



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

<https://us02web.zoom.us/j/5997866403?pwd=alcreldSbGpNUVl1VnR1RWF5bXovdz09>

Meeting ID: 599 786 6403

Passcode: 53538

Dial by Location

+1 312 626 6799

If you have special needs or circumstances which may make communication or accessibility difficult at the meeting, please call (920) 397-9901. Accommodations will, to the fullest extent possible, be made available on request by a person with a disability.

AGENDA

1. **Call meeting to order**
2. **Roll call**
3. **Public Hearings – None**
4. **Public Comment:** *The City Council will receive comments from City residents. Comments are generally limited to three minutes per individual. Anyone wishing to speak is required to sign up in advance or state the following items for the record when called upon: name, address, subject matter, and contact information. No action will be taken on any public comments unless the item is also elsewhere on the agenda.*
5. **Consent Agenda:** *The Consent Agenda outlined below is hereby presented for action by the City Council. Items may be removed from the Consent Agenda on the request of any one Council member. Items not removed may be adopted by one action without debate. Removed items may be taken up either immediately after the Consent Agenda or placed later on the agenda at the discretion of the Council President.*

- a. Review and possible action relating to the **minutes of the August 16, 2022 regular Fort Atkinson City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- b. Review and possible action relating to the **minutes of the August 23, 2022 regular Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to the **minutes of the August 24, 2022 Loan Review Committee meeting** (LeMire, City Manager)
- d. Review and possible action relating to the **minutes of the August 29, 2022 Economic Development Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- e. Review and possible action relating to the **minutes of the August 30, 2022 Police and Fire Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- f. Review and possible action relating to **Special Event: St. Joseph Catholic Church Fall Fest**, September 10-11, 2022 at St. Joseph Catholic Church (Ebbert, Clerk/Treasurer/Finance Director)
- g. Review and possible action relating to **Special Event: Rotary Wine Walk**, Friday, October 14, 2022 downtown Main Street (Ebbert, Clerk/Treasurer/Finance Director)
- h. Review and possible action relating to **Special Event: Kiwanis Club Trunk or Treat**, Monday, October 31, 2022 at Jones Park (Ebbert, Clerk/Treasurer/Finance Director)
- i. Review and possible action relating to **Special Event: CLCA Fall Fest 2022**, Saturday, Oct. 22, 2022 from 10 a.m. to 1 p.m. at CLCA campus (Ebbert, Clerk/Treasurer/Finance Director)
- j. Review and possible action relating to **Temporary "Class B" Retailer's Licenses** for the Rotary Club of Fort Atkinson (Ebbert, Clerk/Treasurer/Finance Director)
- k. Review and possible action relating to **Temporary Class "B" Retailer's Licenses** for St. Joseph's Catholic Church – St. Joseph's Fall Festival September 10-11, 2022 (Ebbert, Clerk/Treasurer/Finance Director)

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

7. **Resolutions and Ordinances:**

- a. First reading of an **Ordinance Annexing** the territory located at W6124 Sunset Ave., to the City of Fort Atkinson (Selle, City Engineer/Director of Public Works)

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

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

9. **Unfinished Business – None**

10. **New Business:**

- a. Review and possible action relating to **Special Event: Adult Recess**, Friday, Sept. 23, 2022 at Jones Park (Franseen, Parks and Recreation Director)
- b. Review and possible action relating to **Alcohol Beverage License application** for the licensing period of September 7, 2022 to June 30, 2023 (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to a **Letter of Engagement** from Baker Tilly US, LLP for TID #7 100% Audit (LeMire, City Manager)
- d. Review and possible action relating to a **Letter of Engagement** from Baker Tilly US, LLP for annual audit services for 2022-2024 (LeMire, City Manager)
- e. Review and possible action relating to a proposal from **Artisan Graham to list the City-owned parcels in the Klement Business Park** (LeMire, City Manager)
- f. Review and possible action relating to a **Tentative Agreement** between the Fort Atkinson Professional Police Association Local #40 and the City of Fort Atkinson (LeMire, City Manager)
- g. Review and possible action related to Wastewater Treatment Plant – Phase 2 improvements project **change order 5 – Aeration Equipment Substitution** (Christensen, Wastewater Utility Superintendent)
- h. Review and possible action related to Wastewater Treatment Plant – Phase 2 improvements project **change order 6 – Influent Wastewater Valve Body Replacement** (Christensen, Wastewater Utility Superintendent)
- i. Review and possible action related to Wastewater Treatment Plant – Phase 2 improvements project **change order 7 – Primary Clarifier Floor Replacement Credit** (Christensen, Wastewater Utility Superintendent)

11. **Miscellaneous** – None

12. **Claims, Appropriations and Contract Payments:**

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

13. **Adjournment**

Date Posted: September 2, 2022

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

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



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

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, AUGUST 16, 2022 – 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 Attorney, City Engineer and City Clerk/Treasurer.

3. PUBLIC HEARINGS – NONE

4. PUBLIC COMMENT- NONE

5. CONSENT AGENDA:

- a. *Review and possible action relating to the minutes of the August 2, 2022 regular City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- b. *Review and possible action relating to the minutes of the August 1, 2022 Finance Committee meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- c. *Review and possible action relating to the minutes of the August 2, 2022 Finance Committee meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- d. *Review and possible action relating to the minutes of the August 10, 2022 Finance Committee meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- e. *Review and possible action relating to building, plumbing, and electrical permit report for July 2022 (Draeger, Building Inspector/Zoning Administrator)*
- f. *Review and possible action relating to the City Clerk-issued License and Permit Report for July 2022 (Ebbert, Clerk/Treasurer/Finance Director)*
- g. *City Sewer, Water, and Stormwater Utility Financial Statements as of July 31, 2022 (Ebbert, Clerk/Treasurer/Finance Director)*
- h. *Review and possible action relating to the Police Chief's recommendations for Trick or Treat hours (10/30/22 1:00–4:00 p.m.) and Trunk or Treat hours (10/31/21 6:00–8:00 p.m. at Jones Park) (Bump)*
- i. *Review and possible action relating to Special Event: Unity Project Pride Rally, Saturday October 8, 2022 at Main Street Bridge sidewalk (Ebbert, Clerk/Treasurer/Finance Director)*

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

6. PETITIONS, REQUESTS, AND COMMUNICATIONS

a. Review and possible action relating to an Annexation Agreement by and among the City of Fort Atkinson, Wisconsin and Tip of the Spear, LLC (LeMire)

Manager LeMire discussed the Staff review of the special assessments on the parent parcel from which two parcels were split in the early 2000s. The deferred special assessment was for the water, sewer, sidewalk and road improvements to Campus Drive completed in 1999 and totaled \$39,713.05 for parcel number 016-0614-3323-004. Staff has been working with the property owner to negotiate an Annexation Agreement to determine how the special assessment would be addressed. The property owner has agreed to pay for half of the special assessment or \$19,856.53 over ten years upon annexation. The remaining assessment will be associated with parcel 016-6014-3323-004 and be collected or negotiated upon annexation.

Cm. Hartwick moved, seconded by Cm. Schultz to authorize the City Manager to sign the Annexation Agreement by and among the City of Fort Atkinson, Wisconsin and Tip of the Spear, LLC. Motion carried.

7. RESOLUTIONS AND ORDINANCES:

a. Third and final reading of an Ordinance Annexing the territory located at W6490 Campus Drive and W6492 Campus Drive to the City of Fort Atkinson (Selle, City Engineer/Director of Public Works)

Manager Lemire reviewed the third and final reading of the ordinance. Applicant Ryan Quam, on behalf of property owner Tip of the Spear, LLC, has requested the annexation of two properties located on the north side of Campus Drive from the Town of Koshkonong to the City of Fort Atkinson. The parcels (016-0614-3323-014 and 016-0614-3323-015) were purchased by Tip of the Spear in May 2021 with the goal of urban development within the City. The applicant has requested that the property be zoned RS-2, Single-family Residential – 2. In the short term, this district allows the continued use of the single-family dwelling on each parcel. However, in the future, depending on the planned uses, the zoning may be changed to a denser residential or mixed use zoning district.

Cm. Becker moved, seconded by Cm. Schultz to approve the Ordinance Annexing the territory located at W6490 Campus Drive and W6492 Campus Drive to the City of Fort Atkinson. Motion carried.

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 the State Municipal Agreement for the Transportation Alternatives Program Projects (Selle, City Engineer/Director of Public Works)

Engineer Selle presented the agreements for two Planning Grants through the Transportation Alternative Program (TAP). The projects are focused on the Main Street corridor through downtown and the Janesville Ave corridor from Robert St to the south edge of the City. Both planning projects are for the Federal FY 2022 funding cycle and have a tight timeline for the award.

The City's Comprehensive Plan identified the Main Street corridor as a priority area to create a safer, consistent, and more pleasing streetscape. The plan stated elements should include; improved pedestrian access such as lighted crosswalks, curb bump outs for shorter crossings, strategic vegetation placement, lighting improvements, traffic light coordination, public bike rack placement and stormwater treatment infrastructure.

The Janesville Avenue study area is 2.8 miles long and consists of 4 travel lanes. The corridor includes parks, greenway, industrial development, residential development and commercial development. Pedestrian accommodations are present intermittently along the corridor. The 4 lane undivided road creates significant safety issues for pedestrians to cross. One location in particular is between Jones Park and Jones Market. Safety at this location is of concern to City staff

The Main Street project is estimated at \$35,000 with 80% federal funding (\$28,000) and 20% City funding (\$7,000). The Janesville Avenue project is estimated at \$40,000 with 80% federal funding (\$32,000) and 20% City funding (\$8,000). The City budgeted in the 2022 CIP a total of \$45,000 for these two planning studies.

Cm. Hartwick moved, seconded by Cm. Johnson to authorize the City Manager to sign the State Municipal Agreement for the Transportation Alternatives Program Projects. Motion carried.

11. MISCELLANEOUS – NONE

12. CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS:

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

Cm. Becker moved, seconded by Cm. Johnson to approve the Verified Claims presented by the Director of Finance and authorize payment.

13. ADJOURNMENT

Cm. Hartwick moved, seconded by Cm. Becker to adjourn. Meeting adjourned at 7:24 pm.

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



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

**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, AUGUST 23, 2022 – 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: Highfield, Lescohier, Schultz, Manager LeMire and Engineer Selle. Also present: Clerk/Treasurer. Kessenich arrived at 4:05 pm.

**3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE JULY 26, 2022
REGULAR PLAN COMMISSION MEETING**

Lescohier moved, seconded by Highfield to approve the minutes from the June 26th Plan Commission meeting as submitted. Motion carried.

**4. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO AN
APPLICATION FOR ANNEXATION OF A PROPERTY ALONG SUNSET AVENUE TO THE CITY OF
FORT ATKINSON (PFA-2022-03) (SELLE)**

Engineer Selle reviewed the submission to annex property from the property owner. The application has been submitted to the DOA for their review and is scheduled to appear on future City Council meetings for final approval of the Annexation Ordinance. Zoning will be SR-2, single family which is consistent with the use.

Schultz moved, seconded by Highfield to recommend that the City Council perform three readings and then adopt an ordinance annexing the territory along Sunset Avenue to the City of Fort Atkinson. Motion carried.

**5. REVIEW AND POSSIBLE ACTION RELATING TO A SITE PLAN REVIEW FOR BUILDERS FIRST
SOURCE (SPR-2022-06) (SELLE)**

Engineer Selle discussed the site plan review from Builders First Source who owns a 5-acre site that includes 7 existing buildings that total approximately 40,000 square feet. The property is located along Janesville Avenue on the City's southwest side adjacent to Spacesaver and across from CubeSmart Self Storage (former Shopko). The applicant is seeking approval for a 1,400 square foot loading dock addition on the far western building, a new 5,760 square foot building (proposed in the far southwestern corner of the property), and new paved surface area on the southern side of the property. Other components of the Site Plan include two new stormwater retention basins, landscaping, and exterior lighting.

