



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

**CITY COUNCIL MEETING  
IN PERSON AND VIA ZOOM  
TUESDAY, DECEMBER 20, 2022 – 7:00 PM  
CITY HALL – SECOND FLOOR**

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

Meeting ID: 599 786 6403

Passcode: 53538

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**AGENDA**

1. **Call meeting to order**
2. **Roll call**
3. **Public Hearings:**
  - a. **Public Hearing relating to state and federal aid for the improvements at the Fort Atkinson Municipal Airport** (Selle, City Engineer/Public Works Director)
  - b. **Public Hearing relating to contract modifications and the fare schedule changes for the Shared Ride Taxi Service in the City of Fort Atkinson** (Selle, City Engineer/Public Works Director)
4. **Public Comment:** *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 unless the item is also elsewhere on the agenda.*
5. **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 December 6, 2022 regular City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- b. Review and possible action relating to the **minutes of the December 8, 2022 Transportation and Traffic Review Committee meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to the **minutes of the December 13, 2022 Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- d. Review and possible action relating to the **minutes of the December 14, 2022 Sex Offender Residence Board meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- e. Review and possible action relating to the **minutes of the December 14, 2022 License Committee meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- f. Review and possible action relating to **building, plumbing, and electrical permit report for November 2022** (Draeger, Building Inspector/Zoning Administrator)
- g. Review and possible action relating to the City Clerk-issued **License and Permit Report for November 2022** (Ebbert, Clerk/Treasurer/Finance Director)
- h. **City Sewer, Water, and Stormwater Utility Financial Statements** as of November 30, 2022 (Ebbert, Clerk/Treasurer/Finance Director)

**6. Petitions, Requests, and Communications – None**

**7. Resolutions and Ordinances:**

- a. Review and possible action relating to a **Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid** and the **Agency Agreement and Federal Block Grant Owner Assurances** (Selle, City Engineer/Public Works Director)
- b. Review and possible action relating to a **Resolution Urging Legislature and Governor to Fix Broke System of Funding Critical Local Services** (LeMire, City Manager)

**8. Reports of Officers, Boards, and Committees:**

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

**9. Unfinished Business – None**

**10. New Business:**

- a. Review and possible action to authorize the City Manager to execute the **2023 Joint Powers Agreement** with Jefferson County for the County 911 Emergency System (LeMire, City Manager)
- b. Review and possible action to approve the **contract modifications** for the Shared Ride Taxi Service in the City of Fort Atkinson (Selle, City Engineer/Public Works Director)

- c. Review and possible action to approve the **Fare Schedule** for the shared ride taxi service (Selle, City Engineer/Public Works Director)
- d. Review and possible action relating to a **Rural Ambulance Agreement** between the City of Fort Atkinson and the Town of Hebron for 2023-2025 (LeMire, City Manager)
- e. Review and possible action relating to a **Rural Ambulance Agreement** between the City of Fort Atkinson and the Town of Jefferson for 2023-2025 (LeMire, City Manager)
- f. Review and possible action relating to a **Rural Ambulance Agreement** between the City of Fort Atkinson and the Town of Koshkonong for 2023-2025 (LeMire, City Manager)
- g. Review and possible action relating to a **Rural Ambulance Agreement** between the City of Fort Atkinson and the Town of Oakland for 2023-2025 (LeMire, City Manager)
- h. Review and possible action relating to a **Rural Ambulance Agreement** between the City of Fort Atkinson and the Town of Sumner for 2023-2025 (LeMire, City Manager)

#### **11. Miscellaneous – None**

#### **12. 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)

#### **13. Adjournment**

*Date Posted: December 16, 2022*

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

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***Note the City's new .gov domain name and new phone numbers. Visit our website for more information.***



City of Fort Atkinson  
City Clerk/Treasurer's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

**CITY COUNCIL MEETING  
IN PERSON AND VIA ZOOM  
TUESDAY, DECEMBER 6, 2022 – 7:00 PM  
CITY HALL – SECOND FLOOR**

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**1. CALL MEETING TO ORDER**

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

**2. ROLL CALL**

Present: Cm. Becker, Cm. Hartwick, Cm. Johnson, Cm. Schultz and President Scherer. Also present: City Manager, City attorney, City Engineer, City Clerk/Treasurer, Public Works Superintendent, Public Works Supervisor and Wastewater Superintendent.

**3. PUBLIC HEARING – NONE**

**4. PUBLIC COMMENT - NONE**

**5. CONSENT AGENDA:**

*a) Review and possible action relating to the minutes of the November 15, 2022 regular Fort Atkinson City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)*

*b) Review and possible action relating to the minutes of the November 15, 2022 Police and Fire Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*

*c) Review and possible action relating to the minutes of the November 17, 2022 Sex Offender Residence Board meeting (Ebbert, Clerk/Treasurer/Finance Director)*

*d) Review and possible action relating to the minutes of the November 22, 2022 regular Plan Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*

*e) Review and possible action on the appointment of Loren Gray to the Plan Commission (LeMire, City Manager)*

*f) Review and possible action on a Special Event: Fort Atkinson Drift Skippers Snowmobile Club request to use snowmobile trails through the Klement Business Park for the 2022-2023 season (Ebbert, Clerk/Treasurer/Finance Director)*

Cm. Becker moved, seconded by Cm. Johnson and carried. move to approve the Consent Agenda as listed, items 5.a. through 5.f.

**6. PETITIONS, REQUESTS, AND COMMUNICATIONS – NONE**

**7. RESOLUTIONS AND ORDINANCES – NONE**

**8. REPORTS OF OFFICERS, BOARDS, AND COMMITTEES:**

a) *City Manager's Report (LeMire, City Manager)*

**9. UNFINISHED BUSINESS – NONE**

**10. NEW BUSINESS:**

a) *Review and possible action relating to 2023 Small Animal Collection Contract with the Humane Society of Jefferson County (Ebbert, Clerk/Treasurer/Finance Director)*

Clerk Ebbert reviewed the presented contract with the Humane Society and is proposing changes to the services provided in order to reduce the overall cost of the contract. The Humane Society is proposing to continue to provide animal pickup during regular business hours as normal but is proposing to reduce the on-call overnight services. Humane Society staff has reached out to all law enforcement partners, who will likely be impacted by this change, and found support. The recently completed Census increased the City's population to 12,583. The 2023 proposed rate is \$2.58 per resident, for a total of \$32,464.14. The Humane Society has continually offered at 1.5% discount should the City elect to provide the contract payment in one lump sum in the month of January. The City traditionally takes advantage of this offer and, if approved, intends to pay the 2023 discounted annual fee of \$31,977.17 in January 2023. \$35,500 was included in the 2023 budget for this service (account 01-53-5343-000).

Cm. Becker moved, seconded by Cm. Schultz *to approve the 2023 Small Animal Collection Contract with the Humane Society of Jefferson County in the amount of \$31,977.18 for the term of January 1, 2023 through December 31, 2023 and authorize the City Manager to execute said Contract.* Motion carried unanimously.

b) *Review and possible action relating to the approval of EMS Billing Contract for the Fire Department (Rausch, Fire Chief)*

Manager Lemire discussed that after January 1, 2023, the City's Fire Department will become the primary 911 EMS provider. The City is estimating that the Fire Department will provide approximately 1,400 EMS responses a year (with more than 1,100 transports). With that increase in call volume, the service fee of 17% is excessive. Staff reached out LifeQuest to discuss a new fee structure but were unable to reach an agreement. Due to these negotiations being unsuccessful, staff elected to release an RFP to ascertain interest from other companies who could provide the service. Several of these companies expressed interest in the proposal; however, only one response was received. LifeQuest has proposed a continuation of our current contract structure with an improved service contingency fee of 8% of collected revenues.

Cm. Hartwick moved, seconded by Cm. Johnson *to approve the proposal from LifeQuest to provide ambulance billing services at 8% of revenue and authorize the City Manager to execute a continuation of the current contract with said reduced billing service rate.* Motion carried unanimously.

**c) Review and possible action relating to a Public Monument Review for installation of a kayak launch located on the municipal boat launch (Selle, City Engineer/Director of Public Works)**

Dakota Friend wishes to install a kayak launch on the municipal boat launch for his Eagle Scout Project. The launch will allow for loading and unloading of kayaks at the municipal dock. Another objective of the Public Monument/Building Review process is to identify the short and long-term maintenance needs of the monument or building and properly plan for them, with the hope that all future maintenance, repair, and replacement of structures does not fall onto the City. Dakota will fund raise and install the kayak launch as part of his project. The City will then install and remove the launch along with the other municipal piers at this location going forward.

Cm. Becker moved, seconded by Cm. Johnson to approve the request for a Public Monument Review allowing the installation of a kayak launch on the municipal boat launch by Eagle Scout Dakota Friend. Motion carried.

**d) Review and possible action related to Emergency Replacement and Rebuild of Digester Blower #2 at the Wastewater Utility (Christensen, Wastewater Superintendent)**

Wastewater Superintendent shared that on November 16<sup>th</sup> blower #2 failed. After troubleshooting with the manufacturer, staff determined that blower #2 suffered a major failure and would need rebuilding if possible. Although each blower and digester are a separate pair, several years ago cross connections were made to the air discharge piping to allow for emergency operation. This allows us to share air from blower #1 to digesters #1 & #2, but this is a stop-gap measure at best. The digesters cannot be operated this way long term. The best approach to get the digesters back to normal operation is to replace blower #2 with a new blower core, return the failed blower to the manufacturer for rebuilding (if possible); and then store the rebuilt blower for eventual replacement of blower #3.

Cm. Hartwick moved, seconded by Cm. Johnson to authorize the purchase of the blower replacement core including installation and startup for the cost of \$64,408.65 as an emergency purchase; and to authorize the rebuilding of blower #2 for the cost of \$26,107.82 from Aerzen USA Corporation of Coatesville, PA, at the Wastewater Treatment Facility. Motion carried unanimously.

**e) Review and possible action relating to Septage Pump #1 and Associated Piping Replacement at the Wastewater Utility (Christensen, Wastewater Superintendent)**

Wastewater Superintendent discussed the 2022 CIP includes \$40,000 for the replacement of Septage Pump #1. The original purpose of the septage pump system was to pump trucked in septic and holding tank waste from a storage tank into the plant influent flow. As the total gallons of this waste type increased over time, and with the storage tank limited to about 11,000 gallons, it became necessary to use a different discharge point for septage. The original plan for this CIP item was to purchase a pump better suited to the wastes for which it's being used, and to replace some suction and discharge piping. The current Phase II project includes the ongoing by-pass of the raw influent pumping system. This affords us the

opportunity to replace all of the corroded piping and to re-route the discharge point of the pumps to a closer and improved connection location. New discharge piping will be stainless steel.

Cm. Becker moved, seconded by Cm. Hartwick move to approve the purchase of a Septage Pump and Associated Piping Replacement for \$17,547 from William/Reid Ltd. and the installation of such by Staab Construction for an amount not to exceed \$40,000, for a total of \$57,547, at the Wastewater Treatment Facility. Motion carried unanimously.

*f) Review and possible action relating to a Certified Survey Map for the property located at 309 Bluff St., City of Fort Atkinson (CSM-2022-08) (Selle, City Engineer/Director of Public Works)*

Engineer Selle reviewed the CSM that was recommended for approval by the Plan Commission. The property owner would like combine 3 separate lots into a single lot. The location is on Bluff St in Fort Atkinson and is used for the school and parsonage of the St Paul's Church community.

Cm. Hartwick moved, seconded by Cm. Becker to approve the Certified Survey Map for the Property located at 309 Bluff St., City of Fort Atkinson. Motion carried.

**11. MISCELLANEOUS – NONE**

**12. CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS:**

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

Cm. Becker moved, seconded by Cm. Johnson to approve the list of Verified Claims as presented and authorize payment. Motion carried unanimously.

**13. THE CITY COUNCIL MAY CONSIDER A MOTION TO CONVENE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(E) TO DELIBERATE OR NEGOTIATE THE PURCHASING OF PUBLIC PROPERTIES**

Cm. Hartwick moved, seconded by Cm. Johnson to adjourn into closed session pursuant to State Stat. §19.85(1)(e) to deliberate or negotiate the purchase of public properties and to remain in closed session pursuant to State Stat. §19.85(1)(e) to conduct other specified public business where competitive reasons require a closed session (to negotiate a taxi service contract). Motion carried.

**14. THE CITY COUNCIL MAY CONTINUE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(E) TO CONDUCT OTHER SPECIFIED PUBLIC BUSINESS WHERE COMPETITIVE REASONS REQUIRE A CLOSED SESSION [TO NEGOTIATE A TAXI SERVICE CONTRACT]**

**15. ADJOURNMENT**

Cm. Becker moved, seconded by Cm. Hartwick to adjourn. Meeting adjourned at 9:24 pm.

Respectfully submitted  
Michelle Ebbert  
City Clerk/Treasurer





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

**TRANSPORTATION & TRAFFIC REVIEW COMMITTEE**  
**CITY HALL AND REMOTE VIA ZOOM**  
**December 8, 2022 – 2 PM**

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**1. Call meeting to order**

The meeting was called to order by Chairman Selle at 2 p.m

**2. Roll call**

Members Present: Armstrong, Selle, Williamson, Rice, Becker

Members Absent: Carter, Bump, Maas, Assistant Engineer (vacant)

**3. Review and possible action relating to the minutes of the March 10, 2022 meeting.**

Motion to approve the minutes of the March 10 2022 meeting made by Rice and second by Williamson. Motion passed by unanimous voice vote.

**4. Parking Requests: None**

**5. Speed Limit Reviews: None**

**6. Traffic Signal Reviews: Request for Stop Sign N Fourth St and Jefferson St (Selle)**

Chairman Selle introduced the request from a resident concerned about traffic speed in the area and the presence of pedestrians relative to Ralph Park, several blocks to the North. The committee concurred with the staff report observations that a need for a 4 way stop was not justified at present. City staff will continue to monitor the situation. The committee took no action on the request.

**7. Miscellaneous: Request to move Bike/Ped Crossing at N High St Glacial River Trail (Selle)**

Chairman Selle introduced the request from a resident concerned about pedestrians crossing 4 lanes of traffic. The scenario of a single lane stopping for a pedestrian in the crosswalk while the adjacent lane traffic does not was observed by the resident. City staff concurred with the resident's solution of moving the crossing further north where traffic would be confined to 2 lanes instead of 4.

The committee discussed the request including costs for such, proximity to the City boundary, configuration of the proposed crossing and potential unanticipated conflicts with the change. In the end the committee agreed with the proposed solution. Chairman Selle indicated it would be budgeted for 2024 unless funds could be found in 2023 to accomplish the work. Motion to approve the request made by Armstrong, seconded by

Becker. Motion approved on unanimous voice vote.

8. **Transit Items:** Update from Brown Cab on ridership and marketing for quarter preceding (Woodward)

A representative from Brown Cab was not in attendance at the meeting. Selle presented the quarterly report. The continued challenges of finding drivers and reduced ridership were mentioned in a brief discussion of the situation. No action was taken by the Committee.

9. **Transit Items:** 2023 Shared Ride Taxi Contract Modification, Fare Increase, and Schedule Change (Selle)

Chairman Selle introduced the challenges facing the Shared Ride Taxi moving into the 2023 contract year and the proposed solutions as outlined in the staff report. A discussion of the committee members involved questions about the Tavern League of Wisconsin as far as late night rides. There were also questions about insurance coverage of rides for medical trips. Committee members asked if there would be an improvement in coverage hours. They also asked about the taxi going away in the future due to other cities who use Brown Cab not being able to cover the cost.

The item was moved forward to City Council with a unanimous vote.

10. **Adjournment:**

Armstrong moved to adjourn, seconded by Rice. Meeting adjourned at 2:58 p.m.

## **11. Safe Routes to School:**

- a. S Main St Grant Award (Selle)

## **12. Adjournment**

*All items may be acted on and recommended to the City Council.*

*Date Posted: 12/5/2022*

*CC: Committee Members: Andy Selle (Director of Public Works), Adrian Bump (Chief of Police), Tom Williamson (Superintendent Public Works), Nick Armstrong (City Electrician), Mason Becker (City Councilperson), Josh Carter (FA School District), Mark Maas (At-large Member), Jack Rice (At-large Member)*

*Rebecca Houseman LeMire, Michelle Ebbert, City Council (information only), News Media*

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***It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.***



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

**PLAN COMMISSION MEETING  
IN PERSON AND VIA ZOOM  
TUESDAY, DECEMBER 13, 2022 – 4:00 PM  
CITY HALL – SECOND FLOOR**

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**1. CALL MEETING TO ORDER**

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

**2. ROLL CALL**

Commission Members: Highfield, Kessenich, Lescohier, Schultz, Gray, Engineer Selle and Manager LeMire. Also present: City Attorney and City Clerk/Treasurer.

