



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 5, 2023 – 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: – None**
- 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 November 17, 2023 Police and Fire Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)

- b. Review and possible action relating to the **minutes of the November 20, 2023 Police and Fire Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to the **minutes of the November 21, 2023 regular Fort Atkinson City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- d. Review and possible action relating to the **minutes of the November 28, 2023 regular Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- e. Review and possible action relating to the **minutes of the November 29, 2023 Police and Fire Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)

6. Petitions, Requests, and Communications:

- a. Presentation relating to City of Fort Atkinson 2024 proposed borrowing structure, purpose, and timeline (Justin Fisher, Baird)

7. Resolutions and Ordinances:

- a. Review and possible action on a **Resolution Authorizing the Issuance of Not to Exceed \$20,500,000 General Obligation Promissory Notes** and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$20,500,000 Note Anticipation Notes, Series 2024A in Anticipation Thereof (Houseman, City Manager)
- b. Review and possible action on a **Resolution Authorizing the Issuance of Not to Exceed \$3,600,000 General Obligation Promissory Notes** and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$3,600,000 Note Anticipation Notes, Series 2024B in Anticipation Thereof (Houseman, City Manager)
- c. Review and possible action on a **Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$20,500,000 General Obligation Refunding Bonds** (Houseman, City Manager)
- d. Second reading and possible third/final reading of an **Ordinance Annexing the territory addressed N2696 Banker Road** to the City of Fort Atkinson (Selle, City Engineer/Director of Public Works)

8. Reports of Officers, Boards, and Committees:

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

9. Unfinished Business – None

10. New Business:

- a. Review and possible action relating to the **purchase of two MCT60 Brooms** with 2024 Parks CIP funds at a cost not to exceed \$11,142.50 (Franseen, Parks and Recreation Director)
- b. Review and possible action relating to the **purchase of four Scag Turf Tiger Zero-Turn Mowers and a Clam Shell Bagger** with 2024 Parks CIP funds at a cost not to exceed \$40,534 (Franseen, Parks and Recreation Director)
- c. Review and possible action relating to the **purchase of one squad car and associated equipment** (Bump, Police Chief)
- d. Review and possible action relating to the **purchase of a rear load minivan** for the City's Shared Ride Taxi Program (Selle, City Engineer/Director of Public Works)
- e. Review and possible action relating to **Appointment of Election Inspectors** for a two-year cycle (Ebbert, Clerk/Treasurer/Finance Director)

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 1, 2023

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

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

**POLICE AND FIRE COMMISSION MEETING
FRIDAY, NOVEMBER 17, 2023 – 3:00 P.M.
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

Chairperson Jones called the meeting to order at 3:05 pm.

2. ROLL CALL

Present: Cm. Hartwick, Cm. Turk, Cm. Raub, Cm. Schultz and President Jones. Also present: City Manager, City Clerk/Treasurer and Tim

3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE OCTOBER 16, 2023 MEETING OF THE POLICE AND FIRE COMMISSION

Schultz moved, seconded by Turk to approve the minutes of the October 16, 2023 meeting of the Police and Fire Commission. Motion carried.

4. THE POLICE AND FIRE COMMISSION MAY CONSIDER A MOTION TO CONVENE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(C) TO CONSIDER EMPLOYMENT, PROMOTION, COMPENSATION, OR PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY [REVIEW OF APPLICANTS FOR THE FIRE/EMS CHIEF POSITION]

Schultz moved, seconded by Hartwick to go into Closed Session pursuant to State Statute §19.85(1)(C) to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility (review of applicants for the Fire/EMS Chief position. Motion carried unanimously on a voice vote.

5. THE POLICE AND FIRE COMMISSION MAY RETURN TO OPEN SESSION AND MAY TAKE ACTION ON THE MATTER CONSIDERED IN CLOSED SESSION

Hartwick moved, seconded by Turk to reconvene into open session. and carried unanimously on a voice vote.

Hartwick moved, seconded by Turk to authorize Manager Houseman to negotiate with candidate. Motion carried unanimously.

6. ADJOURNMENT

Hartwick moved, seconded by Schultz to adjourn. Meeting adjourned at 4:36 pm.

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



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

**POLICE AND FIRE COMMISSION MEETING
MONDAY, NOVEMBER 20, 2023 – 3:30 P.M.
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

Chairperson Jones called the meeting to order at 3:30 pm.

2. ROLL CALL

Present: Commissioners Hartwick, Turk, Raub, Schultz and Chairperson Jones. Also present: City Manager, City Clerk/Treasurer and Chief of Police.

3. REVIEW AND POSSIBLE ACTION IN RELATION TO HIRING OF TOP CANDIDATE(S) FROM THE HIRING PROCESS FOR THE POLICE DEPARTMENT (BUMP)

Chief Bump updated the Commission on two interviews held on this date. With this candidate, he will be attending the Academy in January 2024.

Hartwick moved, seconded by Schultz to approve the hiring of the top candidate from the hiring process for the Police Department contingent upon successful completion of the Physical Assessment, Drug Test, Psychological Assessment, Physical Agility Test and Background Investigation. Motion carried unanimously.

4. REVIEW AND POSSIBLE ACTION ON CERTIFYING AN ELIGIBILITY LIST FOR FUTURE VACANCIES WITHIN THE DEPARTMENT, IF APPLICABLE (BUMP)

No action will be taken.

5. THE POLICE AND FIRE COMMISSION MAY CONSIDER A MOTION TO CONVENE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(C) TO CONSIDER EMPLOYMENT, PROMOTION, COMPENSATION, OR PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY [REVIEW OF APPLICANTS FOR THE FIRE/EMS CHIEF POSITION]

Hartwick moved, seconded by Turk to convene into closed session pursuant to State Stat. §19.85(1)(c) to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility review of applicants for the Fire/EMS chief position. Motion carried unanimously.

6. THE POLICE AND FIRE COMMISSION MAY RETURN TO OPEN SESSION AND MAY TAKE ACTION ON THE MATTER CONSIDERED IN CLOSED SESSION

Hartwick moved, seconded by Raub to reconvene into open session. Motion carried unanimously.

No action was taken.

7. **ADJOURNMENT**

Turk moved, seconded by Raub to adjourn. Meeting adjourned at 3:42 pm.

Respectfully submitted,

Michelle Ebbert

City Clerk/Treasurer/Finance Director



City of Fort Atkinson
City Clerk/Treasurer's Office
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Fort Atkinson, WI 53538

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, NOVEMBER 21, 2023 – 7:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

President Pro-Tem Schultz called the meeting to order at 7:00 pm.

2. ROLL CALL

Present: Cm. Becker, Cm. Jaeckel, Cm. Lescohier and President Pro-Tem Cm. Schultz. Also present: City Manager, City Clerk/Treasurer, City Attorney, City Engineer, Park & Recreation Director, Water Supervisor and Wastewater Supervisor.

Excused absence: President Johnson.

3. PUBLIC HEARINGS – NONE

4. PUBLIC COMMENT:

Mary Kay Weston, 1003 Madison Avenue – stated she was a 2023 local government academy participant. Spoke on allowing public comment at Plan Commission meetings, specifically the meeting held on November 14th; and encourages public participation.

Tony Gulig, 106 S. 6th Street – spoke on proposed CSM and site plan for Dollar Tree that was reviewed by Plan Commission at their November 14th meeting.

Pete Weston, 1003 Madison Avenue – spoke on the proposed Dollar Tree site plan reviewed by the Plan Commission at their November 14th meeting. He would like the aesthetics of the proposed building be reviewed.

Dean Trost, 1315 Montclair Place – thanked the Council for passing the Ordinance allowing ATV/UTV in the City. He inquired on ATV/UTV usage in reference to the Holiday Parade.

5. CONSENT AGENDA:

- a) Review and possible action relating to the minutes of the November 7, 2023 regular City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- b) Review and possible action relating to the minutes of the November 13, 2023 Transportation and Traffic Review Committee meeting (Selle, City Engineer/Director of Public Works)*
- c) Review and possible action relating to the minutes of the November 14, 2023 regular Plan Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*

- d) Review and possible action relating to the minutes of the November 14, 2023 License Committee meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- e) Review and possible action relating to building, plumbing, and electrical permit report for October 2023 (Draeger, Building Inspector/Zoning Administrator)*
- f) Review and possible action relating to the City Clerk-issued License and Permit Report for October 2023 (Ebbert, Clerk/Treasurer/Finance Director)*
- g) City Sewer, Water, and Stormwater Utility Financial Statements as of October 31, 2023 (Ebbert, Clerk/Treasurer/Finance Director)*
- h) Review and possible action relating to Alcohol Beverage License Agent Change for Handyspot 105, LLC, 303 S. Main Street (Ebbert, Clerk/Treasurer/Finance Director)*
- i) Review and possible action relating to Special Event: Badger Bank Horse Drawn Wagon Rides and Santa visit, December 2, 10 a.m.-1 p.m., located at Badger Bank, 220 Grant Street and surrounding blocks (Ebbert, Clerk/Treasurer/Finance Director)*

Cm. Becker moved, seconded by Cm. Jaeckel to approve the Consent Agenda as presented, items 5.a. through 5.i. Motion carried unanimously.

6. PETITIONS, REQUESTS, AND COMMUNICATIONS:

- a) Presentation from Trilogy Consulting, LLC. relating to the City's Stormwater Utility, Water Utility, and Wastewater Utility (Selle, City Engineer/Director of Public Works)*

Engineer Selle and Trilogy Consulting reviewed the analyses of the three utilities with plans to increase rates to accommodate growth, infrastructure enhancements and debt management. Selle provided the summary for each utility:

STORMWATER UTILITY

- A lack of rate increases over the last 3 years will end in 2024 with an increase of \$13.13 / ERU for a total of \$65.63 annually (25%).
- ERU = Equivalent Residential Unit = 3,096 Square feet of impervious surface on a parcel.
- Residential bills include a single ERU, Non-residential properties have their impervious surface (ERUs) measured specifically for their site.
- The Utility is projected to require several rate increases in coming years to meet major project needs including TMDL projects, borrowing costs for the Public Works and Parks Facility, and maintenance and replacement of existing stormwater infrastructure.
- This projected increase, at present, still places our Utility rates below those of our peer communities in the Rock River Basin.

WATER UTILITY

- Our analysis in support of the successful rate case in 2020-2021 has held true except that the cost of hydrants, services, and road surface replacement have been increasing faster than anticipated.
- All of these increased costs can be managed by utilizing the Simple Rate Case procedure allowed through the PSC annually to increase utility revenues slightly without a detailed case study.
- Staff will learn in spring 2024 whether the financial results of 2023 allow the Utility to qualify for this Simple Rate Case increase, the allowed amount (percentage) will also be

noted at that time by PSC. If the Utility is eligible, staff will bring the request for the simplified rate case to the City Council for action.

WASTEWATER UTILITY

- The analysis from 2020 in support of the \$13M dollar plant improvements was re-examined. That analysis recommended, and Council implemented, a 3 year schedule of rate increases that ended in 2023.
- Results of the analysis indicated a very slight decrease in revenues that was unexpected, but overall the Utility remains on solid financial footing.
- The recommendation for a 3% increase in rates moving into 2024 is included.

7. RESOLUTIONS AND ORDINANCES:

a) *Review and possible action relating to a Resolution Adopting the 2024 Stormwater Utility Rate (Selle, City Engineer/Director of Public Works)*

Cm. Becker moved, seconded by Cm. Lescohier to approve the Resolution Adopting the 2024 Stormwater Utility Rate. Motion carried unanimously.

b) *Review and possible action relating to a Resolution Adopting the 2024 Wastewater Utility Rates (Selle, City Engineer/Director of Public Works)*

Cm. Lescohier moved, seconded by Cm. Jaeckel to approve the Resolution Adopting the 2024 Wastewater Utility Rates. Motion carried unanimously.

c) *Review and possible action relating to a Resolution Adopting the 2024 Annual Budget and Setting the Property Tax Levy for the City of Fort Atkinson, Jefferson County, Wisconsin (Houseman, City Manager)*

Manager Houseman provided a 2024 budget presentation including any changes from the draft presented on November 7, 2023 City Council public hearing.

Cm. Jaeckel moved, seconded by Cm. Lescohier to approve the Resolution Adopting the 2024 Annual Budget and Setting the Property Tax Levy for the City of Fort Atkinson. Motion carried unanimously.

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

Cm. Lescohier moved, seconded by Cm. Jaeckel to approve the Resolution Confirming the Total Levy for Taxing Jurisdictions in the City of Fort Atkinson and Determining the Mill Rate. Motion carried unanimously.

e) *Review and possible action relating to a Resolution establishing the 2024 Schedule of Fees for the City of Fort Atkinson, Jefferson County (Houseman, City Manager)*

Cm. Becker moved, seconded by Cm. Jaeckel to approve the Resolution establishing the 2024 Schedule of Fees for the City of Fort Atkinson. Motion carried unanimously.

f) First reading of an Ordinance Annexing the territory addressed N2696 Banker Road to the City of Fort Atkinson (Selle, City Engineer/Director of Public Works)

Engineer Selle reviewed the submission from the applicant and property owners; Josh and Somer Majewski as they have requested the annexation of the property located at N2696 Banker Road from the Town of Koshkonong to the City of Fort Atkinson. City utilities will be installed to the parcel. A deferred assessment is on the parcel in the amount of \$22,748.88. Repayment is governed by the attached annexation agreement. The property owners have requested that the property be in the City's SR-2, single-family residential zoning district.

Cm. Lescohier moved, seconded by Cm. Becker to direct the City Manager to prepare this Ordinance for a second reading at the December 5, 2023 City Council meeting. Motion carried unanimously.

8. REPORTS OF OFFICERS, BOARDS, AND COMMITTEES:

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

No action taken.