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

- Waive the requirement for at least one bicycle and pedestrian access point and minimum bicycle parking stalls. There is no existing sidewalk along this side of Janesville Avenue to connect to.
- Require the applicant to provide an exterior lighting plan that meets the requirements of the Zoning Ordinance, subject to approval by City staff.
- Waive the requirements for curbing around all new proposed buildings to accommodate the stormwater management plans.
- Require the applicant to provide a landscaping plan that shows where the proposed 423 landscaping points will be located, subject to approval by City staff. Recommended placement of the proposed plantings include climax trees between the parking area and Janesville Avenue, a landscaped bed of appropriately mixed plantings adjacent to the parking lot along the full length of the parking lot, and plantings surrounding the base of the existing sign.
- Require the applicant to provide drawings and drainage plan for the proposed loading dock
- Require the applicant to provide additional information related to the storm basins proposed.
- Require the applicant to provide an updated erosion control drawing noting the location of silt fence to be installed prior to commencement of work on the site.
- Require the applicant to provide signage plans (if desired) that meets the requirements of the Zoning Ordinance, subject to approval by City staff.
- Any other recommendations of the Plan Commission.

Christopher Acker, General Manager, Builders First Source confirmed the two buildings that would be raised. They are the older and more dilapidated of the existing.

Lescohier moved, seconded by Schultz to approve the Site Plan for Builders First Source with the conditions noted by staff in the memo.

6. **ADJOURNMENT**

Highfield moved to adjourn, motion seconded by Kessenich and adjourned at 4:12 pm.

Respectfully submitted

Michelle Ebbert

City Clerk/Treasurer/Finance Director



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

**LOAN REVIEW COMMITTEE MEETING
MINUTES
IN PERSON AND VIA ZOOM WEDNESDAY,
AUGUST 24, 2022 – 3:00 PM**

CALL MEETING TO ORDER

Manager LeMire called the meeting to order at 3 p.m.

ROLL CALL

Present: Mark McGlynn (via Zoom), Jim Bowers, Robert Cassiday (via Zoom). Also present: Manager LeMire, Deborah Reinbold, Pat Thomey, Jill Brunk.

REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE LOAN REVIEW COMMITTEE MEETING ON JUNE 29, 2022.

Bowers moved, seconded by McGlynn to approve the minutes subject to the addition of Deb Reinbold and Pat Thomey to the list of persons present at the meeting. The motion carried.

THE LOAN REVIEW COMMITTEE ADJOURNED INTO CLOSED SESSION PER WIS. STAT. §19.85(1)(F) TO CONSIDER FINANCIAL AND PERSONAL INFORMATION OF AN APPLICANT FOR THE CITY OF FORT ATKINSON'S CAPITAL CATALYST REVOLVING LOAN FUND (CCRFL)

Bowers moved, seconded by McGlynn to move into closed session at 3:04 p.m. The motion carried.

THE LOAN COMMITTEE RETURNED TO OPEN SESSION AND MADE A RECOMMENDATION TO THE ECONOMIC DEVELOPMENT COMMISSION RELATING TO AN APPLICATION FROM BRUNK'S BAKERY LLC FOR THE CCRLF

Bowers moved, seconded by Cassiday to return to open session at 3:52 p.m. The motion carried.

LeMire outlined the possible recommendation from the Committee that the EDC to approve a loan from the CCRLF for \$15,000 with a 2% fixed interest rate over 10 years with personal guaranties from anyone with over 20% ownership in Brunk's Bakery LLC; and that the City be added to the property insurance policy as additionally insured.

Bowers made a motion to recommend that the EDC approve the loan subject to the terms described by LeMire. Cassiday seconded, and the motion carried.

ADJOURNMENT

Bowers moved, seconded by Cassiday to adjourn the meeting at 3:53 p.m.

Respectfully submitted, Rebecca Houseman LeMire, City Manager



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

**ECONOMIC DEVELOPMENT COMMISSION MEETING
MONDAY, AUGUST 29, 2022 – 3:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

Chair Nelson called the meeting to order at 3:00 pm.

2. ROLL CALL

Present: McGlynn, Ralston, Bare, Nelson, Camplin and Council Rep Becker. Also present: Ex-Officio City Manager LeMire, Clerk/Treasurer Ebbert, JCEDC representative Deborah Reinbold,

**3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE JUNE 30, 2022
ECONOMIC DEVELOPMENT COMMISSION MEETING**

Cm. Becker moved, seconded by Bare with correction of Cm. Becker being present at the June 30, 2022 meeting. Minutes approved with correction.

**4. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO A
PROPOSAL FROM ARTISAN GRAHAM TO LIST THE CITY-OWNED PARCELS IN THE
KLEMENT BUSINESS PARK**

Manager LeMire reviewed the proposal from Brandon Housley and Jeff Hoeye, representing Artisan Graham Real Estate, in early August to represent the City in the marketing, listing, and sale of the City-owned parcels in the Klement Business Park. The current listing agent is for the Klement Business Park is Madison Commercial Real Estate, LLC. This firm has represented the City since 2019. The current agreement expired on August 11, 2021. Prior to this agreement, the listing agent for the business park was CBRE, Inc. from 2016 to 2019.

The Artisan Graham proposal is attached for review and consideration by the Economic Development Commission. The firm is proposing a slight decrease in the cost per acre of the lots with Janesville Avenue frontage from \$40,000/acre to \$30,000/acre. Other parcels will remain at \$20,000/acre. The firm is proposing a discounted commission of 5%, which is paid from the proceeds of the sale at closing. The 5% commission represents a decrease of 1% from the current (but expired) listing contract with Madison Commercial Real Estate.

Ralston moved, seconded by Camplin to approve the proposal from Artisan Graham and recommend that the City Council authorize the City Manager to sign a two-year agreement with Artisan Graham Real Estate to list the City-owned parcels in the Klement Business Park. Motion carried.

**5. THE ECONOMIC DEVELOPMENT COMMISSION MAY ADJOURN INTO CLOSED SESSION
PER WIS. STAT. §19.85(1)(F) TO CONSIDER FINANCIAL AND PERSONAL INFORMATION**

**OF AN APPLICANT FOR THE CITY OF FORT ATKINSON'S CAPITAL CATALYST REVOLVING
LOAN FUND (CCRLF) FROM BRUNK'S BAKERY LLC**

Bare moved, seconded by Ralston to move into closed session per Wis Stat 19.85(1)(F) to consider financial and personal information of an applicant for the City of Fort Atkinson's Capital Catalyst Revolving Loan Fund (CCRLF) from Brunk's Bakery, LLC. Motion carried unanimously.

**6. THE ECONOMIC DEVELOPMENT COMMISSION MAY RETURN TO OPEN SESSION AND
MAY TAKE ACTION RELATING TO AN APPLICATION FROM BRUNK'S BAKERY LLC FOR A
CAPITAL CATALYST REVOLVING LOAN**

Camplin moved, seconded by McGlynn to return to open session. Motion carried unanimously.

Camplin moved, seconded by McGlynn to approve the requested loan from the CCRLF for \$15,000 at a 2% fixed interest rate for a 10-year term. The LRC further recommended that the EDC require personal guaranties to secure the loan from anyone with 20% or more ownership of the company and that the City of Fort Atkinson be added to the property insurance policy as an additionally insured. Motion carried unanimously.

7. ADJOURNMENT

Becker moved, seconded by Bare to adjourn. Meeting adjourned at 3:48 pm.

Respectfully submitted
Michelle Ebbert
Clerk/Treasurer/Finance Director



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

**POLICE AND FIRE COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY AUGUST 30, 2022 – 3:30 PM**

1. CALL MEETING TO ORDER

Chairperson Frame called the meeting to order at 1:00 p.m. on the second floor of City Hall and via Zoom teleconference application.

2. ROLL CALL

Commission members present: Frame, Jones, Raub, Schultz, and Turk. Also present: City Manager LeMire, Fire Chief Rausch and Clerk/Treasurer Ebbert.

3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE APRIL 20, 2022 POLICE AND FIRE COMMISSION MEETING.

Commissioner Schultz moved, seconded by Turk to approve minutes as presented. Motion carried 5-0.

4. REVIEW AND POSSIBLE ACTION IN RELATION TO HIRING OF TOP CANDIDATES FROM THE INTERNAL HIRING PROCESS FOR THE FIRE DEPARTMENT (RAUSCH).

Chief Rausch reviewed the internal hiring process.

Schultz moved, seconded by Jones to approve the appointment on a 12-month probationary status effective December 26, 2022 for the following individuals:

- Joshua P Brant – Paramedic/Firefighter
- Joseph A Mildenstein – Paramedic/Firefighter
- Robert A (Robbie) Allard – Advanced EMT/Firefighter
- James H Chase – Advanced EMT/Firefighter
- Christopher C Barr – Advanced EMT/Firefighter
- Michael R Lawson – Advanced EMT/firefighter
- Michael J Messler – Advanced EMT/Firefighter

Motion carried 5-0.

5. REVIEW AND POSSIBLE ACTION ON PROMOTIONS TO CAPTAIN FOR THE FIRE DEPARTMENT (RAUSCH).

Schultz moved, seconded by Turk to approve the promotions to Captain for the Fire Department's following employees:

- Robert A Allard - Captain / Facilities and Equipment
- James H Chase - Captain / Rescue and Training
- Joshua P Brant - Captain / EMS Division

Motion carried 5-0.

6. REVIEW AND POSSIBLE ACTION ON EXTERNAL HIRING PROCESS FOR THE FIRE DEPARTMENT (RAUSCH).

Chief Rausch reviewed the proposed process and dates are as follows:

- October 1-21, 2022 - Advertising local, city website, social media, technical colleges
- October 21-November 1, 2022 - Initial review and selection of finalists by City Staff and PFC representative. (Schultz to participate)
- November 10, 2022, 1:00 PM - In-person interviews of PFC representative(s), medical director, and fire department chief officers. (Raub to participate)
- November 15, 2022 (tentative) - Police and Fire Commission approval.

Turk moved, seconded by Raub to proceed with the external hiring process as outlined. Motion carried 5-0.

7. ADJOURNMENT

At 3:57 p.m., Commissioner Turk moved to adjourn. Commissioner Jones seconded, and the motion carried 5-0.

Respectfully submitted,
Michelle Ebbert
Clerk/Treasurer/Finance Director



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

MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Special Event: St Joseph Catholic Church, Fall Fest

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: Fall Fest

Date of Event: September 10, 2022 – September, 11, 2022

Hours of Event: Saturday: 5:00 PM - 10:00 PM, Sunday: 10:00 AM – 5:00 PM

Location: St Joseph Catholic Church, 1660 Endl Blvd

Contact Person: Andy Koehler, 920-222-0099

Estimated Number of Attendees: 250

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Special Event: Fall Fest for Saturday September 10, 2022 from 5:00 pm to 10:00 pm and Sunday, September 11, 2022 from 10:00 am to 5:00 pm.

