



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

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

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

Meeting ID: 599 786 6403

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AGENDA

1. **Call meeting to order**
2. **Roll call**
3. **Public Hearing – 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 January 17, 2023 regular Fort Atkinson City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- b. Review and possible action relating to the **minutes of the January 18, 2023 Police and Fire Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to the **minutes of the January 24, 2023 regular Fort Atkinson Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- d. Review and possible action relating to the **minutes of the January 31, 2023 License Committee meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- e. Review and possible action on **Special Event: Fort Atkinson Generals Baseball Festival** Thursday, June 15, 2023 through Sunday, June 18, 2023 at Jones Park, 600 Janesville Avenue (Ebbert, Clerk/Treasurer/Finance Director)
- f. Review and possible action on **Special Event: Fort Atkinson Chamber of Commerce Farmers Market** on Saturdays starting May 6 through October 28, 2023 at the parking lot located between South Water Street East and Milwaukee Avenue East, from 6 a.m. to 1 p.m. (Ebbert, Clerk/Treasurer/Finance Director)

6. Petitions, Requests, and Communications:

- a. Introduction of a Resolution **Discontinuing a Portion of North 4th Street between McMillen Street and Armenia Street**, City of Fort Atkinson, Jefferson County, and action to set a Public Hearing for March 21, 2023 (Selle, City Engineer/Director of Public Works)

7. Resolutions and Ordinances:

- a. Review and possible action relating to a Resolution adopting the **2023-2028 City of Fort Atkinson Comprehensive Outdoor Recreation Plan** (Franseen, Parks and Recreation Director)
- b. Review and possible action relating to a **Resolution Amending the 2022 Budget to Reallocate Funds from Tax Incremental District #7 to Tax Incremental District #6** (LeMire, City Manager)

8. Reports of Officers, Boards, and Committees:

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

9. Unfinished Business – None

10. New Business:

- a. Review and possible action relating to revisions to the **City of Fort Atkinson Employee Handbook** (Ebbert, Clerk/Treasurer/Finance Director)

- b. Review and possible action relating to an **Amended Rural Ambulance Agreement** between the City of Fort Atkinson and the Town of Koshkonong (LeMire, City Manager)
- c. Review and possible action relating to **Alcohol Beverage License Agent Change Kwik Trip #439**, 1565 Madison Avenue (Ebbert, Clerk/Treasurer/Finance Director)
- d. Review and possible action relating to **Alcohol Beverage License application for Sarahndipity Salon, LLC** the licensing period of February 8, 2023 to June 30, 2023 (Ebbert, Clerk/Treasurer/Finance Director)
- e. Review and possible action on the purchase of **Two Single Axle Plow Trucks for the Department of Public Works** in an amount not to exceed \$420,466 (Williamson, Public Works Superintendent)
- f. Review and possible action on the purchase of **Wheel Loader Repair Parts for the Department of Public Works** in an amount not to exceed \$17,400.50 (Williamson, Public Works Superintendent)
- g. Review and possible action relating to the purchase of an **After Hours Alarm Notification Replacement** for the Water Utility at a cost of not more than \$8,043 (Armstrong, Water Utility Superintendent)

11. Miscellaneous – None

12. Claims, Appropriations and Contract Payments:

- a. Review and possible action relating to **disallow claim against the City of Fort Atkinson** (Ebbert, Clerk/Treasurer/Finance Director)
- b. 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. The City Council may consider a motion to convene in closed session pursuant to State Stat. §19.85(1)(e) to conduct other specified public business where competitive reasons require a closed session [**to negotiate an amendment to the Purchase and Sale Agreement with 2L Loeb LLC**]

14. The City Council may return to open session and may take action relating to an **Amendment to the Purchase and Sale Agreement with 2L Loeb LLC** (Selle, City Engineer/Public Works Director)

15. Adjournment

Date Posted: February 3, 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

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, JANUARY 17, 2023 – 7:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Present: Cm. Becker, Cm. Hartwick, Cm. Johnson, Cm. Schultz and President Scherer. Also present: City Manager, City Engineer, City Attorney, City Clerk/Treasurer, Building Inspector, Chief Bump, Park & Recreation Director and Wastewater Superintendent.

3. PUBLIC HEARINGS - NONE

4. PUBLIC COMMENT - NONE

5. CONSENT AGENDA:

- a. *Review and possible action relating to the minutes of the January 3, 2023 regular City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- b. *Review and possible action relating to the minutes of the January 10, 2023 Finance Committee meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- c. *Review and possible action relating to building, plumbing, and electrical permit report for December 2022 (Draeger, Building Inspector/Zoning Administrator)*
- d. *Review and possible action relating to the City Clerk-issued License and Permit Report for December 2022 (Ebbert, Clerk/Treasurer/Finance Director)*
- e. *City, Sewer, Water, and Stormwater Utility Financial Statements as of December 31, 2022 (Ebbert, Clerk/Treasurer/Finance Director)* This item was removed from the Consent Agenda.
- f. *Review and Possible action on a Special Event: Fort Atkinson Parks and Recreation's Adult Recess, Friday May 12 and Friday Sept. 8, 2023, 6-9 p.m. at Jones Park (Ebbert, Clerk/Treasurer/Finance Director)*
- g. *Review and Possible action on a Special Event: Candlelight Ski and Hike, Saturday, Feb. 4, 2023, 2-8 p.m. at Haumerson's Pond (Ebbert, Clerk/Treasurer/Finance Director)*

Cm. Schultz made a correction to the City Council minutes to revise a comment he made to state the following: 'Cm. Schultz suggested the Council put aside subjective or quantitative estimates from the applicants and focus on what message is being sent to business owners.'

Cm. Becker moved, seconded by Cm. Hartwick to remove Consent Agenda item *e. City, Sewer, Water, and Stormwater Utility Financial Statements as of December 31, 2022 (Ebbert, Clerk/Treasurer/Finance Director) upon staff request*. This item was removed from the Consent Agenda.

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

6. PETITIONS, REQUESTS, AND COMMUNICATIONS:

a. Presentation from Associated Appraisal relating to the proposed 2023 Interim Market Update

Justin Wiersma, Project Manager for Associated Appraisal presented the Interim Market Update (IMU) to the Council. An IMU will be done to bring property values up to 100% of market value as the City is currently at 70% of residential market value. The Assessors will be adjusting the model of assessments, performing maintenance work, following up on property splits and new construction. Associated will be hosting Open Book and the Board of Review during the summer with dates yet to be scheduled. Every attempt will be made to allow property owners an opportunity to discuss their assessment with a Project Manager. Every parcel that has a change in value will receive a notice that includes the open book and board of review schedules.

No action required.

b. Review and possible action relating to an Interim Market Update by Associated Appraisal (Ebbert, Clerk/Treasurer/Finance Director)

Clerk Ebbert discussed that the City of Fort Atkinson has not been in compliance with State Statutes relating to assessment ration since 2019. If a municipality is out of compliance for five years in a row, the State will perform a revaluation at the municipality's expense. In order to avoid that, City staff has requested that the contracted assessor, Associated Appraisal Consultants, provide the City with options to return to compliance. Because the City last performed a full revaluation in 2017, Associated Appraisal recommended the option for an Interim Market Update (IMU). The IMU meets the State requirements for compliance without the intensity and expense of a full revaluation. This update will be performed with an end goal of recalibrating the assessed values of the properties within the City and being compliant with State Statutes. This process is critically important in maintaining equity between and among all taxpayers.

Cm. Becker moved, seconded by Cm. Schultz to approve the Interim Market Update by Associated Appraisal for a budgeted cost of \$35,000. Motion carried.

7. RESOLUTIONS AND ORDINANCES – NONE

8. REPORTS OF OFFICERS, BOARDS, AND COMMITTEES:

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

No action required.

9. UNFINISHED BUSINESS – NONE

10. NEW BUSINESS:

- a. Review and possible action relating to moving the date of the City Council meeting on February 21 to February 23 and on April 4 to April 6 due to elections (Ebbert, Clerk/Treasurer/Finance Director)*

Cm. Hartwick moved, seconded by Cm. Becker to approve moving the date of the City Council meeting on February 21 to February 23 and the meeting on April 4 to April 6 due to elections. Motion carried.

- b. Review and possible action relating to the purchase of Portable Radios from the 2023 CIP at a cost of not more than \$11,925.76 (Bump, Chief of Police)*

Chief Bump discussed how the Police Department is set to replace six (6) portable radios in 2023. Funds were established in the 2023 Budget in the levy-supported Capital Improvements Project budget in the amount of \$13,000.00. The six handheld/portable radios will supply officers with portable radios that comply with communication platform upgrades at the County level. These are the final 6 radios needed to equip the agency.

Cm. Hartwick moved, seconded by Cm. Johnson I move to authorize the purchase of Portable Radios from General Communications through the 2023 CIP at a cost of not to exceed \$11,925.76 for the Police Department. Motion carried.

- c. Review and possible action relating to the State/Municipal Agreement for the resurface and repair of South Main Street (Selle, City Engineer/Public Works Director)*

Engineer Selle began that staff had applied for and received WisDOT grants, through the Bipartisan Infrastructure Law (BIL) for roadway improvements in the City. Grants to resurface South Main Street from Rockwell Avenue to Whitewater Avenue, and Commonwealth Drive from Lexington Blvd to Montclair Blvd were awarded. City Staff proposed complete resurfacing of the roadway and spot repair to the curb and gutter for each of these sections of roadway.

Cm. Becker moved, seconded by Cm. Schultz to approve the State/Municipal Agreement for the resurface and repair of S. Main St. and authorize staff to execute the agreement. Motion carried.

- d. Review and possible action relating to the State/Municipal Agreement for the resurface and repair of Commonwealth Dr. (Selle, City Engineer/Public Works Director)*

Cm. Hartwick moved, seconded by Cm. Johnson to approve the State/Municipal Agreement for the resurface and repair of Commonwealth Dr. and authorize staff to execute the agreement. Motion carried.

- e. Review and possible action related to the purchase of replacement Front End Loader at the Wastewater Utility at a cost of \$160,455 (Christensen, Wastewater Superintendent)*

Superintendent Christensen presented the 2023 Utility Budget that includes \$175,000 in the CIP for the purchase of a Front End Loader to replace the current Michigan/Volvo L70 that was purchased in 1992. Many parts are no longer available for the 30+ year old loader making repairs difficult. The Front End Loader is used year-round for biosolids handling including loading of the field application truck, moving and stacking biosolids in the storage building, and for snow removal in and around the plant grounds. The current loader will be traded in with a credit towards the purchase of it's replacement.

Cm. Becker moved, seconded by Cm. Johnson to authorize the purchase of a replacement Font End Loader from Aring Equipment for the Wastewater Utility at a cost not to exceed \$160,455, including the trade-in of the current 1992 Michigan L70 loader. Motion carried.

f. Review and possible action related to the purchase of emergency replacement of Digester Blower #3 Variable Frequency Drive for the Wastewater Utility (Christensen, Wastewater Superintendent)

Superintendent Christensen reviewed the failure of the electric motor for aerobic digester blower #3 in December. The aerobic digesters use compressed air as an oxygen source to support biological activity in the process. Air is supplied by a positive displacement blower. Each of the three blowers is powered by a 150 HP, 3600 RPM, 2 pole, 460V electric motor. A replacement motor was needed immediately and investigated upon failure. Because of the specialty nature of this motor staff found that the manufacturer of the blower had the only in-stock availability. A purchase order was issued to Aerzen USA at a cost of \$16,072.81. Although no other motors were found in-stock with other suppliers, the cost to order would have been only slightly less, with a six month delivery.

Cm. Hartwick moved, seconded by Cm. Johnson to authorize the purchase of the Digester Blower #3 Variable Frequency Drive for the Wastewater Utility from L.W. Allen/Altronex for \$24,380 to be paid for using the Wastewater Utility Replacement Expense account. Motion carried.

g. Review and possible action related to the emergency purchase of Aerobic Digester Blower #3 Motor Replacement (Christensen, Wastewater Superintendent)

Cm. Becker moved, seconded by Cm. Schultz to authorize the purchase of the Aerobic Digester Blower #3 Motor Replacement from Aerzen USA for \$16,072.81 to be paid for using the Wastewater Utility Replacement Expense account. Motion carried.

11. MISCELLANEOUS – NONE

12. CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS:

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

Cm. Becker moved, seconded by Cm. Schultz to approve the Verified Claims as presented. Motion carried on a roll call vote.

13. THE CITY COUNCIL MAY CONSIDER A MOTION TO CONVENE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(E) TO CONDUCT OTHER SPECIFIED PUBLIC BUSINESS WHERE COMPETITIVE REASONS REQUIRE A CLOSED SESSION [TO NEGOTIATE AN AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH 2L LOEB LLC]

Cm. Becker moved, seconded by Cm. Hartwick to adjourn into closed session pursuant to State Stat. §19.85(1)(e) to conduct other specified public business where competitive reasons require a closed session for the following reasons: to negotiate an amendment to the Purchase and Sale Agreement with 2L Loeb LLC; to review elements of a Development Agreement with Tip of the Spear LLC; to review elements of a Development Agreement with Hoffman Development Group/Cedarprise; and review elements of a Development Agreement with Fort HealthCare. Motion carried.

14. THE CITY COUNCIL MAY CONTINUE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(E) TO CONDUCT OTHER SPECIFIED PUBLIC BUSINESS WHERE COMPETITIVE REASONS REQUIRE A CLOSED SESSION [TO REVIEW ELEMENTS OF A DEVELOPMENT AGREEMENT WITH TIP OF THE SPEAR LLC]

15. THE CITY COUNCIL MAY CONTINUE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(E) TO CONDUCT OTHER SPECIFIED PUBLIC BUSINESS WHERE COMPETITIVE REASONS REQUIRE A CLOSED SESSION [TO REVIEW ELEMENTS OF A DEVELOPMENT AGREEMENT WITH HOFFMAN DEVELOPMENT GROUP/CEDARPRISE]

16. THE CITY COUNCIL MAY CONTINUE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(E) TO CONDUCT OTHER SPECIFIED PUBLIC BUSINESS WHERE COMPETITIVE REASONS REQUIRE A CLOSED SESSION [TO REVIEW ELEMENTS OF A DEVELOPMENT AGREEMENT WITH FORT HEALTHCARE]

17. ADJOURNMENT

Cm. Hartwick moved, seconded by Cm. Becker to adjourn. Meeting adjourned at 9:42 pm.

Respectfully submitted,
Michelle Ebbert
City Clerk/Treasurer



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

**POLICE AND FIRE COMMISSION MEETING
IN PERSON
WEDNESDAY, JANUARY 18, 2023 – 1:00 P.M.
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Present: Commission members present: Frame, Jones, Raub, Schultz, and Turk. Also present: City Manager, Police Chief and Clerk/Treasurer.

3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE NOVEMBER 15, 2022 MEETING OF THE POLICE AND FIRE COMMISSION

Schultz moved, seconded by Raub to approve the minutes of November 15, 2022 meeting of the Police and Fire Commission. Motion carried unanimously.

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

Chief Bump reviewed the hiring process timeline to date that began November 30th for a lateral transfer. Following review of the submissions, two candidates were interviewed on this date. The interview panel agreed on the top candidate.

Jones moved, seconded Schultz by 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.

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

Schultz moved, Jones seconded to establish an eligibility list for 12 months effective January 18th to include the second candidate that was interviewed on this date. Motion carried unanimously.

6. ADJOURNMENT

Turk moved, seconded by Jones to adjourn. Meeting at adjourned at 1:16 pm.

Respectfully submitted,
Michelle Ebbert
City Clerk/Treasurer



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, JANUARY 24, 2023 – 4:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Commission Members: Highfield, Kessenich, Lescohier, Schultz, Gray, Engineer Selle and Manager LeMire. Also present: City Attorney, City Clerk/Treasurer, Park & Rec Director and Building Inspector.

**3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE DECEMBER 13, 2022
REGULAR PLAN COMMISSION MEETING**

Cm. Highfield moved, seconded by Cm. Kessenich to approve the minutes of the December 13, 2022 regular Plan Commission meeting. Motion carried.

**4. REVIEW, PRESENTATION AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL
RELATING TO THE PARKS AND RECREATION COMPREHENSIVE OUTDOOR RECREATION
PLAN (FRANSEEN)**

Director Franseen introduced the Comprehensive Outdoor Recreation Plan (CORP) as a planning document that sets goals unique to Fort Atkinson's Parks and Recreation Program. This planning document provides an inventory of existing park and recreational facilities; an analysis of parkland and recreation needs and demands; demographic trends; recommendations for improving existing parks, bicycle, and pedestrian facilities; and implementation strategies. On April 19, 2022, the City Council authorized a contract with MSA to create the City's first CORP (last updated in 1990). Since then, MSA, City Staff, and the Parks and Recreation Advisory Board have worked on preparing the CORP through discussions, a community survey, two public input events, and two key stakeholder meetings. On December 14, 2022, the Parks and Recreation Advisory Board recommended adoption of the 2023-2028 Comprehensive Outdoor Recreation Plan.

Cm. Lescohier moved, seconded by Cm. Schultz to recommend that the City Council adopt the 2023-2028 Comprehensive Outdoor Recreation Plan document. Motion carried.

**5. PRESENTATION TO THE PLAN COMMISSION ON TIP OF THE SPEAR LLC CONCEPT PLAN FOR
A 72-UNIT APARTMENT COMPLEX ALONG CAMPUS DRIVE (SELLE)**

Engineer Selle introduced Ryan Quam, owner of Tip of the Spear. Quam began with discussing the properties that were annexed into the City in 2022 on Campus Drive and shared the proposal to construct two 4-story, 36-unit apartment buildings on the site. The first building would tentatively be started in July 2023 (pending approvals) with leasing available May 2024. Building #2 would break ground August 2024 with leasing available May 2025. The units will be a mixture of 1-bedroom, 2-bedroom, and 2-bedroom + loft configurations. Parking will be a combination of underground (below the building) and surface parking. The area is included within the City's new TID District.

No action was taken as this will be brought back for formal action at a later date.

6. **ADJOURNMENT**

Cm. Gray moved, seconded by Cm. Kessenich to adjourn. Meeting adjourned at 4:40 pm.

Respectfully submitted,
Michelle Ebbert
City Clerk/Treasurer



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

**LICENSE COMMITTEE MEETING
IN PERSON AND VIA ZOOM
TUESDAY, JANUARY 31, 2023 – 4:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

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

2. ROLL CALL

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

3. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO RENEWAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION FROM FORT ATKINSON LIONS CLUB, FOR USE AT RALPH PARK FOR A CLASS "B" FERMENTED MALT BEVERAGE LICENSE FOR THE LICENSING PERIOD OF MAY 1, 2023 THROUGH OCTOBER 31, 2023. (EBBERT)

Clerk Ebbert presented the application for the Lions' 39th season running the concession stand at Ralph Park. The Lions purchase products from distributors and have a licensed bartender on every shift. The stand is open on Mondays, Tuesdays and Thursdays during the adult softball league May through August.

Cm. Schultz moved, seconded by Cm. Johnson to recommend to the City Council the Renewal Alcohol Beverage License application from Fort Atkinson Lions Club for use at Ralph Park for a Class "B" Fermented Malt Beverage License for the period of May 1, 2023 through October 31, 2023. Motion carried.

4. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO RENEWAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION FROM FORT ATKINSON GENERALS BASEBALL TEAM INC, FOR USE AT JONES PARK FOR A CLASS "B" FERMENTED MALT BEVERAGE LICENSE FOR THE LICENSING PERIOD OF APRIL 1, 2023 THROUGH SEPTEMBER 30, 2023. (EBBERT)

Clerk Ebbert discussed the submission from Generals Baseball Team to sell beer at the Jones Park concession stand during home games and community events. The Team purchases beer from distributors and has licensed bartenders per event.

Cm. Johnson moved, seconded by Cm. Schultz to recommend to the City Council the Renewal Alcohol Beverage License application from Fort Atkinson Generals Baseball Team for use at Jones Park for a Class "B" Fermented Malt Beverage License for the period of April 1, 2023 through September 30, 2023. Motion carried.

5. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION FROM AARSAN FORT PLAZA, LLC, 1220 JANESVILLE AVENUE FOR A “CLASS A” INTOXICATING LIQUOR AND CLASS “A” FERMENTED MALT BEVERAGE LICENSE FOR THE LICENSING PERIOD OF FEBRUARY 24, 2023 THROUGH JUNE 30, 2023. (EBBERT)

Clerk Ebbert reviewed the application submitted by AARSAN LLC for use at 1220 Janesville Street, currently Lions Quick Mart. Mr. Patel purchased the property on January 31st and will take over the business, currently Lions Quick Mart, on February 24, 2023 upon approval and issuance of a Class A license. Appropriate documentation was submitted with a successful background check being performed. Clerk Ebbert discussed the process of a location surrendering their license contingent upon the new applicant being approved.

Cm Johnson moved, seconded by President Scherer to recommend to the City Council the Original Alcohol Beverage License application from AARSAN Fort Plaza, LLC, 1220 Janesville Avenue for a “Class A” Intoxicating Liquor and Class “A” Fermented Malt Beverage license for the licensing period of February 24, 2023 through June 30, 2023. Motion carried.

6. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION FROM SARAHNDIPITY SALON LLC, 121 N. MAIN STREET FOR A “CLASS A” INTOXICATING LIQUOR LICENSE FOR THE LICENSING PERIOD OF FEBRUARY 8, 2023 THROUGH JUNE 30, 2023. (EBBERT)

Clerk Ebbert presented the application from Sarahndipity to sell intoxicating liquor at her location, 121 N. Main Street. All documentation was provided including a copy of the lease and a successful background check was completed by the Police Department.

Ms. McKinney was present to discuss her application following her customers’ request after the closure of Humphrey Floral & Gift. McKinney had renovated her salon and boutique and has increased the variety of items she has for sale. Along with hair products, she is starting to sell jewelry, treasures, knick-knacks, cocktail infusions, headbands, coasters and household items that can be assembled as a gift/basket from local businesses. She added that she is participating in an shopping event that includes neighboring businesses and could bring in many customers.

The Committee requested additional information be provided including a layout of the store, where alcohol will be on display, types of wine/liquor, quantities of ordering and estimated sales and marketing plans. These items will be included for Council review and action at their February 7, 2023 meeting.

Cm Schultz moved, seconded by Cm. Johnson to recommend to the City Council an Original Alcohol Beverage License Application for Sarahndipity Salon, LLC, 121 N. Main Street for a “Class A” Intoxicating Liquor license for the licensing period of February 8, 2023 through June 30, 2023. Motion carried.

Ms. McKinney confirmed she will provide additional material as requested by the Committee.

7. ADJOURNMENT

Cm. Johnson moved, seconded by Cm. Schultz to adjourn. Meeting adjourned at 4:33 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

MEMORANDUM

DATE: February 7, 2023

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Special Event:
Fort Atkinson Generals Baseball Festival

BACKGROUND

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

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

DISCUSSION

Event: Fort Atkinson Generals Baseball Festival

Dates and Hours of Event:

Thursday June 15 th	6:15 pm to 11:59 pm
Friday June 16 th	6:15 pm to 11:59 pm
Saturday June 17 th	10:00 am to 11:59 pm
Sunday June 18 th	12:00 pm to 4:00 pm

Location: Jones Park, 600 Janesville Avenue

Contact Person: Tim Garant, fortgeneralsbaseball@gmail.com

Estimated Number of Attendees: 2,500 over 4 days

Please refer to the attached event description that detail health, safety measures and the layout with increased restrooms and washing stations.

Event information was routed to Departments without any concerns provided. Parks and Public Works Departments will assist with proper refuse receptacles and barricades. Chief Bump indicated extra Patrol will be provided which may result in overtime for the Police Department. The City Electrician provided requirements to the applicant.

There is live music scheduled on Saturday June 18th from approximately 7:00 pm to 11:00 pm.

FINANCIAL ANALYSIS

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

RECOMMENDATION


Staff recommends that City Council approve the Fort Atkinson General Baseball Festival Special Event on June 15th thru June 18th at Jones Park.

ATTACHMENTS

Special Event Application, Event Description, Site Plan Layout.



CITY OF FORT ATKINSON
Special Event Application

Name of Business/Group Organizing Event: Fort Atkinson Generals Baseball Team, Inc	
Contact Person for Event: Tim Garant - Agent for Fort Atkinson Generals Baseball Team, Inc	
Phone Number: (920) 222-1284	Email: fortgeneralsbaseball@gmail.com
Is the Business/Group Organizing Event: <input checked="" type="checkbox"/> For profit or <input type="checkbox"/> Non-Profit	
Special Event Details	
Event Name: Fort Atkinson Generals Baseball Festival	
Event Date: June 15th - 18th	
Event Location: 600 Janesville Avenue, Fort Atkinson, WI 53538 / Jones Park	
Estimated Number of Attendees: 2,500 + over the 4 days	Hours of Event: 15th & 16th: 6:15pm - 11:59pm / 17th: 10:00am - 11:59pm 18th: 12:00pm - 4:00pm
<p>Check all applicable boxes:</p> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> I am renting a City Park</div><div>Attach copy of paid park rental from Parks & Recreation (920) 563-7781.</div></div> <div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> I will be having music</div><div>Start and end time of music: Possibly - 6/16 from 7:30pm to 11pm / Yes - 6/17 from 7:30pm to 11:30pm</div></div> <div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> I will be closing a street(s)</div><div>Attach site diagram with details. Barricades can be provided by Public Works upon request (920) 563-7771.</div></div> <div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> I will be selling beer and/or wine*</div><div>Attach Temporary License and Bartender/Operator Applications. Contact City Clerk (920) 563-7760</div></div> <p><i>*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.</i></p> <div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> I will be erecting a tent, canopy or other temporary structure.</div><div></div></div>	
<p>By signing, I agree to the following statements:</p> <p>I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I am responsible to contact each Department to arrange for assistance. I understand I am responsible for timely clean up after the event.</p> <p>Responsible Party Signature: </p>	

Office Use Only

Date Submitted to Clerk:

Date Emailed to Departments:

Department	Comments, Concerns, Action(s) to be taken
<input type="checkbox"/> Clerk/Treasurer	
<input type="checkbox"/> EMS - Ryan Brothers Ambulance	
<input type="checkbox"/> Engineer and Building Inspection	
<input type="checkbox"/> Electrician	
<input type="checkbox"/> Fire and Rescue Department	
<input type="checkbox"/> Library and Museum	
<input type="checkbox"/> Parks & Recreation	
<input type="checkbox"/> Police Department	
<input type="checkbox"/> Public Works Department	
<input type="checkbox"/> Wastewater and Water Utility	

Date Reported to City Council (if necessary):
Comments, Contingencies, Findings:

 **Represents Porta Potties**

S 6th St

S 6th St

S 6th St

S 6th St

**BARRICADE
TO CLOSE ACCESS**

**ENTERTAINMENT
TENT**

**FOOD
TRUCKS**

**CARNIVAL SETUP
AND RIDES**

**PARKING
OVERFLOW**

Jones Park

Park St

Park St

Google

Park St

Park St





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

MEMORANDUM

DATE: February 7, 2023

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Special Event: Fort Atkinson Chamber of Commerce Farmers Market

BACKGROUND

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

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

DISCUSSION

Event: Farmers Market

Date: Saturdays beginning May 6, 2023 to Saturday October 28, 2023

Location: Parking Lot Water Street/Milwaukee Avenue.

Contact Person: Haley Kessler, Market Manager

Hours of Event: 6:00 am-1:00 pm

Estimated Number of Attendees: 200-500

Event information was routed to Departments without any concerns provided.

Public Works will provide appropriate barricades for traffic flow and closure.

FINANCIAL ANALYSIS

Departments have been able to assist with delivery of requested items without additional labor or supply costs. There is no financial impact to the City of Fort Atkinson for the event at this time.

RECOMMENDATION


Staff recommends that City Council approve the Special Event for the Fort Atkinson Chamber of Commerce Fort Farmers Market on Saturdays beginning May 6, 2023 thru Saturday October 28, 2023.

ATTACHMENTS

Special Event Application, Information Letter



CITY OF FORT ATKINSON
Special Event Application

Name of Business/Group Organizing Event: Fort Atkinson Area Chamber of Commerce	
Contact Person for Event: Haley Kessler	
Phone Number: 920-563-3210	Email: Manager.fortfarmersmarket@gmail.com
Is the Business/Group Organizing Event: <input type="checkbox"/> For profit or <input checked="" type="checkbox"/> Non-Profit	
Special Event Details	
Event Name: Summer Farmers Markets	
Event Date: Each Saturday, May thru Oct of 2023	
Event Location: Market Square	
Estimated Number of Attendees: 200 / weekend	Hours of Event: 8AM - noon
Check all applicable boxes:	
<input type="checkbox"/> I am renting a City Park	Attach copy of paid park rental from Parks & Recreation (920) 563-7781.
<input checked="" type="checkbox"/> I will be having music	Start and end time of music: 8AM - noon
<input type="checkbox"/> I will be closing a street(s)	Attach site diagram with details. Barricades can be provided by Public Works upon request (920) 563-7771.
<input type="checkbox"/> I will be selling beer and/or wine*	Attach Temporary License and Bartender/Operator Applications. Contact City Clerk (920) 563-7760
*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.	
<input checked="" type="checkbox"/> I will be erecting a tent, canopy or other temporary structure.	
By signing, I agree to the following statements:	
I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I am responsible to contact each Department to arrange for assistance. I understand I am responsible for timely clean up after the event.	
Responsible Party Signature:	

Office Use Only

Date Submitted to Clerk: Date Emailed to Departments:

Department	Comments, Concerns, Action(s) to be taken
<input type="checkbox"/> Clerk/Treasurer	
<input type="checkbox"/> EMS - Ryan Brothers Ambulance	
<input type="checkbox"/> Engineer and Building Inspection	
<input type="checkbox"/> Electrician	
<input type="checkbox"/> Fire and Rescue Department	
<input type="checkbox"/> Library and Museum	
<input type="checkbox"/> Parks & Recreation	
<input type="checkbox"/> Police Department	
<input type="checkbox"/> Public Works Department	
<input type="checkbox"/> Wastewater and Water Utility	

Date Reported to City Council (if necessary):

Comments, Contingencies, Findings:

--

2023

Good morning Brooke,

Thank you for taking care of the Dumpster items.

This is completely my fault as I got used to Scott doing this without asking for years. I have items that I thought I should list as this will fall on P&R if I am correct.

1. I will need extra garbage and recycle cans at the park for Fest.
2. I will need an extra box of the large black garbage bags. We will go through at least one box (not sure how many rolls of bags are in a box).
3. I will need to get (10) plastic barrels to put our wood planks on to make our entertainment tent bar. I believe they are blue.
4. We normally have (10) picnic tables brought to Jones from other parks around the city.
5. The carnival arrives Monday June 14th and they need to have all water and electrical boxes on at the park (Jeff or Nick Armstrong knows which ones-electrical). I will contact the carnival where to park since we have a car show Monday (14th) and they will need to park off to the side until Tuesday.
6. We will need the horseshoe pits mowed and sand added (if needed) as we are having a tournament on Saturday June 19th.
7. Someone usually brings 4-6 barricades to the north entrance of the park, so we can put them where we don't want cars driving and so Ryan ambulance can park on the road leading into the park.

This is a lot, but I think I covered everything. Josh Crandall and your other team members know a lot of these tasks (what to do), but I am also available for a call.

Please let me know if you have any questions and if you would please let me know you received this email.

Thank You,
Jim

--

Jim Roethel
P.O. Box 2
Fort Atkinson, WI 53538
(262)617-6251

2022

Good Morning Brooke and Brett, as in years past I have put together a list of items we need from the P&R/City for Fest weekend. Please let me know if any of these requests are an issue.

1. We will need the small dumpster at Jones Park (east side) moved to the grass area by the shelter near 6th street on Tuesday June 14th (morning)-The tent install team might be coming Tuesday morning this year. We will need an additional large dumpster dropped next to the small in the grass area as we have done in years past. If they can empty dumpsters on Saturday morning, that would be great. My email from last year has you communicating with Samantha at GFL.

2. We will need additional Recycled and regular garbage cans around the park. An additional 5-10 should work.

3. We will need 5-10 additional picnic tables delivered to the park. Looking for (5) on the west side of the concession stand and (5) on the east side of the green monster by the slides.

4. Will need horseshoe pits mowed and sand filled Thursday of Fest week if possible.

5. We need 8-10 blue barrels for the Tent bar (not sure who brought them down last year).

6. We will assist in getting the park looking great as the Discover WI film crew will be at the park Thursday June 16th

I am sure I missed something, so I will reach out if I remember what it is.

Thank you and please confirm.

Jim

MEMORANDUM

DATE: February 7, 2023

TO: Fort Atkinson City Council

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

RE: Introduction of Resolution Discontinuing a Portion of North 4th Street between Armenia Street and McMillen Street, City of Fort Atkinson, Jefferson County, Wisconsin and action to set a Public Hearing for March 21, 2023

BACKGROUND

Fort Healthcare has requested the City Council consider the discontinuance of the right of way of N 4th St between Armenia St and McMillen St. Fort Healthcare has purchased the four homes abutting the section of N 4th St that is requested to be considered for discontinuance. The discontinuance would allow Fort Healthcare to extend their parking area to the north and maintain a buffer to existing homes that would remain.

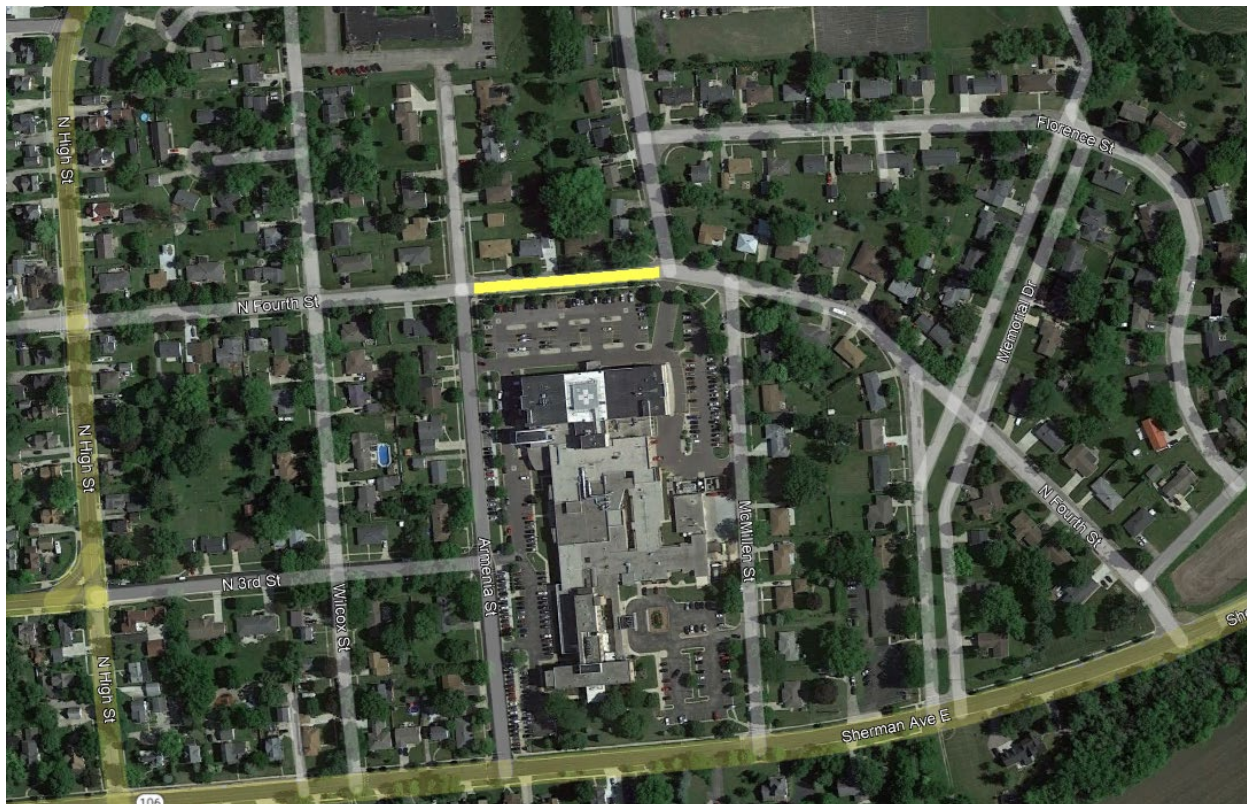


Figure 1: Requested discontinuance along N 4th St (yellow).

The process of Right of way discontinuance is covered in state statute 66.1003. The statute indicates that proceedings to consider the discontinuance may be initiated by the City Council by the introduction of a resolution declaring that it is in the public interest to consider the discontinuance. A meeting must be set not less than 40 days following the introduction of the resolution to consider its merits. The Council will consider the resolution at its March 21, 2023 meeting following a public hearing at that same meeting. A schedule for the public process is attached to this memo, including required notices and the hearing of such by the Plan Commission on February 28, 2023.

The statute defines affected abutting parcel owners as those within 2,650 feet of the ends of the right of way to be considered for discontinuance. This represents 63 parcel owners, of which 7 are owned by Fort Healthcare. Should one-third of those parcel owners file a written objection to the discontinuance, the Council must pass the resolution with a 4/5 majority in order to proceed. If such objections are not received, the resolution may pass by a simple 3/5 majority.

