throughout the COVID-19 pandemic. Park and Recreation Month encourages everyone to reflect on the exponential value park and recreation professionals bring to communities.

DISCUSSION

The City of Fort Atkinson offers expansive parks and recreation programming, including youth sports, adult sports leagues, dance classes, Senior Center activities, an Aquatic Center and more.

This year, the City's award-winning Parks and Recreation staff has created even more new programs for the community to enjoy, including DYI Carnival Game Lab, Paint the Sky Kite Festival and Adult Recess REMIX.

Residents in the Fort Atkinson area are fortunate to have numerous pavilions and buildings available for rent and use throughout the year. The City has 15 parks within its boundaries, offering citizens a variety of recreation opportunities. These buildings, pavilions, and parks are maintained by valued Parks and Recreation staff members.

According to a [2021 NRPA Park Pulse poll](#), more than nine in ten U.S. adults say it is important for local government to invest in community infrastructure, such as parks, community centers, recreation facilities and senior centers.

The success of the programming in the City of Fort Atkinson is thanks to the dedicated full-time staff of the Parks and Recreation Department, including Ben Dayton, Brett Ketterman, Chris Nye, Heather Fox, J.J. Yanke, Rick Allard, Josh Crandall, Jim Witucki, and Mathew Thompson, along with countless part-time and seasonal employees.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends the City Council approve the proclamation to recognize the month of July as Parks and Recreation month to raise awareness about the great programming available in the City of Fort Atkinson and in appreciation of the Parks and Recreation Department staff.

ATTACHMENTS

1. Proclamation Parks and Rec Month

**PROCLAMATION
DESIGNATING JULY AS PARKS AND RECREATION MONTH**

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the City of Fort Atkinson; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, dance, community programs, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming like the Youth Center, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS, this year, the City's award-winning Parks and Recreation staff has created even more new programs for the community to enjoy, including DIY Carnival Game Lab, The Paint the Sky Kite Festival and Adult Recess REMIX for all ages; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of Fort Atkinson recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, Kyle Jaeckel, City Council President of the City of Fort Atkinson, and my Council colleagues, do here by recognize the month of July as Parks and Recreation Month in the City of Fort Atkinson and encourage all residents, visitors, and guests to enjoy the City's parks, aquatic center, and recreational programming in July and throughout the year.

Proclaimed this 7th day of July 2026.

CITY OF FORT ATKINSON

Kyle Jaeckel, Council President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: July 7, 2026

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: Review and possible action on a Resolution adopting the Project Plan Territory Additional Amendment No. 1 and Boundaries for Tax Incremental District No. 9, City of Fort Atkinson, Jefferson County, Wisconsin (Houseman, City Manager)

BACKGROUND

The City is proposing to amend the existing Tax Incremental District No. 9 in the City of Fort Atkinson. The project plan, maps, and notices are included with this memo for review by the City Council and the public. TID No. 9 is a Mixed Use TID that was created in 2022 on the City's north-west side. This included the undeveloped and underdeveloped land in the terminated TID No. 8. TID No. 9 was created to support the development of the City-owned property along Banker Road, which is now referred to as the Ridge View Estates Subdivision.

DISCUSSION

This amendment proposes to add seventy parcels to TID No. 9, which consists of about 42 acres of land. The area is currently known as the Koshkonong Estates Subdivision. The goal of this territory amendment is to provide a financing mechanism to reconstruct and/or deconstruct portions of public infrastructure in the subdivision and possibly incentivize sustainable future development.

Possible projects include platting, surveying, planning and consulting services; public infrastructure improvements; city land purchases; regional stormwater improvements; pedestrian and bicycle connection improvements; and entryway signage improvements. These are further described in the proposed project plan.

The Joint Review Board met on June 22, 2026, and reviewed the draft project plan. The JRB was supportive of the plan and is scheduled to meet again in July to take action. The Plan Commission reviewed the plan at the meeting on June 23, 2026, and adopted a resolution in support of the amendment. The Plan Commission also held a public hearing, where a resident in the proposed amended territory questioned the timeline of improvements in the area. The minutes from the Plan Commission meeting are included in this packet for reference.

FINANCIAL ANALYSIS

Approval of the TID will provide financing for projects within the TID and is expected to increase the overall tax base of the City.

RECOMMENDATION

Staff and the Plan Commission recommend adoption of the resolution adopting the Project Plan Territory Addition Amendment No. 1 and Boundaries for the Tax Incremental District No. 9, City of Fort Atkinson, Wisconsin.

ATTACHMENTS

1. Memorandum TID 9
2. TID #9 Amendment 1 7.7.26 City Council Resolution
3. EXHIBIT A
4. EXHIBIT B TID 9 Territory Addition Amendment Project Plan Fort Atkinson DRAFT 6 07.7.26
5. Res 1458 TID 9 Amendment - Plan Comm
6. 6.9.26 Taxing Entities Public Hearing Notice TID 9 amendment
7. Combined Public Notices TID 9 Amend 1 Fort Atkinson
8. DOR TIF Manual



PUBLIC HEARING REPORT TO THE PLAN COMMISSION

DATE: June 23, 2026

FILE NUMBER: Amendment #1; TID No. 9

PROPERTY ADDRESS: TID No. 9

EXISTING ZONING: Various

PARCEL NUMBER: Various

PROPOSED ZONING: Various (no changes proposed)

OWNER: Various

EXISTING LAND USE: See Map

APPLICANT: City of Fort Atkinson

REQUESTED USES: None

BACKGROUND

The City is proposing to amend the existing Tax Incremental District No. 9 in the City of Fort Atkinson. The project plan, maps, and notices are included with this memo for review by the Plan Commission and the public.

TID No. 9 is a Mixed Use TID that was created in 2022 on the City's north-west side. This included the undeveloped and underdeveloped land in the terminated TID No. 8. TID No. 9 was created to support the development of the City-owned property along Banker Road, which is now referred to as the Ridge View Estates Subdivision.

REQUEST OVERVIEW

This amendment proposes to add seventy parcels to TID No. 9, which consists of about 42 acres of land. The area is currently known as the Koshkonong Estates Subdivision. The goal of this territory amendment is to provide a financing mechanism to reconstruct and/or deconstruct portions of public infrastructure in the subdivision and possibly incentivize sustainable future development.

Possible projects include platting, surveying, planning and consulting services; public infrastructure improvements; city land purchases; regional stormwater improvements; pedestrian and bicycle connection improvements; and entryway signage improvements. These are further described in the proposed project plan.

A public notice for this public hearing was mailed to each taxing jurisdiction on June 9, 2026. In addition, it was published in the *Jefferson County Daily Union* as a Class 1 Notice on June 16,

2026. The Joint Review Board held their initial meeting to review this matter on June 22, 2026.

DISCUSSION

City staff welcomes discussion and feedback from the public and the Plan Commission on this matter.

The Wisconsin Department of Revenue (DOR) TIF Manual is attached as a reference document.

RECOMMENDATION

No Plan Commission action is necessary after the public hearing.

Under the action item later on the agenda, staff recommends that the Plan Commission adopt the resolution recommending adoption of the Project Plan Territory Addition Amendment No. 1 and Boundaries for the Tax Incremental District No. 9, City of Fort Atkinson, Wisconsin.

ATTACHMENTS

1. TID 9 Territory Addition Amendment Project Plan Fort Atkinson draft 3 6.01.26
2. 6.9.26 Taxing Entities Public Hearing Notice TID 9 amendment
3. Combined Public Notices TID 9 Amend 1 Fort Atkinson
4. TID #9 6.23.26 Amendment 1 Planning Commission
5. DOR TIF Manual

CITY COUNCIL RESOLUTION #2026-_____

Resolution Formally Approving Territory Addition Amendment No. 1 and Approving the Amended Project Plan for Tax Incremental District No. 9

RESOLUTION APPROVING TERRITORY ADDITION AMENDMENT NO. 1 FOR TAX INCREMENTAL DISTRICT NO. 9, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN

WHEREAS, pursuant to the direction of the City Council and with its advice and consent, the Plan Commission of the City of Fort Atkinson has taken all steps by Wis. Stats. §66.1105 to amend the territories for Tax Incremental Financing District No. 9 (the “District”) as provided in Resolution No. 2026-1458, attached hereto, and incorporated herein as Exhibit A and recommends adoption of proposed Territory Addition Amendment No. 1, map, and project plan for the district, and

WHEREAS, in accordance with all the recitations and findings in Resolution No. 2026-1458 of the Plan Commission, and the City Council being aware of all proceedings regarding the territory modification of the district, including the public hearing held before the Plan Commission on June 23, 2026, the City Council wishes to adopt this Resolution, and

WHEREAS, after said public hearing, the Plan Commission adopted a resolution, and recommended to the City Council that it amend the district, and

WHEREAS, an amended Project Plan for Tax Incremental District No. 9 has been prepared that includes the following:

1. A statement listing the kind, number, and location of proposed public works or improvements within the district.
2. An economic feasibility study.
3. A detailed list of estimated projects costs.
4. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred.
5. A map showing existing uses and conditions of real property in the district.
6. A map showing proposed improvements and uses in the district.
7. Proposed changes of zoning ordinance, master plan, map, building codes, and City Ordinances.
8. A statement of the proposed method for relocation of any person to be displaced.
9. A statement indicating how the creation of the district promotes the orderly development of the city.
10. A list of estimated non-project costs.
11. A section for the eventual insertion of a boundary legal description to be completed upon approval of this resolution.
12. A section for the eventual insertion of an Opinion of the City Attorney advising that the plan is complete and complies with Wis. Statute §66.1105(4)(f); and

CITY COUNCIL RESOLUTION #2026-_____

Resolution Formally Approving Territory Addition Amendment No. 1 and Approving the Amended Project Plan for Tax Incremental District No. 9

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

1. The territories of Tax Incremental Financing District Number 9, City of Fort Atkinson are hereby modified as specified in Territory Amendment No. 1 for the District, attached, and incorporated herein as Exhibit B. The district contains only whole units of property as are assessed for general property tax purposes.
2. The City Council pursuant to Wis. Stats. §66.1105(4) (gm), hereby adopts and approves Territory Amendment No. 1 and the Project Plan for Tax Incremental Financing District No. 9 effective July 7, 2026, a copy of which is attached and is incorporated herein as if fully set forth.
3. The district was created on October 18, 2022. The City Council hereby amends tax increment district number 9 with an effective base value date of January 1, 2026.
4. The City Council finds and declares that:
 - a. Not less than fifty percent (50%), by area, of the real property within the district is suitable for industrial, commercial, residential development within the meaning of Section §66.1105(2)(cm) of the Wisconsin Statutes.
 - b. Based upon such findings and the identification and classification of the property, the district is a mixed-use district and remains the same.
 - c. The Project Plan costs directly relate to promoting mixed-use development in the district consistent with the purpose for which Tax Incremental District No. 9 was created.
 - d. The territory amendment is an inclusion of parcels and can confirm the equalized value of the taxable property in the district plus the value increment of all other existing tax incremental districts within the city do not exceed 12% of the total equalized value of taxable property within the city.
 - e. The improvement of such an area is likely to significantly enhance all the other real property's value.
 - f. The Project Plan is feasible and in conformity with the Master Plan of the City of Fort Atkinson.
 - g. It is estimated that less than 35% of the territory within the district will be devoted to retail business at the end of the district's expenditure period.
 - h. Confirms for any annexed parcels not within the municipality's boundaries on January 1, 2004, three years have elapsed since the territory was annexed.
 - i. Less than 35% of the district's land is proposed for newly platted residential development and density is at least 3 units per acre.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to take all actions reasonably necessary to transmit to the Joint Review Board the public records, planning documents, and this Resolution with all deliberate speed.

CITY COUNCIL RESOLUTION #2026-_____

Resolution Formally Approving Territory Addition Amendment No. 1 and Approving the Amended Project Plan for Tax Incremental District No. 9

BE IT FURTHER RESOLVED THAT the City Clerk is authorized and directed to schedule a meeting of the Joint Review Board for the purpose of considering approval of this Resolution amending the District Territories of Tax Incremental Financing District No. 9.

BE IT FURTHER RESOLVED THAT upon approval of Territory Amendment No. 1 for Tax Incremental Financing District No. 9 and pursuant to Wis. Stats. §66.1105(5)(a), the City Clerk is authorized and directed to submit as necessary all applications and other materials required or determined necessary by the Wisconsin Department of Revenue for re-determination and certification of the district.

BE IT FURTHER RESOLVED THAT all city officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted this 7th day of July 2026.

City of Fort Atkinson

By _____
Kyle Jaeckel, President

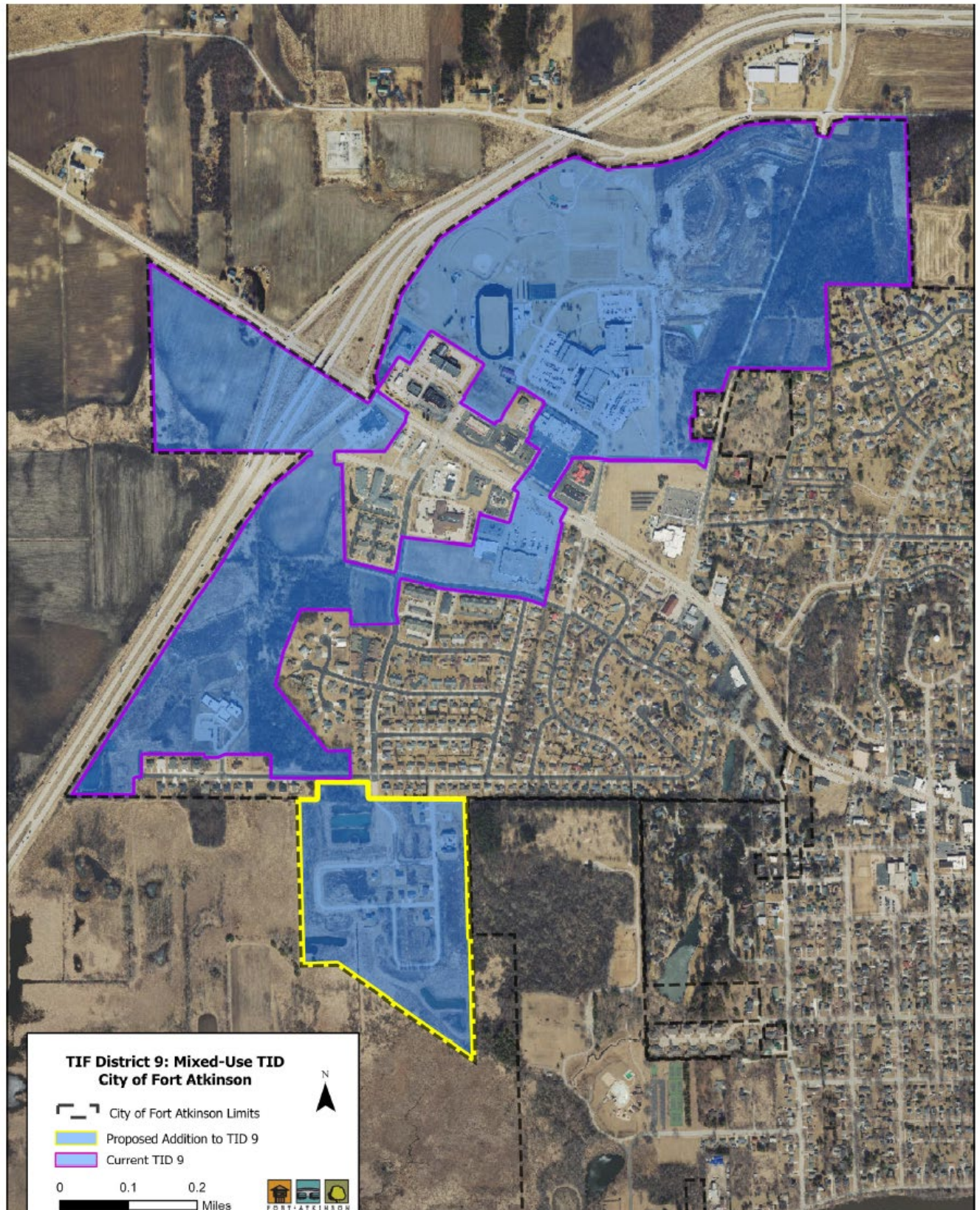
CERTIFICATION

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Fort Atkinson on the 7th day of July 2026.

Michelle Ebbert,
City of Fort Atkinson
City Clerk

City of Fort Atkinson
TID #9 Territory Amendment #1 Project Plan & District Boundary

Map showing outline of the TID with proposed amendment.



Project Plan & District Boundary
Territory Addition Amendment #1
Tax Incremental District No. 9
in the
CITY OF FORT ATKINSON, WISCONSIN



July 7, 2026

(Approved Actions)

Organizational Joint Review Board Meeting Held	June 22, 2026
Public Hearing Held	June 23, 2026
Adopted by Planning Commission	June 23, 2026
Adopted by City Council	July 7, 2026
Adopted by Joint Review Board	July 27, 2026

Prepared in part by:



Robert W. Baird & Co.
Public Finance
777 E. Wisconsin Ave.
Milwaukee, WI 53202
800.792.2473

City of Fort Atkinson
TID #9 Territory Amendment #1 Project Plan & District Boundary

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Section 1: City of Fort Atkinson Officials

City Council

Kyle Jaeckel	President
Davin Lescohier	President Pro Tem
Bruce Johnson	Council Member
Peggy Huckabee	Council Member
Jena Price	Council Member

City Staff

Rebecca Houseman	City Manager
Michelle Ebbert	City Clerk/Treasurer/Finance Director
Zach Navin	Director of Public Works
David Westrick	City Attorney
Jedidiah Draeger	Director of Neighborhood & Building Services
Sarah Weihert	Public Relations/Executive Assistant

Planning Commission

Rebecca Houseman, Chairperson	Diana Shull
Peggy Huckabee, Council Representative	Vacant Citizen Position
John Ciccarelli	Zach Navin, Secretary
Eric Schultz	

Joint Review Board

Rebecca Houseman	City Representative - Chairperson
Michael Luckey	Jefferson County
Shawna Marquardt	Madison Area Technical College
Nathan Knitt	Fort Atkinson School District
Jonah Ralston	Public Member

Section 2: Introduction and Description of District

Tax Incremental District No. 9 (the "TID #9" or the "District") was created by the City under the authority provided by Wisconsin Statute Section 66.1105 on October 18, 2022. TID #9 prior to and including this amendment is considered a "Mixed-Use District" based on the findings that no less than 50 percent, by area, of the TID is suitable for a combination of commercial and residential uses. The amended TID boundary will keep the TID #9 as a Mixed-Use District.

Wisconsin Statutes Section 66.1105(4)(h)2 allows a municipality to modify the TID boundaries no more than four times during the life of the TID. This amendment is the first territory amendment in TID #9.

This first amendment involves the addition of seventy parcels totaling approximately 42 acres. These parcels are planned to be added in the efforts to facilitate development and redevelopment for commercial and residential uses that but for TIF, would not happen in the district. In accordance with Wisconsin Statute Section 66.1105(4)(h), to add the parcels within TID #9, a contiguous connection via parcels of land must be made to the existing TID #9 boundary.

As proposed, the TID #9 territory amendment would keep the City under the 12% TID value threshold using 2025 valuation numbers.

This territory and project plan amendment only addresses the elements or subject areas (required by Statute) that are affected by the territory and project plan amendment. All other subject areas remain unchanged and can be referenced in the original TID#9 project plan. This amendment removes the Banker Rd Geothermal System project contemplated in the original TID #9 project plan.

The City confirms that none of the parcels being added are newly platted. Accordingly, consistent with the original project plan, less than 35% of the District's land is designated for newly platted residential development. Residential Housing density is at least three units per acre.

The map on page 6 shows the district before this amendment and the map on page 7 shows it upon the addition of the new territory, TID #9 will continue to be contiguous. The new territory boundary demonstrates that the entire District area remains contiguous.

City of Fort Atkinson
TID #9 Territory Amendment #1 Project Plan & District Boundary

Section 6 of this project plan contains the list of specific parcels to be added with this amendment.

The City anticipates additional public project cost expenditures related towards the amendment of approximately \$4,000,000 not including interest/financing costs during the TID's 20-year expenditure period. Proposed public project improvements may include, but not limited to infrastructure, professional and organizational services, administrative costs, and finance costs. As part of the project plan, Developer incentives may be provided by the City to developers of property within the TID in the form of cash grants.

As a result of the amendment of this TID, the City projects a preliminary and conservative cash flow analysis indicating \$4,300,000 in tax increments. The TID increment will primarily be used to pay the debt service costs of the TID, and project development incentives. The increment may also be used for bicycle/pedestrian connections and improvements and street/sidewalk improvements within the vicinity of the district. The City projects land and improvement values (incremental value) of approximately \$16,150,000 will be created in the amended TID area by the end of 2043. This additional value will be a result of the improvements made and projects undertaken within the TID. If the project generates less in value than anticipated, any shortfall in paying of the loan incentive is borne by the developer.

Exhibit A demonstrates revenues for TID #9 are generally trending toward meeting our expenditure commitments (bonds) for projects within the TID boundaries. Although the final year of revenues for TID #9 remains several years off (2044), any additional property tax increment that can be captured by the TID would help to meet the expenditure commitments ahead of time and potentially help with additional redevelopment efforts within the TID. TID #9 has a maximum statutory life of 20 years, closing no later than October 18, 2043, with final tax collection in 2044. The final year to incur TIF related expenditures is 2037. Based on current cash flow projection, TID #9 is expected to close by the end of its maximum statutory life.

The legal description in Section 23 Exhibit C describes the full TID #9 territory updated for the amended area.

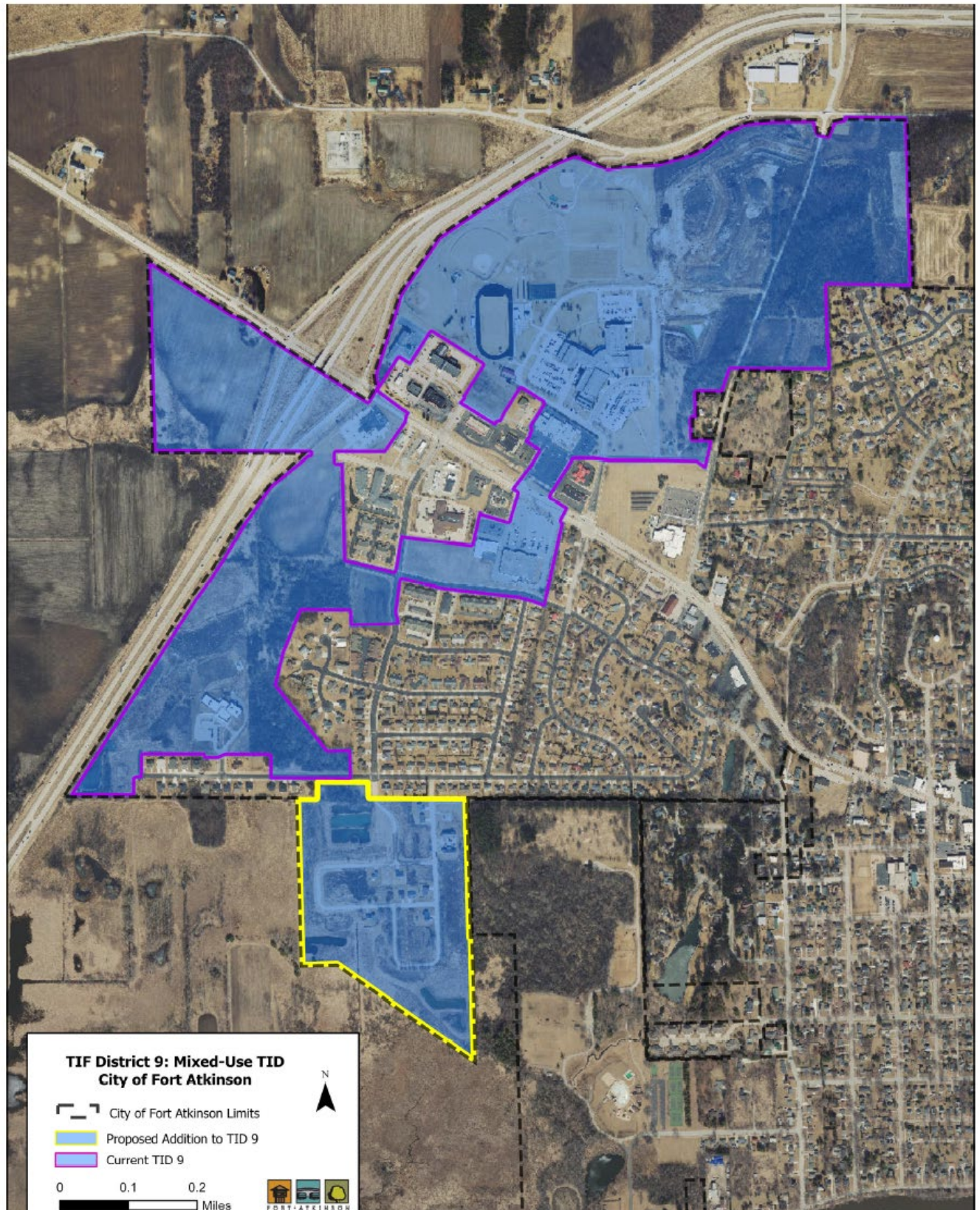
Section 3: Map of Territory Amendment

Map showing outline of the TID before Amendment.



City of Fort Atkinson
TID #9 Territory Amendment #1 Project Plan & District Boundary

Map showing outline of the TID with proposed amendment.

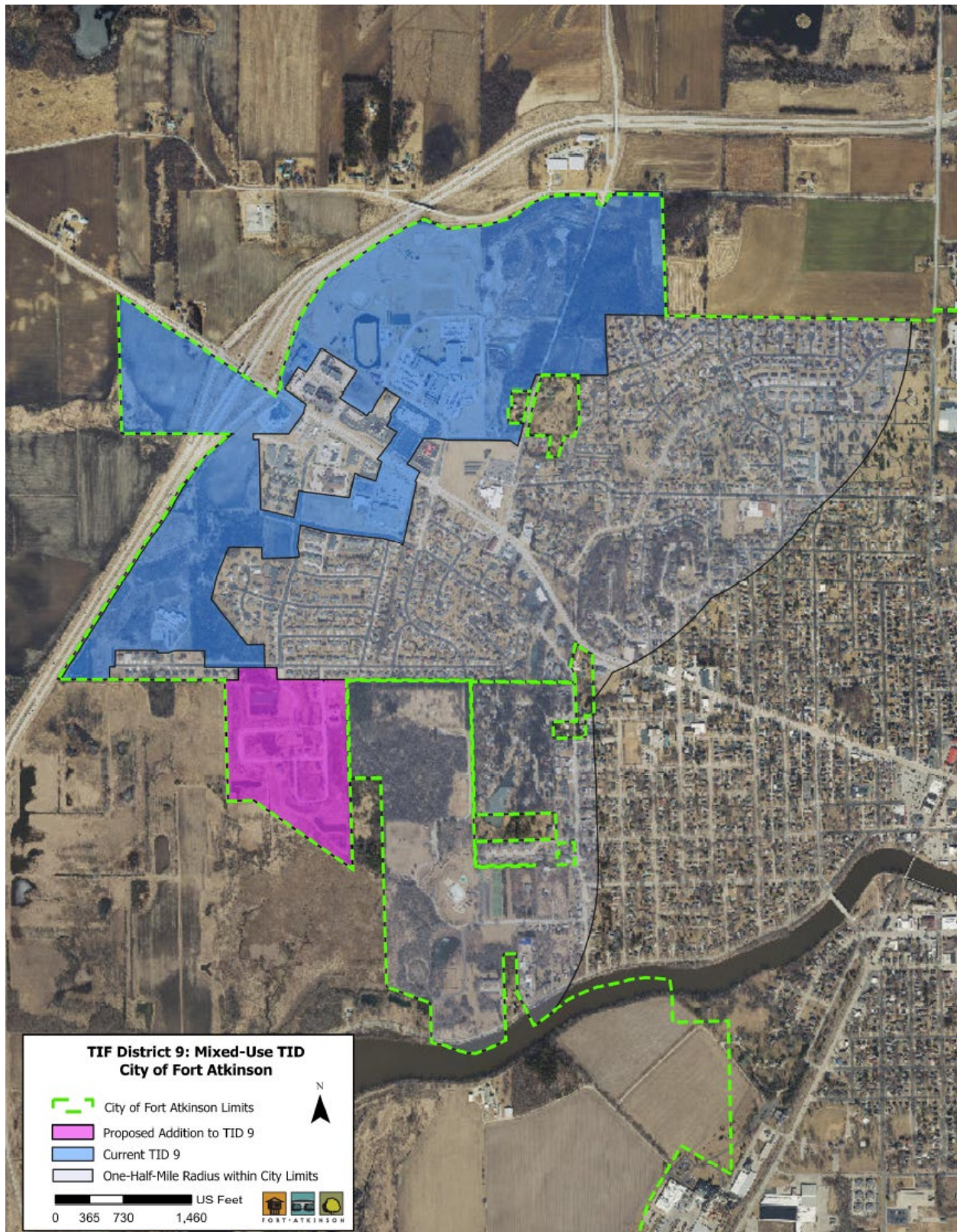


City of Fort Atkinson
TID #9 Territory Amendment #1 Project Plan & District Boundary

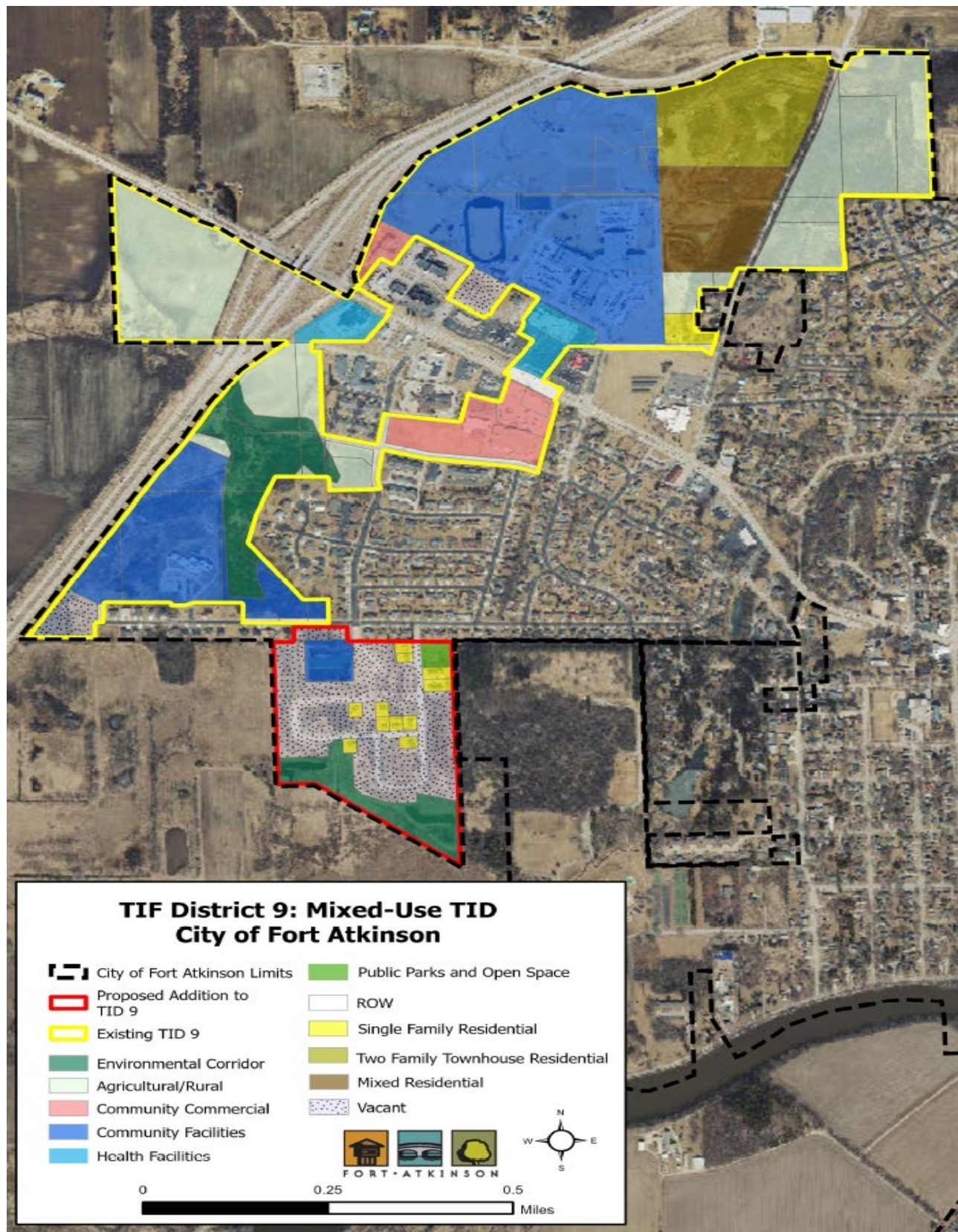
Zoomed in map of amendment boundary parcels



Section 4: One Half Mile Radius Map of Proposed Amendment District Boundary



Section 5: Map Showing Existing Uses and Conditions



City of Fort Atkinson TID #9 Territory Amendment #1 Project Plan & District Boundary

Section 6: Parcels List and Analysis

The original parcels in the TID will remain. The following are the parcels being added. Parcel list as of 01/01/2026.

Key	Parcel Number	Parcel Address	Existing Land Use	Zoning Designation	Comp Plan Future Land Use	Acres	Assessed Value	Est. Fair Market Value	Owner Name
1	226-0514-0512-017	1628 ILA ST, FORT ATKINSON	Vacant	SR-3 - Single Family Residential - 10,000sf	PN - Planned Neighborhood	0.293	\$ -	\$ -	CITY OF FORT ATKINSON
2	226-0514-0512-022	1629 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.415	\$ -	\$ -	CITY OF FORT ATKINSON
3	226-0514-0512-029	1601 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.298	\$ -	\$ -	CITY OF FORT ATKINSON
4	226-0514-0512-042	326 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.265	\$ -	\$ -	CITY OF FORT ATKINSON
5	226-0514-0512-012	423 REENA AVE, FORT ATKINSON	Vacant	SR-3 - Single Family Residential - 10,000sf	PN - Planned Neighborhood	0.244	\$ -	\$ -	CITY OF FORT ATKINSON
6	226-0514-0512-013	411 REENA AVE, FORT ATKINSON	Vacant	SR-3 - Single Family Residential - 10,000sf	PN - Planned Neighborhood	0.247	\$ -	\$ -	CITY OF FORT ATKINSON
7	226-0514-0512-014	No address	Vacant	SR-3 - Single Family Residential - 10,000sf	PN - Planned Neighborhood	0.284	\$ -	\$ -	CITY OF FORT ATKINSON
8	226-0514-0512-015	1620 ILA ST, FORT ATKINSON	Vacant	SR-3 - Single Family Residential - 10,000sf	PN - Planned Neighborhood	0.253	\$ -	\$ -	CITY OF FORT ATKINSON
9	226-0514-0512-023	1625 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.334	\$ -	\$ -	CITY OF FORT ATKINSON
10	226-0514-0512-024	1621 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.319	\$ -	\$ -	CITY OF FORT ATKINSON
11	226-0514-0512-026	1613 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.284	\$ -	\$ -	CITY OF FORT ATKINSON
12	226-0514-0512-046	310 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.296	\$ -	\$ -	CITY OF FORT ATKINSON
13	226-0514-0512-047	306 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.296	\$ -	\$ -	CITY OF FORT ATKINSON
14	226-0514-0512-048	No address	Vacant	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.299	\$ -	\$ -	CITY OF FORT ATKINSON
15	226-0514-0512-064	343 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.31	\$ -	\$ -	CITY OF FORT ATKINSON
16	226-0514-0512-065	335 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.31	\$ -	\$ -	CITY OF FORT ATKINSON
17	226-0514-0512-007	412 REENA AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.275	\$ -	\$ -	CITY OF FORT ATKINSON
18	226-0514-0512-011	435 REENA AVE, FORT ATKINSON	Vacant	SR-3 - Single Family Residential - 10,000sf	PN - Planned Neighborhood	0.233	\$ -	\$ -	CITY OF FORT ATKINSON
19	226-0514-0512-016	1624 ILA ST, FORT ATKINSON	Vacant	SR-3 - Single Family Residential - 10,000sf	PN - Planned Neighborhood	0.277	\$ -	\$ -	CITY OF FORT ATKINSON
20	226-0514-0512-018	1630 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.292	\$ -	\$ -	CITY OF FORT ATKINSON
21	226-0514-0512-028	1605 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.284	\$ -	\$ -	CITY OF FORT ATKINSON
22	226-0514-0512-033	370 RAMESH AVE, FORT ATKINSON	Vacant	MRL-8 - Multi-Family Residential	PN - Planned Neighborhood	0.555	\$ -	\$ -	CITY OF FORT ATKINSON
23	226-0514-0512-043	322 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.249	\$ -	\$ -	CITY OF FORT ATKINSON
24	226-0514-0512-045	314 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.289	\$ -	\$ -	CITY OF FORT ATKINSON
25	226-0514-0512-050	1662 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.327	\$ -	\$ -	CITY OF FORT ATKINSON
26	226-0514-0512-052	1654 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.561	\$ -	\$ -	CITY OF FORT ATKINSON
27	226-0514-0512-059	1673 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.284	\$ -	\$ -	CITY OF FORT ATKINSON
28	226-0514-0512-068	309 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.31	\$ -	\$ -	CITY OF FORT ATKINSON
29	226-0514-0512-070	No address	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.31	\$ 100	\$ -	CITY OF FORT ATKINSON
30	226-0514-0512-044	318 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.31	\$ -	\$ -	CITY OF FORT ATKINSON
31	226-0514-0512-051	1658 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.361	\$ -	\$ -	CITY OF FORT ATKINSON
32	226-0514-0512-053	1650 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.33	\$ -	\$ -	CITY OF FORT ATKINSON
33	226-0514-0512-058	1669 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.284	\$ -	\$ -	CITY OF FORT ATKINSON
34	226-0514-0512-067	317 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.305	\$ -	\$ -	CITY OF FORT ATKINSON
35	226-0514-0512-069	305 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.31	\$ -	\$ -	CITY OF FORT ATKINSON
36	226-0514-0512-066	325 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.305	\$ -	\$ -	CITY OF FORT ATKINSON
37	226-0514-0512-003	417 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.23	\$ -	\$ -	CITY OF FORT ATKINSON
38	226-0514-0512-004	407 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.257	\$ -	\$ -	CITY OF FORT ATKINSON
39	226-0514-0512-005	No address	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.275	\$ -	\$ -	CITY OF FORT ATKINSON
40	226-0514-0512-006	No address	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.275	\$ -	\$ -	CITY OF FORT ATKINSON
41	226-0514-0512-020	1638 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.271	\$ -	\$ -	CITY OF FORT ATKINSON
42	226-0514-0512-032	380 RAMESH AVE, FORT ATKINSON	Vacant	MRL-8 - Multi-Family Residential	PN - Planned Neighborhood	0.558	\$ -	\$ -	CITY OF FORT ATKINSON
43	226-0514-0512-037	354 RAMESH AVE, FORT ATKINSON	Vacant	MRL-8 - Multi-Family Residential	PN - Planned Neighborhood	0.554	\$ -	\$ -	CITY OF FORT ATKINSON
44	226-0514-0512-038	346 RAMESH AVE, FORT ATKINSON	Vacant	MRL-8 - Multi-Family Residential	PN - Planned Neighborhood	0.553	\$ -	\$ -	CITY OF FORT ATKINSON
45	226-0514-0512-039	336 RAMESH AVE, FORT ATKINSON	Vacant	MRL-8 - Multi-Family Residential	PN - Planned Neighborhood	0.551	\$ -	\$ -	CITY OF FORT ATKINSON
46	226-0514-0512-040	334 RAMESH AVE, FORT ATKINSON	Vacant	MRL-8 - Multi-Family Residential	PN - Planned Neighborhood	2.766	\$ -	\$ -	CITY OF FORT ATKINSON
47	226-0514-0512-041	330 RAMESH AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.272	\$ -	\$ -	CITY OF FORT ATKINSON
48	226-0514-0512-055	1645 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.419	\$ -	\$ -	CITY OF FORT ATKINSON
49	226-0514-0512-056	1661 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.334	\$ -	\$ -	CITY OF FORT ATKINSON
50	226-0514-0512-057	1665 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.319	\$ -	\$ -	CITY OF FORT ATKINSON
51	226-0514-0512-036	362 RAMESH AVE, FORT ATKINSON	Vacant	MRL-8 - Multi-Family Residential	PN - Planned Neighborhood	0.554	\$ -	\$ -	CITY OF FORT ATKINSON
52	226-0514-0512-008	424 REENA AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.269	\$ -	\$ -	CITY OF FORT ATKINSON
53	226-0514-0512-009	436 REENA AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.274	\$ -	\$ -	CITY OF FORT ATKINSON
54	226-0514-0512-034	No address	Vacant	Conservancy	PN - Planned Neighborhood	2.977	\$ -	\$ -	CITY OF FORT ATKINSON
55	226-0614-3234-031	No address	Vacant	Conservancy	PN - Planned Neighborhood	0.883	\$ 500	\$ -	ROXOLID CREATIONS LLC
56	226-0514-0512-054	1646 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.262	\$ -	\$ -	CITY OF FORT ATKINSON
57	226-0514-0512-010	448 REENA AVE, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.476	\$ -	\$ -	CITY OF FORT ATKINSON
58	226-0514-0512-019	1634 ILA ST, FORT ATKINSON	Vacant	MRL-8 - Multi-Family Residential	PN - Planned Neighborhood	2.807	\$ -	\$ -	CITY OF FORT ATKINSON
59	226-0514-0512-035	418 RAMESH AVE, FORT ATKINSON	P - Parks	I - Institutional	PN - Planned Neighborhood	1.355	\$ -	\$ -	CITY OF FORT ATKINSON
60	226-0514-0512-021	1642 ILA ST, FORT ATKINSON	Vacant	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.262	\$ -	\$ -	CITY OF FORT ATKINSON
61	226-0614-3243-102	No address	Vacant	DR-8 - Duplex Residential - 10,000sf	TF - Two Family/Townhouse	0.367	\$ -	\$ -	CITY OF FORT ATKINSON
62	226-0514-0512-030	408 RAMESH AVE, FORT ATKINSON	Residential	MRL-8 - Multi-Family Residential	PN - Planned Neighborhood	0.565	\$ 562,000	\$ 671,000	LEO MANAGEMENT LLC
63	226-0514-0512-027	1609 ILA ST, FORT ATKINSON	Residential	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.284	\$ 273,300	\$ 326,300	KRISTOFER HANSEN
64	226-0514-0512-025	1617 ILA ST, FORT ATKINSON	Residential	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.284	\$ 336,700	\$ 402,000	CARISSA DENOYER
65	226-0514-0512-049	1670 ILA ST, FORT ATKINSON	Residential	DR-8 - Duplex Residential - 10,000sf	ENVC - Environmental Corridor	0.285	\$ 356,200	\$ 425,300	WEN B LIN
66	226-0514-0512-062	365 RAMESH AVE, FORT ATKINSON	Residential	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.298	\$ 337,600	\$ 403,100	ERIC SCHULTZ
67	226-0514-0512-063	351 RAMESH AVE, FORT ATKINSON	Residential	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.31	\$ 350,200	\$ 418,100	MANLEY TRUST
68	226-0514-0512-002	427 RAMESH AVE, FORT ATKINSON	Residential	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.235	\$ 306,100	\$ 365,400	FREDERICK H LEIGHTON
69	226-0514-0512-061	1681 ILA ST, FORT ATKINSON	Residential	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.284	\$ 348,100	\$ 415,600	HANNAH C VAGASKY
70	226-0514-0512-060	1677 ILA ST, FORT ATKINSON	Residential	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.284	\$ 331,800	\$ 396,100	MICHAEL J SCHULZ
71	226-0514-0512-031	400 RAMESH AVE, FORT ATKINSON	Residential	MRL-8 - Multi-Family Residential	PN - Planned Neighborhood	0.561	\$ 561,900	\$ 670,800	LEO MANAGEMENT LLC
72	226-0514-0512-001	433 RAMESH AVE, FORT ATKINSON	Residential	DR-8 - Duplex Residential - 10,000sf	PN - Planned Neighborhood	0.356	\$ 300,400	\$ 358,600	DONALD R KRAUSE
73	226-0514-0512-071	No address	Vacant /ENVC	Conservancy	ENVC - Environmental Corridor	9.645	\$ -	\$ -	CITY OF FORT ATKINSON
						42.709	\$ 4,064,900	\$ 4,852,300	

Section 7: Equalized Valuation Test

The following calculations demonstrate that the City is in compliance with s.66.1105(4) (gm)4. c. Wis. Stats., which requires that the equalized value of the taxable property in the proposed TID, plus the value increment of any existing Tax Incremental Districts, does not exceed 12% of the total equalized value of taxable property within the City. With TID #9 amendment, the value increment of all existing Tax Increment Districts will be approximately 3.03%.

Valuation Test Compliance Calculation

202 Equalized Valuation (TID IN)	\$ 1,555,582,500
Limit for 12% Test	\$ 186,669,900

Increment Value of Existing TIDs	\$ 42,303,600
Projected Base Value of TID Amendment	\$ 4,852,300
Total Value Subject to Test	\$ 47,155,900

Compliance (\$47,155,900 < \$186,669,900) Meets Requirement

Section 8: Statement of Kind, Number and Location of Proposed Projects

The City expects to implement the following public project improvements. Any costs including eligible administrative costs necessary or convenient to the creation and/or amendment of the district or directly or indirectly related to the public works and other projects are considered "project costs" and eligible to be paid with tax increment revenues of the TID.

Project Key	TID #9 Project Name (2026 Additions)	Estimated Project Cost
16	Platting, Surveying, Planning, and Consulting services	\$ 250,000.00
17	Public Infrastructure Improvements	\$ 2,500,000.00
18	City Land Purchases	\$ 400,000.00
19	Regional Stormwater Improvements	\$ 500,000.00
20	Pedestrian and Bicycle connection improvements	\$ 200,000.00
21	Entryway Signage Improvements	\$ 150,000.00
TOTAL ESTIMATED PROJECT COSTS		\$ 4,000,000.00

Project Descriptions from Original Project Plan that remain:

1. Montclair Overpass – construction of a public right-of-way extending the existing Montclair Place over the USH 26 bypass to allow access to the west side of the bypass for future urban development within the City of Fort Atkinson. This project may include water, sewer, and stormwater infrastructure improvements and extensions.
2. Water Extension Madison Avenue–extension of water infrastructure along Madison Avenue to the northwest toward and under the USH 26 bypass. There may be additional water infrastructure projects along Madison Avenue, Reena Avenue, Mehta Lane, and Commonwealth Drive as needed depending on future development needs.
3. NW Sanitary Interceptor–extension of sewer infrastructure and interceptor along Madison Avenue to the northwest toward and under the USH 26 bypass. There may be additional sewer infrastructure projects along Madison Avenue, Reena Avenue, Mehta Lane, and Commonwealth Drive as needed depending on future development needs.
4. Banker Road Development Pressure Zone–in order to develop a portion of the land on the northeast side of the TID, a water pressure zone may be required.
5. Above Ground Water Storage NW–in order to develop a portion of the land on the northeast side of the TID, above ground water storage may be required to provide additional water pressure and water service.
6. Madison Avenue Improvements–improvements may include traffic signals and/or circulation improvements, safety improvements, and pedestrian and bicycle improvements.
7. Banker Road/Madison Avenue Intersection Improvements–this intersection is located within ½ mile of the TID boundaries and may require improvements, such as signals and realignment, upon introducing the additional traffic, pedestrians, and bicyclists in the area due to the potential future development.
8. City Land Purchases–the City may purchase land throughout the life of the TID for public infrastructure, parkland, and/or if an opportunity arises where the purchase of land would benefit the City and the TID.
9. Park Improvements–the Banker Road Neighborhood Plan features a park, which may require improvements such as a shelter, bicycle and pedestrian trails, playground equipment, a water feature, or other improvements identified in the City’s Comprehensive Plan (2022), Comprehensive Outdoor Recreation Plan (2023), or through a planned development.
10. Regional Stormwater Improvements–regional stormwater improvements may include public or private storm water detention and retention within the Banker Road Neighborhood Plan and other areas

within the TID and within half mile of the TID boundaries.

11. Pedestrian/Bicycle Path Extensions—pedestrian and bicycle path extensions include planned extensions from Trailway Park and Rock River Park north through the TID and within the half mile boundary along public rights-of-way or easements to the Fort Atkinson High School property and through the Banker Road Neighborhood.
12. Road/Utility Installation—road and utility installation projects may include the extensions of Mehta Lane, Reena Avenue, Commonwealth Drive, Montclair Place, Doris Drive, Banker Road, and unnamed roads in the Banker Road Neighborhood and west of the USH 26 bypass, and/or any additional public roads and utilities necessary to support the proper and responsible development of the TID.
13. Direct Developer Assistance – Direct developer assistance and incentives may be utilized through TIF in order to take advantage possible development opportunities.
14. Financing and Interest – the cost of issuance and interest on borrowing needed for projects along with interest due to development for any developer incentive loan.
15. Administrative & Organizational Fees – City staff and consultants planning, engineering, legal, and administrative fees, along with organizational fees, Department of Revenue annual fees, and the costs associated with the creation of this TID.

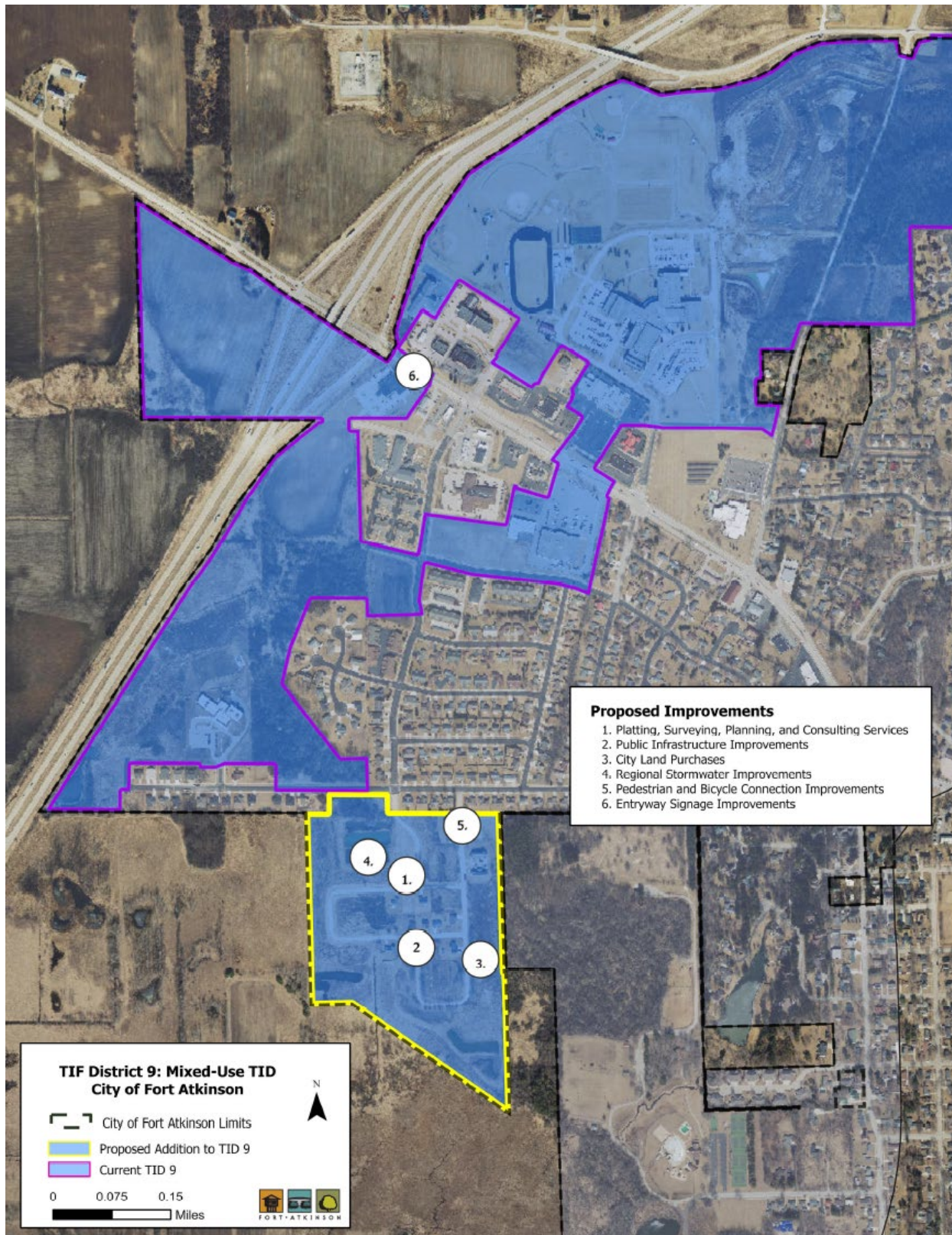
Additional Projects per Amendment:

16. Platting, Surveying, Planning, and Consulting Services – professional services associated with the reimagination of the Koshkonong Estates Subdivision, including replatting and renaming the subdivision.
17. Public Infrastructure Improvements – rehabilitation of portions of the road network south of Montclair Place in the Koshkonong Estates Subdivision additions 4 and 5, including rebuilding of roadways, removal of unnecessary or unsustainable roadways and utilities, and relocation of public rights-of-way (including roads and utilities) to sustainable locations that serve current and future residents. This may also include rehabilitation of roads and utilities, including sanitary sewer lining, within ½ mile of the boundaries of the TID , as well as any necessary public safety infrastructure to support communications in this area.
18. City Land Purchases—the City may purchase land throughout the life of the TID for public infrastructure, parkland, access, and/or if an opportunity arises where the purchase of land would benefit the City and the TID.
19. Regional Stormwater Improvements – regional stormwater improvements may include public or private storm water detention and retention within the amended portion of the TID or areas within ½ mile

of the TID boundaries. This may also include moving or improving existing infrastructure or wetland rehabilitation or restoration.

20. Pedestrian and Bicycle Connection Improvements – connect Rock River Park to trailway Park, the Koshkonong Estates Subdivision, and other existing and future trail systems and ensure connectivity between neighborhoods within the TID and within half mile boundary of the TID.
21. Entryway Signage Improvements – prepare for possible new entryway signage and/or wayfinding signage at the northwest side of the City.

Section 9: Maps Showing Proposed Amendment Improvements and Uses



Section 10: Detailed List of Project Costs

1. INFRASTRUCTURE IMPROVEMENTS	\$19,275,000
2. CITY LAND PURCHASES	\$1,150,000
3. DEVELOPER INCENTIVE	\$3,000,000
4. FINANCING & INTEREST, CAPITALIZED INTEREST, COST OF ISSUANCE	\$3,581,350
5. ADMINISTRATIVE & ORGANIZATION FEES	\$320,000
ESTIMATED TOTAL	\$26,726,350

The project cost is based on current prices and preliminary estimates. The City reserves the right to increase this cost to reflect inflationary increases and other uncontrollable circumstances between the creation and/or amendment of the TID and the time of construction. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on the best information available. The City retains the right to delete or pursue future projects listed in the prior paragraph, and shown on the map, or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan.

The Plan authorizes the expenditure of funds for project costs within a half mile radius of the TID boundary.

Section 11: Economic Feasibility

The information and exhibits contained within this project plan demonstrate that the proposed TID is economically feasible in so far as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of “Method of Financing and Timing of When Costs are to be Incurred” follows.
- The development anticipated to occur because of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. This Plan identifies the following: 1) the development expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the TID, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available such as debt issuance will be sufficient to pay all Project Costs.

To evaluate the economic feasibility of TID #9 it is necessary to project the amount of tax revenue that can be reasonably generated over the legal life of the TID. Included in Exhibit A is a proforma analysis of TID #9. The proforma analyzes expenses based on project plan costs of TID #9 against projected TID revenue. Tax revenue is conservatively estimated. Cash received from future TID #9 tax increments will be used to fund project costs and implementation of this Plan will also require that the City issue a developer grant/loan to provide direct or indirect financing for the Projects to be undertaken. In 2043, the final year of revenue collection for the TID, it is projected to have repaid all expenditures and is left with a positive surplus balance.

Section 12: Method of Financing and Timing of When Costs are to be Incurred.

The City plans to fund project costs with cash received from future TID #9 tax increments and to issue a developer grant/loan to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes (BAN, NAN, TAN)

The City may issue G.O. Bonds or Notes to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of G.O. and State Trust Fund Loan debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total

equalized value (including increment values).

Community Development Authority Lease Revenue Bonds:

Pursuant to Section 66.1335 Wisconsin Statutes (i.e., the "Community Development Authority Law") the City may issue Community Development Authority Lease Revenue Bonds to finance projects included within this Plan. Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City's borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Tax Increment Revenue Bonds

The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City or as a Lease Revenue Bond by a Community Development Authority (CDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the cities borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The City can issue revenue bonds to be repaid from revenues of the sewer and/or water systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond underwriters its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Board of Commissioners of Public Lands State Trust Fund Loans

The City may issue State Trust Fund Loans to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of State Trust Fund Loan and GO debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (including increment values).

Bonds Issued to Developers ("Pay as You Go" Financing)

The City may issue a bond to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds issued to developers in this fashion are not general obligations of the City and therefore do not count against the City's borrowing capacity.

Federal/State Loan and Grant Programs

The State and Federal governments often sponsor grant and loan programs that municipalities may potentially use to supplement TID expenditures or provide financing for capital costs which positively impact the district. These programs include Wisconsin Community Development Block Grants, Rural Development Administration Community Facility Loan/Grants, Transportation Economic Assistance Grants, and Economic Development Administration Grants. These programs require local match funding to ensure State and Federal participation in the project.

The actual amount of debt issuance will be determined by the City at its convenience and as dictated by the nature of the projects as they are implemented.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area, and appropriate inducements to encourage development of the area. The City anticipates making total project expenditures, including this amendment, of approximately \$4,000,000 plus financing/interest costs to undertake the projects listed in this Project Plan. The Expenditure Period of this District has 12 years remaining to incur new projects or developments. The projects to be undertaken pursuant to this Project Plan are expected to be financed primarily with tax increments. The City reserves the right to alter the implementation of this Plan to accomplish this objective. Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved, and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Section 13: Annexed Property

All lands within the TID proposed for inclusion in this amendment were either within the City limits as of January 1, 2004, or, if annexed after that date, have been within the City for a minimum of three years.