ATTACHMENTS

Special Event Application



CITY OF FORT ATKINSON
Special Event Application

Name of Business/Group Organizing Event: <u>ST. JOSEPH FALL FEST CATHOLIC CHURCH</u>	
Contact Person for Event: <u>ANDY KOCHLER</u>	
Phone Number: <u>920.222-0099</u>	Email: <u>andy.kochler@outlook.com</u>
Is the Business/Group Organizing Event: <input type="checkbox"/> For profit or <input checked="" type="checkbox"/> Non-Profit	
Special Event Details	
Event Name: <u>ST. JOSEPH FALL FEST</u>	
Event Date: <u>9.10.22 & 9.11.22</u>	
Event Location: <u>1460 EROL BLVD</u>	
Estimated Number of Attendees: <u>250</u>	Hours of Event: <u>5:00-10:00 & 10:00-6:00</u>
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 type="checkbox"/> I will be having music Start and end time of music: <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 checked="" type="checkbox"/> I will be selling beer and/or wine* Attach Temporary License and Bartender/Operator Applications. Contact City Clerk (920) 563-7760 <i>*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide. Application Submitted</i> <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: 8.17.22 Date Emailed to Departments: 8/23/22

Department	Comments, Concerns, Action(s) to be taken
<input checked="" type="checkbox"/> Clerk/Treasurer	<u>no concerns</u>
<input type="checkbox"/> EMS - Ryan Brothers Ambulance	<u>no response</u>
<input type="checkbox"/> Engineer and Building Inspection	
<input type="checkbox"/> Electrician	
<input type="checkbox"/> Fire and Rescue Department	
<input checked="" type="checkbox"/> Library and Museum	<u>no concerns</u>
<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:

FALL FEST RUN/WALK 2022

Kayla Brown | Created Aug 22, 2022 | Route is visible to: Friends

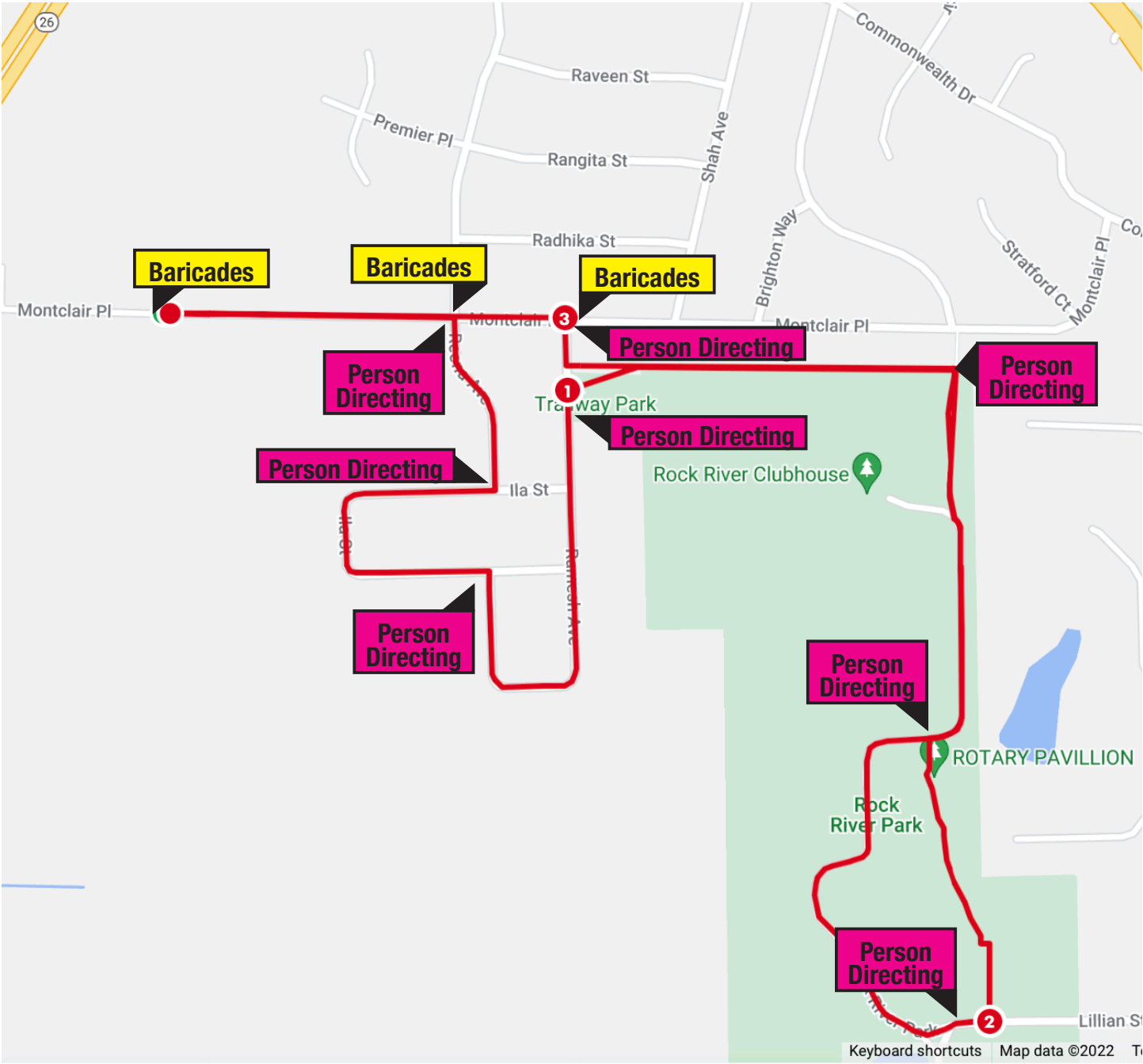
Fort Atkinson, WI, United States

3.10 mi
Distance

70 ft
Elevation Gain

Run
Activity Type

- Log Workout
- Share
- Edit Route
- Duplicate Route
- Add Route to Website
- Print
- Download





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

MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Special Event:
Rotary Club of Fort Atkinson – Wine Walk

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: Rotary Club Wine Walk

Dates and Hours of Event: October 14th, 2022

Locations: Various

Premier Bank, Feather Your Nest, Piper Mae Boutique & Hat Bar, Big Bluestem Market Collective, Mangiami Italiano, Tuttle's Hallmark Shop, Hometown Pharmacy & HippyChick Soap, 10-62 Saloon, Café Carpe, Bridge at River & Main, Brock's River Walk Tavern & Grill, Faces on Main, Fort Tax Service, Inc & Tami Cloute Mary Kay, Sarahndipity Salon LLC & Andy Heine Next Home Reality, Salty Buffalo Trading Company LLC, Five Star Antiques & Vintage & Tailor Made Sewing Studio LLC, Paddy Coughlin's Pub, Mr. Brews Taphouse

Contact Person: Sarah Hausman, sarahhaus.schultz@gmail.com

Estimated Number of Attendees: 350

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Rotary Club Wine Walk on October 14th, 2022 from 4:30 pm - 8:30 pm.

ATTACHMENTS

Special Event Application, Wine Walk brochure



CITY OF FORT ATKINSON
Special Event Application

Name of Business/Group Organizing Event: **Fort Atkinson Rotary / Wine Walk Fort Atkinson**

Contact Person for Event: **Sarah Hausmann**

Phone Number: **815-671-2056**

Email: **sarahhaus.schultz@gmail.com**

Is the Business/Group Organizing Event: ☐ For profit or ☒ Non-Profit

Special Event Details

Event Name: **Wine Walk Fort Atkinson**

Event Date: **10/14/2022**

Event Location: **Downtown Main Street**

Estimated Number of Attendees: **350**

Hours of Event: **4:30pm - 8:30pm**

Check all applicable boxes:

☐ I am renting a City Park

Attach copy of paid park rental from Parks & Recreation (920) 563-7781.

☐ I will be having music

Start and end time of music:

☐ I will be closing a street(s)

Attach site diagram with details. Barricades can be provided by Public Works upon request (920) 563-7771.

☐ 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.*

☐ 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:

Sarah E. Hausmann

Office Use Only

Date Submitted to Clerk:

8/9/22

Date Emailed to Departments:

8/11/22

Department

Comments, Concerns, Action(s) to be taken

☒ Clerk/Treasurer

no concerns

☐ EMS - Ryan Brothers Ambulance

no response

☐ Engineer and Building Inspection

☐ Electrician

☐ Fire and Rescue Department

☒ Library and Museum

no concerns

☐ Parks & Recreation

☐ Police Department

☐ Public Works Department

☐ Wastewater and Water Utility

Date Reported to City Council (if necessary):

Comments, Contingencies, Findings:



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

MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Special Event: Kiwanis Club, Trunk or Treat

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: Trunk or Treat

Date of Event: Monday, October 31, 2022

Hours of Event: Setup 4:00 pm (Event 6:00-8:00 pm) Take Down 10:00 pm

Location: Jones Park, parking lot

Contact Person: Alicia Norris, alicia@basefortatkinson.org

Estimated Number of Attendees: 1000+

The application and event information was routed to all City Departments with the following comments:

Public Works will provide barricades, if necessary, upon request.

Police Department will be present at the event.

FINANCIAL ANALYSIS

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



RECOMMENDATION

Staff recommends that City Council approve the Special Event: Trunk or Treat for Sunday October 31, 2022 from 4:30 pm to 9:00 pm.

ATTACHMENTS

Special Event Application



CITY OF FORT ATKINSON
Special Event Application

Name of Business/Group Organizing Event: KIWANIS CLUB of FORT ATKINSON	
Contact Person for Event: ALICIA NORRIS	
Phone Number: 920-542-6501	Email: alicia@basefortatkinson.org
Is the Business/Group Organizing Event: <input type="checkbox"/> For profit or <input checked="" type="checkbox"/> Non-Profit	
Special Event Details	
Event Name: Trunk or Treat	
Event Date: 10/31/2022	
Event Location: Jones Park	
Estimated Number of Attendees: 1000 +	Hours of Event: 4pm - 10pm total 6-8pm event
Check all applicable boxes:	
<input checked="" type="checkbox"/> I am renting a City Park	Attach copy of paid park rental from Parks & Recreation (920) 563-7781.
<input type="checkbox"/> I will be having music	Start and end time of music:
<input checked="" type="checkbox"/> I will be closing a street parking lot	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.	Electrical, bathtubs?
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: Alicia Norris	

Office Use Only	
Date Submitted to Clerk: 8/9/22	Date Emailed to Departments: 8/11/22
Department	Comments, Concerns, Action(s) to be taken
<input checked="" type="checkbox"/> Clerk/Treasurer	no concerns
<input type="checkbox"/> EMS - Ryan Brothers Ambulance	no response
<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:	



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

MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Special Event:
Crown of Life Christian Academy Fall Fest 2022

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: CLCA Fall Fest 2022

Dates and Hours of Event: Saturday, October 22, 2022 10:00 am – 1:00 pm

Location: CLCA Campus - 535 Berea Drive

Contact Person: Kayla Brown, kayla_kj@hotmail.com

Estimated Number of Attendees: 100-150

Event information was routed to Departments. The Police Department would like to see the route reworked so that less barricades are required and less impact on the roadway occurs. The Park and Recreation Department has concerns about possible Football traffic at Rock River Park. The Fort Youth Tackle Football practices are set to be completed by October 15th, 2022. However, if practices are canceled due to weather, October 22nd, 2022 would be a make-up date. If football is planned, we would recommend the route to be reworked. The event coordinator has been notified, and we are currently working with her to update this route.