DISCUSSION

Fort Healthcare held neighborhood meetings on January 18th and February 1st with neighbors in the affected area. All were invited by a mailed letter. City staff were at each meeting and answered the questions of residents when applicable. Residents were provided the schedule for the public meetings and encouraged to reach out to City staff with written objections, additional questions, or letters of support at any time during the process.

City staff will provide a report to the Planning Commission as well as the City Council that will analyze the request relating to any standards and conditions the City's Comprehensive Plan and Zoning Code, as well as review any comments or concerns by City Departments.

RECOMMENDATION

Staff recommends the City Council read the Draft Resolution and set a public hearing for consideration of the final Resolution on March 21, 2023.

ATTACHMENTS

Statute 66.1003

Schedule of Public Meetings

DRAFT Resolution for Discontinuance

66.1003 Discontinuance of a public way.

- (1)** In this section, "public way" means all or any part of a road, street, slip, pier, lane or paved alley.
- (2)** The common council of any city, except a 1st class city, or a village or town board may discontinue all or part of a public way upon the written petition of the owners of all the frontage of the lots and lands abutting upon the public way sought to be discontinued, and of the owners of more than one-third of the frontage of the lots and lands abutting on that portion of the remainder of the public way which lies within 2,650 feet of the ends of the portion to be discontinued, or lies within so much of that 2,650 feet as is within the corporate limits of the city, village or town. The beginning and ending of an alley shall be considered to be within the block in which it is located. This subsection does not apply to a highway upon the line between 2 towns that is subject to s. [82.21](#).
- (3)** The common council of any city, except a 1st class city, or a village or town board may discontinue all or part of an unpaved alley upon the written petition of the owners of more than 50 percent of the frontage of the lots and lands abutting upon the portion of the unpaved alley sought to be discontinued. The beginning and ending of an unpaved alley shall be considered to be within the block in which it is located. This subsection does not apply to a highway upon the line between 2 towns that is subject to s. [82.21](#).
- (4)**
 - (a)** Notwithstanding subs. [\(2\)](#) and [\(3\)](#), proceedings covered by this section may be initiated by the common council or village or town board by the introduction of a resolution declaring that since the public interest requires it, a public way or an unpaved alley is vacated and discontinued. No discontinuance of a public way under this subsection may result in a landlocked parcel of property.
 - (b)** A hearing on the passage of a resolution under par. [\(a\)](#) shall be set by the common council or village or town board on a date which shall not be less than 40 days after the date on which the resolution is introduced. Notice of the hearing shall be given as provided in sub. [\(8\) \(b\)](#), except that in addition notice of the hearing shall be served on the owners of all of the frontage of the lots and lands abutting upon the public way or unpaved alley sought to be discontinued in a manner provided for the service of summons in circuit court at least 30 days before the hearing. When service cannot be made within the city, village or town, a copy of the notice shall be mailed to the owner's last-known address at least 30 days before the hearing.
 - (c)** Except as provided in this paragraph, no discontinuance of the whole or any part of a public way may be ordered under this subsection if a written objection to the proposed discontinuance is filed with the city, village or town clerk by any of the owners abutting on the public way sought to be discontinued or by the owners of more than one-third of the frontage of the lots and lands abutting on the remainder of the public way which lies within 2,650 feet from the ends of the public way proposed to be discontinued or which lies within that portion of the 2,650 feet that is within the corporate limits of the city, village or town. If a written objection is filed, the discontinuance may be ordered only by the favorable vote of two-thirds of the members of the common council or village or town board voting on the proposed discontinuance. An owner of property abutting on a discontinued public way whose property is damaged by the discontinuance may recover damages as provided in ch. [32](#). The beginning and ending of an alley shall be considered to be within the block in which it is located.
 - (d)** No discontinuance of an unpaved alley shall be ordered if a written objection to a proposed discontinuance is filed with the city, village or town clerk by the owner of one parcel of land that abuts the portion of the alley to be discontinued and if the alley provides the only access to off-street parking for the parcel of land owned by the objector.
- (5)** For the purpose of this section, the narrowing, widening, extending or other alteration of any road, street, lane or alley does not constitute a discontinuance of any part of the former road, street, lane or alley, including any right-of-way, which is included within the right-of-way for the new road, street, lane or alley.
- (6)** Whenever any of the lots or lands subject to this section is owned by the state, county, city, village or town, or by a minor or incompetent person, or the title to the lots or lands is held in trust, petitions for

discontinuance or objections to discontinuance may be signed by the governor, chairperson of the board of supervisors of the county, mayor of the city, president of the village, chairperson of the town board, guardian of the minor or incompetent person, or the trustee, respectively, and the signature of any private corporation may be made by its president, secretary or other principal officer or managing agent.

- (7) The city council or village or town board may by resolution discontinue any alley or any portion of an alley which has been abandoned, at any time after the expiration of 5 years from the date of the recording of the plat by which it was dedicated. Failure or neglect to work or use any alley or any portion of an alley for a period of 5 years next preceding the date of notice provided for in sub. (8) (b) shall be considered an abandonment for the purpose of this section.

(8)

- (a) Upon receiving a petition under sub. (2) or (3) or upon the introduction of a resolution under sub. (4), the city, village, town, or county shall deliver a copy of the petition or resolution to all of the following:

1. The secretary of transportation, if the public way or unpaved alley that is the subject of the petition or resolution is located within one-quarter mile of a state trunk highway or connecting highway.
2. The commissioner of railroads, if there is a railroad highway crossing within the portion of the public way that is the subject of the petition or resolution.

- (b) Notice stating when and where the petition or resolution under this section will be acted upon and stating what public way or unpaved alley is proposed to be discontinued shall be published as a class 3 notice under ch. 985.

- (9) In proceedings under this section, s. 840.11 shall be considered as a part of the proceedings.

- (10) Notwithstanding ss. 82.10 and 82.21, no city council or county, village, or town board may discontinue a highway when the discontinuance would deprive a landowner or a public school of all access to a highway.

History: 1973 c. 189 s. 20; Sup. Ct. Order, 67 Wis. 2d 585, 774 (1975); 1975 c. 46; 1993 a. 184, 246, 491; 1995 a. 239; 1999 a. 150 ss. 265, 337 to 343; Stats. 1999 s. 66.1003; 2003 a. 214; 2009 a. 107, 223.

NOTE: 2003 Wis. Act 214, which affected this section, contains extensive explanatory notes.

Cross-reference: See s. 236.43 for other provisions for vacating streets.

The enactment of sub. (2m) [now sub. (5)] did not eliminate any vested rights of abutting property owners. *Miller v. City of Wauwatosa*, 87 Wis. 2d 676, 275 N.W.2d 876 (1979).

An abutting property owner under sub. (2) (c) [now sub. (4) (c)] at the very least must be somehow supporting or sustaining travel on the street. *Voss v. City of Middleton*, 162 Wis. 2d 737, 470 N.W.2d 625 (1991).

The plain language of this section unambiguously shows that a town has authority to proceed under sub. (3) to vacate unpaved alley segments, even when considered in conjunction with ch. 236, which provides for county vacation of platted alleys in towns. The legislature could have exempted roads and alleys that fall under ch. 236, but it did not. That omission shows that the legislature did not intend for ch. 236 to be the exclusive means of dealing with unpaved alleys in recorded plats. *Smerz v. Delafield Town Board*, 2011 WI App 41, 332 Wis. 2d 189, 796 N.W.2d 852, 10-1186.



PROPOSED PUBLIC MEETING SCHEDULE

Matter: North 4th St. Discontinuance (from McMillen Street to Armenia Street)

Tues. Feb 7, 2023 – City Council Meeting (7 PM @ City Hall and via Zoom)

Description: At this meeting City Council introduces the resolution. There may be some discussion among Council Members, but no vote is taken. This simply introduces the matter and begins the public review process.

Public Input: There is no public hearing at this meeting. However, comments from residents are received at the beginning of EVERY City Council meeting for a maximum of 3 minutes. Council may not respond to questions, only listen to resident's comments.

Tues. Feb 28, 2023 – Plan Commission Meeting (4 PM @ City Hall and via Zoom)

Description: The 4th St request will be heard by Plan Commission who will consider if the matter meets basic criteria to be considered by the City Council. A vote to recommend to Council will be taken.

Public Input: Comments from residents are received at the beginning of the meeting for a maximum of 3 minutes. Commission may not respond to questions, only listen to resident's comments.

Tues. Mar 21, 2023 – City Council Meeting (7 PM @ City Hall and via Zoom)

Description: At this meeting City Council will open the Public Hearing on the matter, hearing from anyone present wishing to speak on the matter. Following closure of the hearing, and later on the agenda, the matter will be discussed by Council. Council may take action on the item with a vote.

Public Input: The Public Hearing will be held in the beginning of the meeting. Any citizen is allowed to speak. Generally limited to 3 minutes, there is an opportunity for questions of clarification but the hearing is not a discussion.

NOTE – FORMAL WRITTEN COMMENTS in favor or against, should be submitted to Andy Selle, Director of Public Works, at any point in the process. Formal comments are entered into the record and provided to City Council and Planning Commission. Formal written comments against, from at least 1/3 of the residents abutting N 4th St (Sherman Ave to N High St) require the resolution to pass with a 4/5 majority.

Questions/Comments to:

Andy Selle, Director Public Works

101 N Main St, Fort Atkinson, WI 53538

aselle@fortatkinsonwi.gov 920.397.9901

RESOLUTION NO. _____

**RESOLUTION DISCONTINUING A PORTION
OF N. FOURTH STREET BETWEEN ARMENIA STREET
AND MCMILLAN STREET, CITY OF FORT ATKINSON,
JEFFERSON COUNTY, WISCONSIN**

WHEREAS, the City Council of the City of Fort Atkinson declares that the public interest requires that N. Fourth Street between Armenia Street and McMillian Street, in the City of Fort Atkinson, Jefferson County, Wisconsin be discontinued and vacated as described on Exhibit A attached hereto; and

WHEREAS, this Resolution was introduced before the City Council of the City of Fort Atkinson on **February 7, 2023**, Notice of Pendency of Application to Vacate the described property was filed with the Register of Deeds for Jefferson County on **January _____, 2023**; Notice of Hearing was duly published in the Daily Jefferson County Union, a copy of the Notice of Hearing was served more than 30 days prior to the hearing in the manner prescribed by law on the owners of all of the frontage of the lots and lands abutting upon the portion of said street to be discontinued or a waiver of notice thereof was received; and a public hearing was held before the City Council of the City of Fort Atkinson **on March 21, 2023 at 7:00 o'clock p.m.**

NOW THEREFORE, in accordance with the authority vested in the City of Fort Atkinson by Sec. 66.1103 Wis. Stats.,

BE IT RESOLVED by the City Council of the City of Fort Atkinson that N. Fourth Street between Armenia Street and McMillian Street, in the City of Fort Atkinson, Jefferson County, Wisconsin be discontinued and vacated since the public interest requires it.

The above Resolution was duly adopted by the City of Fort Atkinson at a regular meeting held on _____, 2023.

City of Fort Atkinson City Council

Christopher Scherer, Council President

CERTIFICATION

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Fort Atkinson on the _____ day of _____, 2023.

Michelle Ebbert,
City Clerk/Treasurer/Finance Director

DRAFT



MEMORANDUM

DATE: February 7, 2023

TO: Fort Atkinson City Council

FROM: Brooke Franseen, Parks and Recreation Director

RE: Review and possible action relating to the 2023-2028 City of Fort Atkinson Comprehensive Outdoor Recreation Plan

BACKGROUND

A Comprehensive Outdoor Recreation Plan (CORP) is a planning document that sets goals unique to Fort Atkinson's Parks and Recreation Program. This planning document provides an inventory of existing park and recreational facilities; an analysis of parkland and recreation needs and demands; demographic trends; recommendations for improving existing parks, bicycle, and pedestrian facilities; and implementation strategies.

On April 19, 2022, the City Council authorized the City Manager to execute a contract with MSA to create the City's first CORP (last updated in 1990). Since then, MSA, City Staff, and the Parks and Recreation Advisory Board have worked on preparing the CORP through discussions, a community survey, two public input events, and two key stakeholder meetings. On December 14, 2022, the Parks and Recreation Advisory Board recommended adoption of the 2023-2028 Comprehensive Outdoor Recreation Plan. Additionally, on January 24, 2023, the Fort Atkinson Planning Commission recommended adoption to the City Council.

The primary motivation for preparing a CORP is to be eligible for state and federal grants for acquisition and development of open spaces and facilities. A list of potential grant opportunities is available on page 71 of the CORP. In order to remain eligible, the CORP must be updated every 5 years.

Additional motivation for preparing the CORP was to incorporate anticipated growth and development in the City over the next 5 years. Although this Plan addresses the long-range, comprehensive park and open space needs of the community, it focuses on strategic recommendations for development over the next five-year period in order to meet those long-term needs.

DISCUSSION

MSA performed an analysis of how well the City's existing park and recreation facilities satisfy current needs. The adequacy of the City's existing park and recreation systems are evaluated

using quantitative analysis, geographic analysis, qualitative analysis, and regional and state analysis.

Quantitative Analysis

Currently, the City is providing approximately 255 acres of parkland in total, not counting school facilities, County facilities, or private facilities. This translates to 0.02 acres of parkland per person, or 20 acres per 1,000 residents.

Total Park Acreage Surplus/Deficit (in acres)						
	Year	2020	2025	2030	2035	2040
Population		12,579	13,457	14,039	14,646	15,279
Total Supply (acres)		255	255	255	255	255
Demand (8 acres/1,000)		100.6	107.7	112.3	117.2	122.2
Surplus (8 acres/1,000)		154.4	147.3	142.7	137.8	132.8

Table 4.1 Park Acreage Demand Analysis – Overall Acreage (p.20)

Using a level of service standard of 8 acres of parkland per 1,000 residents (level of standard is identified in the City’s amended 2022 Comprehensive Plan), the City currently has a surplus of 154.4 acres. Assuming the population projections are correct, and the City does not add additional parkland, the total surplus will shrink to 132.8 acres by the year 2040 translating to approximately 17 acres of parkland per 1,000 residents in 2040 if no additional parkland is acquired.

While the City is providing a net surplus of developed parkland, it is important to continue to plat new residential neighborhoods with dedicated public parks. Proximity to parks is an important factor for quality of life, which in turn is important for retaining existing residents and attracting new residents.

Geographic Analysis

The National Recreation and Park Association (NRPA) promotes the 10-Minute Walk Campaign which advocates for “a great park within a 10-minute walk of every person, in every neighborhood, in every city across America.”

Using the 10-Minute Walk as a guiding principle, the green area in Figure 4.2 shows where City residents are within a 10-minute walk of a City-owned park. Figure 4.2 shows that the majority of Fort Atkinson is well served by parks within easy walking distance, and the gaps that do exist appear on the outer reaches of the City.

The most notable areas outside the 10-minute walk radius are described below:

- Yellow Circle: Parcels zoned for Single Family Residential (10,000 sf) and Duplex Residential (9,000 sf) in the southeast corner of the City along Highland Ave and Radloff St.
- Blue Circle: Parcels zoned Single Family Residential (6,000 sf) in the northern portion of the City near Main St and Hickory St.

- Purple Circle: Parcels zoned Single Family Residential (15,000 sf) and Suburban Mixed Use in the northwest corner of City.
- Red Circle: Parcels zoned Single Family Residential (15,000 sf) and Duplex Residential (9,000 sf) near Rock River Park. This gap in the 10-minute walk radius is likely attributed to the complicated nature of the City's municipal boundary around this area. Additionally, even though homes in this area are adjacent to the park, they lack connection points into the eastern portion of the park and may only enter the park through its north or south entrances.

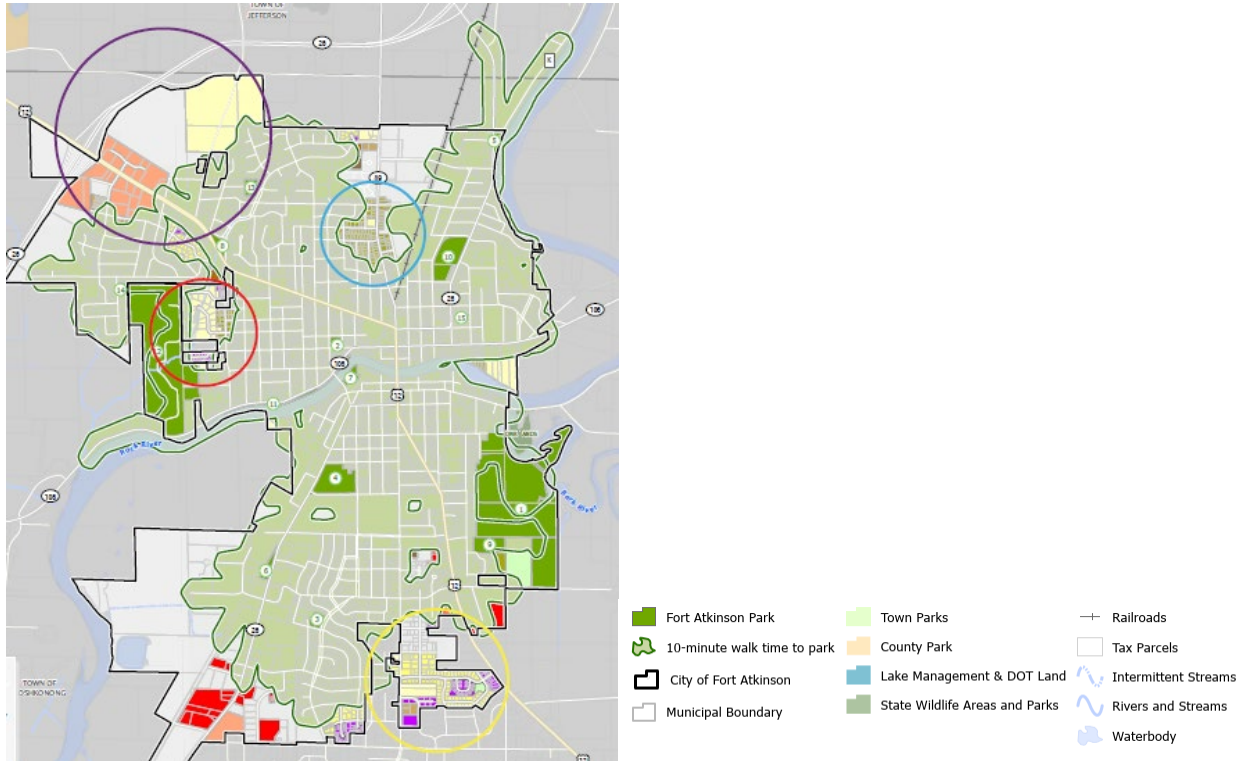


Figure 4.2 Park Service Area Map (p. 22)

Qualitative Analysis

Although national quantitative standards provide a good basis for formulating the recommendations in this Plan, MSA and City Staff also conducted a thorough assessment of the City's existing facilities that provided a qualitative review of the park system through many public engagement opportunities.

Public Engagement	
Cruise Night Pop-Up Event	34 Engagements
Farmer's Market Pop-Up Event	31 Engagements
Stakeholder Focus Groups	6 Civic Organizations & 3 Sports Organizations
Community Survey	570 Respondents

Highlights from the survey results are detailed below:

- 43% of respondents report walking or running for exercise 3 or more times per week.
- The biggest barrier to walking more in Fort Atkinson was condition or lack of sidewalk.
- 72% of respondents report living within reasonable walking or biking distance from a City park or trail.
- 71% of respondents report that the City's slate of programming met the needs of their household.
- The most common activities or facilities survey respondents engaged in at City parks were: walking, biking, aquatic center, Riverwalk, park shelters, and playgrounds.
- The least popular activities or facilities were: pickleball courts, indoor and sand volleyball, and horseshoe pits.
- The top amenities survey respondents would like to see added to the Fort Atkinson Parks system are a splash pad, indoor pool, and dog park.

MSA has identified recommended improvements or maintenance for each park based on community input, MSA recommendations, and City Staff recommendations. It's important to note that this plan identifies conceptual locations and recommendations for different types of parks and recreational facilities. In nearly every case, more detailed planning, engineering, study, budgeting, and discussions will be necessary before decisions are made to actually acquire land or construct recreational facilities.

Proposed Parks & Trails

The four proposed neighborhood parks identified in Figure 5.1 below originate from the City's Amended 2022 Comprehensive Plan. It was determined that the results of this Plan's geographic analysis paralleled these conceptual locations for new parkland identified in the Comprehensive Plan.

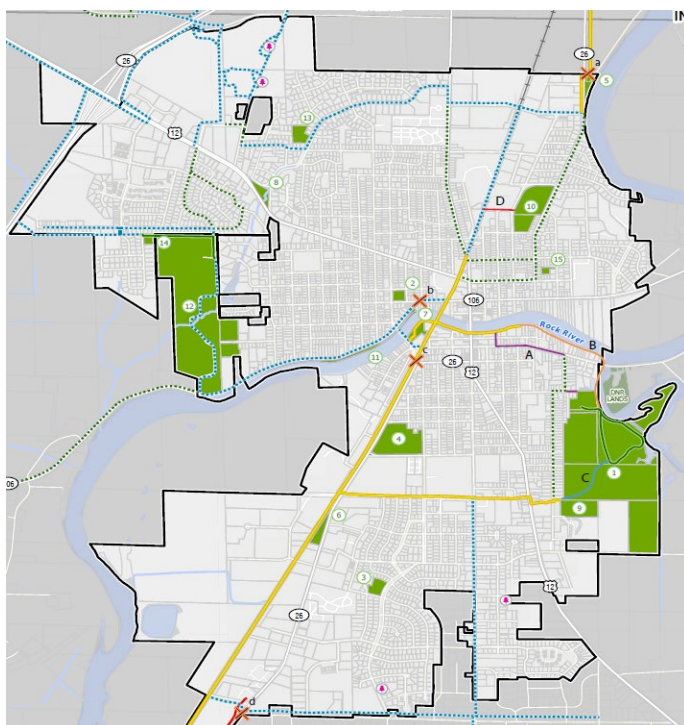


Figure 5.1 Proposed Parks, Trails, and Intersection Improvements (p.67)

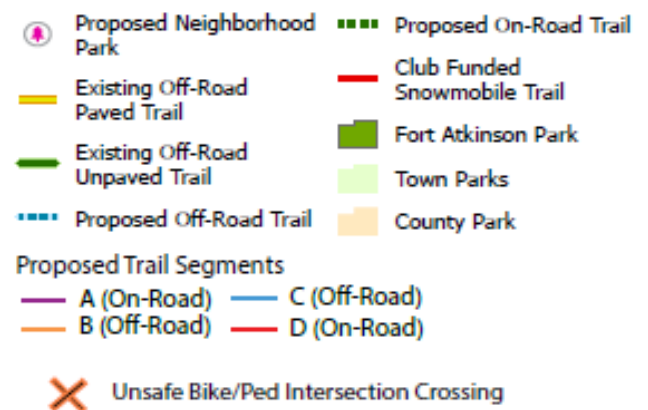


Figure 5.1 proposes several trail segments beyond those identified in the 2022 Amended Comprehensive Plan. These segments include:

- Segments A & B: These are two alternative paths to connect the current gap between existing trails that end along the Fort Atkinson River Walk and pick up again at the Bark River Nature Park. Segment A would be an on-road connection primarily along Milwaukee Ave and Zida St. Alternatively, Segment B would extend the Fort Atkinson Riverwalk along the Rock River to eventually connect within Bark River Nature Park.
- Segment C: This is a conceptual trail to connect the existing path within the Bark River Nature Park to the entrance of Memorial Park along Bark River Dr. This segment would pass through land that is currently undeveloped and requires further study to determine a best route that minimizes disturbance to the natural environment, while also creating a viable connection between key City parks.
- Segment D: This path along Lorman St would act as a spur from the proposed extension of the Glacial River Trail along the railroad right-of-way to Ralph Park.

Proposed Park Development Fee

While parkland dedication or fees in lieu ensure sufficient parkland is available to meet the needs of new residents, park development fees fund the new park amenities/facilities residents will use. State statutes allow park development fees to be collected based on maintaining, not increasing current park service levels.

The City of Fort Atkinson currently has a 'Park Development Fee in Lieu of Land Dedication' clarified in the Land Division and Development Ordinance Section 70.04.04. When it is determined by the Plan Commission that a proposed subdivision cannot set aside land at the Park Dedication rates, fees in lieu of land dedication can be provided to the City to help fund future park, trail, and recreation needs. According to the City's 2023 fee schedule, \$1,600 per dwelling unit/lot, or 8% of the raw land value, shall be paid by the developer to the City.

While Staff is recommending adopting the Plan, the proposed Park Development Fee is simply proposed. MSA is recommending the City to review and revise this Section and clarify the distinction between fees in lieu of parkland dedication and park development fees as part of the implementation.

Next Steps

Once adopted by City Council, MSA will submit the Plan for certification to the Wisconsin Department of Natural Resources, which will enable the City's eligibility for grant funding.

Should City Council adopt the Plan, the City will move onto the next phase of the process, implementation. Which means over the course of several years, Staff will review each recommendation, prioritize projects, apply for grants, and turn some of these goals into reality.

RECOMMENDATION

The Plan Commission met on January 24, 2023 and recommended that the City Council adopt the 2023-2028 Comprehensive Outdoor Recreation Plan. The Parks and Recreation Advisory Board and City staff also recommend the Council adopt this CORP.

ATTACHMENTS

[2023-2028 Comprehensive Outdoor Recreation Plan link](#)

Resolution Adopting the Comprehensive Outdoor Recreation Plan; Fee in Lieu of Land Comparison 2023; Park Development Fees Comparison 2023

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2023-2028 CITY OF FORT ATKINSON
COMPREHENSIVE OUTDOOR RECREATION PLAN**

WHEREAS, the City of Fort Atkinson recognizes the importance and benefits of its parks and open space system has on the City's character and quality of life and is committed to providing for the recreational needs of its current and future residents; and

WHEREAS, this plan intends to guide the continual improvement of the City's park and open space system and to maintain the City's eligibility for State and Federal park and recreation grants; and

WHEREAS, the City of Fort Atkinson Parks and Recreation Department has worked with the Parks and Recreation Advisory Board to prepare a Comprehensive Outdoor Recreation Plan and solicited input from the public and key stakeholders regarding improvements to the City's park system; and

WHEREAS, the City of Fort Atkinson Comprehensive Outdoor Recreation Plan 2023-2028 encompasses a general outline and plan for the recreational development of the City of Fort Atkinson; and

WHEREAS, the City of Fort Atkinson Parks and Recreation Advisory Board recommended adoption of said plan on December 14, 2022; and

WHEREAS, the City of Fort Atkinson Plan Commission recommended adoption of said plan on January 24, 2023.

NOW, THEREFORE, BE IT RESOLVED that by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, adopts the City of Fort Atkinson Comprehensive Outdoor Recreation Plan 2023-2028.

Adopted and effective this 7th day of February 2023.

CITY OF FORT ATKINSON

Christopher Scherer, Council President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director

Fee in Lieu of Land					
City	Population	Single Family (per unit)	Multi Family (per unit)	Year	Notes
Fort Atkinson	12,450	\$1,600	\$1,600	2023	or 8% of raw land value. Land dedication single-family and duplex 1,000 SF & 750 SF for multi family or 4% of total acreage
Stoughton	13,173	\$2,795.00	\$1,941.00	2023	Land dedication amount is 1,468 SF for single family and 1,019 SF for multi family
Watertown	22,885	\$508.00	\$203.00	2019	Land dedication single family 1,005 SF and multi family 402 SF
Jefferson	7,747	\$500.00	\$500.00	2020	Land dedication is 2,000 SF/dwelling unit - minimum 2 acres with street frontage of 200 ft
Oconomowoc	18,120	-\$1,340	-\$537	2023	Impact fee is reduced by this amount for every 1500 sf of land and 600 sf of land dedicated per unit respectively (adjusts annually based on CPI)
Elkhorn	10330	\$449	\$449	2020	Land dedication is 889 sqft

Park Development & Improvement Fees

City	Population	Single Family (per unit)	Multi Family (per unit)	Sr. Housing Exceptions?	Year	Notes
Fort Atkinson	12,450					
Stoughton	13,173	\$3,950.00	\$2,742.00	No	2023	Trail Improvement Fee - \$94, \$65
Watertown	22,885	\$2,817.00	\$1,127.00	No	2019	
Jefferson	7,747	\$500.00	\$500.00	No	2020	Recreation facilities improvement fee
Oconomowoc*	18,120	\$3,298 per residential dwelling unit	\$1,100 per resident for institutional		2023	First fee is for all dwelling units (single fam, apt, condos); second fee is for Institutional (long-term care, treatment, etc.) (adjusts annually based on CPI)
Beaver Dam	16,647	\$250	\$250	No	2023	
Elkhorn	10,330	\$449	\$449	No	2023	
*Oconomowoc:						
Residential: \$3,298 per dwelling unit for residential but it is reduced by \$1,416 for every 1,500 sq ft of land dedicated per unit.						
Residential Institutional: \$1,100 per resident but it is reduced by \$568 for every 500 sq ft of residential development.						



MEMORANDUM

DATE: February 7, 2023

TO: Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Review and possible action relating to a Resolution Amending the 2022 Budget to Reallocate Funds from Tax Incremental District #7 to Tax Incremental District #6

BACKGROUND

On November 16, 2021, the City Council adopted the 2022 Operating Budget and 2022-2027 Capital Improvements Project Budget. That document included a plan to spend about \$200,000 in 2022 within Tax Incremental District ("TID") #7, located in the City's downtown, on replacement or refabrication of railings along the Riverwalk. However, the expenditure period for new projects in TID #7 ended on January 18, 2022; and City staff was not able to complete the project.

DISCUSSION

When staff realized that the project could not be completed as planned and that the funds could not be used for any new projects within TID #7 in 2022, the next thought was to reallocate the funds as a donation to TID #6, which is distressed. TID #7 is designated as a Donor TID to TID #6, which means that tax increment from TID #7 can be transferred to TID #6 to pay down the debt and allow the TID to close.

FINANCIAL ANALYSIS

Traditionally, TID #7 has allocated a significant amount of tax increment to TID #6. However, in the 2022 budget, the amount was reduced with the goal of completing the riverwalk railing project. Table 1 on page 2 shows the history of transfers from TID #7 to TID #6 since 2017. Note that the TID #7 project plan was amended in 2011 by the City Council to designate it as a "Donor TID" and allow such transfers of tax increment to TID #6.

During the 2023 budget process, staff indicated to the City Council that a budget amendment would be forthcoming prior to the 2022 audit. The approved 2023 budget document included the 2022 estimate of \$210,000 as a transfer out to TID #6. Staff is proposing a budget amendment to the 2022 budget to allocate \$207,264.74 as a transfer from TID #7 to TID #6, for a total transfer in 2022 of \$208,264.74. The 2022 ending balance for Fund 13 will be \$0.00.

Table 1: History of Transfers from TID #7 to TID #6 (2018-2023)

Year	Transfer From	Transfer To	Amount
Budget 2023	TID 7	TID 6	\$ 252,259.81
Budget 2022	TID 7	TID 6	\$ 1,000.00
Proposed Amendment 2022	TID 7	TID 6	\$ 207,264.74
Actual 2021	TID 7	TID 6	\$ 180,573.00
Actual 2020	TID 7	TID 6	\$ 177,000.00
Actual 2019	TID 7	TID 6	\$ 148,000.00
Actual 2018	TID 7	TID 6	\$ 78,832.00

Note the following general information:

- No general property tax dollars will be used in this transfer.
- The transferred funds represent tax increment from the increase in value in TID #7 since creation.
- The expenditure period for new projects and development incentives in TID #7 has closed.
- For the remaining life of TID #7, tax increment can be used for administrative costs; paying off debt; and transfers to TID #6.
- TID #7 may stay open until 2033 if necessary due to its designation as a Donor TID to TID #6.
- TID #7 is expected to close between 2025 and 2027 when all debt has been paid off and TID #6 is solvent.
- At the end of 2021, TID #6 had a negative balance of \$1,631,981.
- A 100% audit for TID #7 is scheduled for 2023.

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution Amending the 2022 Budget to Reallocate Funds from Tax Incremental District #7 to Tax Incremental District #6 and authorize the City Manager to direct the transfer of funds.

ATTACHMENTS

Resolution Amending the 2022 Budget to Reallocate Funds from Tax Incremental District #7 to Tax Incremental District #6

RESOLUTION NO. _____

**RESOLUTION AMENDING THE 2022 BUDGET TO REALLOCATE FUNDS FROM TAX
INCREMENTAL DISTRICT #7 TO TAX INCREMENTAL DISTRICT #6**

WHEREAS, the Fort Atkinson City Council adopted the 2022 Operating Budget and 2022-2027 Capital Improvements Project Budget (“Budget”) on November 16, 2021; and

WHEREAS, the Budget included revenues and expenditures for Tax Incremental Districts (“TIDs”) #6 (Fund 12), #7 (Fund 13), and #8 (Fund 14); and

WHEREAS, TID #6 has been designated as “distressed” by the Wisconsin Department of Revenue and TIDs #7 and #8 have been designated as “Donor TIDs” and annually transfer tax increment to TID #6 to pay down obligations; and

WHEREAS, the Budget included a \$1,000 transfer of funds from TID #7 to TID #6 in 2022, based on the understanding that an additional project could be undertaken in TID #7 in 2022; and

WHEREAS, due to the closure of the expenditure period for new projects in TID #7 in January 2022, the City was not able to undertake the project; and

WHEREAS, the City Council deems it necessary, desirable and in its best interest to transfer an additional \$207,264.74 of unspent 2022 tax increment from TID #7 to TID #6 to assist in paying down the obligations in TID #6.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Atkinson hereby amends the 2022 Budget within Fund 13 to reallocate \$207,264.74 from TID #7 to TID #6.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to direct the transfer of funds prior to the 2022 Audit as described in this Resolution.

Adopted this 7th day of February, 2023.

Christopher Scherer, City Council President

ATTEST

Michelle Ebbert, Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: February 7, 2023

TO: City of Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Review and possible action relating to an Amendment to the Rural Ambulance Agreement between the City of Fort Atkinson and the Town of Koshkonong

BACKGROUND

The Fort Atkinson City Council approved five Rural Ambulance Agreements on December 20, 2022 to provide 24/7 911 EMS service through the City's Fire Department to portions of five surrounding Towns starting on January 1, 2023. Staff noted in the memorandum at that time that the Town of Koshkonong Agreement would likely be amended in early 2023 to reflect the removal of the Bingham's Point area (also known as Blackhawk Bluff). Town Officials reached out to staff to request the change in late December, but the required population, legal description, and map were not provided.

DISCUSSION

Prior to a 2021 amendment to the Fire and EMS agreements with the Town of Koshkonong, the Bingham's Point area was not included in the City of Fort Atkinson's fire or EMS service areas. In 2021, by the request of the Town, it was added through an amended agreement. At that time, Chief Rausch indicated that this is a difficult location for any Fire/EMS Department to access and that response times would likely be slower than desired by both the City and the Town.

On December 14, 2022, the Town of Koshkonong Board of Supervisors voted to remove this area from the City's fire and EMS service area due to the possibility of better service from the Edgerton Fire/EMS Department. The attached letter requesting the discontinuance of services to this area dated December 26, 2022 is attached.

FINANCIAL ANALYSIS

The EMS agreements effective in 2022 included a base cost of \$7.22 per capita for EMS service through the City's third-party service provider. The 2023-2025 Agreements between the Towns and the City include the 2022 base rate of \$7.22 per capita plus an annual increase tied to the Consumer Price Index, with a minimum of 2% and a maximum of 6%. The final CPI for 2022 was 8.5%. The maximum increase outlined in the Agreement was 6%, which makes the cost per capita for EMS service in 2023 \$7.65.

At the time of the Agreement in 2022, the population of the service area in the Town of Koshkonong was 3,524. The population of the Bingham's Point is estimated to be 165; therefore, the new population of the City's service area within the Town of Koshkonong is estimated to be 3,359 people if this amended agreement is approved. The annual cost of service that will be billed to the Town in 2023 will be \$25,699.22 (invoiced quarterly). This amount is slightly lower than the projected \$26,985.60 at the

time of the Agreement in 2022 but is not expected to negatively impact the overall budget in Fund 7 (EMS Fund).

RECOMMENDATION

Staff recommends that the City Council approve the Amended Rural Ambulance Agreement between the City of Fort Atkinson and the Town of Koshkonong.

ATTACHMENTS

Amended Rural Ambulance Agreement between the City of Fort Atkinson and Town of Koshkonong, including exhibits; 12.26.22 Letter from the Town of Koshkonong

AMENDED RURAL AMBULANCE AGREEMENT

This Agreement made February 7, 2023, by and between the City of Fort Atkinson (hereinafter the “City”) and the Town of Koshkonong (hereinafter the “Town”). Both parties are municipal corporations located in Jefferson County, Wisconsin.