Section 14: Proposed Changes in Zoning Ordinances

The zoning has remained unchanged since the property was originally subdivided for residential development. No other changes to the existing zoning district map or zoning ordinance are anticipated to impact this project plan. Any changes in zoning that may take place throughout the life of the TID will be consistent with the City's Comprehensive Plan – Future Land Use Map.

Section 15: Proposed Changes in Master Plan, Map, Building Codes, and City Ordinances

The City does not anticipate that the TID will require any changes in the master plan, map, building codes, and City ordinances to implement this project plan. The proposed development and uses are consistent with the adopted Fort Atkinson Comprehensive Plan.

Section 16: Relocation

The City does not anticipate the need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable state statutes as required in Wisconsin Statutes Chapter 32.

Section 17: Orderly Development of the City

The TID will enable the City to undertake projects in furtherance of the stated objectives of its Comprehensive Plan and other planning documents. To this

extent, the continuation of the TID promotes the orderly development of the City.

Section 18: A List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the TID or are not eligible to be paid with tax increment, or costs not eligible to be paid with Tax Incremental Financing funds. The City does not anticipate any non-project costs for the TID.

Section 19: City Attorney Opinion

Exhibit B contains a signed opinion from the City attorney advising whether the project plan amendment is complete and complies with Section 66.1105(4)(f) of the Wisconsin Statutes.

City of Fort Atkinson
TID #9 Territory Amendment #1 Project Plan & District Boundary

Section 20: Exhibit A Cash Flow Proforma Analysis

The pro forma below includes all TID No. 9 project costs and expenditures from both the original project plan and this amendment.

City of Fort Atkinson
Tax Increment District No. 9 (Amendment)

Assumptions	
Annual Inflation During Life of TID.....	2.00%
2025 Gross Tax Rate (per \$1000 Equalized Value).....	\$17.75
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	0.00%
Data above dashed line are actual	

Year	Background Data					Revenues			Expenditures								TID Status			Year	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)		(t)
	TIF District Valuation	Inflation Increment	Construction Increment	TIF Increment Over Base	Tax Rate	Tax Revenue	Owner Occupied Lots	Estimated Total Revenues	Existing Debt Service	Projected New Debt Service	Ridge View Loft Apartment Incentive	Admin Expenses	Phase 2 Ridge View Estates Design	Future Capital Expenditures	Transfers to General Fund	Transfers to Wastewater	Combined Expenditures	Annual Balance	Year End Cumulative Balance		Cost Recovery
	(January 1)	(1)								\$2.5 Million					\$625k From 2025 Advance	\$1 Million From 2025 Advance		(December 31)			
	Base Value \$23,689,600																				
2024	\$24,822,800			\$3,901,100	\$19.38																
2025	\$27,590,700	\$551,814	\$7,000,000	\$11,452,914	\$17.75																
2026	\$35,142,514	\$702,850	\$8,400,000	\$20,555,764	\$17.75	\$69,245	\$180,000	\$249,245				\$15,000	\$237,500			\$0	\$252,500	(\$3,255)	\$59,369 (2)	Per 2025 Audit	
2027	\$44,245,364	\$884,907	\$5,900,000	\$27,340,672	\$17.75	\$203,289	\$180,000	\$383,289	\$208,135	\$0	\$111,825	\$15,000				\$0	\$334,960	\$48,329	\$56,114		
2028	\$51,030,272	\$1,020,605	\$4,500,000	\$32,861,277	\$17.75	\$364,865	\$180,000	\$544,865	\$193,400	\$161,375	\$223,650	\$15,000			\$12,815	\$0	\$606,240	\$61,375	\$104,442		
2029	\$56,550,877	\$1,131,018	\$4,500,000	\$38,492,295	\$17.75	\$485,297	\$180,000	\$665,297	\$239,650	\$159,125	\$223,650	\$15,000			\$7,095	\$0	\$644,520	\$20,777	\$63,844		
2030	\$62,181,895	\$1,243,638	\$4,500,000	\$44,235,932	\$17.75	\$583,288	\$180,000	\$763,288	\$298,025	\$230,188	\$223,650	\$15,000			\$10,446	\$0	\$777,308	(\$14,021)	\$49,824		
2031	\$67,925,532	\$1,358,511	\$2,000,000	\$47,594,443	\$17.75	\$683,238	\$180,000	\$863,238	\$294,650	\$229,450	\$223,650	\$15,000			\$76,472	\$0	\$839,222	\$24,016	\$73,840		
2032	\$71,284,043	\$1,425,681	\$2,000,000	\$51,020,124	\$17.75	\$785,188	\$180,000	\$965,188	\$295,900	\$228,488	\$223,650	\$15,000			\$138,813	\$0	\$901,851	\$63,337	\$137,177		
2033	\$74,709,724	\$1,494,194	\$2,000,000	\$54,514,318	\$17.75	\$844,801	\$216,000	\$1,060,801	\$296,650	\$232,188	\$198,800	\$15,000		\$200,000	\$217,290	\$0	\$1,159,928	(\$99,127)	\$38,050		
2034	\$78,203,918	\$1,564,078	\$2,000,000	\$58,078,397	\$17.75	\$905,607		\$905,607	\$296,900	\$230,550	\$198,800	\$15,000		\$150,000	\$17,377	\$0	\$908,627	(\$3,020)	\$35,030		
2035	\$81,767,997	\$1,635,360	\$2,150,000	\$61,863,757	\$17.75	\$967,629		\$967,629	\$296,650	\$233,575	\$198,800	\$15,000			\$34,209	\$0	\$778,234	\$189,396	\$224,426		
2036	\$85,553,357	\$1,711,067		\$63,574,824	\$17.75	\$1,030,892		\$1,030,892	\$297,000	\$231,263	\$198,800	\$15,000		\$250,000	\$50,689	\$0	\$1,042,751	(\$11,860)	\$212,566		
2037	\$87,264,424	\$1,745,288		\$65,320,112	\$17.75	\$1,098,082		\$1,098,082	\$298,000	\$233,613	\$198,800	\$15,000		\$400,000	\$66,772	\$0	\$1,212,184	(\$114,102)	\$98,464		
2038	\$89,009,712	\$1,780,194		\$67,100,307	\$17.75	\$1,128,453		\$1,128,453	\$298,600	\$230,625	\$173,950	\$15,000			\$5,837	\$104,805	\$828,818	\$299,636	\$398,100		
2039	\$90,789,907	\$1,815,798		\$68,916,105	\$17.75	\$1,159,432		\$1,159,432	\$298,800	\$232,300	\$173,950	\$15,000		\$500,000		\$128,042	\$1,348,092	(\$188,660)	\$209,440		
2040	\$92,605,705	\$1,852,114		\$70,768,219	\$17.75	\$1,191,030		\$1,191,030	\$293,700	\$228,638	\$173,950	\$15,000				\$151,005	\$862,292	\$328,738	\$538,178		
2041	\$94,457,819	\$1,889,156		\$72,657,375	\$17.75	\$1,223,261		\$1,223,261	\$298,200	\$229,638	\$173,950	\$15,000				\$164,636	\$881,423	\$341,838	\$880,016		
2042	\$96,346,975	\$1,926,940		\$74,584,315	\$17.75	\$1,256,136		\$1,256,136	\$297,200	\$230,188		\$15,000				\$373,963	\$916,350	\$339,786	\$1,219,802	Expenditures Recovered	
2043	\$98,273,915					\$1,289,668		\$1,289,668	\$295,800	\$235,175		\$15,000				\$77,551	\$623,526	\$666,143	\$1,885,945	Expenditures Recovered	
2044						\$1,323,872		\$1,323,872									\$0	\$1,323,872	\$3,209,816	Expenditures Recovered	
	\$25,733,215	\$44,950,000				\$16,593,272	\$1,476,000	\$18,069,272	\$4,797,260	\$3,556,375	\$2,919,875	\$270,000	\$237,500	\$1,500,000	\$637,815	\$1,000,000	\$14,918,825	\$3,150,447			

(1) Includes \$16,150,000 in new construction increment

(2) Per 2025 audited financials; Advance from other funds of \$1,625,000 not included.

Type of TID: Mixed-Use
2023 TID Inception (10/18/2022)
2038 Final Year to Incur TIF Related Costs
2043 Maximum Legal Life of TID (20 Years)
2044 Final Tax Collection Year

Section 21: Estimated Tax Increments By Taxing Entity

City of Fort Atkinson - TID # 9					
Calculation of the Growth of Estimated Tax Increments by Taxing Entity					
Revenue	Projected Increment	County	City	School District	Technical College
2026	\$ 69,245	\$ 11,035	\$ 23,428	\$ 32,444	\$ 2,338
2027	\$ 203,289	\$ 32,396	\$ 68,781	\$ 95,248	\$ 6,864
2028	\$ 364,865	\$ 58,144	\$ 123,449	\$ 170,952	\$ 12,320
2029	\$ 485,297	\$ 77,336	\$ 164,196	\$ 227,379	\$ 16,386
2030	\$ 583,288	\$ 92,952	\$ 197,350	\$ 273,291	\$ 19,695
2031	\$ 683,238	\$ 108,880	\$ 231,168	\$ 320,121	\$ 23,070
2032	\$ 785,188	\$ 125,126	\$ 265,661	\$ 367,888	\$ 26,512
2033	\$ 844,801	\$ 134,626	\$ 285,831	\$ 395,819	\$ 28,525
2034	\$ 905,607	\$ 144,316	\$ 306,404	\$ 424,309	\$ 30,578
2035	\$ 967,629	\$ 154,200	\$ 327,389	\$ 453,369	\$ 32,672
2036	\$ 1,030,892	\$ 164,281	\$ 348,793	\$ 483,009	\$ 34,808
2037	\$ 1,098,082	\$ 174,988	\$ 371,526	\$ 514,490	\$ 37,077
2038	\$ 1,128,453	\$ 179,828	\$ 381,802	\$ 528,720	\$ 38,102
2039	\$ 1,159,432	\$ 184,765	\$ 392,284	\$ 543,235	\$ 39,148
2040	\$ 1,191,030	\$ 189,800	\$ 402,975	\$ 558,040	\$ 40,215
2041	\$ 1,223,261	\$ 194,937	\$ 413,880	\$ 573,141	\$ 41,303
2042	\$ 1,256,136	\$ 200,176	\$ 425,003	\$ 588,544	\$ 42,413
2043	\$ 1,289,668	\$ 205,519	\$ 436,348	\$ 604,255	\$ 43,546
2044	\$ 1,323,872	\$ 210,970	\$ 447,920	\$ 620,281	\$ 44,701
TOTALS	\$ 16,593,272	\$ 2,644,274	\$ 5,614,189	\$ 7,774,537	\$ 560,272

Section 22: Exhibit B City Attorney Opinion

LEGAL OPINION OF THE PROJECT PLAN FOR AMENDMENT TO TAX INCREMENT DISTRICT NO. 9

PURPOSE

The undersigned is the attorney for the City of Fort Atkinson, Wisconsin. The purpose of this legal opinion is to comment upon the projected plan for the Amendment to Tax Increment District (TID) No. 9. Said District is being amended to provide for public improvements and development incentives to encourage residential and commercial development on the City's northwest side. Said TID shall be created as a Mixed-Use District.

In making this opinion, the undersigned has reviewed not only the plan itself, but pertinent official notices and other records created as a result of this proposal.

POWER TO AMEND TAX INCREMENTAL DISTRICTS

The enabling Statute to amend Tax Incremental Districts is set forth in Section 66.1105(4)(h)2, Wisconsin Statutes. I find that the City of Fort Atkinson has the legal authority to amend the Tax Incremental District that is set forth in the aforementioned proposal. I further find that the proposed purpose of said Amendment to Tax Incremental District No. 9 is a proper purpose for such a District as set forth in Section 66.1105(4), Wisconsin Statutes (2019-2020).

PROCEDURE TO AMEND A TAX INCREMENTAL DISTRICT

The procedure for Amendment of a Tax Incremental District is set forth mainly in Section 66.1105(4)(h), Wisconsin Statutes. I find that all required notices mandated by that provision have been properly given by the appropriate City officials.

In reviewing the plan itself, I find that it includes a statement properly listing the kind, number and location of all proposed public works or improvements. I further find that the plan contains a proper economic feasibility study, a detailed list of estimated project costs, a description of the methods of financing all estimated project costs and the time such costs will be incurred.

I further find that said proposal contains the necessary maps properly indicating the boundaries of the Tax Incremental District, the location of future improvements to be made, existing uses and conditions of real property in said District and proposed changes of existing zoning, Building Codes and City Ordinances, if any.

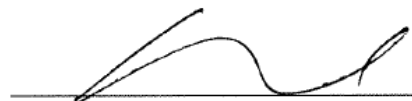
I further find that said proposal contains a list of estimated project costs and a statement of the method for the relocation of any person to be displaced (there are none). Finally, I find that said proposal properly indicates how the creation of the aforementioned Tax Incremental District promotes the orderly development of the City of Fort Atkinson.

City of Fort Atkinson
TID #9 Territory Amendment #1 Project Plan & District Boundary

CONCLUSION

It is the opinion of the undersigned that the aforementioned plan meets all the necessary criteria as established by the Wisconsin Statutes. As stated previously, all necessary notices have been made in a timely fashion. Before this Tax Incremental District can be formally Amended, the approval of the Planning Commission and Common Council of the City of Fort Atkinson as well as the Joint Review Board must be obtained if they have not already obtained.

Dated this 18 day of June, 2026.



David R. Westrick
City Attorney for the City of Fort Atkinson

Section 23: Exhibit C TID #9 Amended Boundary Legal Description

Proposed TID#9 Amendment #1 Boundary

LOT 84, 4TH ADD TO KOSHKONONG ESTATES., LOT 85, 4TH ADD TO KOSHKONONG ESTATES., LOT 86, 4TH ADD TO KOSHKONONG ESTATES., LOT 87, 4TH ADD TO KOSHKONONG ESTATES., LOT 88, 4TH ADD TO KOSHKONONG ESTATES., LOT 89, 4TH ADD TO KOSHKONONG ESTATES., LOT 90, 4TH ADD TO KOSHKONONG ESTATES., LOT 91, 4TH ADD TO KOSHKONONG ESTATES., LOT 92, 4TH ADD TO KOSHKONONG ESTATES., LOT 93, 4TH ADD TO KOSHKONONG ESTATES., LOT 94, 4TH ADD TO KOSHKONONG ESTATES., LOT 95, 4TH ADD TO KOSHKONONG ESTATES., LOT 96, 4TH ADD TO KOSHKONONG ESTATES., LOT 97, 4TH ADD TO KOSHKONONG ESTATES., LOT 98, 4TH ADD TO KOSHKONONG ESTATES., LOT 99, 4TH ADD TO KOSHKONONG ESTATES., LOT 100, 4TH ADD TO KOSHKONONG ESTATES., LOT 101, 4TH ADD TO KOSHKONONG ESTATES., LOT 102, 4TH ADD TO KOSHKONONG ESTATES., LOT 103, 4TH ADD TO KOSHKONONG ESTATES., LOT 104, 4TH ADD TO KOSHKONONG ESTATES., LOT 105, 4TH ADD TO KOSHKONONG ESTATES., LOT 106, 4TH ADD TO KOSHKONONG ESTATES., LOT 107, 4TH ADD TO KOSHKONONG ESTATES., LOT 108, 4TH ADD TO KOSHKONONG ESTATES., LOT 109, 4TH ADD TO KOSHKONONG ESTATES., LOT 110, 4TH ADD TO KOSHKONONG ESTATES., LOT 111, 4TH ADD TO KOSHKONONG ESTATES., LOT 112, 4TH ADD TO KOSHKONONG ESTATES., LOT 113, 4TH ADD TO KOSHKONONG ESTATES., LOT 114, 4TH ADD TO KOSHKONONG ESTATES., OUTLOT 2, 4TH ADD TO KOSHKONONG ESTATES., OUTLOT 3, 4TH ADD TO KOSHKONONG ESTATES., OUTLOT 4, 5TH ADD TO KOSHKONONG ESTATES., LOT 115, 5TH ADD TO KOSHKONONG ESTATES., LOT 116, 5TH ADD TO KOSHKONONG ESTATES., LOT 117, 5TH ADD TO KOSHKONONG ESTATES., LOT 118, 5TH ADD TO KOSHKONONG ESTATES., LOT 119, 5TH ADD TO KOSHKONONG ESTATES., LOT 120, 5TH ADD TO KOSHKONONG ESTATES., LOT 121, 5TH ADD TO KOSHKONONG ESTATES., LOT 122, 5TH ADD TO KOSHKONONG ESTATES., LOT 123, 5TH ADD TO KOSHKONONG ESTATES., LOT 124, 5TH ADD TO KOSHKONONG ESTATES., LOT 125, 5TH ADD TO KOSHKONONG ESTATES., LOT 126, 5TH ADD TO KOSHKONONG ESTATES., LOT 127, 5TH ADD TO KOSHKONONG ESTATES., LOT 128, 5TH ADD TO KOSHKONONG ESTATES., LOT 129, 5TH ADD TO KOSHKONONG ESTATES., LOT 130, 5TH ADD TO KOSHKONONG ESTATES., LOT 131, 5TH ADD TO KOSHKONONG ESTATES., LOT 132, 5TH ADD TO KOSHKONONG ESTATES., LOT 133, 5TH ADD TO KOSHKONONG ESTATES., LOT 134, 5TH ADD TO KOSHKONONG ESTATES., LOT 135, 5TH ADD TO KOSHKONONG ESTATES., LOT 136, 5TH ADD TO KOSHKONONG ESTATES., LOT 137, 5TH ADD TO KOSHKONONG ESTATES., LOT 138, 5TH ADD TO KOSHKONONG ESTATES., LOT 139, 5TH ADD TO

KOSHKONONG ESTATES. SUBJ TO STORM SEWER ESMT IN DOC 1420026., LOT 140, 5TH ADD TO KOSHKONONG ESTATES., LOT 141, 5TH ADD TO KOSHKONONG ESTATES., LOT 142, 5TH ADD TO KOSHKONONG ESTATES., LOT 143, 5TH ADD TO KOSHKONONG ESTATES., LOT 144, 5TH ADD TO KOSHKONONG ESTATES., LOT 145, 5TH ADD TO KOSHKONONG ESTATES., LOT 146, 5TH ADD TO KOSHKONONG ESTATES., LOT 147, 1ST ADD TO KOSHKONONG ESTATES., LOT 148, 5TH ADD TO KOSHKONONG ESTATES., LOT 149, 5TH ADD TO KOSHKONONG ESTATES., OUTLOT 1, CRESCENT BEAUTY FARMS., LOT 37, 3RD ADD TO KOSHKONONG ESTATES.

Section 24: Disclaimer Text

Robert W. Baird & Co. Incorporated is providing this information to you for discussion purposes. The materials do not contemplate or relate to a future issuance of municipal securities. Baird is not recommending that you take any action, and this information is not intended to be regarded as “advice” within the meaning of Section 15B of the Securities Exchange Act of 1934 or the rules thereunder.

PLANNING COMMISSION RESOLUTION #2026-1458

Resolution Formally Adopting Proposed Project Plan Territory Addition Amendment #1 and
Boundaries for Tax Incremental District No. 9

**RECOMMENDED ADOPTION OF THE PROJECT PLAN TERRITORY ADDITION AMENDMENT NO.
1 AND BOUNDARIES FOR TAX INCREMENTAL DISTRICT NO. 9 CITY OF FORT ATKINSON,
WISCONSIN**

WHEREAS, pursuant to Wisconsin Statutes §66.1105 the City of Fort Atkinson has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 6 ("the District") was created by the City of Fort Atkinson ("the City") on October 18, 2022, as a mixed-use district, and

WHEREAS, the District will be amended in 2026 by adoption of a territory and project plan amendment No. 1 dated July 7, 2026, which adds territory to the District, and

WHEREAS, the proposed amendment No. 1 to modify the territory for the District was filed with the City Manager on June 16, 2026, and made available for inspection on weekdays between the hours of 8:00 a.m. and 4:30 p.m., and to any person requesting a copy thereof; and

WHEREAS, a public hearing was held on June 23, 2026, in accordance with Wis. Stats. §66.1105(4)(a) and (e), in which interested parties were afforded a reasonable opportunity to express their views on the proposed territory amendment No 1; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent by mail to the chief executive officers of Jefferson County, the Fort Atkinson School District, the Madison Area Technical College, and any other entities having the power to levy taxes on property located within the district; and

WHEREAS, Notice of such hearing was published by Class 1 publication in the City's official newspaper on June 16, 2026; and

WHEREAS, a meeting pursuant to Wis. Stats. §66.1105(4m) of the Tax Increment District No. 9 Joint Review Board was held on June 22, 2026, within fourteen days after the publication of the notice of the above-referenced public hearing; and

WHEREAS, at the above-referenced public hearing conducted in the Council Chambers of the City of Fort Atkinson City Hall on June 23, 2026 at 4:00 p.m., the Plan Commission heard all interested parties, their agents and attorneys, regarding proposed Territory Amendment No. 1 for the District and determined that the territory amendment as proposed is in conformity with the City's Comprehensive Plan, only includes whole parcels, is contiguous, and is in the best interests of the City in order to foster economic development and mixed-use development and further would not otherwise occur without tax incremental financing in that part of the City.

PLANNING COMMISSION RESOLUTION #2026-1458

Resolution Formally Adopting Proposed Project Plan Territory Addition Amendment #1 and
Boundaries for Tax Incremental District No. 9

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

The Plan Commission recommends the boundaries for the district be amended as to those
boundaries are set forth in Territory Amendment No. 1 and the proposed project plan,
and to modify the boundary for the district, a copy of which is attached hereto and
incorporated herein as if fully set forth.

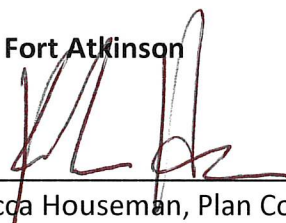
BE IT FURTHER RESOLVED THAT:

The Plan Commission hereby adopts Territory Amendment No. 1 for the District and the
Proposed Project Plan, City of Fort Atkinson, as prepared and presented by Robert W.
Baird & Co. and City staff; further, that such territory amendment and project plan is
hereby submitted to the Common Council of the City of Fort Atkinson in accordance with
Wis. Stats. §66.1105(4)(f).

Adopted by the Plan Commission of the City of Fort Atkinson, Wisconsin, this 23rd day of June
2026.

City of Fort Atkinson

By


Rebecca Houseman, Plan Commission Chairperson

CERTIFICATION

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of
the City of Fort Atkinson on the 23rd day of June 2026.


Michelle Ebbert,
City of Fort Atkinson
City Clerk



VIA EMAIL-RETURN RECEIPT REQUESTED

June 9, 2026

Michael Luckey, County Administrator, Jefferson County
Shawna Marquardt, Dean of Regional Campuses, Madison Area Technical College
Nathan Knitt, Director of Business Services, School District of Fort Atkinson
Rebecca Houseman, City Manager, City of Fort Atkinson
Jonah Ralston, City of Fort Atkinson resident, Public Member (nominated)

RE: Notice of Public Hearing and Joint Review Board dates-Regarding Proposed Territory Addition Amendment #1 for Tax Incremental District No. 9 of the City of Fort Atkinson, Wisconsin

Dear Joint Review Board Member,

The City of Fort Atkinson is proposing a territory addition amendment for Tax Incremental District No. 9 in the City. Pursuant to Section 66.1105 of Wisconsin Statutes, we need to hold our first meeting of the Joint Review Board within 14 days from the first public notice publication on June 9, 2026, and before the public hearing scheduled for June 23, 2026.

This letter is to inform you that a public hearing will be held on Tuesday, June 23, 2026, at 4:00 p.m. in the Fort Atkinson Municipal Building Council Chambers, 101 N. Main Street, regarding the Proposed Project Territory Addition Amendment #1 for Tax Incremental District No. 9 of the City of Fort Atkinson, Wisconsin.

The Wisconsin Tax Incremental Law provides that a Joint Review Board must be established with respect to the proposed project plan and must include members chosen by Jefferson County, Madison Area Technical College, School District of Fort Atkinson, City of Fort Atkinson and one public member chosen by a majority of the other Joint Review Board members.

The first meeting of the Joint Review Board will be held on Monday, June 22, 2026 at 3:00 p.m. in the Fort Atkinson Council Chambers, 101 N. Main Street. The purpose of the meeting will be to review the role of the Joint Review Board, elect a chairperson and a public member, and discuss the district's territory amendment. Enclosed is a copy of the agenda for that meeting and a copy of the notice of public hearing for the Proposed Territory Amendment of Tax Incremental District No. 9.

The second Joint Review Board meeting has been scheduled for Monday, July 27, 2026 at 3:00 p.m.

Thank you for your cooperation in this important matter. If you have any questions or require further information, please contact me at 920-397-9901 or houseman@fortatkinsonwi.gov.

Sincerely,

Rebecca Houseman
City Manager

**NOTICE OF PUBLIC HEARING AND JOINT REVIEW BOARD MEETING
REGARDING THE PROPOSED PROJECT PLAN FOR TAX INCREMENTAL DISTRICT (TID)
NUMBER 9 IN THE CITY OF FORT ATKINSON, WISCONSIN**

NOTICE IS HEREBY GIVEN, that the City of Fort Atkinson will hold an organizational Joint Review Board (JRB) meeting on June 22, 2026, at 3:00 p.m. in the Municipal Building Council Chambers, located at 101 N. Main St., Fort Atkinson, WI 53538. The purpose of this meeting is for the JRB to review the proposed project plan for TID 9. The meeting is open to the public.

NOTICE IS HEREBY GIVEN, that the Plan Commission of the City of Fort Atkinson will hold a public hearing on June 23, 2026, at 4:00 p.m., or shortly thereafter, in the Municipal Building Council Chambers, 101 N. Main St., Fort Atkinson, WI 53538, regarding the proposed project plan for TID 9 in the City.

Access meeting online:

<https://us02web.zoom.us/j/82214860406?pwd=TEVyUVdQM05VNFVzb0E2TUNTVnZlZz09>

Meeting ID: 822 1486 0406, Passcode: 53538, Dial by Location, +1 312 626 6799. Contact Sarah Weiher at 920-397-9901 to request accommodation or access assistance.

City of Fort Atkinson TID 9 is generally located on the northwest side of the City with original planned development in the Banker Road neighborhood. This amendment will focus on the area with rehabilitation and related improvements in the Koshkonong Estates Subdivision area. The sites are within the city limits.

The proposed amendment will add parcels in the Ramesh Avenue, Ila Street and Reena Avenue area. These parcels are proposed to be added to support rehabilitation efforts for portions of the network south of Montclair Place, including roadway reconstruction, relocation and utility work, and related professional services. The City may also undertake regional stormwater improvements in the area, as well as land acquisition and enhancements to pedestrian and bicycle connectivity linking existing and planned trail systems, along with entryway signage on the northwest side of the City. All such activities would occur within the TID and the half-mile radius.

The City anticipates additional public improvement project cost expenditures related towards the amendment of approximately \$4,000,000.

Proposed public project improvements may include but not limited to site grading, surveying, sanitary sewer system improvements, regional storm water management system improvements, electric service, gas service, communications infrastructure, street improvements, lighting, sidewalks, pedestrian and bicycle connection improvements, parks/recreational trail improvements, land purchases, entryway signage improvements, professional and organizational services, administrative costs, and finance costs.

As part of the territory amendment project plan, cash grants are proposed to be made by the City of Fort Atkinson to owners, lessees, or developers of property within TID 9.

The proposed costs include projects within the TID boundary and within a one-half mile radius of the boundary of the district.

At the public hearing, all persons will be afforded a reasonable opportunity to be heard concerning the proposed project plan. A copy of the TID 9 Project Plan is available for inspection and will be provided upon request. Arrangements for either inspection or receipt of a copy of the project plan may be made by contacting the City Manager, Municipal Building, 101 N. Main St, Fort Atkinson, WI 53538; Phone 920-397-9901.

Dated this 9th day of June 2026.

Rebecca Houseman
City Manager

Publication Date: June 16, 2026

Tax Incremental Financing Manual



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I. General Background

A. Tax Incremental Financing (TIF) Definition

1. TIF basic function

TIF is a financing option that allows a municipality (town, village or city) to fund infrastructure and other improvements, through property tax revenue on newly developed property. A municipality identifies an area, the Tax Incremental District (TID), as appropriate for a certain type of development. The municipality identifies projects to encourage and facilitate the desired development. Then as property values rise, the municipality uses the property tax paid on that development to pay for the projects. After the project costs are paid, the municipality closes the TID. The municipality, schools, county, and technical college are able to levy taxes on the value of the new development.

TIF use varies depending on the project and the municipality. In some cases, the municipality chooses an area it would like to develop or that is unlikely to develop without assistance. Then the municipality designs improvements (ex: roads, sidewalks, sewer systems) to attract growth. In other cases, a developer or company identifies a site where they might locate. A developer may also negotiate with the municipality to use TIF to fund some improvements (ex: demolition, soil clean up, roads, water) the developer needs. Either way, an area facing development challenges receives help to grow. This creates a larger tax base for the municipality and the overlying taxing jurisdictions (ex: schools, county, technical colleges). Generally, when the tax base grows and spending is stable, tax rates go down, decreasing property taxes for everyone.

Important

One key basis for the use of TIF is the "but for" requirement. As part of all creation resolutions, a municipality must affirm that the development would not happen "but for" the use of TIF. The municipality must believe that without TIF the development would never happen. This requirement is important to ensure TIF assists development projects needing help, but that it is not a gift of tax dollars to private developers or property owners. Review [Considerations for the Municipality](#) for more information.

2. TIF law background

Wisconsin adopted TIF legislation in 1975 to eliminate blighted areas in urban neighborhoods. Interest rates were high, making government borrowing expensive and municipal investment in infrastructure and redevelopment unattractive. In addition, the cost was high for redeveloping blighted areas compared to developing open areas. This was due to demolition, alteration, remodeling or repairing existing buildings, removing environmental contamination from soil or groundwater, or other site work. Before TIF law was enacted, if a municipality wanted to expand its local tax base, the municipality alone would pay the cost but the overlying taxing jurisdictions would also benefit from the growth. The legislature saw this situation as unfair and viewed TIF as a way to remedy the problem and encourage cooperation between local governments.

Since TIF law was first adopted, changes have been made to expand the ways municipalities can use TIF and increase the involvement of the overlying taxing jurisdictions and local residents.

Tax Incremental Financing (TIF) Manual

The chart below shows the law reference and creation year. Review [Summary of TIF Law Changes](#) for recent changes.

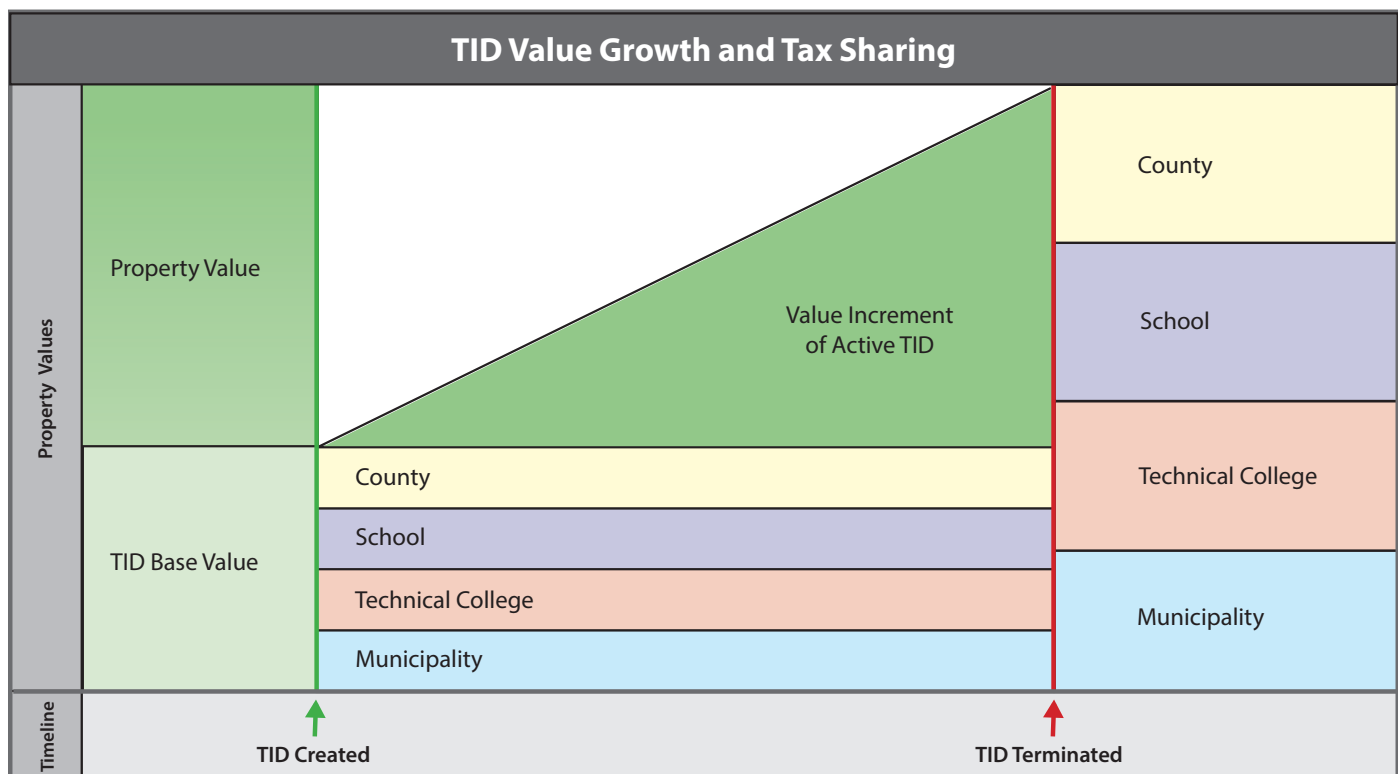
Eligible Municipality	WI Statute	Year Statute Created	TID Type
City or Village	66.1105	1975	Blighted, Rehabilitation or Conservation, Industrial
City or Village	66.1105	2004	Mixed-use
City or Village	66.1105	2017	Environmental Remediation
Town	66.1105	2005	Any of the above as part of an annexation/cooperation agreement
City, Village or County	66.1106	1997 (ended 2017)	Environmental Remediation (now in 66.1105)
Town	60.85	2004	Agricultural, Forestry, Manufacturing, or Tourism
Town	60.23	2014	Same as created under 66.1105

Review [Summary Statistics](#) for details on TID creations and types of TIDs.

B. How TIF Works

When a municipality creates a TID, the municipality and other taxing jurisdictions agree to support their operation from the existing tax base within the TID. They agree the municipality will use the taxes on the value increase in the TID to pay for the investment.

1. Sharing the tax base



a. TID creation

When the municipality creates a TID, it establishes the base value of all the taxable property within the defined boundaries. The county, school, technical college and municipality in the chart above, make up the overlying taxing jurisdictions for the property in the base value. The overlying taxing jurisdictions share the tax revenue collected on this portion of the property value. After the TID is created, this tax revenue is allocated the

Tax Incremental Financing (TIF) Manual

same way as before the TID was created. In the chart, the county, school, technical college and municipality collect taxes on the property in the TID base. In areas with special taxing districts (ex: sanitary district or lake rehabilitation district), this district would appear in a row below the municipality.

Any new construction or investment in the TID property increases the value. The municipality collects the taxes on the growth in value of the property (the [Value increment](#)) as [Tax increment](#) revenue. The municipality can only use this revenue to pay for the improvements it made to the property in the TID according to the approved project plan.

b. TID termination

The municipality must terminate the TID at the end of the maximum life, or when the tax increments collected exceed the approved project costs. At termination, the entire TID's property value is available for the overlying taxing jurisdictions to tax. In the [TID Value Growth and Tax Sharing chart](#) on the previous page, the column on the right represents the increased property value subject to taxes. While the TID exists, tax revenue for each overlying jurisdiction is limited to the base value of the TID property. After terminating the TID, all the overlying taxing jurisdictions share the tax base; tax rates can be lowered to generate the same amount of revenue for the jurisdiction. Without the development encouraged by TIF, the base value would be the only value available for the jurisdictions to tax. Partnering to facilitate development helps all the overlying taxing jurisdictions increase their tax base. If the TID property value does not increase as expected, the municipality may not receive enough tax increment to pay its expenditures. In this case, when the TID terminates, the municipality is responsible for the unpaid debts.

Important

At termination, if the tax increment revenue exceeds the project costs, the municipality must return the surplus revenue to the overlying taxing jurisdictions in proportion to overlying taxing jurisdictions' respective tax levy without TIF.

2. Tax increment calculation

The Tax Increment Worksheet ([Form PC-202](#)) calculates the amount of taxes for the TIF fund. The worksheet uses the apportionment of each overlying taxing jurisdiction to determine the share of each district's tax revenues that will be part of the municipality's tax increment.

Example

This example shows how the county levy is apportioned and how the tax increment is calculated. The same process is used to determine the tax increment added to each of the other taxing jurisdictions' levies, including the levy for the municipality that created the TID.

Assumptions

- Entire county consists of four municipalities. Only Municipality "A" has a TID.
- Equalized property value in the four municipalities, including the TID increment are:

Municipal Values								Total
A	\$400,000,000*	B	70,000,000	C	20,000,000	D	10,000,000	\$500,000,000
* Includes \$30,000,000 value increment								

- Municipality "A" has a TID 1 with values of:
 - Base value \$20,000,000
 - Current value 50,000,000
 - Value increment 30,000,000
- The county needs \$1,500,000 from property taxes for its budget

Note: Values of the taxing entity and any municipality with one or more TIDs, are reduced by the value increment in all the TIDs. This is referred to as TID/OUT in the upcoming charts.

Tax Incremental Financing (TIF) Manual

Step 1 Formula to determine each municipality's percent of the county's value: Municipality Value ÷ County Value = % of County's Value					
Municipality	TID/Out Municipality Value	÷	TID/Out County Value	=	Percentage County Value
A	\$ 370,000,000	÷	\$ 470,000,000	=	.787234
B	70,000,000	÷	470,000,000	=	.148936
C	20,000,000	÷	470,000,000	=	.042553
D	10,000,000	÷	470,000,000	=	.021277
Totals	\$ 470,000,000		n/a		1.000000
Step 2 Formula to determine the county tax apportioned to each municipality: Percentage County Value × County Levy = Apportioned Tax					
Municipality	Percentage County Value	×	County Levy	=	Apportioned Taxes
A	.787234	×	\$ 1,500,000	=	\$ 1,180,850
B	.148936	×	1,500,000	=	223,405
C	.042553	×	1,500,000	=	63,830
D	.021277	×	1,500,000	=	31,915
Totals	1.000000		n/a		\$ 1,500,000
Step 3 Formula to determine the county tax rate each municipality will collect, including the tax increment: County Apportioned Tax ÷ (Municipality Equalized Value - Increment) = County Tax Rate per Municipality					
Municipality	Apportioned Municipality Taxes	÷	Municipality TID/Out Equalized Value	=	County Tax Rate for Each Municipality
A	\$ 1,180,850	÷	\$ 370,000,000	=	.0031915
B	223,405	÷	70,000,000	=	.0031915
C	63,830	÷	20,000,000	=	.0031915
D	31,915	÷	10,000,000	=	.0031915
Totals	\$ 1,500,000	÷	\$ 470,000,000		n/a
Step 4 Formula to determine the county tax rate for each municipality (referred to TID/IN below) County Tax Rate × Total Equalized Value of all Municipal property = County Tax Collected (includes the tax increment for TID #1 in Municipality "A")					
Municipality	Tax Rate	×	Total Equalized Value Municipality TID/IN	=	County Taxes Collected
A	.0031915	×	\$ 400,000,000	=	\$ 1,276,600
B	.0031915	×	70,000,000	=	223,405
C	.0031915	×	20,000,000	=	63,830
D	.0031915	×	10,000,000	=	31,915
Totals	n/a		\$ 500,000,000		\$ 1,595,750
Total County Taxes Collected from Municipality "A"					\$ 1,276,600
Total County Apportioned Taxes for Municipality "A"					\$ 1,180,850
Tax Increment Received by Municipality "A"					\$ 95,750

Tax Incremental Financing (TIF) Manual

Step 1-4 Explanation

- County tax collected is apportioned to individual property owners in each municipality based on the assessed value of each parcel
- Amount of the tax apportioned by the county is \$1,500,000. Step 2 shows the amounts apportioned to each municipality.
- Tax increment of \$95,750 is the difference between the amount Municipality "A" collected by the county (\$1,276,600 shown in Step 4) and the amount apportioned for Municipality "A" (\$1,118,850 shown in Step 2)
- \$95,750 is the county portion of tax increment Municipality "A" receives and must deposit into the TID 1 fund for the TID's project costs

Step 5	Effect on the county tax rate if the TID in Municipality "A" terminates and the county's levy and each municipality's values remain the same	
County Levy	County Equalized Value	Tax Rate
\$ 1,500,000	\$ 500,000,000*	.003000

* Includes TID value increment in TID 1, Municipality "A"

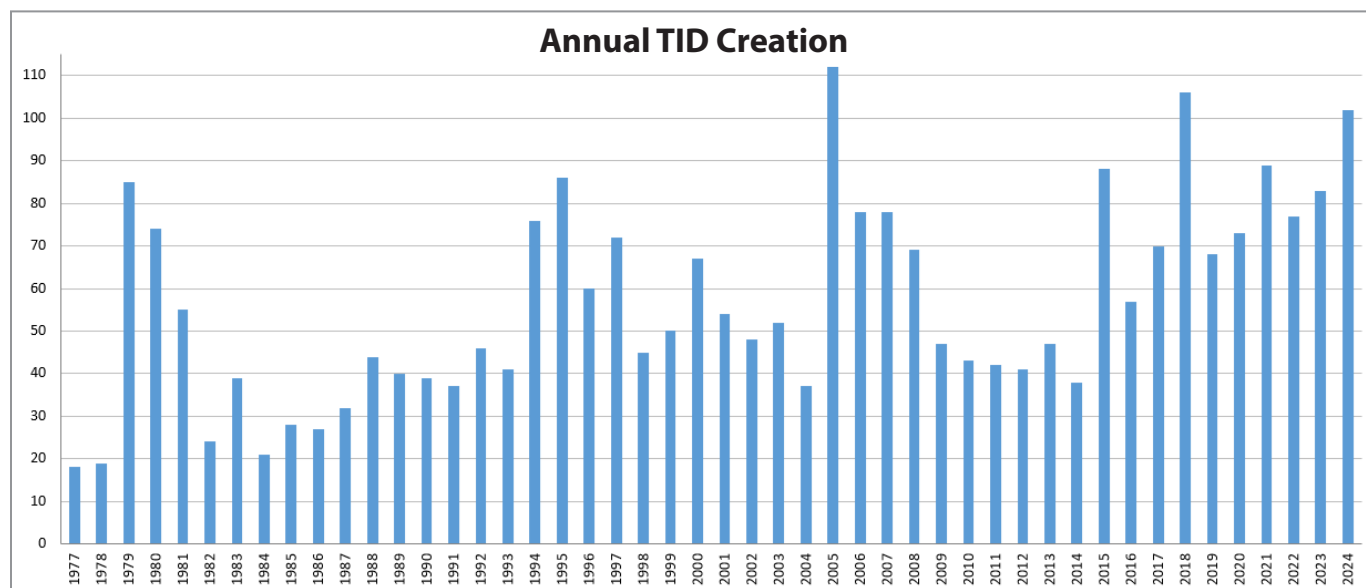
Step 5 Explanation

- There is a difference in the tax rate of 19.15 cents per thousand dollars of equalized value without the TID in Municipality "A" (.0031915 shown in Step 3), compared to the rate with the TID (.0030000 shown in Step 5)
- This results in a \$19.15 tax decrease for the county portion of taxes on a property valued at \$100,000 when the TID terminates

When a municipality has no TIDs, the municipal apportioned levy is the same as the county taxes collected. If there are no TIDs in a county, the county tax rate is lower for everyone. However, if there are TIDs, every taxpayer in the county pays a higher rate to generate the increment paid to the municipality operating the TID. All taxpayers in the county share this cost because they will all share the expanded tax base once the TID terminates.

C. Summary Statistics

The chart below shows TID creations by year. Overall, there has been steady growth since TIF was added to state law. There are a few noticeable spikes in creation activity due to law changes or economic trends.



1. Creation by TID type

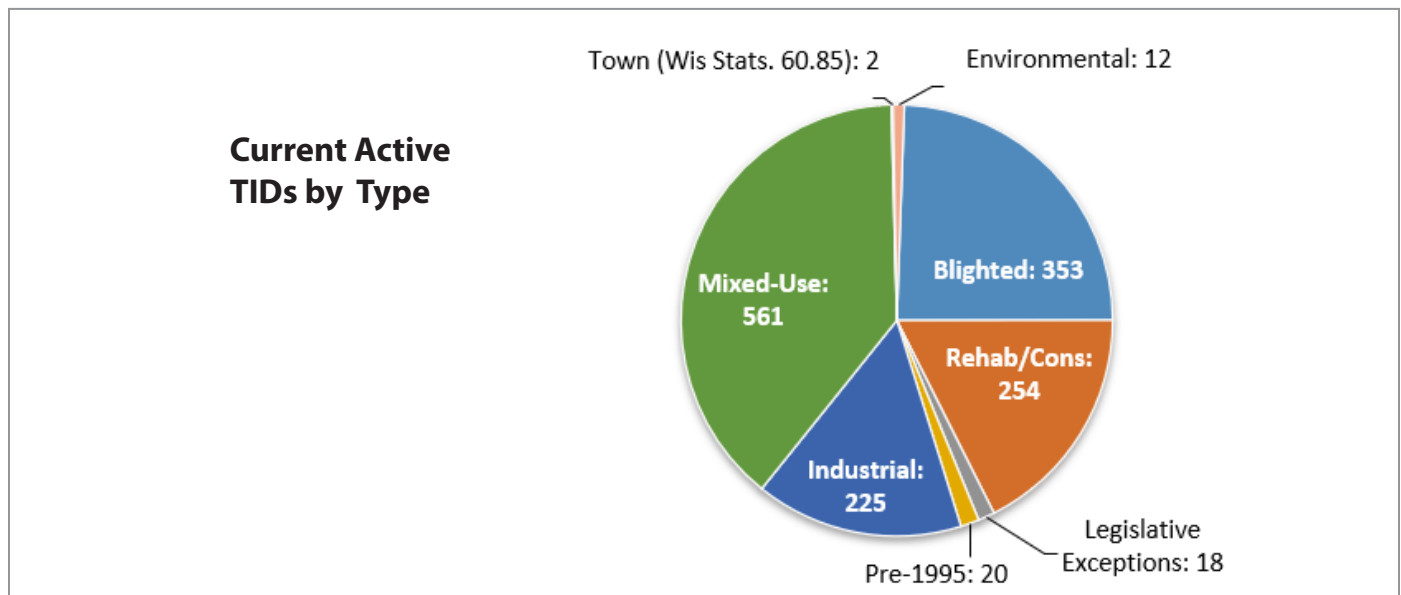
TIF law contains different rules based on TID type. The [TID Criteria Matrix](#) summarizes the rules governing the various TID types.

In 2024, the Wisconsin Department of Revenue (DOR) certified 102 new TIDs:

- 50 mixed-use
- 25 blight elimination
- 18 rehabilitation/conservation
- 9 industrial

2. Active TIDs by type

Currently there are 1,445 active TIDs. The chart below shows a breakdown of the active TIDs by type.

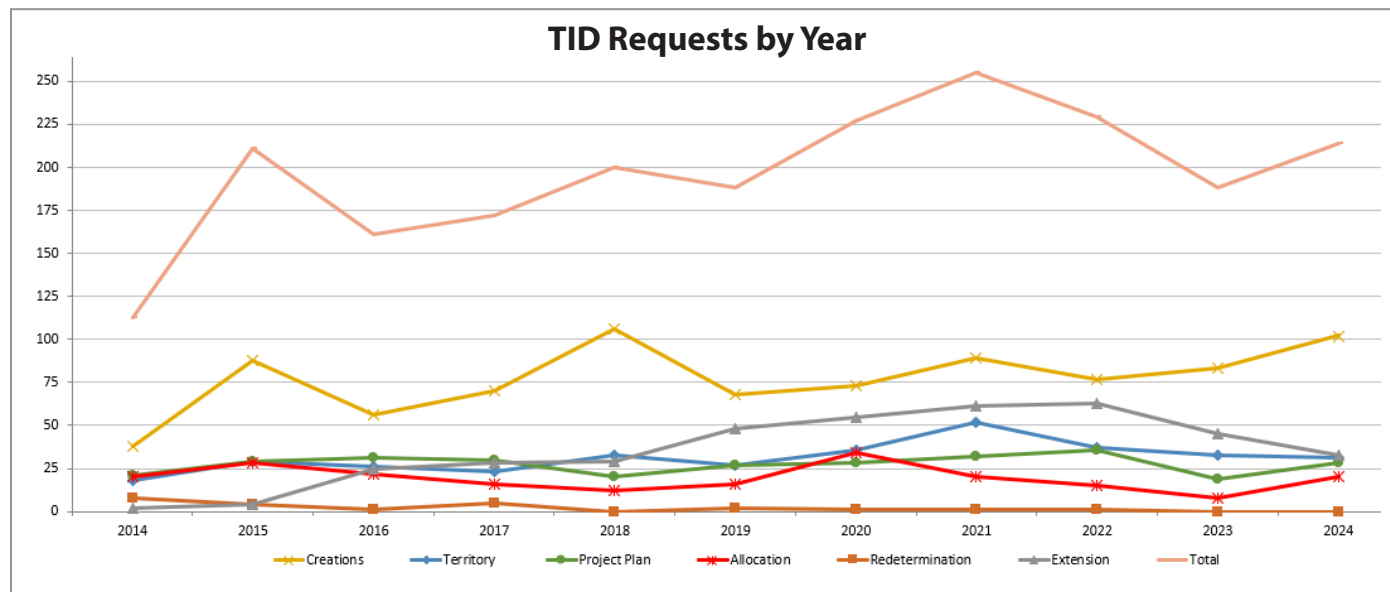


3. TID requests by year

TIF law allows municipalities to create TIDs and amend existing TIDs in different ways. In 2024, DOR approved these TID requests:

- 102 creations
- 31 territory amendments
- 28 project plan amendments
- 20 allocation amendments
- 0 base value redetermination amendments
- 33 extensions

The chart below shows the number of creations and amendment types requested by year.



Each municipality can add or subtract territory from an active TID up to four times during the life of the TID. Adding or subtracting parcels from an existing TID increases or decreases its base value.

Project plan amendments revise the planned development in the TID. An allocation amendment allows a municipality to transfer excess increment from one TID to another TID. There is no limit to the number of allocation or project plan amendments.

Base value redetermination amendments allow a municipality to reduce the base value of a TID in a decrement situation. One redetermination amendment is allowed during a TID's life.

A municipality may extend a TID's life to pay on existing debt and/or to use the last year of increment for affordable housing. There are three types of extensions available: standard extension, technical college extension and affordable housing extension.

Review [TID Amendments](#) and [Extensions](#) for more information.

4. TIF and property taxes in Wisconsin

The Legislative Fiscal Bureau publishes [Informational Paper 22](#) on TIF every two years. It contains background, municipal authority information and statistics on TIF use.

D. Summary of TIF Law Changes

2023 Acts 12 and 138

[Act 12](#)

Personal Property exemption

- Effective January 1, 2024
- Exempts personal property from taxation
- Establishes a process for municipalities to request DOR adjust the base value of TIDs to account for the exemption of personal property

Levy Limit adjustments

- Effective beginning with TIDs created January 1, 2025:
 - » TID new construction annual levy adjustment – municipalities may use up to 90% of new construction within a TID to determine the levy increase
 - » TID termination levy adjustment
 - Allows a one-time levy adjustment equal to 10% of the new construction value within the TID
 - Adjustment may be increased by an additional 15% if the TID closes prior to 75% of the expected life, as determined by the Joint Review Board (JRB)
 - » TID subtraction levy adjustment
 - Allows a one-time levy adjustment equal to 10% of the new construction value within the area subtracted
 - » JRB must establish the year the TID is expected to terminate

Act 138

Taxing jurisdiction notification

- Effective January 1, 2025, for municipal TID creations and amendments:
 - » Removed requirement to use first class mail when sending the public hearing notice to affected taxing jurisdictions
 - » Municipality can email the public hearing notice to taxing jurisdictions
 - » Change does not apply to Town TIDs created under sec. 60.85, Wis. Stats.

2021 Acts 61, 68, 142, 149

Act 61

Distribution of state aid after a TID terminates

- Effective July 10, 2021, starting with 2022 distributions for:
 - » Exempt computer aid payments
 - State will distribute aid to the municipality and other taxing jurisdictions the year after termination and each year thereafter
 - » Personal property aid payments
 - State will distribute aid to the municipality and other taxing jurisdictions the year after termination and each year thereafter
 - Reimbursement for TIDs active in the 2017 tax year that terminated since and would have received aid
 - Terminated TID aid payments will not be included in levy/revenue limit calculations
 - Updates expenditure restraint program to exclude expenditures of terminated TID personal property aid payments

Act 68

Expenditure period for TIDs in an electronics and information technology manufacturing (EITM) zone

- Effective July 10, 2021
- For certain expenses, extends the expenditure period from 84 to 180 months after TID's creation
- Applies to expenses for:
 - » Constructing or expanding fire stations
 - » Purchasing police and fire equipment
 - » General operating expenses related to providing police and fire protection

Act 142

Requires reporting the value of net new construction in TIDs

- Effective January 1, 2023
- In 2023, Municipal Assessment Report (MAR) will include new fields for assessors to report new construction and demolition values for each TID
 - » DOR must publish a TID Net New Construction Values report
- Starting in 2024, the 2023 TID Annual Report (Form PE-300) will include:
 - » Net new construction values for each year beginning with 2023
 - » New construction percentage
 - » TID new construction impact on municipal levy

Act 149

Amends the environmental pollution definition for environmental remediation TIDs

- Effective October 1, 2022
- Adds substances that if released into the air, land or waters due to redevelopment of an existing structure would be harmful to either:
 - » Public health
 - » Commercial or recreational use

2017 Acts 15, 58, 70

Act 15

1. Termination and administrative fee deadline change

- Effective: January 1, 2018
- Changes the deadline for TID terminations from May 15 to April 15
 - » **Example 1:** If a termination resolution is adopted from May 16, 2017 to April 15, 2018, the termination year is 2018 and TID number is removed from the 2018 tax roll
 - » **Example 2:** If a termination resolution is adopted from April 16, 2018 to April 15, 2019, the termination year is 2019 and TID number is removed from 2019 tax roll
- Changes deadline for administrative fee (\$150 per active TID) from May 15 to April 15

2. TID Annual Report changes

- Effective: January 1, 2018 (for 2017 reporting year)
- Sets maximum penalty of \$6,000 for reports not filed timely – penalty for late filing remains \$100 per TID per day (applied beginning 60 days after report is past due)
- DOR reduces shared revenue payments for any unpaid penalty
- Removes the extra 30-day extension when an estimated report is filed

3. Base value for town TIDs created under 60.85

- Effective date retroactive to October 1, 2015
- Excludes town-owned property from the TID base value calculation
- Town TIDs are now consistent with municipal TIDs as changed in [2015 Act 255](#)

4. Notification to DOR of adopted amendments

- Effective: January 1, 2018
- Removes municipality's requirement to notify DOR of TID amendments during May 1 to May 21 each year
- Keeps requirement to notify DOR within 60 days after the amendment is adopted

Act 58

TIDs created in an electronics and information technology manufacturing (EITM) zone

- Effective: September 20, 2017
- Authorizes the creation of an electronics and information technology manufacturing zone and, in connection with that zone, creates special provisions for TIDs:
 - » Exception to 12% limit (no limit for these TIDs and not in the calculation for other municipal TIDs)
 - » 30-year life with expenditures allowed throughout life
 - » Mixed-use or industrial types
 - » Allows TID project costs throughout the county
 - » Allows police/fire costs (with some limitations)
- There are separate due dates/timeframes for these TIDs:
 - » Municipal resolution adopted January 1 to December 1 – if resolution states effective same year, then forms due to DOR December 31
 - » Municipal resolution adopted January 1 to December 1 – if resolution states effective the following year, then forms due to DOR November 30 of the following year
 - » Municipal resolution adopted December 2 to 31 – effective date is the following year with the forms due to DOR November 30 of the following year

Act 70

1. Environmental Remediation (ER) Tax Incremental Districts (TID)

- Effective date: November 29, 2017
- ER TIDs created by a municipal resolution:
 - » Before November 29, 2017 – must follow sec. [66.1106](#), Wis. Stats., and are not affected by 2017 Act 70
 - » On or after November 29, 2017 – must follow sec. [66.1105](#), Wis. Stats.
- All ER TIDs must now be created under sec. 66.1105, Wis. Stats.

2. Requirements/limits

- Maximum life is 27 years with a possible three-year standard extension
- Before creating an ER TID under sec. 66.1105, Wis. Stats., the municipality must obtain a certification of its site investigation report from the Wisconsin Department of Natural Resources (DNR) and email both the report and certification to DOR. To obtain this certification, a municipality must provide DNR the site investigation report including:
 - » Description of the environmental pollution in the proposed district
 - » Proposed remedial action plan
 - » Cost estimates for expected project costs
 - » Schedule for remediation (design, implementation, construction)
- At least 50% of the TID area has significant environmental pollution
- Project plan must specify either:
 - » All project costs will be paid within 90% of the TID's remaining life
 - » Expenditures will only be made in the first half of the TID life; exception – expenditures for significant environmental pollution not identified in the certified site investigation report may continue for 22 years (5 years before the maximum life)
- May only allocate excess funds to other ER TIDs (created under sec. 66.1105 or 66.1106, Wis. Stats.)
- A municipality may designate only one ER TID created under sec. 66.1105 Wis. Stats., as excluded from the 12% value limit. Once the excluded TID is designated, it cannot be changed.