FALL FEST RUN/WALK 2022

Kayla Brown Created Aug 22, 2022 Route is visible to: Friends

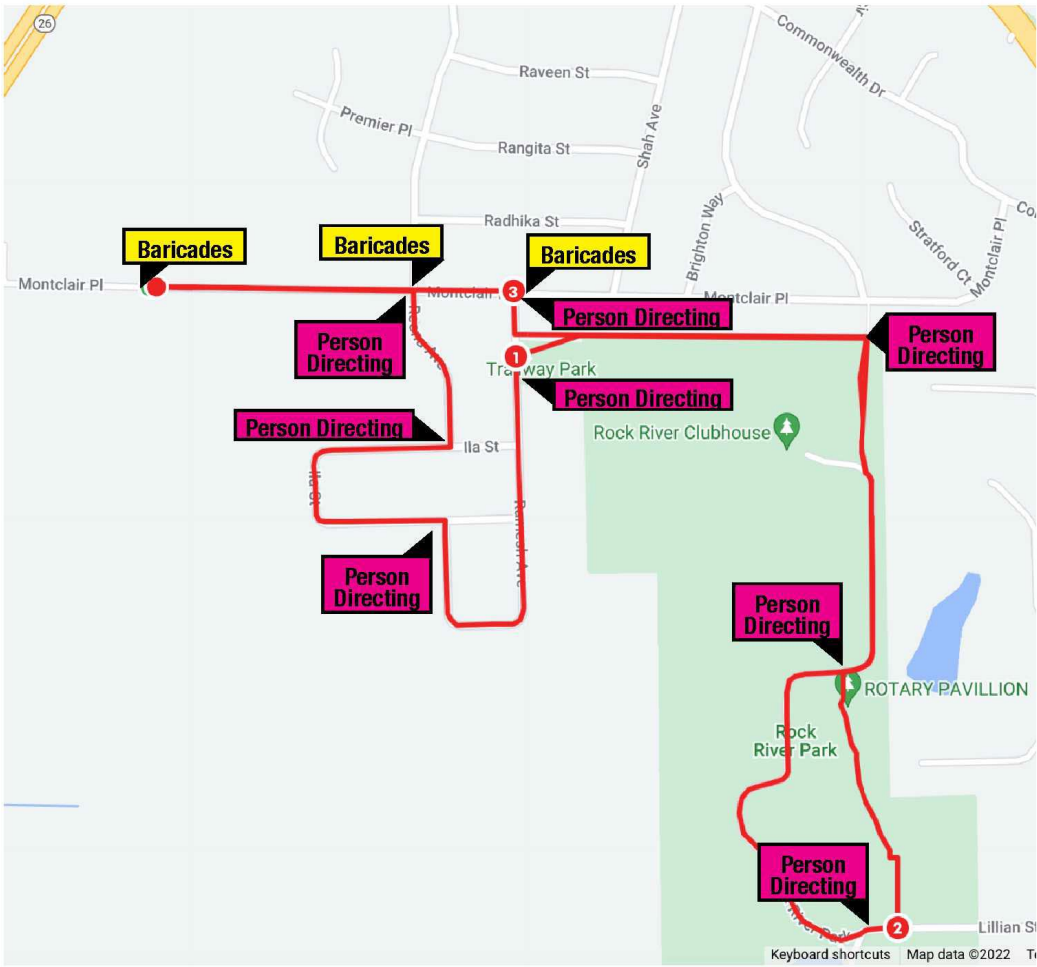
Fort Atkinson, WI, United States

3.10 mi
Distance

70 ft
Elevation Gain

Run
Activity Type

- Log Workout
- Share
- Edit Route
- Duplicate Route
- Add Route to Website
- Print
- Download



FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that City Council approve the Crown of Life Christian Academy Fall Fell for October 22, 2022 at the Crown of Life Christian Academy Campus.

ATTACHMENTS

Special Event Application



CITY OF FORT ATKINSON
Special Event Application

Name of Business/Group Organizing Event: Crown of Life Christian Academy	
Contact Person for Event: Kayla Brown	
Phone Number: 920-723-9178	Email: kayla_kj@hotmail.com
Is the Business/Group Organizing Event: <input type="checkbox"/> For profit or <input checked="" type="checkbox"/> Non-Profit	
Special Event Details	
Event Name: Fall Fest	
Event Date: Saturday, October 22, 2022	
Event Location: 535 Berea Drive, Fort Atkinson - CLCA Campus	
Estimated Number of Attendees: 100-150	Hours of Event: 10am - 1pm
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: 10am - 1pm <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 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: Kayla Brown	8/29/22

** needs barricades*

Office Use Only

Date Submitted to Clerk:

Date Emailed to Departments:

Department	Comments, Concerns, Action(s) to be taken
<input checked="" type="checkbox"/> Clerk/Treasurer	
<input checked="" type="checkbox"/> EMS - Ryan Brothers Ambulance	<i>no response</i>
<input type="checkbox"/> Engineer and Building Inspection	
<input type="checkbox"/> Electrician	
<input type="checkbox"/> Fire and Rescue Department	
<input type="checkbox"/> Library and Museum	<i>no concerns</i>
<input checked="" type="checkbox"/> Parks & Recreation	<i>possible make update for football - currently lacking into</i>
<input checked="" type="checkbox"/> Police Department	<i>would like to see the route changed - currently discussing w/ event coordinator</i>
<input type="checkbox"/> Public Works Department	
<input type="checkbox"/> Wastewater and Water Utility	

Date Reported to City Council (if necessary):

Comments, Contingencies, Findings:



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

MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Temporary "Class B" Retailer's Licenses for the Rotary Club of Fort Atkinson

BACKGROUND

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

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

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

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

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

DISCUSSION

Organization: Bona Fide Club

Name: Rotary Club of Fort Atkinson

Street Location: Various locations within the downtown

Manager of affair: Margaret Bare

Premises: See listing

Name of Event: Fort Atkinson Wine Walk

Date of Event: Friday October 14, 2022

The Named Organization Applied for the Following License(s): “Class B” Wine License

A ‘wine walk’ or ‘beer walk’ is a single-day event at which customers are served a glass of beer or wine at multiple locations that do not qualify for regular alcohol licenses (jewelry store, art gallery, clothing boutiques, salons, furniture stores).

A municipality may issue up to 20 Temporary “Class B” (wine only) licenses to a qualified organization (bona fide club, church, lodge/society, Chamber of Commerce, Veteran’s Organization) for a **wine walk** for a specific date and time with the following requirements:

- The licenses must be issued to a single qualified organization that is the sponsor of the wine walk.
- The licenses must be issued for the same date and time.
- An admission fee must be charged for participation and no additional fee can be charged for the wine.
- A municipality may authorize the licensee to permit unaccompanied underage persons on the license’s premise only if the underage person is acting as a designated driver and has been provided a means of identification, such as a wristband by the licensee.
- No person may serve wine after 9:00 pm on premises for which Temporary “Class B” (wine only) licenses are issued for a wine walk.
- A qualified organization may receive Temporary “Class B” (wine only) licenses for up to two events during a 12-month period.
- A licensed premises, such as a restaurant or tavern, may participate in the wine walk but the sponsoring organization cannot be issued a temporary license for a premises that already holds a license.

Licensees must purchase all wine from liquor or beer wholesalers or small winery cooperative wholesalers authorized to sell wine to retail licenses

Each premises on the wine walk must have licensed operators/bartenders to serve the alcoholic products.

A DRAFT of the Temporary License is provided for reference. As the event can include up to 20 locations, several locations that are participating are licensed establishments and therefore do not count toward the 20 allowable addresses. Each location would be provided an original, signed Temporary License with their location highlighted.

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve of the Temporary Class B Retailer's License to sell beer and wine at the Rotary Club of Fort Atkinson events scheduled for June 30, 2022 and August 4, 2022 at 1222 Janesville Avenue, Blodgett Garden Center outdoor enclosed area contingent upon having licensed operators and purchasing products from a Wisconsin beverage distributor.

ATTACHMENTS

Application for Temporary "Class B" Retailer's Licenses, DRAFT Temporary Retailer's License.



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

MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Temporary Class "B" Retailer's Licenses for St. Joseph's Catholic Church – St. Joseph's Fall Festival September 10-11, 2022

BACKGROUND

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

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

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

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

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

The attached applications from The Fort Atkinson Club were completed and submitted in a timely manner as required by Department of Revenue form AT-315 and City of Fort Atkinson Code of Ordinance Section 6-61(b).

DISCUSSION

Organization: Church

Name: St. Joseph's Catholic Church

Street Location: 1650/1660 Endl Blvd

Manager of affair: Tim Voss

Premises: Parish Hall, parking lot of 1650/1660 Endl Blvd

Name of Event: St. Joseph's Fall Festival

Date of Event: September 10-11, 2022

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

FINANCIAL ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve of the Temporary Class "B" Retailer's License to sell products at St. Joseph's Catholic Church – St. Joe's Fall Festival on September 10-11, 2022 contingent upon having licensed operators and purchasing products from a Wisconsin beverage distributor.

ATTACHMENTS

Applications for Temporary Class "B" Retailer's Licenses



MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

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

RE: First reading of an Ordinance Annexing the territory located at W6124 Sunset Avenue to the City of Fort Atkinson

BACKGROUND

Applicant and owner Richard Weiss has requested the annexation of the property located at W6124 Sunset Ave. from the Town of Koshkonong to the City of Fort Atkinson. Public utilities are in place on Sunset Ave. Mr. Weiss will hook up to City sewer and water and abandon the existing well.

DISCUSSION

Per the City's Comprehensive Plan, this parcel is part of the South Neighborhood Planning Area, and the future land use is designated as Single-family Residential - Urban. The Proposed use is in concert with the City Comprehensive Plan. The parcel will continue as a single-family residence. The applicant has requested SR-2, Single-family Residential, zoning within the City.

This request has been submitted to the State Department of Administration. The Plan Commission reviewed this request at the meeting on August 23rd and recommended the Council perform three readings and adopt the Ordinance as presented.

FINANCIAL ANALYSIS

The parcel has a deferred special assessment for the water, sewer, and road infrastructure on Sunset Avenue in the amount of \$12,947.28, which Mr. Weiss will pay over time.

RECOMMENDATION

Staff recommends that the City Council perform the first reading of this Ordinance and direct the City Manager to prepare it for a second reading at the meeting on September 20, 2022.

ATTACHMENTS

Plan Commission Staff Report with Attachments; Annexation Ordinance



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

REQUEST FOR REPORT TO THE PLAN COMMISSION

DATE: August 23, 2022

FILE NUMBER: PFA-2022-03

PROPERTY ADDRESSES: W6124 Sunset Ave.

EXISTING ZONING: N/A

PARCEL NUMBERS: 016-0514-0941-007

EXISTING LAND USE: Rural Residential

OWNER: Richard Weiss

REQUESTED USES: SR-2 Single Family Residential

APPLICANT: Richard Weiss

REQUEST OVERVIEW:

Applicant and owner Richard Weiss has requested the annexation of the property located at W6124 Sunset Ave. from the Town of Koshkonong to the City of Fort Atkinson. Public utilities are in place on Sunset Ave. Mr. Weiss will hook up to City sewer and water and abandon the existing well. A deferred assessment is included on the property in the amount of \$12,947.28 which Mr. Weiss has agreed to pay.

PUBLIC NOTICE:

Annexation by Unanimous Consent does not require a public notice.