**3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE NOVEMBER 22, 2022 REGULAR PLAN COMMISSION MEETING**

Cm. Schultz moved, seconded by Cm. Highfield to approve the minutes from the November 22, 2022 Plan Commission meeting as amended. Motion carried with amendments to Commission members that were present at the meeting.

**4. REVIEW AND POSSIBLE ACTION RELATING TO SITE PLAN REVIEW FOR DB OAKS LOCATED AT 700 OAK ST. (SPR-2022-10) (SELLE)**

Engineer Selle presented the property owned by DB Oak Limited Partnership which consists of a 20-acre site that includes an existing approximately 100,000 square foot building and was the site of a 2021 fire that burned down the previous northern portion of the building (was approximately 68,000 square feet). Since the fire, the property owner has worked with the WisDNR on remediation plan for the northern portion of the site of the former building and is proposing to reconstruct a new 67,856 square foot building in its place. The proposed development impacts only the northern portion of the site where the former building was located and the areas directly surrounding it. The existing building and southern portion of the site are proposed to remain the same. The applicant is only applying for the building addition itself. They have indicated to staff that in order to acquire building materials for proposed construction in 2023, they need to seek approval for this element of the Site Plan first. Following the WisDNR's determination of wetland quality and extent located between Cramer Street and the proposed building addition, the remainder of the Site Plan materials will be submitted for Commission review in early in 2023. Today, the wetland determination has not yet been made, but because this will impact the proposed site access and circulation, landscaping, lighting, and stormwater improvements, the applicant may need to adjust what is currently shown on the proposed Site Plan in these areas outside of the building footprint. Due to these factors, it is recommended that no building permits associated with the building addition be granted until the wetland determination is completed, and the full Site Plan is submitted, reviewed, and approved by the Plan Commission. Within the new Zoning Ordinance,

only new additions, improvements, and development are subject to the requirements of the ordinance. This memo reviews only the proposed new building addition and does not include any other element of the required Site Plan review.

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

- The applicant shall complete any and all WisDNR required remediation efforts as part of the fire clean up.
- The applicant shall complete all WisDNR required wetland analysis.
- The applicant shall submit a complete Site Plan package with all required elements as outlined in the Zoning Ordinance Section 15.10.42 prior to the issuance of any building permits for the proposed building expansion, subject to review and approval by the Plan Commission.
- The Plan Commission shall approve appropriate access from a public right-of-way with the approved site plans.
- Any other recommendations of City staff and the Plan Commission.

Cm. Kessenich asked if there is a plan with the existing rail tracks. Selle confirmed the owners of the railway have not confirmed track removal. It is the City's intention to someday extend the bike trail along the segment that is currently rail.

Cm. Schultz inquired on the intention of the building expansion once completed. Randy Knox addressed the Commission and stated that their expected tenants are primarily small businesses or contractors that need storage for their equipment when not in use. The south end of the existing building has a few small contractors but the largest amount of space is rented by Opportunities Inc.

Cm. Kessenich asked if he has performed studies to confirm the need of this type of storage. Knox replied it is more follow up from someone reaching out seeking storage space.

Cm. Lescohier asked when the owner would ideally like the construction complete. Knox stated the wetland area is an area they are working with the DNR on and the demands of steel could prolong construction.

Cm. Lescohier moved, seconded by Cm. Gray to approve the Site Plan Review for the DB Oaks building only, located at 700 Oak Street, subject to the conditions recommended by staff and included in the staff report. Motion carried.

## **5. REVIEW AND POSSIBLE ACTION RELATING TO THE AIRPORT IMPROVEMENT RESOLUTION FOR THE FORT ATKINSON MUNICIPAL AIRPORT (SELLE)**

Engineer Selle discussed a master plan or 'wish list' for the airport that includes maintenance and investments as follows:

- Maintenance
  - Crackfill/sealcoat/restripe – runway, apron and taxiways -2023
  - Beacon, airfield lighting, apron lighting and sign upgrades
- Capital Investment
  - New Construction – Hangar/Terminal Building/FBO Facilities
  - Potential Land Acquisition
  - Snow Removal Equipment – New plow truck
  - Potential Runway Expansion
- Airport Master Plan
  - Identifies and describes future changes in usage that justify additions/enhancements to airport facility.
  - Must be completed to implement certain capital improvements.

Selle continued on various funding opportunities.

- Annual Federal Entitlement Block Grant (AIP)
  - 5% local match
- COVID Funding - \$75,000 (\$1.4M)
  - CARES Act - \$30,000
  - CARISSA - \$13,000
  - ARPA - \$32,000
- Bipartisan Infrastructure Bill (BIL)
  - \$159,000 x 5 years (FY 22-26)
  - Still a little unsure of the requirements, timeline etc.
- Discretionary Funding
  - Projects over \$500K, requires high level review and approval
  - One time investments

Cm. Schultz moved, seconded by Cm. Kessenich to approve the resolution to petition to the State of Wisconsin's Bureau of Aeronautics as written and send to the City Council for final consideration. Motion carried.

## 6. **ADJOURNMENT**

Cm. Highfield moved, seconded by Cm. Schultz to adjourn. Meeting adjourned at 4:37 pm.

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



City of Fort Atkinson  
City Clerk/Treasurer's Office  
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**SEX OFFENDER RESIDENCE BOARD MEETING  
COUNCIL CHAMBERS, MUNICIPAL BUILDING AND VIA ZOOM  
101 NORTH MAIN STREET, FORT ATKINSON, WISCONSIN  
WEDNESDAY, DECEMBER 14, 2022 – 5:00 P.M.**

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**1. CALL TO ORDER**

Manager LeMire called the meeting to order at 5:00 pm.

**2. ROLL CALL**

Present: Board Members Hartwick, Schultz, Chief Bump and Manager LeMire. Also present: Capt Sachse, Attorney Westrick and Clerk/Treasurer. Absent: Member Sachse

**3. REVIEW AND POSSIBLE ACTION RELATING TO THE SEX OFFENDER RESIDENCE APPEAL FORM FROM MITCHELL DANIEL KOMOROWSKI.**

Manager LeMire discussed the City's Ordinance enacted in 2016 that limits residency of designated offenders outside of a 1,500-foot radius of any facility for children, schools, parks, libraries, athletic facilities, etc. in the City of Fort Atkinson unless this Board approves an offender's appeal and waives such requirement.

Mitchell Daniel Komorowski has applied to this Board for a waiver of this requirement in order to live 600 Sherman Ave. W., in Fort Atkinson with his girlfriend. The residence is within 374 feet of Barrie Park. Mr. Komorowski discussed the offense and the impact on the victim. He confirmed he has resided at the address since August 2021. He is employed full-time and will be enrolling in college in 2023. He discussed his support system including family and friends. He has resided in Fort Atkinson for several years.

Peter Lilly spoke in support of Mr. Komorowski whom he has known since freshman in high school. Lilly has watched him grow and become a better person. They participate in sports and other activities together regularly.

Chief Bump made a motion to grant the offender's request for exemption with the following conditions; a 12 month review and check-in performed by the Fort Atkinson Police Department and during the next 12 months if the offender commits any acts that qualify as a sensitive crime or criminal offense related to domestic violation would result in immediate revocation of the exemption. Hartwick seconded the motion and carried.

**4. ADJOURNMENT**

Hartwick moved, seconded by Schultz to adjourn. Meeting adjourned at 5:43 pm.

Respectfully submitted  
Michelle Ebbert  
City Clerk/Treasurer





City of Fort Atkinson  
City Clerk/Treasurer's Office  
101 N. Main Street  
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**LICENSE COMMITTEE MEETING  
IN PERSON AND VIA ZOOM  
WEDNESDAY, DECEMBER 14, 2022 – 6:30 PM  
CITY HALL – SECOND FLOOR**

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**1. CALL MEETING TO ORDER**

President Scherer called the meeting to order at 6:30 pm.

**2. ROLL CALL**

Present: Cm. Johnson, Cm. Schultz and President Scherer. Also present: City Manager and City Clerk/Treasurer.

**3. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION FOR A RESERVE "CLASS B" INTOXICATING LIQUOR FOR THE LICENSING PERIOD OF JANUARY 3, 2023 THROUGH JUNE 30, 2023. (EBBERT)**

All parties presented

Discussion on questionnaire summaries

Hiring and creating jobs

Cm. Schultz moved to recommend to City Council to issue a Reserve "Class B" Intoxicating Liquor to Mr. Brews Taphouse LLC. Pres Scherer seconded the motion.

Johnson Nay

Yes

Yes

**4. ADJOURNMENT**

Cm. Schultz moved, seconded by Cm. Johnson to adjourn. Meeting adjourned at 7:55 pm.

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



# Permit Report

11/01/2022 - 11/30/2022

Permit Date	Permit #	Permit Location	Owner Name	Project type	Permit Description	Estimated Project Cost	Total Fees
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## Group:

11/30/2022	22568	160 Blackhawk Dr.	Charter			8,500	\$50.00
							<b>\$50.00</b>

**Group Total: 1**

## Group: Demo/Raze

11/2/2022	22536	205 Hake St	City of Fort Atkinson	Demo/Raze	Remove one steel building	0	
11/2/2022	22535	115 Lorman St	City of Fort Atkinson	Demo/Raze	Remove 4 Buildings	0	

**Group Total: 2**

## Group: Electrical

11/22/2022	22565	927 Peterson St	Deanna Salazar	Electrical	Service Change	0	\$55.00
11/22/2022	22564	704 Frederick Ave	Alan Goldberg	Electrical	Service Change and Kitchen Remodel	0	\$70.00
11/16/2022	22561	100 Harrison St	James Hansen	Electrical	Garage Addition	0	\$67.50
11/15/2022	22557	910 Banker Rd	Frank Falci	Electrical	Bathroom Remodel	0	\$58.00
11/14/2022	22555	1130 Grant St	Ervin Hatillari	Electrical	Service Upgrade	0	\$55.00
11/14/2022	22553	312 Adams St	Michael Engelhart	Electrical	Exhaust Fan x2	0	\$40.00
11/7/2022	22544	728 Charles St	TDS Telecom	Electrical	100 amp service for TDS Cabinet	0	\$55.00
11/4/2022	22541	330 Zida St	Nettie Toeller	Electrical	Kitchen Remodel	0	\$45.50
11/4/2022	22539	904 Sherman Ave	Codie Clarke	Electrical	Solar Array	0	\$205.00

11/2/2022	22537	404 Frederick Ave	Julie Wilson	Electrical	upgrading some wiring, adding outlet in garage, installing can lights	0	\$45.00
11/1/2022	22534	506 Commander Ct	Krystal Smuda	Electrical	new wiring for basement	0	\$99.50
							<b>\$795.50</b>

**Group Total: 11**

**Group: Fence**

11/30/2022	22572	1441 Endl Blvd	Victor M Castaneda	Fence	Vinyl Privacy	5,000	\$55.00
11/16/2022	22560	1103 Maple St	Kayla Carey	Fence	Chain link in rear yard	500	\$55.00
							<b>\$110.00</b>

**Group Total: 2**

**Group: HVAC**

11/30/2022	22571	820 Banker Rd	Ted Urdahl	HVAC	Replace Furnace and AC	0	\$100.00
11/22/2022	22566	503 N Third St.	Carol Kesser	HVAC	replace furnace	0	\$65.00
11/14/2022	22552	103 Lucille St	Chad Wehardt	HVAC	Replace Furnace	0	\$65.00
11/10/2022	22548	1529 Jamesway	Lee Koeppel	HVAC	Replace furnace & AC	0	\$100.00
11/4/2022	22542	400 Grant St	Fremont Lounsbury	HVAC	Replace Furnace	0	\$65.00
							<b>\$395.00</b>

**Group Total: 5**

**Group: New Duplex**

11/30/2022	22569	208-210 Heritage Drive	JT Developers LLC	New Duplex	2 side by side units	500,000	\$1,116.75
							<b>\$1,116.75</b>

**Group Total: 1**

**Group: Plumbing**

11/15/2022	22558	910 Banker Rd	Frank Falci	Plumbing	Bathroom Remodel	0	\$36.00
							<b>\$36.00</b>

**Group Total: 1**

**Group: Right of Way Opening Permit**

11/30/2022	22570	525 JEFFERSON ST		Right of Way Opening Permit	GAS SERVICE REPLACEMENT	0	\$50.00
11/16/2022	22563	RIVERSIDE DR		Right of Way Opening Permit	ARCHAEOLOGY EXCAVATION	0	\$50.00
11/16/2022	22562	WILSON AVE		Right of Way Opening Permit	ARCHAEOLOGY EXCAVATION	0	\$50.00
11/15/2022	22559	GROVE ST AND ROCKWELL AVE		Right of Way Opening Permit	REBUILD GAS TEST POINT	0	\$50.00
11/10/2022	22551	MEHTA LN TO MONTCLAIR PL		Right of Way Opening Permit		0	\$50.00
11/10/2022	22550	1604 MADISON AVE		Right of Way Opening Permit		0	\$50.00
11/10/2022	22549	429 EDWARD ST		Right of Way Opening Permit	RETIRE GAS SERVICE	0	\$50.00
11/9/2022	22547	1680 Janesville Ave	AT&T	Right of Way Opening Permit	Replacing Cable in ROW	0	\$50.00
11/9/2022	22546	1717 Montclair Pl	Roxolid	Right of Way Opening Permit	WE Energies New Gas Service	0	\$50.00
11/7/2022	22545	730 Blackhawk Dr.	Charter Communications	Right of Way Opening Permit	Underground CATV installation	0	\$50.00
11/7/2022	22543	74 Lucille St.	Barbara Miller	Right of Way Opening Permit	driveway approach	2,500	\$50.00
							<b>\$550.00</b>

**Group Total: 11**

**Group: Single Family Alteration/Addition**

11/22/2022	22567	302 Martin St	Tanner Buttke	Single Family Alteration/Addition	Egress Window	1,500	\$32.25
11/15/2022	22556	910 Banker Rd	Frank Falci	Single Family Alteration/Addition	Bathroom Remodel	15,000	\$37.50
11/4/2022	22540	330 Zida St	Nettie Toeller	Single Family Alteration/Addition	Kitchen Remodel	15,000	\$45.00
11/4/2022	22538	904 Sherman Ave	Codie Clarke	Single Family Alteration/Addition	Solar Array	28,529	\$30.00
							<b>\$144.75</b>

**Group Total: 4**

							<b>\$3,198.00</b>
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*Jedidiah Draeger*

Jedidiah Draeger  
Building Inspector/Zoning Administrator



City of Fort Atkinson  
City Clerk/Treasurer's Office  
101 N. Main Street  
Fort Atkinson, WI 53538

## MEMORANDUM

**DATE:** December 20, 2022

**TO:** Fort Atkinson City Council

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

**RE:** Monthly Report of Licenses and Permits Issued by the City Clerk

The following is a list of the Licenses and Permits issued by the City Clerk for the period of November 15<sup>th</sup>, 2022 through December 20<sup>th</sup>, 2022 per the City of Fort Atkinson Municipal Code of Ordinances. No action is necessary by City Council, as these licenses and permits have already been issued. This report is for informational purposes only.

### BEEKEEPING

None

### OPERATOR

Licensing Period – July 1, 2022 – June 30, 2024

Applicant	Place of Employment	Recommended Approval by Fort Atkinson Police Department
Bradin Pittman	Lions Quik Mart	X
Jeffrey Jeatran	Country Inn & Suites	X
Jada Schumacher	Bridge	X
Christina Smithyman	Creamery 201	X
Richard Reeder	Kwik Trip #439	X
Hannah Marasch	Mr Brews Tap House	X

### MOBILE MERCHANT

Lyle Farrell	Tree Ripe Fruits	X
Kenneth Bass Jr	Indian River Direct	X

### DOOR-TO-DOOR RESIDENTIAL / DIRECT SELLER

Jennifer Phillips	Total Restoration Services	X
Robert Dufay III	Total Restoration Services	X



## MEMORANDUM

**DATE:** December 20, 2022

**TO:** Fort Atkinson City Council

**FROM:** Andy Selle, City Engineer and Director of Public Works

**RE:** Petition for Airport Project

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### BACKGROUND

The Fort Atkinson Municipal Airport is a General Aviation (GA) facility, initially constructed in 1948. The airport has an average of 30 aircraft operations per day (totaling 10,900 operations in the 12-month period ending in May 2021), 98% of which are general aviation. The airport has a non-staffed, self-service refueling facility, providing aviation gasoline and Jet A fuels. As of November of this year, 24 aircraft are based at the airport.