3. TID base value

- When an ER TID is created under sec. 66.1105, Wis. Stats., DOR sets the base value to \$1
- When the ER TID is amended to add territory, the full value of the additional parcels as of January 1 of the amendment year is added to the existing \$1 base value

2015 Acts 254, 255, 256, 257

Act 254

1. Three-year extension request

- Effective: March 3, 2016
- Allows municipality to amend the TID or request a three-year extension to a TID's life through a Joint Review Board (JRB) resolution if tax increments are impacted by 2013 Act 145 that increased state aid to technical colleges

2. DOR determination

- Effective: March 3, 2016
- Requires DOR to indicate in a fiscal estimate if a bill will increase or decrease the increment collection for TIDs or if the effect is indeterminate

Act 255

1. Removes vacant property restriction

- Effective for TIDs created or project plans amended on or after October 1, 2015
- Removes restriction that vacant property may not comprise more than 25% of TID for creations after effective date

2. Excludes city-owned property

- Effective for TIDs created or project plans amended on or after October 1, 2015
- Revises TID base value calculation to exclude exempt city-owned property

Act 256

1. Increases JRB review time

- Effective: March 3, 2016
- Changes JRB review period from 30 to 45 days to approve municipality's TID resolution

2. Changes levy limit calculation

- Effective: March 3, 2016
- Changes calculation of levy limit exception – a municipality's equalized value for preceding year excludes the value of any TID increments for the year a TID terminates

3. Restricts industrial zoning

- Effective: March 3, 2016
- TID industrial zoning requirements only apply to industrial TIDs

4. Changes public notice requirement on amendments

- Effective: March 3, 2016
- Changes Planning Commission Hearing Notice from Class 2 to Class 1 for TID amendments

5. Adds one more year to TIDs created between September 30 and May 15

- Effective: March 3, 2016
- Adds one-year life and allocation extension for new TIDs when the municipality adopts the resolution between September 30 and May 15

Act 257

1. Requires standing JRB

- Effective October 1, 2015 for 60.85 Town TIDs and October 1, 2016 for all TIDs
- Must meet July 1 annually or as soon as the annual report is available to review
- Remains in existence the entire time TID exists with same taxing jurisdictions
- May disband following termination of all existing TIDs
- Applies to all TID types, including industry-specific town TIDs and Environmental Remediation TIDs

2. Repeals DOR's review of industry-specific town TIDs

- Effective October 1, 2015 for 60.85 Town TIDs and October 1, 2016 for all TIDs
- Repeals DOR's review and determination whether the money expended, or debt incurred, by an industry-specific town TID complied with state law

3. Requires municipality to electronically submit annual TID Report

- Effective October 1, 2015 for 60.85 Town TIDs and October 1, 2016 for all TIDs
- Municipality must submit an electronic annual report for each existing TID to each overlying taxing jurisdiction. Annual reports are due to DOR starting July 1, 2016 for Town TIDs and July 1, 2017 for all other TIDs. The annual report must contain:
 - » Name assigned to the TID
 - » Developer named in agreement with municipality or receiving financial assistance
 - » Date municipality expects TID to terminate
 - » Tax increment amounts deposited into a special fund for the TID
 - » Contact person designated by municipality to respond to annual report questions
 - » Analysis of TID special fund:
 - Balance at beginning of the year
 - Amounts deposited by source, including amounts received from another TID
 - Special fund's expenditures by category of allowed project costs
 - Balance at end of year, including breakdown by source identifying portion of balance required for payment of anticipated project costs
 - Portion of ending balance not identified for payment of anticipated project costs designated as surplus

4. Requires DOR to develop annual report process

- Effective October 1, 2015 for 60.85 Town TIDs and October 1, 2016 for all TIDs
- Create format of annual reports in 2016
- Post reports no later than 45 days after receipt
- Determine whether to grant an extension if municipality provides evidence report is being completed
- Post on DOR website a list of extensions, period of extension and whether municipality filed annual report within extension period
- Notify municipality annual report is past due if municipality does not timely file
- Charge municipality \$100 each day annual report is past due. Fees will be deposited in common school fund.

II. Tax Incremental District (TID) Details

A. TID Creation

Wisconsin's Tax Incremental Financing (TIF) law regulates the creation of TIDs. The law requires specific documentation and establishes the procedures a municipality must follow to create a new TID. The purpose of the requirements is to make it easy for the public to obtain information and include the public in the decision-making process. The project plan makes the TID information clear to the public. Mandatory notices, a public hearing, and waiting periods ensure the opportunity for public participation. The municipality must also create a Joint Review Board (JRB) to obtain approval from the overlying taxing jurisdiction.

Follow these steps to create a TID under state law (sec. [66.1105](#), Wis. Stats.). The [TID Checklist](#) has additional details.

1. Prepare a proposed project plan describing the TID boundary, projects and costs

(sec. [66.1105\(4\)\(f\)](#), Wis. Stats.)

- Identify the TID boundary which must contain:
 - » Whole parcels
 - » At least 50% of property that meets the specific TID type for municipal TIDs. Town TIDs created under sec. 60.85 Wis. Stats., must contain at least 75% of property that meets the specific TID type. Review the [Resolution Checklist](#) for details.
- Review [Guidelines for Project Plans](#) for a list of all topics that must be covered in the Project Plan
- Projects impacting a TID, but not entirely in the TID's boundary, may have costs that are partly eligible (ex: if a water tower or sewer improvements serve the TID, the part of the total cost benefitting the TID can be paid with increment revenue). The municipality must determine how much of the cost is eligible and identify this cost in the plan.
- Wetlands can be within the TID's designated boundaries, but under state law cannot be included in a TID. To remove wetlands from the TID, include an explanation on the map or in the TID's boundary description stating all wetlands in the area are excluded from the TID. The exclusion of the wetlands must not eliminate the contiguity of the TID.
- When preparing the project plan for a TID creation or territory amendment, DOR recommends involving the municipal and state manufacturing assessors, and the county real property lister
- Town TIDs created under sec. 60.85, Wis. Stats., are limited to specific projects in the general categories of agricultural, forestry, manufacturing or tourism. Review the [Eligible Projects for a Town TID](#) web page for more information.

2. Prepare a notice – indicating when the municipality will hold the public hearing on the proposed project plan, boundaries and creation of the district (sec. [66.1105\(4\)\(e\)](#), Wis. Stats.). The notice:

- Must include the place, date and time of the hearing
 - » For a virtual meeting, include the web link or phone access code, plus contact information for anyone who needs an accommodation or assistance
- Must state that the municipality will provide a copy of the proposed plan on request
- Must include a statement about cash grants, if applicable
- Should include the location of the proposed district

3. If the TID is blighted or rehabilitation/conservation type, identify the affected properties –

notify the owners of property identified as blighted or in need of rehabilitation/conservation at least 15 days before the public hearing (sec. [66.1105\(4\)\(c\)](#), Wis. Stats.)

Note: For town TIDs created under sec. 60.85, Wis. Stats., the municipality must send a notice to all property owners in the TID.

4. Send a copy of the hearing notice to overlying taxing jurisdictions, prior to publication

(sec. [66.1105\(4\)\(a\)](#) and [\(e\)](#), Wis. Stats.)

- Town TIDs created under sec. 60.85, Wis. Stats. – send the public hearing notice by first class mail
- All other TIDs – mail or email the public hearing notice
- Request that the taxing jurisdictions designate a representative to serve on the Joint Review Board (JRB)
- Overlying taxing jurisdictions – include any governmental entity with the power to levy taxes on property located within the proposed TID boundaries (ex: county, school district(s), technical college district and any special taxing jurisdictions)
- Special taxing jurisdictions – are metropolitan sewer districts, sanitary districts or lake rehabilitation/protection districts
- Municipality must notify any affected special districts of the public hearing, but these special districts do not have a representative on the JRB

5. Publish two notices for the public hearing – the first notice 14 days before the meeting and the second, seven days before, following Wis. Stats. Chapter [985](#) (sec. [66.1105\(4\)\(e\)](#), and [66.1105\(5\)\(d\)](#), Wis. Stats.)

Notices must be published properly. Before publishing, verify the notice:

- Includes the place, date and time of the hearing
- States that the municipality will provide a copy of the project plan on request
- Includes a statement about cash grants, if applicable
- Includes the location of the proposed district
- Review the [TIF Public Notices](#) web page for sample notices and additional information

6. Convene a JRB and publish a meeting notice – at least five days before the first JRB meeting (secs. [66.1105\(4m\)\(a\)](#) and [66.1105\(4m\)\(e\)](#), Wis. Stats.)

- School district, county, technical college district and the municipality each appoints a member of the JRB
- JRB also includes a public member appointed by the other members
- **First meeting** – JRB must hold its first meeting within 14 days of the hearing notice publication, but before the public hearing. The representatives select the chairperson and public member at the first meeting.
- JRB must continue while any TID with the same taxing jurisdictions exists in the municipality (sec. [66.1105\(4m\)\(a\)](#), Wis. Stats.)
- Review [Joint Review Board](#) for more information on JRB representatives

Note: For a town TID created under sec. [60.85](#), Wis. Stats., the town must convene a JRB, however, a meeting notice is not required.

7. Hold a public hearing (sec. [66.1105\(4\)\(a\)](#), [\(e\)](#) and [\(f\)](#), Wis. Stats.)

- Planning Commission (or the municipality's Development or Redevelopment Authority) conducts a hearing on the proposed TID boundaries and project plan
- These topics can be discussed in the same meeting or separate meetings
- The meeting gives residents an opportunity to express their views

8. Adopt a Planning Commission resolution (sec. [66.1105\(4\)\(b\)](#) and [66.1105\(4\)\(d\)](#), Wis. Stats.)

The meeting to adopt the resolution can immediately follow the public hearing. The Planning Commission adopts a resolution that covers these items:

- Boundaries of the TID
- Approval of the TID's project plan
- After adoption, the Planning Commission submits its approval to the local legislative body

9. Approve the plan; adopt a municipal resolution (secs. [66.1105 \(4\)\(g\)](#), [\(gm\)](#), [\(i\)](#) and [60.85\(3\)\(h\)](#), Wis. Stats.)

- Municipal legislative body approves the project plan and adopts the creation resolution
- Municipality must wait at least 14 days after the public hearing (30 days for a town TID created under sec. 60.85, Wis. Stats.) to adopt a creation resolution
- Boundaries adopted by the municipal legislative body are the final boundaries and do not have to match those adopted by the Planning Commission
- Project plan must be adopted before (or when) the TID is created
- Review the [Resolution Checklist](#) for details on required wording in the municipal resolution
- After the municipality adopts the project plan and creates the district, it forwards the documents to the JRB

TID's official creation date is the date the municipality adopts the creation resolution. Creation date determines:

- Start date for the TID maximum life and when expenditures (other than planning) begin and end
 - » **Note:** In 2015, [Act 256](#) (effective March 3, 2016) added one year of life for new TIDs when the municipality adopts the resolution between September 30 and May 15
- Valuation date
 - » When the municipality adopts the creation resolution by September 30, the valuation date is January 1 of the same year
 - » When the municipality adopts the creation resolution after September 30, the valuation date is January 1 of the next year
- When the creation documents are due to DOR
- Review the [TID Creation Timeframes](#) table for more information

10. Approve the proposal; adopt a JRB resolution (sec. [66.1105\(4m\)\(b\)](#) and [\(c\)](#), Wis. Stats.)

- JRB reviews the public record, planning documents and the municipal resolution
- JRB must approve or deny the TID within:
 - » 45 days after receiving the creation resolution for a municipal TID created under sec. 60.23(32) or 66.1105, Wis. Stats.
 - » 10-45 days after receiving the creation resolution for a town TID created under sec. 60.85, Wis. Stats.
- The JRB may hold additional public hearings
- JRB's decision to approve or deny the proposal must be based on three criteria – whether the:
 - » Expected development would occur without using TIF
 - » Economic benefits are sufficient to compensate for the cost of improvements
 - » Benefits outweigh the anticipated tax increments to be paid by property owners in overlying districts
- JRB resolution must confirm the proposal meets these criteria. Review [Joint Review Board](#) for more information.
- For TIDs with a municipal creation resolution adopted on/after October 1, 2024, the JRB resolution must state the year the JRB expects the TID to terminate
- Majority of the JRB must approve the TID or it cannot be created
 - » The JRB must submit its decision to the municipality within seven days of making the decision
 - » If the JRB rejects the proposal, the JRB must provide a written explanation to the municipality

11. Notify DOR – municipal clerk should email tif@wisconsin.gov to notify DOR of the creation resolution within 60 days of JRB approval

12. Email the required documents (sec. [66.1105\(5\)\(b\)](#) and (c), Wis. Stats.)

After the municipality and the JRB approve the TID, the municipal clerk must provide all the required documents to DOR by:

- October 31 – for a municipal TID created under sec. 60.23(32) or 66.1105, Wis. Stats.
- December 31 – for a town TID created under sec. 60.85, Wis. Stats.

Required documents are described in the [TID Checklist](#):

- Legal documents (including required form)
- Map and boundary description
 - » Parcel identification numbers (or tax key numbers) must match assessment roll
 - » Parcel numbers on the map and value forms must match
- Project plan with attorney opinion letter
- Value forms with clerk and assessor declarations

The municipal resolution adoption date determines the creation year. For more details on relevant creation dates, review the [TID Creation Timeframes table](#). Review the [Municipal TID creation](#) or [Town TID creation](#) web page for required forms, publications, and more detailed information.

13. Pay DOR the one-time TID creation fee of \$1,000 – through [My Tax Account](#) by October 31 (sec. [66.1105\(5\)\(a\)](#), Wis. Stats.)

14. DOR reviews and certifies (sec. [66.1105\(5\)\(b\)](#) and [66.1105\(5\)\(d\)](#), Wis. Stats.)

DOR verifies the above steps were followed before certifying the TID base value. DOR determines the full value of the taxable property within the district and emails a certification letter to the municipal clerk with the approved base value.

15. Identify the property on the assessment roll (sec. [66.1105\(5\)\(f\)](#), Wis. Stats.)

The municipal assessor must identify property within a TID on the assessment roll. The clerk verifies the TID number is added to the property on the tax roll. Review the [TID Creation Timeframes table](#) to determine on which year's tax roll to include the TID number. The municipality must also notify the county real property lister about a TID creation.

B. TID Amendments

After a TID is created, the municipality may amend the TID.

1. Adopting a TID amendment

The process for adopting a TID amendment is similar to the process for creating the TID; however, there are two important differences. (sec. [66.1105\(4\)\(h\)1.](#), Wis. Stats.)

- Amendments require one notice (creations require two notices) prior to the public hearing
- There is no waiting period prior to the municipal resolution (creations require 14-30 days). The municipality may adopt the resolution any time after receiving the resolution from the Planning Commission.

Amendment notice must state:

- Amendment description, including purpose of the amendment, proposed projects and costs
- Place, time and date of the hearing
 - » For a virtual meeting, include the web link or phone access code, plus contact information for anyone who needs assistance
- That copies of the project plan are available on request
- If applicable, that cash grants are part of the costs

- Review the [TIF Public Notices](#) web page for sample notices and additional information

Review the [TID Checklist](#) for details on the steps and documents required for each amendment type. For each amendment, the municipality must create an updated project plan detailing the changes.

2. TID amendment types

a. Territory amendment (sec. [66.1105\(4\)\(h\)2](#), Wis. Stats.)

A municipality may revise the boundaries of a TID to add or remove property up to four times during the TID's life.

After DOR certifies a territory amendment, the municipal assessor must add or remove the TID number on the affected property on the assessment roll. The clerk must verify the TID number is added to or removed from the property correctly. The municipality must notify the county real property lister about any property added to or subtracted from the TID.

1) Adding parcels

Parcels can only be added if:

- Additional territory is contiguous to the TID
- Municipality's equalized TIF value limit is below:
 - » 12% for cities or villages
 - » 7% or 5% for towns
 - » For more information review [TIF - Value Limit Common Questions](#)

Note: A town with a TID created under sec. 60.85, Wis. Stats., can only add territory once during the TID's first five years and cannot subtract territory.

See the [TID Checklist](#) for required documents:

- Legal documents (including required form)
- Map and boundary description
 - » Map must identify added parcels but still show the entire TID boundary
 - » Parcel identification numbers (or tax key numbers) must match assessment roll
 - » Parcel numbers on the map and value forms must match
 - » Legal description must describe the full TID boundary updated to include the additional territory
- Project plan with attorney opinion letter
- [TID Base Value Workbook](#) – only list the parcels that are being added to the TID
 - » When the municipality adopts the amendment resolution by September 30, the valuation date is January 1 of the same year
 - » When the municipality adopts the amendment resolution after September 30, the valuation date is January 1 of the next year

Review the [Territory Amendment \(adding parcels\)](#) web page for required forms, publications, and more detailed information.

2) Subtracting parcels

- The process for subtracting territory parallels the process for adding territory, except the subtracted values are based on the year the property entered the TID
- Parcels can only be subtracted if the TID boundaries remain contiguous after the subtraction
- Municipalities exceeding the value limit can subtract parcels
- Municipality must adopt the amendment resolution by September 30 for the TID property to be removed from the next year's tax roll

See the [TID Checklist](#) for required documents:

- Legal documents (including required form)
- Map and boundary description
 - » Map must identify subtracted parcels but still show the entire TID boundary
 - » Parcel numbers on the map and value forms must match
 - » Legal description must describe the full TID boundary updated after the removal of the subtracted parcels
- Project plan with attorney opinion letter
- [TID Territory Subtraction Workbook](#) – list subtracted parcels and personal property with the value based on the year the property entered the TID

Review the [Territory Amendment \(subtracting parcels\)](#) web page for required forms, publications, and more detailed information.

3) Adding and subtracting parcels

- A municipality can add and subtract territory at the same time
- The process and requirements are the same as separate addition and subtraction amendments; however, territory is both added and subtracted in the same amendment
- An amendment adding and subtracting property at the same time is considered one amendment toward the limit of four
- A municipality may not subtract parcels and add them back into the TID in the same year

Parcels can only be added and subtracted if:

- TID boundaries remain contiguous after the addition and subtraction
- Value limit is met because, either the municipality is:
 - » Below the 12% value limit and remains below the limit after the addition and subtraction amendment
 - » Above the 12% limit, but the combined value of the addition and subtraction amendments results in a negative value

Note: The added property uses the current value and subtracted property uses the value from the year they entered the TID.

See the [TID Checklist](#) for required documents:

- Legal documents (including required form)
- Map and boundary description
 - » Map must identify added and subtracted parcels but still show the entire TID boundary
 - » Parcel identification numbers (or tax key numbers) must reflect assessment roll
 - » Parcel numbers on the map and value forms must match
 - » Legal description must describe the full TID boundary updated with the additional territory and without the subtracted territory
- Project plan with attorney opinion letter
- [TID Base Value Workbook](#) – only list the property being added to the TID
 - » When the municipality adopts the amendment resolution by September 30, the valuation date is January 1 of the same year
 - » When the municipality adopts the amendment resolution after September 30, the valuation date is January 1 of the next year
- [TID Territory Subtraction Workbook](#) – list subtracted property and value based on the year the property entered the TID

See the [Territory Amendment \(adding parcels\)](#) and [Territory Amendment \(subtracting parcels\)](#) for required forms, publications, and more detailed information.

b. Project plan amendment

A municipality may amend the project plan to revise any of the topics covered in the most recently approved project plan. The amended TID project plan must still cover the topics outlined in the [Guidelines for Project Plans](#).

Generally, the municipality changes the projects and their costs. The municipality may need additional improvements in a TID to generate the desired growth or a TID may generate enough funds to finance additional projects. If the municipality adds project costs, it must update the plan's financial analysis. The increment must still be able to pay for the improvements within the life of the district. A project plan amendment does not alter the expenditure period or the TID maximum life.

There is no limit on the number of project plan amendments during a TID's life.

See the [TID Checklist](#) for required documents:

- Legal documents (including required form)
- Project plan with attorney opinion letter

Review the [Project Plan and/or Allocation Amendments](#) for required forms, publications, and more detailed information.

c. Allocation amendment (sec. 66.1105(6)(d), Wis. Stats.)

An allocation amendment allows the municipality to redirect revenue from one TID (called the "Donor TID") to another TID (called the "Recipient TID"). This may be advantageous when one TID is generating more revenue than expected and another is performing below expectations.

Before an allocation amendment is adopted, the JRB members and the public must understand that it will direct more revenue to the municipality's TIF fund. The increment revenue transferred from the donor TID to another TID postpones the date the donor TID can fully pay its costs and be terminated. This delays when the value increment is available to the overlying taxing jurisdictions.

Allocation amendment requires:

- Donor and Recipient TIDs have the same overlying taxing jurisdictions
- Donor TID demonstrates the current increment is sufficient to pay off all costs and provide enough surplus revenue to pay some of the costs for the recipient TID
- Resolutions adopted by the Planning Commission and the legislative body state specifically from which TID the increments are coming and to which TID the surplus is going

See the [TID Checklist](#) for required documents:

- Legal documents (including required form)
- Project plan with attorney opinion letter

Allocations are only allowed in specific scenarios, which are outlined in the [TID Allocation Amendment Types](#). Review the [Project Plan and/or Allocation Amendments](#) web page for required forms, publications, and more detailed information.

d. Base value redetermination amendment (sec. 66.1105(5)(h) and (i), Wis. Stats.)

A municipality can request a base value redetermination for a TID in a decrement situation if:

- TID's current year equalized value (review the [TID Statement of Changes Report](#)) is at least 10% below the base value of the TID for two consecutive years (decrement) (sec. 66.1105(2)(aj), Wis. Stats.)
 - » Municipality's resolution date for the redetermination amendment determines the two consecutive years
 - The two most current years based on the date of the resolution are used
 - » Example: a municipal resolution adopted May 21, 2026, must show that both the 2025 and 2024 values are 10% below the TID's base value

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- TID was created under state law sec. [66.1105](#), Wis. Stats.
- TID had no previous redetermination. Only one redetermination amendment is allowed during a TID's life.

Complete the [TID Base Redetermination Worksheet](#) to confirm the TID qualifies. The municipality must adopt the amendment resolution by September 30 for the value change to be effective the next tax year.

See the [TID Checklist](#) for required documents:

- Legal documents (including required form)
- Project plan with attorney opinion letter
- [TID Base Redetermination Worksheet](#) showing the TID meets the decrement criteria

Review the [Base Value Redetermination](#) web page for required forms, publications, and more detailed information.

e. Distressed/severely distressed amendment (sec. [66.1105\(4e\)](#), Wis. Stats.)

From 2008 through 2015, a municipality could extend the life of a TID experiencing financial difficulty by adopting a resolution designating the TID as distressed or severely distressed. This allowed the TID additional time to pay off expenditures. The ability to use this designation ended on September 30, 2015. For more information, review the [TIF Distressed/Severely Distressed](#) web page.

f. Amendment fees and due dates (sec. [66.1105\(5\)\(a\)](#) and [\(b\)](#), Wis. Stats.)

Municipalities must pay DOR an amendment fee using [My Tax Account](#) for each territory (add, subtract or both) or redetermination amendment. There is no fee for project plan or allocation amendments.

Amendment Type	DOR Fee	Documents Due Date
Territory – Add parcels	\$1,000	October 31
Territory – Subtract parcels	\$1,000	October 31
Territory – Add and Subtract	\$2,000	October 31
Project plan	0	December 31
Allocation	0	December 31
Base value redetermination	\$1,000	October 31

C. TID Extensions

After a TID is created, the municipality may extend the TID's life in several ways. There is no fee for a TID extension. Review the [Extensions](#) web page for sample resolutions and more detailed information.

Extension types:

1) Affordable housing extension (sec. [66.1105\(6\)\(g\)](#), Wis. Stats.)

After a municipality pays off a TID's project costs, it may extend that TID's life by one year if the municipality adopts a resolution that:

- Extends the TID's life for a specified number of months (up to 12)
- Specifies how the municipality intends to improve housing stock

The municipality must use at least 75% of the increment received to benefit affordable housing. The municipality must also use the remaining portion to improve housing. The municipality must email a copy of the municipal resolution to tif@wisconsin.gov. DOR will then extend the TID's life allowing the municipality to use the tax increment from the TID's final year for affordable housing as described in the approved resolution.

2) Standard extension (secs. [66.1105\(7\)\(am\)1.](#), [2.](#), and [3.](#), Wis. Stats.)

A municipality may extend a TID's maximum life through a request to the JRB. If the municipality provides an independent audit showing the TID cannot repay project costs within the maximum life, the JRB must approve the extension. Without an independent audit, it is at the discretion of the JRB whether to grant the extension.

The length of the standard extension varies based on the TID type and creation date. Not all TID types are eligible for the standard extension. For details on extension eligibility by TID type, review the row titled "Standard extension allowed" in the [TID Criteria Matrix](#).

The municipality must email a copy of the JRB resolution to tif@wisconsin.gov. DOR will then approve the request and extend the TID's maximum life based on the TID type.

3) Technical college extension (sec. [66.1105\(7\)\(am\)4.](#), Wis. Stats.)

A municipality may extend a TID's maximum life by three years if [2013 Wisconsin Act 145](#) negatively affected the annual and total increment amounts. This act increased state aid to technical colleges and in some cases, decreased the tax levied and tax increment collected for the TID. This extension only applies to TIDs with a municipal resolution adopted by September 30, 2014. If the municipality provides an independent audit showing the TID cannot repay project costs within maximum life, the JRB must approve the extension. Without an independent audit, it is at the discretion of the JRB whether to grant the extension.

The municipality must email a copy of the JRB resolution to tif@wisconsin.gov. DOR will then approve the request and extend the TID's maximum life by three years.

Note: If a TID is eligible for both the standard and technical college extensions, the municipality can choose which type to request. The municipality may request both extensions at the same time or one at a time. When both extensions are approved at the same time, DOR totals the length for each extension and adds the combined years to the TID's maximum life.

D. TID Maintenance

After a TID is created, municipal officials must maintain the TID in good standing with DOR and the overlying taxing jurisdictions that partnered to create the TID.

1. Annual filings with DOR

a. Administrative fee (sec. [66.1105\(6\)\(ae\)](#), Wis. Stats.)

Each municipality must pay a fee of \$150 for each active TID by April 15. During the first week of March, DOR sends each municipality a notification letter through [My Tax Account](#) (MTA) listing the active TIDs and the total amount due from the municipality. The municipality must pay the fee through MTA. If the municipality does not pay the fee, DOR will not certify a value increment for that year.

Effective January 1, 2018, the administrative fee deadline changed from May 15 to April 15 with [2017 Act 15](#).

b. Municipal Assessment Report (MAR) (sec. [66.1105\(6\)\(a\)](#), Wis. Stats.)

On the MAR, the assessor identifies the current assessed value and construction/demolition values for each TID in the municipality. Assessors must electronically file (e-file) the MAR using [MyDORGov](#) by the second Monday in June. If final data is not available, the assessor must submit a best estimate. If the assessor does not file the MAR timely, DOR will use the previous years' non-manufacturing certified TID equalized value. As a result, any value increase will not be reflected in the value increment and the municipality does not receive the associated tax increment funds.

c. Annual reports (sec. [66.1105\(6m\)\(c\)](#), Wis. Stats.)

The municipality must complete an annual report ([Form PE-300](#)) for each TID describing the expenditures and revenues. By July 1 each year, the municipality must e-file this report using [MyDORGov](#). DOR posts the reports the

day after submission. See the DOR website to review the submitted [annual reports](#).

By law, DOR must charge a penalty for any report that is not filed within 60 days after the July 1 due date. The penalty is \$100 per TID per day, after the 60-day grace period.

By July 1 or when the report is available, the municipality must provide a copy to the overlying taxing jurisdictions and hold a Joint Review Board to review the report. (sec. [66.1105\(4m\)\(f\)](#), Wis. Stats.)

d. Tax Incremental Worksheet ([Form PC-202](#))

The municipality must complete this form by the third Monday in December to calculate the amount added to the levy including the tax increment. The municipality must e-file this report using [MyDORGov](#) before calculating the tax rates. DOR posts the [Tax Increment Worksheet](#) annually in June for the prior year.

2. Periodic TID audits (sec. [66.1105\(6m\)\(a\)](#) and [\(b\)](#), Wis. Stats.)

At least three Certified Public Accountant (CPA) audits are required for each TID. The CPA must determine if the TID financial transactions are legal and comply with the project plan and TIF law. The cost of performing these audits is an eligible TIF project cost. Including the cost as part of the original project plan is advisable. The municipality must save a copy of each audit in its TID records.

Each audit is due within 12 months of:

- When the first 30% of the project costs are spent
 - » This audit may occur at different times for different TIDs depending on when project costs occur (ex: for a TID with \$1 million in total project costs, conduct the audit after the year spending reaches \$300,000, regardless of how much was spent that year or the age of the TID.)
 - » Include the revenues and expenditures from the TID creation through the year of the audit
 - » If the municipality adds projects as part of an approved project plan amendment, it must repeat the audit when the TID reaches 30% of the amended project costs
- End of the expenditure period
 - » Address the revenues and expenditures from the TID creation through the year of the audit
 - » The TID account may be in debt at this point because the tax increment revenue collected is less than the total expenditures for the TID
 - » Terminate the TID if increment revenue is greater than or equal to the total project costs
- Termination
 - » Accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions
 - » Review [TIF Termination](#) for more information

3. TID records

Every municipality with a TID must retain all records related to the TID including:

- Annual reports – reports, JRB meeting notices and minutes
- Annual values – documentation of each year's current and increment values
- Audit reports – completed by a Certified Public Accountant after 30% of project expenditures are made, after the end of the expenditure period and after termination
- Creation – project plan, legal documents, value forms, boundary legal description and map, DOR certification letter, developer agreement, if applicable
- Extension – adopted resolution, meeting notice and minutes, DOR approval letter
- Project plan and/or allocation amendment – project plan, legal documents, DOR approval letter, developer agreement, if applicable
- Redetermination amendment – project plan, legal documents, decrement form, DOR redetermination letter
- Termination – adopted resolution, TID Final Accounting Submission Date Agreement ([Form PE-223](#)), final audit, Final Accounting Report ([Form PE-110](#))

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- Territory amendment – project plan, legal documents, value forms, boundary legal description and map, DOR recertification letter, developer agreement, if applicable

4. Optional – Act 12 Personal Property Adjustment Request (secs. [60.85\(5\)\(j\)](#), [66.1105\(5\)\(j\)](#) and [66.1106\(4\)\(e\)](#), Wis. Stats.)

Under [2023 WI Act 12](#), personal property is exempt from taxation, effective January 1, 2024. A municipality may request DOR reduce a TID's base value by the amount of exempt personal property.

- The municipality must review the TID's creation or territory addition documents to identify personal property in the TID's base value
- Complete the [Personal Property Removal Workbook](#) if any personal property is exempt
- When the municipality submits the required forms by October 31, DOR will review and adjust the base value for the following tax year
- This is a one-time request
- The removal workbook is not required if the TID does not include personal property in the base value
- Review the [TIF Base Value Adjustment Request Due to Personal Property Exemption](#) web page for more information

E. TID Termination

Municipalities must terminate TIDs according to deadlines established by law. Review [TID Options Near Maximum Life](#), for choices a municipality has when a TID approaches its maximum life.

Follow these steps to terminate a TID:

1. Adopt a termination resolution

- A municipality must adopt a termination resolution when either of these occur:
 - » TID reached its maximum life
 - » TID received tax increment payments that equal the project costs
- A municipality may also choose to terminate the TID for some other reason

TID Maximum Life	
TID Type	Max Life
Any type created before October 1, 1995	27 years
Blighted/Rehabilitation after October 1, 1995	27 years*
Industrial after October 1, 1995; before October 1, 2004	23 years*
Industrial or Mixed-use on or after October 1, 2004	20 years*
Environmental Remediation before November 29, 2017	23 years
Environmental Remediation on or after November 29, 2017	27 years*
Town TID created under sec. 60.85, Wis. Stats.	16 years
*Maximum life may be extended. Review TID Extensions for details.	

Review the [Municipal TIF Termination](#) web page for a sample termination resolution.

- If the municipality adopts the termination resolution and notifies DOR by April 15 of any year, the effective date of termination is the current year
- If the municipality adopts the resolution between April 16 and December 31, the effective date is the following year
- For more details on the termination effective date, review sec. [66.1105\(8\)\(b\)](#), Wis. Stats.
- Review [TID Termination Timeframes](#) table for additional information

2. Complete Form PE-223 and email documents to DOR (sec. [66.1105\(8\)\(a\)](#), Wis. Stats.)

Within 60 days of adopting the termination resolution or by April 15, whichever is sooner, the municipal clerk must email tif@wisconsin.gov:

- Termination resolution
- Completed Final Accounting Submission Date Agreement ([Form PE-223](#))

DOR recommends the municipality also notify its municipal assessor, county property lister, and overlying taxing jurisdictions.

3. Complete the TID Final Audit (sec. [66.1105\(6m\)\(b\)](#), Wis. Stats.)

Municipality must:

- Have a Certified Public Accountant (CPA) complete the final audit for all revenue and expenditures during the TID life
- Save a copy of the audit in its TID records and does not need to submit a copy to DOR

4. E-file the TID Final Accounting Report (PE-110) (sec. [66.1105\(8\)\(c\)](#), Wis. Stats.)

- Before the termination is final, the municipality must electronically file (e-file) the Final TID Accounting Report ([Form PE-110](#)) using [MyDORGov](#)
- TID Final Accounting Report ([Form PE-110](#)) is due to DOR based on the date agreed upon between the municipality and DOR on the Final Accounting Submission Date Agreement ([Form PE-223](#))
- TID Final Account Report ([Form PE-110](#)) includes total expenditures and revenue during the TID life based on the final audit

If a municipality does not e-file this report within the specified timeframe, it will delay the certification of future TIDs. For more details on termination reporting, review sec. [66.1105\(8\)\(c\)](#), Wis. Stats.

Final Accounting Report must show either:

- Increment revenue paid all project costs and the TID account has a surplus. The municipality must return the excess increments to the overlying taxing jurisdictions in proportion to the amounts that belong to each taxing jurisdiction.
- Increment revenue did not cover the project costs and the TID account has a deficit. The municipality is responsible for paying the remaining debt.

The final TID account balance must be zero either after the surplus is distributed or after the municipality pays the remaining debt.

III. Joint Review Board (JRB)

A. JRB Purpose

State law requires a JRB to oversee each Tax Incremental District (TID). State law defines its members and responsibilities. JRB members represent a taxing jurisdiction (municipality, county, school, technical college). It is the JRB's responsibility to approve or deny the creation or amendment of a TID. When the JRB approves a TID, it agrees the development needs Tax Incremental Financing (TIF) to proceed. The JRB jurisdictions agree to sacrifice some amount of tax revenue for years into the future expecting the tax base will ultimately increase.

B. JRB Members

The JRB consists of one representative from each taxation jurisdiction (school district, technical college, county, municipality), and one public member.

District representatives

- **School** – the school board president, or their designee with preference to the school district's finance director. If the TID is located in a union high school district, the school seat is shared by the union high school representative and school district representative; each having one-half vote.
- **Technical college** – the technical college district director, or their designee with preference to the district's chief financial officer
- **County** – the county executive or the county board chairperson, or this person's designee with preference to the county treasurer
- **City/village/town** – the mayor or city manager, the village board president, town board chairperson or their designee with preference to the person who administers the economic development programs, the municipal treasurer or another person with knowledge of local government finances
- **Public member** – a majority of the other members chooses the public member at the JRB's first meeting. State law has no requirements for the public member. A public member can be appointed as chairperson. For a multijurisdictional TID, each participating municipality may appoint one public member.

If more than one school, union high school, technical college or county district has the power to levy taxes on the property within the TID, the district with the greatest **value** chooses the representative to the JRB.

Examples:

- School District "A" serves 75% of the area in the TID, but only has 40% of the TID value. School District "B" serves 25% of the area in the TID but has 60% of the TID value. District "B" chooses the JRB member.
- In the case of a territory amendment, if adding property from one county to an existing TID in a different county, the county with the majority value chooses the JRB member. The calculation to determine majority value is the existing base value plus the additional parcels' current value.

C. JRB Procedures

1. Organize the JRB

- When creating a TID, the municipality must send the overlying taxing districts a copy of the public hearing notice before the notice is published and request a representative serve on the JRB
 - » Town TIDs created under sec. 60.85, Wis. Stats. – send public hearing notice by first class mail
 - » All other TIDs – mail or email public hearing notice
- Within 14 days after the public hearing notice is published and before the public hearing, all JRB members must be appointed and the first organizational meeting held. At the organizational meeting, the members must select a public member and chairperson by majority vote. They may also review details of the TID proposal. **Note:** For any TID amendment, state law requires an initial JRB meeting before the public hearing
- Any JRB member may request additional JRB meetings or public hearings
- Municipal staff must take minutes and record votes. The municipality must keep the minutes in the TID records.
- The municipality must publish a notice for any JRB meeting at least five days before the meeting, under state law (ch. 985 and sec. 66.1105(4m)(e), Wis. Stats.). This does not apply to town TIDs created under sec. 60.85, Wis. Stats. or Environmental Remediation TIDs created under sec. 66.1106, Wis. Stats.

2. Approve or deny the resolution

- After receiving the municipal resolution, the JRB must meet again to vote on the resolution:
 - » **Within 45 days** – City/Village TIDs created under sec. 66.1105, Wis. Stats.
 - » **Between 10 days and 45 days** – Town TIDs created under sec. 60.85, Wis. Stats. or Environmental Remediation TIDs created under sec. 66.1106, Wis. Stats.
- The JRB adopts its own resolution to document its decision based on the three criteria required in state law

- If the TID's base year is 2025 or later, the JRB must state the year it expects the TID to terminate (sec. [66.1105\(4m\)\(b\)2m](#), Wis. Stats.) in the resolution. When determining the expected termination year, the JRB could consider:
 - » The TID's maximum life as described in state law
 - » When the TID's project costs (and any debt) will be paid
 - » How the April 15 deadline affects the effective termination year. When the municipality adopts a termination resolution:
 - Before April 15 – termination is effective the current calendar year
 - After April 15 – termination is effective the following calendar year

3. Respond to municipality

- JRB must respond to municipal officials within seven days of its decision
- If the JRB rejects a resolution, the JRB must explain in writing why the proposal did not meet the decision criteria

D. JRB Document Review

The municipality must provide the JRB with specific information under state law (secs. [66.1105\(4\)\(i\)](#) and [60.85\(3\)\(k\)](#), Wis. Stats.). JRB members may request missing or additional information.

1. Required information the municipality must provide

- Specific projects and costs, including the amounts expected to be paid by tax increments and the estimated tax increments over the life of the TID
- Value increment after project costs are paid and the TID terminates
- Reasons why the property owners benefitting from the improvements within the TID should not pay the project costs
- Share of the projected tax increments estimated to be paid by the property owners in each of the overlying taxing jurisdictions
- Benefits the taxpayers will receive to compensate for their share of the projected tax increments

2. Additional information the JRB must review (sec. [66.1105\(4m\)\(b\)1](#), Wis. Stats.)

- **Public records** – copies of the public hearing minutes and notices
- **Planning documents** – copies of the project plan and signed development agreement, if applicable
- **Resolutions** – copies of the Planning Commission and municipal resolutions

3. Additional information the JRB may request

- **Economic feasibility study** – detailing the projected tax increments and estimates of increased property values
- **For multijurisdictional TIDs** – copy of the signed intergovernmental agreement created under state law (sec. [66.0301](#), Wis. Stats.). The agreement must provide the specific information listed in sec. [66.1105\(18\)\(b\)](#), Wis. Stats.

E. JRB Decision Criteria

The JRB must make a decision based on the documents and information provided by the municipality and three criteria found in state law (secs. [66.1105\(4m\)\(c\)](#), [66.1106\(3\)\(c\)](#), and [60.85\(4\)\(c\)](#), Wis. Stats.). The JRB must determine whether the:

1. Development expected in the TID would occur without the use of TIF ("but for" requirement)
2. Economic benefits of the TID, as measured by increased employment, business and personal income and property value, are sufficient to compensate for the cost of the improvements
3. Benefits of the proposal outweigh the anticipated tax increments to be paid by the property owners in the overlying taxing jurisdictions

Each criterion is important to ensure the TIF project is beneficial for all taxpayers in the overlying taxing jurisdictions. Many consider the first criterion, the "but for" requirement, the most important. "But for" gets its name from the phrase, "This development would not happen but for the financial support of TIF." This means the project is not economically viable without the use of TIF to pay for the infrastructure improvements. Review [But for Requirement](#) for more information.

Questions to consider

1. Would the expected development occur without ("but for") the use of TIF? Would the development occur if the project was scaled back or the timeframe pushed out? Did similar projects proceed without the use of TIF?
2. Will the development's economic benefits measured by increased employment, business and personal income and property value, compensate for the cost of the improvements?
3. Do the benefits outweigh the taxes residents of overlying districts are expected to pay?
4. How does the planned development fit into the overall economic picture in the district? How does the development fit with other development in the district? Will the potential businesses benefit the district in the long term? How many and what type of jobs will this development create?
5. How does the TID benefit taxpayers in my district? Is the total expenditure for eligible project costs feasible?
6. Is there a better use for the development site, the tax revenue and the limited TIF capacity?
7. What is the general opinion of my district's residents on this TID?
8. How will the planned development affect the demand for services in my district? Consider items such as: increased population, traffic impact, fire and police protection, emergency medical services, water, sewer, administrative services, increased student population, demand for training or housing.
9. Is the developer receiving a subsidy, such as a cash grant, incentive or forgivable loan? If so, how was the need and benefit analyzed? Is there a written developer's agreement? Was the public informed of the developer's subsidy in the published hearing notice?
10. What guarantees are in place to ensure the development will occur as anticipated and the property value will increase as expected?

F. DOR Review Procedure

Under state law (sec. [66.1105\(4m\)\(b\)4](#), Wis. Stats.), the JRB may request DOR review the facts contained in the documents listed in [Additional information the JRB must review](#).

1. To request a DOR review

- Majority of the JRB members must support the request
- JRB must submit a written request to DOR and must specify which fact or item the members believe is inaccurate or incomplete
- Review [JRB Request for DOR Review](#) for more information

2. DOR review

- Within 10 working days of receiving a request for review that complies with the filing requirements, DOR will investigate the issues raised and send a written response to the JRB
- If DOR determines the information does not comply with state law or contains a factual inaccuracy, the JRB may request (but may not require) that the municipality correct and resubmit the proposal for review
 - » **If the municipality resubmits the proposal** – the JRB must vote to approve or reject based on the criteria in state law. The JRB must submit its decision to the municipality within 10 working days after receiving the resubmitted proposal.
 - » **If the municipality does not resubmit the proposal** – the TID is not certified

- If DOR does not identify any factual inaccuracies, the JRB must vote to approve or reject as otherwise specified in state law. The JRB must submit its decision to the municipality within 10 working days of receiving DOR's written response.

G. After the JRB approves a TID

- Municipality sends DOR a request to certify the TID and includes all the required documents. If DOR determines procedures were followed, DOR will email the municipality a certification letter.
- While the TID is active, the JRB must meet yearly to review the annual performance and status of the TID based on the annual report (secs. [60.85\(4\)\(d\)](#), [66.1105\(4m\)\(f\)](#) and [66.1106\(3\)\(e\)](#), Wis. Stats.)

IV. Wisconsin Department of Revenue Responsibilities

A. Statutory Responsibilities

The Wisconsin Department of Revenue (DOR) has multiple responsibilities assigned by state law in administering Tax Incremental Districts (TIDs). These duties, include:

1. Determine property values

Establishing the equalized value of property throughout the state is one of DOR's primary responsibilities. Equalized value is an estimate of the total value subject to property tax in a district. DOR calculates the equalized value independently of the value estimate by the local assessor. DOR uses equalized values to calculate a TID's base value when it is created and to adjust the base value due to a territory addition or subtraction. For more details on determining a Tax Incremental Base, review sec. [66.1105\(2\)\(j\)](#), Wis. Stats.

When certifying a new TID, state law requires DOR to use the equalized values as of the creation year. Based on the documents provided by the municipality, DOR determines the total equalized value of the taxable property in the TID. This valuation sets the district's tax incremental base. DOR provides the municipal clerk the certification letter with the base value. For more details on TID base certification, review sec. [66.1105\(5\)\(b\)](#), Wis. Stats.

For a territory amendment, DOR revises the base value according to the value of the territory added or subtracted. When adding territory, DOR uses the equalized values as of the amendment year. When subtracting territory, DOR uses the equalized values from the year the property was added to the TID.

DOR also uses equalized values to establish the TID's current value and increment value in each subsequent year. For more information on establishing a value Increment, review sec. [66.1105\(2\)\(m\)](#), Wis. Stats.

State law limits municipalities' use of TIF based on the equalized value. The equalized value of taxable property of the new or amended district, plus the value increment of all existing districts cannot exceed 12% of the total equalized value of taxable property in the municipality. This is called the "12% value limit." DOR posts the [TIF Value Limit Report](#) yearly showing the existing limit calculation for each municipality based on existing TID's value increment and municipal equalized value. Before adopting a resolution to create or add to a district, the local legislative body must calculate the limit percentage using the new or amended TID's value plus the most recently reported equalized value increment and municipal value.

For more details on the 12% value limit, review sec. [66.1105\(4\)\(gm\)4.c.](#), Wis. Stats.

Note: Town TIDs created under sec. 60.85, Wis. Stats., have a 5% or 7% limit. For details, review the [TIF Value Limit Report](#) or [Value Limit](#) common questions.

2. Approve TID actions

DOR reviews all TID creation and amendment documents to confirm the municipality followed procedures described in state law. This includes publishing notices, holding a public hearing, designating boundaries and adopting municipal and Joint Review Board (JRB) resolutions. DOR may not certify the base value of a new or amended TID if a municipality does not email DOR all required documents by the deadline. Also, DOR cannot certify the base until it confirms the municipality is within the 12% value limit. Review the [TID Checklist](#) and sec. [66.1105\(4\)](#), Wis. Stats. for more information. **Note:** DOR does not review the facts supporting any project plan adopted.

3. Collect fees and penalties

DOR collects a \$1,000 fee from municipalities for each resolution adopted to create or amend a TID's boundaries. For a territory amendment that both adds and subtracts property, DOR collects a \$2,000 fee. For a base redetermination amendment DOR collects a \$1,000 fee. For more information on TID fees, review sec. [66.1105\(5\)\(a\)](#), Wis. Stats.

After a TID is created, DOR collects a \$150 annual fee to maintain each active TID.

State law requires DOR to penalize a municipality \$100 per day for each TID Annual Report not filed within 60 days of July 1. For more information on the TID Annual Report penalty, review secs. [60.85\(8\)\(c\)](#), [66.1105\(6m\)\(c\)](#), and [66.1106\(10\)](#), Wis. Stats.

4. Calculate tax increment

After the TID number is added to the property on the tax roll, DOR authorizes the allocation of tax increments each year. By April 15 each year, the municipal clerk must pay the administrative fee (\$150 per TID). When the municipality pays this fee, the TID is considered active and DOR calculates the increment for that year. Review sec. [66.1105\(6\)\(ae\)](#), Wis. Stats. for more information on the annual fee. For DOR to calculate the increment, the assessor must also e-file the Municipal Assessment Report ([MAR](#)) before the second Monday in June.

5. Track notification from municipality

TIF law requires the municipality notify DOR about TID amendments and terminations within 60 days of adopting the municipal resolution. The municipality should also notify DOR within 60 days of adopting a creation resolution.

For more information on:

- Amendment notification – review (sec. [66.1105\(5\)\(cm\)](#), Wis. Stats.), and [TID Amendments](#) for the amendment process
- Termination notification – review (sec. [66.1105\(8\)\(a\)](#), Wis. Stats.), [TID Termination](#) and [TIF Termination](#) web page for the termination process. Municipality must notify DOR within 60 days or by April 15, whichever is sooner.

6. Review requests for substantial compliance

DOR determines, on case-by-case basis, whether a municipality met substantial compliance when creating or amending a TID. Review [Substantial Compliance](#) for more information.

7. Review requests by the JRB

DOR may review specific documents or facts if requested by the JRB. Review [JRB Request for DOR Review](#) for more information.

8. Generate reports

Each year DOR must provide the equalized value of property in the TID to the officials for the overlying taxing jurisdictions. DOR posts this notice annually (approximately October 1) on the [TID Certification Report](#) web page. DOR also generates other reports to share TID information, including:

- [TID Statement of Changes](#)
- [Apportionment of County Levy](#)

- [Tax Incremental Worksheet](#)
- [TID Annual Report](#)
- [Reports](#) – select category "Tax Incremental Financing" for additional TIF reports

9. Create TIF Manual and forms

Under state law, DOR creates and updates a TIF Manual to explain the TIF rules and processes. TIF staff revises documents and forms as new legislation is enacted. For more information on the TIF Manual, review sec. [73.03\(57\)](#), Wis. Stats.

10. Provide training and education

In addition to providing formal documents and publications, TIF staff is available to answer any questions; email questions to tif@wisconsin.gov. Also, use this email address to attach TID documents for new creations and amendments. TIF staff also provides information at workshops and conferences. Consultants and professional associations may also offer training workshops for TIF users.

DOR uses email to communicate TIF updates, announce updated reports and resources, and provide reminders on upcoming deadlines. Subscription to the TID/TIF email list is free and voluntary. [Sign up](#) on DOR's website by selecting the TID/TIF list and entering your email address. The addresses are only used by DOR to send these emails. Users may unsubscribe at any time by following the instructions in each message.

B. JRB Request for DOR Review

Before the JRB approves a TID creation or amendment, a majority of the JRB members can request that DOR review details in documents the JRB received from the local legislative body (city council, village board or town board). There are limited items subject to this review, and a strict timeline for making decisions. DOR's review can provide the JRB with an objective assessment of the facts and documents presented by municipal officials.

Note: DOR only reviews objective facts in hearing documents or resolutions for inconsistencies or factual inaccuracies. DOR does not review economic assumptions, eligible project costs, non-project costs, forecasts, projections, development estimates or other non-factual items.

Review steps and timeline

After the local legislative body adopts the TID creation or amendment resolution, it forwards the resolution to the JRB for consideration. Once received, the JRB must approve or deny the resolution within 45 days. During its deliberations, a majority of members may request a formal DOR review under state law (sec. [66.1105\(4m\)\(b\)4](#), Wis. Stats.).

1. JRB request – to begin the review process, the JRB must submit a formal request to DOR before the deadline for JRB action (45 days after receipt of resolution). The request must be in writing and include the following:

- Municipality's name and TID number
- List of JRB members, meeting date, and a record of the vote requesting DOR review (majority of the members must support the request)
- Copy of the documents subject to the review
- Specifics for DOR to review:
 - » Items for completeness
 - » Facts for accuracy

Because of the tight deadlines imposed by law, the JRB must provide all documentation with the request that impacts the proposal. This ensures DOR has all documents to complete the review. The submission should include any information that provides insight into the accuracy of the reviewed document.

2. DOR review – within 10 working days after receiving the request, DOR will investigate the issues raised and send the JRB a written response

- **If DOR does not identify any inaccuracies during the review** – DOR will send its response to the JRB. The JRB then has 10 days to submit its decision (approving or denying the TID) to the local legislative body. The JRB must approve or deny based on the same criteria as if no review was requested. See [JRB Decision Criteria](#).
- **If DOR finds a factual inaccuracy or the proposal does not comply with the statutes** – DOR will respond to the local legislative body, not to the JRB. DOR's letter will describe the inaccuracy and direct the municipality on how to correct the error. The JRB may request, but not require, the municipality to correct the errors and resubmit the proposal.
 - » **If the legislative body decides to resubmit the proposal**
 - It must do so within 10 days of receiving DOR's letter
 - JRB must then act to approve or deny the TID resolution within 10 days of receiving the resubmitted proposal
 - » **If the legislative body decides not to resubmit the proposal**
 - DOR will not certify the new TID. Any costs already incurred in the TID creation, become the responsibility of the municipality.
 - DOR will not approve a TID amendment and the municipality cannot proceed with any action based on the amendment

C. Substantial Compliance

DOR follows specific requirements in TIF law to approve or deny TID creations or amendments. If a municipality meets the essential statutory requirements for creating or amending a TID, but missed a certain requirement, then the municipality may use the substantial compliance process.

If the municipality did not meet a requirement, it must send a letter to DOR requesting a finding of substantial compliance. For DOR to approve the request of substantial compliance, the municipality must show the missed requirement does not affect the fairness of the process or the public's ability to participate in the process. Once received, DOR reviews the request and decides whether substantial compliance is met. If it is, DOR sends an approval letter and the municipality may create or amend the TID as if the law had been followed. For more information on substantial compliance, review sec. [66.1105\(15\)](#), Wis. Stats.

1. Municipality can request a finding of substantial compliance for:

- **Public hearing notices including failure to:**
 - » Publish the required notices timely or correctly
 - » Include required wording on cash grants or that the project plan is available upon request
- **Failure to:**
 - » Notify the overlying taxing jurisdictions timely or correctly
 - » Notify owners of property designated blighted or in need of rehabilitation/conservation timely or correctly
 - » Include all necessary information in the project plan
 - » Wait 14 days after the public hearing to adopt the municipal creation resolution
 - » Provide DOR all required documents

2. Municipality cannot request a finding of substantial compliance when:

- Planning Commission, Municipality or Joint Review Board fails to approve the resolution
- Required TID documents are not submitted to DOR timely, by:
 - » October 31 – creation, territory amendments, or base value redeterminations
 - » December 31 – project or allocation amendments; Town TID creations (sec. 60.85, Wis. Stats.)

3. Head of government must submit a formal letter to DOR

Request must include:

- Details of the error, including the specific section of the law not followed
- Explanation of why the error occurred and how the interests of the public were not affected
- Request for a finding of substantial compliance
- Description of actions taken to ensure the error does not reoccur

If DOR determines the municipality complied with the law in a way that does not significantly affect the fairness of the TID process, then DOR approves the request. The TID approval proceeds as usual. DOR administers a new or amended TID certified under the substantial compliance provision in the same way it administers other new or amended TIDs.

If DOR determines the error did substantially affect the public, DOR must deny the request. The TID creation or amendment cannot proceed.

V. Considerations for the Municipality

A. "But For" Requirement

TIF benefits municipalities by encouraging development that would not occur without TIF assistance. This standard is called the "but for" requirement. The name comes from the assertion, "The development would not occur but for the use of TIF." In other words, the proposed development would not happen without financial support from TIF. For example, a development may not occur in a certain area because there are not enough streets, sidewalks, sewer lines or other types of physical infrastructure. After using TIF to build these improvements, the development becomes cost effective and proceeds.

1. Meeting the "but for" requirement

It is important all local officials understand and can justify the "but for" requirement. When the Planning Commission and local legislative body review new developments requesting TIF, they should consider how the development could help their municipality and the effect on projected profits for the developer. Review [Questions to consider](#) for more information.

The JRB must consider the "but for" requirement before approving a TID creation or amendment. According to TIF law, the JRB must base its approval on three criteria listed in state law (sec. [66.1105 \(4m\)\(c\)](#), Wis. Stats.), whether the:

- a. Development expected in the TID would occur without the use of TIF
- b. Economic benefits of the TID, as measured by increased employment, business and personal income and property value, are sufficient to compensate for the cost of the improvements
- c. Benefits outweigh the anticipated tax increments to be paid by the owners of the property in the overlying taxing districts

The second and third criteria work with the "but for" requirement. Meeting these criteria demonstrate that using TIF is justified. JRB members should ask relevant questions and request documentation to confirm claims related to the "but for" requirement. They can hold additional public hearings if needed.

Before JRB members agree to the "but for" criterion, they must have convincing evidence showing TIF is necessary to make the development possible. The members sacrifice some tax revenue for the taxing jurisdiction they represent many years into the future. If TIF is not needed before a development proceeds, the JRB members should not agree to the "but for" criterion.

2. What "but for" means

When considering a new development project, there is often considerable risk for the developer. As a reward for taking the risk, the developer must make a certain profit. Even if the developer expects a profit, it may not be large enough to compensate for the risk; therefore, the project may not be worthwhile.

TIF can alter the profit picture by shifting some of the development costs from the developer to the taxpayer. For example, a site may require environmental cleanup, which can be costly. If a municipality cleans up the site and pays for it with TIF, the developer does not take on this cost.

Why would a municipality take on expenses and risks to increase the profits of a private developer? The concept of TIF is that there are some projects the municipality finds desirable but are not profitable enough for private developers. By accepting increased risk and paying for physical improvements in the short-run, the municipality benefits from an increased tax base after the TID terminates. The municipality must evaluate the short-term risks and the long-term benefits to determine whether a TIF project is worthwhile. The JRB must also agree the long-term benefit is worth the short-term cost.

Examples and why the "but for" requirement is important

1. A developer would like to build a strip mall on vacant land near a freeway interchange. The developer requests TIF assistance to pay for roads and sewer line connections. The municipality decides not to use TIF, but the developer builds the mall anyway. The developer pays for the roads and sewer lines in addition to the cost of constructing the building. The property value increases due to the site improvements. This results in increased tax revenue for the taxing jurisdictions without using TIF.
2. The same scenario but after the municipality decides against using TIF, the developer decides not to proceed with the project; the property is not developed and remains vacant. The municipality continues to collect the small tax revenue from the vacant land.
3. The same scenario but this time the municipal government negotiates with the developer. After the developer shows how public funding of some infrastructure will make the project feasible, the municipality approves TIF. The vacant land value establishes the TID's base value. Later improvements (ex: construction of the mall) increase the value and create the value increment. The tax revenue on the value increment funds the roads and sewer lines.

In the first example, the municipality's tax base grows due to private investment. Growth usually occurs this way. Due to the growth, the tax levy is distributed over more property value. In the second example, the development does not happen because the project is not profitable. The tax base does not grow and the tax levy stays the same. In the third example, the development happens using TIF. Taxes pay for some infrastructure improvements. In the end, the tax base grows, but at the cost of higher tax levies during the TID life.

If a proposed development would occur without TIF, the municipality should not use TIF because it will cost taxpayers more than it should for the resulting growth. However, if the municipality uses TIF to encourage a development that would not otherwise happen, the tax base can be increased. A larger tax base may reduce tax bills. The "but for" requirement is critical to this distinction. The "but for" finding means the JRB believes the development will not occur without some public assistance. The JRB is approving the use of property tax money, which would otherwise fund each taxing district, to generate growth. By encouraging growth, TIF can be a useful tool to increase the tax base.

B. Risk Factors

TIF is one of the most powerful tools available to local governments for encouraging development. Using tax revenues to finance certain site improvements encourages growth by attracting development; however, using TIF has risks, which include:

1. Over-investment

One common TIF use is infrastructure improvements (ex: sewer lines, roads, curbs and gutters) to make a site more attractive. When a municipality enhances a site with physical improvements, there may be fewer costs to locate a business there. Municipalities make these investments because the private development should expand its tax base. With TIF, this growth pays for the infrastructure investments that encouraged it.

Municipalities can invest significant amounts of money in infrastructure improvements, hoping growth will follow. But if no private development occurs, there may be no tax increment revenue to pay for those improvements. Without increment revenue, the municipality must use general tax revenue to finance improvements. Paying for these costs without a larger tax base may result in higher taxes.

Another risk of over-investing occurs when the site improvements prevent some types of development. For example, roads, sewer lines, sidewalks and curbs installed in a TID allow almost any use of available land (ex: commercial, residential, industrial). But new buildings may limit the potential uses. In this case, the improvements meant to attract development could prevent it.

Municipalities can avoid over-investing by planning improvements in stages based on the TID's location or the investment amount. When using this approach, the municipality improves one area and development occurs before moving to the next phase. Part of the TID grows before the municipality completes all improvements. Each phase's development generates tax increment to pay for the next phase of improvements. The phased approach encourages a steady growth and prevents the municipality from spending too much money before knowing if development will occur.