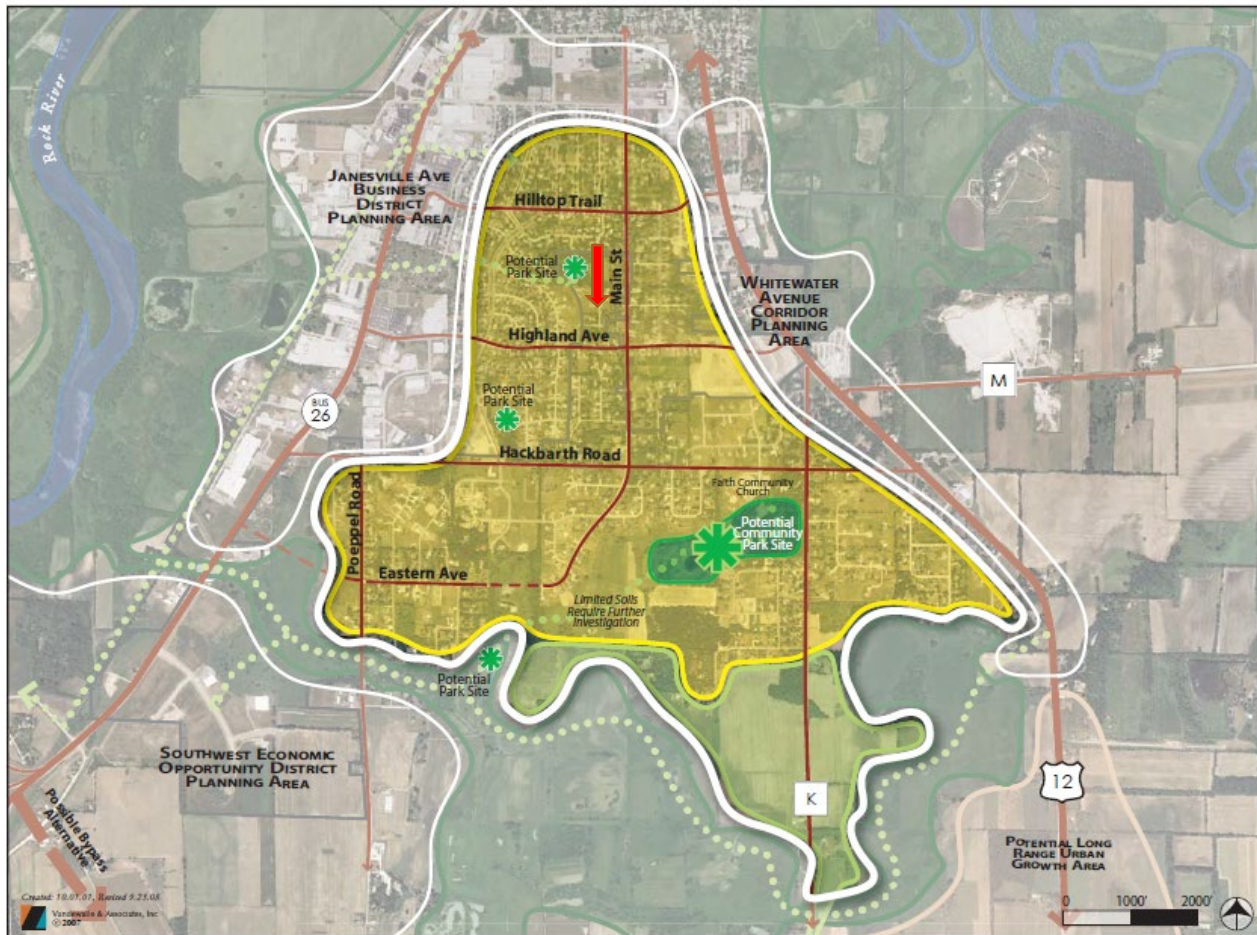
COMPREHENSIVE LAND USE PLAN (2019):

Future land use for this site is listed as Neighborhood. Per the City Comprehensive Plan, this parcel is part of the South Neighborhood Planning Area. The Proposed use is in concert with the City Comprehensive Plan. The parcel will continue as residential.

REVIEW BY ZONING ADMINISTRATOR AND CITY STAFF:

The parcel has a residential use now and so will be zoned SR-2 – Single Family. Staff have no other concerns.

SOUTH NEIGHBORHOOD PLANNING AREA



RECOMMENDATION:

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

The City Council is expected to review this request at the regular meetings on 9/6, 9/20, and 10/4.

ATTACHMENTS:

Annexation Application

Request for Annexation Review

Wisconsin Department of Administration

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

Petitioner Information

Name: Richard W. Weiss

Phone: 920-397-6033

Email: None (Send to: staudenhomes@gmail.com)

Contact Information if different than petitioner:

Representative's Name: _____

Phone: _____

E-mail: _____

1. Town where property is located: Koshkonong

2. Petitioned City or Village: Fort Atkinson

3. County where property is located: Jefferson

4. Population of the territory to be annexed: 1

5. Area (in acres) of the territory to be annexed: .4 Acres

6. Tax parcel number(s) of territory to be annexed(if the territory is part or all of an existing parcel):

016-0514-0941-007

Include these required items with this form:

1. ☐ Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
2. ☐ Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
3. ☐ Signed Petition or Notice of Intent to Circulate [see attached annexation guide]
4. ☐ Check or money order covering review fee [see next page for fee calculation]

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$200 **Initial Filing Fee** (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

\$200 **Review Fee** (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

\$400 **TOTAL FEE DUE** (Add the Filing Fee to the Review Fee)

Include check or money order, payable to: **Department of Administration**

DON'T attach the check with staples, tape, ...

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Legal Description:

W6124 Sunset Ave, Fort Atkinson, WI 53538

.400 Acres

Lots 23 & 24 Oppers' Sunset Addition

Full Legal Description For W6124 Sunset Ave, Fort Atkinson:

Lots 23 and 24, according to the recorded plat of Oppers Sunset Addition to Fort Atkinson, Wisconsin, in the N. $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of Section 9, Township 5 north, range 14 east of the 4th principal meridian, Jefferson County Wisconsin

W6124 Sunset Ave
Fort Atkinson, WI 53538

OPPER'S SUNSET ADDITION
TO
FORT ATKINSON, WISCONSIN
IN THE NORTH HALF OF SOUTHEAST
QUARTER OF SECTION 9, TOWNSHIP
5 NORTH, RANGE 14 EAST OF 4TH
JEFFERSON COUNTY, WISCONSIN.

SCALE 1 INCH = 60 FEET

CA ROCKWELL, OF
OCTOBER 6, 1917.

Dec. 12 47 11
6 Plats
Arthur J. Guinn 11

STATE OF WISCONSIN } ss. His Honors
JEFFERSON COUNTY } no. 1079
We have caused the land described
in the foregoing affidavit of C. A.
Rochow & Son to be surveyed,
mapped and dedicated as represented
on this plat
J. H. S. J. P. H.
E. H. J. P. H.

Witnessed by
H. G. G. G. G. G.
H. G. G. G. G.

STATE OF WISCONSIN } ss. A. C.
JEFFERSON COUNTY } remembered
that on this 1st day of
1947, personally appeared before
me Leon Oppen and Eva Oppen, known
to me to be the persons whose names
the foregoing certificate was
acknowledged the same.

I have the honor
to acknowledge the receipt
of your letter of the 10th inst.

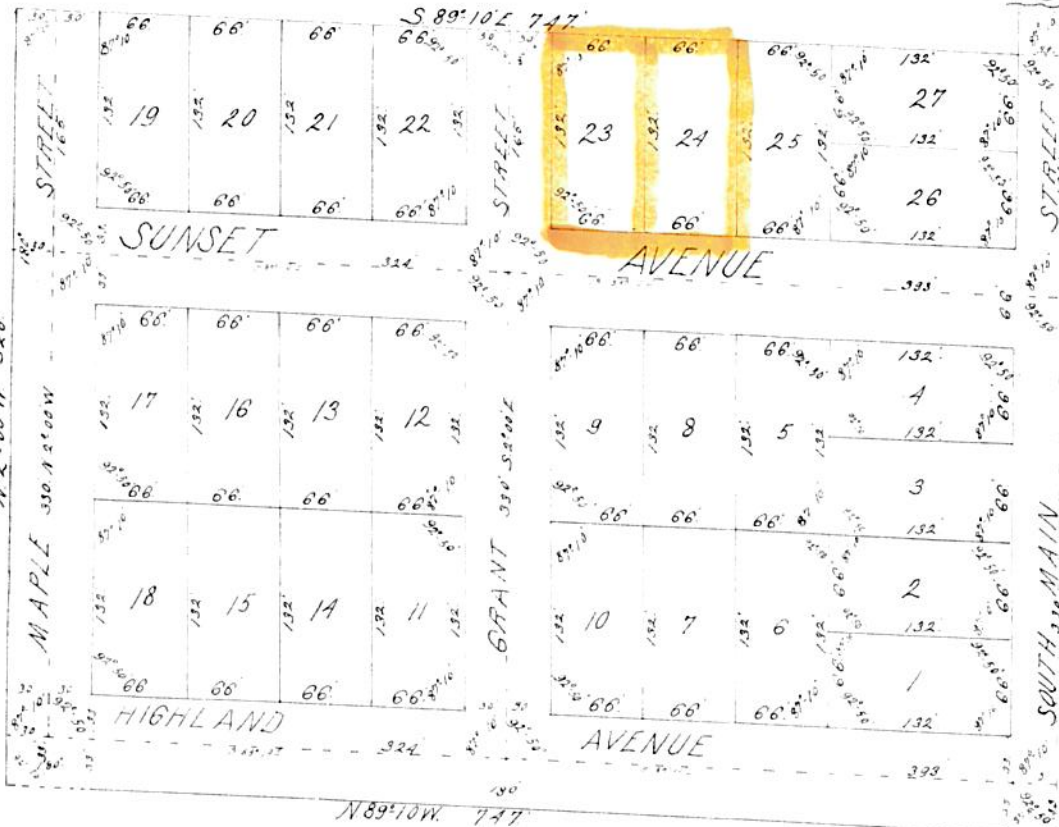
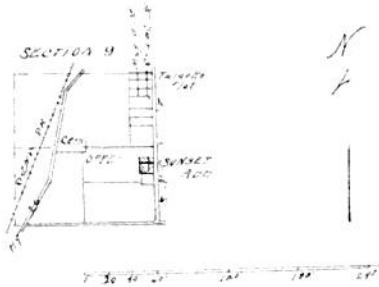
Resolved that the plot known as
Oppers Sense Addition to Fort
Atkinson Wisconsin and in the North
half of South-east quarter of Section 9
T5N R4E Jefferson County be and

the same is hereby approved
STATE OF WISCONSIN } ss E. F.
JEFFERSON COUNTY } Clement
CITY OF FORT ATKINSON } Clerk of the
City of Fort Atkinson, Jefferson County
Wisconsin, do hereby certify, that the
foregoing is a true and correct copy
of a resolution adopted by the Com-
mon Council of said City of Fort
Atkinson, on the 2nd day of December, 1944
E. F. Clement
City Clerk