The airport has been updated throughout its lifetime but is now in need of further upgrades, particularly to the runway, taxi-ways, apron, lighting and navigational aids, and the all-important snow removal equipment. In addition, further capital improvements will enhance its use as a GA facility, resulting in more annual aircraft operations and making it more attractive to regional corporate aviation. Such capital improvements require the development and implementation of a Master Plan.

The City proposes to petition the State of Wisconsin's Bureau of Aeronautics for funds to implement the maintenance and improvement projects as described above and to develop a Master Plan.

### DISCUSSION

After a series of discussions with personnel from the Wisconsin DOT's Bureau of Aeronautics, the following priorities were identified for maintenance-related and capital improvement projects for the airport:

1. Acquire new snow removal equipment.
2. Replace/upgrade airfield lighting including guidance signs.
3. Reconstruct/rehabilitate the apron.
4. Reconstruct/rehabilitate taxiways/taxi lanes.
5. Conduct airport master plan and update airport layout plan.
6. Land acquisition for airport development.
7. Construct city-owned hangar.
8. Construct terminal/FBO building.

9. Replace rotating beacon.
10. Replace/upgrade apron and parking lot lighting.
11. Airfield drainage improvements.
12. Crack fill and seal coat airfield pavement.
13. Clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.

Items 1, 2, 3, 4, 9, 10, 11, and 12 are maintenance related expenditures that can proceed upon approval of the petition by the State, while items 6, 7 and 8 are capital improvements that will first require the development of a master plan (item 5) to justify the associated expenditures. The master planning process is very comprehensive and highly formalized, following strict guidelines set by the FAA. The process can be broadly divided into the following major tasks:

1. Inventory  
Documents existing Airport conditions, facilities, activity levels, environmental setting and context.
2. Forecasts\*  
Projects the number of future operations, aircraft types, takeoffs, landings, and based aircraft. Establishes the existing and future design-critical aircraft
3. Facility Requirements  
Compares future activity levels against existing conditions and identifies needs for key facilities (e.g., longer/stronger pavement, additional hangars, terminal building etc.)
4. Alternatives Analysis  
Develops concepts for meeting facility requirements and recommends preferred solutions
5. Implementation Plan  
Identifies phasing plan, required regulatory approvals, and capital funding sources
6. Airport Layout Plan\*  
Depicts recommended future projects

The tasks marked with an asterisk require formal approval of the FAA. As can be seen, the Master Plan is a comprehensive and all-encompassing plan and its cost is high, but it must be completed in order for capital improvement projects to take place at the airport.

## **FINANCIAL ANALYSIS**

The funding formula for airport related projects generally requires a 5-10% contribution from the municipality, with the remainder of the funding coming from the Federal and State government. In order to accomplish all the maintenance and upgrade projects, as well as the development of the Master Plan, approximately \$1,600,000 of funding is required. The State BoA has estimated that, after taking into consideration all funding available from the Federal and State Governments, approximately \$58,000 would be required from the City. The net effect on City finances is zero, however, because the City will be receiving \$75,000 in reimbursements of airport operational expenses under several Covid-related federal programs. This money will be set aside to be used for the local matching funds.



Capital investments, which may be made in 2026, but only if justified by the Master Plan, will total a further \$1,200,000, with a further local match of around \$85,000 required. This match amount would be reduced to around \$68,000 after using the balance of the \$75,000 reimbursement previously mentioned. If the whole program is implemented, \$2,800,000 in maintenance, upgrades, and capital investments can be accomplished for a net investment by the City of \$68,000 in out of pocket expense. Estimated costs of the various projects under consideration are shown in the table below.

ACIP 2022-2026 Fort Atkinson Municipal					
2022					
LOC ID	Airport	Project Description	Year	Local Match	Total Cost
61C	Fort Atkinson Municipal	Acquire SRE	2022	\$0	\$166,666
61C	Fort Atkinson Municipal	Conduct Airport Master Plan	2022	\$0	\$325,000
			<b>TOTALS</b>	<b>\$0</b>	<b>\$491,666</b>
2023					
LOC ID	Airport	Project Description	Year	Local Match	Total Cost
61C	Fort Atkinson Municipal	Design - Rehabilitate Runway 3/21 Lighting	2023	\$5,000	\$100,000
61C	Fort Atkinson Municipal	Design - Runway 3/21 NAVAID Replacement	2023	\$1,500	\$30,000
61C	Fort Atkinson Municipal	Design - Construct Vault Building	2023	\$2,000	\$40,000
61C	Fort Atkinson Municipal	2023 State Wide Crackseal Program - Runway 3/21	2023	\$3,000	\$60,000
61C	Fort Atkinson Municipal	2023 State Wide Crackseal Program - Taxiway B	2023	\$2,000	\$40,000
61C	Fort Atkinson Municipal	2023 State Wide Crackseal Program - Taxiways	2023	\$1,000	\$20,000
61C	Fort Atkinson Municipal	2023 State Wide Crackseal Program - Apron	2023	\$1,000	\$20,000
			<b>TOTALS</b>	<b>\$15,500</b>	<b>\$310,000</b>
2024					
LOC ID	Airport	Project Description	Year	Local Match	Total Cost
61C	Fort Atkinson Municipal	Rehabilitate Runway 3/21 Lighting	2024	\$17,500	\$350,000
61C	Fort Atkinson Municipal	Runway 3/21 NAVAID Replacement	2024	\$6,000	\$120,000
61C	Fort Atkinson Municipal	Construct Vault Building	2024	\$7,500	\$150,000
61C	Fort Atkinson Municipal	Design Terminal Building	2024	\$6,000	\$120,000
61C	Fort Atkinson Municipal	Design Airport Owned Hangar	2024	\$5,667	\$56,667
			<b>TOTALS</b>	<b>\$42,667</b>	<b>\$796,667</b>
2025					
LOC ID	Airport	Project Description	Year	Local Match	Total Cost
61C	Fort Atkinson Municipal	No Project	2025	\$0	\$0
			<b>TOTALS</b>	<b>\$0</b>	<b>\$0</b>
2026					
LOC ID	Airport	Project Description	Year	Local Match	Total Cost
61C	Fort Atkinson Municipal	Construct Terminal Building	2026	\$35,333	\$706,667
61C	Fort Atkinson Municipal	Construct Airport Owned Hangar	2026	\$50,000	\$500,000
			<b>TOTALS</b>	<b>\$85,333</b>	<b>\$1,206,667</b>

**RECOMMENDATION**

Staff recommends that the City Council adopt the Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid and approve the Agency Agreement and Federal Block Grant Owner Assurances

**ATTACHMENTS**

Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid; Agency Agreement and Federal Block Grant Owner Assurances

**RESOLUTION NO. \_\_\_\_**  
**RESOLUTION PETITIONING THE**  
**SECRETARY OF TRANSPORTATION**  
**FOR AIRPORT IMPROVEMENT AID**

**WHEREAS**, the City of Fort Atkinson, Jefferson County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport; and

**WHEREAS**, the sponsor desires to develop or improve the Fort Atkinson Municipal Airport, Jefferson County, Wisconsin,

**"PETITION FOR AIRPORT PROJECT"**

**WHEREAS**, the foregoing proposal for airport improvements has been referred to the city plan commission for its consideration and report prior to council action as required by Wis. Stat. §62.23(5), and

**WHEREAS**, airport users have been consulted in formulation of the improvements included in this resolution, and

**WHEREAS**, a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition, and

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Atkinson does sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a Local General Aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows: acquire snow removal equipment; replace/upgrade airfield lighting including guidance signs; conduct airport master plan and update airport layout plan; reconstruct/rehabilitate apron; reconstruct/rehabilitate taxiways/taxilanes; land acquisition for airport development; construct hangar; construct

terminal/FBO; replace rotating beacon; replace/upgrade apron and parking lot lighting; airfield drainage improvements; crack fill and seal coat airfield pavements; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.

3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

**WHEREAS**, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

**WHEREAS**, the sponsor is required by Wis. Stat. §114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

#### **"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"**

**THEREFORE, BE IT RESOLVED**, by the sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such, in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. §32 .02; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

**FURTHER**, the sponsor requests that the Secretary provide, per Wis. Stat. §114.33(8)(a), that the sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

**"AIRPORT OWNER ASSURANCES"**

**AND BE IT FURTHER RESOLVED**, that the sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wis. Admin. Code Trans §55, or in accordance with sponsor assurances enumerated in a federal grant agreement.

**AND BE IT FURTHER RESOLVED THAT THE** City Clerk and Council President be authorized to sign and execute the agency agreement and federal block grant owner assurances authorized by this resolution.

**CERTIFICATION**

I, Michelle Ebbert, Clerk of the City of Fort Atkinson, Wisconsin, do hereby certify that the foregoing is a correct copy of a resolution introduced at a regular meeting of the Fort Atkinson City Council on December 20, 2022, adopted by a majority vote, and recorded in the minutes of said meeting.

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**Christopher Scherer, Council President**

ATTEST:

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Michelle Ebbert, City Clerk/Treasurer/Finance Director

**AGENCY AGREEMENT AND  
FEDERAL BLOCK GRANT OWNER ASSURANCES**

**WHEREAS**, the City of Fort Atkinson, Jefferson County, Wisconsin, hereinafter referred to as the sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the Fort Atkinson Municipal Airport project to:

acquire snow removal equipment; replace/upgrade airfield lighting including guidance signs; conduct airport master plan and update airport layout plan; reconstruct/rehabilitate apron; reconstruct/rehabilitate taxiways/taxilanes; land acquisition for airport development; construct hangar; construct terminal/FBO; replace rotating beacon; replace/upgrade apron and parking lot lighting; airfield drainage improvements; crack fill and seal coat airfield pavements; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.

**WHEREAS**, the sponsor adopted a resolution on December 20, 2022, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution, and agreeing to maintain and operate the airport in accordance with certain conditions; and

**AGENCY AGREEMENT .....**

**WHEREAS**, upon such request, the Secretary is authorized by law to act as agent for the sponsor until financial closing of this project;

**NOW THEREFORE**, the sponsor and the Secretary do mutually agree that the Secretary shall act as the sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the sponsor.

By: SECRETARY OF TRANSPORTATION

\_\_\_\_\_  
David M. Greene, Director (Date)  
Bureau of Aeronautics

**FEDERAL BLOCK GRANT OWNER ASSURANCES .....**

**WHEREAS**, the sponsor does agree to the conditions established in Wis. Admin. Code Trans §55, and for projects receiving federal aid, to the attached federal sponsor assurances, which are

a condition of a federal grant of funds.

The federal block grant owner assurances shall remain in full force and effect throughout the useful life of the facilities developed under this project, but in any event not to exceed twenty (20) years from the date of the finding (except for land projects, which shall run in perpetuity);

Acceptance: The sponsor does hereby accept the agency agreement and the federal block grant owner assurances.

Sponsor: The City of Fort Atkinson, Jefferson County, Wisconsin

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Name: Christopher Scherer

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Title: Fort Atkinson City Council President

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Date: December 20, 2022

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Name: Rebecca Houseman LeMire

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Title: Fort Atkinson City Manager

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Date: December 20, 2022



## MEMORANDUM

**DATE:** December 20, 2022

**TO:** City of Fort Atkinson City Council

**FROM:** Rebecca Houseman LeMire, City Manager

**RE:** Review and possible action relating a Resolution urging Legislature and Governor to fix broken of funding critical local services

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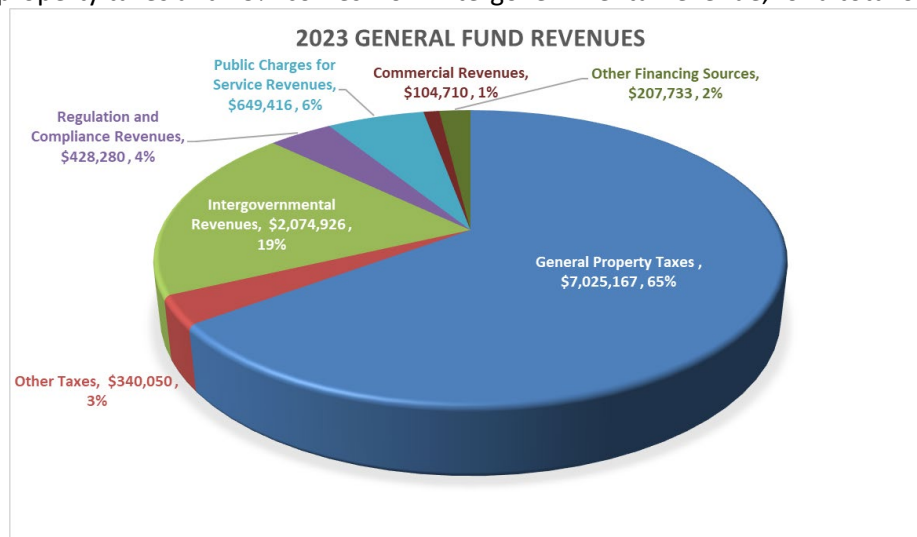
### BACKGROUND

The League of Wisconsin Municipalities ("League") was created in 1898 to help Wisconsin cities and villages share ideas and learn from one another, to train and provide information to the people elected and appointed to govern those cities and villages, and to advocate on their behalf with the Wisconsin Legislature, Governor, and state agencies. The City of Fort Atkinson is a member of the League, and the City's Elected Officials and staff members have been more active and engaged with the League over the past several years, including attendance and speaking engagements at various events and conferences as well as supporting the League's legislative agenda.

### DISCUSSION

The League's priority for the 2023-2024 Wisconsin Legislative Session is critical local services funding. The League recognizing that the current system of funding local governments needs serious repair and reform and that new funding sources must be offered to local governments.

Currently, local governments are primarily funded through property tax revenue and intergovernmental revenue (state shared revenue). The chart below shows the sources of funding for the City of Fort Atkinson's General Fund for 2023. As one can see from the chart, 65% of the City's budgeted revenue comes from property taxes and 19% comes from intergovernmental revenue, for a total of 84%.