Important

Municipalities can amend TID project plans unlimited times during the TID's expenditure period and can change TID boundaries up to four times. These amendments allow for flexibility in planning, which can reduce development risks. Review [TID Amendments](#) for more information on the amendment process.

2. Under-investment

The opposite of over-investing is not improving the site enough to attract development. If a site does not have any improvements, businesses may not find it attractive to locate there. If a municipality is too cautious using TIF to finance improvements, the expected development may not occur.

A coordinated approach may reduce this risk. Rather than waiting for development to occur after site improvements, coordinating investments with development ensures the growth and investment happen together. Good planning and a phased approach to development can help make a TID successful.

3. Dislocation

Municipalities might create TIDs to encourage the growth in a new retail or commercial district. These TIDs can use large sections of vacant land near the edge of town or highway intersections. This may be a good way to add to the non-residential tax base.

However, a municipality must consider how a new commercial development will affect existing businesses. For example, a new strip mall along a major highway may increase tax revenue and take advantage of a prime location. But the new development could reduce retail business in a downtown or main street corridor. If using TIF damages existing businesses, their property value decrease may offset the property value increases in the TID. As a result, the municipality may show no net growth.

A municipality must also consider the impact of its new development on neighboring communities. Individual municipalities create their own TIDs, but their decisions may affect surrounding communities. Municipalities should work together to increase growth and development. JRB representatives should share concerns on how using TIF may impact their jurisdiction (county, school or technical college).

4. Excess growth

State law limits how much property municipalities can have in TIDs at one time. This restriction is the "12% value limit." The total value increment for all existing TIDs divided by the total equalized value of the municipality cannot exceed 12%. When a municipality reaches this limit, it cannot create any new TIDs and cannot add property to any existing TIDs.

A well-planned TID may create significant new growth. If this growth results in significant increment revenue, it allows many projects or makes costly projects possible. The risk for a successful TID is having so much growth in the TID that the municipality exceeds the 12% limit. A fast growing TID in a small community could contain over 12% of the municipality's value after a few years.

Example: Village of Beta has a total equalized value of \$1,000,000. To encourage growth, it creates an industrial TID made up of vacant land. As growth begins, the property value increases. When the TID's value increment exceeds \$120,000, the Village will pass the 12% limit.

Once the municipality reaches the limit, it cannot create any new TIDs until it terminates a TID or subtracts some property to reduce the value increment.

To avoid this risk, a municipality may plan a smaller TID, resulting in smaller value increment. The municipality can also create TIDs likely to generate development outside the TID. That way property values grow both inside and outside the TID, maintaining stable TIF capacity. The municipality can also remove some land from a TID to reduce the municipality's TIF usage. Using other incentives to encourage growth outside of TIDs can also help avoid this risk.

5. Impacts of growth

Using TIF to attract development can increase growth. In Wisconsin, communities create "comprehensive plans" with descriptions of growth expectations. Municipalities must plan TIF development carefully to ensure it fits the community's overall plan. For example, a municipality designates an area for residential development; however, an industry wants to use TIF to expand in that area. Expanding industrial use may make the area less attractive for residential development. Municipalities should anticipate these effects when creating TIDs.

Municipalities must also consider the increased demand on services (ex: emergency responders, police and fire protection, traffic, trash, water, schools and housing). The comprehensive plan should address these development impacts. For example, if the TID includes residential development, the municipality must also address the increased demands on public schools as more families move into the district. Jobs are also an important factor to consider. New residents will not move to a new residential development without jobs in the area. Therefore, municipalities must consider the growth within the TID and outside the TID as a whole.

6. Political risks

The municipality's elected officials are responsible for creating TIDs. The public may hold them accountable for any unfavorable outcomes. Planning the TID with public input in mind is important. TIF law requires one public hearing, but with a controversial proposal, additional hearings may be worthwhile. The Planning Commission, local legislative body, or JRB can hold additional hearings. These hearings provide more opportunities for public input and for those opposed to make their case. Elected officials decide what action to take, but hearing from their constituents may help them make a better decision.

7. Development risks

A TID's success depends on the amount of growth and private development. When the expected growth does not occur, the municipality must pay for the improvements with general-purpose tax revenue. This may result in a higher tax levy.

Municipalities can use development agreements to reduce risk. These agreements establish the municipality's and developer's expectations for the development itself and the timeframe. Some development agreements

include a "look back" clause requiring periodic review of the developer's progress compared to specific project requirements. These clauses may require assessment of the development generated compared to TIF costs spent. Other provisions can:

- Limit the profit a developer makes on the subsidized development (with surplus profits going to the municipality)
- Require specific property uses within the TID
- Require a minimum property value
- Require the developer pay some project costs if the development does not proceed as expected

If both parties agree to the development terms in advance, it decreases the chance of a conflict later.

C. Intergovernmental Agreements

1. Boundary agreements

Growth near municipal borders can strain relations between municipalities because development affects surrounding areas. Issues including, cost of servicing the new growth, increased pollution or traffic, effects on the housing market and on public schools, and other complicated matters can create problems.

Two or more neighboring municipalities can use boundary agreements to manage their growth. By partnering to address issues, local officials may be able to prevent problems. In the agreement, they can explore solutions, such as collaborative services (where one municipality provides services to another at a negotiated price), tax sharing, annexation agreements, border freezes, and cooperative development.

Each solution is unique to the issue facing the specific municipalities. Municipalities interested in using boundary agreements can consult the [Wisconsin Department of Administration](#) or the [University of Wisconsin Cooperative Extension](#).

There are two types of TIDs that require special agreements:

- Cooperative TIDs – require municipal officials to sign a boundary agreement
- Multijurisdictional TIDs – allow two or more cities to enter into an intergovernmental cooperation agreement under state law (sec. [66.0301](#), Wis. Stats.), to create a TID

2. Cooperative TIDs (sec. [66.1105\(16\)](#), Wis. Stats.)

Cooperative TIDs are for towns with development needs more like those of a city. A Cooperative TID allows a town that signs a boundary agreement with a neighboring city or village to exercise City/Village TIF powers following sec. [66.1105](#), Wis. Stats. This means the town can create additional TID types not usually available to towns, including industrial, mixed-use, rehabilitation/conservation, blighted and environmental remediation.

Note: Only a town that shares a border with a city or village can sign a boundary agreement and then create a cooperative TID.

In addition to other requirements, a Cooperative TID also requires the:

- Town to enter into an agreement with a city/village, under sec. [66.0307](#), Wis. Stats.
 - » The city/village must agree to annex all or part of the town in the future, including the TID
- City/village that is annexing the town to adopt a resolution approving the creation of the Cooperative TID
- Cooperative TID to be completely within the territory that will be annexed by the city or village

The same rules and timelines required to create a TID under sec. [66.1105](#), Wis. Stats., apply to a Cooperative TID. Cooperative TIDs have the same lifetime, expenditure period, reporting and audit requirements as other TIDs created in a city/village under sec. [66.1105](#), Wis. Stats. Review [TID Details](#) for more information.

After the city/village annexes the land in a Cooperative TID, the city/village must administer the TID according to the requirements in sec. [66.1105](#), Wis. Stats.

The TID also has these conditions (sec. [66.1105\(6\)](#), Wis. Stats.):

- Creation date is the date the town adopted the resolution creating the TID
- Project plan is the plan approved by the town when the TID was created

3. Multijurisdictional TIDs (sec. [66.1105\(18\)](#), Wis. Stats.)

Some cities would be better able to meet development needs if they could collaborate with other cities. A Multijurisdictional TID allows two or more cities that enter into an intergovernmental cooperative agreement to create a joint TID. The TIDs created under this section are the only ones that can be created in more than one municipality.

The same rules/timelines for a TID created under sec. [66.1105](#), Wis. Stats., apply to a Multijurisdictional TID.

Multijurisdictional TID must also follow these requirements:

- Two or more cities must enter into an intergovernmental cooperation agreement under sec. [66.0301](#), Wis. Stats. Each city participating in the agreement must border at least one parcel in one of the other cities.
- TID's borders must contain territory in all the cities that are part of the agreement
- District's area must be contiguous
- Each municipality's appointed public member on the Joint Review Board (JRB) must approve the TID (sec. [66.1105\(4m\)\(b\)2.](#), Wis. Stats.)

a. Intergovernmental cooperation agreement must contain:

1. Description of how the participating cities will meet the requirements of sec. [66.1105](#), Wis. Stats., and exercise the authorized powers
2. Description of how decisions will be made related to incurring debt, spending funds for project costs, and distributing positive tax increments allocated by the Wisconsin Department of Revenue (DOR)
3. Description of which city will be authorized by the other participating cities to act on behalf of the other cities on some or all matters relating to the district
4. Binding dispute resolution procedure the cities will use to resolve any disputes, including provisions allowing the cities to dissolve the district
5. Description of the proposed membership for the JRB
6. Description of the responsibilities for each city's Planning Commission, the membership and authority of the TID's Planning Commission, and the operating procedures of the TID's Planning Commission
7. Description of the responsibilities for each city's clerk, treasurer, assessor, and any other official carrying out the TIF law requirements, and which clerk, treasurer, assessor, or official will be responsible for each task specified in the law
8. Agreement on which city will be the lead city responsible for completing any documents or tasks
9. Agreement that the lead city will submit all the TID's documents at one time
10. Statement that the entire TID will terminate at one time (as a single entity) and that the lead city will submit all necessary termination notices and reports to DOR
11. Detailed description of the procedures participating cities will follow to determine:
 - a. When the TID's life may be extended
 - b. How the project plan or boundaries can be amended
 - c. How any annexation costs incurred will be shared

b. Limitations – Multijurisdictional TID may not:

- Become a donor district or receive tax increments from a donor district
- Incur project costs for any area outside the TID's boundaries
- Cause any participating municipality to exceed the 12% value limit. The 12% limit applies to all cities that are part of a Multijurisdictional TID. The total base value of the Multijurisdictional TID plus the existing value increment for TIDs in an individual municipality divided by that municipality's equalized value equals the value limit percent.
 - » Exception – when an individual municipality exceeds the 12% limit, if the governing bodies of all overlying taxation districts for that municipality each adopt a resolution approving the TID's creation even though that city exceeds the 12% limit, the TID may be created under sec. [66.1105\(18\)\(c\)3](#), Wis. Stats.

Multijurisdictional TIDs have the same lifetime, expenditure period, reporting, and audit requirements as TIDs created under sec. 66.1105, Wis. Stats. Review [TID Details](#) for more information.

4. Comprehensive plan

Long-term growth in a community is often facilitated by creating a comprehensive plan. Growing communities should consider the need for a comprehensive plan to help direct growth. A county, municipality or regional planning commission can create a plan for the area. State law outlines the necessary parts of a comprehensive plan in sec. [66.1001\(2\)](#), Wis. Stats. These include housing, transportation, economic development and intergovernmental cooperation.

D. Effects on Overlying Taxing Jurisdictions

Although cities, villages and towns create TIDs, other overlying taxing jurisdictions participate in financing a TID. Counties, school districts, technical college districts, metropolitan sewer/town sanitary districts and lake protection/rehabilitation districts all provide TIF through their property taxes. Officials in these districts should understand how the use of TIF in their districts affect tax collections. Review [How TIF Works](#) for more information.

1. Effects on all overlying taxing jurisdictions

- Creating a TID may result in larger levies in the short term due to the tax increment
- The TID's property value increase is removed from the equalized value of the district for tax apportionment purposes
 - » As a result, the tax rate for all residents of the district is the same
 - » This also contributes to replacing the revenue that would have been generated by that portion of the property value
- The TID's value increment is used to calculate the tax increment and pay for TID improvements
- The tax levy may be reduced over the long term if the TID creates development that would not have happened without using TIF
- When the TID closes, the larger tax base may reduce taxes on residents of the overlying taxing jurisdictions

2. District specific information

- A large part of tax increment revenue comes from the school levy. In most areas, the school levy represents the largest portion of the property tax bill.
- School districts, technical colleges and county governments receive property taxes and state aid
- Special taxing jurisdictions created for certain purposes, such as lake protection and rehabilitation, sewer management, and sanitary services do not receive state aid and depend entirely on their taxable property to generate revenue

Note: Although the municipality creating a TID must notify any affected special districts, these special districts do not have a representative on the Joint Review Board.

VI. Tax Incremental Financing (TIF) Glossary

A. TIF vs. TID

It is important to understand the difference between these two terms:

TIF – Tax Incremental Financing; an economic development technique available for municipalities to expand its property tax base, where the development would not occur without public assistance

TID – Tax Incremental District; the contiguous geographical area within a municipality identified for development using Tax Incremental Financing. A TID consists of whole units of property assessed for general property tax purposes not including railroad tracks, rivers or highways, or wetlands (sec. [23.32](#), Wis. Stats.).

B. Other Terms and Concepts

Affidavit – sworn statement made in writing. Municipalities must provide DOR an affidavit from the official newspaper confirming the publication dates for any public hearing or JRB meeting notice.

Affordable housing – housing that costs a household no more than 30% of the household's gross income. A municipality may extend the life of a TID which has paid project costs up to one year if it uses 75% of the final increment on affordable housing.

Amendment – general category for types of changes to a TID. All amendments must be submitted to the Wisconsin Department of Revenue (DOR) for approval. Review [TID Amendments](#) for details.

- **Allocation** – transferring an identified amount of increment funds from one TID (donor TID) to help pay the costs of another TID (recipient TID)
- **Project plan** – a change to the TID project plan. The change may add projects, modify eligible costs, change financial plans, add cash grants, or half-mile radius option.
- **Territory** – a change to the area or boundary of a TID. Territory may be added or subtracted up to four times during the life of a TID. The TID boundaries must remain contiguous.
- **Base value redetermination** – a reduction of the TID's base value. To qualify, the TID's equalized value must be at least 10% below the current base value of the TID for two consecutive years.

Annexation – the transition of land from the control of one entity to another. In relation to TIF law, this usually refers to town territory annexed by a city or village. After January 1, 2004, annexed land cannot be included in a new TID or added to an existing TID, unless one of the following applies:

- At least three years since the annexation occurred
- City/village has a cooperative boundary agreement with the town
- City/village pledges to pay the town an amount equal to the property taxes levied on the annexed territory for each of the next five years

Base value – the total value, as equalized by DOR, of the real property located within the TID as of the valuation date.

Blighted area – areas in a damaged condition. TIF Law provides two specific meanings for the designation of blight. Neither definition includes any open land developed only for agricultural purposes:

- **Definition 1:** An area in which the structures, buildings or improvements contribute to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and are detrimental to the public health, safety,

morals or welfare, due to dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light air, sanitation or open spaces, high density population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes

- **Definition 2:** An area which is predominantly open and which consists primarily of an abandoned highway corridor as defined in sec. [66.1333\(2m\)\(a\)](#), Wis. Stats. or that consists of land on which buildings or structures have been demolished and because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, substantially impairs the sound growth of the community

Boundary agreement – an agreement between two adjoining municipalities about their cooperation regarding issues such as land use, services, revenues, or boundaries. This type of agreement allows territory annexed from a town after January 1, 2004 to be included in a TID even if three years have not passed since the annexation. Sec. [66.0307](#), Wis. Stats., provides for the boundary agreement mentioned in TIF Law. Review [Intergovernmental Agreements](#) for more information.

Cash grants – payments made from tax increments to owners, lessees or developers of property included in a signed development agreement. The municipality must send a copy of the agreement to the JRB or, if the TID terminated, retain the agreement in the official TID records. The municipality must also include a statement about cash grants in the public hearing notice.

Class 1 notice – legal announcement of a meeting or hearing following ch. [985](#), Wis. Stats. This notice requires one publication at least seven days before the event. The public notice must be published in a newspaper likely to notify the people or place affected by the TID. The notice must say when, where and for what purpose the meeting or hearing is being held. Public hearings regarding any type of TID amendment require a Class 1 Notice; however, all Joint Review Board (JRB) meetings regarding the TID require notice at least five days before the meeting.

Class 2 notice – legal announcement of a meeting or hearing following ch. [985](#), Wis. Stats. This notice requires two publications, one in each of two consecutive weeks with the last published at least seven days before the event. The public notice must be published in a newspaper likely to notify the people or place affected by the TID. The notice must say when, where and for what purpose the meeting or hearing will be held. Public hearings regarding the creation of a TID require a Class 2 Notice.

Contiguous – geographically connected or sharing a border. All parcels in a TID must be contiguous.

Creation – the process of starting a TID. This process includes identifying a contiguous geographic area targeted for development, writing a plan for the area, organizing a JRB, holding meetings and a public hearing, adopting resolutions and submitting the necessary documents to DOR. Review [TID Creation](#) for more information.

Creation date – the date the municipality adopts the creation resolution for the TID. The creation date determines the maximum life and the beginning of the expenditure period. Only costs related to planning for the TID can be incurred before the creation date.

Creation resolution – the municipality's formal document approving the TID. This document must contain specific information about the TID. Review the [Resolution Checklist](#) for details on content.

Current value – the total equalized value of the real property in the TID as of January 1 of the current year, certified annually on approximately October 1.

Decrement situation – when the value of all taxable property within the TID, as equalized by DOR, is at least 10% less than the base value for two consecutive years.

Distressed TID – designation in the TIF law that allowed a TID more time to pay off project costs. This designation ended September 30, 2015. Distressed TIDs added 10 years to their maximum life.

District type – category based on a minimum percentage of property in a TID. The municipality must declare the TID type in the creation resolution. Municipal TID types include: blighted, rehabilitation or conservation, industrial, mixed-use, and environmental remediation. The declaration is based on the type of land that makes up 50% of the area in the TID. Town TID types include: agricultural, forestry, manufacturing, and tourism. The declaration is based on the type of land that makes up 75% of the area in the TID.

Environmental pollution – presence or introduction of harmful substances. TIF law includes two meanings:

- **Definition 1:** The contaminating or rendering unclean or impure the air, land or waters, or causing damage or harm to public health, fish, bird, animal or plant life, or harmful for commercial or recreational use (sec. [299.01\(4\)](#), Wis. Stats.)
- **Definition 2:** Substances that if released into the air, land, or waters of the state due to the redevelopment of an existing structure would be harmful to public health or harmful for commercial or recreational use (sec. [66.1105\(20m\)\(a\)1.b.](#), Wis. Stats.)

Environmental Remediation district – a TID with significant environmental pollution. Before creating an Environmental Remediation TID, the municipality must obtain certification of the site investigation report by the Wisconsin Department of Natural Resources. In the report, the municipality must describe the pollution, how it will be cleaned up, costs and a timeframe for the clean-up.

Equalized value – the DOR process of creating a uniform value for all general property in the state. Equalized property value is based on 100% of market value.

Expenditure – the exchange of money for the delivery of goods or services. No TID expenditures may be made before the adoption of the municipal resolution, except for costs directly related to planning the TID. TIF law lists eligible expenditures:

- Capital costs** – such as public works; new buildings or structures; demolition, remodeling, repair or reconstruction of existing buildings; environmental remediation; and the clearing of land
- Financing costs** – including interest paid to bond holders and premiums paid for early redemption of bonds
- Property assembly costs** – meaning a deficit incurred due to the sale or lease of land within a TID for less than its cost to the municipality
- Professional services** – such as planning, architectural, engineering, accounting, consulting, legal advice and services
- Administrative costs** – for municipal employees' time directly related to creating the TID or time spent implementing the TID project plan
- Relocation costs** – including relocation payments made following condemnation under sec. [32.19](#), Wis. Stats.
- Organizational costs** – related to environmental impact statements and public notices
- Payments** – to a town for property taxes on annexed land included in a TID
- Portion of major infrastructure projects** – inside or outside the TID that will serve the land in the TID (ex: water tower, sewer or water treatment plant)
- Removal or containment of lead contamination** – in buildings or infrastructure that the municipality declares a public health concern
- Developing newly-platted residential areas in a mixed-use TID** – when the residential development meets certain qualifications
- Cash grants** – if a municipality signs a development agreement with cash grants, state law requires the municipality indicate this in the public hearing notice
- Fees to DOR** – to certify or recertify the base and yearly fee to keep a TID active

Expenditure period – the time during the TID's life when expenses may be incurred to implement the approved projects. The maximum expenditure period for most districts ends five years before the unextended maximum life of the TID. Environmental Remediation TIDs created before November 29, 2017, have a 15-year expenditure period. Town TIDs created under sec. 60.85, Wis. Stats., have a 5-year expenditure period.

TID Expenditure Period	
TID Type	Maximum Expenditure Period
Any before October 1, 1995	22 years
Blighted or Rehabilitation/Conservation after October 1, 1995	22 years
Industrial after October 1, 1995 but before October 1, 2004	18 years
Industrial or mixed-use on or after October 1, 2004	15 years
Environmental Remediation before November 29, 2017	15 years
Environmental Remediation on or after November 29, 2017	22 years
Town TIDs created under sec. 60.85, Wis. Stats.	5 years

Extension – requesting extra time for the TID. This extends the TID maximum life. Review [TID Extensions](#) for details on obtaining an extension.

Three extension types:

1. **Affordable housing extension** – an extension of up to 12 months from the resolution date. Then the final increment must be used to improve housing. The municipality must use 75% of the increment to improve affordable housing. The municipality must adopt a resolution describing how funds will be used and email a copy of the resolution to DOR.
2. **Standard extension** – a non-specific statutory extension to a TID's maximum life when the municipality needs more time to pay project costs. The length of the extension depends on the type of district (review [TID Criteria Matrix](#) for details). The JRB must approve this extension and the municipality must email a copy of the approval to DOR.
3. **Technical college extension** – a three-year extension to the TID maximum life when the TID's increment was negatively impacted by [2013 Wisconsin Act 145](#). The JRB must approve this extension and the municipality must email a copy of the approval to DOR.

Increment – see [Tax increment](#) or [Value increment](#)

Industrial district – TID with more than 50% of land suitable for industrial sites. Any real property within an industrial type TID that is zoned for industrial use must remain zoned for industrial use for the life of the TID.

Ineligible project costs – expenses that may not be paid for with the tax increment revenue. TIF law identifies the following ineligible project costs:

- Constructing or expanding administrative, police and fire buildings, libraries, schools, recreation and community buildings
- Constructing any building or facility if the municipality generally finances similar facilities only with utility user fees
- General government operating expenses unrelated to the planning or implementation of the project plan
- Cash grants made by the municipality to owners, lessees, or developers of land within the TID, unless the recipient has signed a development agreement with the municipality.

Joint Review Board (JRB) – a committee with members representing the overlying taxing jurisdictions responsible for approving or denying the creation or amendment of a TID. When creating a TID the municipality must create a JRB to vote on all TID actions and review the TID Annual Report. Review [Joint Review Board](#) for more information.

Lands proposed for newly platted residential use – state law does not define the phrase "lands proposed for newly platted residential use." A "plat" is a map of a subdivision. "Newly platted" refers to land that has not been previously subdivided or is currently subject to a replat as defined in sec. [236.02\(11\)](#), Wis. Stats. The word "residential" commonly means relating to a place where people live. When reviewing a project plan, DOR considers the current use, or zoning, and the future use, or zoning, as indicators of whether an area consists of "lands proposed for newly platted residential use." An example of "lands proposed for newly platted residential use" would be subdividing a farm field for housing. Under state law, increment revenue may only be spent on newly platted residential development in a mixed-use TID if the TID includes less than 35% of lands proposed for newly platted residential use and if one of the following applies:

- Density of the residential housing is at least three units per acre
- Residential housing is located in a conservation subdivision, as defined in sec. [66.1027\(1\)\(a\)](#), Wis. Stats.
- Residential housing is located in a traditional neighborhood development, as defined in sec. [66.1027\(1\)\(c\)](#), Wis. Stats.

Local legislative body – municipal governing body responsible for administering local government (ex: the village/town board, city council or common council). This body must adopt a resolution to create, amend, or terminate a TID; or extend the TID's life for affordable housing.

Mixed-use district – TID with a combination of residential, commercial, and industrial uses. Mixed-use TIDs can only include lands proposed for newly platted residential use if they do not exceed 35%, by area, of the real property in the TID and the residential development meets other qualifications.

Multijurisdictional district – TID created by two or more cities that have entered into an intergovernmental cooperation agreement under sec. [66.0301](#), Wis. Stats., which addresses the provisions required by sec. [66.1105\(18\)\(b\)](#), Wis. Stats.

Municipality – a city, village or town.

Non-project costs – project expenses that are not eligible for TIF increment funds or that are paid for with other types of revenue, such as grants or user fees. Any non-project costs in the TID must be detailed in the project plan.

Overlap – when the boundary of one TID covers another existing TID's boundaries.

Overlying taxing jurisdiction – school districts, county governments, technical college districts and other special districts (ex: sanitary districts, sewer districts or lake rehabilitation districts). The tax increment generated by the levies of each of these jurisdictions is collected by the municipality that manages the TID to pay the approved project costs. A representative from the county, municipality, school and technical college districts serves on the JRB.

Planning Commission – a committee that creates and adopts a master plan for physical development of the municipality as specified in sec. [62.23](#), Wis. Stats. If a municipality does not have a Planning Commission, a board of public land commissioners or the planning committee may serve this role. Steps assigned to the Planning Commission under TIF law may be carried out by the Redevelopment or Community Development Authority of the municipality.

Project costs – any expenditure planned or made that can be paid for with tax increment revenue. DOR does not make decisions on the eligibility of specific project costs. Each municipality must consult with its legal and accounting advisors to decide whether a project or specific cost is eligible under TIF law.

Tax Incremental Financing (TIF) Manual

Project plan – a document explaining the financial details and development plans for the TID.

Public hearing – the presentation of the TID project plan before the Planning Commission where the community may voice its opinion on the TID. As part of creating or amending a TID, the Planning Commission must hold a public hearing and make copies of the project plan available.

Rehabilitation or conservation work – to restore, preserve or repair. Defined for the purposes of TIF law in sec. [66.1337](#), Wis. Stats., rehabilitation and conservation includes any of the following (these descriptions do not override the restrictions on project costs defined above):

- Operating a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements
- Acquisition of real property and demolition; removal or rehabilitation of buildings and improvements on the property to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate uses detrimental to the public welfare, remove or prevent the spread of blight or deterioration, or provide land for needed public facilities
- Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for the objectives of an urban renewal project
- The disposition of any property acquired in the project area for uses meeting the objectives of the urban renewal project

Severely distressed TID – designation in the TIF law that allowed a TID more time to pay off project costs. This designation ended September 30, 2015. Severely Distressed TIDs were allowed a maximum life of 40 years from the creation date.

Substantial compliance – when the essential (substantial) requirements of the statutes are met even though the formal requirements were not. When creating or amending a TID, if the municipality does not meet certain requirements, the municipality may submit a written request asking DOR to find substantial compliance. This means that despite certain errors, a TID may be created because the error did not affect the fairness of the process or the public's ability to participate in the process. This process allows DOR more flexibility when approving TIDs.

Tax base – the total of all equalized real property in an entire municipality or taxing jurisdiction on which property taxes are levied.

Tax increment – the taxes levied by all overlying taxing jurisdictions on the value between the base value and the current value of the TID. The municipality that manages the TID uses these taxes to pay for the approved project costs. Review the [TID Creation Timeframes](#) for information on when increments begin for a new creation. Review [TID Termination Timeframes](#) for information on when increments end for a terminated TID.

Termination – the process of ending a TID. This process includes adopting a resolution, notifying DOR, completing the final audit and filing the appropriate documents with DOR. After the tax increments collected exceed project costs or the TID reaches its maximum life, it must terminate. If the municipality terminates a TID and there is remaining debt then it becomes the municipality's responsibility. Review [TID Termination](#) and [TID Termination Timeframes](#) for more information.

Valuation date – January 1 of the year the TID is created or amended. The date the municipality adopts the creation or amendment resolution determines the valuation/creation year. Review the [TID Creation Timeframes](#) to determine the creation year.

Value increment – the difference in value between the base value and the current value of the TID. This is the amount of property value that can be attributed to the TIF investment used to generate the tax increment that pays for the investment.

Value limit – the maximum TID value allowed in a municipality. A municipality must be under the limit to create or add parcels to a TID. For a municipal TID, the value of taxable property in the new TID plus the value increment of existing TIDs divided by the total municipal equalized value cannot exceed 12%. Town TIDs created under sec. 60.85, Wis. Stats., have a 5% or 7% limit. For more information review [TIF – Value Limit Common Questions](#).

VII. Resources/Contact Information

For more Tax Incremental Financing (TIF) information:

- Visit the [TIF](#) website
- Email – tif@wisconsin.gov
- Phone – (608) 266-7750, press 3 for Tax Incremental Finance
- DOR [YouTube](#) – Governments playlist



MEMORANDUM

DATE: July 7, 2026

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: Review and possible action relating to a Resolution adopting the Project Plan and Boundaries for Tax Incremental District No. 11, City of Fort Atkinson, Jefferson County, Wisconsin (Houseman, City Manager)

BACKGROUND

The City is proposing to create a new Tax Incremental District (TID) No. 11 on the south side of Fort Atkinson. The project plan, maps, and notices are included with this memo for review by the City Council and the Public. TID No. 11 is proposed to be Mixed Use TID and will include undeveloped and underdeveloped land in the terminated TID No. 6 (the Klement Business Park) as well as lands to the west and north along Janesville Avenue and Hackbarth Road.

DISCUSSION

There are 27 parcels proposed to be included in TID No. 11, for a total of about 250 acres of land. The estimated fair market value of the land and improvements in the TID is \$21,206,300. If this TID is created, the taxes based on that land value will continue to be distributed to the four taxing jurisdictions. If created, the taxes on the additional value in the TID over its life will go into a separate fund for use in supporting development and installing infrastructure and improvements within the TID.

Possible projects include Janesville Avenue corridor improvements, utility extension and improvement projects, road and intersection improvements, possible City land purchases, park/trail improvements and extensions, entryway signage improvements, direct development incentives, financing and interest, and administrative and organizational fees. These project are further described in the proposed project plan.

The Joint Review Board met on June 22, 2026, and reviewed the draft project plan. The JRB was supportive of the plan and is scheduled to meet again in July to take action. The Plan Commission reviewed the plan at the meeting on June 23, 2026, and adopted a resolution in support of the amendment. The Plan Commission also held a public hearing, where a property owner expressed support for the creation of the TID. The minutes from the Plan Commission meeting are included in this packet for reference.

FINANCIAL ANALYSIS

Approval of the TID will provide financing for projects within the TID and is expected to increase the overall tax base of the City.

RECOMMENDATION

Staff and the Plan Commission recommend the City Council adopt the resolution recommending approval of the Project Plan and Boundaries for Tax Incremental District No. 11, City of Fort Atkinson, Jefferson County, Wisconsin.

ATTACHMENTS

1. TID #11 Creation Resolution City Council 7.7.26
2. EXHIBIT A TID 11
3. TID11 creation project plan Fort Atkinson DRAFT 4 070726
4. Res 1459 TID 11 Creation - Plan Comm
5. 6.1.26 Taxing Entities Public Hearing Notice TID 11 creation
6. Combined-Public-Notices-Fort Atkinson TID 11 Creation revised

CITY COUNCIL RESOLUTION #2026-_____

**Resolution Formally Establishing the Boundaries of and Approving the Project Plan for
Tax Incremental District No. 11**

**ESTABLISHING THE BOUNDARIES OF AND APPROVING THE PROJECT PLAN FOR TAX
INCREMENTAL DISTRICT NO. 11, CITY OF FORT ATKINSON, JEFFERSON COUNTY,
WISCONSIN**

WHEREAS, pursuant to Wisconsin Statutes §66.1105 the City of Fort Atkinson has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 11 (“the district”) is proposed to be created as a “mixed-use district” where not less than fifty percent (50%) by area, of the real property within the district is suitable for industrial, commercial, residential development. and

WHEREAS, a Project Plan for Tax Incremental District No. 11 has been prepared that includes the following:

1. A statement listing the kind, number, and location of proposed public works or improvements within the district.
2. An economic feasibility study.
3. A detailed list of estimated projects costs.
4. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred.
5. A map showing existing uses and conditions of real property in the district.
6. A map showing proposed improvements and uses in the district.
7. Proposed changes of zoning ordinance, master plan, map, building codes, and City Ordinances.
8. A statement of the proposed method for relocation of any person to be displaced.
9. A statement indicating how creation of the district promotes the orderly development of the City.
10. A list of estimated non-project costs.
11. A section for the eventual insertion of a boundary legal description to be completed upon approval of this resolution.
12. A section for the eventual insertion of An Opinion of the City Attorney advising that the plan is complete and complies with Wis. Statute §66.1105(4)(f); and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 23, 2026, held a public hearing concerning the project plan and boundaries and proposed creation of the district providing interested parties a reasonable opportunity to express their views on the proposed creation of a tax incremental district and the proposed boundaries of the district; and

CITY COUNCIL RESOLUTION #2026-_____

**Resolution Formally Establishing the Boundaries of and Approving the Project Plan for
Tax Incremental District No. 11**

WHEREAS, after said public hearing, the Plan Commission adopted a resolution, and recommended to the City Council that it create the district.

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

1. The Recitals set forth above are incorporated herein and are made an enforceable part of this resolution.
2. The boundaries of the district are hereby approved and established as legally described in Exhibit A attached and incorporated herein by reference.
3. The City of Fort Atkinson hereby creates Tax Increment District No. 11 on July 7, 2026, effective as of January 1, 2026.
4. The City Council finds and declares that:
 - a. Not less than fifty percent (50%), by area, of the real property within the district is suitable for industrial, commercial, residential development within the meaning of Section §66.1105(2)(cm) of the Wisconsin Statutes.
 - b. Based upon the findings, as stated in (a) above, the district is declared to be a mixed-use development district based on the identification and classification of the property included within the district.
 - c. The project costs relate directly to promoting mixed-use development in the district consistent with the purpose for which the district is created.
 - d. The equalized value of the taxable property in the district plus the value increment of all other existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
 - e. The improvement of the area is likely to significantly enhance all the other real property's value in the district.
 - f. The private development activities projected in the Project Plan would not occur without tax incremental financing.
 - g. Confirms the project plan "is feasible and in conformity" with the City of Fort Atkinson's master plan.
 - h. The City estimates less than 35% of the territory within the district will be devoted to retail business at the end of the district's maximum expenditure period, pursuant to Section §66.1105 (5)(b) of the Wisconsin Statutes.
 - i. Confirms less than 35 percent (35%) of the district is land proposed for newly platted residential development. Residential housing density is at least three units per acre.
 - j. Confirms for any annexed parcels not within the municipality's boundaries on January 1, 2004, three years have elapsed since the territory was annexed.

CITY COUNCIL RESOLUTION #2026-_____

**Resolution Formally Establishing the Boundaries of and Approving the Project Plan for
Tax Incremental District No. 11**

5. The Project Plan, prepared by Robert W. Baird & Co. dated July 7, 2026, which is incorporated herein in its entirety by reference, is approved and adopted and the City further finds that plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a “Determination of Tax Incremental Base”, as of January 1, 2026, pursuant to the provisions of Section §66.1105 (5) (b) of the Wisconsin Statutes.

BE IT FURTHER RESOLVED THAT the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under section §70.45 of the Wisconsin Statutes, those parcels of property which are within the District, specifying thereon the name of the District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section §70.65 of the Wisconsin Statutes, pursuant to Section §66.1105(5)(f) of the Wisconsin Statutes.

Adopted this 7th day of July 2026

City of Fort Atkinson

By _____
Kyle Jaeckel, President

CERTIFICATION

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Fort Atkinson on the 7th day of July 2026.

Michelle Ebbert,
City of Fort Atkinson
City Clerk

Project Plan & District Boundary

Tax Incremental District No. 11 in the CITY OF FORT ATKINSON, WISCONSIN



July 7, 2026

(Approved Actions)

Organizational Joint Review Board Meeting Held	June 22, 2026
Public Hearing Held	June 23, 2026
Adopted by Planning Commission	June 23, 2026
Adopted by City Council	July 7, 2026
Adopted by Joint Review Board	July 27, 2026

Prepared in part by:



Robert W. Baird & Co.
Public Finance
777 E. Wisconsin Ave.
Milwaukee, WI 53202
800.792.2473

City of Fort Atkinson
TID #11 Project Plan & District Boundary

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Section 1: City of Fort Atkinson Officials

City Council

Kyle Jaeckel	President
Davin Lescohier	President Pro Tem
Bruce Johnson	Council Member
Peggy Huckabee	Council Member
Jena Price	Council Member

City Staff

Rebecca Houseman	City Manager
Michelle Ebbert	City Clerk/Treasurer/Finance Director
Zach Navin	Director of Public Works
David Westrick	City Attorney
Jedidiah Draeger	Director of Neighborhood & Building Services
Sarah Weihert	Public Relations/Executive Assistant

Planning Commission

Rebecca Houseman, Chairperson	Diana Shull
Peggy Huckabee, Council Representative	Vacant Citizen Position
John Ciccarelli	Zach Navin, Secretary
Eric Schultz	

Joint Review Board

Rebecca Houseman	City Representative - Chairperson
Michael Luckey	Jefferson County
Shawna Marquardt	Madison Area Technical College
Nathan Knitt	Fort Atkinson School District
Jonah Ralston	Public Member

Section 2: Introduction and Description of District

The City plans to use Tax Incremental Financing ("TIF") as a successful economic development programming tool by providing public improvements and development incentives to encourage and promote residential and commercial development. The goal is to increase the tax base, to create and enhance economic opportunities, and to increase housing options within the City. The City works with developers and property owners to provide infrastructure improvements and incentives for development. Public infrastructure and property improvements will be financed by a combination of TIF increments and debt financing.

The Tax Increment District ("TID") is being created as a "Mixed-Use District" based on the identification and classification of the property proposed to be included in the TID. The maximum life (absent extension) of the TID is 20 years from the date of adoption.

Tax incremental financing is being proposed to encourage and support development within the District. Said financing is intended to be used for the projects outlined in this Project Plan "Plan." The District is located wholly within the City of Fort Atkinson. Any proposed and potential new development will generate additional property taxes (tax increment) that will be used to offset the cost of the public investments resulting from, or needed by, the new development. Planned or potential development projects are detailed in the Statement of Kind, Number and Location of Proposed Projects section of this Plan.

The City anticipates various public improvement project cost expenditures of approximately \$21,500,000 including financing/interest costs during the TID's 15-year expenditure period. Proposed public project improvements may include, but not limited to developer incentives in the form of cash grants or TID loans, professional and organizational services, administrative costs, and finance costs.

As a result of the creation of this TID, the City projects a preliminary and conservative cash flow analysis indicating approximately \$29,160,000 in increments. The TID increment will primarily be used to pay the debt service costs of the TID, project costs within the TID, and project development incentives. The increment may also be used for bicycle/pedestrian connections and improvements and street/sidewalk improvements within the vicinity of the district. The City projects land and improvement values (incremental value) of approximately \$90,000,000 will be created in the TID by the end of 2046. This additional value will be a result of the improvements made and projects undertaken within the TID.

Maps depicting the boundaries and existing uses and conditions of the TID are found in the respective mapping sections of this project plan.

Section 3: Summary of Findings

As required by s.66.1105 Wis. Stats., and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this TID, the development projected as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In making this determination, the City has considered the following information:
 - Development within the TID has not occurred at the pace anticipated by the City. Infrastructure and other development related expenses are not likely to be borne exclusively by private developers; therefore, the City has concluded that public investment will be required to fully achieve the City’s objectives for this area.
 - To achieve its objectives, the City has determined that it must take an active role in encouraging development by making appropriate public expenditures in the area. Without the availability of tax increment financing, these expenditures are unlikely to be made. Enhancement of this area will complement existing venues in the City, and benefit, not only the City, but all overlapping taxing jurisdictions. Accordingly, the costs to implement the needed projects and programs are appropriately funded through tax increment financing.
 - In order to make the area included within the TID suitable for development, the City will need to make a substantial investment to pay costs of some or all of the projects listed in the project plan and to maintain a rent structure that does not exceed the upper end of market levels. Due to the public investment that is required, the City has determined that development of the area will not occur at the pace or levels desired solely as a result of private investment.
2. The economic benefits of the Tax Incremental District, as measured by increased property values, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:

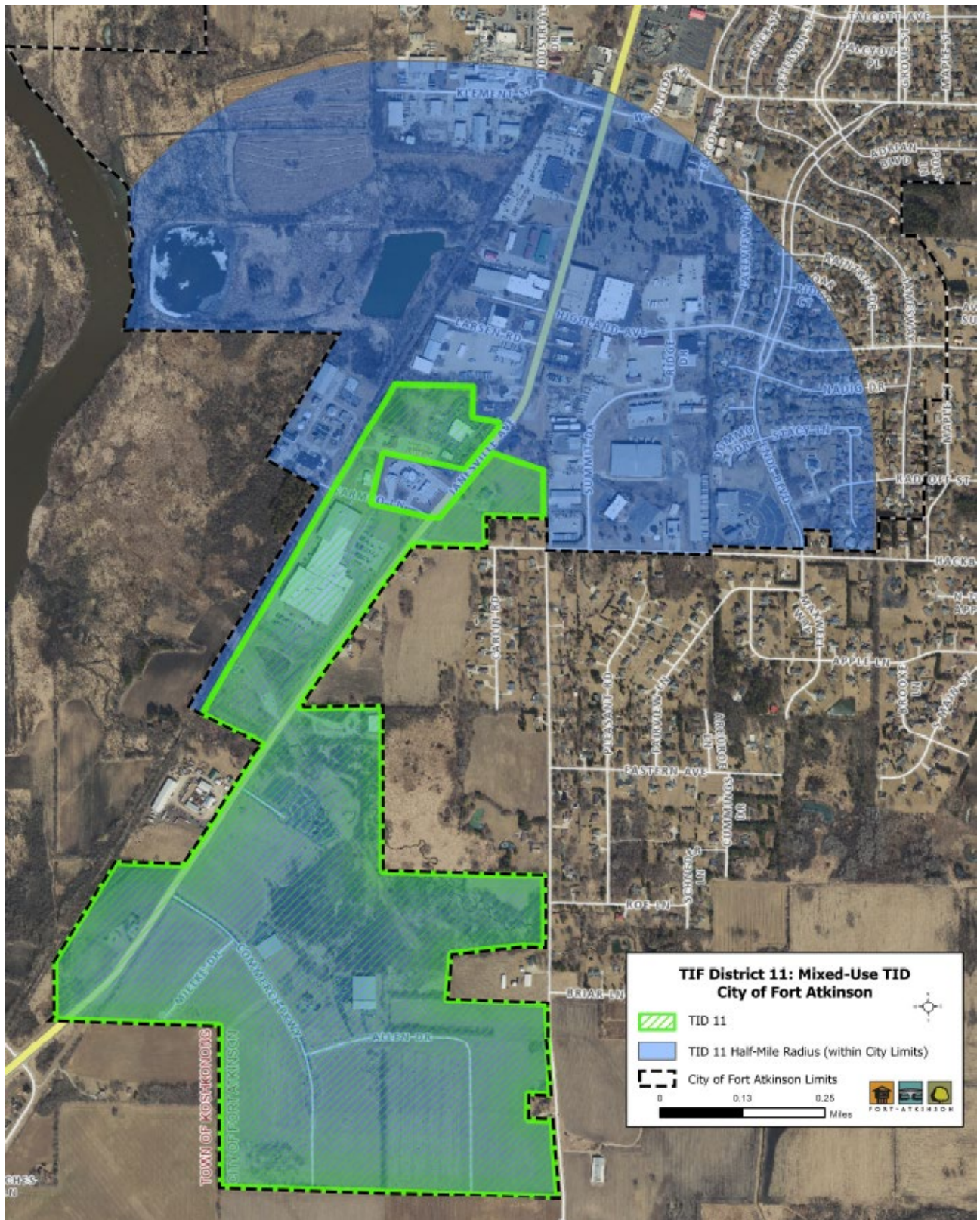
As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected and the debt issuance will be more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.

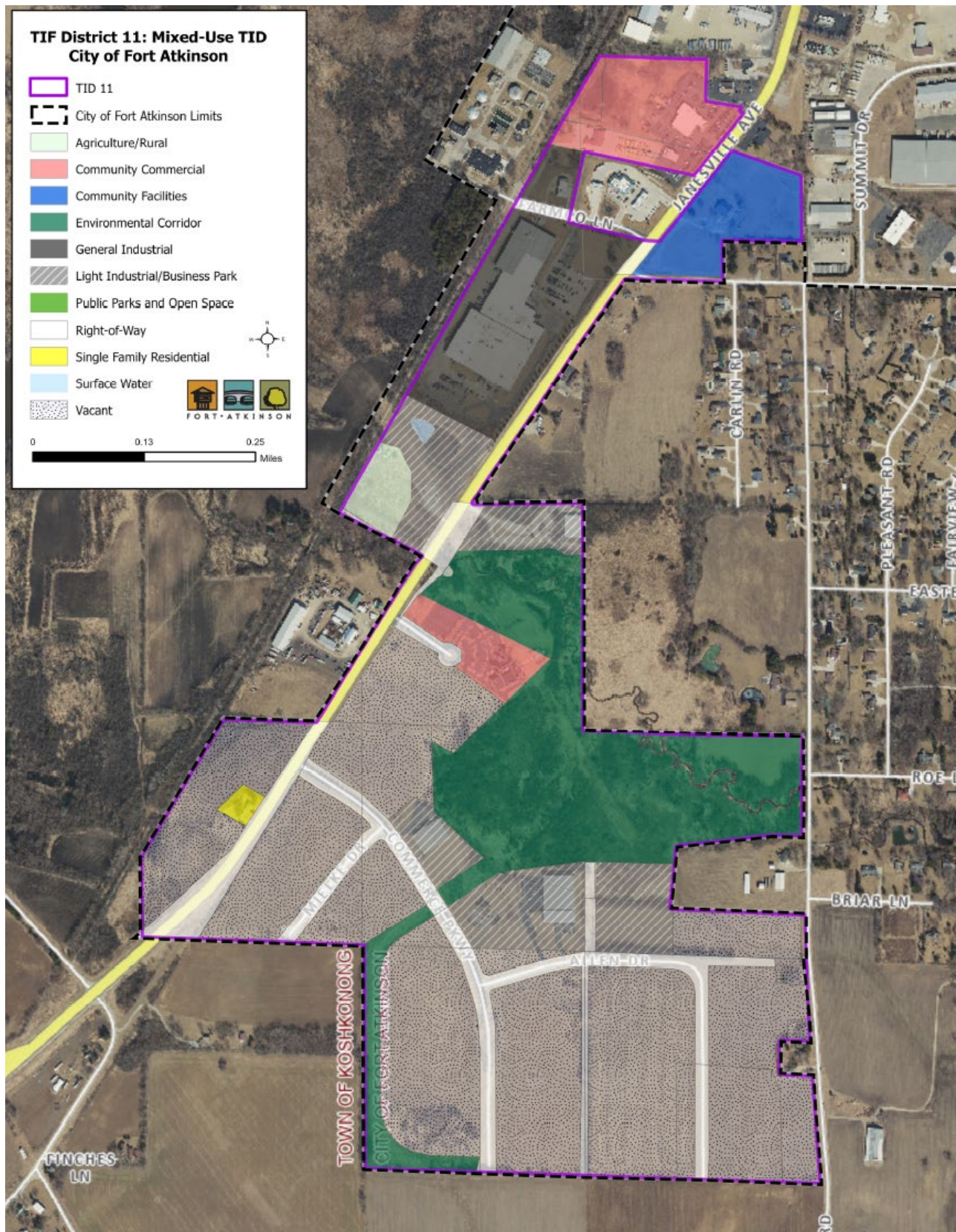
Since the development expected to occur is unlikely to take place without the use of Tax Incremental Financing (see Finding #1) and since the TID will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City reasonably concludes that the overall benefits of the TID outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the TID is not created.

4. The improvements to be made within the TID are likely to significantly enhance the value of substantially all other real property in the City surrounding the TID.
5. The equalized value of taxable property of the TID does not exceed 12% of the total equalized value of taxable property within the City.
6. The Project Plan for the TID is feasible and is in conformity with the master plan of the City.
7. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District’s maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b).
8. TID #11 encompasses approximately 249 acres, of which about 87 acres (35%) are relevant to newly platted calculation. The City confirms less than 35% percent of the district is land proposed for newly platted residential development as none of the development is expected to be newly platted.
9. The TID is being created as a Mixed-Use District. This project plan has met the definition and requirements for a Mixed-Use District. Not less than 50% of the proposed district’s area land is suitable for industrial, commercial, and residential use.

Section 5: One Half Mile Radius Map of Proposed District Boundary



Section 6: Map Showing Existing Uses and Conditions



Section 7: Preliminary Parcels List and Analysis

As of 01/01/2026 parcel list.

Key	Parcel Number	Parcel Address	Acres	Assessed Value	Est. Fair Market Value	Owner Name
1	226-0514-1741-000	No address	27.4614	\$ -	\$ -	CITY OF FORT ATKINSON
2	226-0514-1632-004	No address	1.7098	\$ -	\$ -	CITY OF FORT ATKINSON
3	226-0514-1632-003	No address	4.6078	\$ -	\$ -	CITY OF FORT ATKINSON
4	226-0514-1632-002	No address	5.9132	\$ -	\$ -	CITY OF FORT ATKINSON
5	226-0514-1714-002	No address	3.9566	\$ -	\$ -	CITY OF FORT ATKINSON
6	226-0514-1714-000	1905, CENTRAL COAST LN	11.4304	\$ 1,715,500	\$ 2,048,100	L TREE PROPERTIES LLC
7	226-0514-1742-001	1911, JANESVILLE AVE	12.6379	\$ 261,400	\$ 308,300	V&J INVESTMENT PROPERTIES LLC
8	226-0514-0933-006	1661, JANESVILLE AVE	9.6345	\$ -	\$ -	PEACE LUTHERAN CHURCH
9	226-0514-1632-001	1915, ALLEN DR	9.0259	\$ -	\$ -	CITY OF FORT ATKINSON
10	226-0514-1714-001	1815, JANESVILLE AVE	4.6159	\$ 1,140,100	\$ 1,361,200	1815CORE LLC
11	226-0514-1711-000	1700, JANESVILLE AVE	31.8413	\$ 6,294,600	\$ 7,515,000	SPACESAVER CORP
12	226-0514-1633-000	1399, POEPEL RD	17.1540	\$ -	\$ -	CITY OF FORT ATKINSON
13	226-0514-1741-002	1921, COMMERCE PKWY	3.6099	\$ 1,395,100	\$ 1,665,600	LEE A MOLDENHAUER TRUST
14	226-0514-1714-004	No address	5.0039	\$ 130,000	\$ 155,200	L TREE PROPERTIES LLC
15	226-0514-1744-001	No address	13.8293	\$ -	\$ -	CITY OF FORT ATKINSON
16	226-0514-1633-002	No address	18.0692	\$ 199,400	\$ 234,600	OSI INDUSTRIES LLC
17	226-0514-1741-004	No address	5.8076	\$ 146,000	\$ 174,300	BADGERSTORFA LLC
18	226-0514-1741-003	1901, ALLEN DR	5.1740	\$ 2,282,100	\$ 2,724,600	RME MANAGEMENT LLC
19	226-0514-1741-005	1951, COMMERCE PKWY	4.0086	\$ 883,900	\$ 1,055,300	COMMERCE PARKWAY LLC
20	226-0514-1744-000	No address	16.3268	\$ -	\$ -	CITY OF FORT ATKINSON
21	226-0514-1741-001	1901, COMMERCE PKWY	11.1994	\$ -	\$ -	CITY OF FORT ATKINSON
22	226-0514-1742-000	No address	7.7958	\$ -	\$ -	WI DEVELOPMENT PARTNERS LLC
23	226-0514-1742-003	No address	2.9864	\$ -	\$ -	WI DEVELOPMENT PARTNERS LLC
24	226-0514-0933-016	1280, FARMCO LN	2.8000	\$ 508,300	\$ 606,900	DEKE DULLERE ENTERPRISES LLC
25	226-0514-0844-002	1272, FARMCO LN	2.6490	\$ 337,600	\$ 403,100	DARYL SPOERL REAL ESTATE LLC
26	226-0514-0933-000	1642 JANESVILLE AVE	9.3520	\$ 2,247,800	\$ 2,683,600	J&F REAL ESTATE LLC
27	226-0514-0933-009	1644 JANESVILLE AVE	1.1060	\$ 226,600	\$ 270,500	J&F REAL ESTATE LLC
GRAND TOTALS			249.7067	\$ 17,768,400	\$ 21,206,300	

Section 8: Equalized Valuation Test

The following calculations demonstrate that the City is in compliance with s.66.1105(4) (gm)4.c. Wis. Stats., which requires that the equalized value of the taxable property in the proposed TID, plus the value increment of any existing Tax Incremental Districts, does not exceed 12% of the total equalized value of taxable property within the City. With TID #11, the value increment of all existing Tax Increment Districts will be approximately 4.08%.

Valuation Test Compliance Calculation

2025 Projected Equalized Valuation (TID IN)	\$ 1,555,582,500
Limit for 12% Test	\$ 186,669,900

Increment Value of Existing TIDs	\$ 42,303,600
Projected Base Value of New TID	<u>\$ 21,206,300</u>
Total Value Subject to Test	\$ 63,509,900

Compliance ($\$63,509,900 < \$186,669,900$) Meets Requirement

Section 9: Statement of Kind, Number and Location of Proposed Projects

The City expects to implement the following public project improvements. Any costs including eligible administrative costs necessary or convenient to the creation of the district or directly or indirectly related to the public works and other projects are considered "project costs" and eligible to be paid with tax increment revenues of the TID.

City of Fort Atkinson
TID #11 Project Plan & District Boundary

Project Key	TID #11 Project Name	Estimated Project Cost
1	Janesville Avenue Corridor Improvements	\$ 750,000.00
2	Water Extension - Janesville Avenue	\$ 500,000.00
3	Sanitary Sewer Interceptor	\$ 500,000.00
4	Janesville Avenue Road Improvements	\$ 3,500,000.00
5	Commerce Parkway/Janesville Avenue Intersection Improvements	\$ 250,000.00
6	City Land Purchases	\$ 2,500,000.00
7	Park/Trail Improvements	\$ 750,000.00
8	Entryway Signage Improvements	\$ 150,000.00
9	Regional Stormwater Improvements	\$ 1,200,000.00
10	Pedestrian/Bicycle Path Extensions	\$ 500,000.00
11	Road/Utility Installation	\$ 5,000,000.00
12	Direct Developer Assistance	\$ 1,500,000.00
13	Financing and Interest	\$ 4,000,000.00
14	Administrative and Organization Fees	\$ 400,000.00
TOTAL ESTIMATED PROJECT COSTS		\$ 21,500,000.00

Project Descriptions

1. Janesville Avenue Corridor Improvements – improvements may include traffic signals and/or circulation improvements, curb and gutter, stormwater infrastructure, safety improvements, intersection connections and pedestrian and bicycle improvements including sidewalks and bike lanes, per the 2025 Council-adopted Janesville Avenue Corridor Plan. Improvements may also be made within ½ mile of the TID’s boundaries.
2. Water Extension Janesville Avenue – extension of water infrastructure along Janesville Avenue to the south. There may be additional water infrastructure projects in the area as needed depending on future development needs.
3. Sanitary Sewer Interceptor – extension of sewer infrastructure and interceptor along Janesville Avenue to the south. There may be additional sewer infrastructure projects along in the area as needed depending on future development needs. Lining and improvements to existing sanitary sewer infrastructure may be made within the TID and with ½ mile of its boundaries.

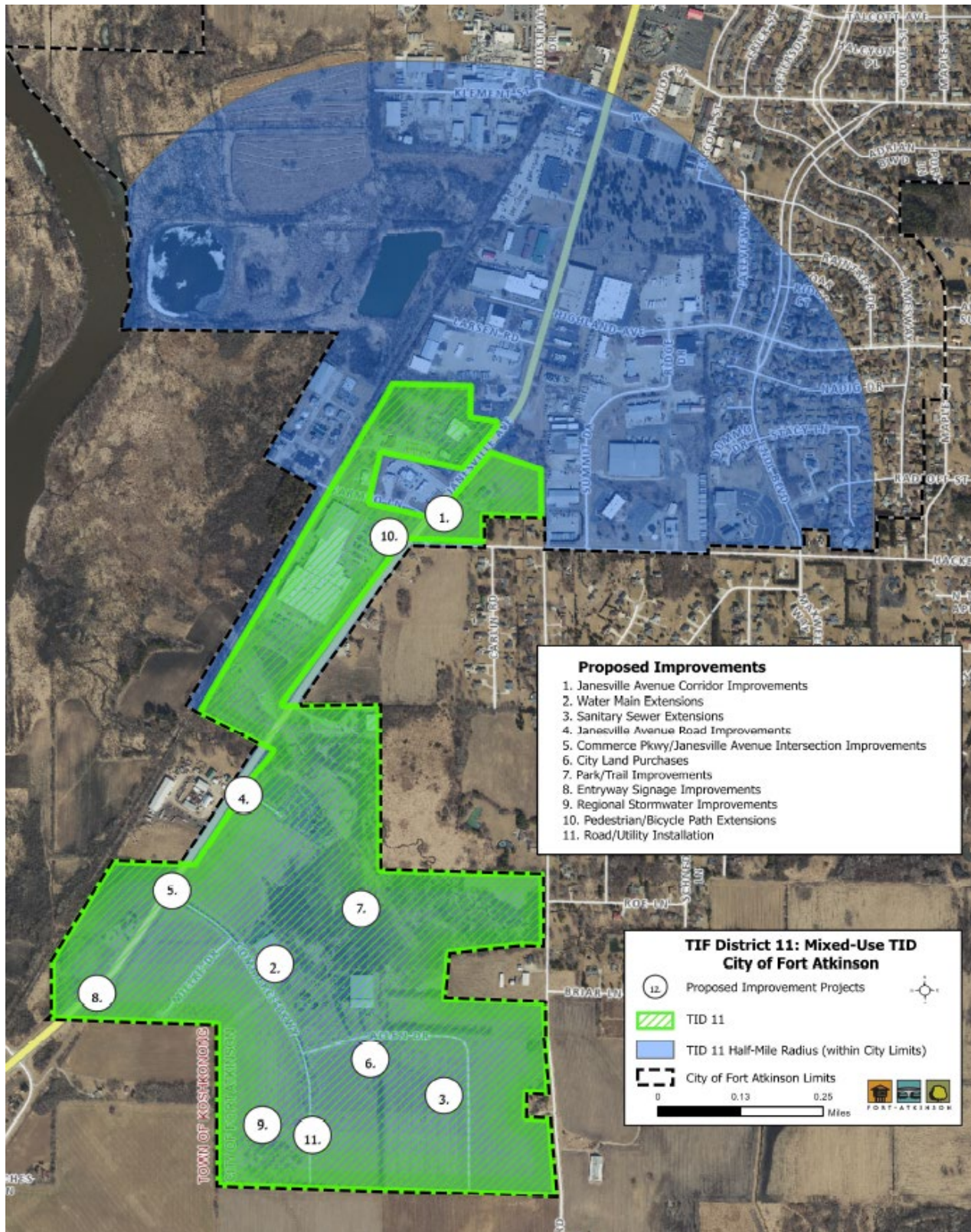
City of Fort Atkinson
TID #11 Project Plan & District Boundary

4. Janesville Avenue Road Improvements – improvements may include traffic signals and/or circulation improvements, safety improvements, and pedestrian and bicycle improvements in general, and specifically at the intersection of Janesville Avenue, Hackbarth Road, and Farmco Lane.
5. Commerce Pkwy/Janesville Avenue Intersection Improvements – this intersection may require improvements, such as signals upon introducing additional traffic, pedestrians, and bicyclists in the area due to the potential future development.
6. City Land Purchases – the City may purchase land throughout the life of the TID for public infrastructure, parkland, and/or if an opportunity arises where the purchase of land would benefit the City and the TID.
7. Park/Trail Improvements – the Business Park does not feature a park, but the area does feature conservancy zoning, which may present an opportunity for a trail system along Allen Creek, or other improvements identified in the City’s Comprehensive Plan (2022), Comprehensive Outdoor Recreation Plan (2023), or through a planned development. This may include a connection to the Glacial River Bike Trail system.
8. Entryway Signage Improvements – prepare for possible new entryway signage and/or wayfinding signage at the south end of the City.
9. Regional Stormwater Improvements – regional stormwater improvements may include public or private stormwater detention and retention within the Business Park and other areas within the TID and within ½ mile of the TID boundaries.
10. Pedestrian/Bicycle Path Extensions – Glacial River Bike trail pedestrian and bicycle path future extensions and connections may be considered.
11. Road/Utility Installation – road and utility installation projects may include the extension of Commerce Parkway to the south, Allen Drive to the east, a new unnamed road to the south of Allen Drive, a possible connection to Poeppel Road, and/or any additional public roads and utilities necessary to support the proper and responsible development of the TID, including any necessary public safety infrastructure to support communications in the area.
12. Direct Developer Assistance – Direct developer assistance and incentives may be utilized through TIF in order to take advantage possible development opportunities.
13. Financing and Interest – the cost of issuance and interest on borrowing needed for projects along with interest due to development for any developer incentive loan.