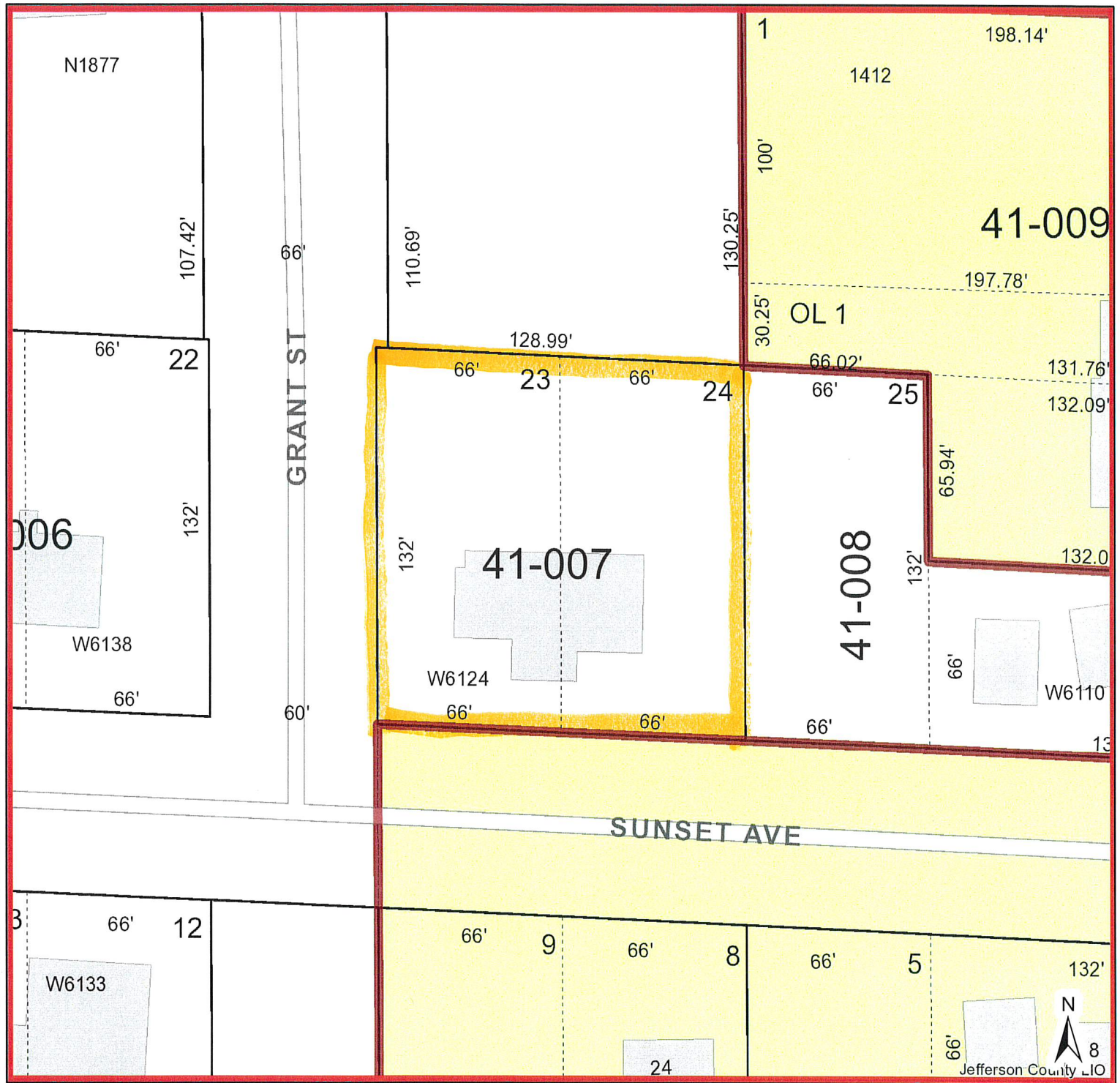
Resolved that the plat known as
Opfers Sunset Addition to Fort
Atkinson Wisconsin and in the North
half of South-east quarter of Section 9
T5N R 12E Jefferson County Mo and
the same is hereby approved

STATE OF WISCONSIN } SS / Carlton
JEFFERSON COUNTY } Nashburg
TOWN OF MOSHONG } Clerk of the
Town of Moshong, Jefferson County
Wisconsin, do hereby certify that the
foregoing is a true and correct copy
of a resolution adopted by the Town
Board of the Town of Moshong, on the
15 day of November 1946.

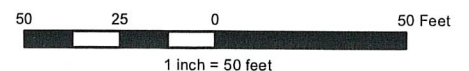
1. Baron Hestery, Lord and R.E. Hestery
Treasurer of the Town
of Hesterson, County of Jefferson
State of Wisconsin, hereby certify that there
are no unpaid taxes or debts due to the State,
as shown on any of the enclosed, in the above
list.



Jefferson County Land Information



- | | | | |
|---------------------|-----------------------|--|--------------------|
| | Municipal Boundaries | | Road Right of Ways |
| Parcel Lines | | | |
| | Property Boundary | | Section Lines |
| | Old Lot/Meander Lines | | Surface Water |
| | Rail Right of Ways | | Map Hooks |
| | | | Tax Parcels |





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

PETITION FOR ANNEXATION TO THE CITY OF FORT ATKINSON

Address(es) of Property: W6124 Sunset Ave, Fort Atkinson, WI

Parcel Number(s): 0160-5140-941-007

The current population or territory to be annexed and/or attached is 1 persons.

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

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

We further respectfully request that this property be zoned Residential.

Owner/Petitioner Signature:	Print Name:	Address:	Date:
<input checked="" type="checkbox"/> <u>Richard W. Weiss</u>	<u>Richard W. Weiss</u>	<u>W6124 Sunset Ave</u> <u>Fort Atkinson</u>	<u>7-29-22</u>

☒ Personally came before me this 1 day of Aug, 2022, the above named,

(day)

(month)

(year)

Richard W Weiss to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Mahbert

Notary Public, Jefferson County, Wisconsin (SEAL)

My Commission is permanent or expires on: 7/29/2025

CAITLIN KINCANNON, TRES
W5609 STAR SCHOOL RD
FORT ATKINSON WI 53538
www.koshkonongwi.com
(920) 563-4510

**2021 REAL ESTATE
PROPERTY TAX BILL
STATE OF WISCONSIN
JEFFERSON COUNTY
TOWN OF KOSHKONONG**

WEISS, RICHARD W
Parcel #: 016-0514-0941-007
Bill Number: 1335

Important: See reverse side for important information.

Be sure this description covers your property. Note that this description is for property tax bill only and may not be a full legal description.

0.400 ACRES

Document No: 1369424/1204285/1201316

W6124 SUNSET AVE

LOTS 23 & 24 OPPER'S SUNSET ADD

**RICHARD W WEISS
W6124 SUNSET AVE
FORT ATKINSON WI 53538**

Please inform treasurer of address changes.

Assessed Value Land	Assessed Value Improvements	Total Assessed Value	Average Assessment Ratio	Net Assessed Value	.017504892
31,200	137,700	168,900	92.47%	Rate (Does NOT reflect credit)	
Est. Fair Market Land	Est. Fair Market Improvement	Total Est. Fair Market	School Taxes Reduced By School Levy Tax Credit	A star in this box means unpaid prior year taxes	
33,700	149,000	182,700	304.58		
Taxing Jurisdiction	2020 Est. State Aids Allocated Tax Dist	2021 Est. State Aids Allocated Tax Dist	2020 Net Tax	2021 Net Tax	%Tax Change
JEFFERSON COUNTY	237,548	250,179	687.99	760.28	10.5
TOWN OF KOSHKONONG	231,695	235,618	243.47	363.17	49.2
FORT ATKINSON SCH DT	5,198,161	5,426,139	1,488.73	1,686.02	13.3
MATC	343,379	382,656	143.09	147.11	2.8
		Total	2,563.28	2,956.58	15.3
		First Dollar Credit	76.86	81.87	6.5
		Lottery & Gaming Credit	188.35	290.37	54.2
		Net Property Tax	2,298.07	2,584.34	12.5
			Net	Property Tax	2,584.34
				GARBAGE REMOVAL	155.88
			Total	Total	2,740.22
FOR INFORMATIONAL PURPOSES ONLY - Voter Approved Temporary Tax Increase					
Taxing Jurisdiction	Total Additional Taxes	Year Increase Ends	Make Check Payable to:		
KMR Road Project	\$56,770	2023	TOWN OF KOSHKONONG		
Koshkonong 2019 Road Work Proj	\$172,300	2023	CAITLIN KINCANNON, TRES		
Koshkonong 2021 Road Work	\$316,500	2026	W5609 STAR SCHOOL RD		
Fort Atkinson RF-4955	\$736,907	2023	FORT ATKINSON WI 53538		
			After January 31, 2022		
			Make Check Payable to:		
			JOHN JENSEN		
			JEFFERSON COUNTY TREASURER		
			311 S. CENTER AVENUE		
			JEFFERSON WI 53549-1701		
			TOTAL DUE FOR FULL PAYMENT		
			Pay by JANUARY 31, 2022		
			\$2,740.22		
			INSTALLMENT OPTIONS		
			Pay by JANUARY 31, 2022		
			\$1,303.22		
			Pay by JULY 31, 2022		
			\$1,437.00		
			Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and if applicable penalty.		
			Failure to pay on time See Reverse.		

REMIT THIS STUB WITH FULL PAYMENT OR 1st INSTALLMENT

2021 REAL ESTATE Bill Number 1335

Correspondence should refer to
Parcel # 016-0514-0941-007
TOWN OF KOSHKONONG

RICHARD W WEISS
W6124 SUNSET AVE
FORT ATKINSON WI 53538

To: TOWN OF KOSHKONONG
CAITLIN KINCANNON, TRES
W5609 STAR SCHOOL RD
FORT ATKINSON WI 53538

☐ FULL PAYMENT \$2,740.22 BY JANUARY 31, 2022
OR
☐ FIRST INSTALLMENT \$1,303.22 BY JANUARY 31, 2022

To receive receipt, enclose a self-addressed stamped envelope

ORDINANCE NO. ____

**AN ORDINANCE ANNEXING
THE TERRITORY LOCATED AT W6124 SUNSET AVENUE
TO THE CITY OF FORT ATKINSON**

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

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

Lots 23 and 24, according to the recorded plat of Oppers Sunset Addition to Fort Atkinson, Wisconsin, in the N. ½ of S.E. ¼ of Section 9, Township 5 north, range 14 east of the 4th principal meridian, Jefferson County, Wisconsin (a/k/a parcel number 016-0514-0941-007, consisting of approximately 0.40 acres of land).

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

Section 3. PAYMENT TO THE TOWN OF KOSHKONONG. The applicant has requested annexation to the City per Section 66.0217(2) – Direct Annexation by Unanimous Approval. As such, no payment to the Town of Koshkonong is required (Wis. Stats. 66.0217(14)(a)).

Section 4. ZONING CLASSIFICATION. A) The Territory annexed to the City of Fort Atkinson by this Ordinance is designated to be part of the following district of the City for zoning purposes and subject to all provisions of Title 15 of the Code of General Ordinances in the City of Fort Atkinson entitled “Zoning Ordinance” relating to such district classifications and to zoning in the City: SR-2, Single-family Residential District – 2.

Section 5. WARD DESIGNATION. A) The territory described in Section 1 of this Ordinance is hereby made part of Ward 13 of the City of Fort Atkinson, subject to all

ordinances, rules, and regulations of the City. Population of this territory is one (1) on the effective date of this Ordinance.

Section 6. DEFERRED SPECIAL ASSESSMENT. The subject property benefited from road, water, and sewer improvements on Sunset Avenue. The subject property was then located in the Town of Koshkonong, and the City established a deferred special assessment for the value of those improvements in the amount of \$12,947.28. The property owner has agreed to pay this amount in installments annually for the next ten years, with no prepayment penalty and the balance due before any sale or real estate transaction.

Section 7. SEVERABILITY. If any provision of this Ordinance is found to be invalid or unconstitutional or if the application of this Ordinance or any person or circumstance is invalid or unconstitutional such invalidity or unconstitutionality shall not affect the other provisions or application of this Ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

Section 8. EFFECTIVE DATE. This Ordinance shall take effect upon passage and publication.

Adopted this _____ day of _____, 2022.

CITY COUNCIL OF THE CITY OF FORT ATKINSON

Christopher Scherer, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

FROM: Brooke Franseen, Director of Parks and Recreation

RE: Review and possible action relating to a new Special Event: Adult Recess at Jones Park on Friday, September 23, 2022 from 6:00 – 9:00 p.m.

BACKGROUND

The Parks and Recreation Department offers many programs for all ages and two popular events throughout the year – the Easter Egg Hunt and World of Wheels. Both of those events are family friendly and occur at our beautiful parks. In 2022, the World of Wheels event will take place on Saturday, September 17, 2022 at Ralph Park from 9:30 – 11:00 a.m. to view a number of fun vehicles such as tractors, race cars, fire trucks, and police cars in a safe and controlled environment.

DISCUSSION

As staff works through developing the City's first Comprehensive Outdoor Recreation Plan, we are learning residents would like to see more special events and adult offerings.

Staff attended an Adult Recess event hosted by the Sun Prairie Parks and Recreation Department over the summer and was inspired to bring the event to Fort Atkinson. **Adult Recess is scheduled for Friday, September 23, 2022 from 6:00 – 9:00 p.m. at Jones Park.**

Adult Recess is a 21+ only free event that allows adults to be kids for a night. There will be nostalgic playground games, all of the favorite old hits, and food and beverages will be available for purchase through the General's concession stand. In addition to Cornhole, giant Jenga, giant Connect 4, glow Disc Golf (and more), there will be organized games such as kickball, capture the flag, and dodgeball.