9. UNFINISHED BUSINESS – NONE

10. NEW BUSINESS:

a) Review and possible action to authorize the City Manager to execute the 2024 Joint Powers Agreement with Jefferson County for the County 911 Emergency System (Houseman, City Manager)

Manager Houseman reviewed the annual agreement with Jefferson County that states 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.

Cm. Becker moved, seconded by Cm. Jaeckel to authorize the City Manager to execute the 2024 Joint Powers Agreement with Jefferson County for the County 911 Emergency System. Motion carried unanimously.

b) Review and possible action relating to Original Alcohol Beverage License Application for Wiereal, LLC dba Fat Boyz, for use at 219 S. Main Street for the licensing period of November 30, 2023 through June 30, 2024 (Ebbert, Clerk/Treasurer/Finance Director)

Clerk Ebbert presented the application submitted by Wiereal, LLC for use at 219 S. Main Street. Fat Boyz Inc, John Dawson is selling the business with closing scheduled for November 30, 2023. Wiereal, LLC will operate as Fat Boyz. Successful backgrounds check were performed and the Wisconsin Seller's Permit number was provided.

Cm. Jaeckel moved, seconded by Cm. Lescohier to approve the Original Alcohol Beverage license application for the licensing period of November 30, 2023, to June 30, 2024, for Wiereal,

LLC, dba Fat Boyz, for use at 219 S. Main Street, contingent upon all monies owned to the City are paid prior to license issuance by the City Clerk. Motion carried unanimously.

c) Review and possible action to authorize the City Manager to enter into a five-year contract with Running, Inc. for Shared-Ride Taxi Service from 2024-2028 (Selle, City Engineer/Director of Public Works)

Engineer Selle discussed the current shared-ride taxi service contract with Running, Inc was through 2023. Staff put out an RFP requesting 8,000 hours of service with one response from Running Inc. Running provided a proposal at the current rate for 2023.

Cm. Lescohier moved, seconded by Cm. Jaeckel to authorize the City Manager to enter into a five-year contract with Running, Inc for shared-ride taxi service from 2024-2028. Motion carried unanimously.

d) Review and possible action relating to a Certified Survey Map for the Dollar Tree project to be located at 1111 Madison Avenue (Draeger, Building Inspector/Zoning Administrator)

Engineer Selle reviewed the CSM recommended by the Plan Commission. The proposed development includes the creation of one new 1.15-acre parcel on the east side of the existing 3.1-acre parcel to accommodate a proposed new 9,827 square foot, standalone commercial building for Dollar Tree. The development is proposed to utilize existing vacant property on the site to accommodate the new development but continue to maintain the existing driveway and parking area near Madison Avenue and cross access to adjacent properties to the east. At the meeting on November 14, 2023, the Plan Commission reviewed this matter and recommended that the City Council approve the preliminary Certified Survey Map contingent on the inclusion of the following:

- Require the applicant to provide and record cross access easements from Lot 1 to Lot 2 and show such on the CSM
- Require the applicant to show the existing access easement to the parcel to the east on the CSM

Cm. Becker moved, seconded by Cm. Jaeckel to approve the two-lot Certified Survey Map for the property located at 1111 Madison Avenue, subject to the inclusion of the cross access and parking easements between lots 1 and 2 and the existing access easement on lot 2 that provides access to the parcel to the east. Motion carried unanimously.

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. Lescohier to approve the list of Verified Claims presented by the Director of Finance and authorize payment. Motion carried unanimously.

13. ADJOURNMENT

Cm. Jackel moved, seconded to Cm. Becker adjourn. Meeting adjourned at 8:25 pm.

Respectfully submitted,

Michelle Ebbert

City Clerk/Treasurer/Finance Director



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

**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, NOVEMBER 28, 2023 – 4:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Present: Commissioners Gray, Highfield, Kessenich, Shull, Council Rep Schultz, Chairperson Manager Houseman and Engineer Selle. Also present: City Attorney, Building Inspector and Clerk/Treasurer.

3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE NOVEMBER 14, 2023 REGULAR PLAN COMMISSION MEETING

Gray moved, seconded by Kessenich to approve the minutes of the November 14, 2023 regular Plan Commission meeting. Motion carried unanimously.

4. REVIEW AND POSSIBLE ACTION ON A SITE PLAN REVIEW FOR SIGNAGE FOR PAPA MURPHY'S LOCATED AT 1507 MADISON AVE. (SPR-2023-20) (DRAEGER)

Inspector Draeger reviewed the submission from Papa Murphy's who is proposing a new sign located on the Northern facade of the building, facing Madison Avenue. This new sign will replace the existing Papa Murphy's sign currently on the building. The proposed wall sign is planned to replace the existing sign and in approximately the same position on the building. The future sign will be on the upper portion of the building, contains the business logo and is also approximately 29 square feet. The new sign uses an arrangement of illuminated letters to make up the business name.

Gray moved, seconded by Highfield to approve the Site Plan Review for signage for Papa Murphy's located at 1507 Madison Avenue. Motion carried unanimously.

5. REVIEW AND POSSIBLE ACTION ON A SITE PLAN REVIEW FOR FORT HEALTHCARE FAÇADE UPGRADES LOCATED AT 611 SHERMAN AVE. (SPR-2023-19) (DRAEGER)

Inspector Draeger presented the request from Fort Healthcare as they own the existing hospital campus site that has recently been reviewed and approved for several changes including reconfigured parking areas on the north and south sides of the site. As part of the ongoing consolidation of services onto the hospital campus, interior building renovations are now planned and are proposed to accompany several façade changes at the south end of the existing building on the campus. Two other proposed changes include a small addition to the

main building to provide staircases (western façade) and a small electrical service enclosure on the east side of the site. The proposed façade changes, addition, new electrical service enclosure, and connecting sidewalk will increase the site's impervious area by approximately 780 square feet. Within the new Zoning Ordinance, only new additions, improvements, and developments are subject to the requirements of the ordinance. This memo reviews only those proposed new features and changes within the renovation areas as depicted on the Site Plan

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

The application currently meets the design standards, but staff has provided other potential exterior design components for consideration by the Plan Commission:

- Additional charcoal gray metal panels on the second and third levels over the eastern façade entrance (Ambulatory Services) to match the approach taken on the front (southern) façade.
- Additional charcoal gray metal panels on the second and third levels on the western façade in the middle third of the building to match the approach taken on the front (southern) façade and proposed on the eastern façade as noted above.
- Any other recommendations of City staff and the Plan Commission

Chairperson Manager Houseman moved, seconded by Schultz to approve the Site Plan Review for Fort Healthcare façade upgrades located at 611 Sherman Avenue subject to the conditions outlined in the Staff report: additional charcoal gray metal panels on the second and third levels over the eastern façade entrance (Ambulatory Services) to match the approach taken on the front (southern) façade, additional charcoal gray metal panels on the second and third levels on the western façade in the middle third of the building to match the approach taken on the front (southern) façade and proposed on the eastern façade as noted above. Motion carried unanimously.

6. ADJOURNMENT

Kessenich moved, seconded by Schultz to adjourn. Meeting adjourned at 4:11 pm.

Respectfully submitted,

Michelle Ebbert

City Clerk/Treasurer/Finance Director



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

**POLICE AND FIRE COMMISSION MEETING
WEDNESDAY, NOVEMBER 29, 2023 – 1:00 P.M.
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

Chairperson Jones called the meeting to order at 1:00 pm.

2. ROLL CALL

Present: Commissioners Hartwick, Turk, Raub, Schultz and Chairperson Jones. Also present: City Manager, City Clerk/Treasurer and Tim Sashko.

3. THE POLICE AND FIRE COMMISSION MAY CONSIDER A MOTION TO CONVENE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(C) TO CONSIDER EMPLOYMENT, PROMOTION, COMPENSATION, OR PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY [REVIEW OF APPLICANTS FOR THE FIRE/EMS CHIEF POSITION]

Hartwick moved, seconded by Schultz to convene into Closed Session pursuant to State Stat. §19.85(1)(c) to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility review of applicants for the Fire/EMS Chief position. Motion carried unanimously on a voice vote.

4. THE POLICE AND FIRE COMMISSION MAY RETURN TO OPEN SESSION AND MAY TAKE ACTION ON THE MATTER CONSIDERED IN CLOSED SESSION

Hartwick moved, seconded by Schultz to reconvene into open session. Motion carried unanimously on a voice vote.

Raub departed the meeting at 1:57 pm.

5. ADJOURNMENT

Schultz moved, seconded by Turk to adjourn. Meeting adjourned at 1:59 pm.

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



MEMORANDUM

DATE: December 5, 2023

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: Review and possible action relating to Resolutions Establishing Parameters for Sale of Note Anticipation Notes and General Obligation Refunding Bonds

BACKGROUND

At the April 6, 2023 City Council meeting, the Council approved the attached resolution declaring official intent to reimburse expenditures relating to the Public Works and Parks Operations facility and other projects from proceeds of borrowing. Section 2 indicates that the City intends to borrow up to \$26,000,000 for projects in 2024 and 2025.

Throughout the 2024 capital improvements budgeting process and 2025-2029 capital improvements project plan, the City Council and staff identified the attached list of projects to be funded through proceeds of borrowing.

DISCUSSION

The attached resolutions, prepared by the City's Bond Counsel, establish the parameters around the sale of the Note Anticipation Notes and General Obligation Refunding Bonds to fund the projects and purchases in 2024 and 2025.

FINANCIAL ANALYSIS

The City's Finance Advisor will present information relating to the structure of the proposed borrowing as well as the purpose and timeline; the financing plan; and the City's borrowing capacity at the meeting on December 5th.

The presentation from the October 17th City Council meeting relating to the Public Works and Parks Operations Facility included the following charts, which estimate the impact on the tax levy for the proposed Note Anticipation Notes and Refunding Bonds.

Table 1: Estimated City Mill Rate 2023-2030					
Levy Year	Year Due	Possible Debt Service Payment*	Est. City Mill Rate per \$1,000 of assessed value without debt service**	Est. City Mill Rate for Debt per \$1,000 of assessed value	Est. Total City Mill Rate per \$1,000 of assessed value
2023	2024	\$ 1,397,789.00	\$ 6.07	\$ 1.10	\$ 7.17
2024	2025	\$ 1,777,519.00	\$ 6.11	\$ 1.37	\$ 7.48
2025	2026	\$ 2,363,806.00	\$ 6.16	\$ 1.78	\$ 7.94
2026	2027	\$ 2,469,459.00	\$ 6.20	\$ 1.83	\$ 8.03
2027	2028	\$ 2,584,194.00	\$ 6.25	\$ 1.87	\$ 8.12
2028	2029	\$ 2,678,543.00	\$ 6.30	\$ 1.90	\$ 8.20
2029	2030	\$ 2,680,945.00	\$ 6.34	\$ 1.87	\$ 8.21
2030	2031	\$ 2,677,135.00	\$ 6.39	\$ 1.83	\$ 8.22
*Assumes roughly \$20M in GO borrowing in 2024 plus \$2M every other year, starting in 2026					
**Estimated mill rate (City only), including GF expenditures and TIDs					

Table 1 shows the estimated City portion of the mill rate from 2023 through 2030 with and without the proposed additional debt service. As can be seen in the far right column, the estimated mill rate will increase through 2027 and then stabilize. The following tables and charts show the estimated impact on properties with assessed values of \$200,000, \$325,000, and \$450,000.

Table 2: Estimated Property Taxes for Assessed Value of \$200,000 (2023)		
	Est. City Portion of Property Taxes	Percentage Increase
2023	\$ 1,434.71	6.82%
2024	\$ 1,499.38	4.51%
2025	\$ 1,595.95	6.44%
2026	\$ 1,618.40	1.41%
2027	\$ 1,642.29	1.48%
2028	\$ 1,663.06	1.26%
2029	\$ 1,669.68	0.40%
2030	\$ 1,675.37	0.34%

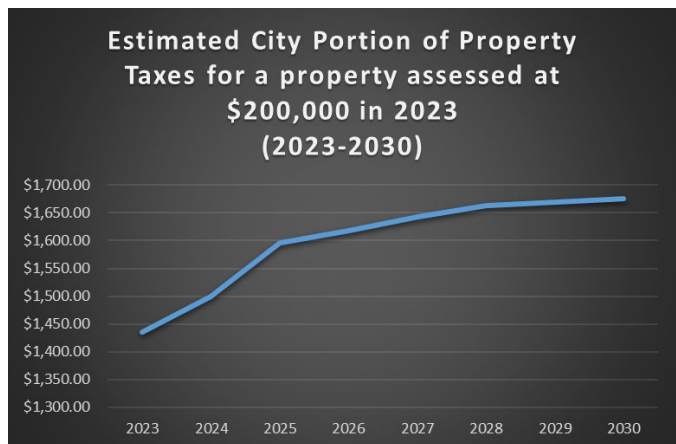


Table 3: Estimated Property Taxes for Assessed Value of \$325,000 (2023)		
	Est. City Portion of Property Taxes	Percentage Increase
2023	\$ 2,331.40	6.91%
2024	\$ 2,436.49	4.51%
2025	\$ 2,593.41	6.44%
2026	\$ 2,629.90	1.41%
2027	\$ 2,668.71	1.48%
2028	\$ 2,702.47	1.26%
2029	\$ 2,713.23	0.40%
2030	\$ 2,722.48	0.34%