City of Fort Atkinson
TID #11 Project Plan & District Boundary

14. Administrative & Organizational Fees – City staff and consultants planning, engineering, legal, and administrative fees, along with organizational fees, Department of Revenue annual fees, and the costs associated with the creation of this TID.

Section 10: Maps Showing Proposed Improvements and Uses



Section 11: Detailed List of Project Costs

1. INFRASTRUCTURE IMPROVEMENTS	\$15,600,000
2. DEVELOPER ASSISTANCE	\$1,500,000
3. FINANCING & INTEREST	\$4,000,000
4. ADMINISTRATIVE & ORGANIZATION FEES	\$400,000
ESTIMATED TOTAL	\$21,500,000

The project cost is based on current prices and preliminary estimates. The City reserves the right to increase this cost to reflect inflationary increases and other uncontrollable circumstances between the creation of the TID and the time of construction. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on the best information available. The City retains the right to delete or pursue future projects listed in the prior paragraph, and shown on the map, or change the scope and/or timing of projects implemented as they are individually authorized by the City Council, without amending the Plan.

The City has provided a full list of projects, that would only be included in the TID in the event sufficient increment growth is expected to be generated. The City reserves the right to replace specific projects within the general categories stated in Section 9 to better meet the needs of the development as it progresses.

The Plan authorizes the expenditure of funds for project costs within a 1/2-mile radius of the TID boundary.

Section 12: Economic Feasibility

The information and exhibits contained within this project plan demonstrate that the proposed TID is economically feasible insofar as:

City of Fort Atkinson
TID #11 Project Plan & District Boundary

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of "Method of Financing and Timing of When Costs are to be Incurred" follows.
- The development anticipated to occur because of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. This Plan identifies the following: 1) the development expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the TID, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available such as debt issuance will be sufficient to pay all Project Costs.

To evaluate the economic feasibility of TID #11 it is necessary to project the amount of tax revenue that can be reasonably generated over the legal life of the TID. Included in Exhibit A is a proforma analysis of TID #11. The proforma analyzes expenses based on project plan costs of TID #11 against projected TID revenue. Tax revenue is conservatively estimated. Cash received from future TID #11 tax increments will be used to fund project costs and implementation of this Plan. In 2047, the final year of revenue collection for the TID, it is projected to have repaid all expenditures and is left with a positive surplus balance.

Section 13: Method of Financing and Timing of When Costs are to be Incurred.

The City plans to fund project costs with cash received from future TID #11 tax increments and to issue a developer grant/loan to provide direct or indirect financing for the projects to be undertaken. The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes (BAN, NAN, TAN)

The City may issue G.O. Bonds or Notes to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of G.O. and State Trust Fund Loan debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (including increment values).

Community Development Authority Lease Revenue Bonds:

Pursuant to Section 66.1335 Wisconsin Statutes (i.e., the "Community Development Authority Law") the City may issue Community Development Authority Lease Revenue Bonds to finance projects included within this Plan.

City of Fort Atkinson
TID #11 Project Plan & District Boundary

Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City's borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Tax Increment Revenue Bonds

The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City or as a Lease Revenue Bond by a Community Development Authority (CDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the cities' borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The City can issue revenue bonds to be repaid from revenues of the sewer and/or water systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond underwriters its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Board of Commissioners of Public Lands State Trust Fund Loans

The City may issue State Trust Fund Loans to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of State Trust Fund Loan and GO debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (including increment values).

Bonds Issued to Developers ("Pay as You Go" Financing)

The City may issue a bond to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over

City of Fort Atkinson
TID #11 Project Plan & District Boundary

the life of the District, the City's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds issued to developers in this fashion are not general obligations of the City and therefore do not count against the City's borrowing capacity.

Federal/State Loan and Grant Programs

The State and Federal governments often sponsor grant and loan programs that municipalities may potentially use to supplement TID expenditures or provide financing for capital costs which positively impact the district. These programs include Wisconsin Community Development Block Grants, Rural Development Administration Community Facility Loan/Grants, Transportation Economic Assistance Grants, and Economic Development Administration Grants. These programs require local match funding to ensure State and Federal participation in the project.

The actual amount of debt issuance will be determined by the City at its convenience and as dictated by the nature of the projects as they are implemented.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area, and appropriate inducements to encourage development of the area. The City anticipates making total project expenditures of approximately \$17,500,000 plus financing/interest costs to undertake the projects listed in this Project Plan. The Expenditure Period of this District is 15 years from the date of adoption of the Creation Resolution by the Common Council. The projects to be undertaken pursuant to this Project Plan are expected to be financed primarily with tax increments. The City reserves the right to alter the implementation of this Plan to accomplish this objective. Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Section 14: Annexed Property

There are no parcels located within the District that were annexed by the City during the preceding three-year period.

Section 15: Proposed Changes in Zoning Ordinances

Any changes in zoning that may take place throughout the life of the TID will be consistent with the City's Comprehensive Plan – Future Land Use Map.

Section 16: Proposed Changes in Master Plan, Map, Building Codes, and City Ordinances

The City does anticipate that the TID will require changes in the master plan, map, building codes, and City ordinances to implement this project plan. The proposed development and uses are consistent with the adopted Fort Atkinson Comprehensive Plan.

Section 17: Relocation

The City does not anticipate the need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable state statutes as required in Wisconsin Statutes Chapter 32.

Section 18: Orderly Development of the City

The creation of the TID will enable the City to undertake projects in furtherance of the stated objectives of its Comprehensive Plan and other planning documents. To this extent, the creation of the TID promotes the orderly development of the City.

Section 19: A List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the TID or are not eligible to be paid with tax increment, or costs not eligible to be paid with Tax Incremental Financing funds. The City does not anticipate any non-project costs for the TID.

Section 20: City Attorney Opinion

Exhibit B contains a signed opinion from the City attorney advising whether the project plan amendment is complete and complies with Section 66.1105(4)(f) of the Wisconsin Statutes.

City of Fort Atkinson
Tax Increment District No. 11
 Cash Flow Proforma Analysis

Background Data					Revenues			Expenditures							TID Status			Year																			
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)																				
TIF District	Inflation	Construction	TIF Increment	Tax	Tax	Advance	Total	PAYGO	Cash	Up-Front	PAYGO	Estimated	Admin	Combined	Annual	Year End																					
Valuation	Increment	Increment	Over Base	Rate	Revenue	from	Revenues	Payment to	Developer	Incentives	Payment to	Debt Service	Expenses	Expenditures	Balance	Cumulative	Cost Recovery																				
(January 1)								(Pelton)							(December 31)																						
Base Value																																					
\$18,252,200																																					
\$18,252,200	\$365,044	\$2,500,000	\$2,865,044	\$17.75		\$183,333	\$183,333	\$0	\$183,333	\$0				\$183,333	\$0	\$0	2026																				
\$21,117,244	\$422,345	\$4,250,000	\$7,537,389	\$17.75	\$0	\$366,667	\$366,667	\$0	\$366,667	\$0	\$0	\$0	\$20,000	\$386,667	(\$20,000)	(\$20,000)	2027																				
\$25,789,589	\$515,792	\$11,000,000	\$19,053,181	\$17.75	\$50,855	\$0	\$50,855	\$31,063	\$0	\$11,000	\$0	\$0	\$20,000	\$62,063	(\$11,208)	(\$31,208)	2028																				
\$37,305,381	\$746,108	\$9,000,000	\$28,799,288	\$17.75	\$133,789		\$133,789	\$83,869	\$0	\$11,000	\$0	\$0	\$20,000	\$114,869	\$18,920	(\$12,288)	2029																				
\$47,051,488	\$941,030	\$13,250,000	\$42,990,318	\$17.75	\$338,194		\$338,194	\$96,294	\$0	\$11,000	\$0	\$0	\$20,000	\$127,294	\$210,900	\$198,612	2030																				
\$61,242,518	\$1,224,850	\$10,000,000	\$54,215,168	\$17.75	\$511,187	\$375,000	\$886,187	\$145,994	\$0	\$11,000	\$0	\$663,000	\$20,000	\$839,994	\$46,194	\$244,806	2031																				
\$72,467,368	\$1,449,347	\$10,000,000	\$65,664,516	\$17.75	\$763,078		\$763,078	\$145,994	\$0	\$35,750	\$62,125	\$663,000	\$20,000	\$926,869	(\$163,791)	\$81,015	2032																				
\$83,916,716	\$1,678,334	\$10,000,000	\$77,342,850	\$17.75	\$962,319		\$962,319	\$145,994	\$0	\$35,250	\$124,250	\$663,000	\$20,000	\$988,494	\$26,175	\$54,841	2033																				
\$95,595,050	\$1,911,901	\$10,000,000	\$89,254,751	\$17.75	\$1,165,545		\$1,165,545	\$145,994	\$0	\$34,750	\$124,250	\$663,000	\$20,000	\$987,994	\$177,551	\$232,392	2034																				
\$107,506,951	\$2,150,139	\$10,000,000	\$101,404,890	\$17.75	\$1,372,836		\$1,372,836	\$145,994	\$0	\$34,250	\$124,250	\$663,000	\$20,000	\$987,494	\$385,342	\$617,734	2035																				
\$119,657,090	\$2,393,142	\$0	\$103,798,032	\$17.75	\$1,584,272		\$1,584,272	\$145,994	\$0	\$58,500	\$124,250	\$1,263,000	\$20,000	\$1,611,744	\$27,472	\$590,262	2036																				
\$122,050,232	\$2,441,005	\$0	\$106,239,037	\$17.75	\$1,799,937		\$1,799,937	\$110,113	\$0	\$107,000	\$124,250	\$1,487,500	\$20,000	\$1,848,863	(\$48,926)	\$541,336	2037																				
\$124,491,237	\$2,489,825	\$0	\$108,728,861	\$17.75	\$1,842,415		\$1,842,415	\$62,125	\$0	\$105,000	\$124,250	\$1,501,375	\$20,000	\$1,812,750	\$29,665	\$571,001	2038																				
\$126,981,061	\$2,539,621	\$0	\$111,268,482	\$17.75	\$1,885,743		\$1,885,743	\$62,125	\$0	\$103,000	\$124,250	\$1,463,125	\$20,000	\$1,772,500	\$113,243	\$684,244	2039																				
\$129,520,682	\$2,590,414	\$0	\$113,858,896	\$17.75	\$1,929,937		\$1,929,937	\$62,125	\$0	\$101,000	\$124,250	\$1,724,875	\$20,000	\$2,032,250	(\$102,313)	\$581,932	2040																				
\$132,111,096	\$2,642,222	\$0	\$116,501,118	\$17.75	\$1,975,016		\$1,975,016	\$62,125	\$0	\$0	\$124,250	\$1,723,875	\$20,000	\$1,930,250	\$44,766	\$626,697	2041																				
\$134,753,318	\$2,695,066	\$0	\$119,196,184	\$17.75	\$2,020,995		\$2,020,995	\$62,125	\$0	\$0	\$124,250	\$1,820,750	\$20,000	\$2,027,125	(\$6,130)	\$620,567	2042																				
\$137,448,384	\$2,748,968	\$0	\$121,945,152	\$17.75	\$2,067,895		\$2,067,895	\$62,125	\$0	\$0	\$124,250	\$1,861,250	\$20,000	\$2,067,625	\$270	\$620,837	2043																				
\$140,197,352	\$2,803,947	\$0	\$124,749,099	\$17.75	\$2,115,732		\$2,115,732	\$62,125	\$0	\$71,125	\$0	\$1,897,500	\$20,000	\$2,050,750	\$64,982	\$685,820	2044																				
\$143,001,299	\$2,860,026	\$0	\$127,609,125	\$17.75	\$2,164,526		\$2,164,526	\$62,125	\$0	\$0	\$0	\$2,029,500	\$20,000	\$2,111,625	\$52,901	\$738,721	2045																				
\$145,861,325	\$2,917,227	\$0	\$130,526,352	\$17.75	\$2,214,297		\$2,214,297	\$5,700	\$0	\$0	\$0	\$1,953,000	\$20,000	\$1,978,700	\$235,597	\$974,318	2046																				
\$148,778,552	\$2,975,571	\$0	\$133,501,923	\$17.75	\$2,265,062		\$2,265,062	\$0	\$0	\$375,000	\$0	\$1,876,500		\$2,251,500	\$13,562	\$987,880	Expenditures Recovered 2047																				
\$43,501,923					\$90,000,000			\$29,163,630			\$925,000			\$30,088,630			\$1,700,000			\$550,000			\$1,033,500			\$1,500,000			\$23,917,250			\$400,000			\$29,100,750		

(1) Includes \$90,000,000 in new construction increment

Section 22: Estimated Tax Increments By Taxing Entity

City of Fort Atkinson - TID # 11					
Calculation of the Growth of Estimated Tax Increments by Taxing Entity					
Revenue	Projected Increment	County	City	School District	Technical College
2026	\$ -	\$ -	\$ -	\$ -	\$ -
2027	\$ -	\$ -	\$ -	\$ -	\$ -
2028	\$ 50,855	\$ 8,104	\$ 17,206	\$ 23,827	\$ 1,717
2029	\$ 133,789	\$ 21,320	\$ 45,266	\$ 62,685	\$ 4,517
2030	\$ 338,194	\$ 53,894	\$ 114,425	\$ 158,456	\$ 11,419
2031	\$ 511,187	\$ 81,462	\$ 172,956	\$ 239,509	\$ 17,260
2032	\$ 763,078	\$ 121,603	\$ 258,181	\$ 357,529	\$ 25,765
2033	\$ 962,319	\$ 153,353	\$ 325,592	\$ 450,881	\$ 32,493
2034	\$ 1,165,545	\$ 185,739	\$ 394,352	\$ 546,099	\$ 39,355
2035	\$ 1,372,836	\$ 218,773	\$ 464,487	\$ 643,222	\$ 46,354
2036	\$ 1,584,272	\$ 252,467	\$ 536,025	\$ 742,288	\$ 53,493
2037	\$ 1,799,937	\$ 286,835	\$ 608,993	\$ 843,334	\$ 60,775
2038	\$ 1,842,415	\$ 293,604	\$ 623,365	\$ 863,237	\$ 62,209
2039	\$ 1,885,743	\$ 300,509	\$ 638,025	\$ 883,538	\$ 63,672
2040	\$ 1,929,937	\$ 307,551	\$ 652,977	\$ 904,244	\$ 65,164
2041	\$ 1,975,016	\$ 314,735	\$ 668,229	\$ 925,365	\$ 66,686
2042	\$ 2,020,995	\$ 322,062	\$ 683,786	\$ 946,908	\$ 68,239
2043	\$ 2,067,895	\$ 329,536	\$ 699,654	\$ 968,882	\$ 69,822
2044	\$ 2,115,732	\$ 337,159	\$ 715,840	\$ 991,296	\$ 71,438
2045	\$ 2,164,526	\$ 344,935	\$ 732,349	\$ 1,014,157	\$ 73,085
2046	\$ 2,214,297	\$ 352,866	\$ 749,188	\$ 1,037,477	\$ 74,766
2047	\$ 2,265,062	\$ 360,956	\$ 766,364	\$ 1,061,262	\$ 76,480
TOTALS	\$ 29,163,630	\$ 4,647,464	\$ 9,867,260	\$ 13,664,196	\$ 984,709

Section 23: Exhibit B City Attorney Opinion

LEGAL OPINION OF THE PROJECT PLAN FOR TAX INCREMENT DISTRICT NO. 11

PURPOSE

The undersigned is the attorney for the City of Fort Atkinson, Wisconsin. The purpose of this legal opinion is to comment upon the projected plan for the creation of a Tax Increment District (TID) No. 11. Said District is being created to provide for public improvements and development incentives to encourage residential and commercial development on the City's southwest side. Said TID shall be created as a Mixed-Use District.

In making this opinion, the undersigned has reviewed not only the plan itself, but pertinent official notices and other records created as a result of this proposal.

POWER TO CREATE TAX INCREMENTAL DISTRICTS

The enabling Statute to create Tax Incremental Districts is set forth in Section 66.1105(4), Wisconsin Statutes. I find that the City of Fort Atkinson has the legal authority to create the Tax Incremental District that is set forth in the aforementioned proposal. I further find that the proposed purpose of said Tax Incremental District is a proper purpose for such a District as set forth in Section 66.1105(4), Wisconsin Statutes (2019-2020).

PROCEDURE TO CREATE A TAX INCREMENTAL DISTRICT

The procedure for creation of a Tax Incremental District is set forth mainly in Section 66.1105(4), Wisconsin Statutes. I find that all required notices mandated by that provision have been properly given by the appropriate City officials.

In reviewing the plan itself, I find that it includes a statement properly listing the kind, number and location of all proposed public works or improvements. I further find that the plan contains a proper economic feasibility study, a detailed list of estimated project costs, a description of the methods of financing all estimated project costs and the time such costs will be incurred.

I further find that said proposal contains the necessary maps properly indicating the boundaries of the Tax Incremental District, the location of future improvements to be made, existing uses and conditions of real property in said District and proposed changes of existing zoning, Building Codes and City Ordinances, if any.

I further find that said proposal contains a list of estimated project costs and a statement of the method for the relocation of any person to be displaced (there are none). Finally, I find that said proposal properly indicates how the creation of the aforementioned Tax Incremental District promotes the orderly development of the City of Fort Atkinson.

**City of Fort Atkinson
TID #11 Project Plan & District Boundary**

CONCLUSION

It is the opinion of the undersigned that the aforementioned plan meets all the necessary criteria as established by the Wisconsin Statutes. As stated previously, all necessary notices have been made in a timely fashion. Before this Tax Incremental District can be formally established, the approval of the Planning Commission and Common Council of the City of Fort Atkinson as well as the Joint Review Board must be obtained if they have not already obtained.

Dated this 18 day of June, 2026.



David R. Westrick
City Attorney for the City of Fort Atkinson

Section 24: Exhibit C TID #11 Boundary Legal Description

LEGAL DESCRIPTION – TID #11

OL 2, ROBERT L KLEMENT BUSINESS PARK., OL 5, ROBERT L KLEMENT BUSINESS PARK., OL 4, ROBERT L KLEMENT BUSINESS PARK., OL 3, ROBERT L KLEMENT BUSINESS PARK., OL 1, ROBERT L KLEMENT BUSINESS PARK., LOT 1, CSM 4874-25-198, DOC 1192731. ALSO AGREE IN DOC 1416770. ALSO VAC ST IN DOC 1213949., THAT PT N 3/4 W1/2 SE1/4 LYG W OF STH 26 & S OF C&NW RR ROW EX 2.07A IN STH 26 IN 726-218. SUBJ TO 66FT ESMT. EX 1.92A IN STH26 IN 886-461, LOT 1, CSM 1337-4-316. EX E 10FT. EX .58A IN STH 26 IN 732-127., LOT 6, ROBERT L KLEMENT BUSINESS PARK., LOT 1, ROBERT L KLEMENT BUSINESS PARK., BEG NW/C CSM 576-2-394 S29DG58'W 2078.37FT, S62DG36 'E 596.39FT TO C/L STH 26, NELY ON SD C/L TO EXT OF N/L OF SD CSM, N77DG14'W850.70FT TO POB. SUBJ TO ROAD EASM IN 671-745. EX 3.02A IN STH 26 IN 731-179., LOT 7, ROBERT L KLEMENT BUSINESS PARK., LOT 4, ROBERT L KLEMENT BUSINESS PARK., LOT 1, CSM 5890-34-054, DOC 1398175., LOT 9, ROBERT L KLEMENT BUSINESS PARK., LOT 8, ROBERT L KLEMENT BUSINESS PARK., LOT 11, ROBERT L KLEMENT BUSINESS PARK., LOT 1, CSM 4323-21-241., LOT 2, CSM 4323-21-241, DOC 1096524., LOT 10, ROBERT L KLEMENT BUSINESS PARK., LOT 1, CSM 5128-27-209, DOC 1234779. EX CSM 5890-34-054, DOC 1398175., LOT 1, CSM 6066-35-210, DOC 1423726., LOT 2, CSM 6066-35-210, DOC 1423726., LOT 2, CSM 3746-17-209, DOC 1007665. ALSO COM SW/S/C, E167.98FT, N37DG04'E 783.12 FT, N37DG08'E 22.35FT, N79DG 23'W 286.83FT TO POB, N79DG 23'W 20FT, N37DG08'E 156.92 FT, S30DG14'W 149.06FT TO POB. ALSO WLY 60FT OF FOL: COM SW/S/C, E168.92FT, N37DG 08'E 378.34FT TO POB, N37DG 08'E 394.38FT, N79DG15'W 925 .34FT, S28DG16'W 364.74FT, S78DG51'E 861.92FT TO POB. EX COM SW/S/C, E167.98FT, N37DG08'E 783.12FT TO POB, N37DG08'E 22.35FT, N79DG23'W 286.83FT, S30DG14'W TO S/L LOT 2, CSM 3746-17-209, DOC

City of Fort Atkinson
TID #11 Project Plan & District Boundary

1007665, S79DG23'E TO POB., BEG 168.92FT E & 378.34FT N 37DG08'E FR SW/SEC/C, N37DG 08'E 394.38FT, N79DG15'W 925 .34FT TO C&NW RR ROW, S28DG 16'W 364.74FT, S78DG51'E 861 .92FT TO POB. EX .14A IN STH 26 IN 730-116. EX CSM 4334- 21-265. ALSO AFFIDAVIT IN 1100566. ALSO ENCROACHMENT IN 1264392. EX CSM 5351-29- 127, DOC 1295181. EX WLY 60 FT. EX COM SE/C SW1/4, N88DG 22'W 2410.76FT, N38DG40'E 380.66FT, N77DG24'W 482.88FT TO POB, N77DG24'W 42.75FT, N12DG35'E 349.23FT, S77DG47' E 229.96FT, S12DG35'W 178.76 FT, N77DG24'W 187.20FT, S12 DG35'W 172FT TO POB., CSM 382-2-152, DOC 712573. EX CSM 1004-3-499, DOC 743962.

Section 25: Disclaimer Text

Robert W. Baird & Co. Incorporated is providing this information to you for discussion purposes. The materials do not contemplate or relate to a future issuance of municipal securities. Baird is not recommending that you take any action, and this information is not intended to be regarded as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or the rules thereunder.

PLANNING COMMISSION RESOLUTION #2026-1459

Resolution Formally Adopting Proposed Project Plan and Boundaries for Tax Incremental
District No. 11

**RECOMMENDED ADOPTION OF THE PROJECT PLAN AND BOUNDARIES FOR TAX
INCREMENTAL DISTRICT NO. 11 CITY OF FORT ATKINSON, JEFFERSON COUNTY,
WISCONSIN**

WHEREAS, pursuant to Wisconsin Statutes §66.1105 the City of Fort Atkinson has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 11 ("the district") is proposed to be created as a "Mixed-Use District" pursuant to Wisconsin Statutes §66.1105(cm) indicating "mixed-use development" means development that contains a combination of industrial, commercial, or residential uses, except that lands proposed for newly platted residential use, as show in the project plan, may not exceed 35 percent, by area, of the real property within the district.

WHEREAS, a Project Plan for Tax Incremental District No. 11 has been prepared that includes the following:

1. A statement listing the kind, number, and location of proposed public works or improvements within the district.
2. An economic feasibility study.
3. A detailed list of estimated projects costs.
4. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred.
5. A map showing existing uses and conditions of real property in the district.
6. A map showing proposed improvements and uses in the district.
7. Proposed changes of zoning ordinance, master plan, map, building codes, and City Ordinances.
8. A statement of the proposed method for relocation of any person to be displaced.
9. A statement indicating how creation of the district promotes the orderly development of the City.
10. A list of estimated non-projects costs.
11. A section for the eventual insertion of a legal description.
12. A section for the eventual insertion of An Opinion of the City Attorney advising that the plan is complete and complies with Wis. Statute §66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of the public hearing by the Plan Commission was sent to the City of Fort Atkinson, Jefferson County, the School District, and Technical College which constitutes all the local governmental entities having the power to levy taxes on property located within the proposed District; and

PLANNING COMMISSION RESOLUTION #2026-1459

Resolution Formally Adopting Proposed Project Plan and Boundaries for Tax Incremental District No. 11

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 23, 2026, held a public hearing concerning the project plan and boundaries and proposed creation of the district providing interested parties a reasonable opportunity to express their views on the proposed creation of a tax incremental district and the proposed boundaries of the district.

NOW THEREFORE, BE IT RESOLVED by the Plan Commission of the City of Fort Atkinson that:

1. It recommends to the City Council that Tax Incremental District No. 11, City of Fort Atkinson, be created with boundaries as designated by Exhibit A, which is attached and incorporated herein by reference.
2. It approves the Project Plan as prepared by Robert W. Baird & Co, which is incorporated herein in its entirety by reference, and recommends its approval to the City Council.
3. Creation of the District promotes orderly development in the City; and
4. That the City Manager is hereby directed to provide the City Council with a certified copy of this Resolution upon its adoption by the Plan Commission.

Adopted on this 23rd day of June, 2026.

City of Fort Atkinson

By


Rebecca Houseman, Plan Commission Chairman

CERTIFICATION

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Fort Atkinson on the 23rd day of June.



Michelle Ebbert,
City of Fort Atkinson
City Clerk



VIA EMAIL-RETURN RECEIPT REQUESTED

June 2, 2026

Michael Luckey, County Administrator, Jefferson County
Shawna Marquardt, Dean of Regional Campuses, Madison Area Technical College
Nathan Knitt, Director of Business Services, School District of Fort Atkinson
Rebecca Houseman, City Manager, City of Fort Atkinson
Jonah Ralston, City of Fort Atkinson resident, Public Member (nominated)

RE: Notice of Public Hearing and Joint Review Board dates-Regarding Proposed Project Plan & District Boundary for Tax Incremental District No. 11 of the City of Fort Atkinson, Wisconsin

Dear Joint Review Board Member,

The City of Fort Atkinson is proposing the creation of Tax Incremental District No. 11 in the City. Pursuant to Section 66.1105 of Wisconsin Statutes, we need to hold our first meeting of the Joint Review Board within 14 days from the first public notice publication on June 9, 2026, and before the public hearing scheduled for June 23, 2026.

This letter is to inform you that a public hearing will be held on Tuesday, June 23, 2026, at 4:00 p.m. in the Fort Atkinson Municipal Building Council Chambers, 101 N. Main Street, regarding the Proposed Project Plan and District Boundary for Tax Incremental District No. 11 of the City of Fort Atkinson, Wisconsin.

The Wisconsin Tax Incremental Law provides that a Joint Review Board must be established with respect to the proposed project plan and must include members chosen by Jefferson County, Madison Area Technical College, School District of Fort Atkinson, City of Fort Atkinson and one public member chosen by a majority of the other Joint Review Board members.

The first meeting of the Joint Review Board will be held on Monday, June 22, 2026 at 3:00 p.m. in the Fort Atkinson Council Chambers, 101 N. Main Street. The purpose of the meeting will be to review the role of the Joint Review Board, elect a chairperson and a public member, and discuss the district's creation. Enclosed is a copy of the agenda for that meeting and a copy of the notice of public hearing for the Proposed Project Plan and District Boundary of Tax Incremental District No. 11.

The second Joint Review Board meeting has been scheduled for Monday, July 27, 2026 at 3:00 p.m.

Thank you for your cooperation in this important matter. If you have any questions or require further information, please contact me at 920-397-9901 or rhuseman@fortatkinsonwi.gov.

Sincerely,

Rebecca Houseman

Rebecca Houseman
City Manager

**NOTICE OF PUBLIC HEARING AND JOINT REVIEW BOARD MEETING
REGARDING THE PROPOSED PROJECT PLAN
FOR TAX INCREMENTAL DISTRICT (TID) NUMBER 11
IN THE CITY OF FORT ATKINSON, WISCONSIN**

NOTICE IS HEREBY GIVEN, that the City of Fort Atkinson will hold an organizational Joint Review Board (JRB) meeting on June 22, 2026, at 3:00 p.m. in the Municipal Building Council Chambers, located at 101 N. Main Street, Fort Atkinson, WI 53538. The purpose of this meeting is to organize a JRB to consider the proposed project plan for TID 11. The meeting is open to the public.

NOTICE IS HEREBY GIVEN, that the Plan Commission, of the City of Fort Atkinson, will hold a public hearing on June 23, 2026, at 4:00 p.m., in the Municipal Building Council Chambers, 101 N. Main Street, Fort Atkinson, WI regarding the proposed project plan for TID 11 in the City.

Access meeting online:

<https://us02web.zoom.us/j/82214860406?pwd=TEVyUVdQM05VNFVzb0E2TUNTU09> or by phone number 1-646-931-3860, Meeting ID: 822 1486 0406, Passcode: 53538. Contact Sarah Weihert at 920-397-9901 to request accommodation or access assistance

City of Fort Atkinson TID 11 includes parcels generally located in the southern part of the City along the Janesville Avenue area as well as around Commerce Parkway and Allen Drive located within the City's limits.

TID 11 will be classified as a mixed-use district based on the identification and classification of the property proposed to be included within the district.

Proposed public project improvements may include but are not limited to sanitary sewer and water system improvements, road curb and gutter, intersection, and storm water infrastructure improvements, street improvements, lighting, sidewalks, multi-use trail and park improvements, entryway signage, pedestrian and bicycle path extensions, professional and organizational services, administrative costs, and finance costs.

As part of the project plan, cash grants may be made by the City of Fort Atkinson to owners, lessees, or developers of property within TID 11.

The proposed costs include projects within the TID boundary and within a one-half mile radius of the boundary of the district.

At the public hearing, all people will be afforded a reasonable opportunity to be heard concerning the proposed project plan. A copy of the TID 11 project plan is available for inspection and will be provided upon request. Arrangements for either inspection or receipt of a copy of the project plan may be made by contacting the City Manager, Municipal Building, 101 N. Main Street, Fort Atkinson, WI 53538; Phone (920) 397-9901.

Dated the 2nd day of June 2026

Rebecca Houseman
City Manager

Publication Date: June 9, 2026 and June 16, 2026.



MEMORANDUM

DATE: July 7, 2026

TO: Fort Atkinson City Council

FROM: Zach Navin, Director of Public Works

RE: Review and possible action on S. Main Street Construction project Change Order (Navin, Director of Public Works)

BACKGROUND

On September 16, 2025 the City Council awarded the bid for S. Main Pedestrian Path Project to Rock Road Construction Company. On December 2, 2025 the City Council awarded the contract for Construction Administration to MSA.

DISCUSSION

When this project began in March of this year, MSA & Rock Road identified a design challenge on the north end of the project. From Talcott Court to Rockwell Avenue, the proposed pedestrian path was designed to be on top of the current storm sewer infrastructure. Unfortunately, the current infrastructure was not buried at least 12 inches deep, as is typical. Instead, the consultants found that the storm sewer was only a few inches beneath the soil in areas. Because of this, Rock Road did not feel comfortable installing an asphalt path over the top of the existing storm sewer where they would have to drive heavy equipment over top. MSA and City staff agreed that now is the time to correct this issue and move this section of storm sewer into the curb line. This has resulted in the need for an additional 771 feet of storm sewer infrastructure to be installed at a cost of \$174,424.79. It is important to note that MSA did write off approximately \$15,000 in design fees to acknowledge their involvement in initial design oversight.

This change order also cleans up the original contract to remove all Town of Koshkonong related items and right-sized base bid quantities that were originally arbitrarily split between the City and the Town, such as tree removal and restoration work, as well as addressing changes the City made when the Town of Koshkonong removed themselves from the project. When this occurred, design changes were required to properly end the path at City limits and provide a curb ramp to allow users and maintenance equipment to enter/exit the path at the City limits.

FINANCIAL ANALYSIS

Between the removal of the Town's portion of this project (-\$207,611.55), right sizing of base

bid quantities (+\$55,424.97), and stormwater improvements (+\$174,424.79) this change order adds a net cost of \$22,238.21. This project has exceeded the original cost estimate submitted through the DOT Grant process and all additional costs must be covered by the City. The additional stormwater costs of \$174,424.79 will be paid for out of the Stormwater Utility. The Modifications to Base Bid Quantities will be covered by Fund 5.

Change Order #01

A. Subtotal: Removal of Town Items #72-96	\$ (207,611.55)
B. Subtotal: Modifications to Base Bid Quantities	\$ 55,424.97
C. Subtotal: Change Order #01 Additional Items (#97-103)	\$ 174,424.79
Total Net Change for Change Order #01 (A + B + C)	\$ 22,238.21

RECOMMENDATION

Staff recommends the approval of S. Main St. Pedestrian Path project Change Order #1 for a cost of \$22,238.21 to be funded through the Stormwater Utility and Fund 5 (Transportation Fund), as appropriate.

ATTACHMENTS

1. 02959028 CO 1 Signed_2026.06.29

REC'D 6/8
52.26010 CO #1

CHANGE ORDER NO.: 1

Owner:	City of Fort Atkinson	Owner's Project No.:	9809466
Engineer:	MSA Professional Services	Engineer's Project No.:	02959028
Contractor:	Rock Road Companies, Inc.	Contractor's Project No.:	52.26010
Project:	S Main Street Pedestrian Path Design Project		
Contract Name:			
Date Issued:	June 2, 2026	Effective Date of Change Order:	June 2, 2026

The Contract is modified as follows upon execution of this Change Order:

Description:

Change order consisting of removal of items 72-96 from contract amount, modifications to other bid quantity for base bid items and addition of items 97-10 in repose to plan changes after base bid award.

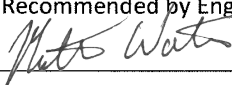
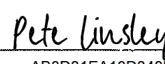
Updated Wage Rate Decisions. Additional funding forms to be completed by contractor and returned by July 30, 2025. The Wage Rate Decisions at the time of bid were not current.

Exhibit A: Updated Unit Price Summary reflecting post Change Order 1 contract pricing and totals.

Exhibit B: Contractor pricing documentation for change order items.

Exhibit C: Wage Determinations: WI20250008 – Heavy (Sewer and Water Line and Tunnel) - Modification # 1 with publication date September 12, 2025; WI20250010 – Highway – Modification # 1 with publication date September 12, 2025.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 2,723,030.53	Original Contract Times: Substantial Completion: No change Ready for final payment: No change
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ 0	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 2,723,030.53 ✓	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Increase this Change Order: \$ 22,238.21 ✓	[Increase] [Decrease] this Change Order: \$0.00 Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 2,745,268.74 ✓	Contract Times with all approved Change Orders: Substantial Completion: N/C Ready for final payment: N/C

Recommended by Engineer (if required)		Signed by: Accepted by Contractor	
By: 			
Title: Project Engineer, MSA		AB0D31EA10D348B... Project Manager	
Date: 6/29/2026		6/29/2026	
Authorized by Owner		Approved by Funding Agency (if applicable)	
By: _____		_____	
Title: _____		_____	
Date: _____		_____	

CHANGE ORDER #01

SUMMARY OF CHANGES

Owner: City of Fort Atkinson
 Engineer: MSA Professional Services
 Contractor: Hard Rock Sawing & Drilling
 Project: S Main Street Pedestrian Path Design
 Contract: Road Reconstruction and Utility Improvements

Owner's Project No.:
 Engineer's Project No.: 02959028
 Contractor's Project No.:

Publication Date: 06/02/26

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Contract Information				Item Information				Item Information			
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (G X I) (\$)	Item Quantity Change (G - C)	Units	Unit Price (\$)	Value of Bid Item (K X M) (\$)
Original Contract						Change Order 1				Change Order 1 Net Change			
1	Mobilization, bonds and insurance	1.00	LS	\$ 175,000.00	\$ 175,000.00	1.00	LS	\$ 175,000.00	\$ 175,000.00	-	LS	\$ 175,000.00	\$ -
2	Traffic control & protection	1.00	LS	\$ 10,000.00	\$ 10,000.00	1.00	LS	\$ 10,000.00	\$ 10,000.00	-	LS	\$ 10,000.00	\$ -
3	Erosion and sediment control	1.00	LS	\$ 10,650.00	\$ 10,650.00	1.00	LS	\$ 10,650.00	\$ 10,650.00	-	LS	\$ 10,650.00	\$ -
4	Unclassified excavation	1.00	LS	\$ 64,000.00	\$ 64,000.00	1.00	LS	\$ 64,000.00	\$ 64,000.00	-	LS	\$ 64,000.00	\$ -
5	Seeding and restoration	7,500.00	SY	\$ 7.41	\$ 55,575.00	8,323.00	SY	\$ 7.41	\$ 61,673.43	823.00	SY	\$ 7.41	\$ 6,098.43
6	Tree removal	16.00	EA	\$ 500.00	\$ 8,000.00	27.00	EA	\$ 500.00	\$ 13,500.00	11.00	EA	\$ 500.00	\$ 5,500.00
7	Clearing & Grubbing	1.00	LS	\$ 1,500.00	\$ 1,500.00	1.00	LS	\$ 1,500.00	\$ 1,500.00	-	LS	\$ 1,500.00	\$ -
8	Temporary Mailboxes	1.00	LS	\$ 1,500.00	\$ 1,500.00	1.00	LS	\$ 1,500.00	\$ 1,500.00	-	LS	\$ 1,500.00	\$ -
9	Salvage Sign	9.00	EA	\$ 300.00	\$ 2,700.00	9.00	EA	\$ 300.00	\$ 2,700.00	-	EA	\$ 300.00	\$ -
10	Watermain, C900 8-inch	2,515.00	LF	\$ 100.90	\$ 253,763.50	2,563.00	LF	\$ 100.90	\$ 258,606.70	48.00	LF	\$ 100.90	\$ 4,843.20
11	Watermain, C900 6-inch	125.00	LF	\$ 127.84	\$ 15,980.00	147.00	LF	\$ 127.84	\$ 18,792.48	22.00	LF	\$ 127.84	\$ 2,812.48
12	Gate Valve 8-inch	10.00	EA	\$ 3,325.53	\$ 33,255.30	11.00	EA	\$ 3,325.53	\$ 36,580.83	1.00	EA	\$ 3,325.53	\$ 3,325.53
13	Gate Valve 6-inch	7.00	EA	\$ 2,420.69	\$ 16,944.83	8.00	EA	\$ 2,420.69	\$ 19,365.52	1.00	EA	\$ 2,420.69	\$ 2,420.69
14	DI Cross 8-In x 8-In	1.00	EA	\$ 1,533.10	\$ 1,533.10	1.00	EA	\$ 1,533.10	\$ 1,533.10	-	EA	\$ 1,533.10	\$ -
15	DI Tee 8-In x 8-In	4.00	EA	\$ 1,215.31	\$ 4,861.24	4.00	EA	\$ 1,215.31	\$ 4,861.24	-	EA	\$ 1,215.31	\$ -
16	DI Tee 8-In x 6-In	7.00	EA	\$ 1,221.66	\$ 8,551.62	7.00	EA	\$ 1,221.66	\$ 8,551.62	-	EA	\$ 1,221.66	\$ -
17	DI Reducer 8-In x 6-In	2.00	EA	\$ 846.67	\$ 1,693.34	3.00	EA	\$ 846.67	\$ 2,540.01	1.00	EA	\$ 846.67	\$ 846.67
18	DI 45-Degree Bend	3.00	EA	\$ 909.07	\$ 2,727.21	2.00	EA	\$ 909.07	\$ 1,818.14	(1.00)	EA	\$ 909.07	\$ (909.07)
19	DI 22.5-Degree Bend	4.00	EA	\$ 905.61	\$ 3,622.44	4.00	EA	\$ 905.61	\$ 3,622.44	-	EA	\$ 905.61	\$ -
20	Hydrant, Complete	7.00	EA	\$ 9,839.94	\$ 68,879.58	7.00	EA	\$ 9,839.94	\$ 68,879.58	-	EA	\$ 9,839.94	\$ -
21	Saddle with 1-Inch Corporation and Tap	28.00	EA	\$ 699.28	\$ 19,579.84	28.00	EA	\$ 699.28	\$ 19,579.84	-	EA	\$ 699.28	\$ -
22	1-Inch Curb Stop and Box	28.00	EA	\$ 754.75	\$ 21,133.00	28.00	EA	\$ 754.75	\$ 21,133.00	-	EA	\$ 754.75	\$ -
23	Water Service, 1-Inch Copper	1,040.00	LF	\$ 108.50	\$ 112,840.00	1,040.00	LF	\$ 108.50	\$ 112,840.00	-	LF	\$ 108.50	\$ -
24	Insulation	384.00	SF	\$ 1.94	\$ 744.96	1,120.00	SF	\$ 1.94	\$ 2,172.80	736.00	SF	\$ 1.94	\$ 1,427.84
25	Watermain Trench Backfill	2,692.00	TF	\$ 18.12	\$ 48,779.04	2,769.00	TF	\$ 18.12	\$ 50,174.28	77.00	TF	\$ 18.12	\$ 1,395.24
26	Connection to Existing	12.00	EA	\$ 3,985.24	\$ 47,822.88	13.00	EA	\$ 3,985.24	\$ 51,808.12	1.00	EA	\$ 3,985.24	\$ 3,985.24
27	Dewatering	1.00	LS	\$ 0.01	\$ 0.01	1.00	LS	\$ 0.01	\$ 0.01	-	LS	\$ 0.01	\$ -
28	Remove Existing Hydrant	5.00	EA	\$ 1,367.00	\$ 6,835.00	5.00	EA	\$ 1,367.00	\$ 6,835.00	-	EA	\$ 1,367.00	\$ -
29	Abandon Existing Watermain	1.00	LS	\$ 8,592.40	\$ 8,592.40	1.00	LS	\$ 8,592.40	\$ 8,592.40	-	LS	\$ 8,592.40	\$ -
30	Sanitary sewer spot repair	1.00	LS	\$ 11,109.85	\$ 11,109.85	1.00	LS	\$ 11,109.85	\$ 11,109.85	-	LS	\$ 11,109.85	\$ -
31	Manhole Maintenance	1.00	EA	\$ 2,830.54	\$ 2,830.54	1.00	EA	\$ 2,830.54	\$ 2,830.54	-	EA	\$ 2,830.54	\$ -
32	Remove and Replace Existing Manhole	2.00	EA	\$ 9,698.16	\$ 19,396.32	2.00	EA	\$ 9,698.16	\$ 19,396.32	-	EA	\$ 9,698.16	\$ -
33	Remove and Replace Manhole Castings and Adjustment Rings	4.00	EA	\$ 1,563.24	\$ 6,252.96	4.00	EA	\$ 1,563.24	\$ 6,252.96	-	EA	\$ 1,563.24	\$ -
34	Storm Sewer, RCP 12 inch	720.00	LF	\$ 135.20	\$ 97,344.00	790.00	LF	\$ 135.20	\$ 106,808.00	70.00	LF	\$ 135.20	\$ 9,464.00
35	Storm Sewer, RCP 15 inch	193.00	LF	\$ 137.56	\$ 26,549.08	234.00	LF	\$ 137.56	\$ 32,169.04	41.00	LF	\$ 137.56	\$ 5,639.96
36	Storm Sewer, RCP 18 inch	1,528.00	LF	\$ 116.38	\$ 177,828.64	1,212.00	LF	\$ 116.38	\$ 141,052.66	(316.00)	LF	\$ 116.38	\$ (36,776.08)
37	Apron Endwall, RCP 12 inch	1.00	EA	\$ 1,384.56	\$ 1,384.56	-	EA	\$ 1,384.56	\$ -	(1.00)	EA	\$ 1,384.56	\$ (1,384.56)
38	Apron Endwall, RCP 15 inch	2.00	EA	\$ 1,439.91	\$ 2,879.82	-	EA	\$ 1,439.91	\$ -	(2.00)	EA	\$ 1,439.91	\$ (2,879.82)

CHANGE ORDER #01

SUMMARY OF CHANGES

Owner: City of Fort Atkinson
 Engineer: MSA Professional Services
 Contractor: Hard Rock Sawing & Drilling
 Project: S Main Street Pedestrian Path Design
 Contract: Road Reconstruction and Utility Improvements

Owner's Project No.:
 Engineer's Project No.: 02959028
 Contractor's Project No.:

Publication Date: 06/02/26

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Contract Information				Item Information				Item Information			
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (G X I) (\$)	Item Quantity Change (G - C)	Units	Unit Price (\$)	Value of Bid Item (K X M) (\$)
39	Apron Endwall, RCP 18 inch	4.00	EA	\$ 2,440.73	\$ 9,762.92	-	EA	\$ 2,440.73	\$ -	(4.00)	EA	\$ 2,440.73	\$ (9,762.92)
40	Storm Inlet Removal	7.00	EA	\$ 900.26	\$ 6,301.82	13.00	EA	\$ 900.26	\$ 11,703.38	6.00	EA	\$ 900.26	\$ 5,401.56
41	Storm Pipe Removal	142.00	LF	\$ 28.01	\$ 3,977.42	1,384.00	LF	\$ 28.01	\$ 38,765.84	1,242.00	LF	\$ 28.01	\$ 34,788.42
42	Storm Manhole 48-Inch	6.00	EA	\$ 4,315.58	\$ 25,893.48	15.00	EA	\$ 4,315.58	\$ 64,733.70	9.00	EA	\$ 4,315.58	\$ 38,840.22
43	Storm Manhole 36-Inch	5.00	EA	\$ 3,897.57	\$ 19,487.85	5.00	EA	\$ 3,897.57	\$ 19,487.85	-	EA	\$ 3,897.57	\$ -
44	Storm Inlet, 2x3, Replace	7.00	EA	\$ 3,596.11	\$ 25,172.77	-	EA	\$ 3,596.11	\$ -	(7.00)	EA	\$ 3,596.11	\$ (25,172.77)
45	Storm Inlet, 2x3	21.00	EA	\$ 4,155.36	\$ 87,262.56	19.00	EA	\$ 4,155.36	\$ 78,951.84	(2.00)	EA	\$ 4,155.36	\$ (8,310.72)
46	Connection to Existing Storm	6.00	EA	\$ 1,599.00	\$ 9,594.00	7.00	EA	\$ 1,599.00	\$ 11,193.00	1.00	EA	\$ 1,599.00	\$ 1,599.00
47	Topsoil Stripping	4,400.00	SY	\$ 8.99	\$ 39,556.00	4,400.00	SY	\$ 8.99	\$ 39,556.00	-	SY	\$ 8.99	\$ -
48	Pulverize existing asphaltic pavement	12,815.00	SY	\$ 0.56	\$ 7,176.40	12,815.00	SY	\$ 0.56	\$ 7,176.40	-	SY	\$ 0.56	\$ -
49	Regrade pulverized material	16,480.00	SY	\$ 3.32	\$ 54,713.60	16,480.00	SY	\$ 3.32	\$ 54,713.60	-	SY	\$ 3.32	\$ -
50	Remove existing curb	4,620.00	LF	\$ 6.41	\$ 29,814.20	4,827.00	LF	\$ 6.41	\$ 30,941.07	207.00	LF	\$ 6.41	\$ 1,326.87
51	30-Inch Concrete Curb & Gutter	4,740.00	LF	\$ 19.50	\$ 92,430.00	5,081.00	LF	\$ 19.50	\$ 99,079.50	341.00	LF	\$ 19.50	\$ 6,649.50
52	Concrete Sidewalk Aprons, 6-Inch Thick	1,350.00	SF	\$ 12.57	\$ 16,969.50	1,433.00	SF	\$ 12.57	\$ 18,012.81	83.00	SF	\$ 12.57	\$ 1,043.31
53	Detectable Warning Fields	285.00	SF	\$ 57.50	\$ 16,387.50	305.00	SF	\$ 57.50	\$ 17,537.50	20.00	SF	\$ 57.50	\$ 1,150.00
54	Dense Graded Base	3,200.00	TONS	\$ 19.04	\$ 60,928.00	3,200.00	TONS	\$ 19.04	\$ 60,928.00	-	TONS	\$ 19.04	\$ -
55	Asphaltic Path (3 Inch Thick)	925.00	TONS	\$ 90.00	\$ 83,250.00	925.00	TONS	\$ 90.00	\$ 83,250.00	-	TONS	\$ 90.00	\$ -
56	Driveway Sawcut	465.00	LF	\$ 1.40	\$ 651.00	465.00	LF	\$ 1.40	\$ 651.00	-	LF	\$ 1.40	\$ -
57	Driveway Concrete Removal	2,090.00	SF	\$ 2.68	\$ 5,601.20	2,090.00	SF	\$ 2.68	\$ 5,601.20	-	SF	\$ 2.68	\$ -
58	Driveway Asphalt Removal	5,755.00	SF	\$ 1.56	\$ 8,977.80	5,755.00	SF	\$ 1.56	\$ 8,977.80	-	SF	\$ 1.56	\$ -
59	Excavation Below Subgrade (EBS)	1,055.00	CY	\$ 22.44	\$ 23,674.20	1,055.00	CY	\$ 22.44	\$ 23,674.20	-	CY	\$ 22.44	\$ -
60	3-Inch Breaker w/ Fabric (EBS)	1,055.00	CY	\$ 38.92	\$ 41,060.60	1,055.00	CY	\$ 38.92	\$ 41,060.60	-	CY	\$ 38.92	\$ -
61	Asphaltic Binder (2 1/4-Inch Thick)	965.00	TONS	\$ 69.50	\$ 67,067.50	965.00	TONS	\$ 69.50	\$ 67,067.50	-	TONS	\$ 69.50	\$ -
62	Asphaltic Surface (1 3/4-Inch Thick)	750.00	TONS	\$ 84.20	\$ 63,150.00	750.00	TONS	\$ 84.20	\$ 63,150.00	-	TONS	\$ 84.20	\$ -
63	Concrete Sidewalk (4-Inch Thick)	560.00	SF	\$ 11.15	\$ 6,244.00	745.00	SF	\$ 11.15	\$ 8,306.75	185.00	SF	\$ 11.15	\$ 2,062.75
64	Driveway Concrete Pavement (6-Inch Thick)	7,020.00	SF	\$ 10.71	\$ 75,184.20	7,020.00	SF	\$ 10.71	\$ 75,184.20	-	SF	\$ 10.71	\$ -
65	Driveway Asphalt Pavement (3-Inch Thick)	67.00	TONS	\$ 255.00	\$ 17,085.00	67.00	TONS	\$ 255.00	\$ 17,085.00	-	TONS	\$ 255.00	\$ -
66	Pulverize, regrade & remove existing asphaltic pavement	9,550.00	SY	\$ 0.60	\$ 5,730.00	9,550.00	SY	\$ 0.60	\$ 5,730.00	-	SY	\$ 0.60	\$ -
67	Regrade pulverized material	9,670.00	SY	\$ 3.46	\$ 33,458.20	9,670.00	SY	\$ 3.46	\$ 33,458.20	-	SY	\$ 3.46	\$ -
68	Excavation Below Subgrade (EBS)	695.00	CY	\$ 22.44	\$ 15,595.80	695.00	CY	\$ 22.44	\$ 15,595.80	-	CY	\$ 22.44	\$ -
69	3-Inch Breaker w/ Fabric (EBS)	695.00	CY	\$ 38.92	\$ 27,049.40	695.00	CY	\$ 38.92	\$ 27,049.40	-	CY	\$ 38.92	\$ -
70	Asphaltic Binder (2 1/4-Inch Thick)	1,360.00	TONS	\$ 69.50	\$ 94,520.00	1,360.00	TONS	\$ 69.50	\$ 94,520.00	-	TONS	\$ 69.50	\$ -
71	Asphaltic Surface (1 3/4-Inch Thick)	1,060.00	TONS	\$ 84.20	\$ 89,252.00	1,060.00	TONS	\$ 84.20	\$ 89,252.00	-	TONS	\$ 84.20	\$ -
72	Mobilization, bonds and insurance	1.00	LS	\$ 9,000.00	\$ 9,000.00	-	LS	\$ 9,000.00	\$ -	(1.00)	LS	\$ 9,000.00	\$ (9,000.00)
73	Traffic control & protection	1.00	LS	\$ 600.00	\$ 600.00	-	LS	\$ 600.00	\$ -	(1.00)	LS	\$ 600.00	\$ (600.00)
74	Erosion and sediment control	1.00	LS	\$ 3,150.00	\$ 3,150.00	-	LS	\$ 3,150.00	\$ -	(1.00)	LS	\$ 3,150.00	\$ (3,150.00)
75	Unclassified excavation	1.00	LS	\$ 14,000.00	\$ 14,000.00	-	LS	\$ 14,000.00	\$ -	(1.00)	LS	\$ 14,000.00	\$ (14,000.00)
76	Seeding and restoration	7,500.00	SY	\$ 7.41	\$ 55,575.00	-	SY	\$ 7.41	\$ -	(7,500.00)	SY	\$ 7.41	\$ (55,575.00)
77	Tree removal	16.00	EA	\$ 500.00	\$ 8,000.00	-	EA	\$ 500.00	\$ -	(16.00)	EA	\$ 500.00	\$ (8,000.00)
78	Clearing & Grubbing	1.00	LS	\$ 1,500.00	\$ 1,500.00	-	LS	\$ 1,500.00	\$ -	(1.00)	LS	\$ 1,500.00	\$ (1,500.00)
79	Topsoil Stripping	1,850.00	SY	\$ 5.83	\$ 10,785.50	-	SY	\$ 5.83	\$ -	(1,850.00)	SY	\$ 5.83	\$ (10,785.50)
80	Temporary Mailboxes	1.00	LS	\$ 1,800.00	\$ 1,800.00	-	LS	\$ 1,800.00	\$ -	(1.00)	LS	\$ 1,800.00	\$ (1,800.00)

Base Bid vs CO1

EJCDC C-620 Contractor's Application for Payment
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2 of 4

CHANGE ORDER #01

SUMMARY OF CHANGES

Owner: City of Fort Atkinson
 Engineer: MSA Professional Services
 Contractor: Hard Rock Sawing & Drilling
 Project: S Main Street Pedestrian Path Design
 Contract: Road Reconstruction and Utility Improvements

Owner's Project No.:
 Engineer's Project No.: 02959028
 Contractor's Project No.:

Publication Date: 06/02/26

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Contract Information				Item Information				Item Information			
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (G X I) (\$)	Item Quantity Change (G - C)	Units	Unit Price (\$)	Value of Bid Item (K X M) (\$)
81	Concrete Sidewalk Aprons, 6-Inch Thick	100.00	SF	\$ 12.57	\$ 1,257.00	-	SF	\$ 12.57	\$ -	(100.00)	SF	\$ 12.57	\$ (1,257.00)
82	Detectable Warning Fields	20.00	SF	\$ 57.50	\$ 1,150.00	-	SF	\$ 57.50	\$ -	(20.00)	SF	\$ 57.50	\$ (1,150.00)
83	Excavation Below Subgrade (EBS)	30.00	CY	\$ 27.05	\$ 811.50	-	CY	\$ 27.05	\$ -	(30.00)	CY	\$ 27.05	\$ (811.50)
84	3-Inch Breaker w/ Fabric (EBS)	30.00	CY	\$ 41.93	\$ 1,257.90	-	CY	\$ 41.93	\$ -	(30.00)	CY	\$ 41.93	\$ (1,257.90)
85	Dense Graded Base	450.00	TONS	\$ 17.63	\$ 7,933.50	-	TONS	\$ 17.63	\$ -	(450.00)	TONS	\$ 17.63	\$ (7,933.50)
86	Asphaltic Path (3-Inch Thick)	115.00	TONS	\$ 90.00	\$ 10,350.00	-	TONS	\$ 90.00	\$ -	(115.00)	TONS	\$ 90.00	\$ (10,350.00)
87	Driveway Sawcut	100.00	LF	\$ 1.40	\$ 140.00	-	LF	\$ 1.40	\$ -	(100.00)	LF	\$ 1.40	\$ (140.00)
88	Driveway Asphalt Removal	2,435.00	SF	\$ 1.56	\$ 3,798.60	-	SF	\$ 1.56	\$ -	(2,435.00)	SF	\$ 1.56	\$ (3,798.60)
89	Driveway Pavement (3-Inch Thick)	40.00	TONS	\$ 255.00	\$ 10,200.00	-	TONS	\$ 255.00	\$ -	(40.00)	TONS	\$ 255.00	\$ (10,200.00)
90	Pulverize existing asphaltic pavement	1,925.00	SY	\$ 1.05	\$ 2,021.25	-	SY	\$ 1.05	\$ -	(1,925.00)	SY	\$ 1.05	\$ (2,021.25)
91	Regrade Pulverized Material	2,825.00	SY	\$ 3.46	\$ 9,774.50	-	SY	\$ 3.46	\$ -	(2,825.00)	SY	\$ 3.46	\$ (9,774.50)
92	Excavation Below Subgrade (EBS)	140.00	CY	\$ 23.13	\$ 3,238.20	-	CY	\$ 23.13	\$ -	(140.00)	CY	\$ 23.13	\$ (3,238.20)
93	3-Inch Breaker w/ Fabric (EBS)	140.00	CY	\$ 39.70	\$ 5,558.00	-	CY	\$ 39.70	\$ -	(140.00)	CY	\$ 39.70	\$ (5,558.00)
94	Dense Graded Base	870.00	TONS	\$ 17.63	\$ 15,338.10	-	TONS	\$ 17.63	\$ -	(870.00)	TONS	\$ 17.63	\$ (15,338.10)
95	Asphaltic Binder (2 1/4-Inch Thick)	225.00	TONS	\$ 69.50	\$ 15,637.50	-	TONS	\$ 69.50	\$ -	(225.00)	TONS	\$ 69.50	\$ (15,637.50)
96	Asphaltic Surface (1 3/4-Inch Thick)	175.00	TONS	\$ 84.20	\$ 14,735.00	-	TONS	\$ 84.20	\$ -	(175.00)	TONS	\$ 84.20	\$ (14,735.00)
Base Bid Contract Totals					\$ 2,723,030.53				\$ 2,570,843.95				\$ (152,186.58)

CHANGE ORDER #01 SUMMARY OF CHANGES

Owner:	City of Fort Atkinson	Owner's Project No.:	
Engineer:	MSA Professional Services	Engineer's Project No.:	02959028
Contractor:	Hard Rock Sawing & Drilling	Contractor's Project No.:	
Project:	S Main Street Pedestrian Path Design		
Contract:	Road Reconstruction and Utility Improvements		

Publication Date: 06/02/26

A	B	C	D	E	F	G	H	I	J	K	L	M	N	
Bid Item No.	Description	Contract Information				Item Information				Item Information				
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (G X I) (\$)	Item Quantity Change (G - C)	Units	Unit Price (\$)	Value of Bid Item (K X M) (\$)	
Change Order #01						Change Order #01 Net Change								
97	CO1: Storm Sewer, HDPE 6-Inch					107.00	LF	\$ 110.88	\$ 11,864.16	107.00	LF	\$ 110.88	\$ 11,864.16	
98	CO1: Storm Sewer, HDPE 8-Inch					75.00	LF	\$ 114.43	\$ 8,582.25	75.00	LF	\$ 114.43	\$ 8,582.25	
99	CO1: Storm Sewer, RCP 24-Inch					771.00	LF	\$ 139.17	\$ 107,300.07	771.00	LF	\$ 139.17	\$ 107,300.07	
100	CO1: Storm Sewer, HERCP 14-Inch x 23-Inch					208.00	LF	\$ 167.17	\$ 34,771.36	208.00	LF	\$ 167.17	\$ 34,771.36	
101	CO1: 48-Inch Manhole Increase					15.00	EA	\$ 56.13	\$ 841.95	15.00	EA	\$ 56.13	\$ 841.95	
102	CO1: Additional Erosion Control					1.00	LS	\$ 1,750.00	\$ 1,750.00	1.00	LS	\$ 1,750.00	\$ 1,750.00	
103	CO1: Hand Poured Curb					207.00	LF	\$ 45.00	\$ 9,315.00	207.00	LF	\$ 45.00	\$ 9,315.00	
Change Order Totals						\$ -				Change Order #01 Totals				\$ 174,424.79
										Change Order #01 Total Change				\$ 174,424.79
Base Bid Contract Total						\$ 2,723,030.53				Change Order #01 Contract Total				\$ 2,745,268.74
										Change Order #01 Contract Total Net Change				\$ 22,238.21

Change Order #01	
A. Subtotal: Removal of Town Items #72-96	\$ (207,611.55)
B. Subtotal: Modifications to Base Bid Quantities	\$ 55,424.97
C. Subtotal: Change Order #01 Additional Items (#97-103)	\$ 174,424.79
Total Net Change for Change Order #01 (A + B + C)	\$ 22,238.21



ROCK ROAD COMPANIES, INC.