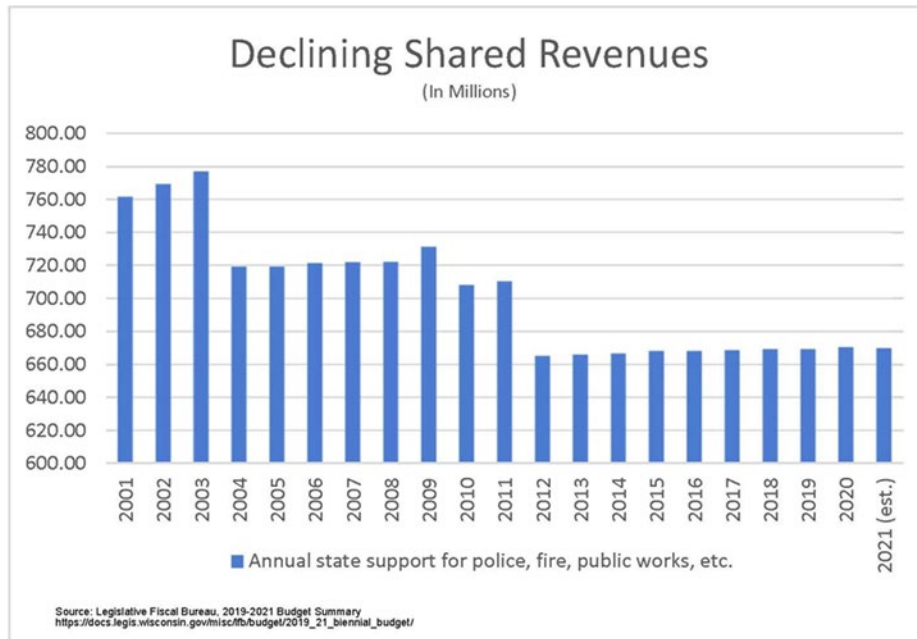




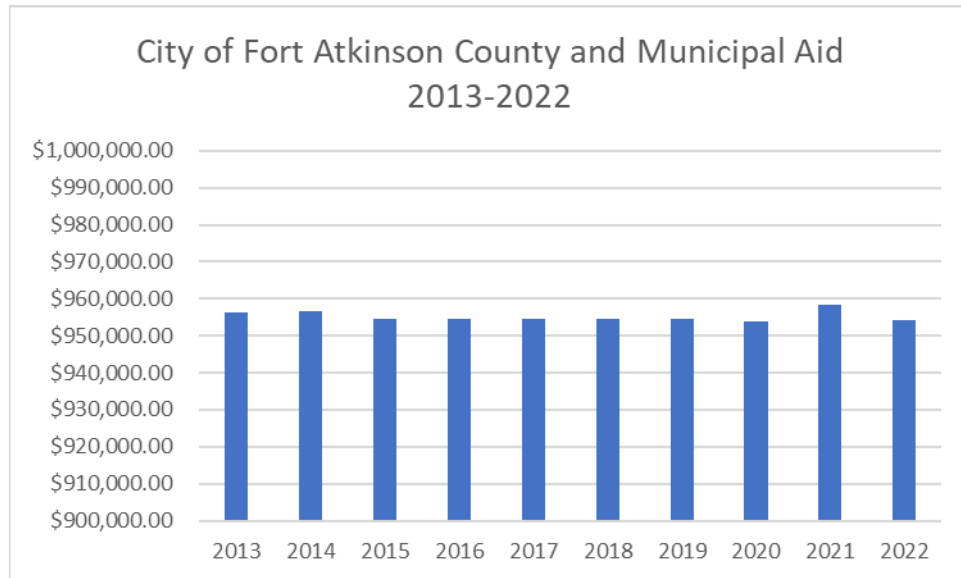
Property tax revenue is limited by “levy limits” imposed by state law. This law limits the local government’s ability to increase property tax revenue to the percentage of net new construction for the prior year. In 2022, the City’s net new construction number was .34%, which equated to an allowable levy increase of \$22,067.58. Several of the City’s contracted services, such as garbage and recycling collection, are tied to the increase in the Consumer Price Index (CPI) and increased more than the City’s allowable levy increase.

The statutes allow for local governments to borrow funds outside of the levy limit and to seek voter approval for an increase in property taxes through the referendum process. The City of Fort Atkinson took both of these steps in 2022, which are reflected in the 2022 tax bills mailed out on December 15<sup>th</sup> (due in 2023). However, borrowing is not an appropriate way to fund annual operations; and the approved public safety referendum amount (\$769,335) will not ever increase. As such, these are not growing or sustainable funding sources.

The other major source of revenue for local governments is state shared revenue, which has decreased substantially over the last 20 years statewide. The chart below from the Legislative Fiscal Bureau, shows the declining shared revenue statewide from 2001 to 2021.

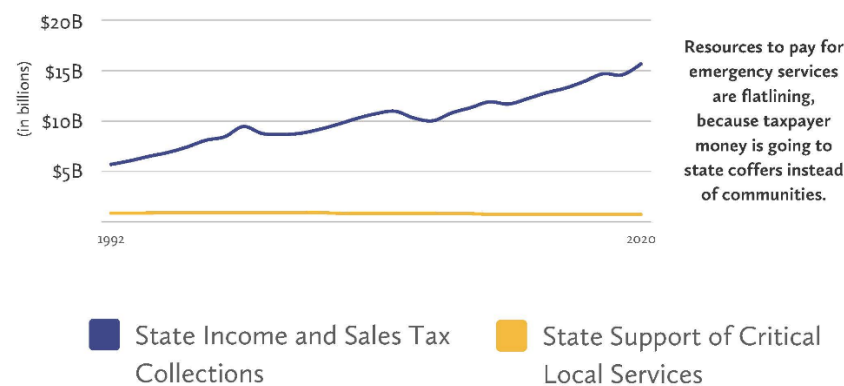


For the City of Fort Atkinson, this municipal aid has been stagnant over the past ten years. The maximum differentiation from 2013 to 2022 is just over \$4,000, as shown on the chart on page 3.



The chart below shows the increase in income and sales tax collections by the state compared to the state support of critical local services through shared revenue. As one can see, over the last 30 years, the yellow line representing shared revenue has decreased while the blue line representing state taxes continues to increase. In fact, the state is projecting a \$6.6 billion state budget surplus as of November 21, 2022.

## State Support of First Responders is Flatlining



Data Source: Legislative Fiscal Bureau

The attached resolution, created and distributed by the League to its members, urges the Legislature and Governor to recognize the vital services that local governments provide to our residents and encourages them to work with the League, the Wisconsin Towns Association (WTA), and Wisconsin Counties Association (WCA) to come up with additional revenue options other than property taxes to continue to deliver services.

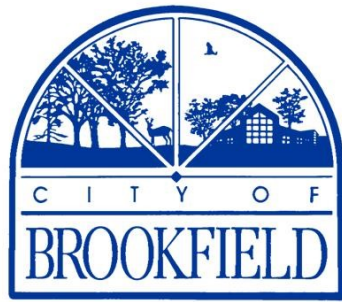
The League is working with representatives from the WTA and the WCA to come up with solutions for funding sources that are MORE (meaning greater than the current amount), SUSTAINABLE (meaning that the funding will continue in perpetuity), and GROWING (meaning that an increase is somehow tied to statewide economic conditions).

#### **RECOMMENDATION**

Staff recommends that the City Council adopt the attached Resolution Urging the Legislature and Governor to Fix the Broken System of Funding Critical Local Services and direct the City Manager to share the signed document with the League and the City's local Legislators.

#### **ATTACHMENTS**

May 7, 2021 Red Blue Mayors Joint Op Ed on State Partnership; LWM What Matters: Funding Critical Local Services; Resolution Urging Legislature and Governor to Fix Broken System of Funding Critical Local Services



May 7, 2021

Contact:

Brookfield Mayor Steve Ponto, 262-787-3525, [ponto@ci.brookfield.wi.us](mailto:ponto@ci.brookfield.wi.us)

Madison Mayor Satya Rhodes-Conway, 608-266-4611, [SRhodes-Conway@cityofmadison.com](mailto:SRhodes-Conway@cityofmadison.com)

## **The State Needs to Re-Commit to Cities**

By Brookfield Mayor Steven Ponto & Madison Mayor Satya Rhodes-Conway

The cities of Brookfield and Madison are different in many ways. In one the majority votes red, the other blue. One is a suburban enclave, mostly white and upper middle-class. The other is the state's second largest city and has a more diverse mix of people and incomes.

As the mayors of these two communities, we may disagree on many issues, but we both firmly agree on this: The Wisconsin Legislature needs to re-commit to helping cities flourish. Thriving municipalities are crucial to Wisconsin's long-term economic success. To compete nationally and globally Wisconsin needs high quality communities that can attract and retain talent and enterprise and spur job creation.

The state should increase its investment in cities because if cities are not doing well, neither is the state. We suggest three policy changes for accomplishing this: reversing cuts in state aid to cities, easing property tax levy limits, and allowing municipalities to create new revenue streams, such as a local sales tax, provided voters approve in a referendum.

Wisconsin's cities and villages are home to:

- 72% of the state's population
- 90% of the state's commercial value
- 87% of the state's manufacturing value

Most of the small businesses created in Wisconsin get their start in cities and villages.

Yet, the state government continues to disinvest in cities. In the last two decades, under both political parties, the state's financial commitment to cities has been on a steady downward trend.

At the same time, the state tightly restricts the ability of municipalities to raise their own revenues to fund the services people and businesses expect.

The largest state aid program for municipalities, called shared revenue, has been cut incrementally by \$94 million since 2003, a 12.3% reduction. In 2003, Madison received \$9.2 million and Brookfield just over \$1 million in shared revenue from the state. In 2021, Madison will receive \$6.1 million and Brookfield just over \$570,000. Meanwhile, the cost of providing services has, like everything else, increased substantially since 2003.

Unless these policies are changed, municipalities in Wisconsin will be unable to provide the same level and quality of local services that they have. Lower quality services will eventually lead people and businesses to locate in other states with more prosperous and attractive cities.

We call on the Legislature to use the state's 2021-2023 budget to renew its partnership with municipalities by increasing its financial commitment to communities. We also urge the Legislature to ease the nation's strictest property tax limits. Let municipal elected leaders have more control over local budgets and finances by providing flexibility on levy limits – perhaps by allowing communities experiencing little growth to increase their levy by at least the rate of inflation.

The Legislature should also expand local revenue options for municipalities to consider. The state can best help cities prosper, protect residents, and relieve over dependency on property taxes by giving communities other revenue options to pay for critical services like police, fire, streets, libraries, and parks. One obvious choice is to give communities the option of going to the voters with a referendum seeking permission to impose a local sales tax. While some communities like Brookfield would likely not pursue this option, other communities would.

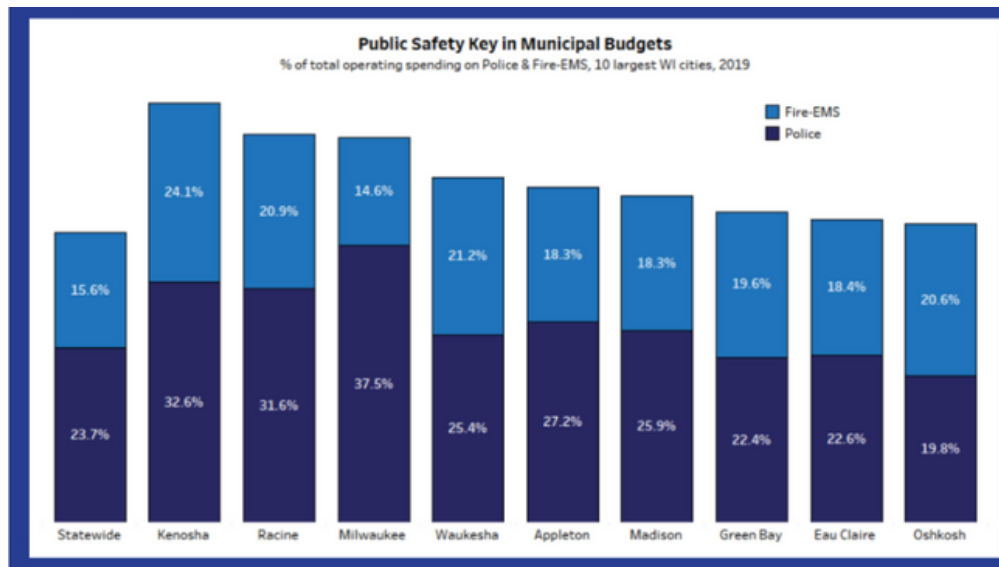
We may not agree on much, but we both love our communities and we both know we need the state to begin partnering with its local governments. This can best be done by reinvesting in communities, easing the strict limits on property tax collections, and providing more local revenue options. A great state needs successful cities. The state Legislature must do more to help municipalities succeed.

###

# What Matters: Funding Critical Local Services

## Police and Fire/EMS Services

- Wisconsin is the only state in the country that funds critical first responder services largely from property taxes. We cannot rely exclusively on property taxes to fund these critical services that enable our society to function.
  - Nearly 80 percent of the emergency medical services in Wisconsin are owned, operated, or supported by city, village, and town governments.



Source: Wisconsin Policy Forum, August 2021

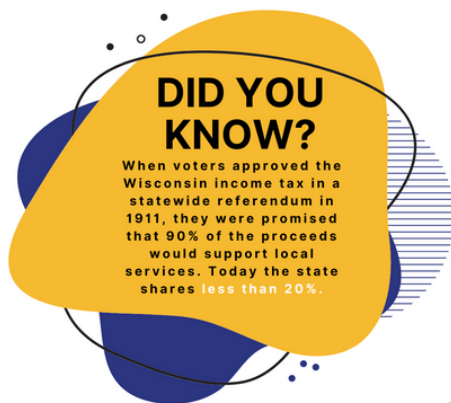
- Cities and villages need reliable, growing, and diverse sources of revenue to continue to serve the needs of residents including the ability to provide public safety services.
  - Wisconsin municipalities currently receive most funding from two sources: property taxes and shrinking state aid (in the form of shared revenue).
- State aid programs that help pay for city services need to be better funded and redesigned.
  - Over the last 20 years, state aid for police, fire, and other critical services has been steadily declining in real dollars, while inflation has caused average prices to increase by 51 percent.
  - Since 2011, shared revenue decreased by 9 percent while the cost of maintaining spending on police, fire, and EMS increased by almost 17 percent.



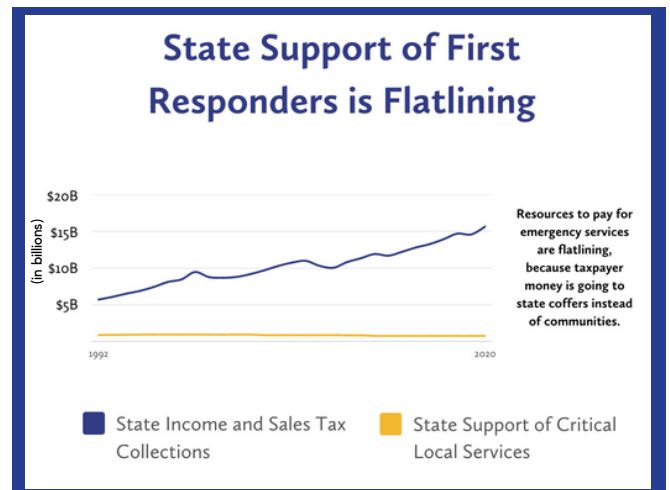
Source: Legislative Fiscal Bureau, January 2021

## Reforming Funding

- Our current system of funding local governments needs serious repair and reform, and we must find new ways to properly fund local governments.
- No other state places such an overwhelming majority of the local government and school funding burden onto property taxes.
  - According to a February 2019 report by the Wisconsin Policy Forum, Wisconsin municipalities rank seventh nationally for being most reliant on property taxes to pay for local services.
- Over reliance on property taxes to pay for K–12 schooling, county government and municipal services places too much of a burden on residential property owners and small businesses.
  - Homeowners in many communities have no capacity for paying higher property taxes.
  - Currently, 68 percent of the statewide property tax levy is paid by homeowners.



Source: Legislative Fiscal Bureau Memo



Data Source: Legislative Fiscal Bureau

For more information, contact Jerry Deschane, Executive Director, or Toni Herkert, Government Affairs Director, for the League of Wisconsin Municipalities at [jdeschane@lwm-info.org](mailto:jdeschane@lwm-info.org) or [therkert@lwm-info.org](mailto:therkert@lwm-info.org).

The League of Wisconsin Municipalities advocates for Wisconsin's cities and villages, large and small, urban and rural, speaking up for local democracy and common-sense citizen led government. Learn more at <http://www.lwm-info.org/>

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

**RESOLUTION URGING LEGISLATURE AND GOVERNOR  
TO FIX BROKEN SYSTEM OF FUNDING CRITICAL LOCAL SERVICES**

**WHEREAS**, Wisconsin's system for funding vital local services like police, fire protection, EMS, well maintained streets, parks and libraries is broken, unsustainable, and needs to be reformed; and

**WHEREAS**, communities are forced to rely on property taxes and flat or declining state aid to pay for critical local services that residents and businesses need; and

**WHEREAS**, state sales and income tax revenues have tripled in the last 30 years, but the share of those taxes going to support police, fire, EMS, and other local services has gone DOWN; and

**WHEREAS**, over the last 20 years, state aid for police, fire, and other critical services has steadily declined in real dollars, while inflation has caused average prices to increase by 51 percent. (The funding level for County and Municipal Aid in 2003 was \$938,529,507. Today, it is \$753,032,613); and

**WHEREAS**, County and Municipal Aid payments to the City of Fort Atkinson has dropped from \$956,453 in 2013 to \$954,318 in 2022; and

**WHEREAS**, the steady decline in the state's contribution to the cost of critical local services has forced communities to rely more heavily on property taxes to maintain police, fire, and EMS service levels; and

**WHEREAS**, the over reliance on property taxes to pay for critical local services must end; and

**WHEREAS**, to compete globally, Wisconsin needs to develop and maintain quality communities that can attract and retain talent and enterprise and spur job creation; and

**WHEREAS**, for local communities to flourish and the state's economy to grow, state and local leaders must work collaboratively; and

**WHEREAS**, Local governments need reliable, growing, sustainable, and diverse sources of revenue to continue to deliver police, fire protection, ambulance services and safe streets now and into the future.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Fort Atkinson urges the Legislature and the Governor to work collaboratively with the League of Wisconsin Municipalities, Wisconsin Counties Association, Wisconsin Towns Association, other local



government leaders, and business leaders to create a better way of funding local governments that includes revenue options other than property taxes to continue delivering police, fire, EMS, and other critical services.