RECITALS

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

- 4) The parties agree that the number of the Town's residents for 2022 is 3,359. This number shall be adjusted each year by February 1 as set forth above. The adjusted number shall be used to calculate the fee for the entire year. The Town shall cooperate in this adjustment process.
- 5) The parties further agree that there is no exit clause for the initial Agreement, except for malfeasance or failure to provide service by the City or the failure to pay by the Town.
- 6) Should Jefferson County, Wisconsin at any time adopt a County-wide system for 911 emergency medical service, ambulance service, and/or other related care during the term of this initial Agreement, then the parties agree that this Agreement will be reopened for further negotiation and possible incorporation into a County-wide system.
- 7) The City shall provide annual budgets for the Fire/EMS Department to the Town by December 1st, for the following year, starting on December 1, 2022 with the 2023 annual budget.
- 8) The City Council shall adopt a Resolution outlining the Schedule of Fees for EMS services by December 1st, of each year for the following year. This Schedule of Fees shall be provided to the Town along with the annual budget document.
- 9) The City and the Town will review and negotiate for a long-term contract prior to December 31, 2025. A longer term contract may provide for Town input on rate structure through an advisory committee.
- 10) The Town Chair and the Town Clerk shall be included on all future Agreements.

Approved this _____ day of _____ by:

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

By: _____
Date

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

By: _____
Date

City of Fort Atkinson EMS Service Area - Town of Koshkonong

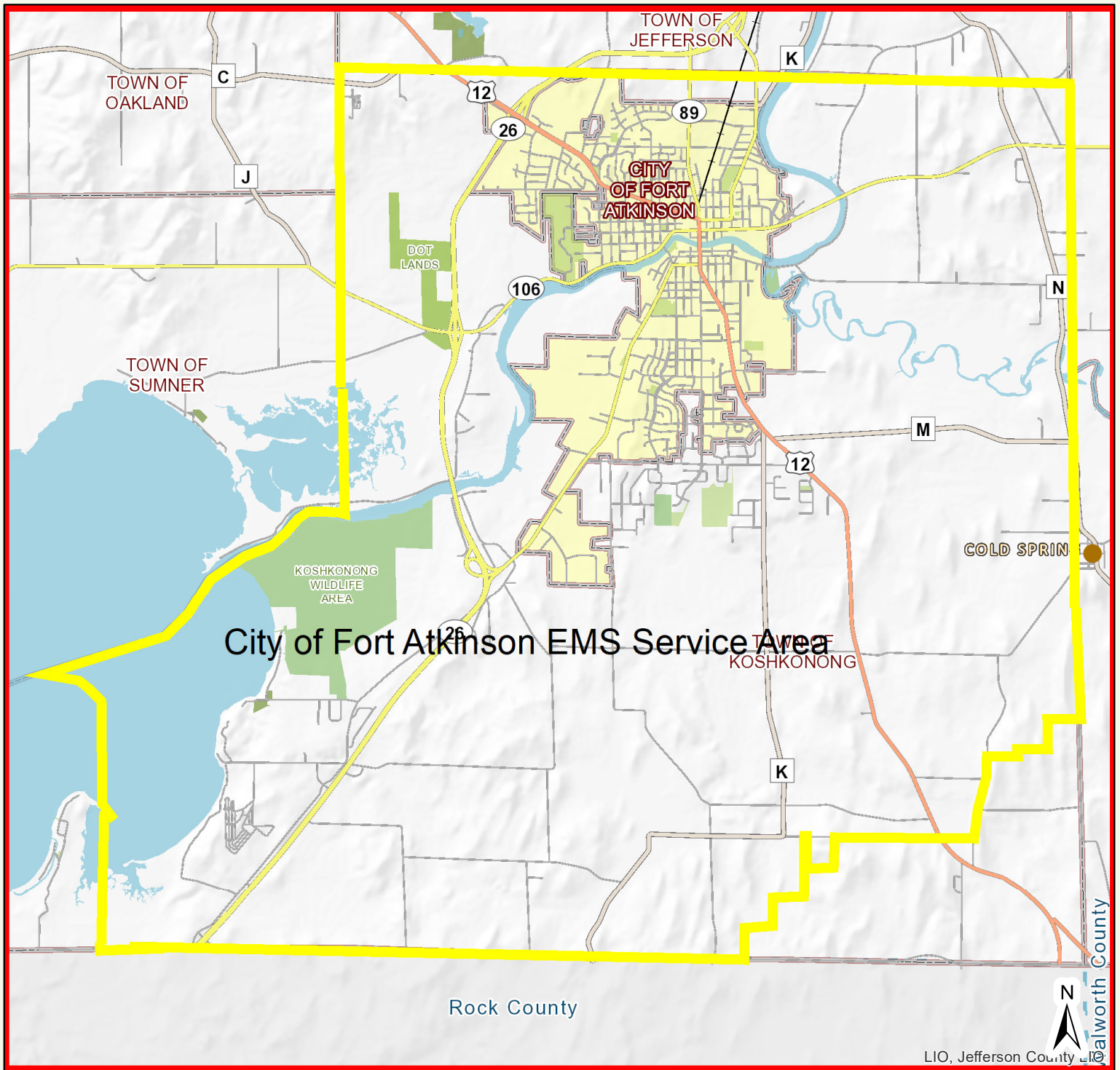


Exhibit A - Amended Rural Ambulance Agreement between the City of Fort Atkinson and The Town of Koshkonong 2.7.23

Exhibit B – Legal Description
City of Fort Atkinson EMS Service Area within the Town of Koshkonong

All sections of T. 5N. – R.14E., but only the portions of Section 25, 34, and 35 served by the 563 and 568 phone exchange. Sections 31, 32, 33, 35, and 36 of T. 6N. – R. 14E. Also Section 13 south of the Rock River, and Section 24, 25, 35 and 36 and the east ½ of Section 26 of T. 5N. – R. 13Eⁱ.

ⁱ Legal description taken from original 2006 ambulance service agreement, which did not include Bingham's Point. The Town of Koshkonong will be responsible for providing the updated legal description for future ambulance service agreements.

Town of Koshkonong
W5609 Star School Road
Fort Atkinson, Wisconsin 53538
Phone: (920)563-4510

E-mail: town@koshkonongwi.gov
Web site: www.koshkonongwi.gov



December 26, 2022

City of Fort Atkinson
Attn: Rebecca LeMire, City Manager
Attn: Daryl Rausch, Fire Chief

Re: Fire and EMS service to Bingham's Point

Rebecca & Chief Rausch:

Thank you for your willingness to work with the Town of Koshkonong regarding fire and EMS services to the Bingham's Point area.

At the monthly Town Board meeting on December 14, 2022 with a quorum present, the Board voted to discontinue fire and EMS service to Bingham's Point area with the City of Fort Atkinson.

The service change will take effect February 1, 2023.

Sincerely,

A handwritten signature in black ink that reads "Kim Cheney". The signature is written in a cursive, flowing style.

Kim Cheney
Interim Clerk
Town of Koshkonong



MEMORANDUM

DATE: January 17, 2023

TO: City of Fort Atkinson City Council

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

RE: Discussion and possible action relating to City of Fort Atkinson Employee Handbook

BACKGROUND

The Employee Handbook is a vital tool that provides employees with the policies and programs that affect their employment. Staff reviews the handbook annually to identify needed or desired revisions. In August 2017, staff partnered with an Attorney from Boardman Clark to review the existing policies in relation to legal standards. Then, in July of 2019, the City began a membership with MRA, a Human Resource firm with locations in Wisconsin, Minnesota, and Illinois. One of the many services they offer are Handbook reviews relating to new employee practices, including workplace accommodations, contagious diseases and pandemics, remote work, and FMLA.

The City Council last approved any revisions to the Employee Handbook in December 2021. In 2022, Staff tracked changes or revisions to reflect existing practices and provide clarification.

In the fall of 2022, Deputy Clerk Courtney Thom led a Handbook Committee made up of employees from various departments and levels of the organization with the goal of making recommendations or suggestions to the Management Team for handbook revisions. The Committee consisted of the following employees:

- Courtney Thom, Deputy Clerk
- Dana Bertelsen, Museum Assistant Director
- Erin Sweeney, Wastewater Foreman
- Nick Rueth, Public Works Supervisor
- Brad McGowan, Water Foreman
- Chris Nye, Senior Center Director
- Eric Robinson, Library Director
- JJ Yanke, Parks Maintenance Supervisor

The Management Team met in person on November 16th to review the Committee suggestions and provide follow up suggestions and revisions. City Manager LeMire and I met to further review and modify based on practices and provide clarity.

DISCUSSION

This memo will outline the proposed changes with the following headings: INSERTED, CLARIFIED, DELETED and MOVED. Also attached are the recommendations from the Committee (along with resolution for each item) and the 2023 Revised Handbook with track changes.

Page 4: COMPENSATION PHILOSOPHY:

INSERTED: *'The City Manager has the discretion when hiring new employees (particularly Department Heads) to negotiate wages and benefits pursuant to existing wage schedules for the new hires, giving consideration to the employee's qualifications and experience.'*

Page 6: HOURS OF WORK

INSERTED: *'Department'* to clarify that normal week hour hours may vary by Department as not all Departments operate on 40-hour work week schedules.

MOVED: *'The workweek starts on Sunday at 12:00 am (midnight) and ends on the following Saturday at 11:59 pm'*. This statement was moved to section PAYDAYS AND PAY DEDUCTIONS

Page 6: MEAL & OTHER BREAK PERIODS

DELETED: *'Meal and other break periods cannot be used to arrive late or leave early and cannot be combined to create a larger single break period.'* This allows employees to flex their working hours during the day and not require benefit time to adjust their schedule by 15-30 minutes.

Page 6: OVERTIME/COMPENSATORY TIME

INSERTED: *'Fire Department full-time employees are not eligible for compensatory time but are eligible for overtime after 112 hours worked in a pay period and may receive a minimum of one (1) hours pay for emergency callbacks'*.

Page 7: PAYDAYS AND PAY DEDUCTIONS

DELETED: *'Periodically (estimated to be once every six (6) to seven (7) years, the City Clerk/Treasurer may adjust ahead the first paycheck date by one week to continue the practice of twenty-six (26) pay periods.'* Employees are still paid twenty-six (26) times per year, however we no longer adjust the paychecks dates. This eliminates unnecessary estimating of hours by Department Heads and maintains regular pay weeks for all employees.

Page 10: VISION INSURANCE

INSERTED: *'All eligible employees will be offered vision insurance. Deductions are made the first or second pay period. Employees may enroll during open enrollment'*. New benefit offered at employee's expense January 1, 2022. We have fifty-one (51) enrollees for 2023.

Page 12: UNIFORM ALLOWANCE

CLARIFIED: Titles changed from *'Telecommunicators'* to *Police Department Dispatchers and Records Clerk* to reflect existing practice.

CLARIFIED: *'Firefighters'* to *Full-time Firefighters*. This does not include paid-on-call staff.

Page 15: HOLIDAYS

RE-WORDED (additions in italics): *'Eligible full-time employees will receive eight (8) hours of holiday pay for the following:*

New Year's Day – *January 1st*

Spring Holiday, observed annually on the Friday before Easter

Memorial Day, *observed annually on the last Monday in May*

Independence Day, *July 4th*

Labor Day, *observed annually the first Monday in September*

Veterans Day, *November 11th*

Thanksgiving Day, *observed annually on the fourth Thursday in November*

Day after Thanksgiving, *observed annually the day after Thanksgiving*

Christmas Eve, *December 24th*

Christmas Day, *December 25th*

INSERTED: *'Off-duty non-exempt Fire Department employees will be paid eight (8) hours pay at regular rate of pay for the calendar holidays. On-duty Non-exempt Fire Department employees will receive Holiday Pay for hours works on the calendar day in addition to their regular hourly rate equivalent to double time'.*

INSERTED: *'Non-exempt employees required to work on a calendar holiday will receive overtime at 1.5 times regular rate of pay at a 2 hour minimum.'*

'Non-exempt employee required to work on an observed holiday will receive overtime at 1.5 times regular rate of pay at a 2 hour minimum.'

INSERTED: *'When Christmas Day and New Years Day are on a Sunday, non-exempt employees required to work will receive overtime at 2.0 times regular rate of pay at a 2 hour minimum.'*

Whenever a holiday falls on a Saturday the number of holiday hours will be reduced by eight (8) hours and personal hours increased by eight (8) hours. Whenever a holiday falls on a Sunday, the City observes the holiday on the following Monday'.

Page 18: FAMILY MEDICAL LEAVE ACT (FMLA)

CLARIFIED: *'Under State Law, employees who have completed at least one (1) year of employment and worked 1,000 hours, or under Federal Law, employees who have completed at least one (1) year of employment and worked 1,250 hours,*

Page 20: PERSONAL TIME

Personal hours have been a benefit to employees with sixteen (16) hours provided per year, this section was created and clarified to reflect existing practices.

INSERTED: *'Eligible full-time non-exempt Fire Department employees will receive twenty-four (24) hours of personal time per calendar year.'*

CLARIFIED TO PRO-RATE EARNED PERSONAL TIME WHICH CORRESPONDS WITH PRO-RATED EARNED VACATION TIME UPON HIRED:

'Eligible full-time employees hired in the 1st quarter will earn sixteen (16) hours.

Eligible full-time employees hired in the 2nd quarter will earn twelve (12) hours.

Eligible full-time employees hired in the 3rd quarter will earn eight (8) hours.

Eligible full-time employees hired in the 4th quarter will earn four (4) hours.'

CLARIFIED FOR FIRE DEPARTMENT:

'Eligible full-time non-exempt Fire Department employees hired in the 1st quarter will earn twenty-four (24) hours.

Eligible full-time non-exempt Fire Department employees hired in the 2nd quarter will earn eighteen (18) hours.

Eligible full-time non-exempt Fire Department employees hired in the 3rd quarter will earn twelve (12) hours.

Eligible full-time non-exempt Fire Department employees hired in the 4th quarter will earn six (6) hours.

'For non-exempt employees whenever a holiday falls on a Saturday the number of holiday hours will be reduced by eight (8) hours and personal hours increased by eight (8) hours'. This statement is also in the Holiday Pay section.

'Personal time will not carry over at year end'. This encourages employees to take full advantage of benefit time offered.

INSERTED: *'Each Department Head or Supervisor will be given the authority to schedule and approve personal hour usage, giving due consideration to the needs of service, and the staff required to perform the on-going department activities'.*

Page 21: VACATION TIME

CLARIFIED: *'Employees earn vacation in the calendar year it is to be used'.*

CLARIFIED: *'New Employees: an employee's vacation will be pro-rated based on hire date for the remaining of the calendar year'.* Reflects existing practice.

CLARIFIED: *'Current Employees: at the beginning of the year, all employees will be notified the amount of vacation for the remaining of the calendar year'.* Reflects existing practice.

CLARIFIED/INSERTED: This section was clarified for with vacation levels as follows:

All eligible employees will earn vacation with pay as follows:

Step 1: 80 hours during the 1st through 5th year

Step 2: 120 hours during the 6th through 13th year

Step 3: 160 hours during the 14th through 24th year

Step 4: 200 hours during the 25th year and thereafter

All non-exempt Fire Department employees will earn vacation with pay as follows:

- Step 1: 112 hours during the 1st year through 5th year*
- Step 2: 168 hours during the 6th year through 13th year*
- Step 3: 224 hours during the 14th year through 24th year*
- Step 4: 280 hours during the 25th year and thereafter*

All eligible Dispatchers will earn vacation with pay as follows:

- Step 1: 48 hours during the 1st year.*
- Step 2: 96 hours during the 2nd year through the 5th year.*
- Step 3: 144 hours during the 6th year through the 13th year.*
- Step 4: 192 hours during the 14th year through the 24th year.*
- Step 5: 240 hours during the 25th year and thereafter.*

Prorated vacation hours will be calculated by dividing the accrued hours in each step hours by hours worker per year.

Eligible full-time employees: 2,080 hours per year

- Step one is 80 hours divided by 2,080 = .03846*
- Step two is 120 hours divided by 2,080 = .05769*
- Step three is 160 hours divided by 2,080 = .07692*
- Step four is 200 hours divided by 2,080 = .09615*

Eligible full-time Firefighter employees: 2,912 hours per year

- Step one is 112 hours divided by 2,912 = .03846*
- Step two is 168 hours divided by 2,912 = .05769*
- Step three is 224 hours divided by 2,912 = .07692*
- Step four is 280 hours divided by 2,912 = .09615*

Eligible full-time Dispatchers and Represented employees: 1,947 hours per year

- Step one is 48 hours divided by 1,947 = .02465*
- Step two is 96 hours divided by 1,947 = .04930*
- Step three is 144 hours divided by 1,947 = .07396*
- Step four is 192 hours divided by 1,947 = .09861*
- Step five is 240 hours divided by 1,947 = .01232*

REVISED: 'Vacation leave will not be cumulative and employees will take authorized vacation within the year it is earned except that the City Manager or designee may allow earned, but unused, vacation time to carry over to the next calendar year if an employee gets prior consent or if this action is determined to be in the best interest of the City. Vacation carryover of vacation days, personal days, and floating holidays may not exceed the previous year's vacation allowance, except in emergency situations when staffing difficulties affect the City.' This section was revised and reinserted within the Vacation section where appropriate – see the next two paragraphs.

REVISED: *'Each Department Head or Supervisor will be given the authority to schedule and approve vacation usage, giving due consideration to the needs of service, and the staff required to perform the on-going departmental activities. Vacation may be taken in fifteen (15) minute intervals.'*

REVISED: *'Unused vacation hours may be carried over to be used in the next calendar year in an amount equivalent to the hours earned in the current calendar year. No employee may carry over vacation hours in exceed of those earned in the current calendar year.'*

DELETED: The examples of vacation accrual calculations were removed. This practice continues; however, it is not necessary to include in the handbook.

Page 24: SICK TIME

DELETED: *'Accumulated sick leave days may be used during the orientation period, but the orientation period will be extended for those days.'* Orientation period was eliminated from page 29.

Page 32: ORIENTATION PERIOD

This section was deleted as all City Employees are 'at will' and the employees and the City Manager / Management Team has the right to terminate the employment relationship at any time. See page 1 – *Important Information About This Handbook*.

Page 35: REFERENCES

INSERTED: *'This section does not apply to the Police Department when performing or cooperating with a background investigation or hiring process as described under Wisconsin Act 82 which requires law enforcement agencies to create, collect and share employment information as part of their recruitment and hiring processes.'*

Page 35: RESIDENCY

REVISED: *'employees must live within twenty-five (25) miles'*. This pertains to full-time Fire Department employees, Police Chief, Captains and Lieutenants of the Police Department.

Page 36: TERMINATION AND RESIGNATION

This section was revised and updated for clarification and existing practices.

INCLUDED: 'dental' insurance coverage to reflect current practices for retirees.

INCLUDED: Section e. *'Any unused balance of converted benefits will not be paid out should a retiree not use the funds available for health and dental insurance'*. This statement reflects existing practice.

INCLUDED: Section f. *'Dental insurance is only available for up to 36 months.'* This statement reflects existing practice.

INCLUDED: *'Upon retirement any eligible employee may apply pro-rated accrued vacation to pay for health and dental insurance premiums. Dental Insurance is available to a retiree up to 36 months of coverage with paid premium. Making contributions to the City to extend health and dental insurance coverage; however, the amount cannot be greater than 50% of the premium amount and should be a consistent amount each month.'* This statement reflects existing practice.

The Finance Committee is encouraged to discuss these changes at the meeting and provide any questions. Following review and recommendation to the City Council, this item will appear on an upcoming Council Agenda.

FINANCIAL ANALYSIS

There are no direct annual costs associated with the proposed revisions to the Handbook. However, there will likely be minimal costs associated with the change relating to overtime pay for observed holidays and holidays (specifically relating to snow events on observed and actual holidays).

RECOMMENDATION

At the meeting on January 10, 2023, the Finance Committee unanimously recommended the approval of the 2023 City of Fort Atkinson Employee Handbook with changes presented.

Staff recommends the City Council approve the changes presented in the 2023 City of Fort Atkinson Employee Handbook.

ATTACHMENTS

2023 Revised Employee Handbook; Handbook Committee Recommendations

City of Fort Atkinson, WI



Employee Handbook Policies & Procedures

City of Fort Atkinson
101 N. Main Street
Fort Atkinson, WI 53538
PH: 920.397.9901
FX: 920.563.7776

Revised: 01/01/2023
Revised: 01/01/2021
Revised: 01/01/2020
Revised: 01/01/2018
Revised: 01/01/2017
Revised: 01/01/2016

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IMPORTANT INFORMATION ABOUT THIS HANDBOOK

This handbook, and its appendix and addendums, have been prepared by the City of Fort Atkinson (or the City) to provide employees with general information about the various policies and programs that affect their employment. This handbook is not intended to be a legal statement of benefits nor a comprehensive explanation of our personnel policies and practices. Its sole function is to give employees a general understanding of how the City views the employment relationship and approaches employee issues.

The policies, programs, and employment-related benefits outlined in this handbook are those presently in effect but may change from time-to-time. Although we will periodically update this handbook to keep employees informed of changes, we may implement changes immediately, without advance notice. The City Manager (or his/her designee) is authorized to revise, delete, or otherwise change policies and to make the final determination in interpreting or applying policies.

It is not possible to anticipate every question that might arise in the course of employment. While this handbook provides information about topics most often of interest to employees, they may, on occasion, have a question or concern that is not addressed in the handbook. If that occurs, they should direct their questions to the City Clerk/Treasurer.

Nothing in this handbook, nor any other written or verbal communication, should be construed as creating a contract for employment or a warranty of benefits for any particular period of time, nor does this handbook change the "at will" employment relationship between the City and any of its employees. Employees have the right to terminate the employment relationship with the City of Fort Atkinson at any time, with or without notice, for any reason. The City has the same right to terminate the employment relationship at any time, with or without notice, for any reason not prohibited by law.

Agreements, promises or guarantees that alter the at-will status of an employee or otherwise create a contract for any particular term or condition of employment must be specified in writing and expressly approved by the City Manager.

This Employee Handbook supersedes and replaces any and all policies and related materials in direct conflict with this handbook and made available to employees. The City retains the sole discretion to add, delete, or change anything contained in this handbook, with or without notice, to the extent allowed by law.

RESPECTFUL WORKPLACE

EXPECTATIONS

Creating and maintaining a respectful workplace requires constant attention and effort by both the organization and its employees. The City is committed to supporting and providing a respectful environment. In return, we expect all employees to demonstrate the interest and ability to be positive, productive, and professional in all work interactions. When we approach work challenges with positivity, professionalism, and an intention to solve the problem, we foster an environment of mutual respect, which is our ultimate goal.

EQUAL EMPLOYMENT OPPORTUNITY

The City is an equal opportunity employer and believes in equal opportunity for all employees and applicants. Accordingly, all employment decisions are based on the principles of equal opportunity. These decisions include recruitment, selection, promotion, transfer, discipline, compensation, benefits, training, and other personnel actions involving persons in all job titles and shall occur without regard to race, color, religion, sex, pregnancy (including childbirth and related conditions), age, national origin, disability, genetic information, military status, sexual orientation, gender identity, creed, ancestry, marital status, arrest and conviction records, the use or nonuse of lawful products off the employers' premises during nonwork hours, declining to attend meetings or participate in communications about religious or political matters, or any other characteristic protected by law.

No individual will be denied nor receive special employment opportunities based on membership status in any protected category. Every employee of the City is expected to support this equal opportunity and nondiscrimination commitment by conducting him/herself in a manner consistent with the intent and spirit of this policy.

Any individual who believes he or she has experienced or observed behavior contrary to this policy is required to report that information to their supervisor or Clerk/Treasurer. All such reports of action contrary to this policy will be taken seriously and investigated promptly. Individuals found to have violated the City's Equal Employment Opportunity Policy will be subject to corrective action, up to and including termination of employment. No individual will be retaliated against for making a good faith report of behavior contrary to this policy.

DISABILITY ACCOMMODATION

The City of Fort Atkinson is committed to providing equal employment opportunities to all employees, including qualified individuals with disabilities. This may include providing reasonable accommodation, where appropriate.

In general, it is an employee's responsibility to notify the Clerk/Treasurer if they have a need for an accommodation. Upon doing so, the City may ask them for their input, the type of accommodation they believe may be necessary, or the functional limitations caused by the

disability. Also, when appropriate, the City may need their written permission to obtain additional information from their physician or other medical or rehabilitation professional. Any information obtained is kept in a confidential employee file.

All requests for reasonable accommodations will be considered consistent with the business needs of the City in accordance with state and federal law. The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to the health, safety, and well-being of these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the City. All questions should be discussed with the Clerk/Treasurer.

PREGNANCY ACCOMMODATION

The City will provide reasonable accommodations to employees for health conditions related to pregnancy or childbirth unless providing an accommodation would impose an undue hardship on the business. Reasonable accommodations include more frequent restroom, food, or water breaks; seating consistent with the employee's essential job duties; and certain lifting restrictions.

The City will engage in an interactive process with the employee in order to determine what accommodations may be reasonable and may request information from the employee's healthcare provider for additional assistance. The employee's manager and those identified as having a need to know may assist in determining the feasibility of the requested accommodation.

Employees requesting an accommodation related to pregnancy or childbirth should contact the Clerk/Treasurer.

RELIGIOUS ACCOMMODATION

The City will reasonably accommodate the religious beliefs, observances, and practices of its employees which conflict with employment requirements. Employees must direct requests for reasonable accommodation to the human resources department. The City will provide reasonable accommodation if it can do so without undue hardship on our operations.

COMPENSATION

COMPENSATION PHILOSOPHY

The City of Fort Atkinson considers its staff to be key assets. The salary and benefits program provided to the non-represented employees of the City is intended to attract, retain, and motivate highly qualified, enthusiastic, productive, and committed employees. The program is designed to assist the City in providing high quality services to the public. This objective is attained by providing compensation based on internal equity and external competitiveness within the City's fiscal capabilities. The City Manager has the discretion when hiring new employees (particularly Department Heads), to negotiate wages and benefits pursuant to existing wage schedules for the new hires, giving consideration to the employee's qualifications and experience.

COMPENSATION OBJECTIVES

The objectives of the City's compensation program are to:

- a) Attract and retain highly qualified, enthusiastic, productive, and committed employees;
- b) Maintain and motivate employees to help the City achieve its short- and long-term goals; and reward employees for their valued contributions.
- c) Communicate the City's expectations regarding different rates of pay;
- d) Maintain appropriate controls for payroll costs;
- e) Recognize the internal worth of jobs and pay accordingly;
- f) Meet competitive pay levels within the City's chosen market and within our available resources; and
- g) Ensure consistent administration and application of pay policies.
- h) Ensure that pay plan administration decisions are not based upon or influenced by an employee's sex, race, color, age, religion, or any other legally protected personal characteristic.

PAY STRUCTURE

To facilitate effective administration, a pay structure has been established for all non-represented positions. The framework of the pay structure is a combination pay structure with steps from start to 36 months and a merit pay component. See Pay Structure for additional information on Pay Structure, and Compensation paid based on employment status, and merit.

EMPLOYMENT CLASSIFICATIONS

The following employment classifications have been established for overtime and benefit purposes:

<u>Full-Time:</u>	Employees regularly assigned to forty (40) hours of work per week. These individuals are eligible to receive City benefits identified in this Handbook.
<u>Part-Time:</u>	Employees regularly assigned to less than forty (40) hours of work per week. These individuals are eligible to receive pro rata City benefits identified in this Handbook if they are regularly scheduled to work thirty (30) hours or more per week, except as required by law. Employees who are regularly assigned to work less than thirty (30) hours per week are not eligible to benefits as set forth in this Handbook, except as required by law.
<u>Seasonal/Temporary:</u>	An employee who normally works full-time or part-time for temporary periods, such as summer help, in positions having irregular workloads, or in experimental positions. Such persons are not eligible to benefits as set forth in this Handbook, except as required by law.
<u>Non-Exempt:</u>	Full-time or part-time employees who are paid on an hourly basis and are not exempt from minimum wage, overtime, and timekeeping provisions of the Fair Labor Standards Act as amended. Non-exempt employees are eligible to receive overtime pay.
<u>Exempt:</u>	<p>Full-time or part-time employees who are paid on a salaried basis and are exempt from the minimum wage, overtime, and certain timekeeping provisions of the Fair Labor Standards Act as amended and applicable state law. Exempt employees are not eligible to receive overtime pay and are paid a pre-determined amount of pay regardless of the number of hours they work each week.</p> <p>Exempt employees include: Youth Services Librarian, Reference Librarian/Assistant Director, *Museum Director, Assistant Museum Director, Public Works Supervisor, *Building Inspector, Assistant City Engineer, Police Lieutenant, Police Captain, *Wastewater Supervisor, *Water Supervisor, *Library Director, *Park and Recreation Director, Senior Center Director, *Public Works Superintendent, *City Clerk/Treasurer, *Fire Chief, *Police Chief, *City Engineer, *City Electrician, and *City Manager, Recreation Supervisor. (* denotes Department Head)</p>

HOURS OF WORK

The normal workweek for all regular full-time employees will be forty (40) hours but may vary by job classification/Department. The specific work schedules for all full-time and part-time employees will be established by each Department Head to meet the needs of the Department. Employees may trade scheduled work days and hours or work flexible schedules with the prior approval of the Department Head.

You are expected to work overtime when requested and must obtain Department Head approval before you work overtime, holiday, or weekend hours.

MEAL & OTHER BREAK PERIODS

Employees are encouraged to take regular rest/meal breaks during their work shift. Break times are determined between the employee and their Department Head.

Nursing Mothers

The City will provide reasonable unpaid break time each day to employees needing to express breast milk for their infant child. This break time must, if possible, run concurrently with any break time already provided to the employee. Any other time needed for this purpose will be considered paid or unpaid in accordance with federal and state law. Employees who are nursing mothers should see their supervisor or Clerk/Treasurer for a private location for this purpose.

Religious Practices

Employees who wish to observe a religious practice during their regularly scheduled workday, such as preparing for prayer and/or praying, should speak with their supervisor or Clerk/Treasurer. The accommodation may require usage of the employee's break time.

OVERTIME/COMPENSATORY TIME

Non-exempt employees will be compensated at the rate of time and one-half for authorized hours worked in excess or outside the normal work schedule calculated to the nearest quarter (1/4) hour. Non-exempt employees may receive a minimum of two (2) hours pay at the rate of time and one-half for emergency callbacks.

Fire Department full-time employees are not eligible of compensatory time but are eligible for overtime after 112 hours worked in a pay period and may receive a minimum of one (1) hour pay for emergency callbacks.

No overtime may be performed without the approval of the Department Head or designee. Employees are required to work any overtime when requested by their Department Head or designee.

Exempt employees are not eligible for overtime. In recognition for time worked necessitated by circumstances above and beyond expectation of the job or for time worked which is unusually more than normal, exempt employees may receive up to forty (40) hours each year in lieu of compensatory time and may be taken any time during the year and may not be carried over.

Non-exempt-employees may receive compensatory time off in lieu of overtime pay. Compensatory time allowance is subject to the following:

- a) An employee may elect to accumulate compensatory time rather than be paid overtime. Compensatory time shall be earned at the rate of one and one-half (1.5) hours for every hour of overtime worked.
- b) An employee who elects to accumulate compensatory time rather than be paid overtime must make an election to designate overtime hours as compensatory time on the employee's weekly time sheet. Once the time sheet is submitted, the designation cannot be changed.
- c) Compensatory time shall not be accumulated beyond two hundred and forty hours (240).
- d) Compensatory time may be paid out in the pay period nearest June 15th and December 15th of the year earned. Compensatory time may not be carried over into the next calendar year.
- e) Use of compensatory time must be scheduled with the prior approval of the Department Head or designee. Compensatory time may be granted by the Department Head as requested by the employee, provided the final determination of the number of employees who may use compensatory time at any given time is vested in the Department Head to insure the orderly and efficient operation of the City. Failure of the employee to secure prior approval shall constitute leaving the work place without permission and may result in discipline, up to and including termination.

STANDBY PAY

Water Utility employees will be assigned a pager/cell phone on a weekly basis. It is preferred that this be on a rotating basis with the ability to either trade or relinquish duty, provided coverage is maintained. Employees must be within sixty (60) minutes from the main facility and must respond to alarms/Police calls immediately upon receiving the call. Employees on stand-by will be paid at the rate of \$25.00 per day.

PAYDAYS AND PAY DEDUCTIONS

Wages and salary will be paid biweekly every other Friday with twenty-six (26) pay periods each year. The pay period starts on Sunday at 12:00 a.m. (midnight) and ends on the following Saturday at 11:59 p.m.

Your pay statement will give you a complete record of your earnings and deductions. Only deductions required by law and those you have authorized in writing will be deducted from your pay. All deductions are listed on your paycheck stub.

We have a direct deposit program that every employee must participate in. Paychecks will be deposited directly into your checking or savings account.

TIME REPORTING

State and federal laws require the City to keep accurate records of time worked by all nonexempt employees. The approved time record is used to compute earnings on the basis of hours worked.

All nonexempt employees are required to maintain a time record using the system provided for that purpose. Pay and deductions for federal and state withholding taxes and social security taxes are determined from these figures.

Altering, falsifying, tampering with time records, or recording time on another employee's behalf may result in corrective action, up to and including termination.

BENEFITS

GENERAL BENEFITS INFORMATION

The City of Fort Atkinson provides certain benefits available for eligible employees in addition to their base compensation. Eligibility for some or all of the benefits will depend on the specific requirements of each plan.

This section of the handbook is an outline of the benefits available to employees – the specific plan provisions, including eligibility requirements, are contained in the plan documents. Any conflict between statements made in the employee handbook and the plan documents will be governed by the formal plan documents. The City reserves the right to add, modify, or terminate any or all benefits and premium contributions without notice.

We understand that medical information about employees and their health is personal. We follow all federal (HIPAA) and state laws regarding privacy of the medical information generated by our insurance plans. Other medical information maintained by the City that is not generated by one of our insurance plans may be considered an employment record. We are committed to protecting this medical information as well and keeping it separate from normal employment records.

CONTINUATION OF MEDICAL COVERAGE (COBRA)

This benefit is provided in accordance with the requirements of the federal law on continuation of health insurance (commonly known as COBRA). Employees who are eligible for insurance continuation will be provided specific information about availability and cost.

In the event of an employee's death, termination of employment (including retirement), certain reductions of hours or entitlement to Medicare benefits, or loss of dependent status according to plan rules, employees and their eligible dependents may be eligible to continue medical coverage through The City at their own expense. Employees should see the Clerk/Treasurer for more information.

This benefit is subject to change as necessary to comply with the federal or state law. Failure to make timely payment of premiums will result in the forfeiture of continuation benefits.

It is important to know that there may be alternate coverage options through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period" which is typically a thirty-day period to enroll in these other options when losing other coverage. Some of these options may be more cost effective than COBRA continuation coverage.

HEALTH INSURANCE

All eligible employees will be offered health insurance through the Department of Employee Trust Funds. The City will pay 88% of the lowest cost plan premium, with the employee paying the balance. Eligible employees married to each other will be offered either two single plans, or one family plan. The City has established a Section 125 plan such that all employee premium contributions may be paid on a pre-tax basis. See Flexible Spending below.

DENTAL INSURANCE

All eligible employees will be offered dental insurance. Eligible employees married to each other will be offered either two single plans, one employee/spouse plan, or one family plan.

LIFE INSURANCE

Group life insurance through Wisconsin Employee's Group Life Insurance is available for those employees eligible for participation in the Wisconsin Retirement Fund.

The amount of insurance in each calendar year is based on the amount of earnings received during the previous calendar year, rounded off to the next highest \$ 1,000 amount. The City will contribute fifty percent (50%) of the employee's basic premium cost for said insurance coverage and the employee will contribute the remainder of the premium cost for said insurance. Over and above the basic group life insurance plan, employees, at their own expense, are eligible for additional group life insurance and spouse/dependent coverage as adopted by Resolution by the City Council.

ACCIDENT INSURANCE

All eligible employees will be offered accident insurance. Deductions are made the first or second pay period. Employees may enroll during open enrollment.

VISION INSURANCE

All eligible employees will be offered vision insurance. Deductions are made the first or second pay period. Employee may enroll during open enrollment.

FLEXIBLE SPENDING PLAN

All eligible employees will be offered a flexible spending plan. Deductions are made the first and second pay period based on the amount selected by the employee. Employees can change the deduction amount during open enrollment.

Through the Flexible Spending Plan, authorized under Section 125 of the IRS Code, employees may elect to deduct specific amounts from their paychecks on a pre-tax basis for specific non-reimbursed medical expenses and dependent care.

Employees may enroll in the medical expense plan on the date they become eligible for our group health insurance plan. Enrollment for the dependent care plan is within 30 days of employment. Annual re-enrollment is required in order to continue participation each year.

The City reserves the right to modify or terminate this plan within the limitations of the IRS regulations. Questions may be directed to the Clerk/Treasurer.

457(b) SAVINGS PLANS

The City offers a 457(b) savings plan which is voluntary with before-tax or after-tax options. Individual contributions are made through payroll deductions and are subject to IRS limitations. A Summary Plan Description will be provided to each participant. This booklet will outline enrollment periods, specific benefits, investment options, illustrations of savings benefits, and withdrawal options. Employees are encouraged to read this booklet. Please contact the Clerk/Treasurer for more information.

LONGEVITY PAY

All eligible employees will receive longevity pay under the following schedule after completion of the prescribed years of City employment. Years of employment must be complete (full) years of service computed as of December 1st of each year. Payment will be made in a separate check issued on or near December 15th of each year.

2	Years of Employment \$ 75.00
3	Years of Employment \$100.00
5	Years of Employment \$125.00
7	Years of Employment \$175.00
9	Years of Employment \$225.00
13	Years of Employment \$325.00
17	Years of Employment \$425.00
20	Years of Employment \$525.00
25	Years of Employment \$625.00

In the event of termination of employment during the calendar year, the longevity payment will be prorated on a monthly basis in the year of termination according to the schedule below.