• P.O. Box 1818 • Janesville, WI 53547-1818 • Phone (608) 752-8944 • Fax: (608) 365-1113

To:	Fort Atkinson, City Of	Contact:	
Address:	101 N. MAIN STREET Fort Atkinson, WI 53538	Phone:	(920) 563-7760
		Fax:	(920) 563-7776
Project Name:	Fort Atkinson, City Of - S. Main Street Ped. Path (CO 1 REV)	Bid Number:	52.26010.99004
Project Location:	Fort Atkinson, WI	Bid Date:	4/21/2026
Addendum #:	2		

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	97	CO1: Storm Sewer, HDPE 6-inch	107.00	LF	\$110.88	\$11,864.16
	98	CO1: Storm Sewer, HDPE 8-Inch	75.00	LF	\$114.43	\$8,582.25
	99	CO1: Storm Sewer, RCP 24-Inch	771.00	LF	\$139.17	\$107,300.07
	100	CO1: Storm Sewer, HERCP 14-Inch X 23-Inch	208.00	LF	\$167.17	\$34,771.36
	101	CO1: 48-Inch Manhole Increase	15.00	EACH	\$56.13	\$841.95
	102	CO1: Additional Erosion Control	1.00	LS	\$1,750.00	\$1,750.00
	103	CO1: Hand Poured Curb	207.00	LF	\$45.00	\$9,315.00
Total Price for above Items:						\$174,424.79

Total Bid Price: \$174,424.79

Payment Terms:

Payment requested upon substantial completion of work. Net 10 days. Finance Charge - 1.5% per month, 18% annually.

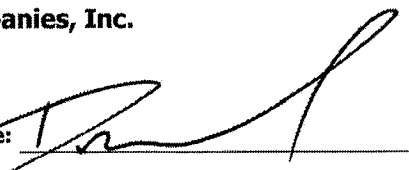
ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Rock Road Companies, Inc. Authorized Signature:  Estimator: Dan Huml 608-931-8734 dhuml@rockroads.com
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Exhibit C

"General Decision Number: WI20250008 09/12/2025

Superseded General Decision Number: WI20240008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025

2	02/21/2025
3	05/23/2025
4	06/06/2025
5	06/27/2025
6	07/04/2025
7	07/11/2025
8	08/15/2025
9	08/29/2025
10	09/12/2025

BRWI0001-002 06/01/2025

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.09	28.10

BRWI0002-002 06/01/2025

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 48.60	29.31

* BRWI0002-005 06/01/2025

ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA,
DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE,
JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON,
MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE,
POLK, PORTAGE, RUSK, SAUK, SHAWANO, SHEBOYGAN, ST. CROIX,
TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 46.01	29.31

BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2025

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.71	28.90

BRWI0006-002 06/01/2025

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.36	28.83

BRWI0007-002 06/01/2025		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.34	29.49

BRWI0008-002 06/01/2025		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 45.72	27.42

BRWI0009-001 06/01/2024		

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0011-002 06/01/2024		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0013-002 06/01/2025		

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.17	28.66

BRWI0019-002 06/01/2025		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.50	28.69

BRWI0021-002 06/01/2025		

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.14	29.67

BRWI0034-002 06/01/2025		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.17	28.66

CARP0068-011 05/05/2025		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 47.57	31.17
PILEDRIVERMAN.....	\$ 47.71	30.98

CARP0231-002 06/01/2025		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 47.73	31.52

CARP0310-002 06/03/2024		

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0314-001 06/02/2025		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
Carpenter.....	\$ 42.45	28.78
Piledrivermen.....	\$ 44.45	28.78

CARP0361-004 05/05/2025		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 46.82	31.92

CARP0731-002 06/03/2024		

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0955-002 06/03/2024		

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

CARP1056-002 06/01/2024		

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

CARP1074-002 06/03/2024		

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

CARP1143-002 06/03/2024		

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU AND VERNON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

CARP1146-002 06/03/2024		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

CARP2337-009 06/03/2024		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.21	34.07

CARP2337-010 06/03/2024		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
MILLWRIGHT.....	\$ 42.31	32.21

ELEC0014-002 05/25/2025		

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.29	25.21

ELEC0127-002 06/01/2023		

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.05	30%+13.15

ELEC0158-002 06/01/2024		

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE
(East of a line 6 miles West of the West boundary of Oconto
County), SHAWANO (Except Area North of Townships of Aniwa and
Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	29.75%+11.17

ELEC0159-003 05/26/2024		

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
Emmet Townships), GREEN, LAKE (except Townships of Berlin,
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.55	25.91

ELEC0219-004 06/01/2019		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 06/01/2025		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 47.46	33.34

ELEC0388-002 06/01/2024		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.19	26%+12.45

ELEC0430-002 06/01/2024		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 48.50	26.25

ELEC0494-005 06/01/2025		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 50.86	28.26

ELEC0494-006 06/01/2025		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 45.20	25.27

ELEC0577-003 05/26/2024		

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.00	22.69

ELEC0890-003 06/01/2024		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

ENGI0139-003 06/02/2025		

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 50.53	27.89
Group 2.....	\$ 49.28	27.89
Group 3.....	\$ 45.73	27.89
Group 4.....	\$ 45.20	27.89
Group 5.....	\$ 43.13	27.89
Group 6.....	\$ 41.60	27.89

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour
EPA Level "B" Protection: \$2.00 per hour
EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter

Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

ENGI0139-007 06/02/2025

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 47.19	28.15
Group 2.....	\$ 46.41	28.15
Group 3.....	\$ 45.46	28.15
Group 4.....	\$ 44.41	28.15
Group 5.....	\$ 43.01	28.15

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour
EPA Level "B" Protection: \$2.00 per hour
EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and/or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator; Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket); Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame and Winch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

IRON0008-002 06/01/2025

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO

COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 44.66	33.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2025

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.52	33.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2025

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.00	32.66

IRON0498-005 06/01/2025

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 48.74	49.65

IRON0512-008 05/01/2025

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.35	36.86

IRON0512-021 05/01/2025

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.89	36.86

LAB00113-004 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1.....	\$ 19.99	24.42
Group 2.....	\$ 22.54	24.42
Group 3.....	\$ 26.53	24.42
Group 4.....	\$ 37.05	24.42
Group 5.....	\$ 37.23	24.42
Group 6.....	\$ 37.29	24.42
Group 7.....	\$ 41.62	24.42
Group 8.....	\$ 44.78	24.42
Group 9.....	\$ 45.51	24.42

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc;
Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner;
Pipe Layer; Rock Driller and Joint Man; Timber Man and
Concrete Brusher; Bracer in Trench Behind Machine & Tight
Sheeting; Concrete Formsetter and Shoveler; Jackhammer
Operator

GROUP 9: Blaster

LAB00113-005 06/01/2025

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 27.49	24.42
Group 2.....	\$ 34.17	24.42
Group 3.....	\$ 38.89	24.42
Group 4.....	\$ 40.88	24.42

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30
lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LAB00113-008 06/01/2025

MILWAUKEE, OZAUKKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 26.53	24.42
Group 2.....	\$ 37.23	24.42
Group 3.....	\$ 37.29	24.42
Group 4.....	\$ 41.62	24.42
Group 5.....	\$ 41.77	24.42
Group 6.....	\$ 44.78	24.42
Group 7.....	\$ 45.51	24.42

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

* LAB00113-009 06/01/2025

MILWAUKEE, OZAUKKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1.....	\$ 26.53	24.42

Group 2.....	\$ 37.23	24.42
Group 3.....	\$ 42.22	24.42
Group 4.....	\$ 43.12	24.42
Group 5.....	\$ 43.27	24.42
Group 6.....	\$ 46.30	24.42
Group 7.....	\$ 46.99	24.42

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

*Compressed Air 15 - 30 lbs add \$2.00 to all classifications
 *Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder &
 Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack
 Hammer Operator; Caisson Worker; Pielayer and Joint Man;
 Bracerman; Nozzle Man on Gunite; Timber Man; Concrete
 Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

 LAB00140-005 06/01/2025

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA,
 CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE,
 FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA,
 JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LACROSSE, LAFAYETTE,
 LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE,
 MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE,
 POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK,
 SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMPPEALEAU, VERNON,
 VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND
 WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 36.98	19.97
Group 2.....	\$ 38.83	19.97
Group 3.....	\$ 39.13	19.97
Group 4.....	\$ 39.78	19.97

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00,
 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form
 Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB00464-002 06/01/2025

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 36.88	19.97
Group 2.....	\$ 39.08	19.97
Group 3.....	\$ 39.38	19.97
Group 4.....	\$ 40.03	19.97

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/01/2025

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 36.67	19.97
Group 2.....	\$ 38.73	19.97
Group 3.....	\$ 39.03	19.97
Group 4.....	\$ 39.68	19.97

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:
0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper;
Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;
Joint Sawyer; Gunnite Man; Manhole Builder; Welder;
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and
Car Pusher; Raker and Luteman; Hydraulic jacking of
shields, Shield Drivers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

* PLAS0599-002 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 47.22	31.90
Area C.....	\$ 40.06	28.65
Area D.....	\$ 42.28	26.43
Area E.....	\$ 41.16	27.54
Area F.....	\$ 37.33	31.38

AREA DESCRIPTIONS:

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE,
SAWYER, AND WASHBURN COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA
CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEREAU, AND
VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2025

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 39.57	28.70
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 39.72	28.70

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the

collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as

conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION"

Superseded General Decision Number: WI20240010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

1	02/07/2025
2	02/21/2025
3	05/23/2025
4	06/06/2025
5	06/27/2025
6	07/04/2025
7	07/11/2025
8	07/25/2025
9	08/15/2025
10	08/29/2025
11	09/05/2025
12	09/12/2025

BRWI0001-002 06/01/2025

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND
VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.09	28.10

BRWI0002-002 06/01/2025		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 48.60	29.31

* BRWI0002-005 06/01/2025		

ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA,
DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE,
JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON,
MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE,
POLK, PORTAGE, RUSK, SAUK, SHAWANO, SHEBOYGAN, ST. CROIX,
TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 46.01	29.31

BRWI0003-002 06/01/2024		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2025		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.71	28.90

BRWI0006-002 06/01/2025		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,

ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.36	28.83

BRWI0007-002 06/01/2025		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.34	29.49

BRWI0008-002 06/01/2025		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 45.72	27.42

BRWI0011-002 06/01/2024		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0019-002 06/01/2025		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.50	28.69

BRWI0034-002 06/01/2025		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.17	28.66

CARP0068-011 05/05/2025		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 47.57	31.17
PILEDRIVERMAN.....	\$ 47.71	30.98

CARP0231-002 06/01/2025		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 47.73	31.52

CARP0310-002 06/03/2024		

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU,
 LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO
 (Western Portion of the County), TAYLOR, VILAS, AND WOOD
 COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0314-001 06/02/2025		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON,
 LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
Carpenter.....	\$ 42.45	28.78
Piledrivermen.....	\$ 44.45	28.78

CARP0361-004 05/05/2025		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 46.82	31.92

CARP0731-002 06/03/2024		

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern
 Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0955-002 06/03/2024		

CALUMET (Western Portion of the County), FOND DU LAC (Western
 Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE,
 WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

CARP1056-002 06/01/2024		

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT
 ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,
 DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,

GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPLEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

CARP1074-002 06/03/2024		

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1143-002 06/03/2024		

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEALEAU AND VERNON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1146-002 06/03/2024		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP2337-009 06/03/2024		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.21	34.07

ELEC0014-002 05/25/2025		

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.29	25.21

ELEC0014-007 05/25/2025

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KENOSHA, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RACINE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX, TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO AND WOOD COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 31.17	20.08

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.05	30%+13.15

ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	29.75%+11.17

ELEC0159-003 05/26/2024

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
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ELECTRICIAN.....	\$ 48.55	25.91
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ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates	Fringes
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Electricians:

Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 06/01/2025

DOUGLAS COUNTY

Rates	Fringes
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Electricians:.....	\$ 47.46	33.34
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ELEC0388-002 06/01/2024

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

Rates	Fringes
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Electricians:.....	\$ 40.19	26%+12.45
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ELEC0430-002 06/01/2024

RACINE COUNTY (Except Burlington Township)

Rates	Fringes
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Electricians:.....	\$ 48.50	26.25
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ELEC0494-005 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes
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Electricians:.....	\$ 50.86	28.26
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ELEC0494-006 06/01/2025

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates	Fringes
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Electricians:.....	\$ 45.20	25.27
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ELEC0494-013 06/01/2025

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUCHEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 37.13	21.58
Technician.....	\$ 37.13	21.58

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.00	22.69

ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment		
Operator.....	\$ 42.78	19.80

(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

 ENGI0139-005 06/01/2025

	Rates	Fringes
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Power Equipment Operator

Group 1.....	\$ 48.37	30.30
Group 2.....	\$ 47.87	30.30
Group 3.....	\$ 46.77	30.30
Group 4.....	\$ 46.51	30.30
Group 5.....	\$ 46.22	30.30
Group 6.....	\$ 40.32	30.30

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour
 EPA Level ""B"" protection - \$2.00 per hour
 EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader;

joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2025

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 44.66	33.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2025

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.52	33.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2025

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.00	32.66

IRON0498-005 06/01/2025

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 48.74	49.65

IRON0512-008 05/01/2025		

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.35	36.86

IRON0512-021 05/01/2025		

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.89	36.86

LAB00113-002 06/02/2025		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 38.81	25.53
Group 2.....	\$ 38.96	25.53
Group 3.....	\$ 39.16	25.53
Group 4.....	\$ 39.31	25.53
Group 5.....	\$ 39.46	25.53
Group 6.....	\$ 35.30	25.53

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 38.06	25.53
Group 2.....	\$ 38.16	25.53
Group 3.....	\$ 38.21	25.53
Group 4.....	\$ 38.41	25.53
Group 5.....	\$ 38.26	25.53
Group 6.....	\$ 35.15	25.53

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/02/2025

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.87	25.53
Group 2.....	\$ 38.02	25.53
Group 3.....	\$ 38.22	25.53
Group 4.....	\$ 38.19	25.53
Group 5.....	\$ 38.52	25.53
Group 6.....	\$ 35.02	25.53

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch

Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/02/2025

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,
RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.
CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 43.77	19.97
Group 2.....	\$ 43.87	19.97
Group 3.....	\$ 43.92	19.97
Group 4.....	\$ 44.12	19.97
Group 5.....	\$ 43.97	19.97
Group 6.....	\$ 40.40	19.97

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator, Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/02/2025

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 44.05	19.97
Group 2.....	\$ 44.15	19.97
Group 3.....	\$ 44.20	19.97
Group 4.....	\$ 44.40	19.97
Group 5.....	\$ 44.25	19.97
Group 6.....	\$ 40.40	19.97

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/05/2025

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 38.17	27.26
Spray, Sandblast, Steel....	\$ 38.77	27.26
Repaint:		
Brush, Roller.....	\$ 36.67	27.26
Spray, Sandblast, Steel....	\$ 37.27	27.26

PAIN0108-002 06/01/2025

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 43.64	23.35
Spray & Sandblast.....	\$ 44.64	23.35

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015		

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2025		

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 43.19	24.87
Brush.....	\$ 42.44	24.87
Spray & Sandblast.....	\$ 43.19	24.87

PAIN0802-002 06/01/2025		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 37.65	21.17

PREMIUM PAY:
Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2025		

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 37.65	21.17

PAIN0934-001 06/01/2025		

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 40.62	26.37
Spray.....	\$ 41.62	26.37
Structural Steel.....	\$ 40.77	26.37

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 31.17	15.92

* PLAS0599-002 06/01/2025		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 47.22	31.90
Area C.....	\$ 40.06	28.65
Area D.....	\$ 42.28	26.43
Area E.....	\$ 41.16	27.54
Area F.....	\$ 37.33	31.38

AREA DESCRIPTIONS:

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2025		

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 39.57	28.70
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 39.72	28.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates

reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION"



MEMORANDUM

DATE: July 7, 2026

TO: Fort Atkinson City Council

FROM: Jeff Armstrong, Water Utility Superintendent

RE: Review and possible action relating to the relocation of the water main on Riverside Drive (Armstrong, Water Utility Superintendent)

BACKGROUND

The Water Utility currently has a small section of existing water main at the intersection of Riverside Drive and Wilson Avenue that was installed 102 years ago. The section of water main passes through a sewer manhole which was identified in a 2016 Wisconsin DNR Deficiency report.

The deficiency is associated with Wisconsin Code NR 811.74, which prohibits any water pipe from passing through or coming into contact with any part of a sewer manhole. This initial deficiency had a compliance date of August 16, 2019, and the deficiency was identified again on July 25, 2019. At that time, the Utility was given permission to address this deficiency with the reconstruction of HWY 106/Riverside Drive which, at the time, was slated for construction in 2025.

DISCUSSION

During the Water Utility's regularly scheduled inspection in June 2025, this issue was discussed again. Now that the HWY 106 project has been delayed until 2032, the Wisconsin DNR has set a compliance deadline of November 30, 2026, with no further extensions, to ensure the Utility is in compliance with Wisconsin Administrative Code requirements.

To complete the project in a timely manner, utility staff requested the City's Interim Engineer (Ruekert & Mielke) to design the relocation and submit the design to the WIDNR for approval. The design was approved in May of this year, and staff solicited proposals from three contractors with whom the Utility has successfully worked on previous projects.

FINANCIAL ANALYSIS

Staff sought proposals from three contractors: Forest Construction, Maddrell Excavation, and RR Walton. Forest Construction and Maddrell Excavation submitted proposals, while RR Walton declined to bid due to its current workload. Costs associated with this project will be paid for out of the Water Utility, Fund 3.

Forest Construction	\$17,800.00
Maddrell Excavating	\$28,500.00
RR Walton	Declined

RECOMMENDATION

Staff recommends awarding the contract to Forest Construction in the amount of **\$17,800.00**, as the lowest responsive and responsible bidder, to complete the water main relocation project at the intersection of Riverside Drive and Wilson Avenue.

ATTACHMENTS

1. Forest Construction Bid
2. Maddrell Constuction Bid
3. Ruekert Mielke design Riverside Dr.
4. DNR Approval Riverside WM

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

4/21/2026
6/2/2026

Estimate:

Riverside & Wilson Watermain Reroute

Project Description:

Plans dated March 2026, Updated Plans May 2026

Reroute the watermain around existing sanitary manhole. Currently watermain runs thru manhole

Remove pipe from manhole and patch with grout

Shoulder closure per traffic control exhibit

Granular backfill replacement, topped off with 1 1/4" RR

BY OTHERS - final sawcutting, pavement restoration, permits

Address:

City of Fort Atkinson

Jeff Armstrong

Fort Atkinson, WI 53538

<u>Description</u>	<u># of Items</u>	<u>UM</u>	<u>Cost Per</u>	<u>Totals</u>
Watermain Reroute	1 LS	\$	16,875.00	\$ 16,875.00
DNR Plan Changes	1 LS	\$	925.00	\$ 925.00
		\$	-	\$ -
		\$	-	\$ -
		\$	-	\$ -
		\$	-	\$ -
		\$	-	\$ -
				\$ 17,800.00

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

Tim M

6/2/26

/ /

Forest Landscaping & Construction, Inc.

W8583 Finch Brothers Road
Lake Mills, Wisconsin, 53551

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Acceptance/Owner/Agent of Owner

Date

Printed Name

Position

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



Quote

Owner Information

Name: City of Fort Atkinson
Attn: Jeff Armstrong

Contractor Information

Company: Maddrell Excavating, LLC
Name: Josh Ula

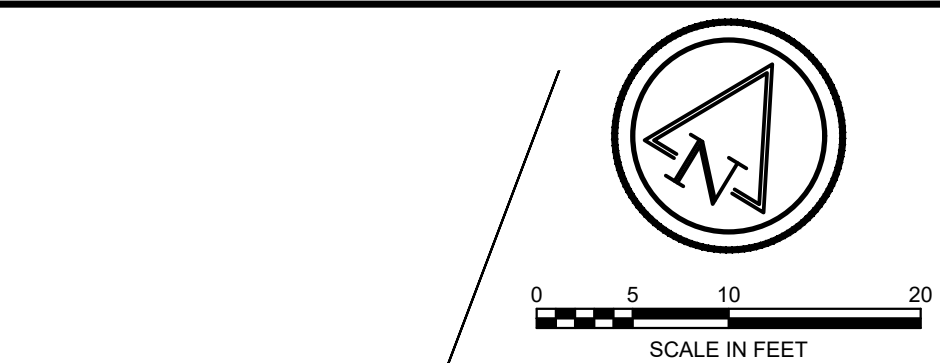
Project Name

Watermain Relocate

Scope of Work

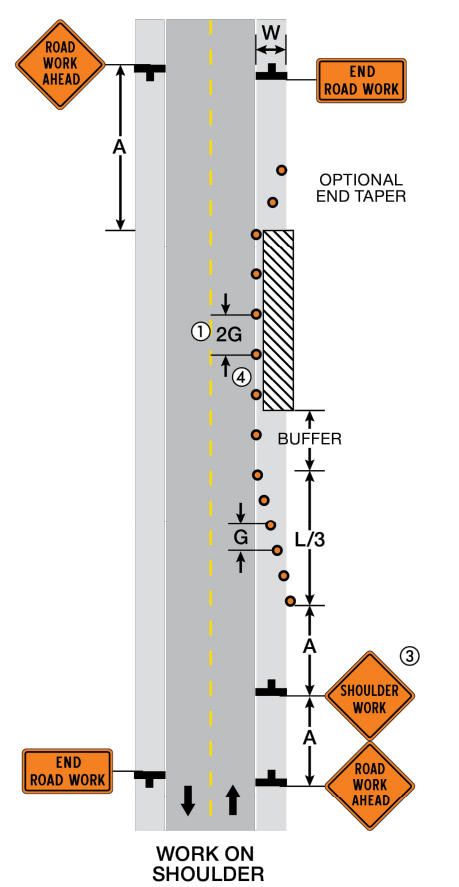
- 1) Install Watermain using C900 PVC COLD Class 235 pressure pipe
- 2) Use all fittings per specifications
- 3) Use all cover material and bedding per specifications

Lump Sum Quote Total: \$28,500.00



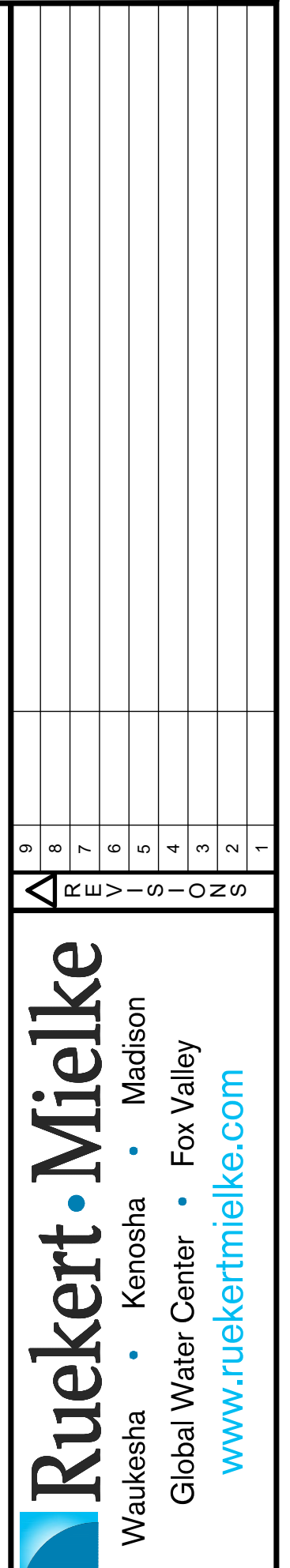
Posted Speed Limit (mph)	(G)	(A)
25	25'	20'
30		20'
35		35'
40		35'
45		50'
50	50'	50'
55		50'

W mph	3	4	5	6	7	8
25	10	14	17	21	24	28
30	15	20	25	30	35	40
35	20	27	34	40	47	54
40	26	35	44	53	62	70
45	32	43	54	65	77	88
50	38	51	64	78	92	106
55	45	60	75	90	105	120



COVER 45 CONTENTS

TRAFFIC CONTROL
PAGE 45 OF WISDOT 2026 WORK ZONE FIELD MANUAL



RIVERSIDE WATERMAIN OFFSET
PROPOSED WATERMAIN PLAN AND PROFILE
CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

© COPYRIGHT 2026 RUEKERT & MIELKE INC.	
DESIGNED BY:	SEB
DRAFTED BY:	BWH
CHECKED BY:	AWB
DATE:	MAY 2026
FILE NO. 8064-10047	
SHEET NO. SW-01	



May 28, 2026

MICHELLE EBBERT CLERK
CITY OF FORT ATKINSON
101 N MAIN ST
FORT ATKINSON, WI 53538

Project Number:	W-2026-0366
PWSID#:	12801030
DNR Region:	SCR
County:	Jefferson

WATER MAIN PLAN AND SPECIFICATION APPROVAL

The Wisconsin Department of Natural Resources (department), Division of Environmental Management, Bureau of Drinking Water and Groundwater, is conditionally approving plans and specifications for the following project. An engineering report or information of sufficient detail to meet the requirements of s. NR 811.09(3), Wis. Adm. Code, was submitted along with the plans and specifications.

Water system name: Fort Atkinson Waterworks

Date received: 03/31/2026

Engineering firm: Ruekert & Mielke, Inc.

Professional Engineer: Andrew Burt

DNR Plan Reviewer: Remy Klawitter, 101 South Webster Street, Madison WI 53707, (608) 225-1245, remy.klawitter@wisconsin.gov

Project Description: Water main replacements consisting of approximately 40 feet of 4-inch diameter C900 DR18 PVC pipe at the intersection of Riverside Drive and Wilson Street to remove an existing water main from within a sanitary sewer manhole.

Water main replacements will meet or exceed the Standard Specifications for Sewer & Water Construction in Wisconsin (Sixth Edition). Water main construction will also meet or exceed the requirements set forth in NR 811, Subchapter X of the Wisconsin Administrative Code.

Private water mains and water services may require plan review by Department of Safety and Professional Services (DSPS) and are not reviewed or approved by the Department of Natural Resource. Contact DSPS at (608) 267-9421 for further information on potential need for plan review. Replacement of service lines constructed of lead, or galvanized lines formerly downstream of lead, should be conducted in accordance with AWWA C810 standards to minimize potential consumer exposure to lead.

Approval conditions related to Chapters NR 810 and NR 811, Wis. Adm. Code:

1. A resident project representative shall be designated by the water supply owner or by the agent retained by the owner. The resident project representative shall be knowledgeable regarding the proposed construction and be able to ensure the improvements are being constructed in accordance with the department approved plans, specifications, and conditions of the approval. The project representative shall be present on the work site as needed to assure proper construction and installation of the improvements. (s. NR 811.11, Wis. Adm. Code)

2. After construction, maintenance, repair or modification, waterworks facilities shall be disinfected by procedure outlined in the applicable AWWA standards for wells, water mains, storage facilities or treatment facilities. Waterworks may not be placed in service until bacteriological samples have established that the water is bacteriologically safe. (s. NR 810.09(4), Wis. Adm. Code)
3. Water mains shall meet horizontal separation distance requirements from sanitary and storm sewers and manholes according to s. NR 811.74(2)(a), Wis. Adm. Code.
4. Wherever water mains cross over sewers a minimum vertical clearance of 6 inches from the bottom of the water main to the top of the sewer shall be maintained, and wherever water mains cross under sewers a minimum vertical clearance of 18 inches from the top of the water main to the bottom of the sewer shall be maintained, and at crossings one full length of water pipe shall be centered on the sewer so that both joints are as far from the sewer as possible. (s. NR 811.74(3), Wis. Adm. Code)
5. Hydrant drains may not be located within 8 feet of sanitary sewers, storm sewers, or storm sewer inlets. If it is impracticable to maintain 8 feet of separation between hydrant drains and sewers or inlets, the hydrants shall be installed without drains or have the drains plugged. (s. NR 811.71(4), Wis. Adm. Code)

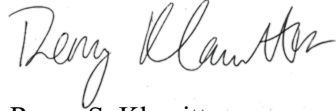
Approval constraints: The project was reviewed in accordance with s. 281.41, Wis. Stats. for compliance with Chapters NR 108, NR 810 and NR 811, Wis. Adm. Code and is hereby approved in accordance with s. 281.41, Wis. Stats. subject to the conditions listed above. This approval is valid for four years from the date of approval.

This approval is based on the applicant's representation that the plans and specifications submitted to the department are complete and accurately represent the project being approved. Discovery that the applicant failed to submit complete and accurate plans and specifications may void this approval.

Appeal rights: If you believe that you have a right to challenge this decision, you should know that the Wisconsin Statutes and administrative rules establish time periods within which requests to review department decisions must be filed. To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. Requests for contested case hearings must be made in accordance with ch. NR 2, Wis. Adm. Code. Filing a request for a contested case hearing does not extend the 30-day period for filing a petition for judicial review. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you must file your petition with the appropriate circuit court and serve the petition on the department within 30 days after the decision is mailed. A petition for judicial review must name the Department of Natural Resources as the respondent.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Project Plan Reviewer



Remy S. Klawitter
Public Water Engineering Section
Bureau of Drinking Water and Groundwater

For the Secretary



Martin T. Pollard, P.E.
Public Water Engineering Section
Bureau of Drinking Water and Groundwater

cc: Jeff Armstrong – City of Fort Atkinson
Andrew Burt, P.E. – Ruekert & Mielke Inc.
Sam Boman, P.E. – Ruekert & Mielke Inc.



MEMORANDUM

DATE: July 7, 2026

TO: Fort Atkinson City Council

FROM: Erin Sweeney, Wastewater Utility Superintendent

RE: Review and possible action related to re-establishing access to the trail from the Wastewater Plant to the Wastewater Plant Outfall at the Rock River (Sweeney, Wastewater Superintendent)

BACKGROUND

The City's Wastewater Treatment Plant was constructed in 1971 and included a 36-inch outfall pipe discharging into the Rock River. This is where the water treated by the Plant is reintroduced into the Rock River. A trail was also built allowing easy access to inspect the pipe's manholes as well as the outfall structure at the river.

DISCUSSION

Over the past 50 years, the trail has significantly degraded. To restore safe access, staff has solicited bids for a contractor to remove dead trees, stumps, and brush surrounding the outfall pipe. Following site cleanup, an 8-foot-wide gravel access path will be installed, extending from the wastewater treatment plant fence line to the Rock River outfall structure. This will allow personnel to safely inspect the outfall piping and reach the discharge structure, ensuring compliance with Wisconsin Department of Natural Resources (DNR) inspection requirements.

FINANCIAL ANALYSIS

The 2026 Capital Improvement Projects budget has \$50,000 planned for re-establishing this trail. Staff requested three proposals and received two back; they are as follows: **Natures Call Land Clearing** proposed \$12,000, and **Midwest Land Solutions** proposed \$16,980. Jerry Hepp Excavating did not return a proposal. The proposal submitted are attached for review.

RECOMMENDATION

Staff recommends that City Council approve the proposal from Natures Call Land Clearing at a cost not to exceed \$12,000 using funds from the Wastewater Utility's budgeted CIP.

ATTACHMENTS

1. Natures Call Land Clearing
2. Midwest Land Solutions

Natures Call Land Clearing

Davin Berquist

11901 N Bryant Rd
Fort Atkinson, WI 53538
920-248-0447
www.nclandclearing.net

PROPOSAL – PATH WIDENING & GRAVEL INSTALLATION

Project Location: City Path (Per Attached Map)

Scope: Widen existing path to 8 ft and install gravel base and top layer

Scope of Work

1. Forestry Mulching / Clearing

- Widen existing path to approximately 8 feet
- Remove brush, small trees, and overgrowth along designated route
- All mulched material to remain on site

Cost: \$1,250

2. Gravel Installation

Material Installation Includes:

- Approx. 3" base layer using 3" crushed rock
- Approx. 2" top layer using 3/4" road gravel with fines
- Total estimated material: ~240 tons

Installation Details:

- Gravel to be staged at designated drop location (parking lot)
- Skid steer used to transport material along full path length
- Spread and grade entire 0.26-mile path to approx. 8 ft width

Material + Installation Cost: \$10,750

Total Project Cost: \$12,000

Notes & Conditions

- Pricing based on current material costs and site accessibility
- Assumes suitable weather and ground conditions
- Any unforeseen conditions (soft ground, excessive hauling distance, etc.) may require adjustment
- No finish compaction (roller) included unless requested
- Payment due upon completion unless otherwise agreed

Estimated Timeline

Project duration: 2–4 days depending on conditions



Midwest Land Solutions
W2995 WI-106
Fort Atkinson, Wisconsin 53538
United States
info@midwestlandsolutions.com
Phone: +12624707117

Price Quote: #0000100

Issued on: May 6, 2026

Expiry Date: Jun 6, 2026

Waste Water Treatment Quote

Erin Sweeney

esweeney@fortatkinsonwi.gov

920-397-9917

Product or Service	Quantity	Price	Line Total
Forestry mow / remove debris Approximately 1/4 mile	1	\$2,800.00	\$2,800.00
Order/install 3/4 road rock at 4-6 inch depth	1	\$13,900.00	\$13,900.00
Equipment delivery charge	1	\$280.00	\$280.00
Subtotal			\$16,980.00
Total Price:			\$16,980.00

Notes

Please review the quote and click **"ACCEPT"** to confirm and proceed with scheduling your service. Payment due upon completion of the project.



MEMORANDUM

DATE: July 7, 2026

TO: Fort Atkinson City Council

FROM: Erin Sweeney, Wastewater Utility Superintendent

RE: Review and possible action relating to the replacement of the Harvestore Pump and back up Thickener/Centrifuge Feed Pump (Sweeney, Wastewater Superintendent)

BACKGROUND

In 2024, the City borrowed \$1.5 million for a solar energy project to offset increases in electricity usage. On August 19, 2025, the City Council authorized a solar study to be completed by Donohue and Associates to better understand the feasibility of solar at this site and the associated costs. On June 9, 2026, Donohue and Associates presented their findings to show that the payback periods on solar at the Wastewater plant made the project cost prohibitive, and it was not recommended to move forward with the solar project.

City staff discussed with the City's financial advisor, Baird, how to handle the funds borrowed in 2024. Baird's recommendation was to spend the funds on wastewater-associated projects and continue to pay the debt service from the Wastewater Utility funds. Wastewater staff were then tasked with identifying the best uses for the \$1.5 million borrowed in 2024.

At the June 9, 2026, Council meeting, Donohue and Associates also presented a Biosolids study as a next step in potential plant upgrades needed to comply with DNR requirements. This presentation reaffirmed that the City is operating in an efficient manner and operational processes do not need to change; however, equipment needs to be updated. Equipment identified for updates is equipment already in the Wastewater treatment plant's five-year Capital Improvement Plan (CIP). The \$1.5 million will allow staff to work ahead in the CIP. The items recommended for purchase are in line with the 2026 Donohue and Associates Biosolids report recommendations.

DISCUSSION

The existing 1992 Wemco Harvestore pump, located in the Solids Handling Building, is used to transfer solids from the digesters to the Harvestore. This pump plays an essential role in facility operations, allowing a digester to be taken offline for maintenance and cleaning, and providing

additional storage capacity during winter months when centrifuge performance may be reduced.

Also housed in the Solids Handling Building is the 1992 Moyno backup thickener/centrifuge feed pump. This unit serves as a backup system for both the centrifuge and the thickener, ensuring continued operation when either piece of equipment is offline for maintenance or repair.

The replacement of both pumps are currently included in the facility's 5-year Capital Improvements Program.

FINANCIAL ANALYSIS

In 2020, after a thorough investigation of the available pump types and brands, firm quotes were received, and Borger rotary lobe pumps were the pump brand and type chosen to replace our solids handling building pumps. They are the Utility's sole source vendor for these pumps.

Staff requested a quote from Borger for the Backup Feed Pump and Harvestore Pump and received the following prices.

BorgerCL-390 Feed Pump: \$28,543.65

Borger FL776 Harvestore Pump: \$38,402.05

Pump installation is not included in the price of the pumps. Staff requested quotes from Ahern, Sabel Mechanical, LLC and Staab Construction and are as follows.

Staab Construction of Marshfield, WI	\$58,700.00
Sabel Mechanical of Fond du Lac, WI	\$31,865.06
Ahern, Fon du Lac, WI	\$51,000.00

RECOMMENDATION

Staff recommends the purchase of the pumps from Borger for the cost of \$66,945.70 and pump installation from Sabel Mechanical LLC, for the cost of \$31,865.06 with a total project cost not to exceed \$98,810.76, using funds identified in the Wastewater Utility CIP.

ATTACHMENTS

1. Boerger Thickener and Centrifuge Backup Pump
2. Borger Install Sabel
3. Install Borger Staab

4. Ahern Quotes

Boerger LLC - 2860 Water Tower Place - Chanhassen, MN 55317 - USA

Fort Atkinson, City of
101 N Main Street
Fort Atkinson, WI 53538-0000

Quote

No.: 31021782

Date: 03/18/2026

RFQ no.:	Fort Atkinson Sludge Pumps	Inside Sales Person:	Jay Wilson
RFQ date:	03/17/2026	E-mail:	jwi@boergerllc.com
Customer No.:	110614	Phone:	612-435-7335
Contact:		Code:	JWIBJJ
Phone:	920-563-7760		
Cell phone:			

Pos.	Description	Quantity	Unit Price:	Total Price:
100	71014768 CL390 Pump Assembly Centrifuge Feed Pump Lead Time: 8 weeks	1	\$28,543.65	\$28,543.65
200	71014769 FL776 Pump Assy-Option 1 Sludge Holding Tank Transfer Lead Time: 8 weeks	1	\$38,402.05	\$38,402.05
300	71014773 FL776 Pump Assy-Option 2 Sludge Holding Tank Transfer Lead Time: 8 weeks	1	\$40,451.34	\$40,451.34
Value of Goods:				\$107,397.04

Quote

No.: 31021782

Pos.	Description	Quantity	Unit price:	Total price:
------	-------------	----------	-------------	--------------

100.0 71014768

BlueLine CL Assembly

CL390 Pump Assembly
Centrifuge Feed Pump

Medium specification:

Spec. pumped medium:	Digested Sludge .
Viscosity:	1 . cP
Solids content:	5 . %
Solids size:	- . in
Density:	1.0 . S.G.
Medium temp:	Ambient . °F
pH value:	Neutral .

Operational characteristics:

Location:	dry, indoor .
Mode of operation:	Continuous .

Performance data:

	gpm	Psi	rpm
Min. Flow rate:	100	30	142
Nom. Delivery rate:	150	30	190
Max. Flow rate:	195	30	234

101.0 PC3SARCFAAAAGCCC16

Börrger Rotary Lobe Pump CL390

Product series: BLUEline
Version: Classic



1 pc

Casing:

One-piece Blockcasing
from Grey Cast Iron EN-GJL-250 (GG25)
with easily replaceable axial and radial casing liners
Axial casing protection liners from Hard Metal
Radial casing protection liners from Hard Metal (MIP®)

Rotor geometry:

Tri-lobe, screw form, almost pulsation-free, baseparts
from EN-GJS-400-15 (GGG40), with pushed-on tips, easily
replaceable
Rotor coating: NBR
Free ball entry D = 50 mm
Displacement: 3,9 l/rev

Shaft seal:

single-acting mechanical seals, type LW
Material code according EN 12756 [DIN 24960]: R1 R1 P D
Seal faces: Duronit V/Duronit V
Dynamic O-rings: NBR
Seal holding bushes: 1.0503
Stationary O-Rings: NBR

102.0 1300000226

CL390 to 6in ANSI Flange

B1 Configuration
003-937
304 SS
26- 3/4" flange to flange

2 pc

Quote

No.: 31021782

Pos.	Description	Quantity	Unit price:	Total price:
103.0	5301000646 Nord SK32-210TC-6.74 Inline Reducer 1750rpm/260rpm	1 pc		
104.0	5120000859 WEG 01018ET3E215TC-W22 10hp,1800rpm,Prem Eff 208-230/460V 213/5TC,1.25SF	1 pc		
105.0	2510000059 CL-SK32 Inline Frame Painted Guard Rotex 55 with Purple Spider Max Torque 685 Nm	1 pc		
CL390 Pump Assembly			\$28,543.65	\$28,543.65 USD

200.0 71014769
Blueline FL Assembly
FL776 Pump Assy-Option 1
Sludge Holding Tank Transfer

Medium specification:

Spec. pumped medium:

Sludge .

Operational characteristics:

Location:

dry, indoor .

Mode of operation:

Continuous .

Performance data:

	gpm	Psi	rpm
Nom. Delivery rate:	400	15	206

Quote

No.: 31021782

Pos.	Description	Quantity	Unit price:	Total price:
201.0	PF7SARCFAAAAGCCC15 Börger Rotary Lobe Pump FL776 Product series: BLUEline Version: Classic Casing: One-piece Blockcasing from Grey Cast Iron EN-GJL-250 (GG25) with easily replaceable axial and radial casing liners Axial casing protection liners from Hard Metal Radial casing protection liners from Hard Metal (MIP®) Rotor geometry: Tri-lobe, screw form, almost pulsation-free, baseparts from EN-GJS-400-15 (GGG40), with pushed-on tips, easily replaceable Rotor coating: NBR Free ball entry D = 75 mm Displacement: 8,6 l/rev Shaft seal: single-acting mechanical seals, type LW Material code according EN 12756 [DIN 24960]: R1 R1 P D Seal faces: Duronit V/Duronit V Dynamic O-rings: NBR Seal holding bushes: 1.0503 Stationary O-Rings: NBR	1 pc		
202.0	1300002421 FL776 to 6in ANSI Flange B3 Configuration 031-853 304 SS	2 pc		
203.0	5301000647 Nord SK32-210TC-7.05 Inline Reducer 1750rpm/248rpm	1 pc		
204.0	5120000859 WEG 01018ET3E215TC-W22 10hp,1800rpm,Prem Eff 208-230/460V 213/5TC,1.25SF	1 pc		
205.0	2510000073 FL-SK32 Inline Frame Painted Guard Rotex 55 with Purple Spider Max Torque 685 Nm	1 pc		
FL776 Inline Pump Assembly			\$38,402.05	\$38,402.05 USD

Quote

No.: 31021782

Pos.	Description	Quantity	Unit price:	Total price:
300.0	71014773 Blueline FL Assembly FL776 Pump Assy-Option 2 Sludge Holding Tank Transfer			
301.0	PF7SARCFAAAAGCCC15 Börger Rotary Lobe Pump FL776 Product series: BLUEline Version: Classic Casing: One-piece Blockcasing from Grey Cast Iron EN-GJL-250 (GG25) with easily replaceable axial and radial casing liners Axial casing protection liners from Hard Metal Radial casing protection liners from Hard Metal (MIP®) Rotor geometry: Tri-lobe, screw form, almost pulsation-free, baseparts from EN-GJS-400-15 (GGG40), with pushed-on tips, easily replaceable Rotor coating: NBR Free ball entry D = 75 mm Displacement: 8,6 l/rev Shaft seal: single-acting mechanical seals, type LW Material code according EN 12756 [DIN 24960]: R1 R1 P D Seal faces: Duronit V/Duronit V Dynamic O-rings: NBR Seal holding bushes: 1.0503 Stationary O-Rings: NBR	1 pc		
302.0	1300002410 FL776 to 6in ANSI Flange B1 Configuration 015-189 304 SS	2 pc		
303.0	5302000647 Nord SK32VL-210TC-7.05 Inline Reducer w/ VL 1750rpm/248rpm	1 pc		
304.0	5120000859 WEG 01018ET3E215TC-W22 10hp,1800rpm,Prem Eff 208-230/460V 213/5TC,1.25SF	1 pc		
305.0	2510000287 FL-SK32 Overhead Frame Painted Door Max Torque: 481 Nm	1 pc		

Quote

No.: 31021782

Pos.	Description	Quantity	Unit price:	Total price:
	FL776 Overhead Pump Assy		\$40,451.34	\$40,451.34 USD

Value of goods: \$ 107,397.04 USD

Net value: \$ 107,397.04 USD

Tax: (0.00 %): \$ 0.00 USD

Total amount: \$ 107,397.04 USD

Invoice address:

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

Delivery address:

Fort Atkinson Wastewater Utility
1600 Farmco Lane
Fort Atkinson, WI 53538

Terms Of Payment:

Net 30

Dispatch Type:

To Be Determined

Price Valid To:

04/16/2026

Terms of Delivery:

FOT Chanhassen, MN

Best regards

Boerger LLC

Jay Wilson

Phone: 612-435-7335

E-mail: jwi@boergerllc.com

Website: www.boerger.com

Regional Manager:

Nate Neufeld

612-435-7307

nnf@boergerllc.com

Notes:

1. BOERGER, LLC's standard Terms and Conditions apply and are an integral part of this quotation unless specifically noted otherwise in this proposal.
2. Delivery, installation, wiring, field painting, start-up and instructional services are not included unless specifically noted otherwise in this proposal.
3. Anchor bolts, pressure gauges, valves, drainage piping, starters, variable frequency drives and control equipment or any other items are not included unless specifically noted otherwise in this proposal.
4. BOERGER, LLC will review plans and specifications and will offer technical assistance and certified pump drawings for construction. The responsibility for pump station layout, access, seismic calculations including local PE stamp, etc., shall be by others.
5. This proposal is offered as an acceptable pumping system based upon descriptive items listed above. Deviations from the equipment described could result in price adjustment.
6. A BOERGER, LLC field engineer may be provided, as noted above, in a supervisory capacity only. Any and all costs associated with labor, set-up, etc., for the tests are to be by contractor.
7. Credit Card purchases will incur a 3% Processing Fee.

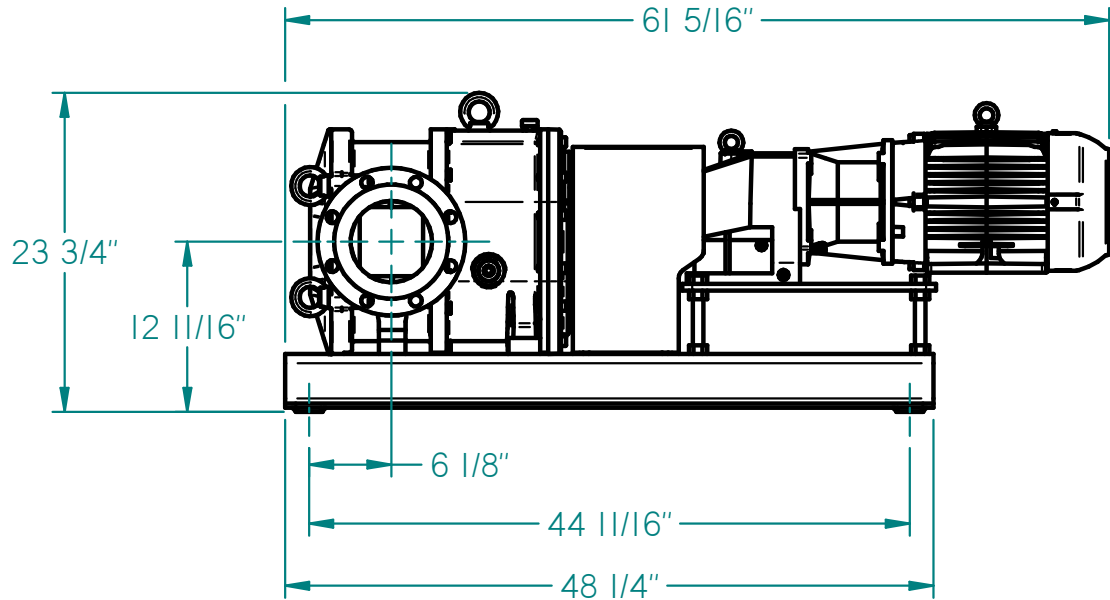
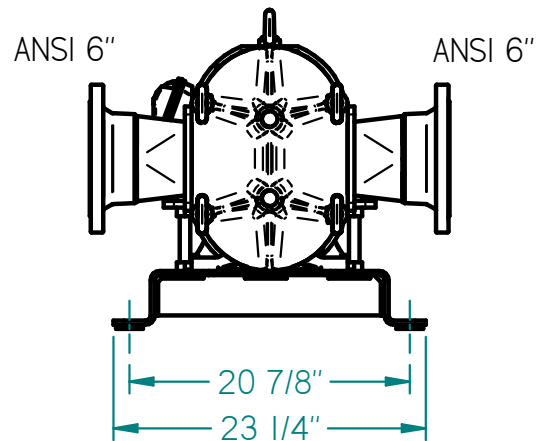
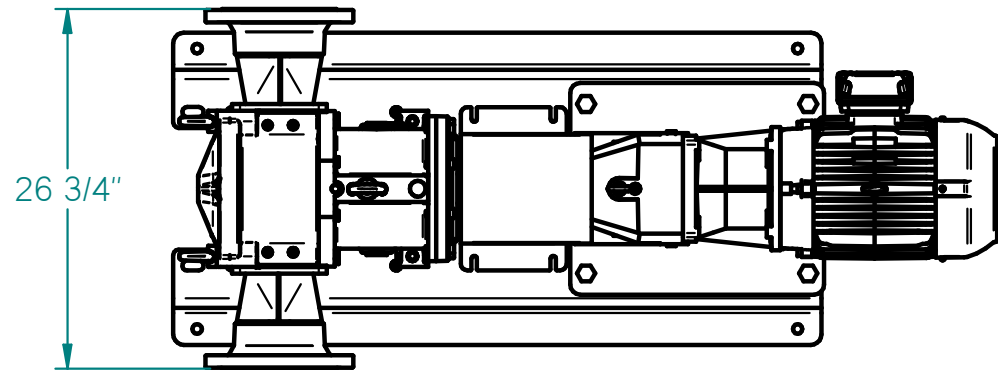
BOERGER LLC

2860 Water Tower Place
Chanhassen, MN 55317

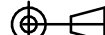
p 612.435.7300
f 612.435.7301

e america@boerger.com
w www.boerger.com

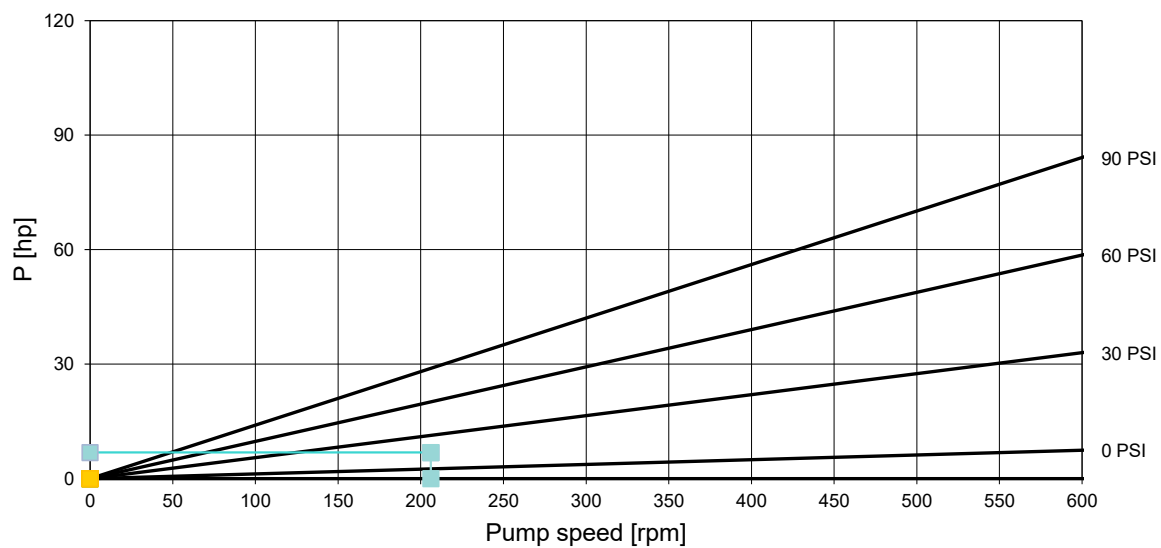
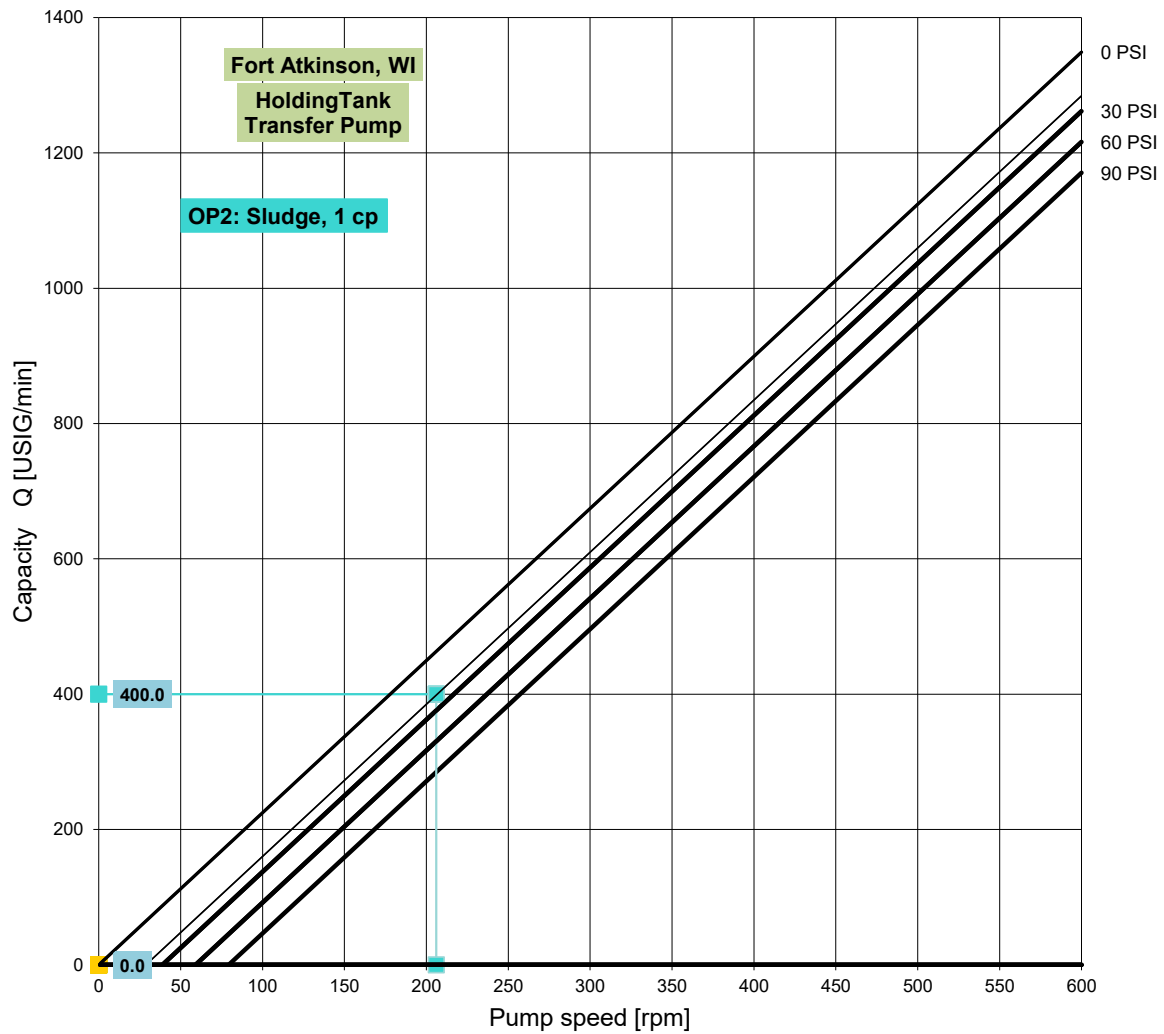