Adopted this 20<sup>th</sup> day of December 2022.

**CITY OF FORT ATKINSON**

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Christopher Scherer, City Council President

ATTEST:

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Michelle Ebbert, Clerk/Treasurer/Finance Director



## MEMORANDUM

**DATE:** December 20, 2022

**TO:** Fort Atkinson City Council

**FROM:** Rebecca Houseman LeMire, City Manager

**RE:** Review and possible action to authorize the City Manager to execute the 2023 Joint Powers Agreement with Jefferson County for the County 911 Emergency System

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### BACKGROUND

Annually, Jefferson County seeks action from the County's municipalities to enter into a "Joint Powers Agreement" for the County 911 emergency system. The Agreement states that if an emergency services vehicle is dispatched in response to a 911 call for service through the County's dispatch system, that vehicle and its personnel will render aid to the persons needing such aid or services, regardless of whether the vehicle is operating inside or outside the vehicle's normal jurisdictional boundaries.

### DISCUSSION

Executing this Joint Powers Agreement will allow for City of Fort Atkinson emergency vehicles, or those contracted for service by the City, to respond outside of their jurisdiction when dispatched with impunity. It also allows for other municipal emergency service providers to respond within the City when dispatched through the County's 911 system.

This Agreement is required per State Statutes when the County has implemented a 911 system, as Jefferson County has done, and is necessary to provide emergency services to those in need, regardless of jurisdictional boundaries.

### FINANCIAL ANALYSIS

There are no costs associated with this Agreement.

### RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Joint Powers Agreement for 2023.

### ATTACHMENTS

Sheriff Paul S. Milbrath Letter; Joint Powers Agreement County 911 Emergency System (January 1, 2023 – December 31, 2023)

# Office of the Sheriff - Jefferson County



411 S. Center Avenue  
Jefferson, Wisconsin 53549-1703

Paul S. Milbrath, Sheriff

Jeffrey Parker, Chief Deputy

Donald Hunter  
Administrative Captain



Travis Maze  
Patrol Captain



Margareta Gray  
Jail Captain

December 1, 2022

Honorable Mayor/Chairperson/President/City Manager:

Re: 911 Joint Powers Agreement

Wisconsin Statute 256.35(9)(a)(b) requires that a 911 Joint Powers Agreement be executed and filed with the Attorney General's office on a yearly basis.

The Mayor/President/Chairman/Manager of a municipality, town, or village must sign and return the enclosed Joint Powers Agreement to me. At that time, I will endorse the agreement and have the original signed by the Jefferson County Clerk as well. As required by Wisconsin Statute 256.35(9)(c), the original document will then be filed with the Attorney General's office and a copy, with signatures, will be returned to you for your files.

If you have any questions please feel free to contact me at 920.674.7329.

Sincerely,

Paul S. Milbrath  
Sheriff

Enclosure

**JOINT POWERS AGREEMENT  
COUNTY 911 EMERGENCY SYSTEM**

WHEREAS, Jefferson County and the municipalities located within the boundaries of Jefferson County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9)(a)(b), Wis. Stats. "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Jefferson County, municipalities shall annually enter into a Joint Powers Agreement, in which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Jefferson County 911 System, such vehicle shall render its service to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements, and conditions contained herein, it is hereby jointly agreed between Jefferson County and the **City of Fort Atkinson, Wisconsin** as follows:

1. Effective as of January 1, 2023, this Agreement shall, thereafter, be applicable on a daily basis for one year.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency services, is dispatched in response to a request through the Jefferson County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 256.35(9)(c), Wis. Stats.

JEFFERSON COUNTY (Dispatching agency)

By: Paul S. Milbrath dated: 12/06/22  
Paul S. Milbrath, Sheriff

JEFFERSON COUNTY CLERK

By: \_\_\_\_\_ dated: \_\_\_\_\_  
Audrey McGraw

\_\_\_\_\_  
CITY OF FORT ATKINSON (Participating agency)  
(Town/City/Village of)

By: \_\_\_\_\_ dated: \_\_\_\_\_  
Rebecca Houseman LeMire, City Manager



## MEMORANDUM

**DATE:** December 20, 2022  
**TO:** Fort Atkinson City Council  
**FROM:** Andy Selle, PE, City Engineer/Public Works Director  
**RE:** Shared Ride Taxi Contract Modifications

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### BACKGROUND:

The Shared Ride Taxi, also known as Brown Cab in Fort Atkinson, has been dealt a number of challenges requiring modification of their contract for the 2023 contract year. This will be the final year of a five year contract with Running Inc, the parent company of Brown Cab. The challenges driving necessary changes are noted below;

- *Loss of Agency Fare Revenue* - 2019 agency fare revenue was \$120,000, predicted in 2022 to be around \$30,000, a loss of \$90,000 in annual revenue
- *Driver shortage* – since the pandemic, Brown Cab has been unable to staff drivers to fulfill the contracted 15,900 hours of service. 2022 projections are about 8,000 hours of service provided, a little over half of the required amount
- *Federal Subsidy* – the federal subsidy was increased in 2020 and 2021 to pay for the entire expense of operating the taxi service. In 2022 the subsidy was increased to 74% (up from 56%) covering all expenses for the contract, at the number of contract hours projected (8,000 vs 15,900). The federal subsidy will return to 56% next year.

The contract modifications proposed in response to the above challenges are as follows:

- Reduction of contract hours from 15,900 to 9,000 hours. This takes the City's portion of the contract cost (44%), from \$246,500 to \$145,450 – a difference of \$101,000.
- An increase in hourly rate for reduced contract service hours. The 2023 rate would be \$35.23 under the current contract. Running Inc, proposed a rate at 9,000 hours of \$36.73. An increased cost of \$5940 to the City's portion of the contract
- An across the board fare increase of on average 61%. This is predicted to increase revenue (at 2022 ridership levels) about \$59,000.
- Reduced service hours will require the service schedule to change. A taxi will be available from 6AM to 7PM weekdays, 7AM to 7PM Saturday, and 7AM to 3PM on Sunday. This will eliminate late night (7PM - 2AM) rides on Friday and Saturday evening.

## DISCUSSION:

The proposed changes for 2023 will limit the potential financial liability for the City should Running Inc be able to fulfill unused contract hours. Each change will be discussed further below.

### Reduced Contract Hours

Should the contractor be able to fulfill the maximum hours allowed at 15,900, the City could be faced with a deficit of around \$90,000 to pay at year end. The likelihood of this is low, however it is prudent to project the 2023 hours, expected ridership and revenue, and contract expense to

RUNNING INC: PROPOSED HRLY RATE CHANGE		
14,000 @ \$35.23 (which is the rate for 2023)		
12,000 @ \$36.23		
10,000 @ \$36.73		
8,000 @ \$37.23		

better understand a reasonable balance between that liability and the service that many rely upon. Those scenarios are provided below. Note that in exchange for accepting a reduction in the contract hours, Running Inc asked for an attendant increase in contracted rate to recoup fixed expenses. This has an impact on the City portion of the contract of about \$5940.

SCENARIO 1 - same fares and ridership as 2022, 56% federal funding, Running Inc proposal for hourly rate structure				
SERVICE HOURS	RATE	44% CITY SHARE	TOTAL REVENUE	UNBUDGETED
8,000.00	\$ 37.23	\$131,049.60	\$ 97,390.00	\$ 33,659.60
9,000.00	\$ 36.73	\$145,450.80	\$ 97,390.00	\$ 48,060.80
10,000.00	\$ 36.73	\$161,612.00	\$ 97,390.00	\$ 64,222.00
15,900.00	\$ 35.23	\$246,469.08	\$ 97,390.00	\$ 149,079.08
SCENARIO 2 - increase fares, same ridership, 56% federal, Running Inc proposal for hourly rate structure				
SERVICE HOURS	RATE	44% CITY SHARE	TOTAL REVENUE	UNBUDGETED
8,000.00	\$ 37.23	\$131,049.60	\$156,555.00	\$ (25,505.40)
9,000.00	\$ 36.73	\$145,450.80	\$156,555.00	\$ (11,104.20)
10,000.00	\$ 36.73	\$161,612.00	\$156,555.00	\$ 5,057.00
15,900.00	\$ 35.23	\$246,469.08	\$156,555.00	\$ 89,914.08

### Reduced Service Schedule

A reduction in contract hours will eliminate the number of taxis on the road at any given time. A comparison of the number of taxis on the road by hour under the previous contract and the proposed new contract is below.



Count of taxis on the road during scheduled service hours, current and proposed.

CURENT SCHEDULE								PROPOSED SCHEDULE							
	Sun	Mon	Tues	Wed	Thurs	Fri	Sat		Sun	Mon	Tues	Wed	Thurs	Fri	Sat
12 AM	1	0	0	0	0	0	1	12 AM	0	0	0	0	0	0	0
1 AM	1	0	0	0	0	0	1	1 AM	0	0	0	0	0	0	0
2 AM	1	0	0	0	0	0	1	2 AM	0	0	0	0	0	0	0
4 AM	0	0	0	0	0	0	0	4 AM	0	0	0	0	0	0	0
6 AM	0	1	1	2	1	1	0	6 AM	0	2	2	2	2	2	0
7 AM	2	5	4	5	4	4	1	7 AM	1	2	2	2	2	2	1
8 AM	3	3	3	3	3	3	2	8 AM	2	2	2	2	2	2	2
9 AM	2	5	4	4	5	5	3	9 AM	2	2	2	2	2	2	2
10 AM	2	4	4	4	5	5	3	10 AM	2	2	2	2	2	2	2
11 AM	2	5	5	5	5	5	3	11 AM	2	2	2	2	2	2	2
12 PM	2	4	5	4	4	5	3	12 PM	2	2	2	2	2	2	2
1 PM	2	4	5	5	5	5	3	1 PM	2	2	2	2	2	2	2
2 PM	2	5	5	5	5	5	3	2 PM	2	2	2	2	2	2	2
3 PM	1	5	5	5	6	5	3	3 PM	2	2	2	2	2	2	1
4 PM	0	3	2	3	4	4	2	4 PM	0	2	2	2	2	2	1
5 PM	0	2	3	2	2	4	2	5 PM	0	2	2	2	2	2	1
6 PM	0	2	1	2	2	2	1	6 PM	0	2	2	2	2	2	1
7 PM	0	0	0	0	0	2	1	7 PM	0	0	0	0	0	1	1
8 PM	0	0	0	0	0	1	1	8 PM	0	0	0	0	0	0	0
9 PM	0	0	0	0	0	1	1	9 PM	0	0	0	0	0	0	0
10 PM	0	0	0	0	0	1	1	10 PM	0	0	0	0	0	0	0
11 PM	0	0	0	0	0	1	1	11 PM	0	0	0	0	0	0	0
	1066.0	2375.0	2418.0	2496.0	2575.5	3042.0	1898.0		884.0	1250.0	1300.0	1300.0	1275.0	1352.0	1040.0

Generally, the taxi will be available from 6AM to 7PM weekdays, 7AM to 7PM Saturday, and 7AM to 3PM on Sunday. This will eliminate the late night (7PM - 2AM) rides on Friday and Saturday evening.

### Fare Increase

The City has not increased fares since 2017, and then only on certain categories (table below). Fort Atkinson has endeavored to manage the Shared Ride Taxi as a net zero cost to the City, with fare revenue matching the 44% of the contract the City is responsible to pay. Revenue loss through both reduced ridership, reduced service hours, and the loss of agency ridership requires the City to address fares.

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
<b>Senior / Disabled</b>	<b>\$ 3.50</b>	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
<b>Base Adult</b>	<b>\$ 5.00</b>	\$3.25	\$3.25	\$3.25	\$3.25	\$3.25	\$3.25	\$3.00	\$3.00	\$3.00	\$3.00
<b>Student</b>	<b>\$ 4.00</b>	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
<b>After 10 PM</b>	<b>N/A</b>	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	N/A	N/A	N/A	N/A
<b>Agency Fare</b>	<b>\$ 12.00</b>	\$8.50	\$8.50	\$8.50	\$8.50	\$6.25	\$6.25	\$4.60	\$4.60	\$4.60	\$4.60
<b>Extra Mileage</b>	<b>\$ 3.00</b>	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$1.75	\$1.75	\$1.75	\$1.75

Whispers of similar fare increases have been heard in other municipalities. Efforts continue to confirm these proposals. Data in the table below illustrates the fare structure of nearby cities and also cities of similar size across the state.

	Local Comparison						WISDOT Group 4 - Similar Populations				
	Fort Atkinson (current)	Edgerton	Jefferson	Lake Mills	Watertown	Whitewater	Black River Falls	Ripon	Marinette	Reedsburg	Platteville
Adult	\$ 3.25	\$ 3.50	\$ 3.00	\$ 3.00	\$ 4.00	\$ 3.25	\$ 3.00	\$ 3.75	\$ 4.00	\$ 4.50	\$ 3.00
Senior / Disabled	\$ 2.00	\$ 2.50	\$ 2.00	\$ 1.75	\$ 2.75	\$ 2.25	\$ 1.50	\$ 2.50	\$ 3.00	\$ 3.50	\$ 2.75
Student	\$ 2.50	\$ 2.25	\$ 3.00	\$ 2.00	\$ 3.00	\$ 2.50	\$ 2.00	\$ 2.75	\$ 4.00	\$ 3.50	\$ 2.75
Out of Town Miles	\$ 2.00	\$ 2.25	\$ 2.25	\$ 1.75	NA	\$ 2.25	\$ 1.50	\$ 2.50	Undefined	\$ 2.00	\$ 3.00

The proposed fare increase will generate additional revenue of approximately \$59,000. Given the possible deficit outlined in the tables above, City staff recommend moving forward with the fare increase option. These estimates were based on the 2022 ridership percentages listed at right.

FARES			
	RIDERSHIP	CURRENT	PROPOSED
Adult	15%	\$ 3.25	\$ 5.00
Student	3%	\$ 2.50	\$ 4.00
Senior	21%	\$ 2.00	\$ 3.50
Disabled	50%	\$ 2.00	\$ 3.50
Agency	10%	\$ 8.50	\$ 12.00

The future of the Fort Atkinson Shared Ride service beyond 2023 will be discussed in the first quarter of 2023. Headwinds are considerable with the loss in agency ridership and the expected significant increase in contracted rates for the 2024-2028 period.

#### RECOMMENDATION:

Staff recommend the council accept the contract modifications and increased fares as noted.





## MEMORANDUM

**DATE:** December 20, 2022

**TO:** City of Fort Atkinson City Council

**FROM:** Rebecca Houseman LeMire, City Manager

**RE:** Review and possible action relating to the Rural Ambulance Agreements between the City of Fort Atkinson and the Towns of Hebron, Jefferson, Koshkonong, Oakland, and Sumner

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### BACKGROUND

The City of Fort Atkinson Fire Department will provide 24/7 full-time fire protection services and 911 emergency medical services (EMS) within the City limits starting on January 1, 2023 due to the passage of the Public Safety Referendum in April 2022 and the hiring of additional staff. The City's Fire Department also intends to provide these services to portions of the surrounding Townships.

### DISCUSSION

When the City terminated the contract with the third-party service provider in September 2021 (as of January 1, 2023), the existing Rural Ambulance Agreements between the City and the Towns of Hebron, Jefferson, Koshkonong, Oakland, and Sumner became null and void. Over the past several months, City staff has been working with the staff and elected officials in these Towns to negotiate the attached Rural Ambulance Agreements to provide high-quality, efficient EMS service within the established service area.

The Agreements mirror the previous EMS agreements in terms of services and mirror the existing Fire Service agreements between the City and these Townships in terms of annual cost increases. The Agreements are consistent with each other and are for three years (2023-2025). The current Fire Service Agreements include a renegotiation clause in 2025. In 2024, staff intends to renegotiate both the Fire and EMS Agreements with the individual Towns into one Agreement that represents the cost of providing the services as well as purchasing and maintaining the equipment. The length of the proposed Rural Ambulance Agreements will allow the City and the Towns the time necessary to understand the cost and value of the services through the City's full time Fire Department.