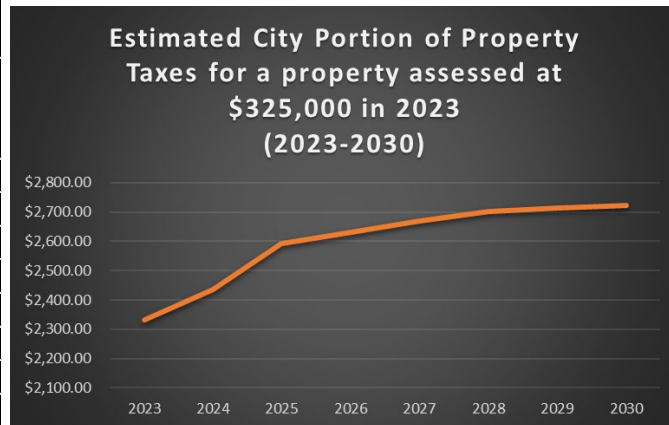
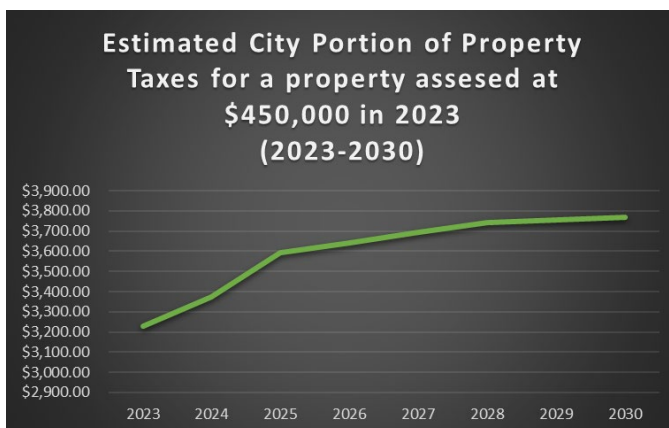


Table 4: Estimated Property Taxes for Assessed Value of \$450,000 (2023)		
	Est. City Portion of Property Taxes	Percentage Increase
2023	\$ 3,228.09	6.95%
2024	\$ 3,373.60	4.51%
2025	\$ 3,590.88	6.44%
2026	\$ 3,641.40	1.41%
2027	\$ 3,695.14	1.48%
2028	\$ 3,741.88	1.26%
2029	\$ 3,756.78	0.40%
2030	\$ 3,769.59	0.34%



RECOMMENDATION

Staff recommends the City Council adopt the following resolutions:

1. Resolution authorizing the issuance of not to exceed \$20,500,000 general obligation promissory notes and authorizing the issuance and establishing parameters for the sale of not to exceed \$20,500,000 note anticipation notes, series 2024A in anticipation thereof
2. Resolution authorizing the issuance of not to exceed \$3,600,000 general obligation promissory notes and authorizing the issuance and establishing parameters for the sale of not to exceed \$3,600,000 note anticipation notes, series 2024B in anticipation thereof
3. Resolution authorizing the issuance and establishing parameters for the sale of not to exceed \$20,500,000 general obligation refunding bonds

ATTACHMENTS

Resolution No. 1398 Declaring Official Intent to Reimburse from Proceeds of Borrowing; 2024-2025 Proposed Borrowing Projects and Purchases; Resolution for Series 2024A; Resolution for Series 2024B; Resolution for GORBs

RESOLUTION NO. 1398

**RESOLUTION DECLARING OFFICIAL INTENT
TO REIMBURSE EXPENDITURES RELATING TO THE
PUBLIC WORKS OPERATIONS FACILITY AND OTHER ROAD CONSTRUCTION PROJECTS
FROM PROCEEDS OF BORROWING**

WHEREAS, the City of Fort Atkinson, Jefferson County, Wisconsin (the "Issuer") plans to undertake a Public Works Operations facility construction project (the "PW Project");

WHEREAS, the Issuer also plans to construct several roads in 2023 or 2024 to support development within TID #9 ("Road Projects"); and

WHEREAS, the Issuer expects to finance the PW Project and the Road Projects (collectively, the "Projects") on a long-term basis by issuing tax-exempt bonds or other tax-exempt obligations (collectively, the "Bonds");

WHEREAS, because the Bonds will not be issued prior to commencement of the Projects, the Issuer must provide interim financing to cover costs of the Projects incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, the City Council (the "Governing Body") of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer that:

Section 1. Expenditure of Funds. The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Projects until proceeds of the Bonds become available. Such expenditures include, but are not limited to, the approved purchase of land for the PW Project; the approved proposal for the building design and construction documents for the PW Project; and the public roads and infrastructure within Tax Increment District #9 to support certain development projects.

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$26,000,000.


Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the Issuer's Clerk within 30 days after its approval

in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Approved and adopted this 6th day of April, 2023.



Christopher Scherer, City Council President

ATTEST:
(SEAL)



Michelle Ebbert, City Clerk/Treasurer/Finance Director

City of Fort Atkinson Proposed 2024 Borrowing (2024-2025)								
Project/Purchase	Year Funds Needed	Term	Levy/General Fund	TID #9	Water	Wastewater	Storm	Total
Police Department Squad Cars (3)	2024 & 2025	10	\$ 196,500.00	\$ -	\$ -	\$ -	\$ -	\$ 196,500.00
Municipal Building - Reconfiguration of CM & P/R Director Office; Building Repairs & LED Lights	2025	20	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00
Fire Department Portable Radio Replacement	2024	10	\$ 183,200.00	\$ -	\$ -	\$ -	\$ -	\$ 183,200.00
Fire Department Mobile Radio Replacement	2024	10	\$ 120,000.00	\$ -	\$ -	\$ -	\$ -	\$ 120,000.00
Public Works Pavement Patch Trailer (hot box)	2024	10	\$ 49,000.00	\$ -	\$ -	\$ -	\$ -	\$ 49,000.00
Public Works 3/4 Ton Pickup Truck	2025	10	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00
Public Works Pavement Crack Router & Concrete Saw	2025	10	\$ 36,000.00	\$ -	\$ -	\$ -	\$ -	\$ 36,000.00
Public Works and Parks Operations facility Construction	2024	20	\$ 12,705,000.00	\$ -	\$ 495,000.00	\$ 1,650,000.00	\$ 1,650,000.00	\$ 16,500,000.00
Public Works and Parks Operations facility - land purchase	2023 (reimburse GF)	20	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Public Works and Parks Operations facility - design and construction specifications	2023 (reimburse GF)	10	\$ 375,000.00	\$ -	\$ -	\$ -	\$ -	\$ 375,000.00
Parks & Recreation - Pool Heater Replacement	2024	10	\$ 39,000.00	\$ -	\$ -	\$ -	\$ -	\$ 39,000.00
Parks & Recreation - Aquatic Center Mechanical Repairs and Shower Replacements	2025	10	\$ 32,000.00	\$ -		\$ -	\$ -	\$ 32,000.00
Parks & Recreation - Ford F150 Pick-up Truck	2025	10	\$ 43,500.00	\$ -	\$ -	\$ -	\$ -	\$ 43,500.00
Banker Road Infrastructure	2024	20	\$ -	\$ 3,200,000.00	\$ -	\$ -	\$ -	\$ 3,200,000.00
Fund 5 Road Projects (various)	2024 & 2025	20	\$ 800,000.00	\$ -	\$ -	\$ -	\$ -	\$ 800,000.00
Wastewater - Solar Energy Project	2024	20	\$ -	\$ -	\$ -	\$ 1,500,000.00	\$ -	\$ 1,500,000.00
			\$ 15,159,200.00	\$ 3,200,000.00	\$ 495,000.00	\$ 3,150,000.00	\$ 1,650,000.00	\$ 23,654,200.00

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO
EXCEED \$20,500,000 GENERAL OBLIGATION PROMISSORY
NOTES AND AUTHORIZING THE ISSUANCE AND ESTABLISHING
PARAMETERS FOR THE SALE OF NOT TO EXCEED
\$20,500,000 NOTE ANTICIPATION NOTES, SERIES 2024A
IN ANTICIPATION THEREOF

WHEREAS, the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin (the "City") hereby finds and determines that it is necessary, desirable and in the best interest of the City to raise funds for public purposes, including paying the cost of projects included in the City's 2024-2025 capital improvement plan (collectively, the "Project");

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

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes (the "Notes"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project;

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

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

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

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

Section 1. Authorization and Issuance of Securities. The City hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire the Notes.

Section 2. Authorization and Sale of the Notes; Parameters. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of not to exceed TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS (\$20,500,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 17 of this Resolution, the City Manager and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of not to exceed TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS (\$20,500,000). The purchase price to be paid to the City for the Notes shall not be less than 99.25% of the principal amount of the Notes and the difference between the initial public offering price of the Notes provided by the Purchaser and the purchase price to be paid to the City by the Purchaser shall not exceed 0.75% of the principal amount of the Notes, with an amount not to exceed 0.10% of the principal amount of the Notes representing the Purchaser's compensation.

Section 3. Terms of the Notes. The Notes shall be designated "Note Anticipation Notes, Series 2024A"; shall be issued in the aggregate principal amount of up to \$20,500,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature on December 1, 2024 or on such other date listed in the Approving Certificate and in the principal amount set forth below, and that the aggregate principal amount of the Notes shall not exceed \$20,500,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$20,500,000.

<u>Date</u>	<u>Principal Amount</u>
December 1, 2024	\$20,500,000

Interest shall be payable at maturity. The true interest cost on the Notes shall not exceed 5.75%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth in the Approving Certificate.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy or revenue limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Notes, Series 2024A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the City Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments

shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

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

Section 8. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the City Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or promissory notes or certificates of indebtedness and the principal amount authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

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

Section 12. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 13. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk/Treasurer/Finance Director (the "Fiscal Agent").

Section 14. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in

whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

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

Section 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 17. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturity, redemption provisions, interest rate, purchase price and other terms for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

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

Section 18. Official Statement. The City Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any

addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The City covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

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

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

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

Adopted, approved and recorded December 5, 2023.

Rebecca Houseman
City Manager

ATTEST:

Michelle A. Ebbert
City Clerk

(SEAL)

EXHIBIT A

Approving Certificate

(See Attached)

APPROVING CERTIFICATE

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

1. Resolution. On December 5, 2023, the City Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$20,500,000 Note Anticipation Notes, Series 2024A of the City (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

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

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

The Notes shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$20,500,000 approved by the Resolution, and shall mature on _____ in the amount and shall bear interest at the rate per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The Debt Service Schedule is attached hereto as Schedule III and incorporated herein by this reference. The amount of principal due on the Notes is set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
_____, _____	\$20,500,000	\$ _____

The true interest cost on the Notes is _____%, which is not in excess of 5.75%, as required by the Resolution.

4. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$ _____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 99.25% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price of the Notes provided by the Purchaser (\$ _____) and the purchase price to be paid to the City by the Purchaser (\$ _____) is \$ _____, or _____% of the principal amount of the Notes, which does not exceed 0.75% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation is \$ _____, or not more than 0.10% of the principal amount of the Notes.

5. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.] [The Notes are subject to redemption prior to maturity, at the option of the City, on December 1, _____ or on any date thereafter. The Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.]

6. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturity, interest rate, purchase price, redemption provisions and other terms for the Notes in satisfaction of the parameters set forth in the Resolution.

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

[_____
Rebecca Houseman
City Manager]

OR

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

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule

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

(See Attached)

COPY

EXHIBIT B

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
JEFFERSON COUNTY
NO. R-____ CITY OF FORT ATKINSON \$_____
NOTE ANTICIPATION NOTE, SERIES 2024A

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

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

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

This Note is one of an issue of Notes aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying the cost of projects included in the City's 2024-2025 capital improvement plan (collectively, the "Project"), as authorized by a resolution adopted on December 5, 2023, as supplemented by an Approving Certificate, dated _____, _____ (collectively, the "Resolution"). The Resolution is recorded in the official minutes of the City Council for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and

sale of the Securities, which proceeds have been declared to constitute a special trust fund to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to the Resolution. **THE NOTES ARE NOT A GENERAL OBLIGATION OF THE CITY AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTES.**

【This Note is not subject to optional redemption.】

【The Notes are subject to redemption prior to maturity, at the option of the City, on _____, _____ or on any date thereafter. The Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.】

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

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as

depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The

Fiscal Agent shall not be obliged to make any transfer of the Notes [(i)] after the Record Date[, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

By: _____
Rebecca Houseman
City Manager

(SEAL)

By: _____
Michelle A. Ebbert
City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED
\$3,600,000 GENERAL OBLIGATION PROMISSORY NOTES AND
AUTHORIZING THE ISSUANCE AND ESTABLISHING
PARAMETERS FOR THE SALE OF NOT TO EXCEED \$3,600,000
NOTE ANTICIPATION NOTES, SERIES 2024B
IN ANTICIPATION THEREOF

WHEREAS, the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin (the "City") hereby finds and determines that it is necessary, desirable and in the best interest of the City to raise funds for public purposes, including paying the cost of projects included in the project plans for the City's Tax Increment District No. 9 (collectively, the "Project");

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

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes (the "Notes"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project;

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

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

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

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

Section 1. Authorization and Issuance of Securities. The City hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire the Notes.

Section 2. Authorization and Sale of the Notes; Parameters. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of not to exceed THREE MILLION SIX HUNDRED THOUSAND DOLLARS (\$3,600,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 17 of this Resolution, the City Manager and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of not to exceed THREE MILLION SIX HUNDRED THOUSAND DOLLARS (\$3,600,000). The purchase price to be paid to the City for the Notes shall not be less than 98.00% of the principal amount of the Notes and the difference between the initial public offering price of the Notes provided by the Purchaser and the purchase price to be paid to the City by the Purchaser shall not exceed 2.00% of the principal amount of the Notes, with an amount not to exceed 0.60% of the principal amount of the Notes representing the Purchaser's compensation.

Section 3. Terms of the Notes. The Notes shall be designated "Note Anticipation Notes, Series 2024B"; shall be issued in the aggregate principal amount of up to \$3,600,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature on the date and in the principal amount set forth below, and that the aggregate principal amount of the Notes shall not exceed \$3,600,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$3,600,000.