NOTE:
I. TOTAL WEIGHT = 957 LBS

PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Boerger, LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Boerger, LLC IS PROHIBITED.	BOERGER, LLC			 THIRD-ANGLE PROJECTION		
	2860 Water Tower Place Chanhassen, MN 55317 TEL: 612-435-7300 FAX: 612-435-7301					
ALL DIMENSIONS IN INCHES UNLESS OTHERWISE NOTED		NAME	DATE	Model: CL 390 Gear: Nord - In-Line SK32-210TC Power: 10 HP		
	DRAWN	mindquist	03/18/26			
TOLERANCES ± 1/2"	CHECKED			SIZE	DWG. NO.	REV
DO NOT SCALE DRAWING	SHEET 1 OF 1			A	SD-048-149	0

Performance Curve FL776 Rotor Type G



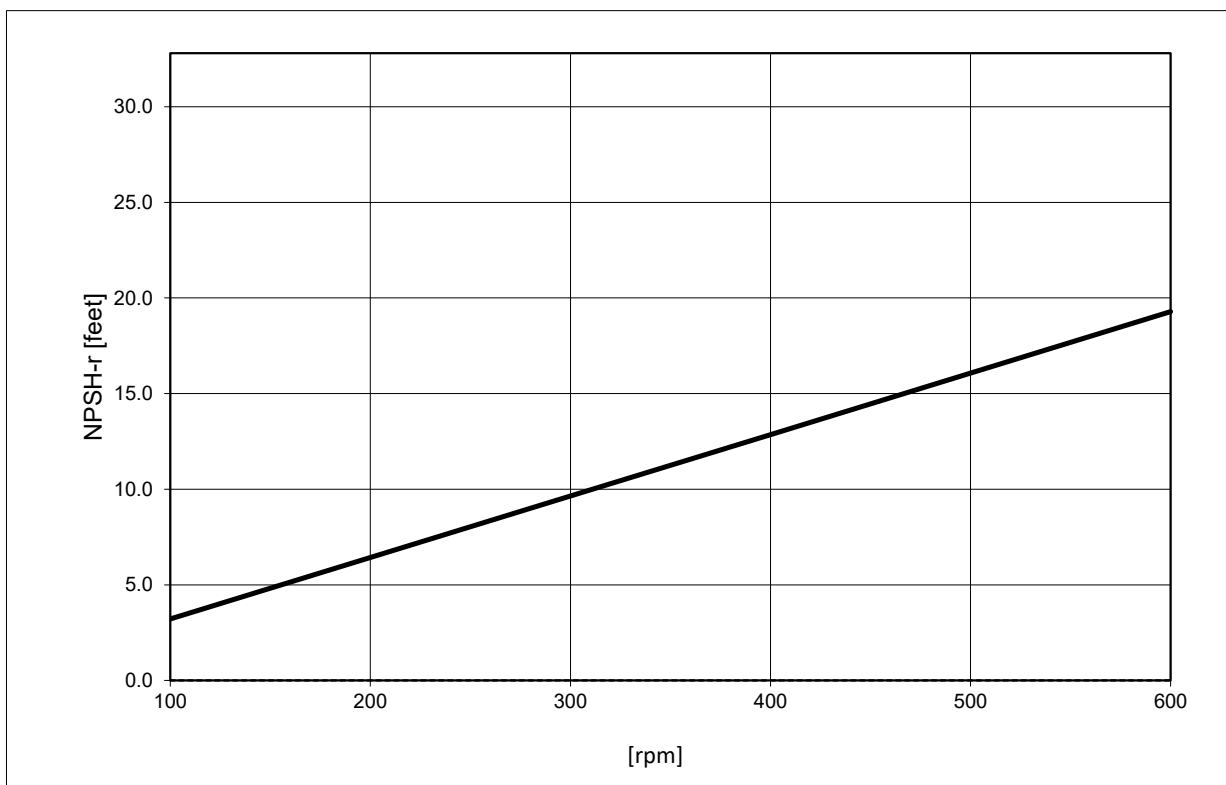
NPSH-Performance Curve



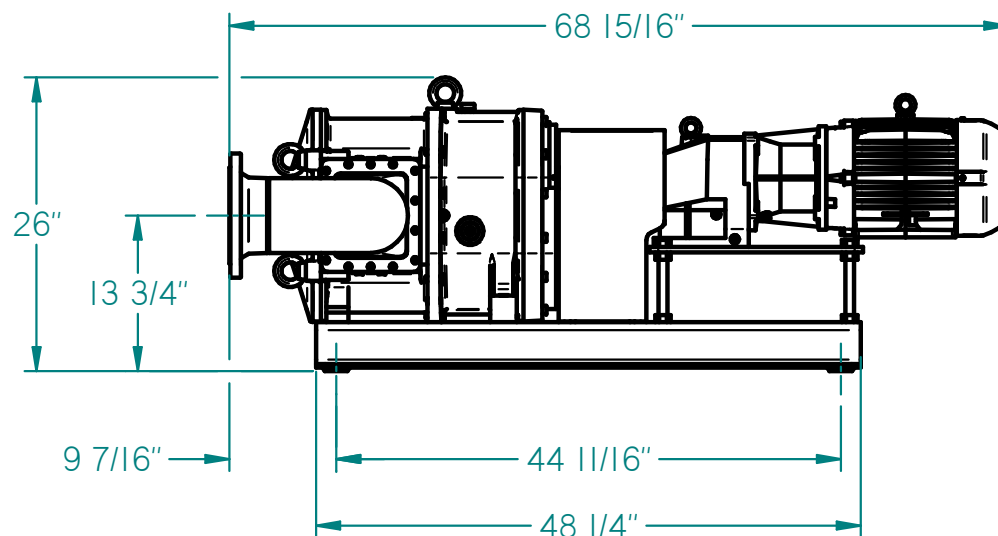
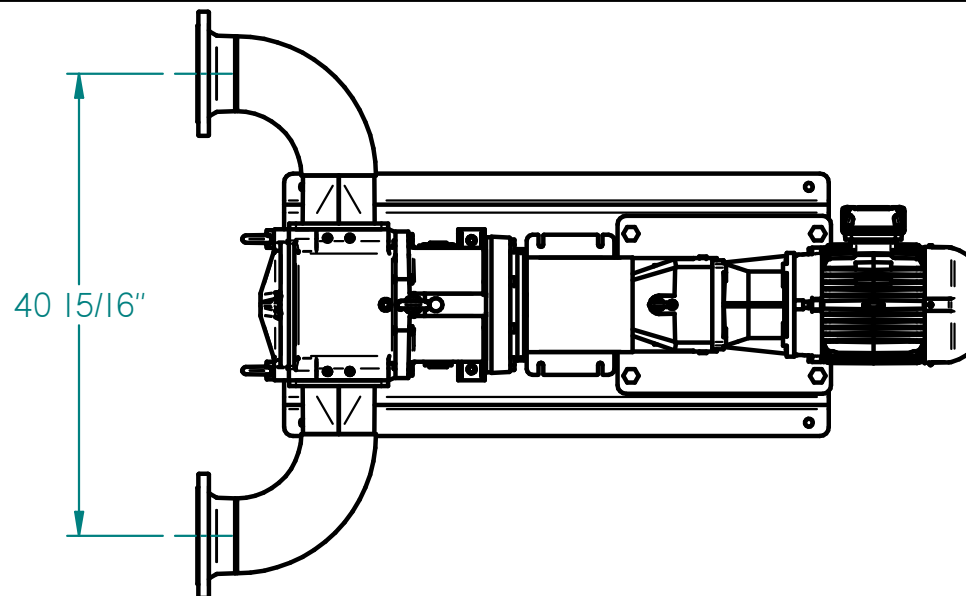
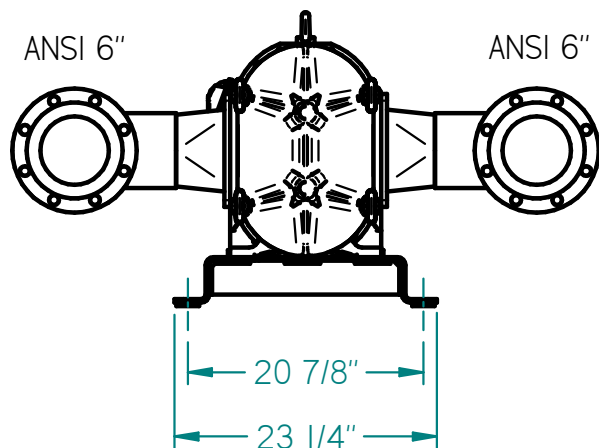
BÖRRER®

FL776	G	Kennlinienrechner-JMO-V-2.12
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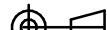
n [rpm]	100	200	300	400	500	600
NPSH-r [feet]	3.2	6.4	9.6	12.9	16.1	19.3
NPSH-a [feet] OP1= 32.8						
NPSH-a [feet] OP2= 32.8	29.6	26.4	23.2	19.9	16.7	13.5
NPSH-a [feet] OP3= 32.8						

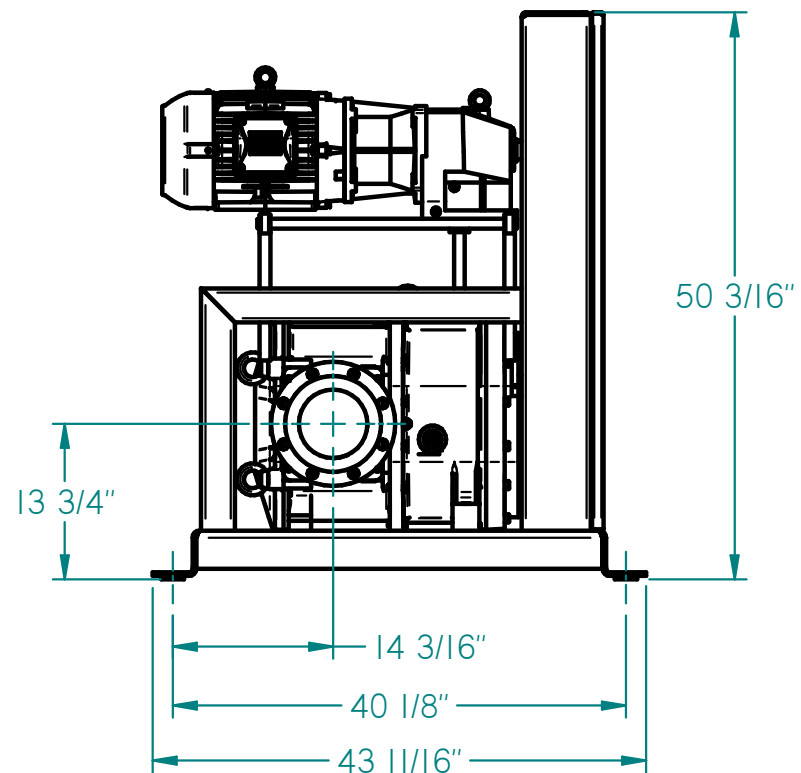
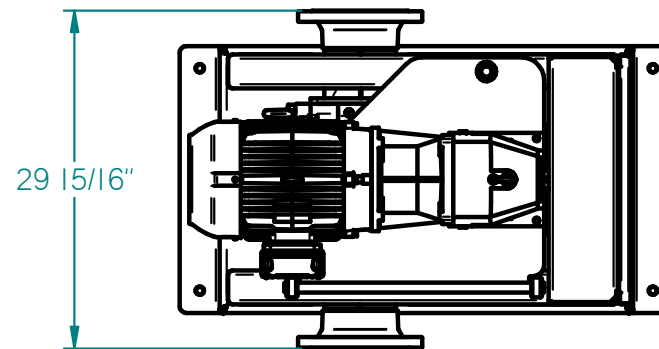
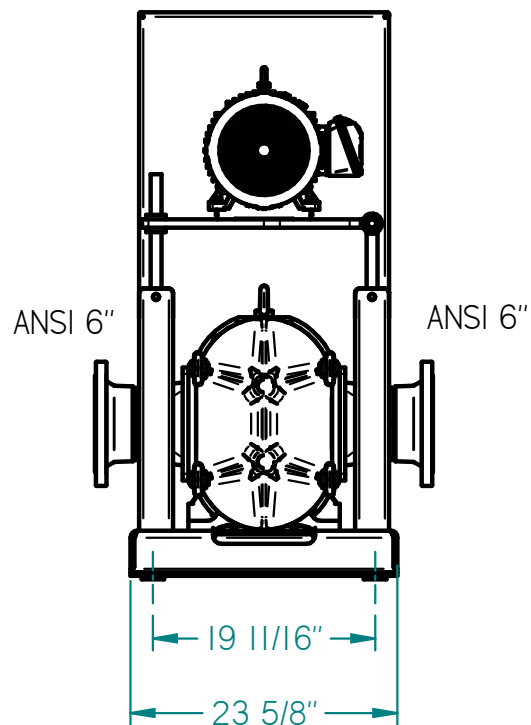


NPSH-a	Fluid pressure at pump inlet in meter water column [mws]
NPSH-r	Decrease of pressure due to fluid acceleration inside pump [mws]
NPSH-a > NPSH-r Delta > 0	Pump runs smooth and works with design flow
NPSH-a < NPSH-r Delta < 0	Runs with noise flow is beneath design flow - short-term operation allowed
NPSH-a < 0	flow of fluid impossible



NOTE:
I. TOTAL WEIGHT = 1,237 LBS

PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Boerger, LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Boerger, LLC IS PROHIBITED.	BOERGER, LLC		 THIRD-ANGLE PROJECTION			
	2860 Water Tower Place Chanhassen, MN 55317 TEL: 612-435-7300 FAX: 612-435-7301					
ALL DIMENSIONS IN INCHES UNLESS OTHERWISE NOTED		NAME	DATE	Model: FL 776 Gear: Nord - In-Line SK32-210TC Power: 10 HP		
	DRAWN	mlindquist	03/18/26			
TOLERANCES ± 1/2"	CHECKED			SIZE	DWG. NO.	REV
DO NOT SCALE DRAWING	SHEET 1 OF 1		A	SD-048-155	0	



PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Boerger, LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Boerger, LLC IS PROHIBITED.	BOERGER, LLC			 THIRD-ANGLE PROJECTION		
	2860 Water Tower Place Chanhassen, MN 55317 TEL: 612-435-7300 FAX: 612-435-7301					
	ALL DIMENSIONS IN INCHES UNLESS OTHERWISE NOTED		NAME	DATE	Model: FL 776	Gear: Nord - In-Line SK32VL-210TC Power: 10 HP
	DRAWN	mlindquist	07/10/23			
TOLERANCES ± 1/2"	CHECKED			SIZE A	DWG. NO. SD-032-540	
DO NOT SCALE DRAWING	SHEET 1 OF 1					



Quote No. Q12289
Date: Jun 24, 2026

W 3150 Co Rd H, Fond du Lac, WI 54937
920-581-5810
www.sabelmechanical.com
Sabel Contact: Dick Daehnert
Email: dick@sabelmechanical.com

Sabel Mechanical LLC

Customer Billing Information	Job Site Information	Contact and Other Information
FORT ATKINSON 101 N Main St, FORT ATKINSON, WI 53538-1896	Fort Atkinson WWTP 1600 Farmco Ln, Fort Atkinson, WI 53538	Contact: Erin Sweeney Phone: 1-920-397-9917 Email: ESweeney@fortatkinsonwi.gov

Sabel Mechanical is pleased to submit this proposal for:

Scope of Work

Harvester (Sludge) Pump - Borger Model FL 776 \$18,893.80

SCOPE OF WORK:

Demo (1) existing sludge pump, electrical, DI piping, copper seal water piping and concrete base.

Form & pour new concrete base

Install new Owner provided Borger model FL776 sludge pump

Reinstall existing 6" plug valve (install new insert)

Reinstall existing piping & fittings as noted

Install new piping & fittings as noted

Cap existing copper seal water line at wall

Install new electrical junction box at existing conduit/wiring.

Provide new wiring as required from junction box to pump (assume existing power/switch at conduit is sized correctly to power new pump)

NOTES:

Reuse existing discharge valve and check valve

Sludge Pump - Borger Model CL 390 \$13,127.06

SCOPE OF WORK:

Demo (1) existing sludge pump, electrical, DI piping, copper seal water piping and concrete base.

Form & pour new concrete bases for pump & base 90

Install new Owner provided Borger model CL390 sludge pump

Reinstall existing 6" plug valve (install new insert)

Reinstall existing piping & fittings as noted

Install new fittings as noted

Cap existing copper seal water line at wall

Install new electrical junction box at existing conduit/wiring.

Provide new wiring as required from junction box to pump (assume existing power/switch at conduit is sized correctly to power new pump)

NOTES:

Reuse existing 6" valves

Quote Total: \$32,020.86
Estimate valid until: Jul 24, 2026
Terms of Payment: 30 days

Customer Signature: _____ Date _____

Customer Name (Print) _____

P.O. #: _____

Due to the fluctuating material pricing and availability, quote is valid thru end of today's business day, Pricing may have to be adjusted at time of purchase and will be reflected when project is invoiced



PROPOSAL

1800 Laemle Ave | Marshfield, WI 54449 | 715-387-8429

Erin Sweeney
City of Fort Atkinson
1600 Farmco Lane
Fort Atkinson, WI 53538

Phone: 920-397-9917 Email: Esweeney@fortatkinsonwi.gov

Fort Atkinson WWTF - RAS WAS

Project Reference: Pumps
Quote Date: 04/27/26
Quote Expires: 05/27/26
Bid Date/Time 04/27/26
Bid No./Revision: 2163-001

RE: Fort Atkinson WWTF - RAS WAS Pumps

The undersigned, having familiarized ourself with the plans, specifications, and local conditions affecting the cost of the work, hereby propose to furnish all labor, material, necessary tools, expendable equipment, and all utility and transportation services necessary to complete the following in a workmanlike manner according to standard practices. This proposal will not be withdrawn for a period of thirty (30) days after proposal date.

BASE BID	BOERGER PUMP INSTALLATIONS (2 PUMPS)	\$58,700.00
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We base our price on demoing out existing pumps and installing 2 new Boeger pumps (owner provided). Price includes all necessary pipe modifications. All piping and fasteners to be stainless steel. Electrical and control needs are not included in the price. Scope of work is estimated to be completed in 6 days with 2 mobilizations (3 days per pump).

At minimum we exclude the following:

- State/Federal Prevailing Wages, Performance & Payment Bond.
- Sales tax is excluded from this proposal. An estimate for sales tax on purchases of materials and equipment by contractor and subcontractors is listed above. If this project qualifies for exemption, owner shall provide a certification of exempt status which authorizes contractor and subcontractors to make purchases without sales tax.
- Quality control concrete, soil, water leakage, and/or lead & asbestos testing or survey.
- Contaminated soil & water remediation and/or removal. If contaminated water is encountered, owner is responsible for proper disposal costs.
- Asbestos & lead abatement.
- Ground water dewatering removal.
- Unsuitable soils removal and/or replacement.
- Temporary bypassing and/or treatment.

Owner Responsibilities:

- Supply of potable and/or non-potable water supply.
- Supply of Electricity for construction purposes.
- Supply of Restroom facilities.

Clarifications:

- Owner to furnish all pumps via Xylem and associated start-up costs.

Payment Terms: Invoiced upon completion and/or monthly and payable within 30 days from date of invoice. 18% Annual interest added to accounts over 30 days. Where retainage is applicable, client may withhold a maximum of 5%, not to exceed the value of work to be completed. Staab requires full retainage release & final payment within 60 days of completion for our scope of work.

Schedule: Staab will begin executing contract obligations within 30 calendar days after we receive a notice to proceed and will be completed in approximately 6 calendar days. Normal work hours are Monday thru Thursday, 10 hour days per week straight time labor rate. Compressed schedule compensation is assessed at 1.5 times after 10 hours each day and/or beyond a 40 hour work week. Holiday pay compensation is assessed at 2 times the hourly base rate. Compensation adjustments are based on the rates noted below under "Changed Conditions".

Changed Conditions / Contract Adjustment Rates: If subsurface, latent, and/or unknown physical conditions differ from those indicated in this agreement or in documents made available by Contractor, Engineer, or Owner, Staab Construction shall be entitled to an equitable change in contract price and an extension of the project completion date for such changed conditions. Extra work and associated costs will proceed only upon written orders, and will become an extra charge over and above this base bid price. Such additional charges will be based on actual cost required to complete the work. Rates for time & material cost plus proposals are available upon request.

Price Escalators: If there is an increase in the actual cost of labor or materials charged to the Contractor in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the contractor. Contractor will submit written documentation of the increased charges to the Prime Contractor/Owner upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the contract for convenience.

Contract Cancellation: Upon written notification for any such nature that our contract is to be terminated, Staab Construction will stop work immediately. Costs incurred will be billed for reimbursement utilizing the rates noted in "Changed Conditions/Contract Adjustment Rates".

Limited Warranty: Unless otherwise noted on the face hereof, Staab Construction goods, auxiliaries, and parts thereof are warranted per contract agreement documents, against defective workmanship and material for a period of twelve (12) months from date of substantial project completion with the original user. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, Staab shall, at Staab's option, either repair or replace the defective goods or reperform defective services not to exceed the value of the original contract. If applicable, Staab will assign to Buyer all warranties applicable to any portion of the Work or Materials obtained from third parties, or if not assignable, will assert such warranties on behalf of buyer's request. Warranty shall not apply to any work which that has been subjected to improper or excessive operating conditions, misapplications, accidents, neglect, improper repair or alteration, normal wear and tear, corrosion, abrasion or erosion, abuse, defects resulting from Buyer's specifications or designs, or any unauthorized disassembly or rework by others.

Contracts: Please note this proposal is for bid submission reference only and is not a formal contract between buyer and seller. A mutual agreed upon contract form will be selected between buyer and seller after Staab receives written confirmation accepting this proposal. At that time both parties will review agreeable contract terms and conditions as it relates to this proposal document.

Sales & Use Tax: Sales & use tax on the purchase of material and equipment by Staab and subcontractors has been excluded as part of this proposal. If this proposal is tax exempt, owner will provide documentation to be used by Staab and all subcontractors to purchase materials and equipment without sales tax. If this proposal is not tax exempt, please add the appropriate sales tax value referenced in the pricing table above.

Insurance: Staab Construction purchases and maintains property insurance (Builders Risk or Installation Floater) upon the Work on a completed value basis, in the amount of the full insurable replacement cost and be written on a "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the owner or engineer. Property insurance shall be maintained until the project has reached substantial completion and is operating to its intended purpose.

Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete. Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined.

Other insurance Staab Construction will maintain includes liability, automobile, and workman’s compensation. insurance. Professional liability insurance will be provided to cover claims for negligent professional services performed by Staab Construction during the term of this agreement. Staab Construction will not be required to provide professional design services unless specifically required by the Contract Documents for a portion of the work. Limits of professional liability insurance is \$2,000,000 per claim and an annual aggregate of \$2,000,000.

In order to secure performance of its payment and other obligations under this agreement, owner shall provide contractor with financial security in such form as shall be reasonably acceptable to contractor. Such security shall be delivered to and approved by contractor within thirty (30) days of the effective date of this agreement. In the event that owner does not provide acceptable financial security by such date, contractor may at its election immediately or within thirty (30) days thereof terminate this agreement in which case this agreement shall be of no further force or effect except that owner shall be and remain fully liable for the cost of the work theretofore incurred by contractor in connection with this project together with 15% percent of such expenditures (to cover contractor's profit and overhead) regardless of when such expenditures were incurred and regardless of whether such expenditures ultimately proved to be of any value or use to owner.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, THIS CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS 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 CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO ITS MORTGAGE LENDER, IF ANY. THIS CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND OWNER’S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Respectfully Submitted By:

Jacob J Charron

Service Manager
Jake Charron

ACCEPTANCE OF PROPOSAL -	The prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. This proposal will now be a binding contract.
Signature: _____	Date: _____
_____ (Printed name and title)	

GENERAL, MECHANICAL, EARTHWORK CONTRACTOR
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Municipal & Industrial
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The Contractor of Choice Improving Tomorrow’s Environment



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

June 29, 2026

Work Locations:

Fort Atkinson Waste Water
1600 Farmco Ln
Fort Atkinson, WI 53538

Trevor Rollette
Fort Atkinson Waste Water
1600 Farmco Ln
Fort Atkinson, WI 53538

Email: trollette@fortatkinsonwi.gov

Quote #(s): 618467-1

Mechanical System Service Proposal

Dear Trevor,

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

We will perform the proposed services, per your written approval. If this proposal meets your needs, please sign and send the completed proposal back to AHanson@jfahern.com.

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

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

Sincerely,

Allen Hanson
Senior Service Sales Representative
Email: AHanson@jfahern.com
Phone: (608) 852-5117

Enclosure



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

Trevor Rollette
Fort Atkinson Waste Water
1600 Farmco Ln
Fort Atkinson, WI 53538

Email: trollette@fortatkinsonwi.gov

Quote #(s): 618467-1

Mechanical System Service Proposal

Scope of Work/Clarifications: Labor and Materials to install 7 pumps in total.
2 Boerger Pumps
3 Flygt RAS Pumps
2 Flygt WAS Pumps.
Material will be 304 SS fittings and pipe.
We will replace one WAS or RAS pump at a time and bring system back up before starting the next.
The Boerger pumps can be fill in work between the other pumps.
Customer purchased the pumps direct.
Fort Atkinson WWTP Personnel to get pumps to the correct building.
We will use FAWWTP Gantry to lower WAS and RAS pumps to the pit.
We are Assuming existing valves will hold.
We are including the Flanges, Flex Connections, Elbows, Reducers, Pipe, and hardware.
We will add Thread o Lets where needed to re-install any gauges.
Exclusions are new Concrete pads or Pad modifications, other than grinding.
Excludes:
Concrete
Fork Truck/ Equipment Rental
Electrical
OT/ Weekend Work
Pricing based on Email Request 6.10.2026.

Tariff Price Escalation

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

Service Location:

Fort Atkinson Waste Water
1600 Farmco Ln
Fort Atkinson, WI 53538

1	Date Requested: 6/26/2026	Fixed Price	\$130,800.00	Initial if Accepted
Description:	Install 5 Pumps In Pit			
Item Notes:				
2	Date Requested: 6/26/2026	Fixed Price	\$51,000.00	Initial if Accepted
Description:	Install Two Boerger Pumps			
Item Notes:				

Total for All Services:	\$181,800.00
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Authorizing Contact		Customer Authorized Representative Signature	
Name:	Allen Hanson	Print Name:	Trevor Rollette
Title:	Senior Service Sales Representative	Signature:	
Date:	6/29/2026	Date:	
Quote #:	618467-1	PO #:	

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

GENERAL TERMS AND CONDITIONS OF SALE

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

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

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

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

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

6. EXCAVATION When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

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

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

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

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

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

12. EXCLUSIVE LIMITED WARRANTY Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from installation. This warranty does not extend to normal wear

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

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

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

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

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

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

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

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

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

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

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

21. CLAIMS AND CHOICE OF LAW Within five days of the occurrence of any event or matter giving rise to a dispute(s), either party has the right to provide the other Party with a written notice, ("Notice of Dispute"). Within fifteen (15) days of receipt of the Notice of Dispute, the Parties shall commence direct negotiations with management officers authorized to enter into a binding resolution or settlement of the dispute. Should direct negotiations fail to resolve the dispute(s) within fifteen (15) days of the commencement of negotiations, all disputes, claims and matters in controversy relating to or arising from the Contract, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless Seller provides written notice to Purchaser that it has elected in its sole discretion, that all such disputes, claims, and matters in controversy shall be decided by litigation. The Parties further agree that the sole and exclusive location and forum for such arbitration or litigation shall be the Fond du Lac County, Wisconsin Circuit Court. If this venue is deemed unenforceable by a court of competent jurisdiction, the parties agree that the alternative venue shall be the Federal District Court for the Eastern District of Wisconsin, Green Bay Division. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) AGREES THAT, IN THE EVENT OF LITIGATION, IT SHALL SEEK TO ENFORCE, AND SHALL ABIDE BY, THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND AGREEMENTS IN THIS SECTION. The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract.

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

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

24. INDEMNIFICATION To the fullest extent permitted by law, PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND SELLER'S AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED CLAIMS, FINES, PENALTIES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, THAT ARISE FROM, RELATE TO, OR OTHERWISE ARE CONNECTED WITH, IN WHOLE OR IN PART, EITHER PARTY'S PERFORMANCE OF THIS CONTRACT, INCLUDING THE ACTS OR OMISSIONS OF EITHER PARTY'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Seller reserves the right to select counsel to represent it in any such action.

25. TERMINATION AND DEFAULT Seller may terminate this Contract upon thirty (30) days written notice for convenience. All amounts owed to Seller for Work completed prior to the termination date shall be paid by Purchaser within ten (10) days of termination. In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said services, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

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

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

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

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

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

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

LAST UPDATE: 12/15/2025



New Customer Information

Invoicing Address/Bill to Location	
☐ Same as Work Location(s)	
Billing Name	
Address (line 1)	
Address (line 2)	
City, State, Zip	
Office Phone	
Email	

*** If multiple service locations are being quoted but there is only one invoicing address, please fill in the address above. If there are any differences in the Work Location and the Billing Location (example: Name; suite number; etc.) please fill out the way the Bill To: address should appear on your invoice.*

Billing/Invoicing Requirements		
Purchase Orders Required on Invoices:		
☐ Yes	☐ No	
Tax Exempt:		
☐ Yes	☐ No	
<i>*Tax Exempt Certificate is required</i>		
Invoice delivery method:		
☐ Email	☐ Mail	☐ Portal
3rd Party/Portal Billing Company (if applicable):		
Accounts Payable Contact		
Name		
Phone		
Email		
Ahern Portal Access:		
☐ Yes	☐ No	
Purchase Order Contact		
Name		
Phone		
Email		
Ahern Portal Access:		
☐ Yes	☐ No	

Primary Scheduling Contact	
Name	
Phone	
Email	
Ahern Portal Access:	
☐ Yes	☐ No
Inspection Report Recipients (if applicable)	
Name	
Email	
Name	
Email	
Ahern Portal Access:	
☐ Yes	☐ No
Other Customer Requirements: Scheduling, invoicing, inspection reporting, etc.	



MEMORANDUM

DATE: July 7, 2026

TO: Fort Atkinson City Council

FROM: Erin Sweeney, Wastewater Utility Superintendent

RE: Review and possible action relating to the replacement of Five Activated Sludge Pumps and Two Digested Sludge Pumps (Sweeney, Wastewater Superintendent)

BACKGROUND

In 2024, the City borrowed \$1.5 million for a solar energy project to offset increases in electricity usage, which ultimately did not provide an acceptable return on investment, as described in the previous staff report. Also reported, at the June 2, 2026, City Council meeting, Donohue and Associates presented a Biosolids study as a next step in potential plant upgrades needed to comply with DNR requirements. The \$1.5 million will allow staff to work ahead in the CIP. The following items are in line with the 2026 Donohue and Associates Biosolids report recommendations.

DISCUSSION

The Secondary Treatment Building currently houses five Fairbanks Morse activated sludge pumps installed in 1991, consisting of three Return Activated Sludge (RAS) pumps and two Waste Activated Sludge (WAS) pumps.

Staff proposes to replace the existing RAS pumps with three 20 HP Flygt 3153 submersible pumps and the WAS pumps with two (2) 7.5 HP Flygt 3127 submersible pumps.

In addition, staff recommends direct replacement of two 10 HP Flygt 3127 digested sludge pumps originally installed in 1992.

To support the upgraded RAS pumping system, staff also proposes replacing two remaining 2006 Cutler Hammer variable frequency drives (VFDs), as one of the three drives was replaced in 2024. The two remaining drives will be replaced in kind with 20 HP ABB ACS580 VFDs.

The RAS pumps continuously return a portion of the plant's influent flow from the secondary clarifiers back to the aeration basins to maintain proper mixed liquor concentrations and biological treatment efficiency. In contrast, the WAS pumps remove excess sludge from the clarifiers and convey it to the belt thickener, where it is concentrated before transfer to the

aerobic digesters.

FINANCIAL ANALYSIS

Xylem Water Solutions USA, Inc. is the only manufacturer of Flygt submersible pumps. The Utility has only used Flygt submersible pumps, and staff continues to be satisfied with their performance. The cost proposal is below.

(3) 20Hp Return Activated Sludge Flygt 3153 submersible pumps	\$83,945.10
(2) 7.5 Hp Waste Activated Sludge Flygt 3127 submersible pumps	\$27,519.20
(2) 10Hp Digested Sludge Flygt 3127 submersible pumps	\$26,072.20
Freight Costs	\$ 8,232.00
Total Cost of Pumps	\$145,768.50

Pump installation proposals were requested from J.F. Ahern, Sabel Mechanical, LLC and Staab Construction and are as follows.

Staab Construction of Marshfield, WI	\$92,400.00
Sabel Mechanical of Fond du Lac, WI	\$84,065.09
Ahern, Fon du Lac, WI	\$130,800.00

Staff also obtained a proposal from Altronex to replace the two remaining variable frequency drives (VFDs) with two (2) 20 HP ABB ACS580 VFDs. VFDs are required to operate the pumps in an efficient manner, ultimately ensuring the pump runs only as fast as it needs to in order to meet demand rather than operating at full speed all the time. Altronex is the sole supplier of controls and telemetry systems for the Utility. The proposal includes the drives and installation for a total cost of \$25,386.00.

Vendor	Scope of Work	Cost (USD)
Xylem Water Solutions USA	Pumps	\$145,768.50
Sabel Mechanical	Pump Installation	\$82,572.74
Altronex	VFDs & Installation	\$25,386.00
Total Project Cost	—	\$253,727.24

RECOMMENDATION

Staff recommends that the City Council approve the purchase of seven Flygt submersible pumps from Xylem Water Solutions USA, Inc. in the amount of \$145,768.50.

Staff recommends that the City Council approve the installation of the seven pumps be completed by Sabel Mechanical at a cost of \$82,572.74.

In addition, staff recommends the City Council approve a proposal from Altronex for the replacement of variable frequency drives, flow control equipment, and associated installation in an amount not to exceed \$25,386.00.

Staff recommends the City Council approve the total project costs from the vendors described above at a cost not to exceed \$253,727.24 to be paid for using Wastewater Utility CIP funds.

ATTACHMENTS

1. 2025-pew-0377Fort AtkisonREV3
2. Flygt Digester Pumps (2)
3. Proposal Fort Atkinson, WI - WWTP - 2026 RAS VFDs (2) 2026181561
4. Proposal - RAS Pumps Staab
5. Was Staab
6. Ras install Sabel
7. Was Install Sabel
8. Ahern Quotes



**Xylem Water Solutions USA, Inc.
Flygt Products**

April 8, 2026

CITY OF FORT ATKINSON
101 N MAIN ST
FORT ATKINSON WI 53538-1861

N26 W23445 Paul Road
Pewaukee, WI 53072
Tel (262) 544-1922
Fax (262) 544-1399

Quote # 2025-PEW-0377 Alternate 1, Version 3
Project Name: Fort Atkinson Ras and Was pumps
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Was pumps 400gpm 35TDH

Qty	Part Number	Description	Unit Price
2	3127.060-2684	Flygt Model NT-3127.060 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 7.5 HP 1750 RPM motor, 439 impeller, 1 x 50 Ft. length of submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 12,794.60
2	14-40 71 29	MINI-CASII/FUS 120/24VAC,24VDC	\$ 877.00
2	14-40 70 97	SOCKET,11 PIN OCTAL DIN MOUNT	\$ 88.00

Was pumps 400gpm 35TDH Price \$ 27,519.20

Ras pumps 1100gpm 44TDH

Qty	Part Number	Description	Unit Price
3	3153.185-6231	Flygt Model NT-3153.185 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 20 HP 1750 RPM motor, 434 impeller, 1 x 50 Ft. length of submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 18,088.70
3	785 82 26	ELBOW,INLET ASSY DN150 X 8"+ ANSI CI	\$ 3,154.00
3	826 70 05	STAND,COMPLETE 3153 MT	\$ 5,774.00
3	14-40 71 29	MINI-CASII/FUS 120/24VAC,24VDC	\$ 877.00
3	14-40 70 97	SOCKET,11 PIN OCTAL DIN MOUNT	\$ 88.00

Ras pumps 1100gpm 44TDH Price \$ 83,945.10

Total Price \$ 111,464.30

Freight Charge \$ 6,556.00

Total Price \$ 118,020.30

Terms & Conditions



This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

As of October 14th, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)
See Freight Payment (Delivery Terms) below.
Taxes: State, local and other applicable taxes are not included in this quotation.
Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.
Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.
Terms of Payment: 100% N30 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.
Terms of Delivery: PP/Add Order Position
Validity: This Quote is valid for sixty (60) days.
COVID 19: Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.
Schedule: Submittals will be supplied 2-3 weeks after order acceptance.
Schedule: Delivery lead times are 9-12 weeks after receipt of submittal approval and order acceptance.



I hope that this information is helpful to you. Should you require additional information or have any questions, please do not hesitate to contact me.

Sincerely,



Joshua Voigt
Sales Representative
Phone: 262/506-2343
Cell: 414/719-5567
joshua.voigt@xylem.com
Fax: 262/544-1399





Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2025-PEW-0377 Alternate 1, Version 3
Customer Name: CITY OF FORT ATKINSON
Job Name:
Total Amount: \$ 111,464.30
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





**Xylem Water Solutions USA, Inc.
Flygt Products**

March 10, 2026

CITY OF FORT ATKINSON
101 N MAIN ST
FORT ATKINSON WI 53538-1861

N26 W23445 Paul Road
Pewaukee, WI 53072
Tel (262) 544-1922
Fax (262) 544-1399

Quote # 2026-PEW-0131
Project Name: Fort Atkinson Np 3127
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

3127.070

Qty	Part Number	Description	Disc. %	Unit Price
2	3127.070-0798	Flygt Model NP-3127.070 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 488 impeller, 1 x 50 Ft. length of submersible cable, FLS leakage detector, volute is prepared for Flush Valve	30.00	\$ 13,036.10

3127.070 Price \$ 26,072.20

Total Price \$ 26,072.20

Freight Charge \$ 1,676.00

Total Price \$ 27,748.20

Terms & Conditions

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As of October 14th, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.
Taxes: State, local and other applicable taxes are not included in this quotation.



Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Payment: 100% N30 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Terms of Delivery: PP/Add Order Position

Validity: This Quote is valid for sixty (60) days.

COVID 19: Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Schedule: Submittals will be supplied 2-3 weeks after order acceptance.

Schedule: Delivery lead times are 9-12 weeks after receipt of submittal approval and order acceptance.

I hope that this information is helpful to you. Should you require additional information or have any questions, please do not hesitate to contact me.

Sincerely,



Joshua Voigt
Sales Representative
Phone: 262/506-2343
Cell: 414/719-5567
joshua.voigt@xylem.com
Fax: 262/544-1399





Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2026-PEW-0131
Customer Name: CITY OF FORT ATKINSON
Job Name:
Total Amount: \$ 26,072.20
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



Name	Customer	Proposal#	Due/Bid Date
Fort Atkinson, WI - WWTP - 2026 RAS VFDs (2)	Fort Atkinson, WI - WWTP	2026181561	5/2/2026, 11:57 AM

Scope

L.W. Allen and its Altronex Control Systems division are pleased to provide a quotation for the following equipment and services.

RAS Pump No.1 (P-4-8-1)

- Provide and install a door mounting kit for the existing VFD keypad
 - Note: this VFD was provided by Altronex in 2024
- Install the MiniCAS module provided by others
 - Door mount MiniCAS
 - Wire seal fail and overtemp into the existing pump fail logic

RAS Pump No.2 (P-4-8-2)

- Provide and install a 20 HP ABB ACS580 VFD and door mounting kit for the keypad
 - Turn the existing VFD over to the owner to keep as spare
- Install the MiniCAS module provided by others
 - Door mount MiniCAS
 - Wire seal fail and overtemp into the existing pump fail logic

RAS Pump No.3 (P-4-8-3)

- Provide and install a 20 HP ABB ACS580 VFD and door mounting kit for the keypad
 - Turn the existing VFD over to the owner to keep as spare
- Replace door mounted 90mm cooling fan and check wiring (this fan was starting and stopping when the MCC bucket door was opened and closed)
- Install the MiniCAS module provided by others
 - Door mount MiniCAS
 - Wire seal fail and overtemp into the existing pump fail logic

65-LCP-4-4

- Provide and install a new FIC-4-7-1 Flow Indicating Controller for RAS Clarifier 1 (South)
 - Note: The display on the existing controller is so faint that it can no longer be read.

Services:

1. Installation and programming of the drive (reuse the existing harmonic filter)
2. Startup and Commissioning
3. Warranty (1 year)

Items specifically not included in this proposal

1. Sales or use tax
2. PLC, OIT, or HMI programming of any kind
3. Performance, payment, or equipment bond of any kind

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

Proposal Amount \$ 25,386.00 USD
Freight Terms: FOB Origin, Freight Prepaid and Add

Respectfully submitted by,



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

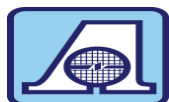
ANY ELECTRICAL WIRING AND SERVICING OF THE GOODS MUST BE PERFORMED BY A LICENSED ELECTRICIAN. WARRANTY CLAIMS FOR GOODS WHICH WERE AT ANY TIME WIRED OR SERVICED BY ANYONE OTHER THAN A LICENSED ELECTRICIAN SHALL NOT BE HONORED IN WHOLE OR PART BY SJE.

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

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

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

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





PROPOSAL

1800 Laemle Ave | Marshfield, WI 54449 | 715-387-8429

Erin Sweeney
City of Fort Atkinson
1600 Farmco Lane
Fort Atkinson, WI 53538

Phone: 920-397-9917 Email: Esweeney@fortatkinsonwi.gov

Fort Atkinson WWTF - RAS WAS

Project Reference: Pumps
Quote Date: 04/29/26
Quote Expires: 05/29/26
Bid Date/Time 04/29/26
Bid No./Revision: 2163-002

RE: Fort Atkinson WWTF - RAS WAS Pumps

The undersigned, having familiarized ourself with the plans, specifications, and local conditions affecting the cost of the work, hereby propose to furnish all labor, material, necessary tools, expendable equipment, and all utility and transportation services necessary to complete the following in a workmanlike manner according to standard practices. This proposal will not be withdrawn for a period of thirty (30) days after proposal date.

BASE BID	RAS PUMP INSTALLATIONS (3 PUMPS)	\$52,700.00
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We base our price on the demo and installation of three new Flygt RAS pumps. Price includes all necessary pipe and equipment pad modifications. Price includes new expansion joints (suction & discharge), and 8" suction plug valves (plus additional 2 - 8" PVs). All piping and fasteners to be stainless steel. Price does not include electrical costs. Scope of work is estimated to be completed in 4-5 days.

At minimum we exclude the following:

- State/Federal Prevailing Wages, Performance & Payment Bond.
- Sales tax is excluded from this proposal. An estimate for sales tax on purchases of materials and equipment by contractor and subcontractors is listed above. If this project qualifies for exemption, owner shall provide a certification of exempt status which authorizes contractor and subcontractors to make purchases without sales tax.
- Quality control concrete, soil, water leakage, and/or lead & asbestos testing or survey.
- Contaminated soil & water remediation and/or removal. If contaminated water is encountered, owner is responsible for proper disposal costs.
- Asbestos & lead abatement.
- Ground water dewatering removal.
- Unsuitable soils removal and/or replacement.
- Temporary bypassing and/or treatment.

Owner Responsibilities:

- Supply of potable and/or non-potable water supply.
- Supply of Electricity for construction purposes.
- Supply of Restroom facilities.

Clarifications:

- Owner responsible for all electrical needs.
- Owner to furnish all pumps via Xylem and associated start-up costs.

Payment Terms: Invoiced upon completion and/or monthly and payable within 30 days from date of invoice. 18% Annual interest added to accounts over 30 days. Where retainage is applicable, client may withhold a maximum of 5%, not to exceed the value of work to be completed. Staab requires full retainage release & final payment within 60 days of completion for our scope of work.

Schedule: Staab will begin executing contract obligations within 30 calendar days after we receive a notice to proceed and will be completed in approximately 5 calendar days. Normal work hours are Monday thru Thursday, 10 hour days per week straight time labor rate. Compressed schedule compensation is assessed at 1.5 times after 10 hours each day and/or beyond a 40 hour work week. Holiday pay compensation is assessed at 2 times the hourly base rate. Compensation adjustments are based on the rates noted below under "Changed Conditions".

Changed Conditions / Contract Adjustment Rates: If subsurface, latent, and/or unknown physical conditions differ from those indicated in this agreement or in documents made available by Contractor, Engineer, or Owner, Staab Construction shall be entitled to an equitable change in contract price and an extension of the project completion date for such changed conditions. Extra work and associated costs will proceed only upon written orders, and will become an extra charge over and above this base bid price. Such additional charges will be based on actual cost required to complete the work. Rates for time & material cost plus proposals are available upon request.

Price Escalators: If there is an increase in the actual cost of labor or materials charged to the Contractor in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the contractor. Contractor will submit written documentation of the increased charges to the Prime Contractor/Owner upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the contract for convenience.

Contract Cancellation: Upon written notification for any such nature that our contract is to be terminated, Staab Construction will stop work immediately. Costs incurred will be billed for reimbursement utilizing the rates noted in "Changed Conditions/Contract Adjustment Rates".

Limited Warranty: Unless otherwise noted on the face hereof, Staab Construction goods, auxiliaries, and parts thereof are warranted per contract agreement documents, against defective workmanship and material for a period of twelve (12) months from date of substantial project completion with the original user. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, Staab shall, at Staab's option, either repair or replace the defective goods or reperform defective services not to exceed the value of the original contract. If applicable, Staab will assign to Buyer all warranties applicable to any portion of the Work or Materials obtained from third parties, or if not assignable, will assert such warranties on behalf of buyer's request. Warranty shall not apply to any work which that has been subjected to improper or excessive operating conditions, misapplications, accidents, neglect, improper repair or alteration, normal wear and tear, corrosion, abrasion or erosion, abuse, defects resulting from Buyer's specifications or designs, or any unauthorized disassembly or rework by others.

Contracts: Please note this proposal is for bid submission reference only and is not a formal contract between buyer and seller. A mutual agreed upon contract form will be selected between buyer and seller after Staab receives written confirmation accepting this proposal. At that time both parties will review agreeable contract terms and conditions as it relates to this proposal document.

Sales & Use Tax: Sales & use tax on the purchase of material and equipment by Staab and subcontractors has been excluded as part of this proposal. If this proposal is tax exempt, owner will provide documentation to be used by Staab and all subcontractors to purchase materials and equipment without sales tax. If this proposal is not tax exempt, please add the appropriate sales tax value referenced in the pricing table above.

Insurance: Staab Construction purchases and maintains property insurance (Builders Risk or Installation Floater) upon the Work on a completed value basis, in the amount of the full insurable replacement cost and be written on a "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the owner or engineer. Property insurance shall be maintained until the project has reached substantial completion and is operating to its intended purpose.

Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete. Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined.

Other insurance Staab Construction will maintain includes liability, automobile, and workman’s compensation. insurance. Professional liability insurance will be provided to cover claims for negligent professional services performed by Staab Construction during the term of this agreement. Staab Construction will not be required to provide professional design services unless specifically required by the Contract Documents for a portion of the work. Limits of professional liability insurance is \$2,000,000 per claim and an annual aggregate of \$2,000,000.

In order to secure performance of its payment and other obligations under this agreement, owner shall provide contractor with financial security in such form as shall be reasonably acceptable to contractor. Such security shall be delivered to and approved by contractor within thirty (30) days of the effective date of this agreement. In the event that owner does not provide acceptable financial security by such date, contractor may at its election immediately or within thirty (30) days thereof terminate this agreement in which case this agreement shall be of no further force or effect except that owner shall be and remain fully liable for the cost of the work theretofore incurred by contractor in connection with this project together with 15% percent of such expenditures (to cover contractor's profit and overhead) regardless of when such expenditures were incurred and regardless of whether such expenditures ultimately proved to be of any value or use to owner.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, THIS CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS 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 CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO ITS MORTGAGE LENDER, IF ANY. THIS CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND OWNER’S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Respectfully Submitted By:

Jacob J Charron

Service Manager

Jake Charron

ACCEPTANCE OF PROPOSAL -	The prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. This proposal will now be a binding contract.
Signature: _____	Date: _____
_____ (Printed name and title)	

GENERAL, MECHANICAL, EARTHWORK CONTRACTOR

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Municipal & Industrial
•

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PROPOSAL

1800 Laemle Ave | Marshfield, WI 54449 | 715-387-8429

Erin Sweeney
City of Fort Atkinson
1600 Farmco Lane
Fort Atkinson, WI 53538

Phone: 920-397-9917 Email: Esweeney@fortatkinsonwi.gov

Fort Atkinson WWTF - RAS WAS

Project Reference: Pumps
Quote Date: 05/12/26
Quote Expires: 06/11/26
Bid Date/Time 05/12/26
Bid No./Revision: 2163-003 REV1

RE: Fort Atkinson WWTF - RAS WAS Pumps

The undersigned, having familiarized ourself with the plans, specifications, and local conditions affecting the cost of the work, hereby propose to furnish all labor, material, necessary tools, expendable equipment, and all utility and transportation services necessary to complete the following in a workmanlike manner according to standard practices. This proposal will not be withdrawn for a period of thirty (30) days after proposal date.

BASE BID	WAS PUMP INSTALLATIONS (2 PUMPS)	\$39,700.00
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We base our price on the demo and installation of two new Flygt WAS pumps. Price includes all necessary pipe and equipment pad modifications. Price includes new expansion joints (suction & discharge), and 6" suction plug valves. Price includes replacing 8" reducing tee on suction side to accomodate pump size changes and to reuse existing concrete pump pads. All piping and fasteners to be stainless steel. Price does not include electrical costs. Scope of work is estimated to be completed in 3-4 days.

At minimum we exclude the following:

- State/Federal Prevailing Wages, Performance & Payment Bond.
- Sales tax is excluded from this proposal. An estimate for sales tax on purchases of materials and equipment by contractor and subcontractors is listed above. If this project qualifies for exemption, owner shall provide a certification of exempt status which authorizes contractor and subcontractors to make purchases without sales tax.
- Quality control concrete, soil, water leakage, and/or lead & asbestos testing or survey.
- Contaminated soil & water remediation and/or removal. If contaminated water is encountered, owner is responsible for proper disposal costs.
- Asbestos & lead abatement.
- Ground water dewatering removal.
- Unsuitable soils removal and/or replacement.
- Temporary bypassing and/or treatment.

Owner Responsibilities:

- Supply of potable and/or non-potable water supply.
- Supply of Electricity for construction purposes.
- Supply of Restroom facilities.

Clarifications:

- Owner responsible for all electrical needs.
- Owner to furnish all pumps via Xylem and associated start-up costs.

Payment Terms: Invoiced upon completion and/or monthly and payable within 30 days from date of invoice. 18% Annual interest added to accounts over 30 days. Where retainage is applicable, client may withhold a maximum of 5%, not to exceed the value of work to be completed. Staab requires full retainage release & final payment within 60 days of completion for our scope of work.

Schedule: Staab will begin executing contract obligations within 30 calendar days after we receive a notice to proceed and will be completed in approximately 4 calendar days. Normal work hours are Monday thru Thursday, 10 hour days per week straight time labor rate. Compressed schedule compensation is assessed at 1.5 times after 10 hours each day and/or beyond a 40 hour work week. Holiday pay compensation is assessed at 2 times the hourly base rate. Compensation adjustments are based on the rates noted below under "Changed Conditions".

Changed Conditions / Contract Adjustment Rates: If subsurface, latent, and/or unknown physical conditions differ from those indicated in this agreement or in documents made available by Contractor, Engineer, or Owner, Staab Construction shall be entitled to an equitable change in contract price and an extension of the project completion date for such changed conditions. Extra work and associated costs will proceed only upon written orders, and will become an extra charge over and above this base bid price. Such additional charges will be based on actual cost required to complete the work. Rates for time & material cost plus proposals are available upon request.

Price Escalators: If there is an increase in the actual cost of labor or materials charged to the Contractor in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the contractor. Contractor will submit written documentation of the increased charges to the Prime Contractor/Owner upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the contract for convenience.

Contract Cancellation: Upon written notification for any such nature that our contract is to be terminated, Staab Construction will stop work immediately. Costs incurred will be billed for reimbursement utilizing the rates noted in "Changed Conditions/Contract Adjustment Rates".

Limited Warranty: Unless otherwise noted on the face hereof, Staab Construction goods, auxiliaries, and parts thereof are warranted per contract agreement documents, against defective workmanship and material for a period of twelve (12) months from date of substantial project completion with the original user. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, Staab shall, at Staab's option, either repair or replace the defective goods or reperform defective services not to exceed the value of the original contract. If applicable, Staab will assign to Buyer all warranties applicable to any portion of the Work or Materials obtained from third parties, or if not assignable, will assert such warranties on behalf of buyer's request. Warranty shall not apply to any work which that has been subjected to improper or excessive operating conditions, misapplications, accidents, neglect, improper repair or alteration, normal wear and tear, corrosion, abrasion or erosion, abuse, defects resulting from Buyer's specifications or designs, or any unauthorized disassembly or rework by others.

Contracts: Please note this proposal is for bid submission reference only and is not a formal contract between buyer and seller. A mutual agreed upon contract form will be selected between buyer and seller after Staab receives written confirmation accepting this proposal. At that time both parties will review agreeable contract terms and conditions as it relates to this proposal document.

Sales & Use Tax: Sales & use tax on the purchase of material and equipment by Staab and subcontractors has been excluded as part of this proposal. If this proposal is tax exempt, owner will provide documentation to be used by Staab and all subcontractors to purchase materials and equipment without sales tax. If this proposal is not tax exempt, please add the appropriate sales tax value referenced in the pricing table above.

Insurance: Staab Construction purchases and maintains property insurance (Builders Risk or Installation Floater) upon the Work on a completed value basis, in the amount of the full insurable replacement cost and be written on a "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the owner or engineer. Property insurance shall be maintained until the project has reached substantial completion and is operating to its intended purpose.

Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete. Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined.

Other insurance Staab Construction will maintain includes liability, automobile, and workman’s compensation. insurance. Professional liability insurance will be provided to cover claims for negligent professional services performed by Staab Construction during the term of this agreement. Staab Construction will not be required to provide professional design services unless specifically required by the Contract Documents for a portion of the work. Limits of professional liability insurance is \$2,000,000 per claim and an annual aggregate of \$2,000,000.

In order to secure performance of its payment and other obligations under this agreement, owner shall provide contractor with financial security in such form as shall be reasonably acceptable to contractor. Such security shall be delivered to and approved by contractor within thirty (30) days of the effective date of this agreement. In the event that owner does not provide acceptable financial security by such date, contractor may at its election immediately or within thirty (30) days thereof terminate this agreement in which case this agreement shall be of no further force or effect except that owner shall be and remain fully liable for the cost of the work theretofore incurred by contractor in connection with this project together with 15% percent of such expenditures (to cover contractor's profit and overhead) regardless of when such expenditures were incurred and regardless of whether such expenditures ultimately proved to be of any value or use to owner.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, THIS CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS 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 CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO ITS MORTGAGE LENDER, IF ANY. THIS CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND OWNER’S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Respectfully Submitted By:

Jacob J Charron

Service Manager

Jake Charron

ACCEPTANCE OF PROPOSAL -	The prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. This proposal will now be a binding contract.
Signature: _____	Date: _____
_____ (Printed name and title)	

GENERAL, MECHANICAL, EARTHWORK CONTRACTOR

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Quote No. Q12287
Date: Jun 24, 2026

W 3150 Co Rd H, Fond du Lac, WI 54937
920-581-5810
www.sabelmechanical.com
Sabel Contact: Dick Daehnert
Email: dick@sabelmechanical.com

Sabel Mechanical LLC

Customer Billing Information	Job Site Information	Contact and Other Information
FORT ATKINSON 101 N Main St, FORT ATKINSON, WI 53538-1896	Fort Atkinson WWTP 1600 Farmco Ln, Fort Atkinson, WI 53538	Contact: Erin Sweeney Phone: 1-920-397-9917 Email: ESweeney@fortatkinsonwi.gov

Sabel Mechanical is pleased to submit this proposal for:

Scope of Work

Remove/Reinstall (3) (Owner provided) RAS Pumps \$46,802.57

Scope of Work:

Demo & remove (3) existing RAS pumps, DI piping, 8" plug valve, 3/4" copper seal water & drain piping & electrical connection

Leave existing concrete base & steel base plate from existing pumps

Install (3) new Owner provided Flygt Model NT 3153 MT3 pumps

Mount new pumps to existing steel base

Install (1) new 8" plug valve W 2" sq. nut at each pump (suction side)

Provide & install new 6" & 8" sch 10 SST piping & fittings and attach to existing DI flanged 90 El. at each pump

Provide new junction box & wiring to connect new pumps to existing electrical supply switch (assume existing switch is sized properly to run new pumps)

Quote Total: \$46,802.57

Estimate valid until: Jul 24, 2026

Terms of Payment: 30 days

Customer Signature: _____ Date _____

Customer Name (Print) _____

P.O. #: _____

Due to the fluctuating material pricing and availability, quote is valid thru end of today's business day, Pricing may have to be adjusted at time of purchase and will be reflected when project is invoiced



Quote No. Q12288
Date: Jun 24, 2026

W 3150 Co Rd H, Fond du Lac, WI 54937
920-581-5810
www.sabelmechanical.com
Sabel Contact: Dick Daehnert
Email: dick@sabelmechanical.com

Sabel Mechanical LLC

Customer Billing Information	Job Site Information	Contact and Other Information
FORT ATKINSON 101 N Main St, FORT ATKINSON, WI 53538-1896	Fort Atkinson WWTP 1600 Farmco Ln, Fort Atkinson, WI 53538	Contact: Erin Sweeney Phone: 1-920-397-9917 Email: ESweeney@fortatkinsonwi.gov

Sabel Mechanical is pleased to submit this proposal for:

Scope of Work

Remove/Reinstall (2) (Owner provided) WAS Pumps \$37,263.52

Scope of Work:

Demo & remove (2) existing WAS pumps, DI piping, 4" plug valve, 3/4" copper seal water & drain piping & electrical connection

Demo top 6" of existing concrete base & steel base plate from existing pumps

Form & pour new concrete cap at existing concrete bases

Install (2) new Owner provided Flygt Model NT 3127 MT3 pumps

Install (1) new 6" plug valve W 2" sq. nut at each pump (suction side)

Provide & install new 6" & 8" sch 10 SST piping & fittings and attach to existing DI flanged 90 El. at each pump

Provide new junction box & wiring to connect new pumps to existing electrical supply switch (assume existing switch is sized properly to run new pumps)

Quote Total: \$37,263.52

Estimate valid until: Jul 24, 2026

Terms of Payment: 30 days

Customer Signature: _____ Date _____

Customer Name (Print) _____

P.O. #: _____

Due to the fluctuating material pricing and availability, quote is valid thru end of today's business day, Pricing may have to be adjusted at time of purchase and will be reflected when project is invoiced



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

June 29, 2026

Work Locations:

Fort Atkinson Waste Water
1600 Farmco Ln
Fort Atkinson, WI 53538

Trevor Rollette
Fort Atkinson Waste Water
1600 Farmco Ln
Fort Atkinson, WI 53538

Email: trollette@fortatkinsonwi.gov

Quote #(s): 618467-1

Mechanical System Service Proposal

Dear Trevor,

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

We will perform the proposed services, per your written approval. If this proposal meets your needs, please sign and send the completed proposal back to AHanson@jfahern.com.