### FINANCIAL ANALYSIS

The 2022 EMS agreements included a cost of \$7.22 per capita for the portions of the Towns which are served by the City's third-party service provider. For the 2023-2025 Agreements, the City negotiated a rate of \$7.22 per capita plus an annual increase tied to the Consumer Price Index, with a minimum of 2% and a maximum of 6%. While the final CPI to be used will not be known until early 2023, City staff has prepared the Towns to expect the maximum increase of 6%.

Table 1 below shows the 2022 EMS service area population by Township, the estimated per capita cost, and the total estimated 2023 contract cost. This total of just under \$42,000 represents revenue from the Towns to the City to operate the EMS service and will be included in the EMS Fund (fund 7) in 2023.

**TABLE 1: 2022 Population and 2023 Estimated Rural Ambulance Agreement Revenue**

City of Fort Atkinson Fire Department			
2022 Population & 2023 Estimated Ambulance Agreement Revenue			
Municipality	2022 EMS Service Population	2023 Estimated Contract Cost per Capita	Total Estimated 2023 Contract Cost
T. Hebron	808	\$ 7.65	\$ 6,181.20
T. Jefferson	318	\$ 7.65	\$ 2,432.70
T. Koshkonong	3,524	\$ 7.65	\$ 26,958.60
T. Oakland	625	\$ 7.65	\$ 4,781.25
T. Sumner	482	\$ 7.65	\$ 3,687.30
<b>TOTAL</b>	<b>5,757</b>	<b>-</b>	<b>\$ 44,041.05</b>

This is slightly below the budgeted revenue of \$46,800. However, the City Council recently approved a fee schedule with higher service rates for non-City residents (Table 2). Staff anticipates that the additional revenue from these rates will make up for the reduction in annual contract costs. In 2024, when the Fire and EMS contracts are reviewed by all parties, the services rates may be equalized as part of the negotiations.

**TABLE 2: Excerpt from Resolution No. 1391 Approving the 2023 Schedule of Fees**

TYPE OF LICENSE OR PERMIT	2023 FEE AMOUNT	UNIT/DURATION
<b>EMERGENCY MEDICAL SERVICES (EMS) FEES</b>		
Basic Life Support – Resident	\$1,500.00	Per response
BLS – Non City Resident	\$1,700.00	Per response
Advanced Life Support – Resident	\$1,700.00	Per response
ALS – Non City Resident	\$1,900.00	Per response
ALS2 – Resident	\$1,900.00	Per response
ALS2 – Non City Resident	\$2,100.00	Per response
BLS On Scene Care – Resident	\$600.00	Per response
BLS On Scene Care – Non City Resident	\$800.00	Per response
ALS On Scene Care – Resident	\$1,000.00	Per response
ALS On Scene Care – Non City Resident	\$1,200.00	Per response
Lift Assist – Resident (after 5 <sup>th</sup> per calendar year)	\$300.00	Per lift assist after 5 per calendar year
Lift Assist – Non City Resident (after 5 <sup>th</sup> per calendar year)	\$500.00	Per lift assist after 5 per calendar year
Mileage – Resident	\$26.00	Per mile
Mileage – Non City Resident	\$26.00	Per mile

**RECOMMENDATION**

Staff recommends that the City Council approve each of the five proposed Rural Ambulance Agreements with the Towns of Hebron, Jefferson, Koshkonong, Oakland, and Sumner for 2023-2025 through separate actions.

Note that the Town of Koshkonong Agreement will likely be amended in early 2023 to reflect the removal of the Bingham's Point area. Town Officials reached out to staff to request the change, but the required population, legal description, and map were not provided.

**ATTACHMENTS**

Rural Ambulance Agreements: City of Fort Atkinson and Town of Hebron, City of Fort Atkinson and Town of Jefferson, City of Fort Atkinson and Town of Koshkonong, City of Fort Atkinson and Town of Oakland, and City of Fort Atkinson and Town of Sumner

## RURAL AMBULANCE AGREEMENT

This Agreement made December 20, 2022, by and between the City of Fort Atkinson (hereinafter the “City”) and the Town of Hebron (hereinafter the “Town”). Both parties are municipal corporations located in Jefferson County, Wisconsin.

### RECITALS

- A) The City is ending its private ambulance service contract with to provide emergency 911 medical services to the service area, and will be providing its own emergency 911 medical services to the residents of the City as of January 1, 2023, at 12:00 a.m.
- B) The Town is interested in receiving 911 emergency medical services for its citizens under specific terms with the City.
- C) The City and the Town share the goal of providing high-quality full-time 911 emergency medical services to the residents in the service area, and have determined that a partnership between the City and the Town is the most efficient and effective way to provide such service.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) The City shall provide to the Town, according to areas designated in the map exhibits, emergency 911 medical services pursuant to the terms of this Agreement. The term of this Agreement shall be for an initial 3-year term, which shall commence on January 1, 2023 at 12:00 a.m. and terminate no later than December 31, 2025 at 11:59 p.m.
- 2) The area in which services shall be provided pursuant to this Agreement shall be known as the “primary service area” attached hereto, incorporated by reference, and marked Exhibit “A” is a copy of a plat map (marked in yellow) which shows the primary service area of not only the Town, but also other Townships to which the City may also provide similar service. The primary service area is also described on Exhibit “B” attached hereto and incorporated by reference.
- 3) In consideration for the service provided to it, the Town agrees to pay to the City a sum equal to \$7.22 per year (the base amount) for each of the Town’s residents that resides within the primary service area. This fee is based on the population of the area served, using 2022 as the base for annual adjustments. For the calendar year of 2023, the Town shall pay to the City \$7.22 per year (base amount) for each of the Town’s residents within the primary service area plus a sum calculated by multiplying the base amount by the percentage of change in the preceding year’s Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). Annual increases will be limited to a minimum of 2% and a maximum of 6%. The 2023 fee is to be determined in January, 2023, based on the change in Consumer Price Index over the previous 12 months. In determining this number, the parties shall use the same population figures prepared annually by the Department of Administration/State of Wisconsin population estimates, as provided by the Jefferson County Land Information Department by Municipality within the Fort Atkinson EMS District.

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1. Bureau of Labor Statistics CPI for Urban Wage Earners and Clerical Workers (CPI-W); Series ID CWUR0000SA0; not seasonally adjusted; US City Average; Base period 1982-84=100.

The aforementioned sums shall be paid by the Town to the City on a quarterly basis prior to March 1, June 1, September 1, and December 1 of each year this Agreement is in force. The City will provide invoices at least 30 days prior to these deadlines.

Any sums under this Agreement not paid by the Town on a timely basis shall be referred to the City Council for further action. The City reserves the right to terminate this Agreement if payments are not timely made.

- 4) The parties agree that the number of the Town's residents serviced by Fort Atkinson EMS for 2022 is 808. This number shall be adjusted each year by February 1 as set forth above. The adjusted number shall be used to calculate the fee for the entire year. The Town shall cooperate in this adjustment process.
- 5) The parties further agree that there is no exit clause for the initial Agreement, except for malfeasance or failure to provide service by the City or the failure to pay by the Town.
- 6) Should Jefferson County, Wisconsin at any time adopt a County-wide system for 911 emergency medical service, ambulance service, and/or other related care during the term of this initial Agreement, then the parties agree that this Agreement will be reopened for further negotiation and possible incorporation into a County-wide system.
- 7) The City shall provide annual budgets for the Fire/EMS Department to the Town by December 1<sup>st</sup>, for the following year, starting on December 1, 2022 with the 2023 annual budget.
- 8) The City Council shall adopt a Resolution outlining the Schedule of Fees for EMS services by December 1<sup>st</sup>, of each year for the following year. This Schedule of Fees shall be provided to the Town along with the annual budget document.
- 9) The City and the Town will review and negotiate for a long-term contract prior to December 31, 2025. A longer term contract may provide for Town input on rate structure through an advisory committee.
- 10) The Town Chair and the Town Clerk shall be included on all future Agreements.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ by:

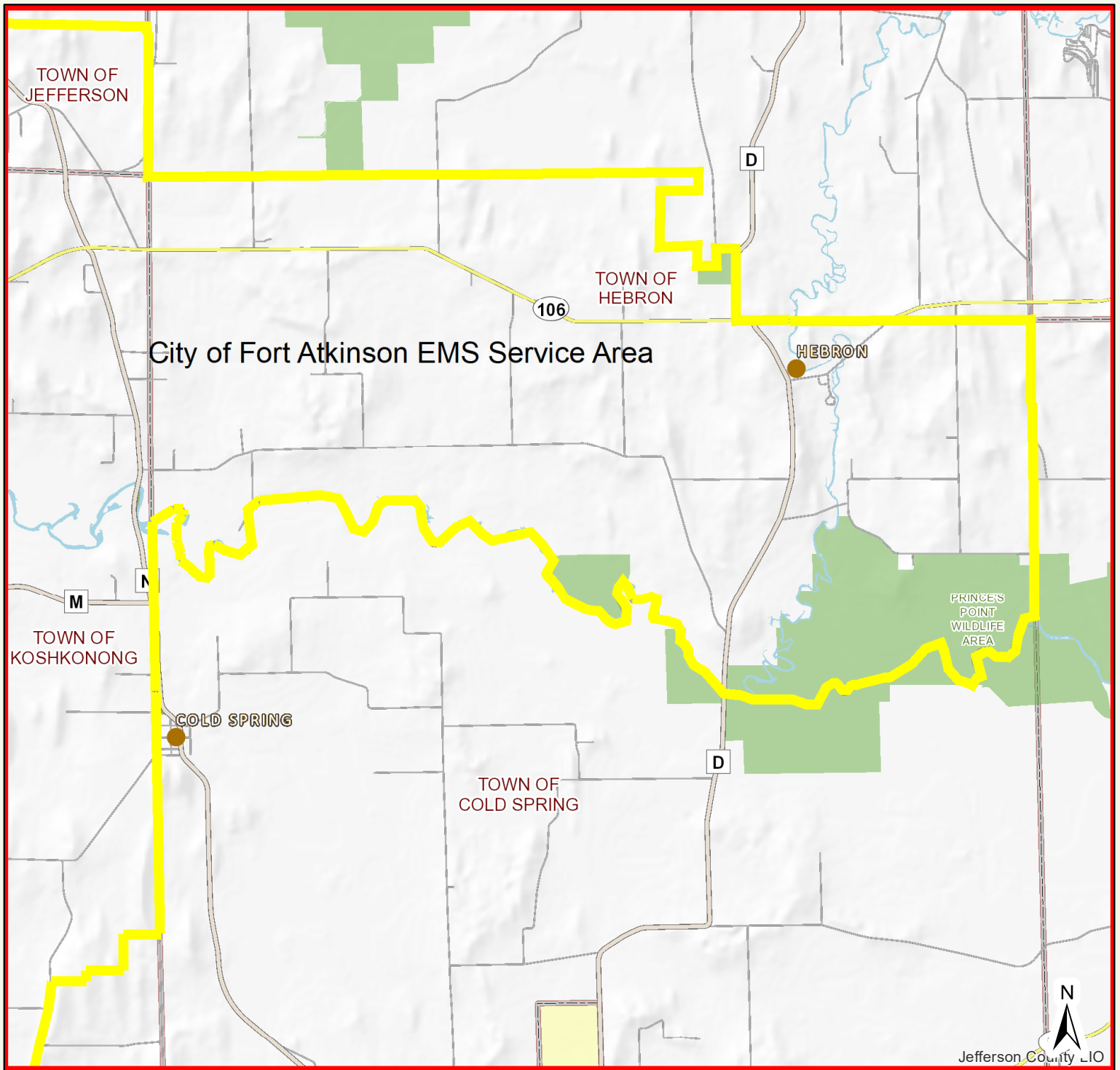
CITY OF FORT ATKINSON  
101 North Main Street  
Fort Atkinson, WI 53538

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

TOWN OF HEBRON  
N1986 Frommader Road  
Fort Atkinson, WI 53538

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

# Town of Hebron - COFA EMS Service Area



Jefferson County Geographic Information System

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.

4,800 2,400 0 4,800 Feet  
1 inch = 5,000 feet

Printed on: October 10, 2022

Author: RHL

**EXHIBIT B**

**TOWN OF HEBRON**

Sections 1, 2, 3, 4, 5, 6, 10, 11 and 12 and North of the Bark River in Sections 7, 8, 9, 13, 14 and 15 of T.5N. - R.15E. Also Sections 25, 26, 27, 28, 31, 32, 33, 34, 35 and 36 of T.6N. - R.15E.

## RURAL AMBULANCE AGREEMENT

This Agreement made December 20, 2022, by and between the City of Fort Atkinson (hereinafter the “City”) and the Town of Jefferson (hereinafter the “Town”). Both parties are municipal corporations located in Jefferson County, Wisconsin.

### RECITALS

- A) The City is ending its private ambulance service contract with to provide emergency 911 medical services to the service area, and will be providing its own emergency 911 medical services to the residents of the City as of January 1, 2023, at 12:00 a.m.
- B) The Town is interested in receiving 911 emergency medical services for its citizens under specific terms with the City.
- C) The City and the Town share the goal of providing high-quality full-time 911 emergency medical services to the residents in the service area, and have determined that a partnership between the City and the Town is the most efficient and effective way to provide such service.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) The City shall provide to the Town, according to areas designated in the map exhibits, emergency 911 medical services pursuant to the terms of this Agreement. The term of this Agreement shall be for an initial 3-year term, which shall commence on January 1, 2023 at 12:00 a.m. and terminate no later than December 31, 2025 at 11:59 p.m.
- 2) The area in which services shall be provided pursuant to this Agreement shall be known as the “primary service area” attached hereto, incorporated by reference, and marked Exhibit “A” is a copy of a plat map (marked in yellow) which shows the primary service area of not only the Town, but also other Townships to which the City may also provide similar service. The primary service area is also described on Exhibit “B” attached hereto and incorporated by reference.
- 3) In consideration for the service provided to it, the Town agrees to pay to the City a sum equal to \$7.22 per year (the base amount) for each of the Town’s residents that resides within the primary service area. This fee is based on the population of the area served, using 2022 as the base for annual adjustments. For the calendar year of 2023, the Town shall pay to the City \$7.22 per year (base amount) for each of the Town’s residents within the primary service area plus a sum calculated by multiplying the base amount by the percentage of change in the preceding year’s Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). Annual increases will be limited to a minimum of 2% and a maximum of 6%. The 2023 fee is to be determined in January, 2023, based on the change in Consumer Price Index over the previous 12 months. In determining this number, the parties shall use the same population figures prepared annually by the Department of Administration/State of Wisconsin population estimates, as provided by the Jefferson County Land Information Department by Municipality within the Fort Atkinson EMS District.

---

1. Bureau of Labor Statistics CPI for Urban Wage Earners and Clerical Workers (CPI-W); Series ID CWUR0000SA0; not seasonally adjusted; US City Average; Base period 1982-84=100.



The aforementioned sums shall be paid by the Town to the City on a quarterly basis prior to March 1, June 1, September 1, and December 1 of each year this Agreement is in force. The City will provide invoices at least 30 days prior to these deadlines.

Any sums under this Agreement not paid by the Town on a timely basis shall be referred to the City Council for further action. The City reserves the right to terminate this Agreement if payments are not timely made.