<u>Date</u>	<u>Principal Amount</u>
February 1, 2027	\$3,600,000

Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on August 1, 2024, or on such other date approved by an Authorized Officer in the Approving Certificate. The true interest cost on the Notes shall not exceed 5.75%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth in the Approving Certificate.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy or revenue limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Notes, Series 2024B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the City Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and

interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

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

Section 8. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the City Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or promissory notes or certificates of indebtedness and the principal amount authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date

of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

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

Section 12. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 13. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk/Treasurer/Finance Director (the "Fiscal Agent").

Section 14. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

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

Section 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 17. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, redemption provisions, interest rate and purchase price for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

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

Section 18. Official Statement. The City Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and

Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

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

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

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

Adopted, approved and recorded December 5, 2023.

Rebecca Houseman
City Manager

ATTEST:

Michelle A. Ebbert
City Clerk

(SEAL)

EXHIBIT A

Approving Certificate

(See Attached)

APPROVING CERTIFICATE

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

1. Resolution. On December 5, 2023, the City Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$3,600,000 Note Anticipation Notes, Series 2024B of the City (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

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

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

The Notes shall be issued in the aggregate principal amount of \$_____, which is not more than the \$3,600,000 approved by the Resolution, and shall mature on February 1 of the year and in the amount and shall bear interest at the rate per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The Debt Service Schedule is attached hereto as Schedule III and incorporated herein by this reference. The amount of principal due on the Notes is set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
February 1, 2027	\$3,600,000	\$_____

The true interest cost on the Notes is _____%, which is not in excess of 5.75%, as required by the Resolution.

4. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 98.00% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price of the Notes provided by the Purchaser (\$_____) and the purchase price to be paid to the City by the Purchaser (\$_____) is \$_____, or _____% of the principal amount of the Notes, which does not exceed 2.00% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation is \$_____, or not more than 0.60% of the principal amount of the Notes.

5. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.] [The Notes are subject to redemption prior to maturity, at the option of the City, on _____, _____ or on any date thereafter. The Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.]

6. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, interest rate, purchase price and redemption provisions for the Notes in satisfaction of the parameters set forth in the Resolution.

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

[_____
Rebecca Houseman
City Manager]

OR

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

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule

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

(See Attached)

COPY

EXHIBIT B

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
JEFFERSON COUNTY
NO. R-____ CITY OF FORT ATKINSON \$_____
NOTE ANTICIPATION NOTE, SERIES 2024B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
February 1, 2027 _____, _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Fort Atkinson, Jefferson County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on February 1 and

August 1 of each year commencing on [August 1, 2024] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk/Treasurer/Finance Director (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

This Note is one of an issue of Notes aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying the cost of projects included in the project plans for the City's Tax Increment District No. 9 (collectively, the "Project"), as authorized by a resolution adopted on December 5, 2023, as supplemented by an Approving Certificate, dated _____, _____ (collectively, the "Resolution"). The Resolution is recorded in the official minutes of the City Council for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to the Resolution. **THE NOTES ARE NOT A GENERAL OBLIGATION OF THE CITY AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTES.**

[This Note is not subject to optional redemption.]

[The Notes are subject to redemption prior to maturity, at the option of the City, on _____, _____ or on any date thereafter. The Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.]

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

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

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

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

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

CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

By: _____
Rebecca Houseman
City Manager

(SEAL)

By: _____
Michelle A. Ebbert
City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED
\$20,500,000 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the City of Fort Atkinson, Jefferson County, Wisconsin (the "City") has authorized and is issuing its Note Anticipation Notes, Series 2024A, expected to be dated March 1, 2024 (the "NANs") for public purposes, including paying the cost of projects included in the City's 2024-2025 capital improvement plan (collectively, the "Project");

WHEREAS, the City Council deems it to be necessary, desirable and in the best interest of the City to refund the NANs (which are also referred to herein as the "Refunded Obligations") (the refinancing of the Refunded Obligations shall be referred to herein as the "Refunding") for the purpose of providing permanent financing for the Project financed by the NANs;

WHEREAS, cities are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the general obligation refunding bonds (the "Bonds") which will refund the NANs to Robert W. Baird & Co. Incorporated (the "Purchaser");

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

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

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

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying the cost of the Refunding, the City is authorized to borrow pursuant to Section 67.04, Wisconsin Statutes, the aggregate principal sum of not to exceed TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS (\$20,500,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 15 of this Resolution, the City Manager and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Bonds aggregating the principal amount of not to exceed TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS (\$20,500,000) (the "Bonds"). The

purchase price to be paid to the City for the Bonds shall not be less than 97.25% of the principal amount of the Bonds and the difference between the initial public offering price of the Bonds provided by the Purchaser and the purchase price to be paid to the City by the Purchaser shall not exceed 2.75% of the principal amount of the Bonds, with an amount not to exceed 1.25% of the principal amount of the Bonds representing the Purchaser's compensation.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of up to \$20,500,000; shall be dated as of their date of issuance, which shall be on or after February 1, 2024; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$1,000,000 per maturity or mandatory redemption amount; that a maturity or mandatory redemption payment may be eliminated if the amount of such maturity or mandatory redemption payment set forth in the schedule below is less than or equal to \$1,000,000; and that the aggregate principal amount of the Bonds shall not exceed \$20,500,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$20,500,000.

<u>Date</u>	<u>Principal Amount</u>
February 1, 2025	\$ 115,000
February 1, 2026	680,000
February 1, 2027	705,000
February 1, 2028	810,000
February 1, 2029	845,000
February 1, 2030	885,000
February 1, 2031	930,000
February 1, 2032	980,000
February 1, 2033	1,030,000
February 1, 2034	1,080,000
February 1, 2035	970,000
February 1, 2036	1,025,000
February 1, 2037	1,080,000
February 1, 2038	1,135,000
February 1, 2039	1,195,000
February 1, 2040	1,255,000
February 1, 2041	1,340,000
February 1, 2042	1,405,000
February 1, 2043	1,480,000
February 1, 2044	1,555,000

Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2025, or on such other date approved by the Authorized Officer in the Approving Certificate. The true interest cost on the Bonds shall not exceed 5.75%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

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

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in each year during the term of the Bonds in such amounts as are sufficient to meet the principal and interest payments due on the Bonds in the following year, which amounts are to be set forth in the Approving Certificate.

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

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

(D) Appropriation. To the extent necessary (if any), the City hereby appropriates from proceeds of the Bonds or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay interest on the Bonds coming due in 2024, if any, as set forth in an attachment to the Approving Certificate labeled as Schedule III.

Section 6. Segregated Debt Service Fund Account.

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

issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds - 2024" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

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

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

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

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation

services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Mandatory Redemption Agent or Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk/Treasurer/Finance Director (the "Fiscal Agent"). If deemed necessary, the City hereby authorizes the City Manager and City Clerk or other appropriate officers of the City to enter into either a mandatory redemption agreement or fiscal agency agreement with Associated Trust Company, National Association, Green Bay, Wisconsin, which, if applicable, shall be outlined in the Approving Certificate.

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Condition on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Bonds, and the redemption date for the Refunded Obligations, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

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

Section 16. Official Statement. The City Council hereby directs the Authorized Officer to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

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

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on such date approved by the Authorized Officer in the Approving Certificate that is not more than 90 days after the date of issuance of the Bonds at a price of par plus accrued interest to the date of redemption, subject to final approval of the Bonds by the Authorized Officer as evidenced by the execution of the Approving Certificate.

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

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The City Manager and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the City Manager and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded December 5, 2023.

Rebecca Houseman
City Manager

ATTEST:

Michelle A. Ebbert
City Clerk

(SEAL)

EXHIBIT A

Approving Certificate

(See Attached)

APPROVING CERTIFICATE

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

1. Resolution. On December 5, 2023, the City Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$20,500,000 General Obligation Refunding Bonds of the City (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

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

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

The Bonds shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$20,500,000 approved by the Resolution, and shall mature on February 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Bonds is not more than \$1,000,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
February 1, 2025	\$ 115,000	\$ _____
February 1, 2026	680,000	_____
February 1, 2027	705,000	_____
February 1, 2028	810,000	_____
February 1, 2029	845,000	_____
February 1, 2030	885,000	_____
February 1, 2031	930,000	_____
February 1, 2032	980,000	_____
February 1, 2033	1,030,000	_____
February 1, 2034	1,080,000	_____
February 1, 2035	970,000	_____
February 1, 2036	1,025,000	_____
February 1, 2037	1,080,000	_____
February 1, 2038	1,135,000	_____
February 1, 2039	1,195,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
February 1, 2040	\$1,255,000	\$ _____
February 1, 2041	1,340,000	_____
February 1, 2042	1,405,000	_____
February 1, 2043	1,480,000	_____
February 1, 2044	1,555,000	_____

The true interest cost on the Bonds is _____%, which is not in excess of 5.75%, as required by the Resolution.

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

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

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

6. [Payment of the Bonds; Mandatory Redemption Agent. Pursuant to the Resolution, Associated Trust Company, National Association, Green Bay, Wisconsin, is appointed mandatory redemption agent for the Bonds.]

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

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

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

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

Rebecca Houseman
City Manager

Michelle A. Ebbert
City Clerk/Treasurer/Finance Director

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

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

For the Term Bonds Maturing on February 1, 20

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

For the Term Bonds Maturing on February 1, 20

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

For the Term Bonds Maturing on February 1, 20

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

For the Term Bonds Maturing on February 1, 20

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

EXHIBIT B

(Form of Bond)

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

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

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Fort Atkinson, Jefferson County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on February 1 and

August 1 of each year commencing on [February 1, 2025] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Bond is one of an issue of Bonds aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate[, redemption provision] and maturity date, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain outstanding obligations of the City, as authorized by a resolution adopted on December 5, 2023, as supplemented by an Approving Certificate, dated _____, _____ [(the "Approving Certificate")]

(collectively, the "Resolution"). The Resolution is recorded in the official minutes of the City Council for said date.

【This Bond is not subject to optional redemption.】

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

【The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

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

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

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal

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

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

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

CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN

By: _____
Rebecca Houseman
City Manager

(SEAL)

By: _____
Michelle A. Ebbert
City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

EXHIBIT C

NOTICE OF FULL CALL*

Regarding

CITY OF FORT ATKINSON
JEFFERSON COUNTY, WISCONSIN
NOTE ANTICIPATION NOTES, SERIES 2024A (the "Notes")

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

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
_____, ____	\$ _____	_____%	_____

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

Said Notes will cease to bear interest on _____, ____.

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

Dated _____

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



MEMORANDUM

DATE: December 5, 2023

TO: Fort Atkinson City Council

FROM: Andy Selle, P.E., City Engineer/Director of Public Works

RE: Second and possible third/final reading of an Ordinance Annexing the territory located at N2696 Banker Road to the City of Fort Atkinson

BACKGROUND

Applicants and property owners Josh Majewski and Somer Majewski have requested the annexation of the property located at N2696 Banker Road from the Town of Koshkonong to the City of Fort Atkinson in order to access the City's water and sewer infrastructure.

DISCUSSION

Future land use for this site is listed as Planned Neighborhood. Per the City Comprehensive Plan, this parcel is part of the Northwest Quadrant Planning Area. The Proposed use is in concert with the City Comprehensive Plan.

The Plan Commission reviewed this request at the meeting on November 14, 2023 and recommended the Council perform three readings and adopt the Ordinance as presented after notification of support from the Department of Administration. On November 20th, staff received the attached letter from the DOA indicating that the annexation is in the public interest.

FINANCIAL ANALYSIS

The parcel has a deferred special assessment for the water, sewer, and road infrastructure on Banker Road and Campus Drive in the amount of \$22,748.88. Repayment is governed by the attached annexation agreement. Also, per Wis. Stats. §66.0217(14), the City must pay the Town of Koshkonong \$2,441.30, representing the loss of Town property taxes for the next five years. Staff will issue a check to the Town upon final adoption of the Annexation Ordinance.

RECOMMENDATION

Staff recommends that the City Council perform the second reading of this Ordinance and suspend the rules to perform the third reading. Staff further recommends that the City Council enact the ordinance annexing the property located at N2696 Banker Road to the City of Fort Atkinson.