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

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

Sincerely,

Allen Hanson
Senior Service Sales Representative
Email: AHanson@jfahern.com
Phone: (608) 852-5117

Enclosure



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

Trevor Rollette
Fort Atkinson Waste Water
1600 Farmco Ln
Fort Atkinson, WI 53538

Email: trollette@fortatkinsonwi.gov

Quote #(s): 618467-1

Mechanical System Service Proposal

Scope of Work/Clarifications: Labor and Materials to install 7 pumps in total.
2 Boerger Pumps
3 Flygt RAS Pumps
2 Flygt WAS Pumps.
Material will be 304 SS fittings and pipe.
We will replace one WAS or RAS pump at a time and bring system back up before starting the next.
The Boerger pumps can be fill in work between the other pumps.
Customer purchased the pumps direct.
Fort Atkinson WWTP Personnel to get pumps to the correct building.
We will use FAWWTP Gantry to lower WAS and RAS pumps to the pit.
We are Assuming existing valves will hold.
We are including the Flanges, Flex Connections, Elbows, Reducers, Pipe, and hardware.
We will add Thread o Lets where needed to re-install any gauges.
Exclusions are new Concrete pads or Pad modifications, other than grinding.
Excludes:
Concrete
Fork Truck/ Equipment Rental
Electrical
OT/ Weekend Work
Pricing based on Email Request 6.10.2026.

Tariff Price Escalation

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

Service Location:

Fort Atkinson Waste Water
1600 Farmco Ln
Fort Atkinson, WI 53538

1	Date Requested: 6/26/2026	Fixed Price	\$130,800.00	Initial if Accepted
Description:	Install 5 Pumps In Pit			
Item Notes:				
2	Date Requested: 6/26/2026	Fixed Price	\$51,000.00	Initial if Accepted
Description:	Install Two Boerger Pumps			
Item Notes:				

Total for All Services:	\$181,800.00
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Authorizing Contact		Customer Authorized Representative Signature	
Name:	Allen Hanson	Print Name:	Trevor Rollette
Title:	Senior Service Sales Representative	Signature:	
Date:	6/29/2026	Date:	
Quote #:	618467-1	PO #:	

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

GENERAL TERMS AND CONDITIONS OF SALE

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

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

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

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

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

6. EXCAVATION When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

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

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

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

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

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

12. EXCLUSIVE LIMITED WARRANTY Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from installation. This warranty does not extend to normal wear

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

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

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

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

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

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

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

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

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

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

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

21. CLAIMS AND CHOICE OF LAW Within five days of the occurrence of any event or matter giving rise to a dispute(s), either party has the right to provide the other Party with a written notice, ("Notice of Dispute"). Within fifteen (15) days of receipt of the Notice of Dispute, the Parties shall commence direct negotiations with management officers authorized to enter into a binding resolution or settlement of the dispute. Should direct negotiations fail to resolve the dispute(s) within fifteen (15) days of the commencement of negotiations, all disputes, claims and matters in controversy relating to or arising from the Contract, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless Seller provides written notice to Purchaser that it has elected in its sole discretion, that all such disputes, claims, and matters in controversy shall be decided by litigation. The Parties further agree that the sole and exclusive location and forum for such arbitration or litigation shall be the Fond du Lac County, Wisconsin Circuit Court. If this venue is deemed unenforceable by a court of competent jurisdiction, the parties agree that the alternative venue shall be the Federal District Court for the Eastern District of Wisconsin, Green Bay Division. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) AGREES THAT, IN THE EVENT OF LITIGATION, IT SHALL SEEK TO ENFORCE, AND SHALL ABIDE BY, THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND AGREEMENTS IN THIS SECTION. The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract.

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

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

24. INDEMNIFICATION To the fullest extent permitted by law, PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND SELLER'S AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED CLAIMS, FINES, PENALTIES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, THAT ARISE FROM, RELATE TO, OR OTHERWISE ARE CONNECTED WITH, IN WHOLE OR IN PART, EITHER PARTY'S PERFORMANCE OF THIS CONTRACT, INCLUDING THE ACTS OR OMISSIONS OF EITHER PARTY'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Seller reserves the right to select counsel to represent it in any such action.

25. TERMINATION AND DEFAULT Seller may terminate this Contract upon thirty (30) days written notice for convenience. All amounts owed to Seller for Work completed prior to the termination date shall be paid by Purchaser within ten (10) days of termination. In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said services, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

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

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

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

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

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

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

LAST UPDATE: 12/15/2025



New Customer Information

Invoicing Address/Bill to Location	
☐ Same as Work Location(s)	
Billing Name	
Address (line 1)	
Address (line 2)	
City, State, Zip	
Office Phone	
Email	

*** If multiple service locations are being quoted but there is only one invoicing address, please fill in the address above. If there are any differences in the Work Location and the Billing Location (example: Name; suite number; etc.) please fill out the way the Bill To: address should appear on your invoice.*

Billing/Invoicing Requirements		
Purchase Orders Required on Invoices:		
☐ Yes	☐ No	
Tax Exempt:		
☐ Yes	☐ No	
<i>*Tax Exempt Certificate is required</i>		
Invoice delivery method:		
☐ Email	☐ Mail	☐ Portal
3rd Party/Portal Billing Company (if applicable):		
Accounts Payable Contact		
Name		
Phone		
Email		
Ahern Portal Access:		
☐ Yes	☐ No	
Purchase Order Contact		
Name		
Phone		
Email		
Ahern Portal Access:		
☐ Yes	☐ No	

Primary Scheduling Contact	
Name	
Phone	
Email	
Ahern Portal Access:	
☐ Yes	☐ No
Inspection Report Recipients (if applicable)	
Name	
Email	
Name	
Email	
Ahern Portal Access:	
☐ Yes	☐ No
Other Customer Requirements: Scheduling, invoicing, inspection reporting, etc.	



MEMORANDUM

DATE: July 7, 2026

TO: Fort Atkinson City Council

FROM: Ben Dayton, Director of Parks and Recreation

RE: Review and possible action relating to the purchase of a Security Access Door System installed by Ignatek with 2026 Municipal Building CIP funds at a cost not to exceed \$10,570.34 (Dayton, Director of Parks and Recreation)

BACKGROUND

The 2022 Fort Atkinson Municipal Building Facility Assessment identified door security deficiencies throughout the Municipal Building due to the limited control over public access to the department entryways and some exterior doors. On page 64 of the Assessment, it is recommended that the city install a monitored electronic locking system with access control via a key FOB system.

Additionally, this project is also supported through a Security Review conducted by Fort Atkinson Police Department in 2018. In that review, recommendations #2 and #6 specifically identified the critical need for door security, with a focus on preventing unauthorized entry.

DISCUSSION

Staff obtained proposals from three vendors for this project: Complex Security Solutions, Engineered Security Solutions, and Ignatek. Each proposal is specific to the installation and programming of the new system. To reduce project expenses, Electrical Department staff will assist with pulling the necessary data lines to the appropriate locations.

The scope of the project includes securing the Main Street entrance (Door 1), the Parks and Recreation entrance (Door 4), and the southwest staff entryway (Door 7). These upgrades will allow city staff to program doors for specific opening and closing times and provide access to authorized personnel via access cards or key fobs. Internal areas requiring increased security include the City Manager's office area, the Finance Director/Clerk office areas, and the entrance to the dance studio/youth center space.

The electronic system offers several key advantages regarding safety and operational efficiency. The use of security cards allows staff to enter office areas while the doors remain locked to the public throughout the day, with card readers also featuring a keypad backup in the event that staff do not have their access card available. Furthermore, the system improves the

management of facility rentals. Parks and Recreation staff will be able to program the Parks and Recreation main entrance to open for municipal gym rentals, eliminating the need for renters to check out physical keys from the Police Department. Additionally, the Fire Department utilizes the same system, allowing staff key fobs to be integrated into a single, unified system across multiple departments. The system is scalable if future access points are desired.

FINANCIAL ANALYSIS

This project has a budget of \$15,000.00, using borrowed funds, and was approved in the 2026 Capital Improvement Project Plan Budget. Installation of the data lines to each door location will be completed by the City Electrician and Parks Maintenance staff to reduce costs. This is reflected in each proposal.

Below are the quotes staff received for the installation and programming:

Engineered Security Solutions: \$13,479.00 (\$3,615.00 annual fee required for cloud services)

Complex Security Solutions: \$19,948.32

Ignatek: \$10,570.34

Staff recommends approving Ignatek's quote, as it is the lowest bid and the installed system does not require annual subscription costs.

RECOMMENDATION

Staff recommends that the City Council approve the proposal from Ignatek for the Municipal Building Security Door Access project at a cost not to exceed \$10,570.34, using borrowed funds identified in the approved 2026 CIP.

ATTACHMENTS

1. MUNI- Door Access- Floor Plan 6.26.26
2. MUNI- Complex Security- Card Access Quote 4.28.26
3. MUNI- Ignatek- DoorAccess Quote 6.25.26
4. MUNI- Engineered Security Solutions- Card Access Quote 4.9.26
5. Municipal Building Exterior Door Numbers 11.6.19
6. COFA Municipal Facility Assessment 2022



Phase 2, or if budget allows: Yellow Arrow



Proposal

Proposal #	1084687922
DATE	04/28/2026

CUSTOMER
Fort Atkinson Parks and Rec Ben Dayton bdayton@fortatkinsonwi.gov 30 N Water St W Fort Atkinson, Wisconsin, 53538-1869

SERVICE LOCATION
Municipal Building 30 N Water St W Fort Atkinson, Wisconsin, 53538-1869

DESCRIPTION	Project: Municipal Building Security Improvements Project Overview Complex Security Solutions will furnish and install electronic card access at the Municipal Building for Fort Atkinson Parks and Recreation. The project includes five (5) doors of card access, utilizing Axis hardware. The access control system will operate from a dedicated server and Axis door controllers installed as part of this project. Scope of Work 1. Municipal Building – Access Control Complex Security Solutions shall: Install five (5) doors of electronic card access at the Municipal Building. Install one (1) access control server to support the card access system. Furnish and install Axis access control controllers required to support the five (5) doors included in this project. Complex Security Solutions will also: Provide all required low-voltage cabling between door hardware and controllers. Install and configure the access control server and controllers for proper system operation. Configure and program all doors for proper operation, schedules, and access permissions. Perform system testing and commissioning to verify proper door function and system performance. Axis controllers and server hardware required for the access control system are included in the quote. **NOTE: ALL cable pulls are the responsibility of Fort Atkinson Parks & Rec. No labor for pulling any type of cabling is included in the quote. If necessary, a change order will have to be issued. Complex Security Solutions will also: Provide camera configuration, programming, and image optimization. Test and commission all cameras to confirm proper recording, image quality, and system reliability. Warranty One (1) year warranty on all labor provided by Complex Security Solutions.
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Pricing & Delivery
Pricing is valid for thirty (30) days from the date of quote issuance.
Pricing and product availability are subject to change after 30 days.
Estimated delivery timeframe is six (6) to ten (10) weeks from date of quote approval.
Delivery timelines are subject to material availability and procurement.

Exclusions
Unless specifically stated otherwise, the following are excluded:
Lifts or specialized access equipment
Network infrastructure beyond the switches specifically included
Network configuration or IT services by others
Electrical work beyond low-voltage scope
Door/frame modifications beyond standard installation
Patching, painting, or finish work
Permits or inspection fees
After-hours work or prevailing wage labor
Any items not explicitly listed in this scope

Estimate

Description	Qty	Rate	Tax	Total
Interior Municipal Building Card Access Install (3) - Reader, Strike, DPS, REX, Cabling, Labor, Programming				\$7,042.40
HID 40NKS-00-000000 40NKS Signo 40 Wall Mount Reader				
HES 5200				
Door Contacts Magnet				
Bosch DS160 REX				
RWC Composite CAC - 1'				
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts				
Service Technician Installation				
Programming-System and/or devices				
Exterior Municipal Building Card Access Install (2) - Reader, Strike, DPS, REX, Cabling, Labor, Programming				\$6,154.93
HID 40NKS-00-000000 40NKS Signo 40 Wall Mount Reader				
HES 9400-630				
Door Contacts Magnet				
Bosch DS160 REX				

RWC Composite CAC - 1'	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Programming-System and/or devices	
Card Access Controller and Server Installation - Controllers, Labor, Programming	\$6,750.99
A1810-B Network Door Controller	
AXIS S2108 Camera Station Recorder with Integrated PoE Switch	
Service Technician Installation	
Programming-System and/or devices	

Proposal Exclusions
We specifically exclude the following from our proposal: • Additional components other than stated above • Permits, if necessary • Premium time, holiday time, after hours time, weekend time

Total: \$19,948.32

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

I acknowledge that a 50% down payment is required (for proposals \$5,000.00 or greater) upon acceptance of this proposal.

A service charge of 1.5% per month will be assessed on balances that remain unpaid 30 days beyond the invoice term date.

BY: Ben Dayton

DATE: 04/28/2026

TERMS & CONDITIONS

1. INSTALLATION TERMS AND CONDITIONS :

1. Complex Security Solutions Inc. ("CSS") agrees to furnish all the materials and labor necessary for the installation of the System in accordance with the specifications as set forth herein, and to complete the installation of the System in a careful workmanlike manner.
2. Customer authorizes and empowers CSS and its designee (whether an employee, agent, or independent contractor) to enter upon the Premises in order to install the System or cause the System to be installed. Customer warrants that it has authority from the owner and/or any other person in control of the Premises to permit the installation of the System under all conditions set forth herein.
3. CSS is hereby authorized to take any preparation such as drilling holes, driving nails, making attachments, or doing other things necessary or pertinent to the installation or service of the System. Customer acknowledges that CSS has no way of knowing whether hidden pipes, wires or other obstructions exist within walls or other concealed spaces, and it is Customer's obligation to make CSS aware of such conditions, failing which, CSS shall have no responsibility for any damage that may be caused.
4. CSS assumes no liability for delay in installation or operation of the System due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrections, acts of God, or any other cause beyond the control of CSS.
5. Customers shall provide, install and maintain all line voltage and conduit necessary for the installation, maintenance, and operation of the System.
6. If the System is to be installed according to plans and specifications for installation provided by Customer, Customer shall pay any and all costs incurred for any additions, changes, or corrections necessitated by inaccuracies, errors, discrepancies, or changes in said plans and specifications.
7. Customer has approved the location of all System Components in CSS's reasonable discretion. Any changes of location, requested by Customer after installation is commenced, will be at Customer's expense.
8. Customer acknowledges and understands that if the audible alarm has an automatic shut-off device and the alarm sounds for any reason, that it is designed to automatically shut-off after sounding for a period of time not to exceed thirty (30) minutes. Customer further acknowledges that unless attempted entry is apparent or unless Customer is notified that the System was activated, Customer will have no way of knowing that the System was activated and automatically shut-off, and that the System, therefore, must be manually restored by Customer. Customer agrees to check the System each day upon opening the Premises in order to determine whether or not the System was activated during the previous operating period.
9. Customer acknowledges it has chosen the system listed on this agreement and that additional protection may be obtained from CSS, over and above that provided herein at an additional cost to customer.
10. Customers understand that the system is sold as a deterrent only and is only part of the total security concept.
11. Customer understands that the system does not include, and the CSS does not provide, any fire or smoke alarm systems. If a customer purchases, installs and maintains at its own expense, its own fire or smoke alarm system, the customer may be able to link said system to the system if the parties expressly agree to such connection in this agreement. CSS shall not be responsible for the installation, maintenance or monitoring of customer's fire or smoke alarm system.

2. LIMITED WARRANTY :

1. Any part of the system installed under this agreement that proves to be defective in material or workmanship within one (1) year of the date of completion of installation will be repaired or replaced at CSS's option with a new or functionally operative part. Materials required to repair or replace such defective components or necessary to make mechanical adjustments to the system will be free of charge for a period of one (1) year following completion of the original installation. Labor required to replace such defective components or necessary to make mechanical adjustments to the system will be free of charge for a period of thirty (30) days following completion of the original installation and shall thereafter be billed to customer at CSS's current rate for labor.
2. The warranty printed above does not apply to the conditions listed below and in the event, customer calls CSS for service under the warranty and upon inspection by CSS it is determined that one of these conditions has led to the interoperability or the apparent interoperability of the system, a charge will be made for the service call of CSS. Should it actually be necessary to make repairs to the system due to one of the "conditions not covered by warranty," customers shall pay a charge for such work at CSS's then applicable rates for labor and material.

3. CONDITIONS NOT COVERED BY WARRANTY :

1. Damage resulting from accident, acts of God, alteration, misuse, tampering, and abuse.
2. Customer alterations to the System.
3. Failure of Customer to properly close or secure door, window, or other point protected by an Intruder System.
4. Failure of Customer to properly follow operating instructions provided by CSS at time of installation, or any time thereafter.
5. Trouble in leased telephone line.
6. Trouble due to interruption of commercial power.
7. The expense of ordinary maintenance and repair of the System due to normal wear and tear.
8. Except as set forth above CSS makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the service components and other equipment, its merchantability, or its Fitness for any particular use. CSS does not represent nor warrant that the system may not be compromised or circumvented or that the system will prevent any loss by burglary, holdup, fire, or otherwise or that the system will in all cases, provide the protection for which it is installed.
9. Customer acknowledges that CSS shall not be reliable for consequential damages, that any affirmation of fact or promise made by CSS shall not be deemed to create an express warrant, that customer is not relying on CSS's skill or judgment in selecting or furnishing a system suitable for any particular purpose, and that there are no warranties that extend beyond those on the face of this agreement. Customer has read and understands all of this agreement, including sections below which set forth CSS's maximum liability in the event of loss or damage to customer or a third party.

4. ACCEPTANCE OF INSTALLATION: Any error or omission in the construction or installation of the System must be called to the attention of CSS, in writing, within five (5) days after completion of installation. Upon the expiration of said five (5) days, the installation shall be deemed totally satisfactory to and accepted by the Customer.

5. MONITORING: Except as specifically set forth herein, CSS shall not be obligated to provide service of any type on the System. If Customer wishes CSS to service or monitor the System, such an agreement shall be expressly stated on the front of this Agreement or separately negotiated in writing.

6. GENERAL TERMS AND CONDITIONS:

1. CSS shall not be responsible nor liable for any costs or charges necessitated by changes in the standards and regulations of any regulatory agency after the date of execution of this Agreement.
 2. Except as expressly provided in the limited warranty contained in Section 2 of this Agreement, Customer shall be responsible for and shall pay CSS the costs of any additions, corrections, or changes to the System that may be requested or required after the execution of this Agreement by the Customer or by any regulatory agencies or institutions, including but not limited to, the State Fire Marshal, City Fire and Electrical Department, any insurance companies, the National Fire Protection Association, Underwritings Laboratory, Inc., or any other municipal/regulatory agencies.
 3. CSS shall not be bound by additions, corrections, or changes referred to herein, unless the changes are brought to CSS's attention in writing.
 4. Customer acknowledges that it is Customer's responsibility to bring to the attention of CSS any rules, regulations, standards, or codes that Customer may be aware of and that the System must comply with.
7. **RISK OF LOSS, DAMAGE TO SYSTEM:** Customer acknowledges and agrees that title to the System and all the System Components and equipment herein shall remain property of CSS until such time that Customer pays in full for the System Components and installation of the System. Until the System is paid for in full, Customer shall bear the entire risk of loss thereof, and repairs or reinstallation necessary due to damage to the System, caused by persons or entities other than CSS, shall be at Customer's expense.
8. **DEFAULT:**
1. If Customer defaults in the performance of any of the terms or conditions of this Agreement, CSS may pursue any one or more of the following remedies, which are cumulative and not inclusive.
 1. Recovery from Customer the total unpaid balance of the sum provided for in this Agreement (including, but not limited to fees for the System Components, installation, and monitoring);
 1. Repossess that equipment above described;
 2. Immediately cease work on the installation of the System and terminate the Agreement by giving Customer ten (10) days written notice;
 3. Pursue any remedy at law now or hereafter existing;
 4. In the event of non-payment for monitoring fees as required by this Agreement, CSS's designee (whether employee, agent or independent contractor) shall have the right and access necessary to disconnect or deprogram any System Components or equipment related to monitoring. CSS shall also be entitled to collect monitoring fees up to the disconnection date of the applicable System Components.
 2. In the event of repossession of the equipment and resale thereof, Customer shall be responsible to CSS for any deficiency remaining after applying the proceeds of resale first to all costs of repossession and resale, including but not limited to storage, repair, renovation, alteration, attorney fees, collection costs, commissions, and the to the unpaid amount of the sum agreed to in this Agreement.
9. **CUSTOMER'S PURCHASE ORDER:** It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Customer's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
10. **THIRD-PARTY INDEMNIFICATION:** Customer agrees to and shall indemnify, defend and hold harmless CSS, its employees and agents for and against all claims brought by parties other than the parties of this Agreement. This provision shall apply to all claims regardless of cause including CSS's performance or failure to perform and including defects in products, design, installation, maintenance, operation or non- operation of the system whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of the CSS, its employees or agents.
11. **ACKNOWLEDGEMENT OF RISKS:** Customer acknowledges the spectrum of inherent risks that arise from non-adherence to prescribed cybersecurity best practices. CSS may propose a comprehensive array of protective strategies, these can include, but are not limited to, the employment of multi-factor authentication protocols to ensure user identity verification, the deployment of advanced firewall technologies to defend the network's periphery, the consistent application of software updates and security patches to mitigate known vulnerabilities, and the facilitation of targeted employee education programs aimed at thwarting phishing schemes and other security threats that exploit user behavior.
12. **ELECTION TO NOT INCORPORATE SECURITY MEASURES:** By electing not to incorporate CSS recommended security measures, the Customer consents to assume an elevated level of risk. This includes but is not limited to, the potential compromise and theft of sensitive data, financial losses attributable to fraudulent activities or service disruptions, and operational challenges, such as system downtime or the erosion of customer confidence.
13. **WAIVER OF LIABILITY:** By signing the agreement, the Customer agrees not to hold CSS liable for any negative outcomes that result from Customer failing to employ security measures as proposed by CSS. This waiver protects CSS from legal claims for damages that could arise from the Customer's decisions.
14. **CUSTOMERS RESPONSIBILITIES:** The Customer accepts the full spectrum of risks and consequences that may result from not taking the recommended cybersecurity actions. This means that if a security breach occurs, the client cannot blame CSS for the resultant damages, as they chose to ignore the precautions advised by the provider.
15. **CSS IS NOT AN INSURER; DAMAGES:**
1. It is understood and agreed that CSS is not an insurer; that insurance, if any, shall be obtained by customer, that payments provided herein are based solely upon the value of the system and are unrelated to the value of customer's property or the property of others located in customer's premises. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages if any, resulting loss to customer because of, among other things:
 1. The uncertain amount or value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences that the System is designed to protect or avert;
 2. The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
 3. The inability to ascertain what portion, if any of any loss would be proximately caused by CSS's failure to perform or its equipment to operate; and
 4. The nature of the System installed by CSS.
 2. Customer understands and agrees that if CSS should be found liable for loss or damage due from failure of CSS to perform any of the obligations herein, including but not limited to: installation, warranty service, or the failure of the System or equipment in any respect whatsoever, CSS's total maximum liability shall be limited to amounts paid to CSS, and that provisions of this Section shall apply whether loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non- performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of CSS, its agents, assigns, or employees. In the event that the Customer wishes CSS to assume greater liability, Customer has the right to obtain from the CSS a higher limit by paying an additional amount for the increase in liability,

and a rider shall be attached hereto setting forth such higher limit and additional costs, but such additional obligation will in no way be interpreted to hold CSS as insurer.

16. INVALID PROVISION: If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
17. RIGHTS AND SUBCONTRACTORS: Customer acknowledges and agrees that CSS may subcontract any of the work to be performed pursuant to his Agreement, including, but not limited to, installation and monitoring of the System. Customer acknowledges and agrees that this Agreement and particular those Sections relating to disclaimer of warranties, damages and indemnification, inure to the benefit of and are applicable to any subcontractors employed by CSS, in that they bind Customer with respect to said subcontractors with the same force and effect as they bind Customer to CSS.
18. TAXES: Customers will pay all taxes, license fees, or fines that may be assessed on the system by governing bodies, and these costs shall be in addition to any charges paid to the CSS for monitoring or any other service.
19. PERIODIC TESTING: Customer agrees to completely test the System at least twice a year.
20. ATTORNEYS FEES: In the event it shall become necessary for CSS to institute legal proceedings to collect the cost of installation, monitoring or any progress payments as set forth herein, then, in that event, the Customer shall pay CSS, reasonable attorneys' fees and costs of said legal proceedings.
21. GOVERNING LAW; CHOICE OF FORUM: The laws of the State of Wisconsin shall govern the interpretation of this Agreement and any disputes arising under it. The parties acknowledge that this contract originated in the State of Wisconsin and the covenants relating thereunder bear a significant relationship to said State. The parties agree that any litigation resulting from disputes arising under this Agreement shall take place in Waukesha County.
22. NON-SOLICITATION: Neither party shall knowingly solicit or hire, any of the other party's employees involved in the Services during the term of the Agreement and for a period of six (12) months from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.
23. ENTIRE AGREEMENT; MODIFICATIONS; ALTERATIONS; WAIVER: This Agreement is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement; and the parties rely only upon the context of this Agreement in executing it; and have not relied upon any other representations, oral or otherwise, made by the parties, their agents or employees. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
24. NOTICES: All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid, to the address as set forth in this Agreement or to any other address provided by the other party from time to time in writing.

BY: Ben Dayton

DATE: 04/28/2026



We have prepared a quote for you

Door access control

Quote # 004421

Version 1

Prepared for:
City of Fort Atkinson

Ben Dayton
bdayton@fortatkinsonwi.gov

Prepared by:
Ignatek LLC

Trever Brandenburg
Trever@ignatek.com



Thursday, June 25, 2026

City of Fort Atkinson
Ben Dayton
101 North Main Street
Fort Atkinson, WI 53538
bdayton@fortatkinsonwi.gov

Dear Ben,
Attached is the proposal for the door access control.

This will be for 7 doors.

There is no residual monthly reoccurring cost for our system and it is easy to manage.

If you have any questions let me know.

*****THIS IS AN ESTIMATE AND NOT A FIXED COST PROPOSAL. ALL TECHNOLOGY VARIES AND WILL BE ACTUAL
TIME BILLED*****

Trever Brandenburg
Owner
Ignatek LLC

Hardware

Description		Price	Qty	Ext. Price
75260	Atlas Panel 460 - 4 door ZKT ATLAS460 Bun ATLAS460 IN A METAL CABINET 10LBS, 16"X16"X6", WITH POWER SUPPLY	\$1,563.00	2	\$3,126.00
78934	Thin-Outdoor Reader/PIN Pad	\$258.00	7	\$1,806.00
44261	HES 5000C electric strike HES 5000C-12/24D-630 44261 EA 116.37 232.74 1.0 ELECTRIC STRIKE, HEAVY DUTY, 1.0 COMPLETE WITH 501 & 501A STRIKE PLATES, FAIL SAFE/FAIL SECURE, CONTINUOUS DUTY 12/24 VDC, 630 FINISH	\$319.99	4	\$1,279.96
37085	SURFACE MOUNT RIM STRIKE, 1/2" SURFACE MOUNT RIM STRIKE, 1/2"	\$367.45	2	\$734.90
76705	MagLock MagLock	\$88.74	1	\$88.74
12145	Rex IR Sensor Red IR Sensor DET DS160	\$142.74	1	\$142.74
22097	Power supply 12v/24v ALT AL400ULACM 22097 EA 283.27 566.54 1.0 POWER SUPPLY 12/24VDC *NOTES 1.0 CAB,ACM-8,FIRE/ACCESS INT.	\$368.25	2	\$736.50
11061	BATTERY 12V 7 AH 5.95"L x 2.56"W x 3.7"H BATTERY 12V 7 AH 5.95"L x 2.56"W x 3.7"H	\$19.25	2	\$38.50
76700	ZKT Prox Keycard - Thick 100pack ZKT PROX-CARD-THICK	\$455.00	1	\$455.00
74965	ZKT Prox Keyfob 100piece ZKT PROX-KEY-FOB	\$442.00	1	\$442.00
IGN-Miscellaneous	Miscellaneous Hardware Miscellaneous Hardware	\$100.00	1	\$100.00
Subtotal				\$8,950.34

Services

Description		Price	Qty	Ext. Price
IGN-Labor	Ignatek Hourly Labor Ignatek hourly labor	\$135.00	12	\$1,620.00
Subtotal				\$1,620.00



Door access control

Quote Information:

Quote #: 004421

Version: 1

Delivery Date: 06/25/2026

Expiration Date: 07/23/2026

Prepared for:

City of Fort Atkinson

101 North Main Street

Fort Atkinson, WI 53538

Ben Dayton

(920) 397-9910

bdayton@fortatkinsonwi.gov

Prepared by:

Ignatek LLC

Trever Brandenburg

(608) 314-0895

 Trever@ignatek.com

Quote Summary

Description	Amount
Hardware	\$8,950.34
Services	\$1,620.00

Total: \$10,570.34

THIS IS NOT A BILL

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Ignatek LLC

City of Fort Atkinson

Signature:

Name:

Trever Brandenburg

Title:

Owner

Date:

06/25/2026

Signature:

Name:

Ben Dayton

Date:



Friday, March 20, 2026

City of Fort Atkinson
Parks & Recreation
30 N Water St, W
Fort Atkinson, WI 53538
ATTN: Ben Dayton
bdayton@fortatkinsonwi.gov
920-397-9910

Four Door Brivo Access Control System with Fifth Door Add-On Option

Scope of work: Engineered Security Solutions, Inc proposes to provide and equip four doors with Access Control. Doors Specified Below. This proposal includes everything required for the installation apart from the low voltage cabling. ESS will work with customer's personnel for specific cabling runs and requirements.

Please note: We welcome Fort Atkinson Parks & Recreation to be invited to a scheduled screen share demo with our Brivo Representative so you can see first hand what Brivo is and how easy it is to manage.

DOORS: Park & Rec South Exterior Main Entrance / Stairwell Entrance / Clerk/Treasurer Office Door / City Manager Office Door

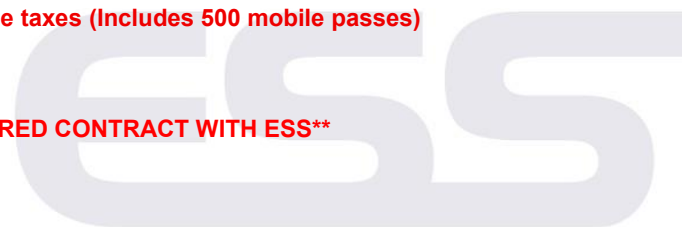
MATERIAL:

Qty.	Description
2.00	Brivo ACS300 IP/ WIFI Door Controller
2.00	Altronix Access Control Power Supply
4.00	Mullion Mount Tri-Technology Reader
2.00	UltraTech 12V 7AH Sealed Lead Acid Battery Backup
2.00	Brivo Unified Credential Smart Key Fob- 25 pack
4.00	Edwards Signaling Recessed Steel Door Magnetic Contact
1.00	Required Mechanical and Electrical Door Hardware for (4) doors
1.00	Programming
1.00	Training
1.00	Labor

TOTAL PURCHASE PRICE (CABLING NOT INCLUDED \$13,479 + applicable tax

Required Brivo Cloud Services \$3,615 per year + applicable taxes (Includes 500 mobile passes)

****CUSTOMER OWNS EQUIPMENT AND NO REQUIRED CONTRACT WITH ESS****



Initial here____Page 1 of 4

16805 W. Observatory Road, New Berlin, WI 53151-5551 P: 262-780-9770 F: 262-754-4735 **WWW.ENGINEEREDSECURITY.NET**



East Entrance Fifth Door Add-On Option

Qty.	Description
1.00	Brivo ACS300 IP/ WIFI Door Controller
1.00	Altronix Access Control Power Supply
1.00	Mullion Mount Tri-Technology Reader
1.00	East Entrance Locking Hardware
1.00	Edwards Signaling Recessed Steel Door Magnetic Contact
1.00	Programming
1.00	Training
1.00	Labor

TOTAL PURCHASE PRICE (CABLING NOT INCLUDED \$4,047 + applicable tax

Required Brivo Cloud Services \$115 per year + applicable taxes

****CUSTOMER OWNS EQUIPMENT AND NO REQUIRED CONTRACT WITH ESS****

ESS TO PROVIDE:

- Listed equipment
- Installation of listed equipment
- Head end terminations
- Programming
- Customer training

CUSTOMER TO PROVIDE:

- IP addresses
- Cabling
- 110VAC Where Applicable
- Network ports
- Functioning existing equipment/cable
- Lift or cost of lift if required
- Changes to the original scope will be billed on a Time & Material basis

PAYMENT TERMS:

- 50% down payment with contract signing and 50% payment at install completion

WARRANTY:

- One year labor warranty
- Manufacturer's parts warranty

WARRANTY:

- One year labor warranty
- Manufacturer's parts warranty

To accept the above proposal, please sign and date below, initial all pages and email the signed contract to dkwasinski@engineeredsecurity.net. Please feel free to call with questions (262) 219-0121.

Initial here____Page 2 of 4



TERMS AND CONDITIONS OF PROPOSAL SUBMITTED BY ESS

1. **TERM.** An accepted proposal shall create a contract effective until completion of the Services, unless terminated by agreement of the parties or otherwise according to law.
2. **ESS APPROVAL.** An accepted proposal shall be binding upon ESS when approved in writing by an officer of ESS.
3. **AUTHORITY.** The person signing below as or on behalf of the Customer represents that he or she has authority and capacity to enter into this agreement and that Customer is the owner of the Job Site.
4. **INSTALLATION.** ESS shall install the System at the Job Site in a workmanlike manner. Installation shall be deemed accepted by Customer if errors or omissions are not called to the attention of ESS, in writing, within 45 days of completion of entire project.
5. **LIMITED WARRANTY AGAINST DEFECTS.** For 1 one year after completion of installation ESS will, during its normal working hours, repair or replace, at ESS's option, any equipment improperly installed as part of the System. ESS may elect to substitute materials of equal or better quality. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ESS does not warrant against accidents, acts of God, alteration, misuse, tampering, abuse, failure to properly follow operating instructions, interruption of commercial power or telephone service, or failure of a computer network owned, operated, or supplied by Customer.
6. **LIMITATION OF LIABILITY.** ESS IS NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES incurred by Customer, even if due to ESS's negligence, breach of express or implied contract, or failure to perform any obligation. Should ESS be found to have liability in addition to its warranty obligations, ESS'S LIABILITY SHALL BE LIMITED TO \$500 OR THE AMOUNT PAID TO ESS UNDER THIS CONTRACT, whichever is less, irrespective of cause or origin including, without limitation, loss or damage resulting directly or indirectly to persons or property, and whether such liability is based on negligence, strict liability, warranty, product liability, or otherwise. Customer acknowledges that this liquidated damage provision is reasonable because of the impracticality and difficulty of fixing actual damages that may arise due to the faulty installation or operation of the System.
7. **THIRD PARTY INDEMNIFICATION.** Customer shall indemnify, defend, and hold harmless ESS, its employees, and its agents from and against all claims, lawsuits, and losses, brought or sustained by any third party, including without limitation all claims, lawsuits or losses based upon defects in design, installation, or operation or non-operation of the security signaling system, whether those claims are based upon active or passive negligence, express or implied contract, or warranty, contribution, indemnification, or strict liability.
8. **LATE FEES; ATTORNEY FEES; TERMINATION.** For every calendar month during which Customer's account with ESS has a balance more than 45 days past due, Customer shall pay a finance charge of 1.5% of the past due amount. Customer shall pay any costs of collection, including reasonable attorneys' fees, incurred by ESS in collecting any amounts for which Customer is liable hereunder. This agreement may be terminated upon written notice from ESS to Customer without liability to ESS in the event amounts owed by Customer to ESS are past due or in the event the Job Site is substantially damaged or destroyed by fire or other casualty.
9. **SUBCONTRACTORS.** ESS may subcontract all or part of ESS's obligations under this agreement with written approval from the Customer. This agreement shall inure to the benefit of subcontractors of ESS and binds Customer with respect to said subcontractors with the same force and effect as they bind Customer to ESS. This agreement is not assignable by the Customer without the prior written approval of ESS, which shall not be unreasonably withheld.
10. **CHANGES.** If Customer requests or any governmental agency requires changes in the System, Customer shall pay the cost of parts and labor (at ESS's standard hourly rates) for such changes.
11. **WAIVER OF SUBROGATION.** Customer releases ESS from any liability for loss or damage covered by Customer's insurance.
12. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties with respect to the transactions described herein and supersedes all previous negotiations, commitments, and writings pertaining thereto. If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
13. **LIEN RIGHTS.** As required by the Wisconsin construction lien law, Contractor hereby notifies Customer that persons or companies furnishing labor or materials for the construction on owner's property may have lien rights on Customer's land and buildings if not paid. Those entitled to lien rights, in addition to the Contractor, are those who contract directly with the Customer or those who give the Customer notice within 60 days after they first furnish labor or materials for construction. Accordingly, Customer probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Contractor agrees to cooperate with the Customer and the Customer's lender, if any, to see that all potential lien claimants are duly paid.
14. **CITY OF MILWAUKEE:** If the job site is located in the City of Milwaukee, Milwaukee Ordinances 105-75-15 provides that after a city agency is notified of 2 false alarms within a calendar year the alarm user is subject to municipal citation.





Customer: _____	Engineered Security Solutions Officer Approval: _____
Acceptance Date: _____	ESS Acceptance Date: _____
Signature _____	Signature _____
Print Name _____	Print Name: _____
Customer Site Address: _____ _____ _____	Customer Billing Address: _____ _____ _____
Site Phone: _____	Billing Phone: _____
Site Contact: _____	Billing Contact: _____

Engineered Security Solutions, Inc. ("ESS") proposes to provide the security system ("System") and the installation services (the "Services") described above the installation address ("Job Site(s)") listed above. This proposal is effective for 10 days from the date of the proposal. By signing and returning this proposal to ESS, the Customer offers to enter into a contract with ESS in accordance with the provisions of this proposal.

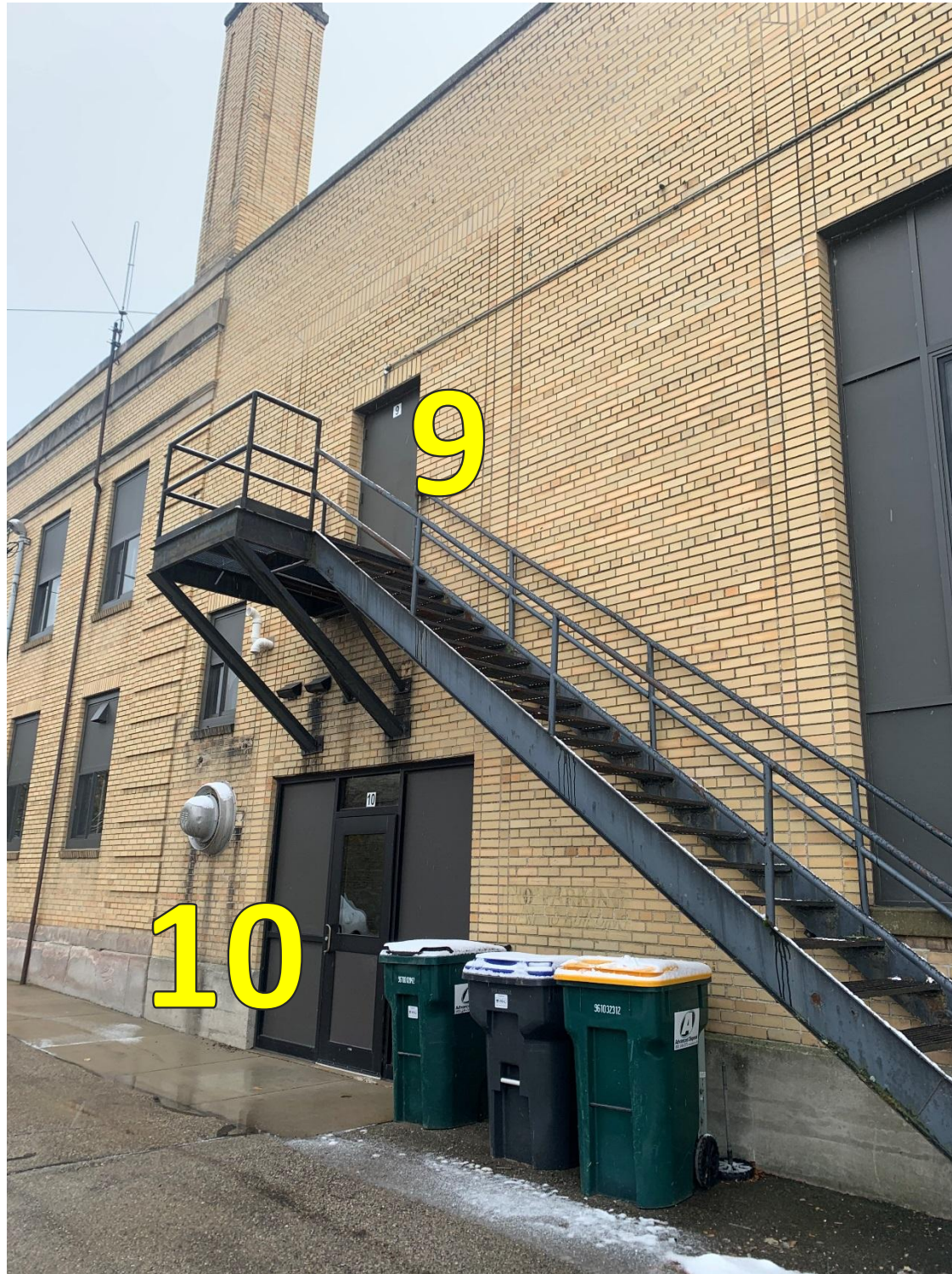






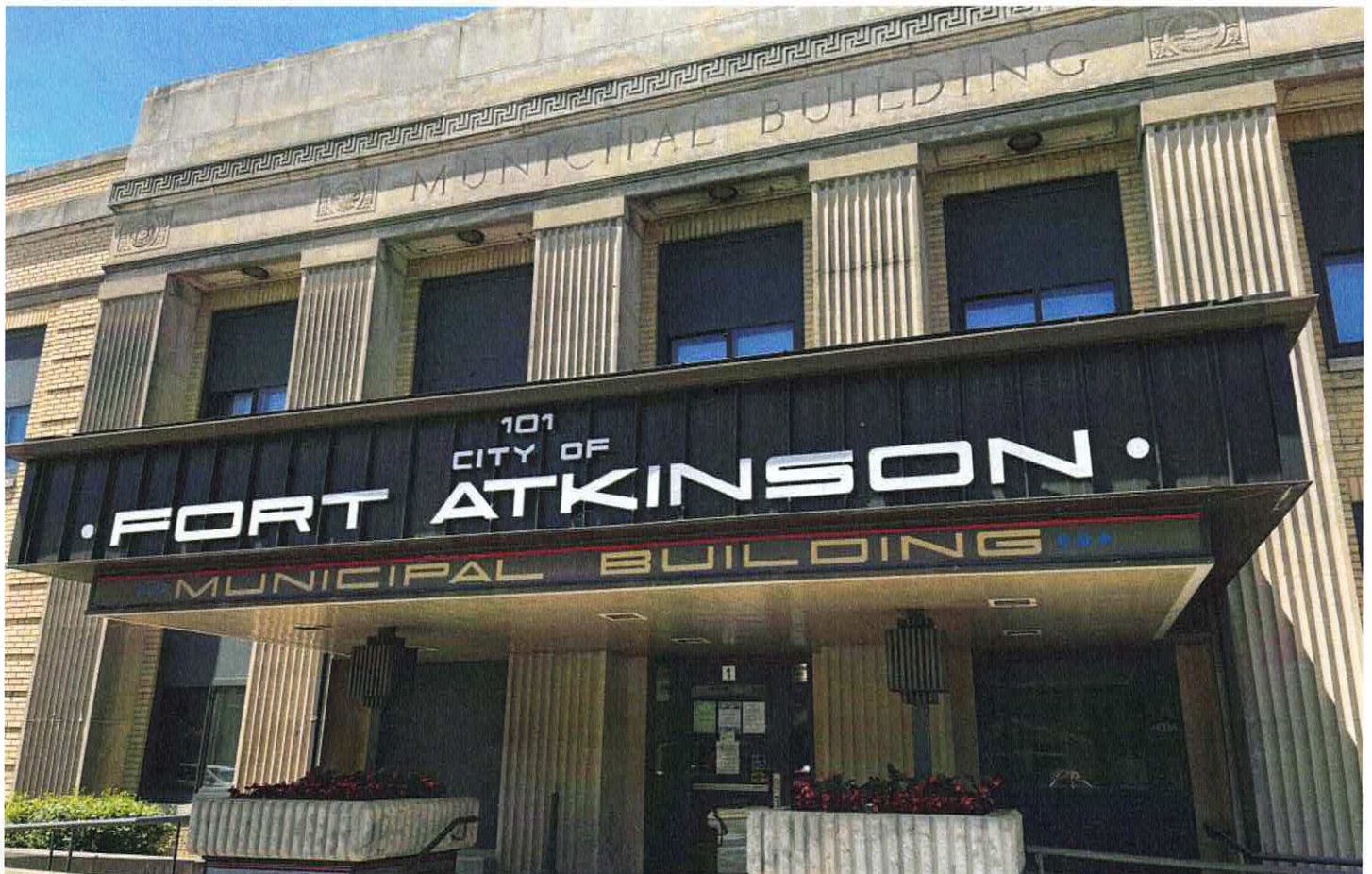




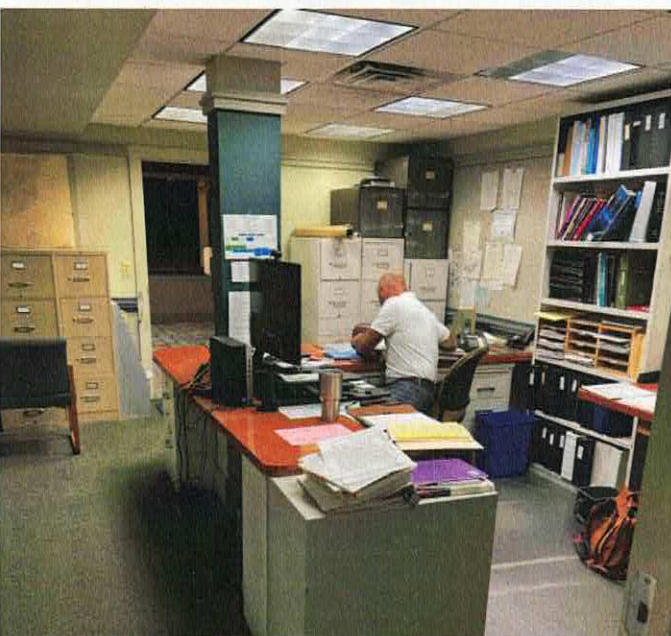


CITY OF FORT ATKINSON MUNICIPAL FACILITY ASSESSMENT

Fort Atkinson,
PRA Project #210201-01 | August 2022



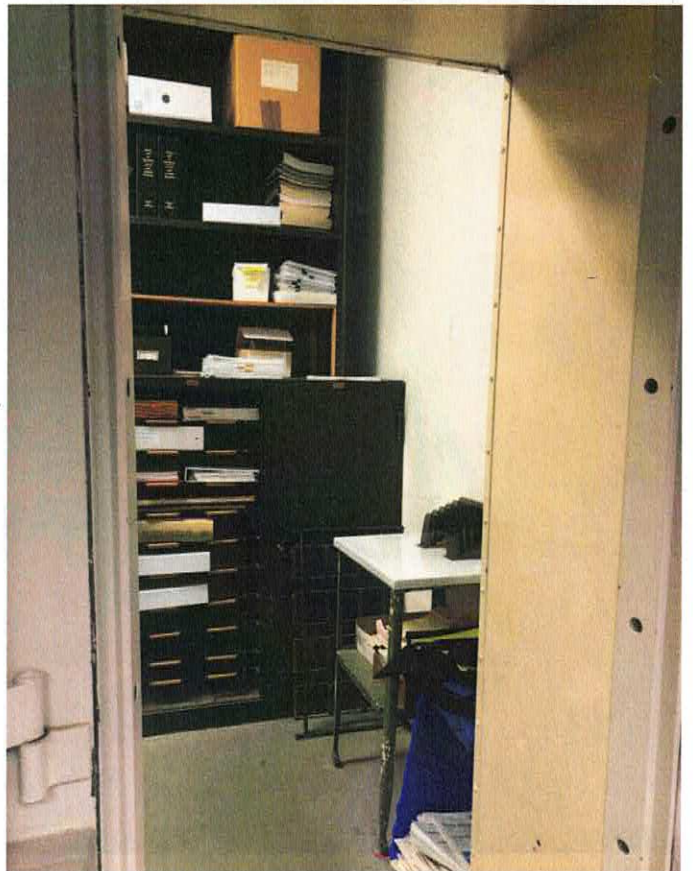
Sound control/privacy concerns between enclosed and open office spaces.



Secure entry means/control are minimal



Secured and/or designated storage spaces have limitations in space organization



Recommendation is to extend all existing walls to structural deck above, provide sound treatment and caulking at the top and bottom of the office walls, and to reconstruct the walls to address insulation deficiencies. Budget \$23,000 for these repairs.

Preplace door hardware at the three Department Entrance doors to provide more secure locking system. PRA recommends door hardware that is electronic that provides notification when opened, tracks entry into each space, and will provide a deadbolt style lock function. Budget \$40,000 for the installation of an electronic locking system

ELECTRICAL DEPARTMENT

Address code deficiency and safety issue that currently exists at the garage area. Install a Carbon Monoxide / Nitrogen Dioxide gas detection system, a large exhaust fan capable of removing 0.75 CFM / SF upon detection of toxic gases at elevated levels, a small exhaust fan that would operate 24/7/365 and Ductwork, louvers, insulation, supports and accessories for these devices. Budget \$14,000 for the design and installation of this system.

BUILDING SYSTEMS

Address deficiencies in emergency lighting system. Confirm operation of all existing emergency lights and EXIT lights. Budget \$3,000 for this repair work. If this work was to be completed using internal maintenance staff, we estimate that the budget for the materials to complete this work would be around \$150.

Upgrade sanitary waste plumbing system. Remove and replace all existing cast iron

pipework that is accessible. Budget \$30,000 for the design and this repair work.

Consider the installation of a building wide security system. The new system would have cameras and other security devices throughout. We are assuming that the system would consist of 20 cameras, motion detection devices, and the head end equipment. Budget \$80,000 for the design and installation of a security system.

Provide an access control system at five doors. Door control at these doors would be provided by new key FOB system. Budget \$23,000 for the design and installation of these devices.

Install a new building wide fire alarm system. Budget \$60,000 for the design and installation of the fire alarm system.

BUILDING REMODELING

In addition to the immediate repairs recommended and noted above, PRA recommends that the remaining aesthetic, functional, operational, accessibility, and building system issues identified within the prior sections of this report be addressed as part of a project that remodels the entire building. A wholesale building remodel would address the following items:

- Building functional obsolescence.
- Fully address building accessibility issues.
- Allow for the installation of an elevator at the Parks and Recs side of the building.
- Replacement of dated finishes.
- Installation of taller acoustical tile ceiling systems at the office areas.



MEMORANDUM

DATE: July 7, 2026

TO: Fort Atkinson City Council

FROM: Bruce Peterson, Fire Chief

RE: Review and possible action relating to the repair of the Fire Department truck 8177 aerial platform apparatus (Peterson, Fire Chief)

BACKGROUND

The Fort Atkinson Fire Department's Truck 8177 is a 2012 Pierce aerial platform that serves as the Department's primary aerial apparatus. City staff have spent the past several months troubleshooting and repairing several ongoing mechanical and electrical issues. After completing the repairs and diagnostics that could be performed in-house, the vehicle was sent to Rennert's Fire Equipment Service, the authorized Pierce service center for this region, for further diagnostics and repair recommendations.

Due to the nature of the mechanical and electronic faults identified, Truck 8177 has been removed from frontline service until the necessary repairs can be completed.

DISCUSSION

The recommended repairs address multiple mechanical and electronic failures that have rendered Truck 8177 unavailable for emergency response. Truck 8177 is the department's only aerial apparatus and is dispatched to structure fires, commercial incidents, and technical rescues. The repairs include replacement of the brake electronic control unit (ECU), DEF system components, ladder stow proximity switch, communications issues affecting the aerial display system, compartment door latch repairs, and completion of the required aerial preventative maintenance service.

Rennert's Fire Equipment Service is the only factory-authorized Pierce repair facility serving this region. Because Pierce aerial apparatus requires proprietary diagnostic software, specialized equipment, factory-trained technicians, and OEM replacement parts, competitive quotations are not available for this type of repair.

These repairs also required significant diagnostic work and partial disassembly before the full scope of repairs could be identified. As is common with complex emergency vehicles, the

extent of the necessary repairs could not be determined until the apparatus was fully inspected.

The original estimate submitted by Rennert's totaled \$21,248.38. City staff reviewed the estimate with Rennert's technicians and identified opportunities to reduce costs, including sourcing several replacement parts through other suppliers. Those efforts reduced the estimated repair cost by \$4,463.97, resulting in a revised estimate of \$16,784.41.

Truck 8177 is expected to remain out of service for an additional two to three weeks while repairs are completed. Until the repairs are complete, the Department will continue operating without its aerial apparatus and using neighboring departments for mutual aid when needed.

FINANCIAL ANALYSIS

The total cost of the recommended repairs is \$16,784.41. Funding is available through the 2026 Fire Truck Maintenance Account.

RECOMMENDATION

Staff recommends approval of the repair estimate from Rennert's Fire Equipment Service in the amount of \$16,784.41 for repairs to Truck 8177.

ATTACHMENTS

1. T-8177 Repair Quote

**Rennert's Fire Equipment
Service**

615 E John St
Markesan, WI 53946
service@rennerts.com
920-398-1033



Estimate **6835**

Date: **6/17/2026**

Description: Recommended
Repair *Revised
Cummins parts

Bill To

Fort Atkinson Fire Department
124 W Milwaukee Ave
Fort Atkinson, WI 53538-1896

Remit Payment To

Rennert's Fire Equipment Service
615 E John St
Markesan, WI 53946

Service Order
Purchase Order
Authorizer

6835

Item	Description	Quantity	Rate	Amount
Labor	Display comm losses are on pump panel (torque box optional) display, only when the aerial master is not powered on. Display 6 and 8 are aerial pedestal and basket, these displays are powered on when aerial master is on only. Display 9 is at the pump panel and is switched battery powered, thus will not see those displays till they are powered. Had a ladder aligned for stowing one time as well, ladder stow Prox light was on, suggest new ladder stowed proximity switch.	24.00000	\$175.00	\$4,200.00

Item	Description	Quantity	Rate	Amount
	Test drove the truck, the engine fault codes are all inactive and per Cummins takes 3 drive cycles to clear, gained 3 counts during the test drive but stayed inactive. Suggest installing a new DEF pump and Doser, then retest. Doser and pump lines will need to be cleaned and prepped as well.			
	Confirm active brake fault, at times. Was able to connect to the brake ECU and confirm the fault. This fault is an internal failure of the brake ecu. Will need a new brake ecu. Took pictures of the data that was read from the ecu.			
Parts	DEF supply pump DOSER 57RXCUM	1	\$2,233.99	\$2,233.99
Parts	Injector, Doser	1	\$467.99	\$467.99
Parts	Doser Injector, Kit 73CUM	1	\$761.98	\$761.98
Parts	Inductive Switch, Ladder bed Prox	1	\$328.13	\$328.13
Parts	ECU,WABCO ABS/ESC,CHAS MNT,6X4	1	\$6,286.00	\$6,286.00
			Subtotal	\$14,278.09

Item	Description	Quantity	Rate	Amount
Labor	Check and found latches are not opening fully when pulling doors open without the handle, this causes them to not latch when closed. When handle is used, they will open most times. Also found loose hardware for door hinges and aerial basket panels. Need to lubricate and adjust latches after hardware is tighten/ Loctite added.	4.00000	\$175.00	\$700.00
			Subtotal	\$700.00

Labor	Aerial / Lubrication / Ladder PM: Ladder PM	8.33333	\$150.00	\$1,250.00
Parts	Synthetic Grease with Syncolon, per tube - SuperLube	8	\$35.45	\$283.60
Parts	Synthetic Water Resistant Grease, 14 oz. Cartridge - GWR-10	4	\$13.76	\$55.04
Parts	Automatic Transmission Fluid- DEX III, per qt - ATF	12	\$5.64	\$67.68
			Subtotal	\$1,656.32

Shop Supplies	\$150.00
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Unit: T8177 VIN: 4P1CV01L8CA013074

Fleet #: 25746

2012PierceVelocity

Chassis: 8,511 Miles

Labor \$6,150.00

Parts \$10,484.41

Subtotal \$16,784.41

Local (5.5% of \$0.00) \$0.00

Total \$16,784.41

*: Core charges not included in total. You will be charged for any core that is not in returnable condition. This charge may be applied on a separate invoice.

Customer Signature: _____

Printed Name: _____ Date: _____