Partial Months:

- 1st – 15th of the month: 50% of allowed longevity for that particular month
- 16th – End of the month: 100% of allowed longevity for that particular month

MOTOR VEHICLE ALLOWANCE

A vehicle allowance is allowed for the following persons for the use of their automobile for normal City business: City Manager (\$200 per month), Parks & Recreation Director (\$85.00 per month), and Recreation Supervisor (\$70 per month). However, the above-named employees will log their monthly business miles and report them to the City Clerk/Treasurer prior to year-end. Any unsupported income from the monthly allowance will be considered income and will be taxed. The IRS business reimbursement guidelines will be used to calculate expense reimbursements.

Other employees who are required to provide their own transportation for City business may receive the IRS allowable rate per mile. Personal use of City-owned vehicles is prohibited.

UNIFORM ALLOWANCE

A list of acceptable uniform attire will be established by each Department Head. The following employees may be granted annual uniform allowances:

Police Chief, Captains and Lieutenants:

- 100% of current Police Officer Allowance
- \$75 of allowance may be used for physical fitness apparel
- 20% of allowance may be used for cleaning uniform items

Police Department Dispatchers and Records Clerk

- \$200.00 Annually
- No allowance for physical fitness apparel

Full-time Firefighters (Includes Chief):

- \$350.00 Annually
- No allowance for physical fitness apparel or cleaning uniform items.

Upon retiring or resigning from employment, employees will reimburse the City for clothing allowance purchases made in the last three (3) months of employment, unless items purchased received prior approval by the Department Head or City Manager and are documented as needed equipment replacement.

The City will annually provide the following protective equipment to full-time public works and utilities employees:

- | | |
|-----------------------------|----------------|
| Safety shoe allowance | Up to \$100.00 |
| Prescription safety glasses | Up to \$200.00 |

Uniform Allowance For New Employees

A list of acceptable uniform attire will be established by each Department Head. Initial uniform allowance for new employees will be as follows:

Police Chief, Captains and Lieutenants: Total purchases for the initial 2 years of employment are not to exceed \$1,000; the balance of 2nd year per month rate will be calculated using the Patrolman current rate per month for initial uniform allowance.

Dispatchers and Police Records Clerk: Total purchases for the initial 2 years of employment are not to exceed twice the current year allowance; balance of 2nd year to be prorated based on purchases in year one.

Non-exempt Fire Department employees (includes Chief): Total purchases for the initial 2 years of employment are not to exceed twice the current year uniform allowance; balance of 2nd year to be prorated based on purchases in year one.

If employment is terminated by the employer within this initial 2-year period, the employees will reimburse the City for 50% of the amount spent.

SOCIAL SECURITY

Social Security is a federally sponsored program that pays benefits to employees who have made regular contributions to the program during their working years. In addition to the amount employees contribute to Social Security (FICA) automatically through their paycheck, the City contributes an equal amount each pay period.

A full description of Social Security benefits is available through the Social Security Administration.

WISCONSIN RETIREMENT SYSTEM

All eligible employees of the City will be enrolled in the Wisconsin Retirement System. The employee required contribution rates will be the actuarially required Wisconsin Retirement System contribution rate for general category employees as set by Employee Trust Funds. The contribution rate is subject to changes by the Wisconsin Retirement System.

WORKERS' COMPENSATION

Workers' compensation insurance is provided by the City if an employee becomes injured or ill due to work-related causes.

All employees must follow these procedures with respect to workplace injuries. **All injuries must be reported within twenty-four (24) hours to the City's insurance carrier.**

In the event an employee becomes entitled to and receives Worker's Compensation under Chapter 102 Wisconsin Statutes, the employee's Worker's Compensation payment for the period of compensable temporary total disability will be supplemented for a period of six (6) months so that the employee will receive approximately the employee's full salary during this period taking into consideration Worker's Compensation, Social Security payments, if any, and

the amount to be supplemented by the City. This supplementary payment will not be deducted from the employee's accumulated sick leave time.

During the time an employee is receiving Worker's Compensation and supplemental pay, the employee will also receive City benefits for which the employee is eligible. After supplemental pay is ended, the employee will be eligible for such benefits as required by law.

ATTENDANCE & TIME AWAY FROM WORK

ATTENDANCE

The success and efficient operation of the City of Fort Atkinson depends, to a large extent, on every employee being at work and contributing each day. Regular attendance and punctuality are essential functions of every position at the City. The City expects employees to come to work and do their best during their scheduled work hours every day. While there may be legitimate reasons for being absent or tardy, unnecessary, and unplanned absences should be minimal and not disrupt City operations.

EMERGENCY CLOSINGS

There may be certain emergency situations that cause the facility to be closed. Employees will be given as much advance notice as possible. Only the City Manager or his/her designee has the authority to officially close the facility under these circumstances.

CONTAGIOUS DISEASES, EPIDEMICS AND PANDEMICS

The City's top priority is focused on the health and safety of our employees. The City is committed to protecting the workplace in the event of an infectious disease outbreak. The City recognizes that global or local health concerns affecting the general population may impact employees' ability to work around others, either at our offices, off site meetings/conferences, and at client locations. During any period of illness or symptoms, employees should always take precautions and consult their medical provider if symptoms exist or persist and stay home from work until released by their medical provider. Employees should also contact the Clerk/Treasurer to ensure they are following recommended return-to-work guidance by local and federal health departments.

As in the case of a contagious illness of epidemic or pandemic proportions, federal, state, or local guidelines will prevail, and employees will follow those standards. Employees are encouraged to visit the Center for Disease Control or World Health Organization websites for the most reliable and current information. Please contact the Clerk/Treasurer with any questions.

HOLIDAYS

Eligible full-time employees will receive eight (8) hours of holiday pay for the following:

New Year's Day, January 1st.

Spring Holiday, observed annually on the Friday before Easter

Memorial Day, observed annually on the last Monday in May

Independence Day, July 4th

Labor Day, observed annually the first Monday in September

Veterans Day, November 11th

Thanksgiving Day, observed annually on the fourth Thursday in November
Day after Thanksgiving, observed annually the day after Thanksgiving
Christmas Eve, December 24th
Christmas Day, December 25th

Employees using approved and accrued sick or vacation before and after the observed holiday will receive holiday pay.

Departments which conduct City business on days on which the City observes as a holiday will establish their own schedule in which to observe the ten (10) days designated paid holidays.

Off-duty non-exempt Fire Department employees will be paid eight (8) hours pay at regular rate of pay for the calendar holidays. On-duty Non-exempt Fire Department employees will receive Holiday Pay for hours works on the calendar day in addition to their regular hourly rate equivalent to double time.

Whenever a holiday falls on a Saturday, the number of holiday hours will be reduced by eight (8) hours, and personal hours increased by eight (8) hours. Non-exempt employees required to work on this day will receive overtime at 1.5 times regular rate of pay at a 2-hour minimum, in addition to the 8 personal hours provided at the beginning of the year.

Whenever a holiday falls on a Sunday, the City observes the holiday on the following Monday¹. Non-exempt employees required to work on the Sunday will receive overtime at 2.5 times regular rate of pay at a 2-hour minimum.

Examples of Holiday Overtime Schedule for Non-Exempt Employees (2-hour minimum)							
A - Sunday Holiday/Monday Observed	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Holiday	Observed Holiday	Work Day	Work Day	Work Day	Work Day	OT for Work
Rate of Pay for Hours Required to Work	2.5	2.5 (1.5 OT + 8.0 Holiday Hours)	1.0	1.0	1.0	1.0	1.5
B - Monday Holiday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	OT for Work	Holiday	Work Day	Work Day	Work Day	Work Day	OT for Work
Rate of Pay for Hours Required to Work	1.5	2.5 (1.5 OT + 8.0 Holiday Hours)	1.0	1.0	1.0	1.0	1.5
C - Thurs/Fri Holiday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	OT for Work	Work Day	Work Day	Work Day	Holiday	Holiday	OT for Work
Rate of Pay for Hours Required to Work	1.5	1.0	1.0	1.0	2.5 (1.5 OT + 8.0 Holiday Hours)	2.5 (1.5 OT + 8.0 Holiday Hours)	1.5
D - Saturday Holiday (not observed)	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	OT for Work	Work Day	Work Day	Work Day	Work Day	Work Day	Holiday
Rate of Pay for Hours Required to Work	1.5	1.0	1.0	1.0	1.0	1.0	2.5 (1.5 OT + 8.0 Personal Hours)
E - Christmas Eve on a Sunday (not observed)	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Holiday	Holiday	Work Day	Work Day	Work Day	Work Day	OT for Work
Rate of Pay for Hours Required to Work	2.5 (1.5 OT + 8.0 Personal Hours)	2.5 (1.5 OT + 8.0 Holiday Hours)	1.0	1.0	1.0	1.0	1.5

¹ Special exception: When Christmas Eve falls on a Sunday, it is not observed. Employees' holiday hours are reduced by 8 hours and personal hours are increased by 8 hours. Non-exempt employees required to work on this Sunday will receive 1.5 times regular rate of pay at a 2-hour minimum.

Any absence or any time missed including late, leave early, and call-in vacation the day before and the day after a holiday which has not been pre-approved will disqualify you from payment of the holiday involved and the hours will be removed from your bank. An approved absence is a day of paid vacation or paid leave of absence such as disability or worker compensation. Employees on FMLA leaves may be eligible for holiday pay. Please refer to the City Clerk/Treasurer for any questions. Also, see FMLA program in Appendix.

The City is mindful there may be additional religious observances, not including the holidays already mentioned. Supervisors will give such occurrences consideration as vacation, or time without pay if requested, as scheduling permits.

LEAVES OF ABSENCE

The City, in its sole discretion, may grant an eligible employee with one year of continuous service a leave of absence without pay upon a written request outlining the basis for such leave.

No leave of absence will be granted for the purpose of seeking other employment.

Employees must work a minimum of ten (10) working days during a given month to be eligible for a full month of credit for fringe benefits.

If an employee is granted an unpaid leave of absence and desires to have any or all insurance continued, the employee must pay the City or make arrangements with the City Clerk/Treasurer for the payment of sufficient monies to pay the required contributions during the period of absence. The City's only obligation will be to make the deposits provided by the employee.

When an employee who has been on a leave of absence returns, the City will make the required contribution beginning with the month following the employee's return to work. Employees returning to work on a limited time basis following the thirty (30) day leave of absence will have their insurance benefits prorated proportionately.

Prior to returning from any unpaid leave of absence, the City may require the employee to furnish a physician's certificate documenting the employee's ability to return to work without restriction.

Bereavement Leave

The City may grant a leave of up to three (3) days within a ten (10) day period from date of death, with pay, to attend and/or make arrangements for the funeral in case of death in the immediate family of regular full-time employees. "Immediate" family for this provision is defined and limited to the following persons: Spouse, brother or sister (and in-laws), parents (natural or step), parents-in-law, child (natural, adopted, or step), son-in-law, daughter-in-law, aunt, uncle, niece, nephew, grandchildren, grandparents, and grandparents-in-law. Any additional time needed for funeral leave in excess of the

three (3) days allowed, may be granted to an employee making such request, but that time will be chargeable against accumulated sick, personal or vacation time.

Bone Marrow and Organ Donor Leave

If employees have been employed at The City for more than 52 consecutive weeks and worked at least 1,000 hours during this period, they may take up to six (6) weeks of unpaid time off in a 12-month period to donate bone marrow and organs (e.g., kidneys, partial livers, partial lungs, partial pancreas, partial intestine). This leave may only be taken, however, for the period necessary for them to undergo the donation procedure and to recover from that procedure. Eligible employees may substitute other types of available paid or unpaid leave if they choose.

Employees must provide written notification in advance that indicates they will be serving as a bone marrow or organ donor. Employees must make a reasonable effort to schedule the procedure so that it does not unduly disrupt the employer's operations.

The City may require medical certification issued by the health care provider of either the donee or the donor to verify that the bone marrow or organ recipient has a serious health condition that necessitates the transplant, that employees are eligible for and agree to the donation, and the amount of time expected to recover.

Employees would continue to receive group health insurance benefits during the leave if they had coverage under the plan immediately before the leave.

During the period of recovery, the City reserves the right to allow employees to work in an alternative employment position that meets their qualifications. Any period of time during this alternative employment will not reduce the amount of leave they are eligible to receive.

Employees will be restored to the same or an equivalent position when they return to work at the end of their leave. See the Clerk/Treasurer with any questions regarding this leave.

Family Medical Leave Act (FMLA)

The City complies with all applicable provisions of state and/or federal laws on family and medical leave. Under State law, employees who have completed at least one (1) year of employment and worked 1,000 hours, or under Federal law, employees who have completed at least (1) year of employment and worked 1,250 hours may be eligible for FMLA if they experience a qualifying event. The **Appendix** to this handbook outlines the policy, including the rights and obligations of employees, the notification requirements, and the City's obligations. All questions about our Family and Medical Leave policies should be directed to the Clerk/Treasurer.

Jury Leave and Court Appearances

The City encourages all employees to be civic-minded; Any employee who is called for jury duty during the employee's regular working hours will immediately notify the employee's Department Head or the City Manager.

Any employee required to serve as a juror during the employee's regular working hours will be paid the employee's regular wages for an eight-hour day. The compensation paid to an employee serving as a juror will be turned over to the Clerk/Treasurer, excluding mileage. Regular working hours may not be changed to avoid payment under this provision.

When an employee is relieved of jury duty prior to the completion of an eight (8) hour segment on such working day, the employee will report to the employee's respective work site for assignment until completion of the eight (8) hour segment.

Military Leave for Duty or Training

Members of a Military Reserve or National Guard unit may have an annual training period. When an employee receives orders for such duty or training, he or she should promptly notify his or her Department Head detailing the duration of the required service.

If an employee so desires, he or she may use paid vacation time for military service. Any additional time needed for military service will be a leave of absence without pay. Should an employee be required to take an extended leave without pay to fulfill his or her military duty, eligibility for reinstatement after military duty or training is completed is determined in accordance with applicable federal and state laws.

Employees will also be eligible to continue health and dental benefits under certain conditions.

Appropriate leave may be provided for reservists and members of the National Guard to participate in annual encampment or active-duty training, emergency service, or specialized training if all legal requirements are met.

If these activities are compensated by the federal government, the City will pay the difference between an employees' regular straight-time wages and the government's compensation, up to a maximum of two weeks per year. Employees who are not employed on a full-time basis will receive appropriate unpaid time off.

Civil Air Patrol

An unpaid leave of absence will be granted to an employee who is a member of the Civil Air Patrol for purposes of participating in a Civil Air Patrol emergency service operation, so long as the leave of absence does not unduly disrupt the City's operations.

In advance of any emergency service operation, the employee must notify the City in writing that they are a member of the Civil Air Patrol and, at the time of the operation,

may be required to provide a written statement from their commander certifying their participation in an emergency service operation.

An employee may take up to five (5) consecutive workdays of unpaid leave, or up to 15 days of leave in a calendar year, to participate in an emergency service operation. Their status with regard to benefits, pay, and seniority is considered to be uninterrupted by the leave.

Emergency Responder Leave

Employees who volunteer as a firefighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or unit, a public agency, or a non-profit corporation will be permitted to be late or absent from work if due to their response to an emergency, as long as they comply with their responsibilities, provided below.

Employees should notify their Department Head when they become a volunteer and/or when they are no longer a volunteer.

Voting Time Leave

The City believes that each employee should have the opportunity to exercise his/her right to vote in a general election. Since the polls are open extended hours, in most instances, employees may vote before or after work.

However, if their work schedule does not provide employees with the required amount of time to vote during nonworking hours, they will be granted reasonable time off to vote during work hours according to legal requirements and state law. This time off will be considered paid or unpaid based upon state law. The City asks that employees notify their Department Head prior to Election Day if they anticipate a need to take time off to vote and may be granted up to three (3) consecutive hours off work to vote while the polls are open. This timeframe may be determined by the City or Department Head.

PERSONAL TIME

All eligible full-time employees will receive sixteen (16) hours of personal time per calendar year. Eligible full-time non-exempt Fire Department employees will receive twenty-four (24) hours of personal time per calendar year.

Eligible full-time employees hired in the 1st quarter will earn sixteen (16) hours.

Eligible full-time employees hired in the 2nd quarter will earn twelve (12) hours.

Eligible full-time employees hired in the 3rd quarter will earn eight (8) hours.

Eligible full-time employees hired in the 4th quarter will earn four (4) hours.

Eligible full-time non-exempt Fire Department employees hired in the 1st quarter will earn twenty-four (24) hours.

Eligible full-time non-exempt Fire Department employees hired in the 2nd quarter will earn eighteen (18) hours.

Eligible full-time non-exempt Fire Department employees hired in the 3rd quarter will earn twelve (12) hours.

Eligible full-time non-exempt Fire Department employees hired in the 4th quarter will earn six (6) hours.

Personal hours may be used in fifteen (15) minute intervals.

For non-exempt employees whenever a holiday falls on a Saturday the number of holiday hours will be reduced by eight (8) hours and personal hours increased by eight (8) hours.

Personal time will not carry over at year end.

Each Department Head or Supervisor will be given the authority to schedule and approve personal hour usage, giving due consideration to the needs of service, and the staff required to perform the on-going department activities.

VACATION TIME

Employees earn vacation in the calendar year it is to be used.

New Employees: An employee's vacation will be prorated based on hire date for the remaining of the calendar year.

Current Employees: At the beginning of the year, all employees will be notified the amount of vacation for the remaining of the calendar year.

All eligible employees will earn vacation with pay as follows:

- Step 1: 80 hours during the 1st through 5th year
- Step 2: 120 hours during the 6th through 13th year
- Step 3: 160 hours during the 14th through 24th year
- Step 4: 200 hours during the 25th year and thereafter

All non-exempt Fire Department employees will earn vacation with pay as follows:

- Step 1: 112 hours during the 1st year through 5th year
- Step 2: 168 hours during the 6th year through 13th year
- Step 3: 224 hours during the 14th year through 24th year
- Step 4: 280 hours during the 25th year and thereafter

All eligible Dispatchers will earn vacation with pay as follows:

- Step 1: 48 hours during the 1st year.
- Step 2: 96 hours during the 2nd year through the 5th year.
- Step 3: 144 hours during the 6th year through the 13th year.
- Step 4: 192 hours during the 14th year through the 24th year.
- Step 5: 240 hours during the 25th year and thereafter.

Prorated vacation hours will be calculated by dividing the accrued hours in each step hours by hours worker per year.

Eligible full-time employees: 2,080 hours per year

Step one is 80 hours divided by 2,080 = .03846

Step two is 120 hours divided by 2,080 = .05769

Step three is 160 hours divided by 2,080 = .07692

Step four is 200 hours divided by 2,080 = .09615

Eligible full-time Firefighter employees: 2,912 hours per year

Step one is 112 hours divided by 2,912 = .03846

Step two is 168 hours divided by 2,912 = .05769

Step three is 224 hours divided by 2,912 = .07692

Step four is 280 hours divided by 2,912 = .09615

Eligible full-time Dispatchers and Represented employees: 1,947 hours per year

Step one is 48 hours divided by 1,947 = .02465

Step two is 96 hours divided by 1,947 = .04930

Step three is 144 hours divided by 1,947 = .07396

Step four is 192 hours divided by 1,947 = .09861

Step five is 240 hours divided by 1,947 = .01232

Unused vacation hours may be carried over to be used in the next calendar year in an amount equivalent to the hours earned in the current calendar year. No employee may carry over vacation hours in excess of those earned in the current calendar year.

Each Department Head or Supervisor will be given the authority to schedule and approve vacation usage, giving due consideration to the needs of service, and the staff required to perform the on-going departmental activities. Vacation may be taken in fifteen (15) minute intervals.

Vacation accrual may be pro-rated during unpaid or paid time off work.

SICK TIME

All eligible employees will earn sick time with pay at a rate of four (4) hours per pay period.

Non-exempt firefighters will earn sick time at the rate of six (6) hours per pay period.

Sick leave may be accumulated up to one thousand (1,000) hours.

Employees may bank fifty percent (50%) of their earned sick leave in excess of one thousand (1,000) hours on an annual basis into an extended sick leave bank. Employees may not accumulate more than one hundred ninety-two (192) hours into the extended sick leave bank. The extended sick leave bank may be used only when an individual sickness exceeds five (5) days. For any employee who has completed twenty (20) consecutive years of service, this requirement is waived.

Sick leave may be taken in fifteen (15) minute intervals.

Sick leave cannot be used until earned.

Sick time is available to provide employees protection against loss of pay due to illness or injury. Sick leave shall be used only for an employee's or immediate family member's sickness, injury, or medical condition. Sick leave may also be used for routine medical and dental appointments of the employee or the employee's dependent. "Immediate family" includes an employee's spouse, brother, or sister (and in-laws), parents (natural or step), parents-in-law, child (natural, adopted or step), son-in-law, daughter-in-law, grandchildren, grandparents, and grandparents-in-law.

Generally, FMLA leave laws may also apply if an employee is eligible and meets the criteria for an FMLA leave. FMLA leaves run concurrently with any other time taken. See FMLA in the Appendix.

In order to be granted sick leave with pay, an employee must:

- a) Report the reason for absence from work no later than one-half (1/2) hour to the employee's normal reporting time.
- b) Keep the City informed of the employee's condition.
- c) Permit the City to make such medical inquiry or visit as the City determines is necessary.
- d) When requested by the Department Head provide medical documentation of the medical necessity for absences of more than three (3) working days. Prior to returning from any absence of more than five (5) working days because of any medical condition, furnish a physician's certificate of ability to work without restriction.

When an insufficient sick leave balance remains to cover the absence of an employee, the remainder will be charged either to accumulated vacation, compensatory time, or leave without pay, at the employee's option. Sick leave cannot be transferred between employees.

Employees may be allowed to use sick leave if they become ill while on vacation, however, the City may require a physician's certificate or other evidence to verify the illness.

Misuse of sick leave or the making of false reports regarding illness may result in disciplinary action, up to and including termination.

Sick leave accrual may be pro-rated during unpaid/paid time off work.

TIME AT WORK

BACKGROUND INVESTIGATIONS

Background investigations will be required for new full-time employees. Some part-time positions also require background checks. These include, but are not limited to positions that work with or around children, handles large sums of money or confidential material, or at the discretion of the Department Head or City Manager.

CITY PROPERTY

Employees may be provided with various City property or equipment. This may include City vehicles, computers, software, cellular telephones, keys, credit cards, tools, machinery, safety equipment, etc. Employees are responsible for keeping the property in good working order and available for business use at all times. If any such property appears to be damaged, defective, or in need of repair, employees must promptly report this to their supervisor. The City may request that employees replace any City property which is lost or damaged while assigned to them. Worn or defective property will be replaced by the City.

All equipment and materials are to be used for City business during scheduled work hours only and must not be removed from the premises without City approval (see Personal Use policy below). Upon termination of employment, employees will be required to account for and return all City property and equipment that has been given to them for work use. Failure to do so may result in the City taking legal action to obtain the return of its property.

Personal Use of City Facilities and Equipment

City employees may utilize City facilities and equipment for direct personal use only, on off-duty hours with the following restrictions:

- a) For reasons of security, safety, and courtesy to neighboring properties, no facility shall be used between 10:30 p.m. and 6:00 a.m. All doors shall be locked upon leaving.
- b) Employees shall utilize all appropriate safety equipment while performing their work. An employee shall not use any tool or piece of equipment with which he or she is not familiar.
- c) Work of an involved nature, such as major engine overhauls, will not be allowed.
- d) All work areas shall be restored to a neat and clean condition suitable for the normal resumption of City work. Work which by nature prevents proper restoration, such as spray painting of vehicles, shall be prohibited.
- e) No children, spouses, or non-employees shall be allowed on City premises.
- f) An employee shall secure the permission of the department head to use any power equipment or the facilities during non-working hours.
- g) Power tools may not be taken off City premises and non-powered hand tools must be checked out with the department head.
- h) The employee assumes responsibility for any damage to City equipment through personal use.

Each Department may have its own regulations in regard to equipment and facility usage, including any and all safety regulations, but must comply with the City's overall policy on personal use of equipment and facilities.

City of Fort Atkinson will comply with all requirements of the State of Wisconsin Department of Safety & Professional Services regulations regarding occupational safety and health. All employees are required to comply with all safety and health policies of the City and their Departments. All City and Departmental safety and health policies will be maintained by the Department Heads and the City Safety Director.

CONFIDENTIALITY

The City employees may have access to confidential information including payroll, non-public miscellaneous data from computer printouts, software, costs, services performed, pricing, etc. and any other information not available to the general public

While employed, or thereafter, you may not copy, discuss, or distribute any confidential information as described above that comes into your possession as a result of employment with the City other than for an approved use. Also, this confidential information must not be disclosed via email, the Internet, or any social media, such as blogging, Facebook, instant messaging, etc. In all circumstances, the City prohibits the recording of information involving resident/business privacy, HIPAA-protected health information, or other proprietary information relating to the City.

Requests for confidential information from any internal or external source, or requests for media interviews to speak on behalf of the City, should be referred to the City Manager or their designee.

Upon termination of employment, employees will be required to return all City materials and information, and any copies of such materials, to their supervisor.

Unauthorized release or misuse of proprietary City information will be investigated thoroughly. Any employee found to have violated this policy will face corrective action.

DISCIPLINE AND DISCHARGE POLICY

To provide for a positive, effective, and productive workplace for all employees, certain rules are established for conduct of employees. Employees need to be aware that violations of the rules of conduct set forth can affect an employee's future employment with the City.

The Police Department has its own more specific discipline and discharge policy. They shall follow those requirements unless the Department policy does not address the issues defined in this handbook. Please see the Appendix. .

DRUGS & ALCOHOL

It is the policy of the City to maintain a workplace that is free from the health and safety-related consequences of drug and alcohol use and abuse. Employees are required to report to work in appropriate mental and physical condition to perform their job.

While on City premises and/or conducting business-related activities at any location, employees may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. Employees may be subject to drug and alcohol testing according to the policy and should review the policy in the Appendix handbook or see their Department Head or the Clerk/Treasurer for more details.

The legal use of prescribed drugs is permitted on the job only if it does not impair the ability to perform the essential functions of the job effectively and in a safe manner that does not endanger the employee's safety or that of other individuals in the workplace. The abuse of prescribed drugs is also prohibited in the workplace. Employees must notify their Department Head or the Clerk/Treasurer of the use of prescribed drugs or other substances that may affect their ability to perform their job safely and effectively.

In consideration of workplace safety, employees should notify their Department Head or the Clerk/Treasurer if any violation of this policy is observed.

Failure to comply with any part of this policy may result in disciplinary action, up to and including termination.

ELECTRONIC COMMUNICATIONS AND ACCESS TO INFORMATION

This policy applies to the use of City's electronic communication systems. "Electronic communication systems" include, for example, computers, scanners and printers, fax machines, e-mail, the Internet, voice mail, and other methods of communicating through electronic equipment.

In general, the City expects all employees to use its electronic communication systems in a responsible manner. The City reserves the right to restrict or revoke any employee's authorization for use of, and access to, the systems at any time for any reason.

Appropriate Usage: The City's electronic communication systems are provided for the purpose of conducting the City's business. Employees may use the systems as directed for purposes relating to the City's business and to carry out the duties of their employment. Personal use of the City's electronic communication systems should be limited to reasonable use that does not violate the City's policies, interfere with the employee's performance of the employee's duties, interfere with or offend other employees, or disrupt the operation of the City.

Prohibited Uses: The following uses of the City's electronic communication systems are strictly prohibited:

- a) Use of e-mail, voice mail, or any other aspect of the City's electronic communication systems in any manner that could be disruptive, offensive, defamatory, or harmful to other employees, to the business of the City's, or to other third-parties of any type, including, but not limited to, companies, organizations, and individuals;
- b) Downloading, display, viewing, accessing, retrieval, storage and/or transmission of any image, document, cartoon, or message intended to frighten, intimidate, threaten, abuse, harass or offend any third party; pornographic, erotic, sexually explicit or otherwise offensive images, documents, cartoons, or messages; ethnic slurs, racial epithets, or anything that may be construed as threatening, harassing or intimidating to others based on their protected status;
- c) Use of the City's electronic communication systems that infringes the copyright or other intellectual property rights of third- parties of any type, including, but not limited to, companies, organizations, and individuals;
- d) Use of the City's electronic communication systems for personal recreation, including but not limited to playing games, Internet browsing, and on-line shopping, or trading;
- e) Use of the City's electronic communication systems for commercial purposes unrelated to the business of the City;
- f) Solicitation of other employees, vendors, or other third-parties for commercial purposes, political causes, outside organizations, or other non-job-related purposes;
- g) Use associated in any manner with illegal activities, such as gambling, controlled substance use or sale, or trafficking in pornography;
- h) Unauthorized accessing, or attempting to access, confidential information of the City's, such as personnel records, including medical records;
- i) Disclosure of personal or confidential information, such as personnel records, including medical records, without authorization;
- j) Accessing or attempting to access another user's password, data, messages or other information without proper authorization;

No Right to Privacy: The City's electronic communication systems are the sole property of the City. All electronic communications transmitted by, received from, or stored in the City's electronic communication systems, City-issued cell phones or computer resources are owned by the City. Employees have no right to privacy with regard to use of these systems or the information, messages, files, software, and other data stored on these systems. The City has the ability and may access, search, monitor, and/or disclose any communications at any time, for any purpose without prior notice being given to the employee and without seeking permission of the employee. In particular, all e-mail messages are the property of the City. Nothing residing in an employee's computer system or files, the City's e-mail system, or the employee's mailbox will be deemed personal, private or confidential. Any communications related to City business on an employee's personal cell phone do not carry with them an expectation of privacy and the may request a review of the employee's personal cell phone for purposes of responding to Wisconsin Open Records Law requests, civil discovery, or internal investigation of City matters.

Passwords must be disclosed to the appropriate representative of the City upon request.

Downloading Files and Software: Downloaded software and materials must be used and, if necessary, purchased in accordance with United States copyright law. Employees with Internet access should primarily download only software with direct business use, and must arrange to have such software properly licensed and registered prior to downloading it. Downloaded software must be used only under the terms of its license. Users should never install downloaded software to any network storage device without the advance approval of the City Clerk/Treasurer.

No employee may use the City's electronic communication systems to download or distribute software or data that is pirated, or in a manner inconsistent with its license agreement or applicable copyright law. Any software files transferred in any manner into or via the City's computing facilities become the property of the City, subject to the restrictions of any existing licensing agreement or applicable copyright law or policy. In any event, such downloaded files, regardless of license or license ownership, may only be used in a manner consistent with their licenses or copyrights and applicable policies of the City.

All computer files downloaded via e-mail attachment or in any other manner to the City's electronic communication systems or computer resources must be scanned for viruses before they are run or otherwise accessed. Disabling automatic virus scanning software is prohibited. No software may be downloaded or copied without authorization from the City Clerk/Treasurer.

Social Networking: The City recognizes that employees may access and use internet or other social media sites, including LinkedIn, Facebook, My Space, Twitter, Instant Messaging, chat rooms, web sites etc. (collectively referred to for purposes below as "social network"). The City recognizes that there may be legitimate business reasons to access and use social networks for work purposes. If an employee has a legitimate business need to use social networks during working time, the employee should obtain advanced approval from the employee's supervisor. Whether or not such usage is approved by the City, the following standards apply to employees' use of social networks:

- a. The City reserves the right to monitor social network use whether during work time, and outside of work hours if such use impacts the City.
- b. Any social networking performed on City property or using City networks is City property and employees do not have any expectation of privacy with respect to any communications utilizing them. The City reserves the right to access and review such usage at any time.
- c. Employees shall not use social networks to disclose trade secrets and confidential information or engage in unauthorized disclosure of City activities through such usage.
- d. Employees shall not display City logos and trademarks on social network sites without the City's permission.
- e. Use of social networks during working time is prohibited except with supervisory approval. Social networks may be used for personal purposes during non-working time (breaks or lunch) and then only in such a fashion as to not impact any employee's performance of City duties and in a manner not prohibited by this policy.

- f. Employees shall not use of the City's email address for registration on social networking sites.
- g. Employees shall not post false or defamatory information regarding the City or any of its employees on social networks.
- h. Employees shall not use of social networking sites in a manner which violates the City's harassment policy or other portions of this Electronic Communications policy.
- i. If an employee participates in social networking activities in such a manner that the employee's affiliation with the City is evident, the employee shall designate that the views expressed by the employee are the employee's private views and not the City's.
- j. An employee shall not represent, either expressly or implicitly, that the employee is a spokesperson for the City, unless authorized to do so by the City.
- k. If an employee expresses an opinion about the City's product or services or those of a City's client, the employee shall disclose that the employee is employed by the City.
- l. Non-exempt employees may not use social networking sites for approved work-related tasks during non-working hours.

Confidential Information: Any confidential business information belonging to the City and/or its customers may not be transmitted using the City's electronic communication systems unless appropriate measures are taken to protect confidentiality.

Enforcement: A violation of this policy will result in appropriate discipline, up to and including discharge.

EMPLOYEE APPEARANCE

Many City employees will wear specific uniforms (See Uniform Allowances).

For all other City employees, proper attire, according to the type of work you perform, is expected of every employee. Employee attire at all times should be consistent with acceptable business decorum. Please be mindful of visitors to the City. Personal appearance of our employees reflects and influences the overall City image. City employees are expected to care about their personal appearance and ensure that their grooming and attire projects a positive self-image and that of the City.

Where required, employees are expected to wear personal protective equipment that is provided by the City.

Department Heads will have the final decision when determining if an employee's attire is appropriate and reserve the right to send someone home to change if the attire is outside acceptable guidelines.

EMPLOYMENT RECORDS

The City maintains confidential employee records. Employee records are the property of the City and access to the information they contain is restricted to those who need to know this information in order to perform their jobs.

In an effort to keep our records current and because certain changes could affect tax withholding, insurance coverage or work eligibility, employees are obligated to keep us informed in writing of any changes or status changes in name, address, telephone number, citizenship status, marital status, emergency contact information, etc.

Under certain conditions, employees may review specific documents in their employment file. A written request must be made, in advance, to the Clerk/Treasurer who will set up a time to review with the Clerk/Treasurer present. Copies of documents in the personnel file are available upon request.

EMPLOYMENT OF RELATIVES

The employment of relatives is permitted, except in situations where a person would be under the supervision of a relative or in a situation where influence could be exerted, directly or indirectly, on future decisions concerning the status of employment, assignment/promotion/transfer, or compensation.

Immediate family members of current employees may not be hired if that employment would:

- a) Create a supervisor/subordinate relationship with a family member;
- b) Create the potential for an adverse impact on work performance; or,
- c) Create either an actual conflict of interest or the appearance of a conflict of interest.

No employee may participate in any final decision in any employment matter involving an employee who is a family member, or part of the employee's household. This also applies to relationships that may develop during employment.

For this policy, family members are defined as: spouse; child by blood or adoption; spouse's child; sibling; parent or parent-in-law; brother- or sister-in-law; uncle, aunt, niece, nephew, or spouse thereof; grandparent or grandparent-in-law; and fiancé or fiancée.

EXPENSE & TRAVEL REIMBURSEMENT

If employees incur costs as a result of conducting City business, they may seek reimbursement. The City reimburses employees for reasonable expenses that were incurred while conducting business on behalf of the City. See Clerk/Treasurer for specific details.

OUTSIDE EMPLOYMENT

Although it is not encouraged, the City recognizes that personal circumstances or interests may result in an employee seeking additional employment outside the City. If employees are considering outside employment, including self-employment, they should talk with their supervisor and Human Resources about any possible ramifications.

Any employment outside of The City must not compromise the City's interests or the confidentiality of information or otherwise create a conflict of interest. See Confidentiality topics.

In addition, the City will not accept outside employment as an excuse for poor job performance, absenteeism, tardiness, the inability to work required hours for their position at The City, or any other failure to meet the performance expectations and legitimate business demands. If employees' work at the City suffers, they will be subject to normal performance management procedures.

Use of equipment, tools, or confidential business information of the City in order to perform work for another City or an employee's own business is prohibited.

PERFORMANCE EVALUATIONS

The City will evaluate employee performance. Periodic evaluations are an important part of ensuring that City employees are properly serving the best interests of the City and its residents. Periodic evaluations are an opportunity to let each employee know how the employee is performing, how performance may be improved, and to receive input from the employee concerning training, supervision or any job difficulties that may be occurring. The practices of Departments for the evaluation process may vary.

All employees who may be eligible for a step increase or an annual pay adjustment will be required to have a performance review confirming that employee is meeting the expectations of the job.

POSITION VACANCIES

In the event a regular full-time job vacancy occurs which the City desires to fill, notice of the vacancy will be posted in all City departments for five (5) working days. During this time, employees may apply for the position. The City may also externally advertise the vacancy during the internal posting period. The selection of any applicant to fill a job vacancy shall be made on the basis of relative ability, experience, and qualification.

PROFESSIONAL DEVELOPMENT

The City recognizes the value of the professional development of its employees and may provide adequate opportunities to develop their skills and abilities through attendance at short courses, institutes, seminars and/or conferences.

If an employee is required to achieve or maintain a classification for that employee's job, the City will pay for the books, tuition, and mileage for successfully completing any professional development required for that classification which requires the approval by the Department Head and City Manager.