ATTACHMENTS

Plan Commission Staff Report; Annexation Application; Petition for Annexation; Annexation Agreement; Annexation Map; Legal description; Annexation Ordinance; Public Interest Letter from DOA

REQUEST FOR ANNEXATION REPORT TO THE PLAN COMMISSION

DATE: November 14, 2023

FILE NUMBER: PFA-2023-02

PROPERTY ADDRESSES: N2696 Banker Rd

EXISTING ZONING: R-2, Jefferson County Zoning

PARCEL NUMBERS: 016-0614-3332-054

EXISTING LAND USE: Single-family Residential

OWNER: Somer and Josh Majewski

REQUESTED ZONING: SR-2, Single-family Residential

APPLICANT: Tip of the Spear LLC

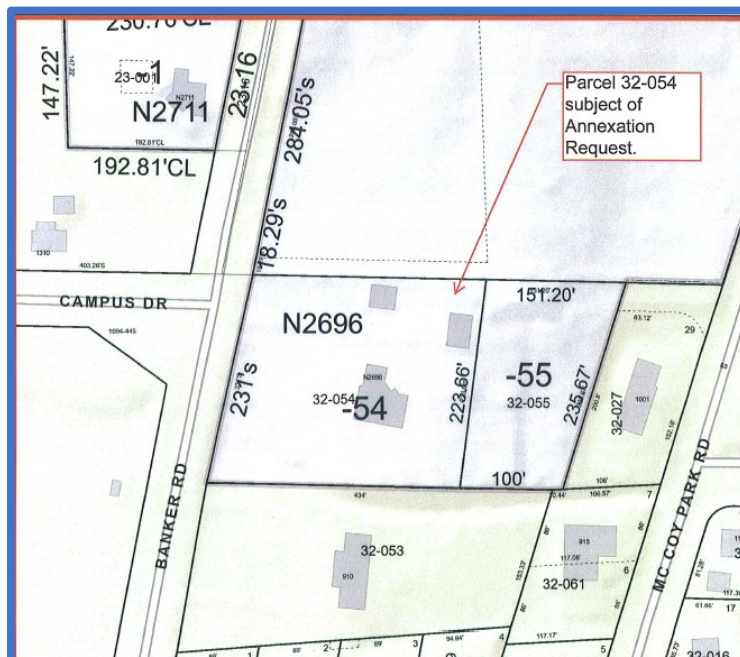
REQUESTED USE: Single-family Residential

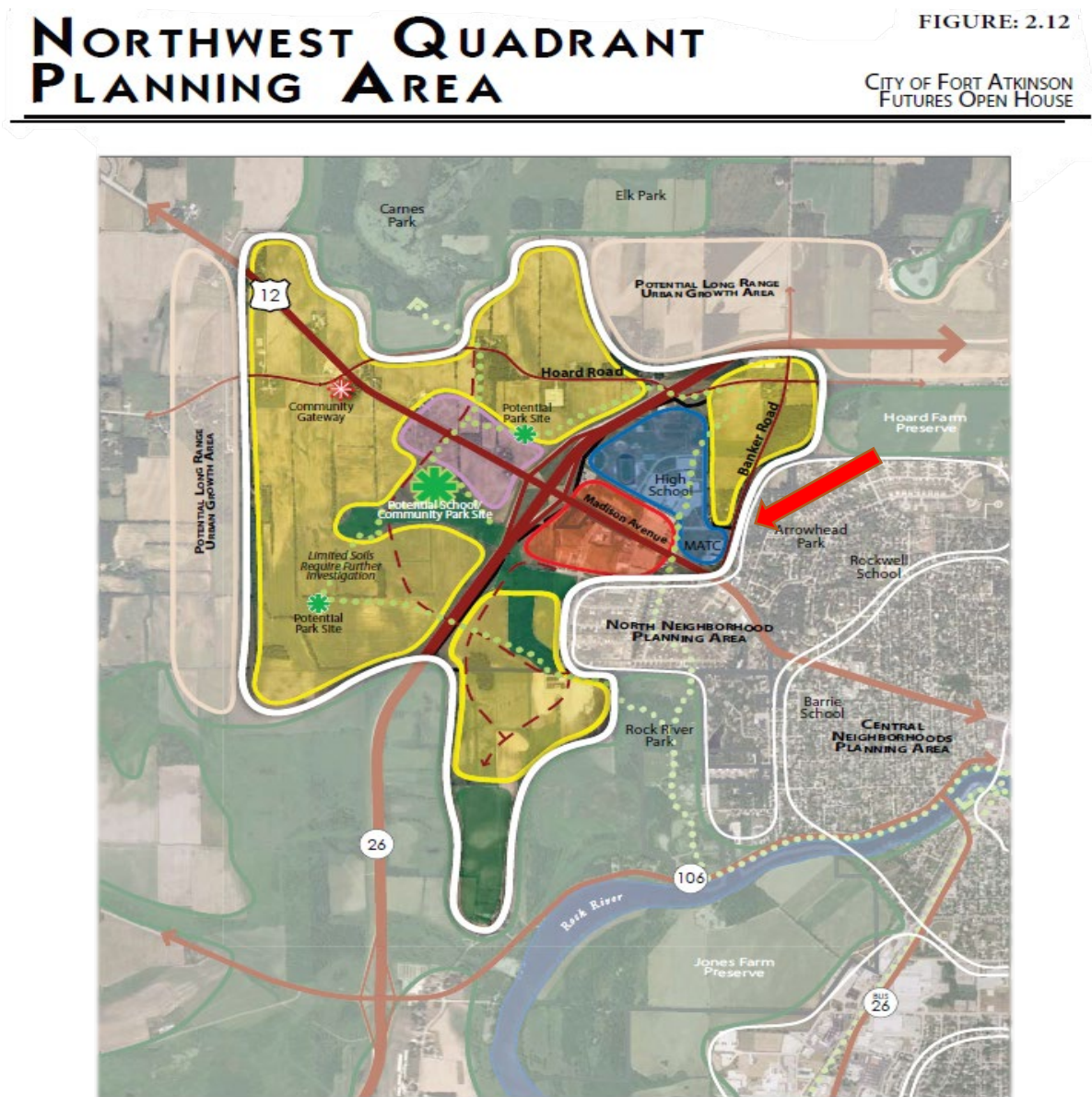
REQUEST OVERVIEW:

Applicant and Property owner Josh and Somer Majewski have requested the annexation of the property located at N2696 Banker Road from the Town of Koshkonong to the City of Fort Atkinson. City utilities will be installed to the parcel. A deferred assessment is on the parcel in the amount of \$22,748.88. Repayment is governed by the attached annexation agreement. The property owners have requested that the property be in the City's SR-2, single-family residential zoning district.

PUBLIC NOTICE:

Annexation by Unanimous Consent does not require a public notice.





COMPREHENSIVE LAND USE PLAN (2019):

Future land use for this site is listed as Planned Neighborhood. Per the City Comprehensive Plan, this parcel is part of the Northwest Quadrant Planning Area. The Proposed use is in concert with the City Comprehensive Plan.

REVIEW BY ZONING ADMINISTRATOR AND CITY STAFF:

The applicant has requested that the property be zoned SR-2, Single Family. The zoning request was made to meet the requirements set forth in the Fort Atkinson Zoning Ordinance for the existing home.

RECOMMENDATION:

Staff recommends the Plan Commission recommend the City Council adopt the ordinance annexing the territory as depicted on the attached annexation exhibit; and assign a zoning classification of SR-2 Single Family.

The City Council is expected to review this request at the regular meetings on Nov 21, Dec 5, and Dec 19th if needed.

ATTACHMENTS:

- Annexation Application
- Petition for Annexation
- Annexation Agreement
- Annexation Map
- Legal description



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

**PETITION FOR ANNEXATION
TO THE CITY OF FORT ATKINSON**

Address(es) of Property: N2696 Banker Rd Fort Atkinson WI

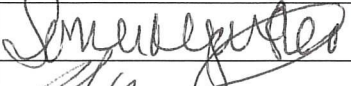
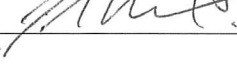
Parcel Number(s): 016-0614-333a-054

The current population or territory to be annexed and/or attached is 0 persons.

We, the undersigned, constituting all of the owners of the real property in Jefferson County, Wisconsin, lying contiguous to the City of Fort Atkinson, respectfully petition the City Council of the City of Fort Atkinson to annex the territory described and shown on the attached scale map to the City of Fort Atkinson, Jefferson County, Wisconsin. (Plat of Annexation or Attachment must include a legal description of the subject property.)

We the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

We further respectfully request that this property be zoned Residential SR-2

Owner/Petitioner Signature:	Print Name:	Address:	Date:
	Somer Majewski	N2696 Banker Rd	10/12/23
	Josh Majewski	N2696 Banker	10-31-23

Personally came before me this 31 day of October, 2023, the above named,

Somer Majewski (day) (month) (year)
Josh Majewski to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, Jefferson County, Wisconsin (SEAL)

My Commission is permanent or expires on: July 29, 2025

Jefferson County Parcel ID #016-0614-3332-054

A parcel of land located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 33, T6N, R14E Town of Koshkonong, Jefferson Co. Wisconsin, bounded and described as follows:

Commencing at the West $\frac{1}{4}$ corner of Section 33, thence 403.26 feet East along the North-South $\frac{1}{4}$ line to Point of Beginning, thence bearing S12°42'W a distance of 231 feet, thence East to a point 100 feet West of the West line Re-plat of Barton Diest Subdivision thence bearing N6°13'E a distance of 223.66 feet, thence West along the North-South $\frac{1}{4}$ line to the Point of Beginning. Parcel composed of about 1.45 Acres.

Jefferson County Land Information

Parcel 32-054
subject of
Annexation
Request.

CAMPUS DR

BANKER RD

MC COY PARK RD

11 N

Legend:

- Tax Parcel Information
- Parcel Lines
 - Property Boundary
 - Old Lot/Meander Lines
 - Rail Right of Ways
- Road Right of Ways
- Section Lines
- Surface Water
- Map Hooks
- Public Survey System Co IDs
- PLSS Sections
- Township

100 50 0 100 Feet

1 inch = 100 feet

Printed on: August 15, 2023

Author: Public User

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.

Parcel 32-054
subject of
Annexation
Request.



TONY EVERS

GOVERNOR

KATHY BLUMENFELD

SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview>

November 01, 2023

PETITION FILE NO. 14628

MICHELLE EBBERT, CLERK
CITY OF FORT ATKINSON
101 N MAIN STREET
FORT ATKINSON, WI 53538-1861

CAITLIN KINCANNON, CLERK
TOWN OF KOSHKONONG
W5609 STAR SCHOOL ROAD
FORT ATKINSON, WI 53538

Subject: MAJEWSKI ANNEXATION

Section 66.0217 (6), Wis. Stats., provides that the annexation of lands to cities and villages within a county having a population of 50,000 or more shall be reviewed by the Department of Administration in order to determine if the proposed annexation is in the public interest or against the public interest. The proposed annexation from the TOWN OF KOSHKONONG to the CITY OF FORT ATKINSON (see attached description) must be reviewed pursuant to the statute.

To assist us in making this determination, we urge that you promptly supply the data requested on the enclosed questionnaire (where possible) and return the questionnaire to the department.

The purpose of this questionnaire is to assist the department in determining "Whether the governmental services, including zoning, to be supplied to the territory could clearly be better supplied by the town...." The statute further stipulates that the department shall study the "shape of the proposed annexation and the homogeneity of the territory with the annexing municipality." In addition, we would appreciate receiving from you any comments or information bearing on governmental services or shape and homogeneity that would indicate whether the annexation is in or against the public interest.

Please return the questionnaire as soon as possible so that the information can be reviewed prior to the department's statutory deadline of November 20, 2023. Direct any questions and comments to Erich Schmidtke at (608) 264-6102. Thank you for your cooperation.

For additional information on annexation or other land use issues, visit our web site at <http://doa.wi.gov/municipalboundaryreview/>.

Sincerely,

Erich Schmidtke

Enclosures

Annexation Review Questionnaire

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645
Madison WI 53701
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview>

Petitioner: **Majewski**

Petition Number: **14628**

1. Territory to be annexed: From **TOWN OF KOSHKONONG** To **CITY OF FORT ATKINSON**

2. Area (Acres): _____

3. Pick one: ☐ Property Tax Payments

OR

☐ Boundary Agreement

a. Annual town property tax on territory to be annexed:

\$ _____

b. Total that will be paid to Town

(annual tax multiplied by 5 years): _____

c. Paid by: ☐ Petitioner ☐ City ☐ Village

☐ Other: _____

a. Title of boundary agreement _____

b. Year adopted _____

c. Participating jurisdictions _____

d. Statutory authority (pick one)

☐ s.66.0307 ☐ s.66.0225 ☐ s.66.0301

4. Resident Population: _____ Electors: _____ Total: _____

5. Approximate **present land use** of territory:

Residential: _____% Recreational: _____% Commercial: _____% Industrial: _____%

Undeveloped: _____%

6. If territory is undeveloped, what is the **anticipated use**?

Residential: _____% Recreational: _____% Commercial: _____% Industrial: _____%

Other: _____%

Comments: _____

7. Has a ☐ preliminary or ☐ final plat been submitted to the Plan Commission: ☐ Yes ☐ No

Plat Name: _____

8. What is the **nature of land use adjacent** to this territory in the city or village?

In the town?: _____

9. What are the **basic service needs** that precipitated the request for annexation?

☐ Sanitary sewer ☐ Water supply ☐ Storm sewers

☐ Police/Fire protection ☐ EMS ☐ Zoning

Other _____

10. Is the city/village or town capable of providing needed utility services?

City/Village ☐ Yes ☐ No Town ☐ Yes ☐ No

If yes, approximate timetable for providing service:

City/Village Town

Sanitary Sewers immediately
or, write in number of years.

☐

☐

Water Supply immediately
or, write in number of years.

☐

☐

Will provision of sanitary sewers and/or water supply to the territory proposed for annexation require capital expenditures (i.e. treatment plant expansion, new lift stations, interceptor sewers, wells, water storage facilities)?

☐ Yes ☐ No

If yes, identify the nature of the anticipated improvements and their probable costs: _____

11. Planning & Zoning:

a. Do you have a comprehensive plan for the City/Village/Town? ☐ Yes ☐ No

Is this annexation consistent with your comprehensive plan? ☐ Yes ☐ No

b. How is the annexation territory now zoned? _____

c. How will the land be zoned and used if annexed? _____

12. Elections: ☐ New ward or ☐ Existing ward? Will the annexation create a new ward or join an existing ward? For more information, please contact the Wisconsin Election Commission at (608) 266-8005, elections@wi.gov or see their annexation checklist here: <http://elections.wi.gov/forms/el-100>

13. Other relevant information and comments bearing upon the public interest in the annexation:

Prepared by: ☐ Town ☐ City ☐ Village

Name: _____

Email: _____

Phone: _____

Date: _____

Please **RETURN PROMPTLY** to:

wimunicipalboundaryreview@wi.gov

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Fax: (608) 264-6104

(March 2018)

	ANNEXATION AGREEMENT

	Return to: David R. Westrick 93 N. Main St. Fort Atkinson, WI 53538
--	--

This Annexation Agreement (the "Agreement") is entered into effective the 31 day of October, 2023 by and between the Owners of the following described real estate located in Jefferson County, Wisconsin:

<u>016-0614-3332-054</u> Parcel ID Numbers

Parcel A – Owners Somer and Josh Majewski (hereinafter Majewski), parcel described as follows:

Jefferson County Parcel ID #016-0614-3332-054

A parcel of land located in the NW ¼ of the SW ¼ Section 33, T6N, R14E Town of Koshkonong, Jefferson Co. Wisconsin, bounded and described as follows:

Commencing at the West ¼ corner of Section 33, thence 403.26 feet East along the North-South ¼ line to Point of Beginning, thence bearing S12o42'W a distance of 231 feet, thence East to a point 100 feet West of the West line Re-plat of Barton Diest Subdivision thence bearing N6o13'E a distance of 223.66 feet, thence West along the North-South ¼ line to the Point of Beginning. Parcel composed of about 1.45 Acres.