Staff will have a table for participants to sign the Parks and Recreation Liability Waiver. Additionally, staff will check ID's and issue a wristband. 200 participants are expected.

In addition to Adult Recess, the Parks & Recreation Dept. is excited to announce some of the additional new offerings planned for this fall/winter: Coffee Cruisers (families), Pickleball Beginner (adults), Step-by-Step Painting (adults), Disc Golf Drop-In League (adults), and Holiday Lights Bus Tour (families).

Please find more information on fortparksandrec.activityreg.com, the City's website, and social media pages. Pick up your copy of the Fall/Winter Activity Guide at the Parks and Recreation Office, Library, Hoard Museum, or the Chamber of Commerce after September 6, 2022 or view the Guide digitally beginning September 1, 2022 at <https://bit.ly/fortfallwinter22>.

FINANCIAL ANALYSIS

No financial impact to the City is expected.

RECOMMENDATION

Staff recommends that the City Council approve the Special Event: Adult Recess at Jones Park on Friday, September 23, 2022 from 6:00 p.m. to 9:00 p.m.


Staff also recommends everyone clear their schedules and attend this great community event that is sure to be all that and a bag of chips! Boo-yah!

ATTACHMENTS

Special Event Application; Adult Recess Flyer



CITY OF FORT ATKINSON
Special Event Application

Name of Business/Group Organizing Event: <u>City of Fort Atkinson Parks & Recreation</u>	
Contact Person for Event: <u>Brooke Franseen</u>	
Phone Number: <u>920-397-9910</u>	Email: <u>bfranseen@fortatkinsonwi.gov</u>
Is the Business/Group Organizing Event: <input type="checkbox"/> For profit or <input type="checkbox"/> Non-Profit	
Special Event Details	
Event Name: <u>Adult Recess</u>	
Event Date: <u>Fri, Sept 23rd</u>	
Event Location: <u>Jones Park</u>	
Estimated Number of Attendees: <u>200</u>	Hours of Event: <u>6-9 p.m.</u>
<p>Check all applicable boxes:</p> <p><input checked="" type="checkbox"/> I am renting a City Park Attach copy of paid park rental from Parks & Recreation (920) 563-7781.</p> <p><input checked="" type="checkbox"/> I will be having music Start and end time of music: <u>5:45 - 9 p.m.</u></p> <p><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.</p> <p><input checked="" type="checkbox"/> I will be selling beer and/or wine* Attach Temporary License and Bartender/Operator Applications. Contact City Clerk (920) 563-7760</p> <p style="margin-left: 40px;"><i>The Generals will have the concession stand open.</i></p> <p style="margin-left: 40px;">*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.</p> <p><input type="checkbox"/> I will be erecting a tent, canopy or other temporary structure.</p>	
<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: <u></u></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:



WHEN ADULTING GETS HARD YOU HAVE...

ADULT RECESS

JONES PARK, FORT ATKINSON

FRI, SEPT 23 | 6:00-9:00 P.M. | FREE

AGES 21+

ACTIVITIES: DODGEBALL, KICKBALL, SPIKEBALL, GIANT CONNECT 4, CAPTURE THE FLAG, GIANT JENGA, LADDER BALL, GLOW DISC GOLF, BAGS, & MORE

FOOD & DRINKS: AVAILABLE THROUGH FORT ATKINSON GENERALS STAND



FORT • ATKINSON
PARKS & RECREATION





MEMORANDUM

DATE: September 6, 2022

TO: City Council

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

RE: Review and possible action relating to Alcohol Beverage License application for the licensing period of September 7, 2022 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 (08/19/2022)

<u>License</u>	<u>Quota</u>	<u>Licenses Issued</u>	<u>Licenses Available</u>
“Class A” Intoxicating Liquor	16 - 1 per 750 residents	16	0
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	3 - \$10,000 one-time fee	3	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

Ruhani Gas & Food, Inc has applied for a “Class A” Intoxicating Liquor and Class “A” Fermented Malt Beverage license for use at 1012 Whitewater Avenue. This location currently operates as NK Gas & Food with the same type of alcohol license. The intoxicating liquor license quota is at maximum therefore the license holder, Nirbhai Pangli of NK Gas & Food submitted a letter confirming they would surrender their license to applicant Jitendrakumar Patel for use 1012 Whitewater Avenue operating as Shell Food & Liquor.

A background check was being performed at time of Agenda packet compilation. The applicant provided a WI seller’s permit number and Federal ID as required. Additionally, the applicant applied for a Cigarette License.



FINANCIAL ANALYSIS

Alcohol license fees for the submitted application is \$550.00 and a publication fee of \$225.00 were paid.

RECOMMENDATION

The Licensing Committee met on August 29th and recommended approval to the City Council.

Staff recommends approval the Alcohol License Application for the licensing period of September 7, 2022 to June 30, 2023 for Ruhani Gas & Food, Inc dba Shell Food & Liquor at 1012 Whitewater Avenue contingent upon a successful background check and all monies owed to the City are paid prior to license issuance by the City Clerk.

ATTACHMENTS Alcohol License Application

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 9/1/22 ending: 6/30/23
(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

FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
<input checked="" type="checkbox"/> Class A beer	\$ 75
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$ 475
<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	\$
<input checked="" type="checkbox"/> Publication fee	\$ 325
TOTAL FEE	\$ 875

Name (Individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
RUHANI GAS & FOOD INC.

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>PATEL</u>	<u>JITENDRA</u>	<u>KUMAR</u>	<u>5824 MARLEIGH DR # 103, MT PLEASANT WI 53406</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)

- Trade Name SHELL FOOD & LIQUOR Business Phone Number 615-423-3200
- Address of Premises 1012 S. WHITEWATER AVE Post Office & Zip Code FORT ATKINSON WI 53406
- 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.)
FIRST FLOOR / OVER THE COUNTER
- Legal description (omit if street address is given above): _____
- (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? NK GAS & FOOD LLC

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
HAS taken course.
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 WI and date 07/26/2022 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>PATEL JITENDRA KUMAR</u>	Title/Member <u>President</u>	Date <u>07/31/2022</u>
Signature <u>J. D. Patel</u>	Phone Number <u>615. 423. 3200</u>	Email Address <u>@gmail.com shellgals1012</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>8.4.22</u>	Date reported to council / board	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) PATEL		(first name) JITENDRA		(middle name) KUMAR	
Home Address (street/route) 5824 MARQUETTE AVE #103		Post Office 103	City MOUNT PLEASANT	State WI	Zip Code 53406
Home Phone Number 615-425-1111		Age -	Date of Birth -	Place of Birth INDIA	

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 / OFFICER** of **RUHANI GAS & FOOD INC**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

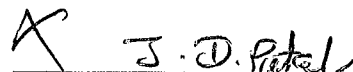
which is making application for an alcohol beverage license.

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? _____
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. _____
(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 SELF EMPLOYED	Employer's Address	Employed From	To
Employer's Name	Employer's Address	Employed From	To

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)

Date:

✧ License Holder:

✧ Name of LLC/Sole Prop/Inc:

✧ Address of LLC:

✧ Address of licensed premise/business address:

Type of License: "Class A" Intoxicating Liquor and Class "A" Fermented Malt Beverage

I MOHAMMAD JAVED hereby surrender my "Class A" Intoxicating Liquor and Class "A"

Fermented Malt Beverage license contingent upon the approval for said license to

RUHANI CAS & FOOD, INC.

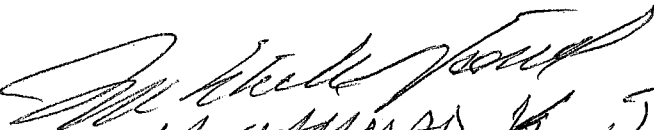
Should RUHANI CAS & Food not be approved for said license,
INC.

I will hereby retain the license.

✧ Signature:

✧ Printed Name:

✧ Date:


MOHAMMAD H. JAVED

8/4/22

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY

Applicant's Wisconsin 15-digit Sales Tax Account Number

← This must be issued in the same Legal Name of the licensee below.

License Number
Period Covered
Date of Issuance

Legal Name (corporation, limited liability company, partnership or sole proprietorship) RUHANI GAS & FOOD INC.			Federal Employer Identification No. (FEIN)	
Trade or Business Name (if different than Legal Name) SHELL FOOD & LIQUOR			Telephone Number (615) 423, 3200	
Business Address (License Location) 1012 S. WHITENWATER AVE			Business Telephone (615) 423, 3200	
Municipality FORT ATKINSON	State WI	Zip Code 53406	County JEFFERSON	
Mailing Address (if different than Business Address)			Municipality	
			State	
			Zip Code	

Organization (check one)

☐ Sole Proprietor
 ☒ Wisconsin Corporation – Enter date incorporated: 07/26/2022
☐ Partnership
 ☐ Out-of-State Corporation – Are you registered to do business in Wisconsin? ☐ Yes ☐ No
 ☐ Other (describe) _____

- ☒ Yes ☐ No 1. Does the applicant understand that they must purchase cigarettes and tobacco products only from distributors, jobbers, or subjobbers, who hold a permit with the Wisconsin Department of Revenue?
- ☒ Yes ☐ No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129, revenue.wi.gov/dorforms/ctp-129.pdf.)
- ☒ Yes ☐ No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- ☒ Yes ☐ No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- ☒ Yes ☐ No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- ☒ Yes ☐ No 6. Does the applicant understand that they may not sell single cigarettes?
- ☒ Yes ☐ No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- ☒ Yes ☐ No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold ☒ over counter ☐ through vending machine ☐ both

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 applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

R. J. D. Patel
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

Applicable Laws and Rules

This document provides statements or interpretations of the following laws and regulations in effect as of September 19, 2019: Sections 134.65, 134.66, 139.321, 139.79, 139.76, 995.10, and 995.12, Wis. Stats.



MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Review and possible action relating to a Letter of Engagement from Baker Tilly US, LLP for TID #7 100% Audit

BACKGROUND

The City of Fort Atkinson has three Tax Increment Districts (TIDs). These TIDs were created pursuant to a law enacted to provide a process by which local units of government could finance public works or improvements in blighted areas from taxes levied by county, village, schools and other local jurisdictions based on the increase in property values within a designated geographic area.

DISCUSSION

TID #7 is located in the City's downtown area and was created as a blight elimination TID on January 18, 2000. The last date to incur costs relating to new projects in this TID was January 18, 2022. The Project Plan for this TID was adopted in late 1999, and then amended in 2003 and again in 2011. Now that no new project costs may be incurred in this TID, the City is required to perform a 100% audit. Staff asked the City's Auditor, Baker Tilly US, LLP, to provide an engagement letter, scope of services, and estimated cost for this audit. The proposal is attached to this memorandum for review.

FINANCIAL ANALYSIS

The estimated cost is between \$8,000 and \$9,500 for these audit services and the report that will be produced. Baker Tilly will perform this work in 2023, and the estimated cost will be included in the 2023 budget and will be paid for through the TID #7 Fund (13-50-0056-5000).

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Engagement Letter with Baker Tilly US, LLP for the Tax Increment District #7 100% audit.

ATTACHMENTS

Baker Tilly US, LLP TIF 7 Engagement Letter



Baker Tilly US, LLP
4807 Innovate Ln; PO Box 7398
Madison, WI 53707-7398
United States of America

T: +1 (608) 249 6622
F: +1 (608) 249 8532

bakertilly.com

August 8, 2022

To the City Council
City of Fort Atkinson
111 N. Main St.
Fort Atkinson, Wisconsin 53538

Dear Council Members:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Fort Atkinson (Client, you, your).