Employees who are not Department Heads must receive prior approval from the Department Head for attendance during working hours and/or reimbursement for all continuing education opportunities. For non-Department Heads, out-of-state training is generally not allowed. However, under extenuating circumstances, out-of-state training may be allowed with the approval of the City Manager. The City reserves the right to request a written report from any of these sessions. The City may pay reasonable membership dues to related professional organizations or associations.

Primary exam testing required by the employee's job description in the Water and Wastewater Utilities will be paid for by the Utility for up to two (2) attempts. Certification and re-certification in the Water and Wastewater Utilities for the employee's primary job will be paid for by the Utilities.

REFERENCES

All requests regarding references for any past or present employee are to be directed to Human Resources. Only pertinent, factual information, such as dates of employment, job title, etc., will be released. Confidentiality of references will be strictly maintained.

This section does not apply to the Police Department when performing or cooperating with a background investigation or hiring process as described under Wisconsin Act 82 which requires law enforcement agencies to create, collect and share employment information as part of their recruitment and hiring processes.

REMOTE WORK

Working remotely refers to working at home or offsite rather than a physical presence in the workplace.

Generally, City employees do not work from home; however, there may be exceptional circumstances due to emergency facility closings, pandemic illness, etc. that may necessitate some short-term remote work.

The eligibility for remote work is dependent upon several factors, including but not limited to job responsibilities, employee competencies, business needs and workspace/equipment. A remote workday is a regular workday. Employees working remotely are expected to work their regular number of hours and be available during their regular work schedule, as pre-approved. Non-exempt/hourly remote workers are responsible for properly submitting accurate time records of all hours worked, as instructed.

All policies relating to onsite workers apply equally to remote workers, including those regarding the use of City property and computers. Remote workers are expected to use the preferred communication tools and equipment provided by The City.

RESIDENCY

City residency is strongly encouraged for all City employees; however, City residency is not required for City employees, except for Full-Time Fire Department employees who must live within twenty-five (25) miles of the fire station and the Police Chief, Captains and Lieutenants who must live within twenty-five (25) miles of the police station. Compliance must be within one (1) year from an employee's date of hire; however, an extension of time may be granted in the City Manager's sole discretion.

SAFETY

All employees are expected to obey safety rules and exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or remedy such situations, will be subject to corrective action.

All accidents, no matter how minor, must be reported immediately to the supervisor or Human Resources. Lack of notification could affect an employee's workers compensation benefits.

Employees are required to follow these general safety rules:

- Any illness or injury, no matter how slight, must be reported to the employee's supervisor or manager. Employees should never attempt to treat their own or another employee's injury unless they have received formal first aid training.
- Any activity that may result in injury or damage to City property will not be tolerated.
- Employees are responsible for using the required ergonomic and/or personal protective equipment provided by the City.
- Employees should always lift objects using the proper lifting techniques.
- Employees may only use tools that are in good working order. Never use tools that are defective in any way and report any malfunctioning tools or equipment to a supervisor.
- Employees are responsible to keep their work area clean at all times.
- Clean up any liquid or chemical spills immediately and indicate any wet or hazardous surfaces with proper signage.
- Employees must use care and follow handling procedures when using hazardous materials.
- Employees must follow lockout/tagout notices on equipment and machinery.

Employees should feel free to discuss any suggestions or comments regarding safety with their Department Header at any time.

TERMINATION & RESIGNATION

We hope you will find your employment with us to be both personally and professionally rewarding; however, we do recognize that either you or the City may terminate the employment relationship at any time, for any reason. If you decide to leave, a minimum of a two (2)-week written notice would be appreciated. Upon termination, all keys, credit card and other City property must be returned.

Terminating employees will receive all earned, but unused, vacation time. Terminating employees will reimburse the City for any used, but unearned vacation days. Should a separating employee use any of the Personal Time hours added from a Saturday holiday prior to the actual date of the holiday, the employee's final paycheck may be reduced by the number of hours taken. Unused Holiday and Personal Time will not be paid out upon separation, including retirement. Final paychecks will generally be issued on the regularly designated payday. Accumulated sick leave for employees separating from employment who were hired after January 1, 2013 will not be paid out.

If eligible, you will be contacted and offered the opportunity to continue coverage through our group health and dental plans at your own cost.

Retirement

Upon retirement an employee hired on or before January 1, 2013 will have the option of:

- a) Applying the value of the employee's accumulated regular sick leave to pay health insurance and dental premiums, as long as participation is allowed by the group health insurance provider. A maximum of one thousand (1,000) regular sick leave hours are allowable for accumulation for this purpose. Extended sick bank hours do not apply. There will be no cash payout of unused sick leave. The same benefit will be allowed for surviving dependents of employees who die or become totally disabled during their employment.
- b) Crediting the value of earned and unused vacation towards the employee's health and dental insurance premiums, as long as participation is allowed by the group health insurance provider.
- c) In the event a retiring employee is the spouse of another City employee eligible for health insurance, the City will hold the sick leave balance toward health insurance coverage until the retired employee needs health insurance due to retirement of the spouse and the spouse's unused sick leave has been exhausted, as long as participation is allowed by the group health insurance provider.
- d) Making contributions to the City to extend health and dental insurance coverage; however, the amount cannot be greater than 50% of the premium amount and should be a consistent amount each month.
- e) Any unused balance of converted benefits will not be paid out should a retiree not use the funds available for health and dental insurance.
- f) Dental insurance is only available for up to 36 months.

Upon retirement any eligible employee may apply pro-rated accrued vacation to pay for health and dental insurance premiums. Dental Insurance is available to a retiree up to 36 months of coverage with paid premium. Making contributions to the City to extend health and dental insurance coverage; however, the amount cannot be greater than 50% of the premium amount and should be a consistent amount each month

TOBACCO USE

There is a concern about the effect of tobacco use on employees' health as well as the effects of secondhand smoke on nonsmokers.

Tobacco use is not permitted anywhere or at any time within the City's facility. This includes cigarettes, cigars, pipes, smokeless/chewing tobacco, e-cigarettes, vaping, etc. Your manager will show you the location of designated areas where tobacco is permitted outside the building. Tobacco use in these areas is permitted only during designated break and meal periods. You are expected to dispose of tobacco materials safely and in the proper containers.

Under Wisconsin law, smoking is prohibited in all enclosed places of employment, defined as any enclosed place that employees normally frequent during the course of employment, including an office, a work area, an elevator, an employee lounge, a restroom, a conference room, a meeting room, a classroom, a hallway, a stairway, a lobby, a common area, a company vehicle, or an employee cafeteria.

VEHICLES

All City of Fort Atkinson employees who drive City-owned vehicles should familiarize themselves with the following rules governing the use of City motor vehicles:

- a) All employees who drive City-owned vehicles are required to have a valid, current operator's license, whichever is required for the type of vehicle being driven.
- b) Only City of Fort Atkinson employees may drive motor vehicles owned by the City of Fort Atkinson.
- c) No passengers other than on-duty City of Fort Atkinson employees may ride in or on any motor vehicle unless the person(s) is authorized to do so by the Department Head.
- d) All employees who drive City of Fort Atkinson motor vehicles shall do so in a safe manner and obey all traffic regulations.
- e) Since City vehicles are easily recognized by citizens and therefore become a public relations factor, personal use of City vehicles is prohibited.
- f) Any change of status regarding an employee's motor vehicle operator's license, permanent suspension, revocation, or restriction code, must be reported to an employee's Department Head immediately.
- g) Prior to driving any City of Fort Atkinson motor vehicle, and annually when requested, employees will show their operator's license to their immediate supervisor. The supervisor shall maintain a written record of each employee's operator's license number.

EMPLOYEE ACKNOWLEDGEMENT

I hereby acknowledge that I have received a copy of The City's Employee Handbook, as well as its appendix and addendum(s). I understand that the contents of this handbook are for general information and guidance and it does not constitute a contract. I understand that it replaces and supersedes any previous policies, manual, or communications, whether written or oral. I further understand that all contents in this Employee Handbook are subject to change in accordance with applicable laws, but employees will be advised of any changes. I understand that I must refer to the on-line version of the handbook for the most current and up-to-date version of all topics.

I understand that certain employees are covered by a collective bargaining agreement. Should there be a difference between the collective bargaining agreement and this handbook the collective bargaining agreement will prevail.

I have entered into my employment relationship with the City voluntarily and acknowledge that there is no promise or guarantee for a specified length of employment. Employees have the right to terminate the employment relationship with the City at any time, with or without notice, for any reason. The City has the same right to terminate the employment relationship at any time, with or without notice, for any reason not prohibited by law. I understand that my employment is at-will and that my at-will status may not be altered or changed in any way without the authority and signature of the City Manager.

This handbook has control over all prior and existing policy statements, presentations and understandings dealing with the same subject matter. This handbook may not be altered or amended without the written authorization of the City Manager. The City reserves the right to change or cancel any policy or procedure at any time, as allowed by law. Any statement for any term or condition of employment which conflicts with any information contained in this handbook must be in writing and authorized by the City Manager.

I understand it is my responsibility to read and understand the contents of this Employee Handbook and the Appendix including the topics on harassment, attendance, drug and alcohol use, and safety. If I do not understand any provision of the handbook, I shall contact my immediate supervisor or Human Resources for clarification.

Employee Signature _____

Print Name _____ Date _____

Note: All employees will be required to acknowledge receipt of the Employee Handbook by signing this acknowledgement. This copy is to be removed and placed in the employee's personnel file.

Appendix to Employee Handbook

ALCOHOL AND DRUG POLICY

The City of Fort Atkinson is committed to the safe operation and maintenance of its facilities as well as appropriate provision of services. Any employee determined to be using, possessing, distributing, selling or under the influence of alcohol or a controlled substance during work hours (including lunch or break periods), while on City property, or while operating or riding in a City vehicle will be subject to disciplinary action up to and including discharge.

An employee is considered under the influence of a controlled substance if that employee has the presence of a controlled substance, or drug metabolite in the individual's system, as determined by appropriate testing of a bodily specimen, that is equal to or greater than the levels specified for the confirmation test. With respect to alcohol, an employee is considered "being under the influence" if the employee has a positive reading in a breath alcohol test, to include a Preliminary Breath Test (PBT). These shall be referred to as a "positive test."

This policy does not apply to persons taking prescription drugs, as directed by a physician or dentist, provided such use shall not endanger the worker or others. If an employee is required to use prescription medicine that the employee has been advised has the potential to impair the employee's job performance, the employee shall notify the employee's immediate supervisor.

When a supervisor has reasonable suspicion that an employee is under the influence of alcohol or drugs (based on appearance, behavior, speech, or body odors) the employee shall be required to submit to alcohol and/or controlled substance testing.

When there exists "reasonable suspicion" that an employee is under the influence of or impaired by alcohol or a controlled substance, the supervisor making the observation must immediately document the "reasonable suspicion" circumstances on the *Supervisor's Report of Impairment* form. "Reasonable suspicions" means a belief that an employee is using or has used drugs and/or alcohol in violation of this Policy, drawn from specific, objective and articulable facts and reasonable inferences drawn from those facts in light of the observer's experience, including but not limited to the following:

- a) Observance phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of an employee appearing to be under the influence of a drug or alcohol;
- b) Abnormal conduct or erratic behavior while at work, excessive absenteeism, excessive tardiness, or significant deterioration in work performance;
- c) A report of drug use provided by reliable and credible sources, which has been independently corroborated;
- d) Evidence that an individual has tampered with a Department drug test; or
- e) Evidence that an employee is involved in the illegal use, possession, sale, solicitation, or transfer of drugs while working or while on the Department's premises or while operating the Department's vehicle(s) or equipment.

TESTING PROCEDURE

- A. After the *Supervisor's Report of Impairment* form is completed, arrangements must be made with the Fort HealthCare Business Health Services, 520 Handeyside Lane Ste. 3, (920) 568-5018 for the testing and/or collection of urine and blood samples.
- B. If the employee is a union member, he or she should be given the opportunity to contact a union steward. If a union steward is not available, the employee should be given the opportunity to contact another union employee to meet with the employee believed to be under the influence.
- C. In the presence of a steward (or if not available, another union employee) and a management witness, make the following statement to the employee:
 - 1. "I have been observing you and it appears that you are under the influence of or impaired by alcohol or a controlled substance. Would you like to make any statements regarding this observation?" If the employee responds in the affirmative regarding being impaired or being under the influence, make arrangements for the employee's safe transport home (notice shall be required under these circumstances.) If the employee answers in the negative, the following should be stated" "We are requesting that you undergo a sobriety test and a drug screen test so that we can make an objective, medical determination of your condition."
 - 2. "If you refuse to take these tests, you will be presumed to be under the influence of or impaired by alcohol or a controlled substance and medically unqualified to perform your work duties, which may result in your termination."
 - 3. "If you agree to take these tests and the results are negative, you will be compensated for all time lost."
 - 4. "Do you understand?"
 - 5. "Will you take the test?"
- D. If the employee refuses to consent to the test, it should be duly noted on the *Supervisor's Report of Employee Impairment*.
- E. If the employee consents to the test, the employee should be promptly escorted by a member of the Police Department to the Fort HealthCare Business Health Services, 520 Handeyside Lane Ste 3 for the testing which may include a breath alcohol test and/or collection of blood and urine samples. Remember, TIME IS OF THE ESSENCE!
- F. Upon arriving at the Fort HealthCare Business Health Services, 520 Handeyside Lane Ste 3, the medical staff should be advised that you are there for a City "reasonable suspicion" drug/alcohol test, which may require a breath alcohol test and/or the taking of urine and blood samples.
- G. The employee will be required to sign a city *Drug/Alcohol Screening Waiver and Consent* form (attached) and may be requested to sign other consent forms required by Fort HealthCare Business Health Services. A copy of the *Supervisor's Report of Employee Impairment* form should be provided to the medical staff for submission to the laboratory along with the blood and urine samples.
- H. Refusal to sign any required form or lack of cooperation during the "reasonable suspicion" process will result in a presumption that the individual is unable to pass the test and, therefore, will not be considered medically qualified to continue to perform his or her job duties for the City and may be disqualified from employment with the City.
- I. A urine sample must be provided in privacy. However, if there is reason to believe that the employee has altered or substituted specimens, the employee can be required to give a second sample under direct observation. The urine specimen shall be collected in appropriate collection containers and sealed, labeled, and initialed by the employee without the container ever leaving his or her sight. The employee has an obligation to identify each specimen and initial the same.

- J. The lab personnel will then ensure that the urine and blood specimens have been properly obtained, that appropriate chain of possession procedures have been followed and have been documented in writing, and that the *Supervisor's Report of Employee Impairment* accompanies the samples to the laboratory.
- K. The employee will then return to the workplace with the supervisor, at which time arrangements will be made for the transportation of the employee to his or her home.
- L. The employee should then be advised that he/she will be placed on administrative leave pending results of the lab test.
- M. If the confirmatory test results are "positive" for the presence of alcohol or a controlled substance, the designated Medical Review Officer (M.R.O.) will review and interpret the test results to determine if it could have a medical explanation.
- N. If the M.R.O. determines that the confirmatory test results are "positive" for the presence of alcohol or a controlled substance, the employee will be promptly provided a written notification that: (1) the employee tested positive for the presence of alcohol or controlled substance; (2) because of this positive test result, the employee may be medically unqualified for continued employment with the City; and (3) the test results are available upon written request within sixty days of receipt of this notice.

Drug testing for marijuana or cannabis will comply with state law.

City employees who hold commercial driver's licenses (CDLs) and who operate commercial motor vehicles while employed by the City may be subject to additional rules and regulations imposed by the federal government.

An employee involved in an accident while driving on duty must submit to an alcohol and controlled substance test if the accident involves the following:

- a) Personal injury or the loss of human life
- b) Property damage
- c) The issuance of a moving traffic citation under state or local law

The intoxilyzer test must be administered as soon as possible, but no later than eight (8) hours following the accident. The drug test must be administered within thirty-two (32) hours of the accident. If the alcohol test is not administered within two (2) hours of the accident, the supervisor or department head will complete a report explaining the reasons for the delay in conducting the test. If the alcohol test is not administered within eight (8) hours of the accident or if the drug test is not administered within thirty-two (32) hours of the accident, the supervisor or department head will complete a report explaining why the test was not conducted. An employee who is subject to post-accident testing shall remain readily available for such testing, the failure of which may result in the Department considering that the employee refused to submit to testing.

The City strongly urges its employees to avoid any activities which would create an apparent conflict with the intent of this policy, such as consumption of alcoholic beverages prior to normal work periods. The immediate benefits of adhering to this practice include the attainment of higher levels of employee safety and performance, maintaining the public's positive perception of the City and its employees, and the avoidance of accidents at work or the suspicion of being under the influence of alcohol or drugs during work hours.

Any employee who believes that they have a problem with drugs or alcohol may apply for a leave of absence and seek medical assistance. The City will explain the provisions of the City medical insurance benefits and leave of absence policy. All contacts will remain confidential.

Although the City is concerned with rehabilitation, it must be understood that disciplinary action may be taken, up to and including the possibility of dismissal, when an employee's job performance is impaired at any level because he/she is under the influence of alcohol or drugs on the job.

DRUG/ALCOHOL SCREENING WAIVER AND CONSENT

Date: _____ Time: _____

I [employee], hereby authorize the Fort HealthCare, its physicians, nurses, and technicians, to collect specimens of my urine and blood for the purpose of determining the presence of controlled substances and alcohol therein and to further determine the content thereof. I further understand that the results of this testing may affect my employment status with the city of Fort Atkinson. I understand and agree that the results of this test will be disclosed to my employer, and hereby release the Fort HealthCare, the city of Fort Atkinson, the Union, and any employees and/or agents thereof from any and all claims or causes of action resulting from the disclosure of these results. I hereby further agree to waive any physical-patient privilege that may otherwise exist with respect to the confidentiality of the results of these tests.

IMPORTANT: In order to ensure accuracy in this screening, it is essential to know ANY and ALL of the prescription drugs, non-prescription drugs, over-the-counter medications, and any other chemical substance you have taken within the last month. If you are not taking any medications, drugs, or other chemical substances, please check "none".

() None	() _____
() _____	() _____
() _____	() _____

Employee Signature

Employee Name (printed)

Witness/Physician and/or Nurse

Witness (Optional)

Witness (Optional)

SUPERVISOR'S REPORT OF EMPLOYEE IMPAIRMENT

Employee: _____

Date: _____

Location: _____

Time: _____

Observations

Breath: (odor of alcoholic beverage) ☐ Strong ☐ Faint ☐ Moderate ☐ None

Eyes: ☐ Bloodshot ☐ Glassy ☐ Normal ☐ Watery
 ☐ Heavy Eyelids ☐ Fixed Pupils ☐ Dilated Pupils ☐ Clear

Speech: ☐ Confused ☐ Stuttered ☐ Thick Tongued ☐ Accent ☐ Mumbled
 ☐ Fair ☐ Slurred ☐ Good ☐ Mush Mouthed ☐ Not understandable

Attitude: ☐ Excited ☐ Combative ☐ Hilarious ☐ Indifferent ☐ Talkative
 ☐ Insulting ☐ Carefree ☐ Cocky ☐ Sleepy ☐ Cooperative
 ☐ Profane ☐ Polite ☐ Other _____

Unusual

Action: ☐ Hiccupping ☐ Belching ☐ Vomiting ☐ Fighting ☐ Crying
 ☐ Laughing ☐ Other _____

Balance: ☐ Falling ☐ Needs Support ☐ Wobbling ☐ Swaying ☐ Other _____

Walking: ☐ Falling ☐ Staggering ☐ Stumbling ☐ Swaying ☐ Other _____

Turning: ☐ Falling ☐ Staggering ☐ Stumbling ☐ Swaying ☐ Other _____

Other Circumstances

Accident: _____

Injuries: _____

Illnesses: _____

Excessive Absenteeism: _____

Excessive Tardiness: _____

Misconduct: _____

Horseplay: _____

Marked Behavioral Changes: _____

Decline in Productivity: _____

Indicate any other unusual actions or statements: _____

Signs or complaints of illness or injury: _____

SUPERVISOR'S OPINION

Effects of alcohol/drug intoxication: ☐ None ☐ Slight ☐ Obvious ☐ Extreme

Operation of Equipment: ☐ Yes ☐ No

Additional Comments: _____

Employee Admit Impairment: ☐ Yes ☐ No

Record of Conversation with Employee: _____

Action Taken: ☐ If yes, employee sent home ☐ If no, employee sent for test

Supervisor: _____

Signature: _____

Date: _____

Time: _____

Witnesses: _____

FAMILY AND MEDICAL LEAVE POLICY (WISCONSIN & FEDERAL)

Statement of Policy

It is the policy of the City of Fort Atkinson (the City) to comply with the requirements of the Wisconsin and Federal Family and Medical Leave Acts (FMLA). Generally, an eligible employee will be granted up to 12 weeks of FMLA leave during a 12-month period on a rolling-forward basis. The leave may be paid or unpaid, depending on the reason for the leave and the benefits to which the employee may be eligible. This policy will be administered in compliance with the National Defense Authorization Acts of 2008 and Fiscal Year 2010 as they amend the Family and Medical Leave Act of 1993, and the regulations implementing the Family and Medical Leave Act of 1993 effective March 8, 2013.

State and federal laws differ in a number of areas, and the City will comply with both. When an absence qualifies as family leave under either state or federal law or both, the following rules apply:

- The employee is deemed to be exhausting his/her entitlement under both state and federal law concurrently; and

- The law most generous to the employee will apply.

The taking of leave under this policy will not be used against an employee in any employment decision, including the determination of promotions, discipline, compensation, etc.

Eligibility

To be eligible for leave under this policy, an employee must have been employed by the City for at least 12 months. In addition, in the 12 months immediately preceding the commencement of the leave, the employee must have worked at least:

- 1,000 hours to qualify under Wisconsin law; and
- 1,250 hours to qualify under federal law.

Amount of Leave Available

As stated above, an eligible employee is generally eligible for up to a total of 12 weeks of protected leave within a 12-month period on a rolling-forward basis for any combination of reasons. It is possible that an employee could qualify for leave only on the basis of hours worked under the Wisconsin law, which generally covers shorter periods of time than the 12 weeks provided by federal law. For Wisconsin leave purposes, the 12 month period during which leave must be taken is based on a calendar year. These situations will be discussed on a case-by-case basis with affected employees.

Types of Leave Covered

A. Birth or Placement for Adoption or Foster Care

Family leave will be available to eligible male and female employees for the birth of a child or for placement of a child with the employee for purposes of adoption or foster care. Such leave must generally be completed within 12 months of the birth or placement (16 weeks to commence leave taken only under Wisconsin law).

B. Serious Health Condition of Employee

An eligible employee who experiences a serious health condition as defined by the state and/or federal law may take medical leave under this policy. A serious health condition will generally occur when the employee:

- Receives inpatient care in a hospital, hospice, or nursing home;

Suffers a period of incapacity of more than three consecutive full calendar days accompanied by continuing outpatient treatment/care by a health-care provider;

Is pregnant, including severe morning sickness;

Has a history of a chronic condition which may cause episodes of incapacity; or

Has a permanent or long-term condition which requires continuing treatment by a health care provider.

Medical leave may be taken all at once or, when medically necessary, in smaller increments. The need for leave must be documented by the employee's treating health-care provider through the medical certification process.

An employee may be paid for all or part of a medical leave to the extent s/he is eligible for benefits such as short-term disability.

A fitness-for-duty statement will be required in order for an employee to return from a medical leave. Failure to provide the statement will result in a delay in the return to work.

C. Serious Health Condition of Immediate Family Member

An eligible employee may take family leave under this policy in order to care for a son, daughter, spouse, or parent with a serious health condition (see above section for general definition). The Wisconsin FMLA also covers the serious health condition of an employee's parent-in-law, domestic partner (registered or unregistered) and domestic partner's parent. This leave may be taken all at once or, when medically necessary, in smaller increments. It will be necessary for the family member's treating health-care provider to document the need for leave through the medical certification process. An employee may be required to provide certification of domestic partner relationship.

Qualifying Exigency for Military Family Leave

An eligible employee may take family leave under this policy while the employee's spouse, son, daughter, or parent (the "military member") is on covered active duty or call to active duty status for any qualifying exigency under federal law. This leave may be taken all at once or, in smaller increments. It will be necessary to submit a complete and sufficient certification for FMLA leave due to a qualifying exigency. Qualifying exigency leave may be taken by family members of **regular armed service members**, as well as family members of Reserve and National Guard members, provided the service member is **deployed to a foreign country**.

D. Military Caregiver Leave

An eligible employee may take up to an additional 14 weeks (not to exceed 26 weeks total) of family leave in a single 12-month period under this policy to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by active duty) for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. A covered service member may also be a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

This entitlement will be applied on a per-covered-service member, per-injury basis. The covered service member must be the eligible employee's spouse, son, daughter, or parent, or next of kin. It will be

necessary for the covered service member's treating health-care provider, as defined by law, to document the need for leave through the medical certification process.

Notifying the City of the Need for Family or Medical Leave

Generally, an application for leave must be completed for all leave taken under this policy. When the need for leave is foreseeable, the employee should provide notice at least 30 days in advance. When this is not possible, notice should be provided as soon as the employee learns of the need for leave. In cases of emergency, verbal notice should be given as soon as possible (by the employee's representative if the employee is incapacitated), and the application form should be completed as soon as practicable. Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay of the leave. Leave application forms are provided by the Human Resource Department.

Calling in "sick" does not qualify as FMLA leave. An employee must provide sufficient information regarding the reason for an absence for the City to know that protection may exist under this policy. Failure to provide this information as requested will result in the employee's forfeiting all rights under the policy. This means the absence may then be counted against the employee for purposes of discipline for attendance, etc.

Medical Certification of a Serious Health Condition

Generally, the City will require medical certification to verify that an employee or family member's illness meets the definition of serious health condition and to determine the nature and duration of the leave. In the case of a family illness, the provider must also verify that the employee is needed to care for the family member.

Periodic recertification to verify that a condition is ongoing may be required as provided by the law.

The appropriate form should be obtained from the Human Resource Department and should generally be returned within 15 days. Failure to provide this certification may result in delay or denial of the leave.

Additional Certifications

If the City has reason to question the validity of a medical certification, an employee may be required to provide a second certification from a health-care provider selected and paid for by the City. If the second opinion differs from the first, a third opinion may be required. The health-care provider for the third opinion must be mutually chosen by the employee and the City and paid by the City. The third opinion, by law, is binding on all parties.

Use of Paid and Unpaid Leave

Both state and federal FMLA mandates that an employer provides unpaid leave to eligible employees. However, an employee or employer may elect to substitute a paid benefit for which the employee is eligible in order for the employee to receive pay during the leave. In some cases, the City may require that benefits, such as vacation, be used before the employee may take unpaid time. When paid benefits are substituted for the otherwise unpaid time, the employee is using the benefits concurrently with FMLA leave, and those benefits will not be available to the employee later. When paid benefits are substituted, the employee may be required to satisfy any procedural requirements of the organization's paid leave policy (for example, advance notice to use paid leave, use of paid leave in established increments, etc.).

In cases where substitution of a paid benefit is not possible, the employee will receive reduced compensation consistent with the number of hours the person actually works.

In order to receive pro-rated sick time during paid and unpaid leave, an employee must use at least 50% of their benefit time in a pay period. Sick accrual will be pro-rated based on the benefit time used.

Intermittent or Reduced Schedule Leave

Intermittent and/or reduced schedule leave will be permitted when it is medically necessary and, *(in some cases, for birth or placement for adoption.)* In all cases, the total amount of leave taken in a 12-month rolling period should not exceed the 12 weeks defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee's job. To the extent an employee has control, medical appointments and treatments related to a serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

The City may, in some cases, transfer an employee to an alternative position, with equivalent pay and benefits, in order to better accommodate the need for intermittent or reduced schedule leave.

Benefit Continuation During Leave

Coverage under group health insurance will continue while on leave, but employees must continue to pay their portion of the premium. Payment arrangements will be discussed with individuals upon their request for leave.

Rights Upon Return from Leave

An employee who takes leave under this policy will be reinstated to the same job or an equivalent position upon completion of the leave. If an individual has exhausted all leave under this policy and is still unable to return to work, the situation will be reviewed on a case-by-case basis to determine what rights and protections might exist under other City policies.

The law provides that an employee has no greater rights upon a return from leave than the individual would have had if s/he had continued to work. Therefore, an employee may be affected by a layoff or other job change if the action would have occurred had the employee remained actively at work. In such cases, the official date of the layoff will mean the end of FMLA leave for the employee. If the employee is recalled, if FMLA leave is still required, it may then continue.

Worker's Compensation Absences

When an employee is absent due to a work-related illness or injury which meets the definition of a serious health condition, the absence will be counted against the employee's allotment of FMLA leave under federal law. In other words, the employee is using Federal FMLA leave concurrently with the worker's compensation absence.

Early Return from Leave

An employee who wishes to return to work earlier than originally anticipated should provide at least one week's notice of such request. A fitness-for-duty certification may be required.

DISCIPLINE/DISCHARGE POLICY

The following conduct is prohibited while on City time and may subject the individual involved to disciplinary action, up to and including termination. The following examples are illustrative of the type of conduct that is prohibited, but this list is not all-inclusive:

- d) Direction of violence at other City employees, or members of the public; this includes threatening or attempting to do bodily harm to others, or damaging any City vehicle or equipment, or threatening, intimidating, interfering with, or abusing (physically or verbally);
- e) For employees (except sworn police officers) to open carry firearms or other weapons at the workplace, in City-owned vehicles, or during the course of performing job duties; concealed carry, however, is permissible provided the proper permit has been attained;
- f) Theft or inappropriate removal or possession of City property without prior authorization;
- g) Violation of the City's alcohol and drug policy;
- h) Violation of the City's harassment policy;
- i) Being subject to a pending criminal charge or the conviction of an offense which is substantially related to the employee's job duties;
- j) Insubordination, including the refusal to follow directives given by a supervisor as long as the directive is legal and in line with the ethics of public service;
- k) Intentionally introducing a virus into the City's network or otherwise intentionally corrupting or compromising the City's computer systems;
- l) Failure to perform the duties of the position. The duties required should be shared with the employee and be consistent with the position's job description;
- m) Making malicious, misleading, or false statements about City employees or matters. Failing to maintain confidentiality with respect to City information;
- n) Falsification of records, cheating, stealing, giving false or incomplete information required by an authorized person or otherwise misrepresenting one's authority in the performance of assigned tasks;
- o) Sleeping on duty; during work hours.
- p) Violation of any safety, health, or sanitation rules and regulations;
- q) Unauthorized absence from duty. Abuse of sick leave;
- r) Tardiness. Failure to maintain a satisfactory working relationship with other employees or the public;
- s) Inappropriate use of the Internet;

Conduct detrimental to City service delivery. This includes not maintaining a standard of personal appearance that is fitting to the community and to the public.

DISCHARGE AND DISCIPLINE PROCEDURE

- a) The Department Head/Supervisor will promptly document any occurrence of unacceptable behavior in writing.
- b) The Department Head/Supervisor will meet with the employee to discuss the facts surrounding the policy violation.
- c) The Department Head/Supervisor will determine an appropriate course of action, including any disciplinary action.
- d) The Department Head/Supervisor will meet with the employee to inform the employee of any action.
- e) The employee has the opportunity to appeal any disciplinary action as described in the Grievance Procedure for the City of Fort Atkinson.

Discipline may result when an employee's actions do not conform with generally accepted standards of good behavior, when an employee violates a policy or rule, when an employee's performance is not acceptable or when the employee's conduct is detrimental to the interests of the City. Disciplinary action may call for any of four steps – verbal warning, written warning, suspension (with or without pay) or termination of employment – depending on the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed and the City reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.

GRIEVANCE PROCEDURE

This Policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline, and termination. This Policy applies to all employees covered under Section 66.0509, Wis. Stats., other than police and fire employees subject to Section 62.13(5), Wis. Stats., and any employee covered by an existing Collective Bargaining Agreement. An employee may appeal any level of discipline under this grievance procedure. For purposes of this Policy, the following definitions apply:

Employee discipline shall not include the following items:

- a) Verbal or written warnings;
- b) Put Placing an employee on paid administrative leave pending an internal investigation;
- c) Counseling, meetings, or other pre-disciplinary action;
- d) Actions taken to address work performance, including use of a performance improvement plan or job targets;
- e) Demotion, transfer or change in job assignment; or
- f) Other personnel actions taken by the employer that are not a form of progressive discipline.

Employee termination shall include action taken by the employer to terminate an individual's employment for misconduct or performance reasons, but shall not include the following personnel actions:

- a) Resignation or voluntary quit;
- b) Job transfer;
- c) Non-renewal of contract or the completion of a temporary or seasonal employment or assignment;
- d) Layoff or failure to be recalled from layoff at the expiration of the recall period;
- e) Retirement;
- f) Job abandonment, "no-call, no-show", or other failure to report to work; or
- g) Termination of employment due to medical condition, lack of qualification or license or other inability to perform job duties.

Days: regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee or his or her classification is scheduled to work. The time within which an act is to be done under this Policy shall be computed by excluding the first day and including the last day.

Grievant: an employee as defined by State Statutes governing this grievance procedure. At the grievant's cost and request, they may be represented by a person of their choice.

Workplace safety: those conditions related to physical health and safety of employees enforceable under federal or state law, or City rules related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk.

Termination: discharge from employment for disciplinary reasons.

Holidays: as used in this Policy shall be defined as those holidays as set forth in the City's Employee Handbook that is in effect at the time the grievance is made.

Costs: any expense incurred by an employee in investigating, preparing, or presenting a grievance shall be the sole responsibility of the employee. Each party, (employee and employer), shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney fees. The fees of the impartial hearing officer shall be divided equally between the parties with the employee(s) paying half, and the employer paying the other half.

Any written grievance filed under this Policy must contain the following information:

- a) The name and position of the employee filing it,
- b) A statement of the issue involved,
- c) A statement of the relief sought,
- d) A detailed explanation of the facts supporting the grievance,
- e) The date(s) the event(s) giving rise to the grievance took place,
- f) The identity of the Policy, procedure or rule that is being challenged,
- g) The steps the employee has taken to review the matter, either orally or in writing, with the employee's supervisor, and
- h) The employee's signature and the date.

HARASSMENT & OFFENSIVE BEHAVIOR/WORKPLACE BULLYING

The City is committed to providing a workplace that is free of discrimination, harassment, bullying, and other offensive behaviors. All employees are expected to support this commitment by treating everyone they interact with through work, both internally and externally, in a way that is consistent with both the intent and spirit of this policy. Acceptable behaviors include being courteous and considerate of others, working cooperatively, and maintaining confidentiality.

In line with this commitment, the City prohibits discrimination or harassment of its employees by another employee, supervisor/manager/leader, or third party for any reason including, but not limited to a person's: race, color, religion, sex, pregnancy (including childbirth and related conditions), age, national origin, disability, genetic information, military status, sexual orientation, gender identity, creed, ancestry, marital status, arrest and conviction records, the use or nonuse of lawful products off the employers' premises during nonwork hours, declining to attend meetings or participate in communications about religious or political matters, or any other characteristic protected by law.

This policy applies to applicants for employment, all employees including temporary workers or independent contractors, and any other person associated with the City, including business partners, customers, and visitors. It applies not only to the workplace during normal business hours, but also to all work-related social functions, whether on or off the City premises, and business-related travel.

This policy extends to all work-related interactions, whether in person, via telephone, in writing, or through electronic communications such as e-mail, text messages, instant messages, blogs, electronic conferencing, and social media postings regardless of whether they are made through a computer, cell phone, or other electronic device or medium.

Harassment includes any unwelcome behavior that is offensive, abusive, threatening, intimidating, humiliating, or degrading to another individual. The behavior can be verbal, written, visual, or physical and can arise out of in-person or electronic communications. While harassment may be based on protected class status, other offensive behavior that impairs morale and interferes with work effectiveness, including jokes and teasing, are also prohibited by this policy.

One type of harassment is sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

Sexual harassment includes unwelcome sexual behavior by either men or women toward either men or women. It also includes sex-based harassment directed at someone because of their gender. Examples of sexual harassment or other harassing or offensive behaviors include, but are not limited to:

- sexual and other offensive jokes told in person or through any electronic device;
- sexual innuendo, language or images sent through texts, instant messages, e-mail, or other electronic device ("sexting");
- intimidation, sabotaging, physical assaults, or threats;
- slurs, epithets, or name calling;

- posting offensive messages on social media sites;
- unwelcome sexual flirtations, advances, or propositions;
- ridicule, mockery, insults, or put-downs told in person or through any electronic device;
- physically displaying or sending discriminatory, sexually suggestive, or other offensive objects or pictures, including photos, posters, calendars, graffiti, drawings and cartoons, or language, including jokes, through any medium, including electronically, in person, interoffice mail, or any other manner;
- interference with work performance;
- leering, staring, unwelcome touching, or physical closeness; and
- using City-provided electronic devices (including computers and cell phones) to view, display, or distribute pornography or other offensive content.

No one will be denied or given employment opportunities based on going along with or rejecting sexual advances or any other behavior prohibited by the policy.