- 4) The parties agree that the number of the Town's residents for 2022 is 318. This number shall be adjusted each year by February 1 as set forth above. The adjusted number shall be used to calculate the fee for the entire year. The Town shall cooperate in this adjustment process.
- 5) The parties further agree that there is no exit clause for the initial Agreement, except for malfeasance or failure to provide service by the City or the failure to pay by the Town.
- 6) Should Jefferson County, Wisconsin at any time adopt a County-wide system for 911 emergency medical service, ambulance service, and/or other related care during the term of this initial Agreement, then the parties agree that this Agreement will be reopened for further negotiation and possible incorporation into a County-wide system.
- 7) The City shall provide annual budgets for the Fire/EMS Department to the Town by December 1<sup>st</sup>, for the following year, starting on December 1, 2022 with the 2023 annual budget.
- 8) The City Council shall adopt a Resolution outlining the Schedule of Fees for EMS services by December 1<sup>st</sup>, of each year for the following year. This Schedule of Fees shall be provided to the Town along with the annual budget document.
- 9) The City and the Town will review and negotiate for a long-term contract prior to December 31, 2025. A longer term contract may provide for Town input on rate structure through an advisory committee.
- 10) The Town Chair and the Town Clerk shall be included on all future Agreements.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ by:

CITY OF FORT ATKINSON  
101 North Main Street  
Fort Atkinson, WI 53538

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

TOWN OF JEFFERSON  
W7002 County Road J  
Jefferson, WI 53549

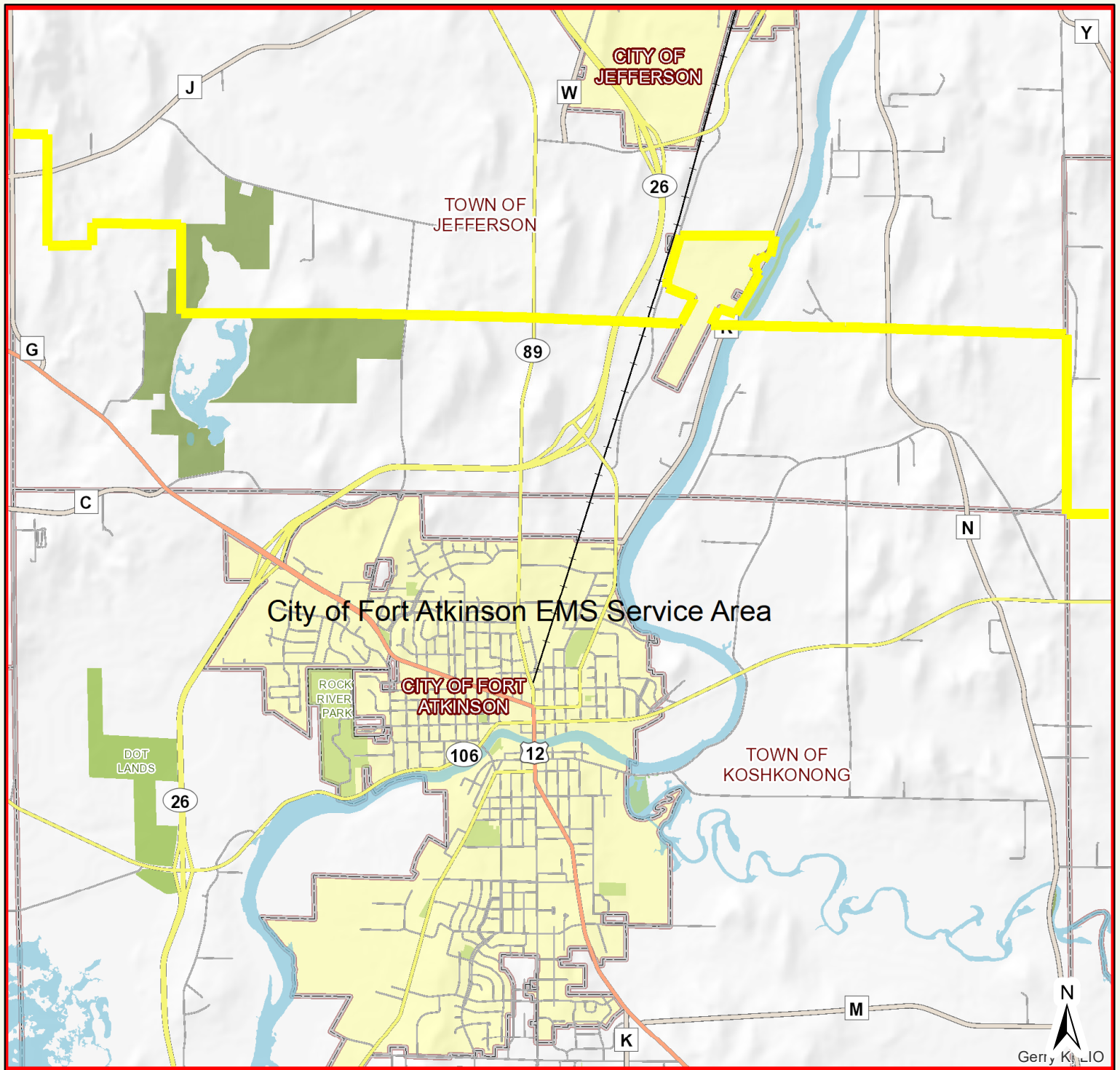
By: \_\_\_\_\_  
Date

## **Exhibit B**

### Town of Jefferson EMS Service Area

- T6N R15E
  - Sections: 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17, & 18
- T6N R14E
  - Sections: 1,3,4,5,6,7,8,9,10,12,13,14,15,16,17,18,20,21,22,23 & 24 excluding lands within the city limits of Jefferson and Fort Atkinson.
  - Also, the NE ¼ of Section 19 and the E1/2 of the NW ¼ of Section 19, and the N1/2 of the NE1/4 of the SW1/4 of Section 19.
  - Also, that part of Section 25 included in CSM 4047. Volume 16 Page 81, Document #982721. (014-0614-2521-002).

# Town of Jefferson - COFA EMS Service Area



Jefferson County Geographic Information System

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.

4,000 2,000 0 4,000 Feet  
1 inch = 4,167 feet

Printed on: November 2, 2022

Author: Public User

## **EXHIBIT B**

### Town of Jefferson EMS Service Area

- T6N R15E
  - Sections: 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17, & 18
- T6N R14E
  - Sections: 1,3,4,5,6,7,8,9,10,12,13,14,15,16,17,18,20,21,22,23 & 24 excluding lands within the city limits of Jefferson and Fort Atkinson.
  - Also, the NE ¼ of Section 19 and the E1/2 of the NW ¼ of Section 19, and the N1/2 of the NE1/4 of the SW1/4 of Section 19.
  - Also, that part of Section 25 included in CSM 4047. Volume 16 Page 81, Document #982721. (014-0614-2521-002).

## RURAL AMBULANCE AGREEMENT

This Agreement made December 20, 2022, by and between the City of Fort Atkinson (hereinafter the “City”) and the Town of Koshkonong (hereinafter the “Town”). Both parties are municipal corporations located in Jefferson County, Wisconsin.

### RECITALS

- A) The City is ending its private ambulance service contract with to provide emergency 911 medical services to the service area, and will be providing its own emergency 911 medical services to the residents of the City as of January 1, 2023, at 12:00 a.m.
- B) The Town is interested in receiving 911 emergency medical services for its citizens under specific terms with the City.
- C) The City and the Town share the goal of providing high-quality full-time 911 emergency medical services to the residents in the service area, and have determined that a partnership between the City and the Town is the most efficient and effective way to provide such service.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) The City shall provide to the Town, according to areas designated in the map exhibits, emergency 911 medical services pursuant to the terms of this Agreement. The term of this Agreement shall be for an initial 3-year term, which shall commence on January 1, 2023 at 12:00 a.m. and terminate no later than December 31, 2025 at 11:59 p.m.
- 2) The area in which services shall be provided pursuant to this Agreement shall be known as the “primary service area” attached hereto, incorporated by reference, and marked Exhibit “A” is a copy of a plat map (marked in yellow) which shows the primary service area of not only the Town, but also other Townships to which the City may also provide similar service. The primary service area is also described on Exhibit “B” attached hereto and incorporated by reference.
- 3) In consideration for the service provided to it, the Town agrees to pay to the City a sum equal to \$7.22 per year (the base amount) for each of the Town’s residents that resides within the primary service area. This fee is based on the population of the area served, using 2022 as the base for annual adjustments. For the calendar year of 2023, the Town shall pay to the City \$7.22 per year (base amount) for each of the Town’s residents within the primary service area plus a sum calculated by multiplying the base amount by the percentage of change in the preceding year’s Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). Annual increases will be limited to a minimum of 2% and a maximum of 6%. The 2023 fee is to be determined in January, 2023, based on the change in Consumer Price Index over the previous 12 months. In determining this number, the parties shall use the same population figures prepared annually by the Department of Administration/State of Wisconsin population estimates, as provided by the Jefferson County Land Information Department by Municipality within the Fort Atkinson EMS District.

---

1. Bureau of Labor Statistics CPI for Urban Wage Earners and Clerical Workers (CPI-W); Series ID CWUR0000SA0; not seasonally adjusted; US City Average; Base period 1982-84=100.

The aforementioned sums shall be paid by the Town to the City on a quarterly basis prior to March 1, June 1, September 1, and December 1 of each year this Agreement is in force. The City will provide invoices at least 30 days prior to these deadlines.

Any sums under this Agreement not paid by the Town on a timely basis shall be referred to the City Council for further action. The City reserves the right to terminate this Agreement if payments are not timely made.

- 4) The parties agree that the number of the Town's residents for 2022 is 3,524. This number shall be adjusted each year by February 1 as set forth above. The adjusted number shall be used to calculate the fee for the entire year. The Town shall cooperate in this adjustment process.
- 5) The parties further agree that there is no exit clause for the initial Agreement, except for malfeasance or failure to provide service by the City or the failure to pay by the Town.
- 6) Should Jefferson County, Wisconsin at any time adopt a County-wide system for 911 emergency medical service, ambulance service, and/or other related care during the term of this initial Agreement, then the parties agree that this Agreement will be reopened for further negotiation and possible incorporation into a County-wide system.
- 7) The City shall provide annual budgets for the Fire/EMS Department to the Town by December 1<sup>st</sup>, for the following year, starting on December 1, 2022 with the 2023 annual budget.
- 8) The City Council shall adopt a Resolution outlining the Schedule of Fees for EMS services by December 1<sup>st</sup>, of each year for the following year. This Schedule of Fees shall be provided to the Town along with the annual budget document.
- 9) The City and the Town will review and negotiate for a long-term contract prior to December 31, 2025. A longer term contract may provide for Town input on rate structure through an advisory committee.
- 10) The Town Chair and the Town Clerk shall be included on all future Agreements.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ by:

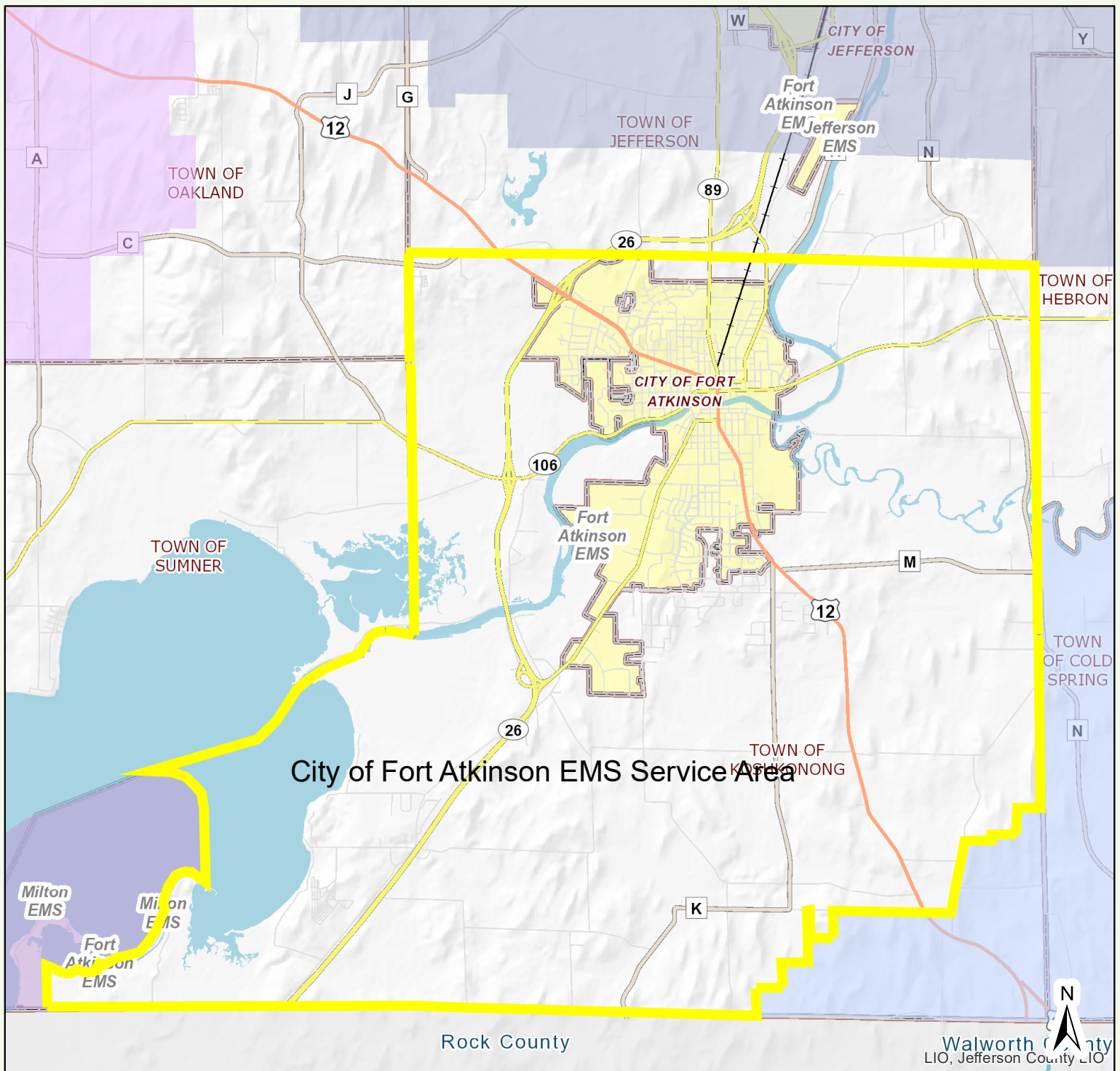
CITY OF FORT ATKINSON  
101 North Main Street  
Fort Atkinson, WI 53538

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

TOWN OF KOSHKONONG  
W5609 Star School Road  
Fort Atkinson, WI 53538

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

# City of Fort Atkinson EMS Service Area - Town of Koshkonong



## EMS Districts

- Cambridge EMS
- Dousman EMS
- Edgerton EMS
- Ixonia EMS

- Jefferson EMS
- Johnson Creek EMS
- Lake Mills EMS
- Milton EMS
- Palmyra EMS

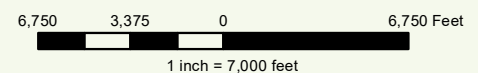
- Fort Atkinson EMS
- Sullivan EMS
- Waterloo EMS
- Watertown EMS
- Western Lakes

- Whitewater EMS



Jefferson County Geographic Information System

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.



Printed on: December 2, 2022

Author: Public User

## EXHIBIT B

### TOWN OF KOSHKONONG

All sections of T.5N. - R.14E., but only the portions of Section 25, 34, and 35 served by the 563 and 568 phone exchange. Sections 31, 32, 33, 35 and 36 of T.6N. - R.14E. Also Section 13 South of the Rock River, and Section 24, 25, 35 and 36 and the East 1/2 of Section 26 of T.5N. - R.13E.



## RURAL AMBULANCE AGREEMENT

This Agreement made December 20, 2022, by and between the City of Fort Atkinson (hereinafter the “City”) and the Town of Oakland (hereinafter the “Town”). Both parties are municipal corporations located in Jefferson County, Wisconsin.

### RECITALS

- A) The City is ending its private ambulance service contract with to provide emergency 911 medical services to the service area, and will be providing its own emergency 911 medical services to the residents of the City as of January 1, 2023, at 12:00 a.m.
- B) The Town is interested in receiving 911 emergency medical services for its citizens under specific terms with the City.
- C) The City and the Town share the goal of providing high-quality full-time 911 emergency medical services to the residents in the service area, and have determined that a partnership between the City and the Town is the most efficient and effective way to provide such service.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) The City shall provide to the Town, according to areas designated in the map exhibits, emergency 911 medical services pursuant to the terms of this Agreement. The term of this Agreement shall be for an initial 3-year term, which shall commence on January 1, 2023 at 12:00 a.m. and terminate no later than December 31, 2025 at 11:59 p.m.
- 2) The area in which services shall be provided pursuant to this Agreement shall be known as the “primary service area” attached hereto, incorporated by reference, and marked Exhibit “A” is a copy of a plat map (marked in yellow) which shows the primary service area of not only the Town, but also other Townships to which the City may also provide similar service. The primary service area is also described on Exhibit “B” attached hereto and incorporated by reference.
- 3) In consideration for the service provided to it, the Town agrees to pay to the City a sum equal to \$7.22 per year (the base amount) for each of the Town’s residents that resides within the primary service area. This fee is based on the population of the area served, using 2022 as the base for annual adjustments. For the calendar year of 2023, the Town shall pay to the City \$7.22 per year (base amount) for each of the Town’s residents within the primary service area plus a sum calculated by multiplying the base amount by the percentage of change in the preceding year’s Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). Annual increases will be limited to a minimum of 2% and a maximum of 6%. The 2023 fee is to be determined in January, 2023, based on the change in Consumer Price Index over the previous 12 months. In determining this number, the parties shall use the same population figures prepared annually by the Department of Administration/State of Wisconsin population estimates, as provided by the Jefferson County Land Information Department by Municipality within the Fort Atkinson EMS District.