And the City of Fort Atkinson, a Wisconsin Municipal Corporation.

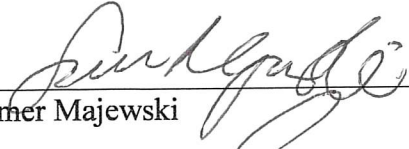
In consideration of the mutual benefits conferred on the owners of Parcel A and the City, the parties covenant and agree as follows:

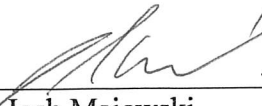
1. Majewski shall be responsible for annexing the above property into the City of Fort Atkinson. Upon annexation the sum of \$22,748.88 shall be payable to the City. However, the City will accept one-half (1/2) payment or \$11,374.44 at the closing

of the property to a third party buyer. The Buyer shall be responsible for the remaining \$11,374.44 payable over 10 years at the rate of \$1,100 per year due by December 31 of each year following the sale of the property with the first payment due in the year of the sale. No interest shall accrue on the balance.

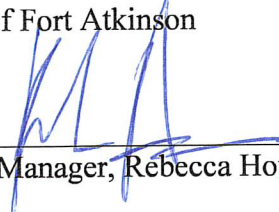
2. Buyers may renegotiate the balance due the City upon the sale of the property.
3. Majewski shall be responsible for the expense of hooking to the City's water main and the sewer.
4. Majewski shall be responsible for removing the existing septic system and the well. Both shall be accomplished with three (3) months of hooking into the City's sewer and water main. Lawn area shall then be restored to grass.

IN WITNESS WHEREOF, this Agreement is entered into the date first above written.

By 
Somer Majewski

By 
Josh Majewski

City of Fort Atkinson

By 
City Manager, Rebecca Houseman

STATE OF WISCONSIN

JEFFERSON COUNTY

Personally came before me this 12 day of October, 2023, the above-named Somer Majewski to be known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin

My Commission Expires: July 29, 2025

STATE OF WISCONSIN

JEFFERSON COUNTY

Personally came before me this 31 day of October, 2023, the above-named Josh Majewski to be known to be the person who executed the foregoing instrument and acknowledged the same.

Manbert

Notary Public, State of Wisconsin

My Commission Expires: July 29, 2025

STATE OF WISCONSIN

JEFFERSON COUNTY

Personally came before me this 31 day of October, 2023, the above-named Rebecca Houseman to be known to be the person who executed the foregoing instrument and acknowledged the same.

Manbert

Notary Public, State of Wisconsin

My Commission Expires: July 29, 2025

This document drafted by:

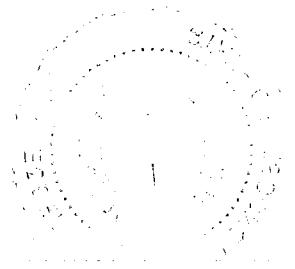
David R. Westrick

93 N. Main St.

Fort Atkinson, WI 53538

drw@rogerswestricklawoffice.com

920-563-5577



ORDINANCE NO. _____

**AN ORDINANCE ANNEXING
THE TERRITORY ADDRESSED N2696 BANKER ROAD
TO THE CITY OF FORT ATKINSON**

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

Section 1. TERRITORY ANNEXED. That pursuant to Wis. Stats. §66.0217 of the Wisconsin Statutes, and the Petition for Annexation filed by the City of Fort Atkinson as the property owner, the following described territory in the Town of Koshkonong, Jefferson County, Wisconsin, is hereby annexed to the City of Fort Atkinson, Wisconsin:

A PARCEL OF LAND LOCATED IN THE NW ¼ OF THE SW ¼ OF SECTION 33,
T6N, R13E, TOWN OF KOSHKONONG, JEFFERSON COUNTY, WISCONSIN,
BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ¼ CORNER OF SECTION 33, THENCE 403.26
FEET EAST ALONG THE NORTH-SOUTH ¼ LINE TO POINT OF BEGINNING,
THENCE BEARING S12°42'W A DISTANCE OF 231 FEET, THENCE EAST TO A
POINT 100 FEET WEST OF THE WEST LINE REPEAT OF BARTON DIEST
SUBDIVISION THENCE BEARING N6°13'E A DISTANCE OF 223.66 FEET,
THENCE WEST ALONG THE NORTH-SOUTH ¼ LINE TO THE POINT OF
BEGINNING. CONSISTING OF 1.45 ACRES, ALSO KNOWN AS N2696 BANKER
ROAD, PARCEL NUMBER 016-0614-3332-054

Section 2. EFFECT OF ANNEXATION. From and after the effective date of this Ordinance the territory described in Section 1 above shall be part of the City of Fort Atkinson for any and all purposes provided by law and any persons coming or residing within such territory shall be subject to all Ordinances, rules, and regulations governing the City of Fort Atkinson.

Section 3. PAYMENT TO THE TOWN OF KOSHKONONG. The property owner has requested annexation to the City per Wis. Stats. §66.0217(2) – Direct Annexation by Unanimous Approval. The City of Fort Atkinson agrees to pay the Town of Koshkonong one lump sum of \$2,441.30 to represent the lost Town taxes the next five years, as required by Section 66.0217(14) of the Wisconsin Statutes.

Section 4. ZONING CLASSIFICATION. A) The Territory annexed to the City of Fort Atkinson by this Ordinance is temporarily designated to be part of the following district of the City for zoning purposes and subject to all provisions of Title 15 of the Code of General Ordinances in the City of Fort Atkinson entitled “Zoning Ordinance” relating to such district classifications and to zoning in the City: SR-2, Single-family Residential District – 2. **B)** The boundaries of these designated districts are established as shown on the map filed in the office of the City Clerk.

Section 5. WARD DESIGNATION. The territory described in Section 1 of this Ordinance is hereby made part of Ward 3 of the City of Fort Atkinson, subject to all ordinances, rules, and regulations of the City. Population of this territory is three (3) on the effective date of this Ordinance.

Section 6. SEVERABILITY. If any provision of this Ordinance is found to be invalid or unconstitutional or if the application of this Ordinance or any person or circumstance is invalid or unconstitutional such invalidity or unconstitutionality shall not affect the other provisions or application of this Ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

Section 7. EFFECTIVE DATE. This Ordinance shall take effect upon passage and publication.

Adopted this _____ day of _____, 2023.

CITY COUNCIL OF THE CITY OF FORT ATKINSON

Bruce Johnson, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: December 5, 2023

TO: Fort Atkinson City Council

FROM: Brooke Franseen, Parks and Recreation Director

RE: Review and possible action relating to the purchase of two MCT60 Brooms with 2024 Parks CIP funds at a cost not to exceed \$11,142.50

BACKGROUND

The Parks and Recreation Department currently has three 60" MCT broom attachments that are essential for clearing snow from public sidewalks and trails during the winter months, as well as for addressing debris and leaves during warmer weather. The MCT60 Broom has proven to be a reliable and effective tool for staff to maintain clear and safe walkways for residents.

DISCUSSION

Staff is requesting to replace the two oldest broom attachments purchased in 2015 and 2017.

By securing the purchase of these brooms now and acquiring them in 2024, the brooms can be available for the upcoming winter season. No purchases will be made until 2024.

FINANCIAL ANALYSIS

In Section Q of the 2024 Capital Improvements Budget, \$12,500 of levied funded was budgeted for the replacement of these two brooms.

Staff contacted several dealers in the area to solicit pricing for two 60" MCT Brooms.

- | | |
|---------------------------------------|-------------|
| - Mid-State Equipment, Janesville, WI | \$11,142.50 |
| - Proven Power, Waukesha, WI | \$11,865.02 |

RECOMMENDATION

Staff recommends the purchase of two MCT60 Brooms from Mid-State Equipment at a cost not to exceed \$11,142.50 in 2024.

ATTACHMENTS

- Mid-State Equipment Proposal
- Proven Power Proposal

www.midstateequipment.com

3660 Scenic Dr.
☐ Jackson, WI 53037
 262-677-8400

N8690 Highland Rd.
☐ Watertown, WI 53094
 920-261-8118

8841Antioch Rd
PO Box 10
Salem, WI 53168
262-843-2326

W1115 Bristol Rd.
Columbus, WI 53925
920-623-4020

4323 E US Hwy 14
☒ Janesville, WI 53546
 608-754-8450

☐ S9711 Hwy 12
Prairie Du Sac, WI 53578
608-643-3307

☐ 355 Transit Dr. **RENTALS**
Columbus, WI 53925
920-623-4300

CUSTOMER QUOTE

Customer Name	Fort Atkinson Parks and Rec		
Address	30 North Street West		
City	Fort Atkinson		
State	WI	Zip	53538
County	Jefferson		
Customer PO#			

Ship To Address

Date 10/20/23

Customer Acct#	
Phone#	(920) 563-7781
Cell#	
Fax#	

Email

Quote Expiration Date: 12/19/2023

EQUIPMENT INFORMATION

New	Used	Make	Model	Description	Hrs	Tag#	Serial#	Amount	GVW (lbs.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	MB	MCT60	Broom for Deere Front Mount				\$6,195.00	
<input type="checkbox"/>	<input type="checkbox"/>	MB	MCT60	Broom for Deere Front Mount				\$6,195.00	
<input type="checkbox"/>	<input type="checkbox"/>							-\$1,497.50	
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								

EQUIPMENT DESCRIPTION / NOTES	\$250.00	Freight and Delivery
	\$11,142.50	Subtotal
		Less Trade
The FINAL SELLING price may be subject to change due to pricing and/or program changes from the manufacturer.		Convenience Fee
	\$11,142.50	Subtotal
		Sales Tax %
10% Non-Refundable down payment required prior to ordering of Special ordered and NonStocked items.		Payoff Amount

TRADE INFORMATION: ALLOWANCE ON TRADE IN OF THE FOLLOWING WHICH I CERTIFY FREE FROM ALL ENCUMBRANCES

Year	Mke	Model	Description	Hrs	Tag#	Serial#	Trade Value
Select							
Select							
Select							
Select							
Select							
Select							
Select							

DOWN PAYMENT

\$11,142.50 Total Cash price

WARRANTY INFORMATION

☒ New ☐ Extended ☒ Manufacture
☐ Used ☐ No Warranty ☐ Other/See below

Warranty doesn't cover delivery fee/service calls

Term _____ Hours _____

Term _____ Hours _____

All known defects of trades have been disclosed to Mid-State Representative prior to agreement. _____ (Customer Initials)

I CERTIFY THAT THE PROPERTY ABOVE IS ☐ IS NOT ☐ EXEMPT
FROM WISCONSIN SALES TAX BECAUSE IT WILL BE USED OR
LEASED IN PRODUCTION OF AGRICULTURE.

ALL INVOICES DUE UPON RECEIPT. A FINANCE CHARGE computed by the periodic rate of 1.5% per month which is an ANNUAL RATE of 18% will be applied to the adjusted balance that has become more than 30 days past due as of the billing date shown on the statement.

CUSTOMER SIGNATURE

Larry Schlender

MID-STATE SALES REPRESENTATIVE

10/20/23

DATE _____

Auth. Dealer Signature _____

Thank you for your business!

Rev. 01/21/2016

ALL WARRANTIES, IF ANY, MADE WITH RESPECT TO THIS EQUIPMENT ARE THOSE WARRANTIES MADE BY THE MANUFACTURE. DEALER MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Quote Summary**Prepared For:**

FORT ATKINSON PARKS AND RECREATION DEPT
30 N WATER ST W
FORT ATKINSON, WI 53538

Prepared By:

Bob Burmeister
Proven Power, Inc.
S65w22065 National Avenue
Waukesha, WI 53189
Phone: 262-679-0100
bob.burmeister@provenpower.com

Quote Id: 29930737
Created On: 08 November 2023
Last Modified On: 08 November 2023
Expiration Date: 08 December 2023

Equipment Summary	Selling Price	Qty	Extended
Model MCT MB Broom ama-00389 MB Broom	\$ 5,932.51 X	2 =	\$ 11,865.02
Equipment Total			\$ 11,865.02

Quote Summary

Equipment Total	\$ 11,865.02
SubTotal	\$ 11,865.02
Est. Service Agreement Tax	\$ 0.00
Total	\$ 11,865.02
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 11,865.02

Salesperson : X _____

Accepted By : X _____



MEMORANDUM

DATE: December 5, 2023

TO: Fort Atkinson City Council

FROM: Brooke Franseen, Parks and Recreation Director

RE: Review and possible action relating to the purchase of four Scag Turf Tiger Zero-Turn Mowers and a Clam Shell Bagger with 2024 Parks CIP funds at a cost not to exceed \$40,534

BACKGROUND

In the 2024 Capital Improvements Budget, four zero-turn mowers were planned to be replaced, in accordance with the regular 6-year replacement schedule the Parks and Recreation Department has historically followed. \$48,500 was budgeted for this purchase through the levy-funded CIP.

DISCUSSION

Due to staff's diligent maintenance practices and mileage management, the City was offered an exceptionally discounted price through trade-ins, enabling the replacement of all four mowers.

Rock River Park relies on two zero-turn mowers, primarily tasked with maintaining the Aquatic Center and the entire 100+ acre park. The clam shell bagger plays a crucial role in preserving the clean appearance inside the Aquatic Center fence. The remaining two zero-turn mowers are responsible for the upkeep of all City parks. They ensure the parks remain inviting and well-maintained for the enjoyment of residents and visitors.