Harassment can also take the form of micro-inequities, which are verbal or nonverbal behaviors that create an imbalance of treatment, and that behavior is directed toward an individual or group identity. This type of harmful behavior can be any type of communication or environmental slight that communicates insensitive, inattentive, disrespectful, or derogatory messages, and often perpetuates stereotypes. Examples of micro-inequities or other harassing or offensive behaviors include, but are not limited to:

- joking, insults or comments that exhibit bias and prejudice;
- checking emails, texting, or displaying an inattentive posture during a meeting or face-to-face conversation;
- consistently ignoring or interrupting;
- directing attention and questions to certain individuals over others;
- consistently mispronouncing an individual's name or confusing someone of one race with another of the same race;
- being overly critical of an individual's work in comparison to others; and
- comments and behaviors that are exclusionary to some over others.

Retaliation of any kind against any person who reports a violation or assists in an investigation under this policy is strictly prohibited. Any employee who engages in these behaviors against another employee because of a complaint under this policy will be subject to corrective action.

Any individual who has experienced or observed harassment or offensive behavior by anyone during the course of their employment should feel free to ask the person to stop at once if they feel comfortable in doing so. All employees, however, are strongly encouraged to report the behavior to their Department Head, City Clerk/Treasurer, or any other manager even if they intend to respond to the person themselves. This is important in order for the City to address the issue.

Reports of offensive behavior and harassment will be promptly investigated in as discrete a manner as possible, avoiding the disclosure of names unless essential to investigation. Employees are expected to

cooperate in such investigations. Anyone found to have violated this policy will be subject to corrective action, up to and including termination of employment. Although the City has limited ability to discipline a nonemployee engaging in harassing or discriminatory behavior (such as a contractor, vendor, or supplier), the City will take remedial action aimed at stopping the conduct.

All management is responsible for the implementation of this policy and for ensuring that employees know and understand this policy. All employees will be held responsible and accountable for eliminating prohibited conduct. Questions regarding this policy should be addressed directly to the Clerk/Treasurer or City Manager who have overall responsibility for investigating and resolving harassment complaints at the City.

The City is committed to accomplishing the goals of this policy and expects all employees to do the same. By working together, the City will be a positive and productive work environment for everyone.

The City defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Such behavior violates the City's stated professional conduct standards that all employees will be treated with dignity and respect.

The City considers workplace bullying as the following:

- **Verbal Bullying:** slandering, ridiculing, or badmouthing an individual or his/her family; persistent name calling that is hurtful, insulting, or humiliating; using an individual as the object of jokes; abusive and offensive remarks.
- **Physical Bullying:** pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, or damage to a person's work area or property.
- **Gesture Bullying:** nonverbal threatening gestures or glances which can convey threatening messages.
- **Exclusion:** socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of an individual
- Shouting or raising voice at an individual in public and/or in private
- Using verbal or obscene gestures
- Not allowing the person to speak or express him/herself (i.e., ignoring or interrupting)
- Personal insults and use of offensive nicknames; public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person's job performance or description
- Persistent ignoring/interrupting an individual at meetings
- Repeatedly accusing someone of errors which cannot be documented
- Spreading rumors and gossip regarding individuals
- Pressuring others to disregard a supervisor's instructions
- Manipulating the ability of someone to do their work (e.g., overloading, underloading, withholding information, setting meaningless tasks, setting deadlines knowing that they cannot be met, giving deliberately ambiguous instructions)

- Taking credit for another person's ideas
- Unwanted physical contact, physical abuse, or threats of abuse to an individual or an individual's property (defacing or marking up property)

The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that the City will not tolerate bullying behavior. Violations of this policy will result in discipline, up to and including termination. Employees who have any questions regarding this policy should contact Human Resources. Employees with complaints or concerns related to this policy should immediately report them to their immediate supervisor or Human Resources.

PAY STRUCTURE

To facilitate effective administration, a pay structure has been established for all non-represented positions. The framework of the pay structure is a combination pay structure with steps from start to 36 months and a merit pay component.

PAY RANGES

The pay structure consists of a set of levels of responsibility, or pay ranges. A sufficient number of levels have been established to recognize important relative differences in position responsibilities and requirements, from the lowest to the highest-level position in the structure.

Assignment of positions to pay ranges is accomplished through the process of job evaluation, as well as consideration of market factors. Job evaluation is a systematic application of job evaluation criteria to document responsibilities in order to create logical relationships between positions based solely upon job responsibilities, and is as independent of individual performance as possible.

Each pay range is intended to be competitive with the market for positions within that grade. Pay range spread is the percentage difference between the minimum salary of the range and the maximum compensation payable within each range. Pay range spread is intended to be sufficient to recognize and reward different levels of experience within each grade.

STEPS

The steps in the pay grades are designed to advance pay within the range by increments based on length of service in employees' present position and the employee receiving a successful performance evaluation. Reviews and increases will be given at 18 months and 36 months of employment. All employees will be eligible to apply for a merit payment provided the City has the financial means to budget for a merit payment pool. Criteria will be established for merit payments to reward employees for a job over and above their normal duties and responsibilities.

Employees may also be eligible for general economic adjustment equal to that applied to the plan structure to keep it market competitive (see section on Determining Annual Pay Structure Increases).

IMPLEMENTATION OF NEW PAY STRUCTURE

Moving Employees onto the New Pay Structure: In order to place current employees onto the new structure, employees should be moved to the step closest to the employee's level of experience in the employee's present position. Employee's whose pay is currently paid above the maximum of their recommended pay range, should have their pay red-circled until such time that the pay structure is adjusted to a point where the employee's pay rate falls below the maximum of the recommended pay range. At that time, the employee may then be considered as eligible for pay increases. No employees pay should be decreased as a result of implementation of the new pay structure.

COMPENSATION UPON PROMOTION

Employees receiving a promotion on or after January 1, 2015, and who are being promoted one salary grade or higher, will move to the step in that grade that provides an increase. A greater step adjustment may be approved by the City Manager, provided substantial reason(s) exist.

TRANSFER

Employees who transfer to a new position within the same pay range as their old position will typically not receive a compensation adjustment.

COMPENSATION UPON INTERIM ASSIGNMENT

Employees who are assigned to an interim classification in a higher pay range for a planned period of at least 60 days, and who are expected to perform a majority of the higher classification's duties and responsibilities, may move up to that pay grade at the step that provides an increase. A greater step adjustment may be approved by the City Manager, provided substantial reason(s) exist.

Upon return to the employee's original classification, the employee's pay will revert to their base compensation prior to receiving the interim assignment adjustment, plus any additional annual pay increases and pay structure increases the employee would have received in the original classification.

COMPENSATION UPON INVOLUNTARY DEMOTION

Compensation for an employee who is demoted for involuntary reasons unrelated to performance will be determined on a case by case basis, taking into consideration the level of demotion and circumstances for the change.

COMPENSATION UPON VOLUNTARY DEMOTION

An employee who requests and is granted a voluntary demotion will receive a decrease in pay, the amount of which is to be determined given the facts and individual circumstances.

PAY RANGE ASSIGNMENT NEW POSITION

In order for a new position to be created, the major duties, responsibilities, knowledge, skills, and ability requirements, reporting relationships, and working conditions of the proposed position should be outlined; and a draft job description that summarizes the information should be completed and signed off by the City Manager.

PAY RANGE ASSIGNMENT FOR RECLASSIFICATION OF CURRENT POSITION

When a significant change is made in the duties and responsibilities of a position and that change has occurred for a minimum of six months, a department head or an employee may request that the classification of the position be reviewed for possible adjustment. To determine the appropriate placement of the position within the classification, the incumbent must review the most recent job description and indicate where the changes in major duties and responsibilities has occurred. The job description will then be forwarded to his/her Department Head for review and the Department Head must sign the job description confirming the accuracy of the information provided and, in turn, forward the review request to the City Manager. A letter will also be required, explaining what change is being sought, why the change in responsibilities occurred, and how long the change has occurred.

If the Department Head agrees with the incumbent's job description change, the Department Head will indicate agreement and forward it to the City Manager. If the Department Head disagrees with the incumbent's job description change, he/she will discuss the contents of it with the incumbent and either reach agreement on its content or acknowledge disagreement on specific information prior to forwarding it to the City Manager. The City Manager will determine whether an adjustment is appropriate.

PLACEMENT OF RECLASSIFIED POSITIONS ONTO THE PAY SCHEDULE

Positions that are approved for reclassification due to changes in job duties should be moved to the recommended pay grade at the step that provides an increase. A greater step adjustment may be approved by the City Manager, provided substantial reason(s) exist.

POSITIONS REQUIRING A MARKET ADJUSTMENT

The City's compensation program has provided a methodology for determining pay rates for employees that recognize not only the worth of positions in the market, but also the worth of jobs internally within the organization.

In the future, a circumstance could develop where a position in the City's compensation plan should be considered for placement at a higher range of pay. These are positions that may command higher pay due to unusual market demands.

Market adjustments should generally be considered in the future under only *one or more* of the following circumstances:

- a) The City has documented problems recruiting and/or selecting employees within the assigned pay range (for example, a position is advertised two or more times resulting in few or no qualified applicants).

- b) The City has an unacceptable rate of turnover in the position, and exit interview information indicates pay as a significant issue.
- c) Periodic market surveys conducted by the City show that the 36 month step of the pay range is more than 10% less than the average rate of pay shown for the position in the market analysis.

In situations where the market demands higher pay rates, at the City's discretion, one of two actions will be available:

- a) Adjust the position's base compensation in the existing pay range
- b) Move the position into a higher pay range and adjust the base compensation of existing employees according to the Compensation upon Promotion guidelines established in this document.

The City will utilize the first option whenever possible. However, when the City utilizes the second option, the appropriate pay range will be determined by the City, and the position will be placed in a higher range.

The City recognizes that the allowance of market adjustments does disrupt some of the internal equity in its compensation plan because there are jobs that are of higher internal value that may be paid less than a job of lower internal value. This is why the City intends to utilize market adjustments sparingly.

POSITIONS REQUIRING A COMPRESSION ADJUSTMENT

Salary compression exists when there is an unacceptable difference in salary between a supervisor and a direct subordinate. Compression can exist under a base salary comparison, under a total gross earnings comparison, or both. There are several factors that may be contributing to Compression. The City needs to determine if the Compression issue is a concern or if there are valid, acceptable reasons for the compression to exist. If the City determines the compression issue is a concern, then the City must determine if the compression issue must be resolved through a pay increase or if alternative solutions need to be found to address the issue. Some examples of factors, other than pay, that may be contributing to the pay compressions issues include management/distribution of overtime within the department, insufficient staffing levels, delegation of workload, special projects causing a spike in overtime, special skills/knowledge possessed by a subordinate, market demands and/or difficulty in recruiting for a specific skill.

Once the City has determined there is a compression issue and is confident the appropriate action to address the compression issue is a pay increase for the supervisor, the City should review the differences in total compensation (i.e., direct pay and benefits) between the supervisor and subordinate positions. If it is determined, the benefit package of the supervisor is determined not sufficient enough to compensate for the wage compression and the City has determined the best course of action is a pay raise for the supervisor, the City will calculate an acceptable base pay differential between the exempt supervisory position and the average gross earnings of the subordinates the supervisor supervises. An explanation is provided below on how to determine the "average" gross earnings of subordinate positions if it is determined this is how the City is going to remedy the situation.

Calculating "Average Gross Earnings": Review the gross pay for the prior year for the rank of employees from which the City is promoting. Calculate the average gross pay subordinate employees who are at the top of their pay range for the rank of employees from which the City is promoting. When performing this calculation be sure to remove the outliers from consideration. For example, if one particular

employee has a much greater amount of overtime due to a special project, or if one employee is new to the position and not yet at the maximum of that pay grade, then they should be excluded from the analysis. Using this average, calculate a rate that is 108% of the average gross pay. Then, place the employee at the grade and step that provides an increase. This may be done permanently or temporary while compression issues are causing the problem.

The City recognizes that the allowance of compression adjustments disrupts some of the internal equity in the compensation plan. This is why the City intends to use compression adjustments sparingly and monitor these adjustments closely. All compression adjustments must be approved by the City Manager.

DETERMINING PAY FOR NEW HIRES

In general, new employees should be hired at the starting step. In rare cases, the City Manager may approve hiring an employee above the start step.

DETERMINING ANNUAL PAY STRUCTURE INCREASES

The City should perform periodic (generally annual) adjustments to maintain the desired market position. If ranges are not adjusted to keep up with the labor market and inflation, eventually the City's pay levels will lose significant ground in the market. Considerations for structure adjustment should include several pieces of information: a survey of planned structure increases by competing organizations, established economic indicators such as the Consumer Price Index (CPI), analysis of the across-the-board adjustments given to the City's represented positions, and a current financial analysis of the City's ability to pay.

All employees who may be eligible for a pay increase through a pay structure adjustment will be required to have an annual performance review confirming that the employee is, at a minimum, meeting the expectations of the job.

The Finance Committee and City Council will consider and determine what, if any, salary structure adjustment is necessary so the City may maintain its competitive position.

These salary policies are intended to be guidelines, and sound management judgment should be used when administering them. Compensation decisions that do not meet these guidelines established herein require the approval of the City Manager.

MERIT PAY POLICY AND APPLICATION

The Fort Atkinson City Council, on August 19, 2014 approved an employee compensation pay plan for all non-represented City employees. As part of the pay plan, the City Council authorized the City Manager to establish a merit pay pool and criteria for employees to request and potentially receive merit pay.

All non-represented City employees will be eligible to apply for merit pay, and payouts will be at the sole discretion of the City Manager. Merit pay (if applicable) for the City Manager will be determined by the City Council. Decisions on merit pay by the Manager or City Council are not grievable. Employees are not restricted from applying multiple years, however, merit pay will be considered for employees in the year the event happened.

Requests/applications will be due by December 1 each year and paid out on or before the last pay day for the calendar year. If in any year the City Council fails to budget merit pay money, there will be no payouts. Unspent funds will not carry forward into the ensuing year if not paid out in the current year.

The annual allocation will be determined at budget time for the ensuing year, and may be more or less than the suggested allocation. An application will be available to all employees, and Department Heads will be required to sign confirming accuracy of the application prior to submittal to the City Manager.

The merit pay plan is optional and subject to the annual budget allocation by the City Council. The award is at the discretion of the City Manager or the City Council in the case of the City Manager. The decisions by either are non-grievable. The maximum annual merit pay amount to any individual or group is 10% of the annual budgeted amount.

Responses to the following are to be provided on a separate sheet of paper or on the backside.

- Employee/Group Name(s) Being Nominated

Department Head Approval _____

Employee/Group Submitting Nomination

City Manager/Council: _____ Date: _____



CITY OF FORT ATKINSON Employee Reimbursement Request

Travel – every employee reimbursement must be documented, along with attached original itemized receipts, nature of business, and funding source being submitting for reimbursements.

Lodging – an itemized receipt from the hotel detailing all charges, the person(s) for whom the lodging was provided, and the specific business purpose.

Meals – if an employee travels for work-related business, then the employee may be eligible for meal reimbursement for each full day of travel when engaged in approved travel. There are some restrictions as to how the allowance relates to breakfast and dinner. Breakfast is only subject to reimbursement if the employee is staying overnight the day before when traveling or leaves before 6:00 am to travel. Dinner will not be covered unless the employee is not expected home before 7:00 pm.

The City does not reimburse for snacks or alcoholic beverages. Please request a separate receipt that does not include alcoholic beverages.

The maximum expense for meals is as follows:

Breakfast: up to \$9.00 per day
Lunch: up to \$13.00 per day
Dinner: up to \$21.00 per day

Employee: _____ Department: _____

Conference/Training/Event: _____

Location/City/State: _____ Dates Attended: _____

Travel – Total miles to and from: _____ (If personal vehicle used) reimbursed at current IRS Rate

Lodging – Provide total expense and attach documentation: _____

Meals – Provide total expense and attach documentation: _____

Other expenses – Provide total expense and attach documentation: _____

Total: \$ _____

For office use only:

Approved by: _____ Account Number: _____ Confirm attachments: YES NO

Current IRS Mileage Rate: _____



MEMORANDUM

DATE: February 7, 2023

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Alcohol Beverage License Agent Change Kwik Trip #439, 1565 Madison Avenue

BACKGROUND

The State of Wisconsin regulates alcohol licensing for local governments through Chapter 125. Alcohol Licenses issued to Limited Liability Companies must appoint an agent to operate the business. Agent responsibilities per Statute are listed below:

(6) LICENSES TO CORPORATIONS AND LIMITED LIABILITY COMPANIES; APPOINTMENT OF AGENTS.

125.04(6)(a) **(a)** Agent. No corporation or limited liability company organized under the laws of this state or of any other state or foreign country may be issued any alcohol beverage license or permit unless:

125.04(6)(a)1. **1.** The entity first appoints an agent in the manner prescribed by the authority issuing the license or permit. In addition to the qualifications under sub. (5), the agent must, with respect to character, record and reputation, be satisfactory to the issuing authority.

125.04(6)(a)2. **2.** The entity vests in the agent, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the licensee or permittee could have and exercise if it were a natural person.

125.04(6)(b) **(b)** Successor agent. A corporation or limited liability company may cancel the appointment of an agent and appoint a successor agent to act in the agent's place, for the remainder of the license year or until another agent is appointed, as follows:

125.04(6)(b)1. **1.** The successor agent shall meet the same qualifications required of the first appointed agent.

125.04(6)(b)2. **2.** The entity shall immediately notify the issuing authority, in writing, of the appointment of the successor agent and the reason for the cancellation and new appointment.

125.04(6)(c) **(c)** Authority of successor. A successor agent shall have all the authority, perform all the functions and be charged with all the duties of the previous agent of the corporation or limited liability company until the next regular or special meeting of the issuing authority if a license is held. However, the license of the corporation or limited liability company shall cease to be in force if, prior to the next regular or special meeting of the issuing authority, the clerk of the licensing authority receives notice of disapproval of the successor agent by a peace officer of the municipality issuing the license.

DISCUSSION

Kwik Trip Inc, dba Kwik Trip #439 located at 1565 Madison Avenue has submitted a request for an Agent Change. A background check was performed on the applicant without concerns.

FINANCIAL ANALYSIS

There is a \$10.00 fee associated with an Agent change and was paid appropriately by the applicant, Kwik Trip Inc.

RECOMMENDATION

Staff recommends that the City Council approve the Agent Change for Kwik Trip #439, 1565 Madison Avenue for Scott Galston.

ATTACHMENTS

Letter of Request and Schedule for Appointment of Agent,



Legal

PHONE 608-781-8988

FAX 608-793-6120

1626 Oak St., P.O. Box 2107

La Crosse, WI 54602

www.kwiktrip.com

January 18, 2023

City Clerk
City of Fort Atkinson
101 N. Main St.
Fort Atkinson, WI 53538-1896

RE: Appointment of Agent
Kwik Trip 439
1565 Madison Ave.

Dear City Clerk:

Effective January 27, 2023 a new manager, Scott Galston, will be assigned to oversee Kwik Trip 439. Therefore, we would like to appoint Scott as the agent f the store.

Enclosed please find completed Appointment of Agent and Auxiliary Questionnaire forms as well as a \$10.00 check for the administrative fee. I respectfully request that you include this change request on the agenda of your next City Council meeting for consideration.

Please contact me if you require any further information at (608)793-6262 or DHafner@kwiktrip.com. Thank you in advance for your assistance with this matter.

Yours truly,

A handwritten signature in blue ink, appearing to read "Deanna", is written over a light blue horizontal line.

Deanna Hafner
Licensing Agent

Enclosures

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

WI Dr. Lic.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Galston		Scott		Allen	
Home Address (street/route)		Post Office	City	State	Zip Code
708 Charles St.		Fort Atkinson		WI	53538
Home Phone Number		Age	Date of Birth	Place of Birth	
920-				Watertown, WI	

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☒ Agent of Kwik Trip, Inc.

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? Since 1991
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. Agent of Kwik Trip 872, City of Jefferson, WI, until new agent appointment approved.
(Name, Location, and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

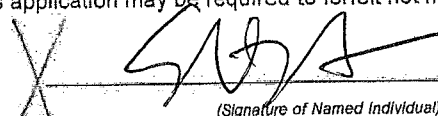
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name		Employed From	To
Scott's Supportive Services	Fort Atkinson, WI	9/2014	1/2016
Burger King	6909 Odana Rd., Madison, WI	2/2006	9/2014

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


 (Signature of Named Individual)
 Scott A. Galston



We're going outside.

CITY OF JEFFERSON RETAILERS LICENSE(S)

WHEREAS, the local governing body of the **CITY OF JEFFERSON**, County of Jefferson, Wisconsin, has upon application duly made, pursuant to Section 125 of the Statutes of the State of Wisconsin and Local Ordinances, granted and authorized the issuance of the below listed license/s to:

Kwik Trip #872

Kwik Trip, Inc/Scott Galston, AGENT

AND WHEREAS, Pursuant to Chapter 125 of the Statutes of the State of Wisconsin and local ordinances and the said applicant has paid to the Treasurer all fees and has complied with all the requirements necessary for obtaining the following license/s;

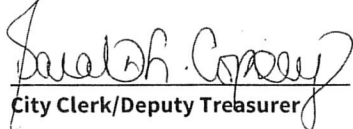
LIQUOR LICENSE: Class "A" Beer & Class "A" Liquor	LICENSE #:	5-23AB 3-23AL	COST: \$600
LICENSE: Cigarette/Tobacco		4-23C	COST: \$100

LICENSES ARE HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, the following described premises:

PREMISE DESCRIPTION: 102 Collins Rd – One story frame construction with storage in lockable walk-in cooler and cabinetry and behind sales counter

FOR THE PERIOD FROM 7/1/2022 to 6/30/2023

Given under my hand and the corporate seal of the **City of Jefferson** the 8th of June, 2022.


City Clerk/Deputy Treasurer



(License must be FRAMED and POSTED in a conspicuous place in the room where Fermented Malt Beverages and/or Intoxicating Liquors are sold or served.)



MEMORANDUM

DATE: February 7, 2023

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Alcohol Beverage License application for Sarahndipity Salon, LLC the licensing period of February 8, 2023 to June 30, 2023

BACKGROUND

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

Table 1: Type of license, beverage and where consumption is permitted.

<u>Type of License</u>	<u>Type of Beverage</u>	<u>Consumption Location</u>
"Class A"	Intoxicating Liquor	Off-site
Class "A"	Fermented Malt	Off-site
"Class A" Liquor: Cider Only*	Cider Only	Off-site
"Class B"	Intoxicating Liquor	On-site
Class "B"	Fermented Malt	On-site
"Class C"	Wine only	On-site
Reserve "Class B"	Intoxicating Liquor	On-site
Temporary Class "B" **	Fermented Malt	On-site
Temporary "Class B" **	Wine	On-site

*The 2015-17 Wisconsin State Budget (2015 Act 55) provides that municipalities shall issue a "Class A" liquor license if both of the following apply:

- The "Class A" liquor license application is for sales limited to cider products only.
- The application for a "Class A" liquor license holds a Class "A" beer license for the same premises.

2015 Act 55 provision also defines 'cider' to mean any alcohol beverage that is obtained from the fermentation of the juice of apples or pears and that contains not less than 0.5 percent alcohol by volume and not more than 7.0 percent alcohol by volume. "Cider" includes flavored, sparkling, and carbonated cider.

** Temporary Class “B” Fermented Malt and Temporary “Class B” Wine – these licenses are issued throughout the year to lodges, societies, bona fide clubs, chambers, non-profit, etc.

Table 2: Combination of Licenses

<u>License Combinations</u>	<u>Type of Beverage(s)</u>	<u>Consumption Location</u>
“Class A” and Class “A”	Intoxicating Liquor and Fermented Malt	Off-site
Class “A” and “Class A” Liquor: Cider Only	Fermented Malt and Cider	Off-site
“Class B” and Class “B”	Intoxicating Liquor and Fermented Malt	On-site
Class “B” and “Class C” Wine	Fermented Malt and Wine	On-site
Reserve “Class B” and Class “B”	Intoxicating Liquor and Fermented Malt	On-site
Temporary Class “B” and Temporary “Class B”	Fermented Malt and Wine	On-site

Table 3: License fees

<u>Type of License</u>	<u>License Fee</u>
“Class A” Intoxicating Liquor	\$500.00
Class “A” Fermented Malt	\$100.00
“Class A” Liquor: Cider Only	No fee.
“Class B” Intoxicating Liquor	\$500.00
Class “B” Fermented Malt	\$100.00
“Class C” Wine Only	\$100.00
Reserve “Class B” Intoxicating Liquor	\$10,000 (one-time)
Temporary Class “B” Fermented Malt	\$10.00
Temporary “Class B” Wine	\$10.00

A combination Class A license (intoxicating liquor and fermented malt) would total \$600.00

Table 4: Existing Quotas (1/25/2023)

<u>License</u>	<u>Quota</u>	<u>Licenses Issued</u>	<u>Licenses Available</u>
“Class A” Intoxicating Liquor	16 - 1 per 750 residents	15	1
Class “A” Fermented Malt	17 - 1 per 750 residents	15	2
“Class B” Intoxicating Liquor	25 - 1 per 500 residents	25	0
RESERVE “Class B” Intoxicating Liquor	4 - \$10,000 one-time fee	4	0

*The City Council adopted Ordinance 799 on May 18th increasing the number of “Class A” licenses.

City of Fort Atkinson Code of Ordinances Sec. 6 addresses the following stipulations on issuing licenses.

Sec. 6-33. Licenses

- (a) No alcohol beverage licenses shall be granted to any applicant for premises on which the applicant is responsible for any delinquent and unpaid personal property taxes, assessments, utility bills or other financial claims of the City.
- (b) No license shall be granted for any premises unless the applicant for the license shall provide to the city evidence of ownership or leasehold interest in the premises for the term of the licenses.
- (c) Any license duly granted not used for 90 consecutive days shall be subject to review and possible suspension or revocation by the Council. These licenses may not be regranted during this 90-day period

DISCUSSION

Sarahndipity Salon, LLC, has applied for a “Class A” Intoxicating Liquor for use at 121 N. Main Street. This location currently operates as a salon and boutique. This license is available following the closure of Humphrey Floral & Gifts in December 2022. Mr. Humphrey surrendered his license upon closing. Ms. McKinney provided a letter outlining her business model and the reason for her application to sell Intoxicating Liquor.

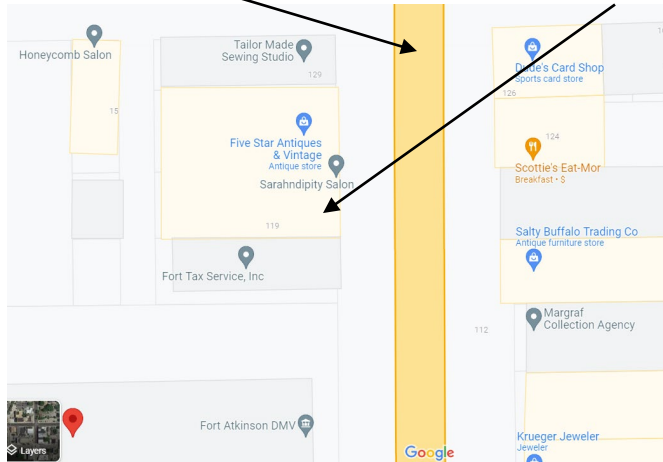
The applicant provided a WI seller’s permit number, Federal ID and a copy of their current lease as required. Salons, spas, barbershops, bridal shops and similar establishments can obtain a Class A retail alcohol beverage license. A Class A license allows for purchase on-site and off-site consumption.

At the January 31st License Committee meeting, the Committee requested additional information to aid in the review of the application. Requested by the applicant includes a layout of the store, where alcohol will be on display, types of liquor/wine, quantities of ordering and estimated sales and marketing plans. This information has been submitted by the applicant and is attached for Council review.

LOCATION MAP:

Main Street

Sarahndipity Salon



FINANCIAL ANALYSIS

Alcohol license fees for the submitted application is pro-rated from the month of issuance to expiration. A “Class A” license from February to June is \$208.35. The publication fee was paid at time of application.

RECOMMENDATION

At the meeting on January 31, 2023, the License Committee recommended that the City Council approve the application submitted from Sarahndipity LLC, 121 N Main Street for a “Class A” Intoxicating Liquor license beginning February 8, 2023 to June 30, 2023, contingent upon all monies owed to the City are paid prior to license issuance by the City Clerk and additional information as described on page 3 is submitted.

ATTACHMENTS

Department of Revenue Fact Sheet 3107 – Alcohol Beverage Service and Sales at Unlicensed Establishments, Including Salons, Spas and Barbershops, Alcohol License Application materials, Additional Sarahndipity Information Provided



Alcohol Beverage Service and Sales at Unlicensed Retail Establishments, Including Salons, Spas, and Barbershops

Alcohol Beverage Laws

Fact Sheet 3107

revenue.wi.gov

This fact sheet provides information about serving alcohol beverages at unlicensed retail establishments where other business activities are conducted, such as nail and hair salons, spas, barbershops, bridal shops, and similar establishments.

Consumption of Alcohol Beverages

Alcohol beverages may **not** be offered for consumption on the premises of unlicensed retail establishments open to the public.

Class B Retail Alcohol Beverage Licenses May Not Be Granted

Salons, spas, barbershops, bridal shops and similar establishments cannot obtain Class "B" or "Class B" retail alcohol beverage licenses for on premises consumption of beer, wine, champagne, and other types of intoxicating liquor. Class "B" and "Class B" retail alcohol beverage licenses may only be issued to taverns and certain other businesses, such as hotels and restaurants (sec. 125.32(3m), Wis. Stats.).

Samples of Alcohol Beverages Given to Customers

Although salons, spas, barbershops, bridal shops, and similar establishments cannot obtain a Class B retail alcohol beverage license, such establishments may, if approved by the municipality, obtain a Class A retail alcohol beverage license allowing limited samples of alcohol beverages for consumption on the premises.

- **Class "A" licensed premises** (a retail license authorizing off-premises consumption of fermented malt beverages - beer)
 - Samples must be provided free of charge
 - Two samples of fermented malt beverages per person per day not to exceed three fluid ounces per sample
 - Samples must be provided between the hours of 11 a.m. and 7 p.m.
 - Samples may not be provided to underage persons
 - Fermented malt beverages provided as taste samples must be sold by a wholesaler and invoiced to the retailer
 - Samples must be served by licensed operators (bartenders) or servers under the immediate supervision of a licensed operator, licensee, or agent of a retail corporation or LLC licensee

- **"Class A" licensed premises** (a retail license authorizing off-premises consumption of intoxicating liquor, including wine and champagne)
 - Samples must be provided free of charge
 - Two samples of wine per person per day not to exceed three fluid ounces per sample
 - One sample of distilled spirits per person per day not to exceed one half ounce
 - Samples must be provided between the hours of 11 a.m. and 7 p.m.
 - Samples may not be provided to underage persons
 - Wine or spirits provided as taste samples must be sold by a wholesaler and invoiced to the retailer
 - Samples must be served by licensed operators (bartenders) or servers under the immediate supervision of a licensed operator, the licensee, or an agent of a retail corporation or LLC licensee

Note: Businesses should check with their insurance agent if they are planning to serve alcohol at their establishments. Businesses must also comply with all other laws and regulations applicable to holding a retail alcohol beverage license; see [Publication 302](#), *Wisconsin Alcohol Beverage and Tobacco Laws for Retailers*.

Any Questions?

If you are unable to find an answer to your question about alcohol beverage service and sales at salons, spas, and barbershops, and similar establishments on the department's website, email, write, or call the department.

Visit our website: revenue.wi.gov

Email: DORAlcoholTobaccoEnforcement@wisconsin.gov

Write: Wisconsin Department of Revenue
Alcohol & Tobacco Enforcement
P.O. Box 8933
Madison, WI 53708-8933

Telephone: 608-266-6701

Fax: 608-261-7049

Last updated August 20, 2018

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 2.8.23 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } FORT ATKINSON

County of JEFFERSON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1020935036-04</u>	
FEIN Number <u>83-3378752</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Sarahndipity Salon LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>McKinney</u>	<u>Sarah</u>	<u>Ann</u>	<u>67772 US Hwy 12</u> <u>Fort Atkinson WI 53538</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>McKinney</u>	<u>Sarah</u>	<u>Ann</u>	<u>67772 US Hwy 12</u> <u>Fort Atkinson WI 53538</u>

1. Trade Name Sarahndipity Salon Business Phone Number 920-691-6393
2. Address of Premises 121 North Main Street Post Office & Zip Code Fort Atkinson 53538

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

The space is approximately 2000 sq ft. It is set up as a salon and boutique with a faux wall separating the two areas. There is an office and a storage area in the back of the building that will be used to store products.

4. Legal description (omit if street address is given above): _____

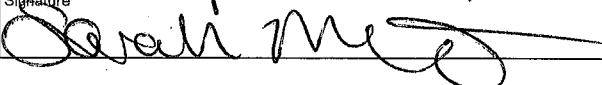
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No

(b) If yes, under what name was license issued? _____

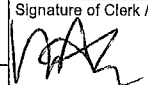
RECEIVED
JAN 10 2023

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state Wisconsin and date 10/18 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>McKinney Sarah A</u>	Title/Member <u>Owner</u>	Date <u>January 10, 2023</u>
Signature 	Phone Number <u>920-691-6393</u>	Email Address <u>sarahndipitysalonllc@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>1-10-23</u>	Date reported to council / board <u>2-7-23</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk 
Date license granted	Date license issued	License number issued	

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
McKinney		Sarah		Ann	
Home Address (street/route)		Post Office	City	State	Zip Code
W7772 US Hwy 12			Fort Atkinson	WI	53538
Home Phone		Age	Date of Birth	Place of Birth	
920			4	Jonesville, WI	

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ Member of Sarah Indipity Salon LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

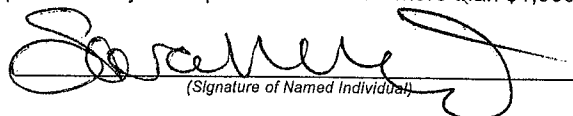
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 5 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Lake Mills Chiropractic	125 E. Pine St. Lake Mills, WI	2/2011	10/2011
Hair It Is	913 Madison Ave Fort Atkinson	11/2002	2009

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


 (Signature of Named Individual)

To Whom It May Concern,

My name is Sarah McKinney and I am the owner of Sarahndipity Salon LLC. Sarahndipity is a salon and boutique located on Main Street, Fort Atkinson in an approximately 2000 square foot space. The salon has been open for a little over 4 years with a remodel recently being completed inside the space which has allowed for the boutique to have a dedicated area. The boutique consists of boutique clothing lines, upscale consignment clothing and accessories, and a mix of other retail gift ideas.

With the recent closing of a local flower shop, I have had quite a few clients request being able to purchase bottles of wine to compliment their other gift purchases (something that they used to be able to do at the flower shop). After giving the idea more consideration, I know being able to offer wine (for retail) would greatly enhance my business and continue offering retail that is now missing from Main Street. As a small business, I am involved in many events within the community that draws in consumers from other areas. By obtaining the license, my plan is to work with Wisconsin wineries and continue to support the local economy.

I understand that the wine can only be purchased and not consumed by clients on premise.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Sarah McKinney". The signature is fluid and cursive, with a large, stylized "S" and "M".

Sarah McKinney
Sarahndipity Salon LLC



My name is Sarah McKinney and I am the owner of Sarahndipity Salon LLC. Sarahndipity is a salon and boutique located on Main Street, Fort Atkinson in an approximately 2000 square foot space. The salon has been open for 4 and a half years with a remodel recently being completed inside the space which has allowed for the boutique to have a dedicated area. The boutique consists of boutique clothing lines, upscale consignment clothing and accessories, bath and body products, locally made cocktail infusion kits, locally made jewelry, locally made home goods and a mix of other retail gift ideas.

With the recent closing of a local flower shop, I have had quite a few clients request being able to purchase bottles of wine to compliment their other gift purchases (something that they used to be able to do at the flower shop). After giving the idea more consideration, I know being able to offer liquor (for retail) would greatly enhance my business and continue offering retail that is now missing from Main Street. As a small business, I am involved in many events within the community that draws in consumers from other areas.

After a worldwide pandemic caused a rocky start to my business venture, I am finally to a successful point in this journey where I can confidently grow my business. With this growth I will be able to expand the experience I offer guests and the atmosphere of a local shop that is not found anywhere else in our city.

By obtaining this license, my plan is to work with Wisconsin wineries and distilleries to be able to continue to support the local economy. This will pair well with the majority of other items I currently offer as I prefer to carry locally made goods.

My sales plan includes offering gift baskets. These gifts baskets will range from jewelry pairings to bath and body sets. I'm also excited to put together seasonal baskets!

Revenue goals start at selling 50 bottles per month, either by themselves or in a gift basket. Within six months, my goal is to double the amount of sales. By continuing to participate in local events, advertise on social media, promote with gift basket ideas and simply being on Main Street; I feel there is tremendous potential for growth!