---

1. Bureau of Labor Statistics CPI for Urban Wage Earners and Clerical Workers (CPI-W); Series ID CWUR0000SA0; not seasonally adjusted; US City Average; Base period 1982-84=100.

The aforementioned sums shall be paid by the Town to the City on a quarterly basis prior to March 1, June 1, September 1, and December 1 of each year this Agreement is in force. The City will provide invoices at least 30 days prior to these deadlines.

Any sums under this Agreement not paid by the Town on a timely basis shall be referred to the City Council for further action. The City reserves the right to terminate this Agreement if payments are not timely made.

- 4) The parties agree that the number of the Town's residents for 2022 is 625. This number shall be adjusted each year by February 1 as set forth above. The adjusted number shall be used to calculate the fee for the entire year. The Town shall cooperate in this adjustment process.
- 5) The parties further agree that there is no exit clause for the initial Agreement, except for malfeasance or failure to provide service by the City or the failure to pay by the Town.
- 6) Should Jefferson County, Wisconsin at any time adopt a County-wide system for 911 emergency medical service, ambulance service, and/or other related care during the term of this initial Agreement, then the parties agree that this Agreement will be reopened for further negotiation and possible incorporation into a County-wide system.
- 7) The City shall provide annual budgets for the Fire/EMS Department to the Town by December 1<sup>st</sup>, for the following year, starting on December 1, 2022 with the 2023 annual budget.
- 8) The City Council shall adopt a Resolution outlining the Schedule of Fees for EMS services by December 1<sup>st</sup>, of each year for the following year. This Schedule of Fees shall be provided to the Town along with the annual budget document.
- 9) The City and the Town will review and negotiate for a long-term contract prior to December 31, 2025. A longer term contract may provide for Town input on rate structure through an advisory committee.
- 10) The Town Chair and the Town Clerk shall be included on all future Agreements.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ by:

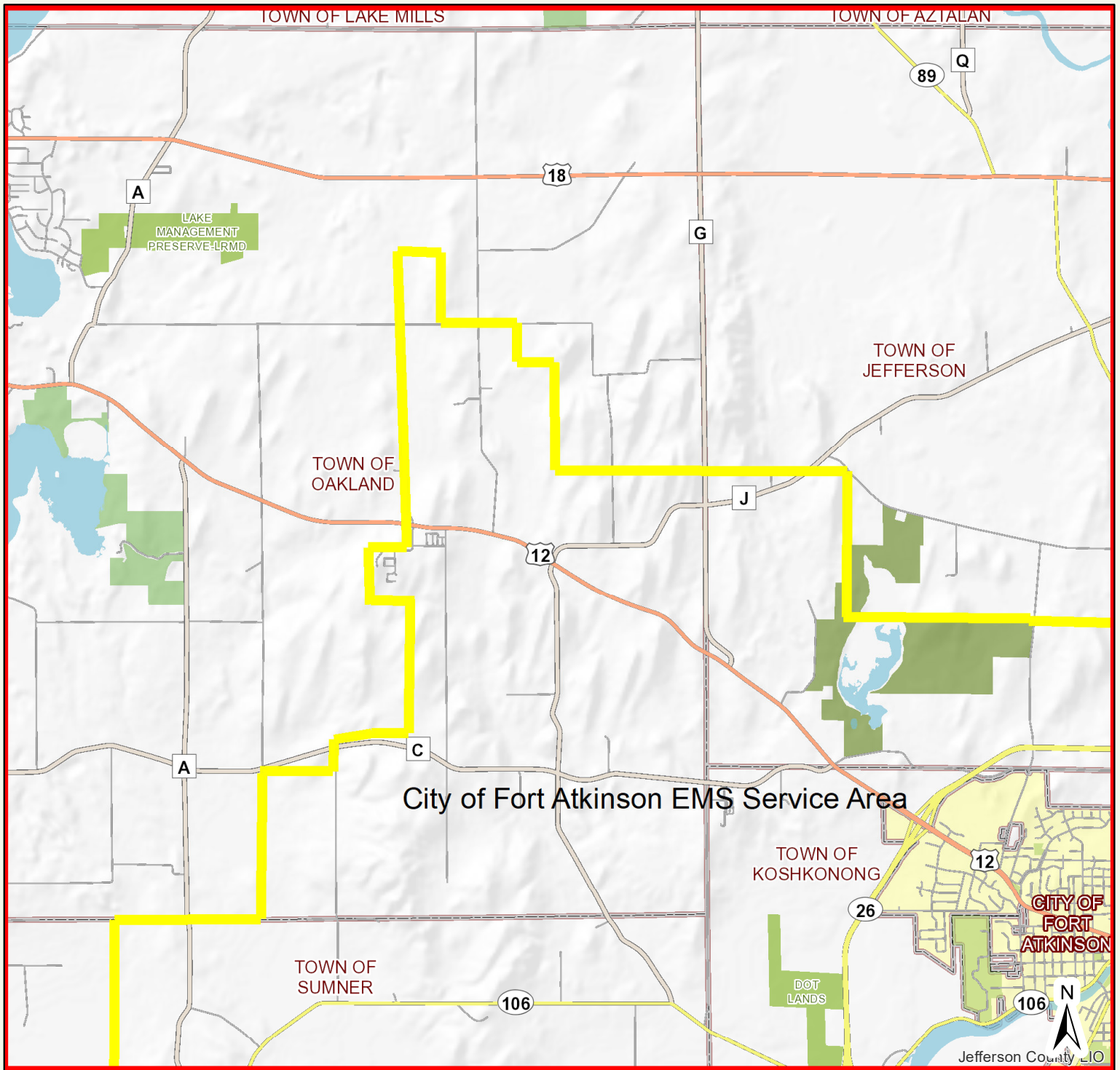
CITY OF FORT ATKINSON  
101 North Main Street  
Fort Atkinson, WI 53538

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

TOWN OF OAKLAND  
N4450 County Road A  
Cambridge, WI 53523

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

# Town of Oakland - COFA EMS Service Area



Jefferson County Geographic Information System

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.

4,800 2,400 0 4,800 Feet  
1 inch = 5,000 feet

Printed on: October 10, 2022

Author: RHL

## EXHIBIT B

### TOWN OF OAKLAND

Sections 23, 24, 25, 26, 34, 35, 36 of T.6N. and R.13E.

Also these additional addresses:

Section 11: W8018 Perry Road

Section 14: N3726 Ehrke Road  
N3731 Ehrke Road  
N3738 Ehrke Road  
N3776 Ehrke Road  
N3875 Ehrke Road  
N3933 Ehrke Road  
N3983 Ehrke Road  
N4001 Ehrke Road  
N4021 Ehrke Road  
N4035 Ehrke Road  
W7874 Lea Lane  
W7885 Lea Lane  
W7889 Scheppert Road  
W7949 Oakwood Lane  
W7954 Oakwood Lane  
W7963 Oakwood Lane  
W7965 Oakwood Lane  
W7969 Oakwood Lane  
W7974 Oakwood Lane  
W7975 Oakwood Lane  
W7995 Perry Road

Section 22: N3525 Oakridge Mobile Home Park (Trieloff Road)  
N3531 Trieloff Road (Owner's House at Oakridge)

Section 27: N2908 Kreutz Road  
W8137 C.T.H. C  
W8176 C.T.H. C  
W8180 C.T.H. C  
W8225 C.T.H. C  
W8249 C.T.H. C  
W8284 C.T.H. C

## RURAL AMBULANCE AGREEMENT

This Agreement made December 20, 2022, by and between the City of Fort Atkinson (hereinafter the “City”) and the Town of Sumner (hereinafter the “Town”). Both parties are municipal corporations located in Jefferson County, Wisconsin.

### RECITALS

- A) The City is ending its private ambulance service contract with to provide emergency 911 medical services to the service area, and will be providing its own emergency 911 medical services to the residents of the City as of January 1, 2023, at 12:00 a.m.
- B) The Town is interested in receiving 911 emergency medical services for its citizens under specific terms with the City.
- C) The City and the Town share the goal of providing high-quality full-time 911 emergency medical services to the residents in the service area, and have determined that a partnership between the City and the Town is the most efficient and effective way to provide such service.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) The City shall provide to the Town, according to areas designated in the map exhibits, emergency 911 medical services pursuant to the terms of this Agreement. The term of this Agreement shall be for an initial 3-year term, which shall commence on January 1, 2023 at 12:00 a.m. and terminate no later than December 31, 2025 at 11:59 p.m.
- 2) The area in which services shall be provided pursuant to this Agreement shall be known as the “primary service area” attached hereto, incorporated by reference, and marked Exhibit “A” is a copy of a plat map (marked in yellow) which shows the primary service area of not only the Town, but also other Townships to which the City may also provide similar service. The primary service area is also described on Exhibit “B” attached hereto and incorporated by reference.
- 3) In consideration for the service provided to it, the Town agrees to pay to the City a sum equal to \$7.22 per year (the base amount) for each of the Town’s residents that resides within the primary service area. This fee is based on the population of the area served, using 2022 as the base for annual adjustments. For the calendar year of 2023, the Town shall pay to the City \$7.22 per year (base amount) for each of the Town’s residents within the primary service area plus a sum calculated by multiplying the base amount by the percentage of change in the preceding year’s Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). Annual increases will be limited to a minimum of 2% and a maximum of 6%. The 2023 fee is to be determined in January, 2023, based on the change in Consumer Price Index over the previous 12 months. In determining this number, the parties shall use the same population figures prepared annually by the Department of Administration/State of Wisconsin population estimates, as provided by the Jefferson County Land Information Department by Municipality within the Fort Atkinson EMS District.

---

1. Bureau of Labor Statistics CPI for Urban Wage Earners and Clerical Workers (CPI-W); Series ID CWUR0000SA0; not seasonally adjusted; US City Average; Base period 1982-84=100.

The aforementioned sums shall be paid by the Town to the City on a quarterly basis prior to March 1, June 1, September 1, and December 1 of each year this Agreement is in force. The City will provide invoices at least 30 days prior to these deadlines.

Any sums under this Agreement not paid by the Town on a timely basis shall be referred to the City Council for further action. The City reserves the right to terminate this Agreement if payments are not timely made.

- 4) The parties agree that the number of the Town's residents for 2022 is 482. This number shall be adjusted each year by February 1 as set forth above. The adjusted number shall be used to calculate the fee for the entire year. The Town shall cooperate in this adjustment process.
- 5) The parties further agree that there is no exit clause for the initial Agreement, except for malfeasance or failure to provide service by the City or the failure to pay by the Town.
- 6) Should Jefferson County, Wisconsin at any time adopt a County-wide system for 911 emergency medical service, ambulance service, and/or other related care during the term of this initial Agreement, then the parties agree that this Agreement will be reopened for further negotiation and possible incorporation into a County-wide system.
- 7) The City shall provide annual budgets for the Fire/EMS Department to the Town by December 1<sup>st</sup>, for the following year, starting on December 1, 2022 with the 2023 annual budget.
- 8) The City Council shall adopt a Resolution outlining the Schedule of Fees for EMS services by December 1<sup>st</sup>, of each year for the following year. This Schedule of Fees shall be provided to the Town along with the annual budget document.
- 9) The City and the Town will review and negotiate for a long-term contract prior to December 31, 2025. A longer term contract may provide for Town input on rate structure through an advisory committee.
- 10) The Town Chair and the Town Clerk shall be included on all future Agreements.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ by:

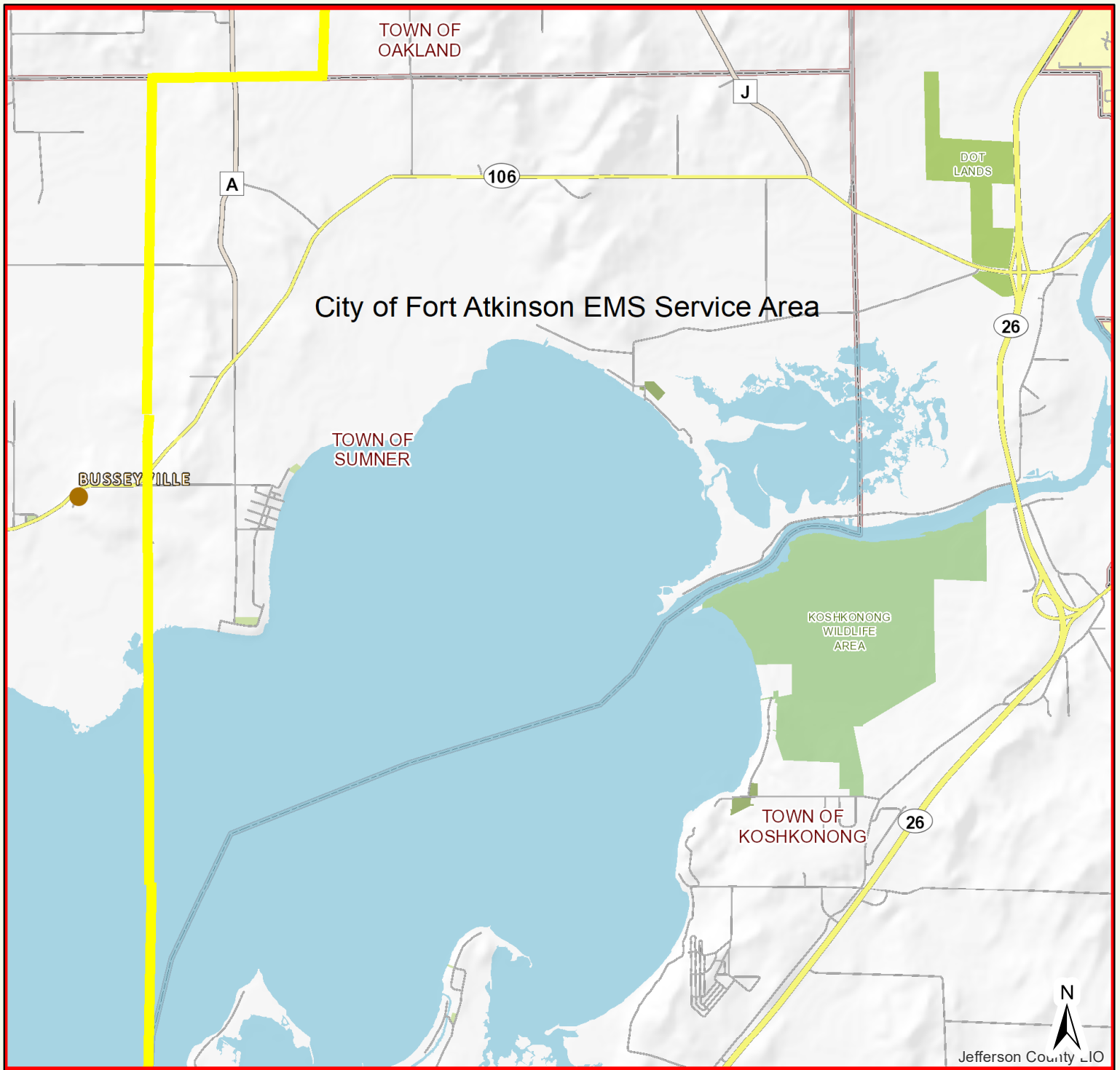
CITY OF FORT ATKINSON  
101 North Main Street  
Fort Atkinson, WI 53538

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

TOWN OF SUMNER  
N1525 Church Street  
Edgerton, WI 53534

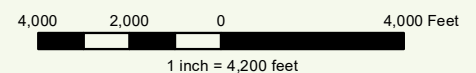
By: \_\_\_\_\_  
Date

# Town of Sumner - COFA EMS Service Area



Jefferson County Geographic Information System

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.



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Author: RHL

EXHIBIT B

TOWN OF SUMNER

The entire Town of Sumner, except Sections 5, 6, 7, 8, 17, 18, 19 and 20 of T.5N. - R.13E.