One significant benefit of the proposed purchase is that the Parks and Recreation Department, along with the Department of Public Works and Wastewater, all utilize Scag Turf Tiger mowers. This shared equipment selection streamlines the ability to conduct maintenance, facilitates faster repairs when needed, and enhances the ability to manage a comprehensive parts inventory.

FINANCIAL ANALYSIS

Staff contacted several dealers in the area to solicit pricing for the 2024 Scag Turf Tiger 2 Model 842D. The table on the following page outlines the cost proposals received from Mid-State Equipment and Prairie Power Center.

Vendor	X4 Mowers	X4 Mowers Trade-In	Total Cost
Mid-State Equipment	\$58,834	\$18,300	\$40,534
Prairie Power Center	\$60,341	*N/A	

*Prairie Power Center will not reply to evaluate and price the current used equipment

Mid-State Equipment proposed \$58,834 for the four mowers with the clam shell bagger with a \$18,300 for trade-in, for a total cost of \$40,534. By securing the price now, the City will avoid the price increase scheduled for the new year. No purchases will be made until 2024.

RECOMMENDATION

Staff recommends the City Council authorize the purchase of four 2024 Scag Turf Tiger 2 Model 842D and a Clam Shell Bagger from Mid-State Equipment at a cost not to exceed \$40,534 in 2024.

ATTACHMENTS

- Mid-State Equipment Proposal
- Prairie Power Center Proposal

ALL WARRANTIES, IF ANY, MADE WITH RESPECT TO THIS EQUIPMENT ARE THOSE WARRANTIES MADE BY THE MANUFACTURE. DEALER MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



Printed On : 11/08/2023 11:25:10 AM (Sales Rep ::BS - Contact ID :15958)

Status : **Open**

Invoice # : **182861**

Type : **Major Unit Quote**

Date : **11/06/2023**

Contact ID : **20080**

Prairie Power Center

666 South Thompson Rd.

SUN PRAIRIE, WI 53590

Main: **608-837-5115**

Fax: **608-837-8162**

Fort Atkinson DPW

Jj

700 James Place

FORT ATKINSON, Wisconsin 53538

UNITED STATES

dknaack@fortatkinsonwi.net

920-563-7771-Other

Selected Units for Sale

N/U	Year	Make	Model	Unit Type	VIN/Serial	Sale Price	DOC Fees	Off'l Fees	Prot. Pkg
N/A		Scag MFG	(STTII-61V-40BV- EFI) SCAG STTII- 61V-40BV-EFI	Zero Turn		\$14,239.00	\$0.00	\$0.00	\$0.00
N/A		Scag MFG	(STTII-61V-40BV- EFI) SCAG STTII- 61V-40BV-EFI	Zero Turn		\$14,239.00	\$0.00	\$0.00	\$0.00
N/A		Scag MFG	(STTII-61V-40BV- EFI) SCAG STTII- 61V-40BV-EFI	Zero Turn		\$14,239.00	\$0.00	\$0.00	\$0.00
N/A		Scag MFG	(STTII-61V-40BV- EFI) SCAG STTII- 61V-40BV-EFI	Zero Turn		\$14,239.00	\$0.00	\$0.00	\$0.00
N/A		Scag MFG	(SC901T) SCAG SC901T CLAM SHELL CATCHER	catcher		\$2,071.00	\$0.00	\$0.00	\$0.00
N/A		Scag MFG	(SC900X) SC900X MOUNT KIT	Accessories		\$1,315.00	\$0.00	\$0.00	\$0.00

Item Number	Description	Qty Req	Qty Del	Item Price	Ext. Price
MIS	Trades	-1	-1	\$1.00	-\$1.00

Sales Notes

GET EMAIL ADDRESS

Disclaimer

Pricing is good for 30 days. Pricing may change without notice.

Totals		
Sub Total	+	\$60,341.00
*** Invoice Total	=	\$60,341.00
Amount Paid	-	\$0.00
*** Transaction Total	=	\$60,341.00
Balance Due = \$60,341.00		

Deposit Paid \$0.00

Signature _____



MEMORANDUM

DATE: December 5, 2023

TO: Fort Atkinson City Council

FROM: Adrian Bump, Chief of Police

RE: Review and possible action authorizing the purchase of one the 2024 Squad Car and associated equipment

BACKGROUND

The Police Department is scheduled to replace one (1) police vehicle in 2024 per the approved 2024 Capital Improvements Budget through the 2024-2025 borrowing. Funds are established in the 2024 Budget under the Police Outlay Account in the amount of \$65,500.00 and include both the cost of the vehicle and the equipment to transition it to a fully functional squad car.

DISCUSSION

The Police Department requested proposals for the 2024 Ford Interceptor SUV. Staff received two proposals from Ewald Ford and Griffin Ford. Delivery is expected to occur between four and six months after the order is made, which is why the request is being brought to the City Council in December 2023. Payment is not required until delivery, which will occur in 2024.

FINANCIAL ANALYSIS

Ewald Commercial Vehicle Services. Ewald is the bid winner for the Wisconsin State contract for 2024 and 2025 Ford Squad cars. Their price was the lowest bid of all submitting dealers in the State. Ewald provided a quote for a 2025 Ford Squad indicating no 2024 units are available for them to sell.

2025 quote for the Ford SUV: **\$45,668.00.**

Griffin Ford. Our local dealer, Griffin Ford also provided a competitive quote for the same Ford Interceptor Squad. Griffin indicated that they are able to order 2024 squads within their 2024 dealer allotment.

2024 quote for the Ford SUV: **\$43,302.00**

Additional funds were budgeted within the Outlay Account for the squad cars beyond the vehicle purchase price for squad specific equipment and changeover fees. Staff received a proposal from 10-33 Vehicle Services for the majority of this equipment at a cost of \$17,542.55. There will likely be additional small purchases over the next several months with the total not exceeding \$65,500.

RECOMMENDATION

Staff recommends the purchase of one new squad car from Griffin Ford for \$43,302 and the purchase of equipment from 10-33 Vehicle Services for \$17,542.55. No purchases, equipment acquisition, or spending will occur until after January 2, 2024.

ATTACHMENTS

Ewald Automotive Group Quote

Griffin Ford Quote

10-33 Vehicle Services Proposal



Ewald Automotive Group

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

Fort Atkinson Police Department

Prepared For: Adrian Bump

920-397-9905

abump@fortatkinsonwi.gov

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD





Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (Complete)

Quote Worksheet

	MSRP
Base Price	\$47,165.00
Dest Charge	\$1,595.00
Total Options	\$2,230.00
Subtotal	\$50,990.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$5,322.00)
Subtotal Discount	(\$5,322.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$45,668.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$45,668.00

Comments:

2025 Ford Interceptor Utility Non-Hybrid to your specs as detailed. Registration fees are included. Delivery can not be anticipated due to current market conditions. Subject to allocation approval from Ford.

Dealer Signature / Date

Customer Signature / Date



Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (Complete)

Standard Equipment

Mechanical

- Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
- Transmission: 10-Speed Automatic (STD)
- 3.73 Axle Ratio (STD)
- 50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
- Transmission w/Oil Cooler
- Automatic Full-Time All-Wheel
- Engine Oil Cooler
- 80-Amp/Hr 800CCA Maintenance-Free Battery
- Hybrid Electric Motor 220 Amp Alternator
- Class III Towing Equipment -inc: Hitch
- Trailer Wiring Harness
- Police/Fire
- 1670# Maximum Payload
- GVWR: 6,840 lbs (3,103 kgs)
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Steering
- 19 Gal. Fuel Tank
- Dual Stainless Steel Exhaust
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
- Lithium Ion Traction Battery

Exterior

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

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20446. Data Updated: Sep 13, 2023 6:43:00 PM PDT.



Ewald Automotive Group

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

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (Complete)

Exterior

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

Entertainment

- Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
- Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
- Integrated Roof Antenna
- 1 LCD Monitor In The Front

Interior

- 8-Way Driver Seat
- Passenger Seat
- 35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

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Data Version: 20446. Data Updated: Sep 13, 2023 6:43:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (Complete)

Interior
Power Rear Windows and Fixed 3rd Row Windows
Fleet Telematics Modem Selective Service Internet Access
Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Analog Appearance

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Data Version: 20446. Data Updated: Sep 13, 2023 6:43:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (Complete)

Interior

- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

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

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Passenger Knee Airbag
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Back-Up Camera w/Washer

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 100,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Hybrid/Electric Components Years: 8
- Hybrid/Electric Components Miles/km: 100,000
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Data Version: 20446. Data Updated: Sep 13, 2023 6:43:00 PM PDT.



Ewald Automotive Group

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

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
K8A	2023 Ford Police Interceptor Utility AWD	\$47,165.00
COLORS		
CODE	DESCRIPTION	
UM	Agate Black	
ENGINE		
CODE	DESCRIPTION	MSRP
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	(\$2,830.00)
TRANSMISSION		
CODE	DESCRIPTION	MSRP
44U	Transmission: 10-Speed Automatic (44U)	\$0.00
OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
500A	Order Code 500A	\$0.00
AXLE RATIO		
CODE	DESCRIPTION	MSRP
___	3.73 Axle Ratio (STD)	\$0.00
PRIMARY PAINT		
CODE	DESCRIPTION	MSRP
UM	Agate Black	\$0.00

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Ewald Automotive Group

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

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (Complete)

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


ADDITIONAL EQUIPMENT - EXTERIOR		
CODE	DESCRIPTION	MSRP
51T	Driver Only LED Spot Lamp (Whelen)	\$420.00
59E	Keyed Alike - 1435x	\$50.00
66A	Front Headlamp Lighting Solution -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	\$895.00
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	\$60.00

ADDITIONAL EQUIPMENT - INTERIOR		
CODE	DESCRIPTION	MSRP
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	\$50.00
55F	Remote Keyless Entry Key Fob w/o Key Pad -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike	\$340.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Inc.
67V	Front & Rear Police Wire Harness Connector Kit -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	\$185.00

CUSTOM EQUIPMENT		
CODE	DESCRIPTION	MSRP
DI-1	Delivery from Hartford Ford to Fort Atkinson	\$60.00
Price	2025 Model Year Price Increase	\$3,000.00
Options Total		\$2,230.00

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Data Version: 20446. Data Updated: Sep 13, 2023 6:43:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$47,165.00
Total Options	\$2,230.00
Vehicle Subtotal	\$49,395.00
Destination Charge	\$1,595.00
Grand Total	\$50,990.00

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Data Version: 20446. Data Updated: Sep 13, 2023 6:43:00 PM PDT.

Date: **11/03/2023 12:29 PM**Salesperson: **Dennis Mitchell**Manager: **John Chady****FOR INTERNAL USE ONLY****BUSINESS NAME** CITY OF FORT ATKINSON
CONTACTHome Phone: **(920) 397-9905**Address : **101 N MAIN ST
FORT ATKINSON, WI 53538
JEFFERSON**Work Phone: **(920) 397-9908**E-Mail : **blindsey@fortatkinsonwi.gov**Cell Phone: **(920) 397-9916****VEHICLE**Stock # : _____ New / Used : **New** VIN : _____ Mileage : **0**Vehicle : **2024 Ford Explorer**

Color : _____

Type : **XLT 4dr 4x4****TRADE IN**

Payoff : _____ VIN : _____ Mileage : _____

Vehicle : _____

Color : _____

Type : _____

Selling Price 48,225.00Discount 5,322.00Adjusted Price 42,903.00Total Purchase 42,903.00

Trade Allowance _____

Trade Difference _____Service Fee 399.00

Trade Payoff _____

Cash Deposit _____

Balance 43,302.00

Customer Approval: _____ Management Approval: _____

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



Estimate

Date	Estimate #
11/5/2023	2028

10-33 Vehicle Services, LLC

N4615 Indian Point Rd.
Sullivan, WI 53178
Phone: (262) 490-3109
Email: 10-33@charter.net

Customer:

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

Item	Description	Qty	Rate	Total
SET UP UTILITY	SET UP FORD POLICE INTERCEPTOR UTILITY	40.00	115.50	4,620.00
C399	WHELEN CENCOM CORE AMPLIFIER CONTROL MODULE	1.00	1,063.75	1,063.75
CCTL7	WHELEN CORE 21 BUTTON CONTROL HEAD	1.00	0.00	0.00
C399K7	WHELEN CORE CANPORT INTERFACE, 2021 F150	1.00	0.00	0.00
SA315P	WHELEN COMPOSITE SIREN SPEAKER	1.00	0.00	0.00
SAK66D	WHELEN SA315P SIREN SPEAKER MOUNT, 2020 UTILITY (DRIVER SIDE)	1.00	0.00	0.00
BSFW50Z	WHELEN WECANX INNER EDGE FST, TEN LAMP	1.00	954.85	954.85
ISDD	WHELEN INNER EDGE FST DUO LIGHTHEAD, RED/WHITE	5.00	0.00	0.00
ISDE	WHELEN INNER EDGE FST DUO LIGHTHEAD, BLUE/WHITE	5.00	0.00	0.00
BS50Z	WHELEN WECANX INNER EDGE RST, TEN LAMP	1.00	835.00	835.00
ISDK	WHELEN INNER EDGE DUO LIGHTHEAD, R/A	5.00	0.00	0.00
ISDM	WHELEN INNER EDGE DUO LIGHTHEAD, B/A	5.00	0.00	0.00
TCRWX5	WHELEN TRACER, 5 POD WECANX	1.00	690.43	690.43
TCRWXPD	WHELEN TRACER PRIMARY POD, DUO RED/WHITE	1.00	0.00	0.00
TCRWXSD	WHELEN TRACER POD, DUO RED/WHITE	4.00	0.00	0.00
TCRWX5	WHELEN TRACER, 5 POD WECANX	1.00	690.43	690.43
TCRWXPE	WHELEN TRACER PRIMARY POD, DUO BLUE/WHITE	1.00	0.00	0.00
TCRWXSE	WHELEN TRACER POD, DUO BLUE/WHITE	4.00	0.00	0.00
TCRB50	WHELEN TRACER BRACKET, 2020 UTILITY	2.00	0.00	0.00
CCTL5	WHELEN CENCOM CORE HANDHELD CONTROL HEAD	1.00	269.40	269.40
CAT6	CAT 6 CABLE	1.00	15.95	15.95
CAT6 COUPLER	CAT 6 COUPLER	1.00	5.99	5.99
CAT6 SPLIT	CAT6 2 WAY SPLITTER	1.00	15.68	15.68
CV2V	WHELEN CORE VEHICLE TO VEHICLE SYNC MODULE	1.00	195.50	195.50
CEM16	WHELEN WECAN X EXPANSION MODULE, 16 OUTPUT 4 INPUT	2.00	166.195	332.39

Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.