Liquor Investment

To date, I have made contact with Dog & Shrub Distillery, Dancing Goat Distillery and Lewis Station Winery & Distillery. Each of their marketing coordinators have sent me the information for their distributors. I am now waiting on the distributors to return my inquiry to get accounts setup. From initial discussion with the marketing coordinators I have started to narrow down what I would like to carry for inventory. My initial inventory list will include:

Wine at 12 bottles each -

(Sweet) “Rock Lake Symphony”, “Bartels Peach” & “Aztalazin Blush”

(Dry) “Pinot Grigio”, “Our Lodi Zinfandel” & Pinot Noir

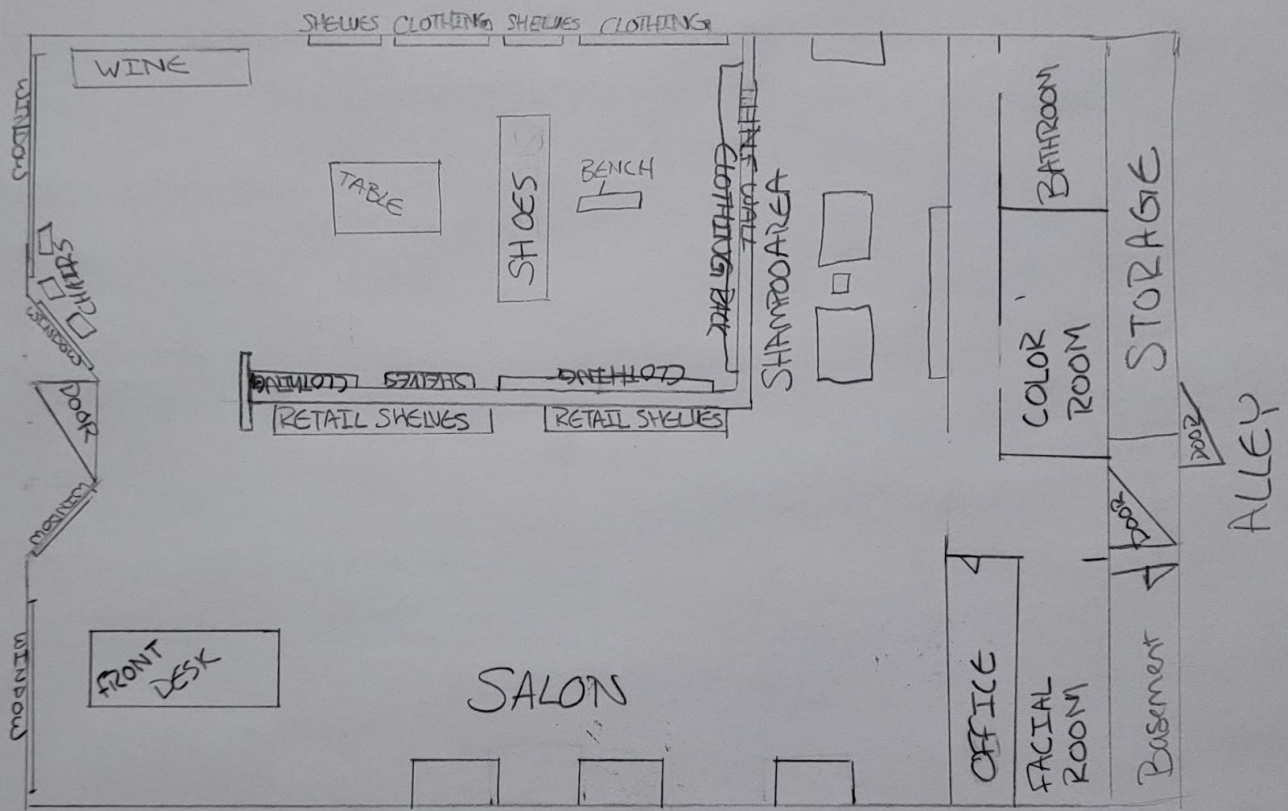
(Dessert) “Knickerbocker Ice Wine”, “One Oak Tree” & “Matrimonia”

Liquor at 8 bottles each -

“Death’s Door Gin”, “Dancing Goat Brandy”, “Limousin RYE”, “Travis Hasse Apple Pie”, “Dog & Shrub Coffee Vodka”, “Dog & Shrub Limoncello Vodka” & “Dog & Shrub Smoked Spicy Pepper Vodka”

MAIN STREET

Shelves and table display the cocktail infusion kits, jewelry, hair accessories, home goods and other retail goods.



Display Ideas

Below shows available space for a display unit.



The above photo features the type of display I plan on purchasing.

Shelves to the right of the open space that can be used to display bottles.



A Few Of The Products To Compliment Liquor Sales And For Gift Baskets





Cocktail Infusion Kits



MEMORANDUM

DATE: February 7, 2023

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action relating to the updated cost associated with the purchase of two Single Axle Plow Trucks

BACKGROUND

The City Council approved the purchase of two single axle plow trucks, from Kayser Ford in Madison, at the March 1, 2022 regular meeting. Due to the economic slowdown, supply chain issues, manufacturer inability to complete orders, and poor supplier communication the Public Works Department was unable to complete the purchase.

DISCUSSION

Due to the supply chain complications of the last couple years, heavy duty equipment manufacturers have been forced to close order books and/or never open order opportunities to lock in purchases. The City of Fort Atkinson Department of Public Works was one of the casualties of these conditions and, as a result, was unable to lock in an order for the approved 2023 Plow Truck purchase approved on March 1, 2022.

The current climate for ordering these pieces of equipment has eased some, but continues to be complicated by materials shortages, computer chip shortages, and rapidly fluctuating costs. The Public Works Department has continued to pursue the purchase and has kept a close watch on the situation. The Department solicited a rebid of the trucks through the State of Wisconsin purchase contract through Ewald Automotive Group in Hartford and from the previous bidder Kayser Ford of Madison. We also reached out to the heavy truck upfitter Monroe Truck for updated information on the dump box and plow equipment.

All of the vendors responded with current 2024 model cost information and pricing increases related to the current economic conditions and continued supply chain issues. Below are the resulting bids tabulated for review.

FINANCIAL ANALYSIS

Table 1: Bid Tabulation

2024 Single Axle Plow Truck Bid Tabulation		
Bid Item	Kayser Ford Commercial Sales	Ewald Hartford Ford
Bid Item	Proposed Investment	Proposed Investment
2024 Ford F750 Chassis	\$ 79,355.00	\$ 79,355.00
2024 Added Options	\$ 15,355.00	\$ 15,355.00
2024 Destination Charge	\$ 2,095.00	\$ 2,095.00
Discount	\$ (9,805.00)	\$ (11,843.00)
Lakeside - Upfit for Plow and Dumpbody	\$ 125,271.00	\$ 125,271.00
Total Investment	\$ 212,271.00	\$ 210,233.00

At the March 1, 2022 meeting the Council approved the amount of \$384,246.00 for the proposed purchase of two 2023 single axle plow trucks with dump bodies and plow/salter setup. The bid tabulation, shown above, reflects the current 2024 chassis and appropriate upfit pricing. The Council will see the requisite increased costs due to the current economy and supply chain climate reflected in this table.

Staff proposes the following existing funding sources for the purchase of two single axle plow trucks from Ewald (and the Lakeside Upfit), as the low bidder, for a total of \$420,466.00.

Table 2: Funding Sources for Purchase of Two Single-Axle Plow Trucks		
Source	Reason Funds Available	Amount Available
2022 Borrowing - Plow Trucks	Borrowed for this purpose	\$ 384,246.00
2022 Borrowing - Fire Rescue Unit	Borrowed entire amount, but Townships Contribution is 31.8%	\$ 21,220.00
2023 Levy-Supported CIP - Wing Plow Attachment	Not Purchased	\$ 15,000.00
Total:		\$ 420,466.00

Recall from the May 3, 2022 memo relating to the purchase of the Fire Rescue Unit that the City borrowed \$420,000 for the purpose of purchasing the vehicle and equipment, but only roughly \$290,000 will be needed for the City's portion. Per the terms of the NAN, the City can spend the excess funds on other projects and purchases included in the borrowing, such as plow trucks.

RECOMMENDATION

Staff recommends the City Council authorize the purchase of two Ford F750 Single Axle Trucks, including a 5/6 yard dump box, straight blade, wing plow, and salter with brine applicator, in the amount of \$420,466.00 from Ewald Hartford Ford and upfit by Monroe Truck Equipment, to replace the existing 24-year old Plow Trucks through the funding sources shown in Table 2 above.

ATTACHMENTS

Kayser Commercial Sales Bid; Ewald's Hartford Ford, LLC Bid; Monroe Truck Equipment Bid; March 1, 2022 Council Packet relating to the purchase of 2 Single Axle Plow Trucks

Prepared for: , Fort Atkinson Public Works
101 North Main Street
Fort Atkinson, WI 53538
Office: 920-563-7771
Email: dknaack@fortatkinsonwi.net

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415



Client Proposal

Prepared by:
Tim Askey
Office: 608-276-0253
Quote ID: TA-122222A
Date: 12/26/2022



2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: TA-122222A

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$96,805.00
Subtotal		\$96,805.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
WI Muni	WI Municipal Discount	-\$9,805.00
Total		\$87,000.00

* Vehicle is exempted from Federal Excise Tax.

Customer Signature

Acceptance Date

Prepared for:

Fort Atkinson Public Works

Prepared by: Tim Askey

12/26/2022



Kayser Commercial Sales | 2303 W Beltline Highway Madison Wisconsin | 53713

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: TA-122222A

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F7D	Base Vehicle Price (F7D)	\$79,355.00
Engines		
99X	6.7L Power Stroke V8 Turbo Diesel - 330 HP @ 2600 RPM	\$3,495.00
	Includes Engine Exhaust Brake and manual regen capability. Torque: 750 ft.lbs. @ 1500 rpm.	
	Governed RPM: 3400. Includes CARB clean idle label - may be removed if un-necessary.	
425	50-State Emissions	N/C
41H	Engine Block Heater, Phillips, 120 Volt/750 Watt	\$155.00
	Includes removable grille cover.	
Transmissions		
44D	Ford TorqShift HD 10-Speed Automatic - with PTO Provision	STD
	Includes tow/haul.	
Front Wheels & Tires		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole	STD
	(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.	
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole	STD
	(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.	
R2H	Tires, Rear Four 11R22.5H Goodyear Fuel Max RTD (493 rev/mile)	\$175.00
Brakes		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Fort Atkinson Public Works

Prepared by: Tim Askey

12/26/2022

Kayser Commercial Sales | 2303 W Beltline Highway Madison Wisconsin | 53713

**2024 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 415 | Quote ID: TA-122222A

As Configured Vehicle (cont'd)

Code	Description	MSRP
67A	Air Brakes (4 WHEEL DRUM) - Straight Truck w/Traction Control <i>Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection. Uses existing ABS system to minimize wheel slipping during acceleration. Usage determined by the air brake package selected. (Not recommended with Hi-Rail Train Systems). Deletes hand operated park brake lever.</i> <i>Includes: - Air Dryer, Bendix AD/IS w/Heater Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).</i>	\$2,530.00
98B	Final Upfit Center of Gravity - Low CG (38" to 48" FINAL Center of Gravity) <i>With MY23 having Electronic Stability Control Standard. When air brakes are selected, the "final upfit center of gravity (CG)" must be selected by dealer when ordering. If the final CG is not known, use the ESC delete (18A) feature. Where the final upfit CG is known, and the unit requires ESC for other features (such as Driver Assist Technology) select the appropriate CG value range when ordering air brake during the specing process. Call TRKLINE (877-875-5463) with any questions.</i>	N/C
62D	Air Dryer, Bendix AD/IS w/Heater <i>Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).</i>	Included

Front Axle and Suspension

43D	14,000 lb. Cap. Non-Driving - Dana	\$1,280.00
61F	Taper-Leaf Springs, Parabolic - 14,000 lb. Cap <i>3-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>	\$425.00
15S	Front Stabilizer Bar	\$490.00
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00

Rear Axle and Suspension

47X	26,000 lb. Single Reduction - Open - Dana / Spicer S26-190 <i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	\$2,445.00
68T	Multi-Leaf Springs - 31,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>	\$490.00
X5D	5.57 Axle Ratio	N/C

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Prepared for:

Fort Atkinson Public Works

Prepared by: Tim Askey

12/26/2022

Kayser Commercial Sales | 2303 W Beltline Highway Madison Wisconsin | 53713

**2024 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 415 | Quote ID: TA-122222A

As Configured Vehicle (cont'd)

Code	Description	MSRP
Wheelbase		
158WB	158" Wheelbase/84" CA/49" AF/246" OAL	STD
Frame		
538	Single Channel - Straight 'C' 16.98 SM, 120,000 PSI <i>2,037,600 RBM. Heat treated alloy steel; 10.250" x 3.610" x 0.375" (260.4mm x 91.66mm x 9.5mm).</i>	\$650.00
532	Frame Extension, Front - Integral 20" In Front of Grille <i>Includes: - Grille, Fixed - Black/Gray - Bumper, Front - Delete - Also Deletes Mounting Brackets</i>	\$490.00
76X	Bumper, Front - Delete - Also Deletes Mounting Brackets	Included
86B	Grille, Fixed - Black/Gray	Included
Exhaust		
91D	Under Cab, Vertical Outlet, Right Side, Switchback-Style - Intrudes 2" into clean CA WARNING! The selection of this Exhaust could reduce the available CA dimension. <i>Single, horizontal muffler, right side under cab outside of frame rail with vertical exhaust passenger side rear corner with heat shield and turnout exit.</i>	\$715.00
Fuel Tanks		
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD
Electrical / Alternator / Battery		
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included
55M	Jump Start Stud - Remote Mounted	\$90.00

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Prepared for:

Fort Atkinson Public Works

Prepared by: Tim Askey

12/26/2022

Kayser Commercial Sales | 2303 W Beltline Highway Madison Wisconsin | 53713

**2024 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 415 | Quote ID: TA-122222A

As Configured Vehicle (cont'd)

Code	Description	MSRP
63B	Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	\$60.00
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined) <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>	\$135.00
962	Daytime Running Lamps (Not Configurable)	\$25.00
Seats		
88E	30/0/30 Air Ride Driver (External Air Source) & Air Ride Passenger (External Air Source) w/Console - Vinyl	\$810.00
Cab Interior		
600A	Preferred Equipment Package 600A <i>Includes:</i> - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Manual Regen Initiation - Driver Interface in Message Center - Engine Exhaust Brake - Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5 - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Four Body Builder Switches - Mounted in Center Instrument Panel <i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i> - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt / Telescoping - Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls	N/C
17W	Wi-Fi 4G LTE Hotspot Delete	-\$20.00
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, power door locks and door trim panel.</i>	\$470.00
214	4 Speaker Option for 588 Radio	\$30.00
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD

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Prepared for:

Fort Atkinson Public Works

Prepared by: Tim Askey

12/26/2022



Kayser Commercial Sales | 2303 W Beltline Highway Madison Wisconsin | 53713

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: TA-122222A

As Configured Vehicle (cont'd)

Code	Description	MSRP
Cab Exterior		
59A	Horn, Air - Black, Single Trumpet <i>Air solenoid operated, chassis mounted on rail back of bumper.</i>	\$90.00
54R	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 102" Width <i>Integral spot mirror, sail type, solid black finish.</i>	\$275.00
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
E_01	Gray	N/C
SUBTOTAL		\$94,710.00
Fuel Charge (12)		\$0.00
Destination Charge		\$2,095.00
TOTAL		\$96,805.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: TA-122222A

Warranty

Standard Warranty

<i>Basic Warranty</i>	
Basic warranty	24 months/unlimited
<i>Powertrain Warranty</i>	
Powertrain warranty	24 months/unlimited
<i>Corrosion Perforation</i>	
Corrosion perforation warranty	36 months/unlimited
<i>Roadside Assistance Warranty</i>	
Roadside warranty	24 months/unlimited
<i>Diesel Engine Warranty</i>	
Diesel engine warranty	60 months/250,000 miles
<i>Transmission Warranty</i>	
Transmission warranty	60 months/250,000 miles
<i>Frame Rail Warranty</i>	
Frame Rail Warranty	60 months/unlimited

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: , City of Fort Atkinson

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415



Client Proposal

Prepared by:
Christine Gensch
Office: 262-673-5180
Quote ID: CGAtkinson
Date: 01/20/2023



Prepared for:

City of Fort Atkinson
Prepared by: Christine Gensch
01/20/2023



Ewald's Hartford Ford, LLC | 2570 E. Sumner Street Hartford Wisconsin | 530278856

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

, **City of Fort Atkinson**

Re: Quote ID CGAtkinson 01/20/2023

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Christine Gensch

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

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2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$79,355.00
Options		\$15,355.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge (12)		\$0.00
Destination Charge		\$2,095.00
Subtotal		\$96,805.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
DISCOUNT	EWALD & MUNICIPAL DISCOUNT	-\$11,843.00
Total		\$84,962.00

* Vehicle is exempted from Federal Excise Tax.

Customer Signature

Acceptance Date

Prepared for:

City of Fort Atkinson
Prepared by: Christine Gensch
01/20/2023



Ewald's Hartford Ford, LLC | 2570 E. Sumner Street Hartford Wisconsin | 530278856

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F7D	Base Vehicle Price (F7D)	\$79,355.00
Engines		
99X	6.7L Power Stroke V8 Turbo Diesel - 330 HP @ 2600 RPM Includes Engine Exhaust Brake and manual regen capability. Torque: 750 ft.lbs. @ 1500 rpm. <i>Governed RPM: 3400. Includes CARB clean idle label - may be removed if un-necessary.</i>	\$3,495.00
425	50-State Emissions	N/C
41H	Engine Block Heater, Phillips, 120 Volt/750 Watt <i>Includes removable grille cover.</i>	\$155.00
Transmissions		
44D	Ford TorqShift HD 10-Speed Automatic - with PTO Provision <i>Includes tow/haul.</i>	STD
Front Wheels & Tires		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
R2H	Tires, Rear Four 11R22.5H Goodyear Fuel Max RTD (493 rev/mile)	\$175.00
Brakes		

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2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

As Configured Vehicle (cont'd)

Code	Description	MSRP
67A	Air Brakes (4 WHEEL DRUM) - Straight Truck w/Traction Control <i>Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection. Uses existing ABS system to minimize wheel slipping during acceleration. Usage determined by the air brake package selected. (Not recommended with Hi-Rail Train Systems). Deletes hand operated park brake lever.</i> <i>Includes: - Air Dryer, Bendix AD/IS w/Heater Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).</i>	\$2,530.00
98B	Final Upfit Center of Gravity - Low CG (38" to 48" FINAL Center of Gravity) <i>With MY23 having Electronic Stability Control Standard. When air brakes are selected, the "final upfit center of gravity (CG)" must be selected by dealer when ordering. If the final CG is not known, use the ESC delete (18A) feature. Where the final upfit CG is known, and the unit requires ESC for other features (such as Driver Assist Technology) select the appropriate CG value range when ordering air brake during the specing process. Call TRKLINE (877-875-5463) with any questions.</i>	N/C
62D	Air Dryer, Bendix AD/IS w/Heater <i>Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).</i>	Included

Front Axle and Suspension

43D	14,000 lb. Cap. Non-Driving - Dana	\$1,280.00
61F	Taper-Leaf Springs, Parabolic - 14,000 lb. Cap <i>3-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>	\$425.00
15S	Front Stabilizer Bar	\$490.00
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00

Rear Axle and Suspension

47X	26,000 lb. Single Reduction - Open - Dana / Spicer S26-190 <i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	\$2,445.00
68T	Multi-Leaf Springs - 31,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>	\$490.00
X5D	5.57 Axle Ratio	N/C

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Price Level: 415 | Quote ID: CGAtkinson

As Configured Vehicle (cont'd)

Code	Description	MSRP
Wheelbase		
158WB	158" Wheelbase/84" CA/49" AF/246" OAL	STD
Frame		
538	Single Channel - Straight 'C' 16.98 SM, 120,000 PSI <small>2,037,600 RBM. Heat treated alloy steel; 10.250" x 3.610" x 0.375" (260.4mm x 91.66mm x 9.5mm).</small>	\$650.00
532	Frame Extension, Front - Integral 20" In Front of Grille <small>Includes: - Grille, Fixed - Black/Gray - Bumper, Front - Delete - Also Deletes Mounting Brackets</small>	\$490.00
76X	Bumper, Front - Delete - Also Deletes Mounting Brackets	Included
86B	Grille, Fixed - Black/Gray	Included
Exhaust		
91D	Under Cab, Vertical Outlet, Right Side, Switchback-Style - Intrudes 2" into clean CA WARNING! The selection of this Exhaust could reduce the available CA dimension. <small>Single, horizontal muffler, right side under cab outside of frame rail with vertical exhaust passenger side rear corner with heat shield and turnout exit.</small>	\$715.00
Fuel Tanks		
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD
Electrical / Alternator / Battery		
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included
55M	Jump Start Stud - Remote Mounted	\$90.00

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2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

As Configured Vehicle (cont'd)

Code	Description	MSRP
63B	Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	\$60.00
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined) <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>	\$135.00
962	Daytime Running Lamps (Not Configurable)	\$25.00
Seats		
88E	30/0/30 Air Ride Driver (External Air Source) & Air Ride Passenger (External Air Source) w/Console - Vinyl	\$810.00
Cab Interior		
600A	Preferred Equipment Package 600A <i>Includes:</i> <ul style="list-style-type: none"> - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Manual Regen Initiation - Driver Interface in Message Center - Engine Exhaust Brake - Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5 - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Four Body Builder Switches - Mounted in Center Instrument Panel <i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i> <ul style="list-style-type: none"> - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt / Telescoping - Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls 	N/C
17W	Wi-Fi 4G LTE Hotspot Delete	-\$20.00
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, power door locks and door trim panel.</i>	\$470.00
214	4 Speaker Option for 588 Radio	\$30.00
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD

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2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

As Configured Vehicle (cont'd)

Code	Description	MSRP
Cab Exterior		
59A	Horn, Air - Black, Single Trumpet <i>Air solenoid operated, chassis mounted on rail back of bumper.</i>	\$90.00
54R	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 102" Width <i>Integral spot mirror, sail type, solid black finish.</i>	\$275.00
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Fleet Options		
B4A	Net Invoice Fleet Option	\$0.00
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
E_01	Gray	N/C
SUBTOTAL		\$94,710.00
Fuel Charge (12)		\$0.00
Destination Charge		\$2,095.00
TOTAL		\$96,805.00

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2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

Selected Equip & Specs

Dimensions

• GCWR: 50,000 lbs. • Driver distance from axle: 54" • Vehicle body length: 246" • Vehicle body width: 97" • Vehicle body height: 94" • Wheelbase: 158" • Front track: 84" • Rear track: 73" • Turning radius (to curb): 22' • Cab to axle: 84" • Rear tire outside width: 96" • Axle to end of frame: 49" • **Frame section modulus: 17 cu.in.** • **Frame yield strength (psi): 120000** • Frame rail depth: 10" • **Frame rail width: 4"** • Frame rail thickness: 0" • Frame rail section: 10" • Front bumper to front axle: 39" • **Front frame extension: 20"** • Front brake diameter: 15.0" • **Rear brake diameter: 16.5"** • Headroom first-row: 40.7" • Leg room first-row: 41.4" • Shoulder room first-row: 68.0" • Hip room first-row: 67.6"

Powertrain

* **6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 330HP** • Engine cylinders: V-8 • Compression ignition system • **Horsepower: 330 HP@2600 RPM** • **Torque: 750 lb.-ft.@1500 RPM** • **Engine block heater** • Radiator • Fuel/water separator • Auxiliary power take-off • Engine retarder system • RNDM shift indicator • 75 mph speed limiter • 10-speed automatic • Rear-wheel drive • Recommended fuel: diesel • Low-speed ABS traction control • Standard rear differential

Fuel Economy and Emissions

• Federal emissions

Suspension and Handling

• Standard ride suspension • Standard grade front shock absorbers

Driveability

* **Air brake system** • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Rigid axle front suspension • Leaf spring front suspension • **Front anti-roll bar** • Tapered leaf front suspension • Rigid axle rear suspension • Leaf spring rear suspension • Hydraulic power-assist steering system • Re-circulating ball steering • 2-wheel steering system

Body Exterior

• Side assist steps • 2 doors • Clearcoat paint • Monotone paint • Black side window trim • Black windshield trim • Black door handles • 2 front tow hooks • **Grey grille** • **Stationary radiator mounted grille** • Black door mirrors • Trailer style side mirrors • Convex spotter in driver and passenger side door mirrors • English measure truck 279/82R22.5 AS BSW front and rear tires • White front wheels • Steel front wheels • White rear wheels • Steel rear wheels • Disc rear wheel • 22.5 x 8.25-inch front and dual rear wheels

Convenience

* **Power door locks** • **Auto-locking doors** • Cruise control with steering wheel mounted controls • **Power first-row windows** • Partial floor console • Driver foot rest • Fixed rear windshield • Standard glove box • Front beverage holders • 2 beverage holders • **Driver and passenger door bins** • Dashboard storage • **Single air horn** • Steering column lever gearshift location • Trip computer • Upfitter switches

Comfort

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2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

Selected Equip & Specs (cont'd)

- Manual climate control • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage
- Manual tilting steering wheel • Manual telescopic steering wheel • Urethane steering wheel

Seats and Trim

- Seating capacity: 2 • **Captain driver seat** • Folding driver seat back • **High driver seat back** • **Driver seat air suspension** • 4 driver seats way-direction • Manual fore/aft • **Fixed driver seat headrest** • **Captain passenger seat** • **Folding passenger seat back** • **High passenger seat back** • **Passenger seat air suspension** • 4 passenger seats way-direction • Manual fore/aft • **Fixed passenger seat headrest** • Driver seat armrest • Front passenger seat armrest • Vinyl front seat upholstery

Entertainment Features

- AM/FM stereo radio • Seek scan • Auxiliary input jack • External memory control • **Speakers number: 4** • Standard grade speakers • Steering wheel mounted audio controls • Wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

- Analog instrumentation display • Trip odometer • In-radio display clock • **Primary air pressure gauge** • Tachometer • Oil pressure gauge • Engine/electric motor temperature gauge • Oil temperature gauge • Transmission fluid temperature gauge • Engine hour meter • Diesel exhaust fluid (def) gauge • Light tinted windows • Aero-composite headlights • Halogen headlights • Auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • Variable intermittent front windshield wipers • Speed sensitive wipers • Front reading lights • Variable instrument panel light • Daytime running lights • Cab clearance lights • Delay interior courtesy lights

Technology and Telematics

- Handsfree wireless device connectivity • 1 USB port

Safety and Security

- Vehicle tracker • Electronic stability control system

Dimensions

General Weights

* Curb weight	11,400 lbs.	* Rear curb weight	4,335 lbs.
Front GAWR	12350 lbs.	Rear GAWR	24020 lbs.
GVWR	36300 lbs.	GCWR	50000 lbs.

Trailer Weights

GCWR	50,000 lbs.
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Weights

* Maximum GVWR	36,300 lbs.	* Max RBM (in.-lbs.) ..	2,037,600 max RBM (in.-lbs.)
Nominal RBM (in.-lbs.) ..	1,211,200 nominal RBM (in.-lbs.)		

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2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

Selected Equip & Specs (cont'd)*Front Weights*

* Front curb weight	7,065 lbs.	* Axle capacity front	14,000 lbs.
* Spring rating front	14,000 lbs.	Tire/wheel capacity front	12,350 lbs.

Rear Weights

* Axle capacity rear	26,000 lbs.	* Spring rating rear	31,000 lbs.
* Tire/wheel capacity rear	24,020 lbs.		

Exterior Measurements

Vehicle body length	246"	Vehicle body width	97"
Vehicle body height	94"	Wheelbase	158"
Front frame height loaded	35"	Front brake diameter	15.0"
* Front frame height unloaded	38"	* Rear brake diameter	16.5"
* Rear frame height loaded	37"	Rear frame height unloaded	38"
Turning radius (to bumper)	23'	* Width - mirrors folded	91"
* Width - mirrors extended	122"	Front track	84"
Rear track	73"	Driver distance from axle	54"
Turning radius (to curb)	22'	Cab to axle	84"
Rear tire outside width	96"	Axle to end of frame	49"
* Frame section modulus	17 cu.in.	* Frame yield strength (psi)	120000
Frame rail depth	10"	* Frame rail width	4"
Frame rail thickness	0"	Frame rail section	10"
Front bumper to front axle	39"	* Front frame extension	20"

Headroom

Headroom first-row	40.7"
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Legroom

Leg room first-row	41.4"
--------------------------	-------

Shoulder Room

Shoulder room first-row	68.0"
-------------------------------	-------

Hip Room

Hip room first-row	67.6"
--------------------------	-------

Front And Rear GAWR Total Will Exceed Overall GVWR

Powertrain*Engine*

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Selected Equip & Specs (cont'd)

* **Engine** **6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 330HP**

Engine cylinders V-8
 Ignition Compression ignition system

Engine block material Iron engine block

Engine Specs

Displacement 6.7L
 Bore 3.9"
 Compression ratio 16.2

* **Compressor capacity** **13.20 cu.ft. cfm**

* **Air system moisture ejector type** **Manual air system moisture ejector**

Engine Power

* **Horsepower** **330 HP @ 2600 RPM**

Alternator

Alternator amps 200A

Battery

Battery type Dual lead acid battery
 Battery step Battery step
 Battery run down protection Battery run down protection

Engine Extras

* **Block heater** **Engine block heater**

Fuel/water separator Fuel/water separator

Engine retarder Engine retarder system

Transmission

Transmission 10-speed automatic

Speed limiter 75 mph speed limiter

Lock-up transmission Lock-up transmission

Second gear ratio 2.919

Fourth gear ratio 1.773

Sixth gear ratio 1.277

Seventh gear ratio 1

Ninth gear ratio 0.687

Valves per cylinder 4

Engine location Front mounted engine

Engine mounting direction Longitudinal mounted engine

Cylinder head material Aluminum cylinder head

cc 405.9 cu.in.

Stroke 4.25"

* **Governed RPM** **3400 RPM**

* **Air dryer** **Air dryer**

* **Torque** **750 lb.-ft. @ 1500 RPM**

Alternator type Heavy-duty alternator

* **Battery rating** **1800CCA**

Battery location Battery location forward right

Radiator Radiator

Auxiliary power take-off Auxiliary power take-off

Shift indicator RNDM shift indicator

Transmission electronic control Transmission electronic control

Overdrive transmission Overdrive transmission

First gear ratio 4.615

Third gear ratio 2.132

Fifth gear ratio 1.519

Reverse gear ratio 4.695

Eighth gear ratio 0.851

Tenth gear ratio 0.632

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2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

Selected Equip & Specs (cont'd)

Stall ratio 1.97

Sequential shift control Sequential shift control
PTO transmission provision PTO transmission provision

Drive Type

Drive type Rear-wheel drive

Drivetrain

* **Axle ratio** **5.57**

Exhaust

Tailpipe Aluminized steel single exhaust
Additional muffler location right
Additional tailpipe location right

Fuel

Fuel type diesel

Fuel Tank

Front left fuel tank shape rectangular
DEF capacity 8.00 gal.

Drive Feature

Traction control Low-speed ABS traction control

Selectable mode transmission Selectable mode transmission

Transmission oil cooler Transmission oil cooler

Axle speed Single axle speed

Additional muffler type horizontal
* **Additional tailpipe type** **vertical**

Front left fuel tank capacity 50.01 US gallons

Differential Standard rear differential

Fuel Economy and Emissions

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Standard ride suspension

Front shock absorbers Standard grade front shock absorbers

Driveability

Brakes

* **Brake type** **Air brake system**
ABS brakes 4-wheel antilock (ABS) brakes

ABS brakes Four channel ABS brakes

Front Suspension

* **Anti-roll bar front** **Front anti-roll bar**

Suspension ride type front Rigid axle front suspension

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Selected Equip & Specs (cont'd)

Suspension type front Leaf spring front suspension

Front Spring

Regular front springs Regular front springs

Springs front Tapered leaf front suspension

Rear Spring

Springs rear Multi-leaf rear suspension

Rear springs Regular grade rear springs

Rear Suspension

Suspension type rear Leaf spring rear suspension

Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system

Steering type Re-circulating ball steering

Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 22.5"

Front wheels width 8.3"

Rear Wheels

Rear wheels diameter 22.5"

Rear wheels width 8.3"

Front And Rear Wheels

Appearance none

Front Tires

Aspect 82

Diameter 22.5"

Sidewalls BSW

Tread AS

Type english measure truck tire

Width 279mm

Front wheel - RPM 497

Rear Tires

Aspect 82

Diameter 22.5"

Sidewalls BSW

Tread AS

Type english measure truck tire

Width 279mm

*Rear wheel - RPM 493

Body Exterior

Exterior Features

*Frame extension type Integral frame extension type

Number of doors 2 doors

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Selected Equip & Specs (cont'd)

Side steps	Side assist steps	Front splash guards	Front splash guards
Frame			
Clean CA frame	Clean CA frame		
Body			
Body panels	Composite and galvanized steel body panels		
Mirrors			
Convex spotter	Convex spotter in driver and passenger side door mirrors		
Tires			
Front tires LT load rating	G	* Rear tires LT load rating	H
Wheels			
Front wheel type	Disc front wheel	Dual rear wheels	Dual rear wheels
Number of front wheel studs	10 front wheel studs	Number of rear wheel studs	10 rear wheel studs

Convenience

Door Locks			
* Door locks	Power door locks	* Auto door locks	Auto-locking doors
Cruise Control			
Cruise control	Cruise control with steering wheel mounted controls		
Exterior Mirrors			
* Door mirrors	Power door mirrors	Folding door mirrors	Manual folding door mirrors
* Heated door mirrors	Heated driver and passenger side door mirrors		
Front Side Windows			
* First-row windows	Power first-row windows		
Floor Console			
Floor console	Partial floor console		
Passenger Visor			
Visor passenger mirror	Passenger visor mirror		
Power Outlets			
12V power outlets	2 12V power outlets		
Pedals			

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2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

Selected Equip & Specs (cont'd)

Driver foot rest	Driver foot rest
<i>Rear Windshield</i>	
Rear windshield	Fixed rear windshield
<i>Storage</i>	
* Door bins front	Driver and passenger door bins
Beverage holders	Front beverage holders
Dashboard storage	Dashboard storage
<i>Windows Feature</i>	
* One-touch up window	Driver and passenger one-touch up windows
<i>Miscellaneous</i>	
Trip computer	Trip computer
Upfitter switches	Upfitter switches
Number of beverage holders	2 beverage holders
Glove box	Standard glove box
* One-touch down window	Driver and passenger one-touch down windows
Gearshift location	Steering column lever gearshift location
* Horn	Single air horn

Comfort

<i>Climate Control</i>	
Climate control	Manual climate control
<i>Headliner</i>	
Headliner material	Cloth headliner material
Headliner coverage	Full headliner coverage
<i>Floor Trim</i>	
Floor covering	Full vinyl floor covering
Floor coverage	Full floor coverage
<i>Steering Wheel</i>	
Steering wheel telescopic	Manual telescopic steering wheel
Steering wheel material	Urethane steering wheel
Steering wheel tilt	Manual tilting steering wheel

Seats and Trim

<i>Seat Capacity</i>	
Seating capacity	2
<i>Front Seats</i>	
* Front seat type	Captain driver seat
Driver seat back	Folding driver seat back
* Driver seat suspension	Driver seat air suspension
* Front seat type	Captain passenger seat
* Driver seat back type	High driver seat back
Driver seats way-direction	4 driver seats way-direction

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2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

Selected Equip & Specs (cont'd)

Driver seat fore/aft Manual fore/aft

* **Passenger seat back** **Folding passenger seat back**

* **Passenger seat suspension** **Passenger seat air suspension**

Passenger seat fore/aft Manual fore/aft

Armrests front driver Driver seat armrest

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Radio Features

Aux input jack Auxiliary input jack
Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

* **Driver headrest type** **Fixed driver seat headrest**

* **Passenger seat back type** **High passenger seat back**

Passenger seats way-direction 4 passenger seats way-direction

* **Passenger headrest type** **Fixed passenger seat headrest**

Armrests front passenger Front passenger seat armrest

Front seatback upholstery Carpet front seatback upholstery

External memory External memory control

* **Speakers number** **4**

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Analog instrumentation display

Instrumentation Displays

Clock In-radio display clock

Instrumentation Gauges

* **Primary air pressure gauge** **Primary air pressure gauge**

Oil pressure gauge Oil pressure gauge

Tachometer Tachometer

Oil temperature gauge Oil temperature gauge

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

Selected Equip & Specs (cont'd)

Transmission temperature gauge	Transmission fluid temperature gauge	Engine/electric motor temperature gauge	Engine/electric motor temperature gauge
Engine hour meter	Engine hour meter	DEF fluid gauge	Diesel exhaust fluid (def) gauge

Instrumentation Warnings

Oil pressure warning	Oil pressure warning	Low fuel warning	Low fuel warning
Low brake fluid warning	Low brake fluid warning	Battery charge warning	Battery charge warning
Headlights on reminder	Headlights on reminder	Key in vehicle warning	Key in vehicle warning
Door ajar warning	Door ajar warning	Service interval warning	Service interval indicator
Transmission fluid temperature warning	Transmission fluid temp warning	Low diesel exhaust fluid (DEF) warning	Low diesel exhaust fluid (DEF) warning

Glass

Tinted windows	Light tinted windows
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Headlights

Headlights	Halogen headlights	Headlight type	Aero-composite headlights
Auto headlights	Auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights		

Front Windshield

Wipers	Variable intermittent front windshield wipers	Speed sensitive wipers	Speed sensitive wipers
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Interior Lighting

Variable panel light	Variable instrument panel light	Front reading lights	Front reading lights
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Lights

Running lights	Daytime running lights	Interior courtesy lights	Delay interior courtesy lights
Clearance lights	Cab clearance lights		

Technology and Telematics

Connectivity

Handsfree connectivity	Handsfree wireless device connectivity
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USB Ports

USB ports	1 USB port
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Safety and Security

Security System

Prepared for:

City of Fort Atkinson
Prepared by: Christine Gensch
01/20/2023



Ewald's Hartford Ford, LLC | 2570 E. Sumner Street Hartford Wisconsin | 530278856

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

Selected Equip & Specs (cont'd)

Vehicle tracker Vehicle tracker

Traction Control

Electronic stability control Electronic stability
control system

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2024 F-750 Diesel Regular Cab Base (F7D)

Price Level: 415 | Quote ID: CGAtkinson

Warranty

Standard Warranty

<i>Basic Warranty</i>	
Basic warranty	24 months/unlimited
<i>Powertrain Warranty</i>	
Powertrain warranty	24 months/unlimited
<i>Corrosion Perforation</i>	
Corrosion perforation warranty	36 months/unlimited
<i>Roadside Assistance Warranty</i>	
Roadside warranty	24 months/unlimited
<i>Diesel Engine Warranty</i>	
Diesel engine warranty	60 months/250,000 miles
<i>Transmission Warranty</i>	
Transmission warranty	60 months/250,000 miles
<i>Frame Rail Warranty</i>	
Frame Rail Warranty	60 months/unlimited

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



1151 W Main Avenue
DePere, WI 54115
Sales Rep: Eric Krahenbuhl
Ph: (262) 269-6322
www.MonroeTruck.com

J.O. #
Quotation ID: 2CHK001727-1
Date: 1/18/2023
Valid thru: 2/17/2023
Terms: NET 30
Quoted by: Clayton Kraft
Ph/Fax: 920-347-4189 / 920-336-8118

Quoted to:

FORT ATKINSON, CITY OF (ATTN:)
ATTN ACCOUNTS PAYABLE
N 101 MAIN ST
FT ATKINSON, WI 53538

Ph: 920-563-7760 / Fax: 920-563-7776

Email:

Chassis Information

Year: 2023	Make: FORD		Model: F-750		Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 84.0	CT: -1.0	Wheelbase: 158.0	Engine: DIESEL	F.O. Number #:	Vin:

Notes: ** Due to current Market Conditions, if the Chassis will not be on-ground at Monroe Truck Equipment within 240 calendar days of order date, we will require a minimum 50% down payment before the 210th day. If you are not able to provide a down payment, your Municipality could be subject to a Minimum of 3% - 5% price increase on bid price at time of invoice!

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
10' CRYSTEEL SELECT SS DUMP BODY - BODY: 120"L, 84" ID, 96" OD - 26"H SINGLE PANEL SIDES W/ RUBRAIL - 48"H STRAIGHT FRONT - 36"H STRAIGHT REAR - 7 GAUGE 201 STAINLESS STEEL SIDES & ENDS - AIR RELEASE TAILGATE W/ FULL RIBBED DOUBLE WALL BRACING - 1/4" STAINLESS STEEL FLOOR - CABSHIELD: 1/2, 78"W, 10 GAUGE, STAINLESS STEEL - LADDER: 3-RUNG SLIDE-OUT, FOLD-DOWN, STAINLESS STEEL - SHOVEL HOLDER: SPRING LOADED, STAINLESS STEEL - GRAB HANDLE - 3 OVAL CUTOUTS IN REAR * S/T/T * REVERSE * STROBES - RECESSED STOP/TURN/ TAIL & BACKUP LIGHTS W/ SEALED WIRING HARNESS & JUNCTION BOX - REAR RUBBER FLAPS - INSTALLED	
AERO 10'-13' EASY COVER ASPHALT TARP SYSTEM - MODEL 575 - ELECTRIC MOTOR W/ IN-CAB SWITCH - ALUMINUM HOUSING MOUNTED BEHIND CAB SHIELD - ALUMINUM TARP ARMS	
10' RC750 LESS HYDRAULICS HOIST	
PINTLE MOUNT; 1/2" PLATE WITH 3/4" D-RINGS & ICC BUMPER (NO HITCH) PINTLE HOOK: RIGID MOUNT, 15-TON 7 WAY RV TRAILER RECEPTACLE BACKUP ALARM	
MTE TRUCK PORTION PIN & LOOP HITCH (NO TILT) CD-400; 4" X 10" DA LIFT CYLINDER	



Description	Amount
11' MTE FULL MOLDBOARD TRIP REVERSIBLE PLOW W/ INTEGRAL SHIELD (MP36R11-ISCT) - 36" TALL 11' LONG (STRAIGHT MOLDBOARD) - 10 GAUGE ROLL-FORMED MOLDBOARD - (6) ONE-PIECE 1/2" FLAME-CUT TAPERED RIBS - DUAL COMPRESSION TRIP ASSEMBLIES - (2) 3" X 10" DOUBLE ACTING CYLINDERS W/ CUSHION VALVE - BUILT-IN LEVEL LIFT - STRESS-PROOF MACHINED & PLATED PINS - 14" PUSH HEIGHT - ALL COMPONENTS & MOLDBOARD ARE 100% CONTINUOUSLY WELDED - MOLDBOARD IS SHOT-BLASTED & POWDER-COATED ORANGE - PUSH-FRAME & COMPONENTS SHOT-BLASTED & POWDER-COATED BLACK - DEFLECTOR KIT - PARKING JACK KIT - PLOW MARKERS	
8' MONROE JUNIOR PATROL WING (RIGHT SIDE) - SHEAR-BOLT TRIP - 10 GAUGE MOLDBOARD - 27" INTAKE HEIGHT & 28" DISCHARGE HEIGHT - 3/8" ONE-PIECE TAPERED FLAME CUT RIBS - (2) DOUBLE-ACTING CYLINDERS - DIRECT-LIFT FRONT WING POST - UNDER-FRAME CROSS TUBE ASSEMBLY W/ MOUNTING PLATES - MOLDBOARD POWDER COATED ORANGE - HARDWARE POWDER COATED BLACK - CUTTING EDGE KIT - INSTALLED	
MONROE UNDER-TAILGATE, DIRECT DRIVE SPREADER (MS966-OW/DD-DD) W/ SPEED SENSOR - 304 STAINLESS STEEL - 6" DIA. AUGER W/ ONE-WAY FLIGHTING FOR LEFT OR RIGHT DISCHARGE - 7 GA., 96" TROUGH W/ 1/4" END PLATES - ONE-PIECE, REMOVABLE & HINGED, COMBINATION COVER & REAR PANEL - HEAVY-DUTY, STEEL ROD, CAPTIVE LATCHES - QUICK DETACH MOUNTING BRACKETS - TAILGATE SHIELDS - 304 STAINLESS STEEL, SELF-LEVELING, LH DISCHARGE, SPINNER W/ POLY DISC - INSTALLED	
CLOSED LOOP HYDRAULIC BASE KIT W/ PLUMBING KIT - 7 GPM HYDRAULIC PUMP W/ 14" X 7" X 6.5" ENCLOSURE AND PLUMBING KIT W/O HYDRAULIC VALVE - TANK KIT: 100 GALLON (1 TANK), 5" FILL LID, INCLUDES NOZZLE MOUNT, 304 STAINLESS STEEL HDW - NOZZLE KIT, HYDRAULIC UNIT, 2 GPM, 3 NOZZLES - BULK FILL KIT - FLUSHER KIT - QUICK DISCONNECT KIT	
ELECTRIC HYDRAULICS PACKAGE - D/A HOIST W/500 PSI DOWNSIDE RELIEF, 40GPM - D/A PLOW, 20 GPM - D/A PLOW ANGLE, 20 GPM - D/A WING TOE, 20 GPM, W/500 PSI DOWNSIDE RELIEF - D/A WING HEEL, 20 GPM, W/500 PSI DOWNSIDE RELIEF, 1800 PSI PRESSURE LIMITER - PRE-WET, 7 GPM - AUGER 14GPM - SPINNER 7 GPM - 30 GALLON CAPACITY SLIM LINE STAINLESS HYDRAULIC RESERVOIR WITH INTERNAL FILTER - FILLER/BREATHING CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG, - 60 P.S.I. CONDITION INDICATOR - STAINLESS ENCLOSURE WITH WEATHER TIGHT COVER - HYDRAULIC ENCLOSURE WILL BE MOUNTED ON FRAME RAIL - FORCE SSC6100 GROUND BASED SPREADER CONTROL W/ ULTRA CONTROLS - PARTS FOR CLOSED LOOP AUGER OPERATION - PARTS FOR CLOSED LOOP PREWET - INSTALLED	

Description	Amount
CHELSEA PTO/PUMP COMBO	
STROBE LIGHT: WHELEN, L.E.D. LIGHT-BAR, AMBER, PERM. - MOUNTED ON CABSHIELD OF DUMP BODY LED CLEAR WORKLIGHT * SPREADER * WING	
L.E.D. PLOW LIGHTS (ABL) - POLYCARBONATE LENS WITH BUILT IN AUTONOMOUS THERMAL DE-ICING - L.E.D. W/ PROJECTION TYPE LENSES - DLR DAY RUNNING LIGHTS - PLASTIC HOUSING, BLACK - INCLUDES AMBER L.E.D. TURN SIGNALS	
	Quote Total: \$125,271.00

***Due to current market conditions, pricing is subject to change at time of upfit.

Additional Options:

Description	Amount	Add to quote? Yes / No
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Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
Customer Signature:				Date of Acceptance:	



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

MEMORANDUM

DATE: March 1, 2022

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action relating to the purchase of two Single Axle Plow Trucks from Kayser Ford Commercial Sales for \$384,246.00

BACKGROUND

The Public Works Department desires to replace two Single Axle 5/6 Yard Dump Trucks with wing plows, and salting units, the department has in its fleet. The two existing 1999 International 5/6 Yard Dump Trucks have functioned admirably since we purchased them new, but they have long exceeded their viable service life for the City. These pieces of equipment are vital to the public works operations for the City of Fort Atkinson. They are each utilized for the City's hauling needs throughout the warm months and are integral for snow removal and ice control operations of the in the winter months.

DISCUSSION

The expected viable life of this type of heavy equipment, as published through the State of Wisconsin Department of Administration, is estimated at 15 years. Staff has reviewed the condition of our existing 1999 plow trucks and determined that both of these units have exceeded their viable life span and need replacement.

Because the Public Works Department relies very heavily on the dump truck fleet, both units have exceeded their useful life, and their replacement was included in the 2022 Capital Improvements Project budget; staff is now pursuing their replacement. Staff reached out to several suppliers and received two qualifying bids that meet the specification and service requirements for the City of Fort Atkinson Public Works Department operations.

FINANCIAL ANALYSIS

The approved 2022 CIP Budget for these trucks was set at \$350,000.00. We received bids from two vendors; Kayser Commercial Sales (Madison, WI) and Lakeside International (Janesville, WI). The bid totals are shown in the bid tab on the next page, and the purchase will part of the 2022 CIP Budget borrowing as presented to the City Council on February 1, 2022.

Due to the increased costs in production and supply chain issued, the bids came in slightly higher than previously anticipated in 2021 when we originally planned the 2022 CIP budget. We will be foregoing the 2022 purchase of a Ford Transit Van, to replace a 38-year old van used to

water and maintain the City terrace areas, in the amount of \$25,000.00 to help offset the increased cost of these two units.

2022 Single Axle Plow Truck Bid Tabulation			
Kayser Ford Commercial Sales		Lakeside International	
Bid Item	Proposed Investment	Bid Item	Proposed Investment
2023 Ford F750 Diesel Regular Cab Truck	\$ 74,800.00	2024 International MV607SBA Truck	\$ 89,324.00
Monroe Equipment Upfit Package	\$ 117,323.00	Monroe Equipment Upfit Package	\$ 117,323.00
Total Investment	\$ 192,123.00	Total Investment	\$ 206,647.00

RECOMMENDATION

Staff recommends the purchase of two Ford F750 Single Axle Trucks, including the Monroe Equipment upfit package of the 5/6 yard dump box, straight blade and wing plow, and salter with brine applicator, in the amount of \$384,246.00 from Kayser Commercial Sales, Madison WI, to replace the existing 23-year old Plow Trucks.

ATTACHMENTS

Kayser Ford Commercial Sales Proposal; Lakeside International Proposal; Monroe F750 Equipment Proposal



MEMORANDUM

DATE: February 7, 2023

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action relating to the purchase of Wheel Loader Repair Parts for the Department of Public Works in an amount not to exceed \$17,400.50

BACKGROUND

The Department of Public Works is in need of parts to repair Fleet 43 – Wheel Loader. This piece of equipment is vital to the winter snow removal operations of the Department and due to a catastrophic failure, is in need of immediate repair. A picture of this piece of equipment in action is shown below for reference.



DISCUSSION

During the most recent snow removal operation in the downtown area, the rear driver's side break setup and hub assembly failed and needs to be completely rebuilt. Miller – Bradford & Risberg Inc, the supplier, has worked with the Department staff to identify the repair parts required to complete the job properly and provided a materials cost proposal, shown on page

2. As this piece of heavy equipment is a vital part of our snow removal and material handling operations in the Public Works Department, it is imperative we repair this machine as soon as possible.

FINANCIAL ANALYSIS

Miller – Bradford & Risberg Inc., provided the following parts cost proposal. Due to the nature of this type of equipment, and the City’s developed relationship with Miller – Bradford, staff felt they were our first and best option for obtaining these specific parts and materials.

Qty.	Description	Unit Cost	Total
	2007 Case 621D Wheel Loader Fleet No. 43 Repair	\$ -	\$ -
	Proposal Dated February 3, 2023	\$ -	\$ -
	1 Rebuilt Axle Planetary. 2 Brake Kit. Seals To Reseal The Other 3 Brake Pistons And Seals To Seal The Housings To The Axles	\$ -	\$ -
		\$ -	\$ -
2	87365251 Kit Repair	\$ 2,404.49	\$ 4,808.98
3	8605314 Seal	\$ 138.60	\$ 415.80
3	480565325 Ring	\$ 115.00	\$ 345.00
3	8605316 Seal	\$ 156.00	\$ 468.00
3	48056328 Ring	\$ 157.00	\$ 471.00
3	8603580 Ring, Guild	\$ 112.00	\$ 336.00
8	8603674 O-Ring	\$ 22.28	\$ 178.24
4	47728955 O-Ring	\$ 23.50	\$ 94.00
8	8603559 O-Ring	\$ 15.31	\$ 122.48
1	Misc. Brake Hub Assembly	\$ 9,411.00	\$ 9,411.00
1	Freight	\$ 750.00	\$ 750.00
		\$ -	\$ -
		TOTAL:	\$17,400.50

The approved 2023 Public Works budget includes \$83,000 in account 01-54-5411-0600 for the repair and maintenance of fleet equipment. The Department intends to utilize these funds to purchase the needed parts to make this repair.

RECOMMENDATION

Staff recommends the City Council authorize the purchase of the needed repair parts for Fleet Vehicle 43 – Wheel Loader from Miller – Bradford & Risberg, Inc., in the amount of \$17,400.50. Said funds to come from the PW Street Machines Supplies Account No. 01-54-5411-0600.

MEMORANDUM

DATE: February 7, 2023

TO: Fort Atkinson City Council

FROM: Jeff Armstrong, Water Utility Superintendent

RE: Review and possible action relating to the purchase of an After Hours Alarm Notification Replacement for the Water Utility at a cost of not more than \$8,043.

BACKGROUND

The Water Utility uses a program for after-hours alarm notifications and emergency callouts. The program "WIN911" receives a signal from the Utility's SCADA (supervisor control and data acquisition) computer. WIN911 will then dial a call to the on-call Water Utility Employee, alerting them of a problem in the water system.

DISCUSSION

This program is experiencing communication failures and system crashes due to Windows 10 and its updates on the Department's SCADA computer. Altronex Control System, the SCADA system support team recommends replacement of the current system with Exele's Top-View Alarm Notification. The Department is currently relying on the back-up system more frequently as the sole notification for these alarms.

The TopView Alarm Notification System Notification Software includes license for TopView, removal of the Win-911 system, installation of TopView and reconfiguration of alarms and provides and installs Grandstream phone modem. The City's Wastewater Utility is using the same Excel Top-View system with positive results.

FINANCIAL ANALYSIS

The 2023 CIP includes funding for the SCADA upgrade to the Exele's Top-View Alarm Notification. The total amount of Water Utility funds included in the CIP for well security and alarm upgrade was \$15,000. The quote for the alarm upgrade is \$8,043, leaving just under \$7,000 for additional well security upgrades in 2023.

RECOMMENDATION

Staff recommends that the City Council authorize the purchase of the Altronex Control System Alarm Notification Upgrade per the attached proposal for \$8,043.00 to be funded through the 2023 Water Utility CIP.

RECOMMENDATION

Altronex Control System Alarm Notification Upgrade Proposal



Name	Customer	Proposal#	Due/Bid Date
Fort Atkinson, WI - WTP TopView Alarm Notification Upgrade	Fort Atkinson, WI	20223394	8/5/2022, 12:00 PM

Scope

The Win-911 Software Dialer on the Fort Atkinson, WI Water System SCADA Computer is failing due to the Windows 10 Updates on the SCADA computer. Altronex Control Systems recommends replacing Win-911 with Exele's TopView Alarm Notification Software.

TopView Alarm Notification Software

- (1) License for TopView
- Remove Win-911
- Install TopView and reconfigure alarms
- Provide and install Grandstream phone Modem

Items specifically not included in this proposal

1. Sales or use tax
2. Performance, payment or equipment bond of any kind
3. Permits or Bonding

Proposal Amount \$ 8,043.00 USD**Freight Terms: FOB Origin, Freight Prepaid and Add**

Respectfully submitted by,

Kurt Atwood
Business Development Manager
katwood@lwallen.com
(608) 210-1455

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

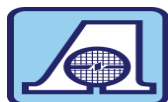
ANY ELECTRICAL WIRING AND SERVICING OF THE GOODS MUST BE PERFORMED BY A LICENSED ELECTRICIAN. WARRANTY CLAIMS FOR GOODS WHICH WERE AT ANY TIME WIRED OR SERVICED BY ANYONE OTHER THAN A LICENSED ELECTRICIAN SHALL NOT BE HONORED IN WHOLE OR PART BY SJE.

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

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

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

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





MEMORANDUM

DATE: February 7, 2023

TO: Fort Atkinson City Council

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

RE: Discussion and possible action relating to disallow claim against the City of Fort Atkinson

BACKGROUND

In July 2021, the League of Wisconsin Municipalities Mutual Insurance (LWMMI) became our insurance carrier for property, liability and worker's compensation. LWMMI represents us when claims are filed against the city for various actions. LWMMI will perform an investigation and obtain facts regarding the claim, which can include interviewing employees and on-site investigation. A final determination is then made and provided to Staff.

DISCUSSION

On September 22, 2022, I received a Notice of Claim from Mr. Patrick Baumann and Mr. Daniel Baumann. Mr. and Mr. Baumann alleged they had incurred injuries and damages following an interaction with City of Fort Atkinson Police Officers.

Attorney Joseph M. Wirth administered the claim for LWMMI and following review, has recommended the City Council disallow the claim pursuant to Wis. Stat. 893.80 (1)(g).

Upon disallowance of the claim, Certified Mail will be processed to the claimants and their Counsel. The disallowance will start a six-month limitation on the time in which the claimants may file suit on some or all claims.

FINANCIAL ANALYSIS

There is no financial impact to the City to disallow the claim.

RECOMMENDATION

Staff recommends the City Council disallow the claim against the City of Fort Atkinson from Mr. Patrick Baumann and Mr. Daniel Baumann pursuant to Wisconsin Statute 893.80(1)(g).

ATTACHMENTS

Disallowance of claim from Wirth + Baynard

September 22, 2022

**NOTICE OF INJURY AND STATEMENT OF CLAIM
PURSUANT TO WIS. STAT. § 893.80(1d)**

TO: Jefferson County
c/o Bobbie Holsclaw, Jefferson County Clerk
311 S Center Avenue, Jefferson, WI 53549

Fort Atkinson Police Department
c/o Michelle Ebbert, Fort Atkinson City Clerk
101 N. Main Street, Fort Atkinson, WI 53538
Incl. Officers Stephen Riggs, Adam Lawrence, Lauren Blevins and Benjamin Boeve

Jefferson County Jail
c/o Paul Milbrath, Jefferson County Sheriff
411 S. Center Avenue, Jefferson, WI 53549

Claimant
Daniel Baumann
305 Roosevelt Street
Fort Atkinson, WI 53538

Pursuant to Wis. Stat. § 893.80(1d),

PLEASE TAKE NOTICE:

Our law office represents Daniel Baumann, who was arrested on May 28, 2022, for allegedly committing violations of Wisconsin Statutes § 940.203(2) (Battery or Threat to Judge, Prosecutor, or Law Enforcement Officer), § 946.41(1) (Resisting or Obstructing an Officer), and § 947.01(1) (Disorderly Conduct). However, in arresting him, and detaining him at the Jefferson County jail, the police committed substantial misconduct, including false arrest, unlawful imprisonment, and intentional infliction of emotional distress. The jail staff further committed serious misconduct in failing to provide Mr. Baumann with appropriate medications for his medical conditions while having knowledge of them from May 29 through June 1, 2022.

1. Daniel Baumann is an individual who resides at 305 Roosevelt Street, Fort Atkinson, Wisconsin 53538.
2. On May 28, 2022, Officers Riggs, Blevins, and Boeve arrived at our client's home to investigate an allegation of road rage/damage to a car against Patrick Baumann brought by Brittany Ruzicka.

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1755 Park Street, Suite 114 - Naperville, Illinois 60563 - Tel 630.579.0635 Fax 630.579.0638
500 Commercial Court, Suite 300 - Lake Geneva, Wisconsin 53147 - Tel 262.812.0864 Fax 312.362.0440

NOTICE OF INJURY AND STATEMENT OF CLAIM

Page 2 of 6

3. Officers Riggs and Boeve took the lead in responding to the claim brought by Ruzicka, and aggressively approached our client's home at 305 Roosevelt Street, Fort Atkinson, Wisconsin 53538. Officer Blevins served as backup. Officer Lawrence arrived on the scene slightly thereafter.
4. Patrick Baumann was outside and seated on a trailer. His father, our client, Mr. Baumann was seated to the left of Patrick.
5. Our client stated that his son should not and would not get a ticket for anything relating to Ms. Ruzicka's allegation.
6. Officer Riggs has threatened to arrest Mr. Baumann in the past. Mrs. Baumann has been able to diffuse the situation each time. Officer Riggs has stated to Mr. Baumann that one day, his wife would not be there and Officer Riggs would arrest him.
7. Officer Riggs and Boeve approached Patrick. Patrick asked why they were there and what he had done. Officer Riggs immediately raised his voice, and informed Patrick that he could either speak with him or be arrested.
8. Patrick again asked what he had allegedly done, but Officer Riggs again reiterated his warning that if he did not cooperate, he would be arrested.
9. Patrick stated then that he intended to cooperate, but he wanted to know what he had allegedly done wrong.
10. At that point, Officer Riggs claimed that Patrick began resisting arrest, mainly by walking away. In his police report, Officer Riggs claimed that he had to place Patrick in a "hug yourself" type of hold. However, the Baumann's security cameras and the police body camera footage tell a different story. This footage shows Patrick sitting and not moving from the trailer, then being pulled from the trailer and slammed to the ground by Officer Riggs.
11. Officer Riggs' actions startled and shocked both Mr. Baumann and his family.
12. Daniel Junior, one of Mr. and Mrs. Baumann's other children, became so distressed that he began to pound on chairs, outdoor furniture and porch rails.
13. Officers Blevins and Boeve pointed their tasers at Mr. Baumann and asked him to back up from Officer Riggs. Officer Riggs said that if Daniel did not calm down, he would be arrested. Officer Boeve said in his police report that Mr. Baumann did not walk forward anymore after this and also stepped to the side. He noted in his report that Mr. Baumann

NOTICE OF INJURY AND STATEMENT OF CLAIM

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was mostly calmed at this time, though Mr. Baumann did continue to speak with the officers present.

14. Mr. Baumann was arrested shortly afterward, as was Patrick.
15. Patrick was released upon sharing his side of the events from earlier in the evening and was cited for disorderly conduct (general) and disorderly conduct (resisting/obstructing arrest).
16. Mr. Baumann was placed in handcuffs by Officers Lawrence and Riggs , and was driven to Jefferson County Jail, where he was held until Wednesday June 1, 2022.
17. Mr. Baumann is diabetic, has high blood pressure and high cholesterol. He requires medication to control these conditions.
18. Mrs. Baumann informed Officer Riggs of Mr. Baumann's need for medication upon learning he had been arrested. He directed her to contact the Jefferson County Jail. Mrs. Baumann contacted the jail and informed them of his need of medication.
19. A nurse at the jail indicated to Mrs. Baumann that the jail staff could pick up medications for Mr. Baumann. Another officer informed Mrs. Baumann that she could bring Daniel's medication to the jail by midnight on May 29, 2022, in the original prescription bottles with his name, the dosage, and prescribing doctor included.
20. Mrs. Baumann drove to the jail and provided Mr. Baumann's medication with all proper documentation at 11:48 p.m. on May 29, 2022. She was told by jail staff she was not authorized to drop off these medications, contrary to what she had been told previously.
21. The jail staff refused to accept the medication, and in doing so, denied Mr. Baumann access to medication and appropriate medical care, in violation of Wisconsin Statute § 302.28, and the Eighth Amendment to the United States Constitution, which may entitle him to relief pursuant to 42 U.S.C § 1983.
22. Mr. Baumann felt that he would not survive and was afraid he was going to die in prison due to the lack of medication.
23. He was released on Wednesday, June 1, 2022.
24. As a result of being denied medication from May 29 through June 1, Mr. Baumann now requires insulin injections to maintain his blood sugar levels, which was not the case prior to the arrest.
25. Officer Riggs' actions were intended to cause a confinement of Mr. Baumann.

NOTICE OF INJURY AND STATEMENT OF CLAIM

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26. The actions of Officers Blevins and Boeve in pointing their tasers at Mr. Baumann were likewise intended to cause a confinement of Mr. Baumann.
27. The officers had no credible reason to arrest Mr. Baumann.
28. Each of the officers had malice against Mr. Baumann.
29. Mr. Baumann did not consent to be confined.
30. The officers' conduct in arresting Mr. Baumann was intended to cause emotional distress to Mr. Baumann.
31. In particular, Officer Riggs' conduct was specifically done to cause Mr. Baumann emotional distress due to his dislike of Mr. Baumann.
32. Mr. Baumann suffered severe emotional distress and is frequently unable to do things he used to do because of the officer's actions. He no longer engages in recreational activities due to the actions of the officers and rarely goes outside when he would frequently do so prior. He can also no longer go hunting due to his charges. He also struggles to sleep out of fear of being arrested.
33. These sets of facts also provide support for potential claims of false imprisonment and unlawful detention in violation of the Fourth Amendment to the United States Constitution, which may entitle him to relief pursuant to 42 U.S.C. § 1983.
34. Further, Officers Lawrence, Blevins and Boeve failed to intervene to prevent Mr. Baumann's arrest, despite being fully aware of the non-necessity of Officer Riggs' arrest of Mr. Baumann, which may give rise to an additional claim under the Fourth Amendment to the United States Constitution, may entitled.
35. He also suffered similar emotional distress due to the actions of the jail staff.
36. The actions of the jail staff in denying Mr. Baumann's medication were extreme and outrageous, and intended to cause him emotional distress.
37. Mr. Baumann suffered physical harm due to the actions of the jail staff and the worsening of on his diabetes. He now requires insulin and the required supplies to administer it, which is a substantial additional expense. Additionally, the insulin is administered by injection which causes Mr. Baumann to suffer additional physical pain and discomfort.

STATEMENT OF CLAIM OF DANIEL BAUMANN

In connection with our client Daniel Baumann's notice of claim, please find below our itemized list of damages as to the Wisconsin state law claims only which are limited by statute to \$50,000, and not federal civil rights claims, which are exempt from notice procedures pursuant to *Felder*

NOTICE OF INJURY AND STATEMENT OF CLAIM

Page 5 of 6

v. Casey, 487 U.S. 131, 138 (1988). The federal claims are estimated to be worth substantially more than the state law claims.

1. Intentional Infliction of Emotional Distress: \$10,000 (Against the officers of the Fort Atkinson Police Department, the City of Fort Atkinson, Jefferson County, and the Jefferson County Jail)
2. Failure to provide medical care: \$30,000 (Against the Jefferson County Jail, and Jefferson County inclusive of past and future treatment costs relating to this failure)
3. False arrest: \$1,000 (Against the officers of the Fort Atkinson Police Department, the City of Fort Atkinson and Jefferson County)

WHEREFORE, Daniel Baumann demands satisfaction in at least the amount indicated above against Jefferson County, the Fort Atkinson Police Department and the Jefferson County Jail, based upon the damages sustained by Mr. Baumann as a result of the afore-described incident of May 28, 2022 to June 1, 2022.

This is a Notice of Injury and Statement of Claim filed and served pursuant to Wisconsin Statute § 893.80(1d).

Dated this 20th day of September, 2022.

GARDINER KOCH WEISBERG & WRONA
Attorneys for Claimant, Daniel Baumann

By: 

Thomas G. Gardiner
State Bar No. (1012165)

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NOTICE OF INJURY AND STATEMENT OF CLAIM

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September 22, 2022

**NOTICE OF INJURY AND STATEMENT OF CLAIM
PURSUANT TO WIS. STAT. § 893.80(1d)**

TO: Jefferson County
c/o Bobbie Holsclaw, Jefferson County Clerk
311 S Center Avenue, Jefferson, WI 53549

Fort Atkinson Police Department
c/o Michelle Ebbert, Fort Atkinson City Clerk
101 N. Main Street, Fort Atkinson, WI 53538
Incl. Officers Stephen Riggs, Adam Lawrence, Lauren Blevins and Benjamin Boeve

Claimant
Patrick Baumann
305 Roosevelt Street
Fort Atkinson, WI 53538

Pursuant to Wis. Stat. § 893.80(1d),

PLEASE TAKE NOTICE:

Our law office represents Patrick Baumann, who was issued two municipal citations on May 28, 2022. He was cited for disorderly conduct in connection with a police investigation of a road rage incident, and for disorderly conduct in connection with an allegation of resisting arrest. However, the officers had no reason to cite or arrest him. Officer Riggs engaged in excessive use of force by slamming Patrick to the ground and handcuffing him when he simply asked the officers why he was being questioned.

1. Patrick Baumann is an individual who resides at 305 Roosevelt Street, Fort Atkinson, Wisconsin 53538.
2. On May 28, 2022, Officers Riggs, Blevins, and Boeve arrived at our client's home to investigate an allegation against Patrick Baumann of road rage and damage to a car brought by Brittany Ruzicka.
3. Officers Riggs and Boeve took the lead in responding to the claim brought by Ruzicka, and aggressively approached our client's home at 305 Roosevelt Street, Fort Atkinson, Wisconsin 53538. Officer Blevins served as backup. Officer Lawrence arrived on scene shortly thereafter.

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1755 Park Street, Suite 114 - Naperville, Illinois 60563 - Tel 630.579.0635 Fax 630.579.0638
500 Commercial Court, Suite 300 - Lake Geneva, Wisconsin 53147 - Tel 262.812.0864 Fax 312.362.0440

NOTICE OF INJURY AND STATEMENT OF CLAIM

Page 2 of 4

4. Patrick Baumann was outside and seated on a trailer. His father, Daniel Baumann was seated to his left.
5. Daniel Baumann stated that our client should not and would not get a ticket for anything relating to Ms. Ruzicka's allegation.
6. Officer Riggs and Boeve approached Patrick. Patrick asked why they were there and what he had done. Officer Riggs immediately raised his voice, and informed Patrick that he could either speak with him or be arrested.
7. Patrick again asked what he had allegedly done, but Officer Riggs again reiterated his warning that if he did not cooperate, he would be arrested.
8. Patrick stated then that he intended to cooperate, but he wanted to know what he had allegedly done wrong.
9. At that point, Officer Riggs claimed that Patrick began resisting arrest, mainly by walking away. In his police report, Officer Riggs claimed that he had to place Patrick in a "hug yourself" type of hold. However, the Baumann's security cameras and police body camera footage tell a different story. This footage shows Patrick sitting and not moving from the trailer, then being pulled from the trailer and slammed to the ground by Officer Riggs.
10. Officer Riggs' actions startled and shocked both Patrick Baumann and his family.
11. Shortly after being slammed to the ground, Patrick was escorted to a squad car in handcuffs.
12. Patrick was released upon sharing his side of the events from earlier in the evening and was cited for disorderly conduct (general), and disorderly conduct (resisting/obstructing arrest).
13. Perhaps realizing that his actions were excessive, Officer Riggs stated to Patrick that he appreciated his cooperation upon releasing him.
14. Officer Riggs had no credible reason to place Patrick in handcuffs.
15. Officer Riggs' actions were intended to cause confinement of Patrick. Patrick did not consent to be confined.
16. Officer Riggs had previous negative interactions with the Baumann family. He approached Patrick in a far more aggressive manner than a reasonable officer would,

indicating malice against Patrick.

17. Officer Riggs made an unwarranted and unlawful use of physical force against Patrick.
18. He directed his force against Patrick. Patrick suffered physical injury from Officer Riggs' application of force by getting the wind knocked out of him. He also had pain in his ankle and shoulder after this application of force by Officer Riggs. He still experiences shoulder pain.
19. Patrick has also suffered emotional harm from the force applied to him by Officer Riggs. He is now unable to do things he normally would do. He no longer spends time at the park or outdoors with his children due to the actions of Officer Riggs and fear of being arrested.
20. Officer Riggs' actions were outrageous and extreme, and were designed to cause Patrick emotional distress as retaliation for allegedly acting overly aggressive.
21. These sets of facts also provide support for potential claims of false imprisonment and excessive use of force in violation to the Fourth Amendment to the United States Constitution, which may entitle him to relief pursuant to 42 U.S.C. § 1983.
22. Further, Officers Lawrence, Blevins and Boeve failed to intervene to prevent Officer Riggs' excessive use of force or arrest of Patrick, which may give rise to an additional claim under the Fourth Amendment to the United States Constitution, which may entitle him to relief pursuant to 42 U.S.C. § 1983.

STATEMENT OF CLAIM OF PATRICK BAUMANN

In connection with our client Patrick Baumann's notice of claim, please find below our itemized list of damages as to the Wisconsin state law claims only which are limited by statute to \$50,000, and not federal civil rights claims, which are exempt from notice procedures pursuant to *Felder v. Casey*, 487 U.S. 131, 138 (1988). The federal claims are estimated to be worth substantially more than the state law claims.

1. False arrest: \$25,000
2. Battery: \$20,000
3. Intentional infliction of emotional distress: \$5,000

WHEREFORE, Patrick Baumann demands satisfaction in at least the amount indicated above against the City of Fort Atkinson, Fort Atkinson Police Department and Jefferson County, based upon the damages sustained by him as a result of the afore-described incident of May 28, 2022.

This is a Notice of Injury and Statement of Claim filed and served pursuant to Wisconsin Statute § 893.80(1d).

Dated this 20th day of September, 2022.

GARDINER KOCH WEISBERG & WRONA
Attorneys for ~~Claimant, Patrick Baumann~~

By: 

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State Bar No. (1012165)

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Of Counsel
Gregg J. Gunta

January 17, 2023

Ms. Michelle Ebbert
Clerk/Treasurer
CITY OF FORT ATKINSON
101 North Main Street
Ft. Atkinson, WI 53538

Re: Notice of Claim filed on behalf of: Patrick and Daniel Baumann
Date of Notice: 9/22/22
Our File No.: 23187

Dear Ms. Ebbert:

As you are aware, our firm has been retained by the League of Wisconsin Municipalities Mutual Insurance to represent the City of Fort Atkinson in the matter of the Notice of Claims and Claims filed on behalf of Patrick and Daniel Baumann. Those Claims purport to arise out of the interactions between the Baumanns and City of Fort Atkinson police officers on May 28, 2022. The Baumanns allege that they have incurred injuries and damages that they generally attribute to unlawful conduct on the part of the officers including false arrest, battery, excessive force and intentional infliction of emotional distress.

I have reviewed the circumstances of the Claims, the allegations, the legal defenses, the immunities and the legal theories that, in my opinion, would control the litigation of the Claims. I have also spoken with the Chief of Police to understand the background, facts, circumstances and methodology employed by the City's officers.

After my review and analysis, it is my legal opinion that the City of Fort Atkinson has valid and persuasive defenses against the described Claims, and it is my legal advice that the City of Fort Atkinson Disallow the Claims pursuant to Wis. Stat. §893.80 (1)(g). Such Notices of Disallowance must be served by registered or certified mail, and should be addressed to both the Claimants and their Counsel, if any, at the addresses listed in the Claims. That Disallowance will

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Page 2
Ms. Michelle Ebbert
January 17, 2022

start a six-month limitation on the time within which the Claimants will be required to file a lawsuit on some or all of their claims.

If the City proceeds to Disallow the claims, I would ask that you send me a copy of the Notice of Disallowance when it is issued, so that I can diary the time frame within which a lawsuit must be filed. If you have any questions, concerns, or would like a further explanation of this legal opinion, please feel free to contact me.

Very truly yours,

WIRTH + BAYNARD

/s/electronically signed Joseph M. Wirth
JOSEPH M. WIRTH
jmw@wbattys.com