Subtotal

Sales Tax (0.0%)

Total



Estimate

Date	Estimate #
11/5/2023	2028

10-33 Vehicle Services, LLC

N4615 Indian Point Rd.
Sullivan, WI 53178
Phone: (262) 490-3109
Email: 10-33@charter.net

Customer:

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

Item	Description	Qty	Rate	Total
LCPHOTO	WHELEN PHOTOCELL	1.00	72.60	72.60
VTX609R	WHELEN VERTEX LED LIGHT HEAD, RED (TAIL LIGHT)	2.00	81.595	163.19
I2D	WHELEN ION DUO RED/WHITE (SIDE WINDOW)	1.00	117.00	117.00
I2E	WHELEN ION DUO BLUE/WHITE (SIDE WINDOW)	1.00	117.00	117.00
LINSV2R	WHELEN V SERIES LIGHTHEAD, RED (MIRROR)	1.00	175.80	175.80
LINSV2B	WHELEN V SERIES LIGHTHEAD, BLUE (MIRROR)	1.00	175.80	175.80
LSVBKT50	WHELEN LINSV2 BRACKET, 2020 UTILITY	1.00	19.80	19.80
60CREGCS	WHELEN 6" ROUND LED INTERIOR LIGHT RED/WHITE	1.00	146.40	146.40
I2D	WHELEN ION DUO RED/WHITE (LICENSE PLATE)	1.00	117.00	117.00
I2E	WHELEN ION DUO BLUE/WHITE (LICENSE PLATE)	1.00	117.00	117.00
SHIP	SHIPPING (Estimate only)	3.00	8.00	24.00
CONFIRM FIT				
BK2019ITU20	SETINA PB450L WITH WHELEN IONS, 2 RED/WHITE, 2 BLUE/ 2020 FORD UTILITY	1.00	900.80	900.80
TK2307ITU20	SETINA CARGO DECK WITH LOWER TRAY	1.00	1,198.65	1,198.65
SHIP	SHIPPING (Estimate only)	1.00	450.00	450.00
CONFIRM FIT				
7170-0734-04	GAMBER JOHNSON CONSOLE KIT, 2020+ FORD UTILITY	1.00	768.60	768.60
73557 SUPPLIES SHIP	17170 EFJ FACE PLATE			
	7160-0339 CEN COM FACEPLATE			
	BLUE SEA DUAL USB	2.00	54.17	108.34
	12 VOLT POWER PORT	2.00	3.00	6.00
	SHIPPING (Estimate only)	1.00	150.00	150.00
MMSU-1	MAGNETIC MIC SINGLE UNIT	1.00	30.14	30.14
CG-X	HAVIS CHARGE GUARD	1.00	73.83	73.83
Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.		Subtotal		
		Sales Tax (0.0%)		
		Total		



Estimate

Date	Estimate #
11/5/2023	2028

10-33 Vehicle Services, LLC

N4615 Indian Point Rd.
Sullivan, WI 53178
Phone: (262) 490-3109
Email: 10-33@charter.net

Customer:

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

Item	Description	Qty	Rate	Total
COAX	COAX CABLE	1.00	15.43	15.43
EMFLX-M10008-...	E/M WAVE WIDE BAND VHF QUARTER-WAVE ANTENNA	1.00	98.05	98.05
SH-IN2440	PANORAMA ANTENNA SHARKEE	1.00	258.75	258.75
SHIP	SHIPPING (Estimate only)	1.00	15.00	15.00
76610	90 AMP MEGA CIRCUIT BREAKER	1.00	41.99	41.99
SUPPLIES	INSTALLATION SUPPLIES	1.00	750.00	750.00
HARNESS	CUSTOM WIRE HARNESS	1.00	450.00	450.00
SA-1033-HATCH	CUSTOM HATCH HARNESS	1.00	157.50	157.50
SA-1033-MAIN	CUSTOM MAIN HARNESS, FORD UTILITY	1.00	486.00	486.00
SA-1033-OVERLAY	CUSTOM OVERLAY HARNESS	1.00	63.00	63.00
SA-1033-REAR	CUSTOM REAR HARNESS	1.00	81.90	81.90
SA-402	CORE FRONT END HARNESS, CEM TO PUSH BUMPER	1.00	79.95	79.95
SA-313	FORD EXPLORER MIRROR HARNESS	1.00	10.26	10.26
SA-412	CORE FRONT END HARNESS, MPOWER INTEGRATION	1.00	79.95	79.95
HRP1	HEADREST PRINTER MOUNT	1.00	302.50	302.50
SHIP	SHIPPING (Estimate only)	1.00	15.00	15.00
CAT6	CAT 6 CABLE	1.00	15.95	15.95
Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.		Subtotal \$17,542.55		
		Sales Tax (0.0%) \$0.00		
		Total \$17,542.55		



MEMORANDUM

DATE: December 5, 2023

TO: Fort Atkinson City Council

FROM: Andy Selle, PE, City Engineer/Director of Public Works

RE: Review and possible action to authorize the purchase of a rear load minivan for the City's Shared Ride Taxi program

BACKGROUND

As a part of the 2024 Shared Ride Taxi program through the State of Wisconsin, the City is authorized to purchase a new Taxi to replace one of the aging vehicles in the fleet. Funds were included in the 2023 Capital Improvements Budget (\$13,000) as well as the 2024 Capital Improvements Budget (\$20,000) for the City's portion of a new taxi vehicle.

DISCUSSION

As part of the taxi program and the approved contract with Running, Inc., the City's contracted service provider, the City purchases the handicapped accessible mini-vans used in the program and retains ownership thereof. The vehicles are then leased to Running, Inc., (doing business as Brown Cab) to be used for the City's taxi program.

The City purchases the vehicles through a State contract program, therefore guaranteeing that the vehicles meet the specifications for handicap accessibility. The State uses specific vendors for the Public Transit Assistance Program recipients. The vendor for rear-load mini vans is Transportation Equipment Sales Corp of Ohio. The City has six taxis in service at this time, five 2011 Dodge Caravans and one 2020 Dodge Caravan. The proposed purchase would replace one of the 2011 Caravans.

FINANCIAL ANALYSIS

The total cost of the vehicle is \$72,373.00. The City received a grant from the Wisconsin Department of Transportation in 2023 of \$57,809.60 to purchase a new taxi. However, that grant will reimburse the City after the vehicle is purchased and procured. The City's share of the vehicle will be \$14,566.40.

The 2023 budget included \$13,000 in the taxi fund for a new vehicle. The City has placed \$20,000 in the 2024 budget to cover taxi related expenses. Note that the source of funding is ARPA.

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to order a new rear-load minivan at a cost not to exceed \$72,373 from Transportation Equipment Sales Corp. Note that \$57,809.60 will be reimbursed from the Wisconsin DOT grant, and the remaining \$14,566.40 to be funded through the Taxi Fund with ARPA funds.

ATTACHMENT

TESCO Pricing Sheet for WisDOT Vans



**PRICING FOR WisDOT Vans
Rear Entry Only**

2023 Model Year

Customer Name: City of Fort Atkinson
Address: 101 N. Main St.
Fort Atkinson, WI 53538

Please Return by _____
This Form must be completed and received
by the above date to ensure the timely
processing of your order.

Floor Plan _____ Order Qty.: 1

Contact Name: Sarah Weihert
Phone No.: 920-397-9901
Fax No.: _____
Email: sweihert@fortatkinsonwi.gov

Description	Unit Price	Qty	Selected Option Price
1 Rear Entry Chrysler Van	\$ 72,262.00	1	\$ 72,262.00
2 Rigid seats in 2nd row in lieu of fold away seats	\$ (697.00)		\$ -
3 No seats in 2nd row	\$ (1,255.00)		\$ -
4 No seats in 3rd row	\$ (1,179.00)	1	\$ (1,179.00)
5 Spare tire and wheel (loaded loose) Mounted spare tire, wheel, jack, cover	\$ 452.00		\$ -
6 (not compatible with 3rd row seat)	not available		
7 Radio ground plane & wiring	\$ 225.00		\$ -
8 Chrysler OEM color	not available		
9 Non-OEM color (or paint stock unit)	\$ 13,696.00		\$ -
9 Q-8300-SC Retractors (per w/c position)	\$ 375.00		\$ -
10 Incline Electric W/C Retractor System (limited availability)	\$ 3,950.00		\$ -
10 Q'Straint QER Electrical Retractor System	\$ 1,290.00	1	\$ 1,290.00
11 Title and Registration Fee	\$ 249.00		\$ -
12			\$ -
13			\$ -
14			\$ -
15			\$ -
16			\$ -

TOTAL VEHICLE COST INCLUDING OPTIONS ABOVE \$ 72,373.00

TOTAL ORDER COST \$ 72,373.00

X
PURCHASER'S SIGNATURE

11/30/2023
Date

For pricing assistance, please contact Cathy Hanley
6401 Seaman Rd., PO Box 167230, Oregon, OH 43616-7230
1-800-227-3572 chanley@tescobus.com

Rev 06/05/2023



MEMORANDUM

DATE: December 5, 2023

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Appointment of Election Inspectors for a two-year cycle

BACKGROUND

An election official is defined as “an individual who is charged with any duties relating to the conduct of an election” Wis State. 5.02. County and municipal clerks are election officials as are election inspectors, chief inspectors, greeters and canvas board members. Election officials perform a very important public service by enhancing the high quality and integrity of our elections. Wisconsin Statutes Chapter 7 prescribes the selection, training and duties for officials.

DISCUSSION

At a meeting in December, not later than December 31, 2023, the municipal governing body shall appoint Election Inspectors for a two-year term which begins January 1, 2024, and ends December 31, 2025. Wis. Stats. §§ 7.30(4)(a), 7.30(6). Election inspectors staff the polling place on Election Day, preserve the order of the process, register electors, record electors, issue ballots, monitor voting equipment and properly complete required forms.

Inspectors are required to attend training every two years and must have attended training within two years of any election at which they serve. I conducted training sessions in late October 2023 and I always have a training the week before an election for the inspectors scheduled to work that immediate election

FINANCIAL ANALYSIS

There is no financial impact for appointment and training of inspectors.

RECOMMENDATION

Staff recommends the appointment of Election Inspectors for the election cycle beginning January 1, 2024 and ending December 31, 2025.

ATTACHMENTS

Alphabetical list of Election Inspectors

Appointment of Election Inspectors January 1, 2024 - December 31, 2025

Name, Last	Name, First	Party Affiliation	Name, Last	Name, First	Party Affiliation
Abel	Donna	Unaffiliated	Latorraca	Ellen	Unaffiliated
Armin	Steve	Unaffiliated	Lembitz	Lance	Unaffiliated
Austin	Wava	Unaffiliated	Maas	Tom	Unaffiliated
Baker	Kevin	Unaffiliated	Mroz	Kara	Unaffiliated
Black	Jodi	Unaffiliated	Myren-Celkis	Kaitlin	Unaffiliated
Bleecker	Rick	Unaffiliated	Nakashima	Anna	Unaffiliated
Brown	Judy	Unaffiliated	Nyquist	Laura	Unaffiliated
Butts	Catherine	Unaffiliated	Palenik-Kilroy	Sandy	Unaffiliated
Clayton	Jess	Unaffiliated	Pett	Nancy	Unaffiliated
Drury	John	Unaffiliated	Quinn	Rhona	Unaffiliated
Ebbert	Melodee	Unaffiliated	Roahen	Dan	Unaffiliated
Fick	Tom	Unaffiliated	Smillie	Timothy	Unaffiliated
Fitzgerald	Joan	Unaffiliated	Statz	Mark	Unaffiliated
Fragola	Patricia	Unaffiliated	Steele	Yoyi	Unaffiliated
Freson	Helen	Unaffiliated	Steiner	Gina	Unaffiliated
Frigo	David	Unaffiliated	Strunk	Arlene	Unaffiliated
Fromader	Linda	Unaffiliated	Toeller	Nettie	Unaffiliated
Houseman	Rebecca	Unaffiliated	Turk	Linda	Unaffiliated
Hustedt	Doug	Unaffiliated	Tuttle	Becky	Unaffiliated
Hustedt	Pam	Unaffiliated	Urbain	Clair	Unaffiliated
James	Rick	Unaffiliated	Whisner	Michelle	Unaffiliated
James	Vicki	Unaffiliated	Wiehert	Sarah	Unaffiliated
Kakuschke	Kathy	Unaffiliated	Williams	Pam	Unaffiliated
Ketterman	Larry	Unaffiliated	Witkins	Jerry	Unaffiliated
King	Diane	Unaffiliated	Wolff	Karen	Unaffiliated
Koch	Bobbie	Unaffiliated			

Name, Last	Name, First	Party Affiliation
Beauchamp	John	Republican Party Nominated
Flessert	Chris	Republican Party Nominated
Fries	Scott	Republican Party Nominated
Kirk	James	Republican Party Nominated
Newbold	Jeffrey	Republican Party Nominated
Doyle	Carrie	Democrat Party Nominated
Green	Linda	Democrat Party Nominated