Service and Related Report

We will audit the Balance Sheet, the Historical Summary of Project Costs, Project Revenues and Net Costs to be Recovered Through Tax Increments and Historical Summary of Sources, Uses and Status of Funds of the Tax Incremental (TID) No. 7 of the City of Fort Atkinson as of December 31, 2022 and from the date the TID was created through December 31, 2022, and the related notes to the financial statements. This audit represents the 100% audit of TID No. 7. If, for any reasons caused by or relating to the affairs or management of the City of Fort Atkinson, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Detailed Schedule of Sources, Uses and Status of Funds (if applicable)

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Fort Atkinson and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

Our audit will be conducted in accordance with the standards referred to above. As part of obtaining reasonable assurance about whether the TID financial statements are free of material misstatement, we will perform tests of compliance with tax increment financing district laws, regulations and the project plan. However, it should be noted that our objective was not to provide an opinion on overall compliance with the provisions included in Wisconsin State Statutes Section 66.1105.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the City's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- > For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
- > For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and
- > To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit; and
 - Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Fort Atkinson complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Fort Atkinson; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Financial statement preparation
- > Adjusting journal entries
- > Civic Systems software
- > Compiled regulatory reports

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Fort Atkinson must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Fort Atkinson's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Fort Atkinson hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Fort Atkinson's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Fort Atkinson is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

We estimate that our fees will range from \$8,000 to \$9,500. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Fort Atkinson agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Fort Atkinson, unless otherwise prohibited. In the event we are requested by the City of Fort Atkinson or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Fort Atkinson, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Fort Atkinson if disclosure of confidential information is necessary for peer review purposes.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Fort Atkinson, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Fort Atkinson with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

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Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City of Fort Atkinson by Baker Tilly ("Online Offering") constitute the entire agreement between the City of Fort Atkinson and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City of Fort Atkinson's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

City of Fort Atkinson

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The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Fort Atkinson's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Andrea Jansen, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Andrea Jansen is available at 608 240 2338, or at andrea.jansen@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

A handwritten signature in black ink that reads "Baker Tilly US, LLP". The signature is written in a cursive, flowing style.

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date



MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Review and possible action relating to a Letter of Engagement from Baker Tilly US, LLP for Auditing Services in 2022-2024

BACKGROUND

The City of Fort Atkinson has a long-standing relationship with Baker Tilly, US, LLP for auditing services. The current Letter of Engagement for such services expired with the completion of the 2021 audited financial statements. The City sought proposals for these services in 2019, and chose to remain with Baker Tilly due to their excellent customer service and expertise in the field.

DISCUSSION

Baker Tilly is proposing a new three-year agreement through the attached Letter of Engagement. Services include auditing the basic financing statements for the City and the utilities for the 2022, 2023, and 2024. There will be several additional services required during the term of this agreement due to the receipt of federal funds and new Governmental Accounting Standards Board (GASB) reporting requirements. New GASB requirements include tracking leases, and a Single Audit will be required in each of the next three years due to the receipt of ARPA funds and CDBG-Close grants in 2022.

FINANCIAL ANALYSIS

Baker Tilly has proposed the following costs associated with the Financial Audit and the Single Audit over the next three years, as shown in Table 1. Note that this is an amended proposal and reflects City staff's efforts at negotiating a lower cost for all services than initially proposed. Baker Tilly's costs to provide the services have increased due to inflation, and the company recently instituted a 5% "administration fee" that was added to all agreements. In addition to that, the amount of work time associated with the City's audit has increased due to the City's creation of additional funds in 2021 and additional assistance needed with Public Service Commission (PSC) reporting requirements relating to the water main replacement program implemented in late 2021.

Table 1: Baker Tilly Amended Proposal 2022-2024 Audit Contract

Type of Audit	Year Required	Proposed Cost	Proposed Increase
Financial Audit	2022	\$ 49,500.00	10%
Financial Audit	2023	\$ 51,480.00	4%
Financial Audit	2024	\$ 53,540.00	4%
Single Audit	2022	\$ 12,000.00	n/a
Single Audit	2023	\$ 12,480.00	4%
Single Audit	2024	\$ 12,980.00	4%

The cost for auditing services is split between the General Fund, Wastewater Utility, Water Utility, and Stormwater Utility. Table 2 below outlines how the proposed 2022 audit costs will be split between these funds.

Table 2: Baker Tilly Audit Proposal Funding - 2022 Sample

Type of Audit	Fund	Account Number	Amount
Financial Audit	General Fund	01-51-5157-0000	\$ 27,375.00
Financial Audit	Wastewater Utility	02-87-0875-0100	\$ 7,375.00
Financial Audit	Water Utility	03-33-0092-3000	\$ 7,375.00
Financial Audit	Stormwater Utility	10-52-5251-0300	\$ 7,375.00
Total:			\$ 49,500.00
Single Audit	General Fund	01-51-5157-0000	\$ 6,636.36
Single Audit	Wastewater Utility	02-87-0875-0100	\$ 1,787.88
Single Audit	Water Utility	03-33-0092-3000	\$ 1,787.88
Single Audit	Stormwater Utility	10-52-5251-0300	\$ 1,787.88
Total:			\$ 12,000.00

While this proposal represents a 10% increase in cost for 2022 for regular auditing services, there are benefits to continuing with Baker Tilly. The auditors are easy to work with and are very familiar with the City's accounting software and projects. They answer many questions and provide resources throughout the year, are responsive, and provide excellent customer service.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Engagement Letter with Baker Tilly US, LLP for 2022-2024 auditing services.

ATTACHMENTS

Baker Tilly US, LLP Engagement Letter



Baker Tilly US, LLP
4807 Innovate Ln
PO Box 7398
Madison, WI 53707-7398
United States of America

T: +1 (608) 249 6622
F: +1 (608) 249 8532

bakertilly.com

August 25, 2022

To the City Council
City of Fort Atkinson
111 N. Main St
Fort Atkinson, Wisconsin 53538-1896

Dear Council Members:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Fort Atkinson (Client, you, your).

Service and Related Report

We will audit the basic financial statements of the City of Fort Atkinson as of and for the year ended December 31, 2022, 2023 and 2024, and the related notes to the financial statements. Upon completion of our audit, we will provide the City of Fort Atkinson with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the City of Fort Atkinson, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

> Combining Financial Statements

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The following supplementary information will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Schedule of Expenditures of Federal and State Awards (in years when a single audit is required)

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City of Fort Atkinson's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City of Fort Atkinson's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Management's Discussion and Analysis
- > Budget Comparison Schedules
- > OPEB - related schedules
- > Pension - related schedules

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The objective also includes reporting on:

- > Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*.

- > Internal control related to major federal and state programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State Single Audit Guidelines*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the Uniform Guidance and the *State Single Audit Guidelines*, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the *State Single Audit Guidelines*, and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- > Identify and assess the risks of material misstatement of the financial statements and supplemental information, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- > Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements and supplemental information that we have identified during the audit.
- > Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements and supplemental information, including the disclosures, and whether the financial statements and supplemental information represent the underlying transactions and events in a manner that achieves fair presentation.
- > Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management or those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Fort Atkinson and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards*, the Uniform Guidance and the *State Single Audit Guidelines*.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the *State Single Audit Guidelines*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and major state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control over compliance issued pursuant to the Uniform Guidance and the *State Single Audit Guidelines*.

Also, if required by *Government Auditing Standards*, we will report known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse directly to parties outside of the City of Fort Atkinson.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Fort Atkinson's compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the *State Single Audit Guidelines* require that we also plan and perform the audit to obtain reasonable assurance about whether you have complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement and the *State Single Audit Guidelines* for the types of compliance requirements that could have a direct and material effect on each of the City of Fort Atkinson's major programs. The purpose of those procedures will be to express an opinion on your compliance with requirements applicable to each of your major programs in our report on compliance issued pursuant to the Uniform Guidance and the *State Single Audit Guidelines*.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

You are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the *State Single Audit Guidelines*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review before we begin fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are responsible for preparation of the schedule of expenditures of federal and the awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and the *State Single Audit Guidelines*. You agree to include our report on the schedule of expenditures of federal and the awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and the awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal and the awards no later than the date the schedule of expenditures of federal and the awards is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal and the awards in accordance with the Uniform Guidance and the *State Single Audit Guidelines*; (b) that you believe the schedule of expenditures of federal and the awards including its form and content, is fairly presented in accordance with the Uniform Guidance and the *State Single Audit Guidelines*; (c) that the methods of measurement or presentation have not changed from those used in the prior year (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and the awards.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Fort Atkinson complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Fort Atkinson; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Financial statement preparation
- > Adjusting journal entries
- > Compiled regulatory reports
- > Civic Systems Software

To the City Council
City of Fort Atkinson

August 25, 2022
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None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

In addition to the audit services discussed above, we will compile the annual Financial Report Form to the Wisconsin Department of Revenue and the Public Service Commission Annual Report. See Addendums A and B attached, which are an integral part of this Engagement Letter.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Fort Atkinson must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

To the City Council
City of Fort Atkinson

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At the conclusion of our engagement, we will complete the appropriate auditor sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to complete the auditee sections and to submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior year audit findings, auditors' reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include within the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) days after receipt of the auditors' reports or nine (9) months after the end of the audit period.

We will provide copies of our reports to the City of Fort Atkinson, however, management is responsible for distribution of the reports and the financial statements. Copies of our reports are to be made available for public inspection unless restricted by law or regulation or if they contain privileged and confidential information.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Baker Tilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Fort Atkinson's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Fort Atkinson hereby authorizes us to do so.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Fort Atkinson's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Fort Atkinson is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

<u>Audit year</u>	<u>Financial audit</u>	<u>Single audit*</u>	<u>Totals</u>
2022	\$ 49,500	\$ 12,000	\$ 61,500
2023	51,480	12,480	63,960
2024	53,540	12,980	66,520

*as required based on single audit guidelines.

The financial audit fees above also include the fees for the compilation work described in addendums A and B. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Fort Atkinson agrees to be responsible for all expenses of collection including related attorneys' fees.

Certain changes in the City of Fort Atkinson's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote noted above. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new entities, divisions or subsidiaries; the development of new product lines or other significant changes in business operations; substantial modifications to financing arrangements; significant new employment or equity agreements; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature. Adjusting entries identified as part of the audit in excess of 8 entries would be considered out of scope and additional charges should be anticipated for workpapers that are not ready at the time audit fieldwork begins.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Fort Atkinson, unless otherwise prohibited. In the event we are requested by the City of Fort Atkinson or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Fort Atkinson, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Fort Atkinson if disclosure of confidential information is necessary for peer review purposes.

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Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Fort Atkinson, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. Single audit fees listed above include 2 major programs. This Engagement Letter includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter, excluding GASB No. 75.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Fort Atkinson with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

To the City Council
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Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the City of Fort Atkinson will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the City of Fort Atkinson violates this nonsolicitation clause, the City of Fort Atkinson agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City of Fort Atkinson by Baker Tilly ("Online Offering") constitute the entire agreement between the City of Fort Atkinson and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City of Fort Atkinson's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Fort Atkinson's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

To the City Council
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We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Andrea Jansen, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Andrea Jansen is available at 608 240 2338, or at andrea.jansen@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

A handwritten signature in black ink that reads "Baker Tilly US, LLP". The script is cursive and fluid, with the letters "B", "T", and "L" being particularly large and stylized.

Enclosures

The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date



MOSSADAMS

Report on the Firm's System of Quality Control

October 28, 2021

To the Partners of Baker Tilly US, LLP and the
National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 1® and SOC 2® engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Baker Tilly US, LLP has received a peer review rating of *pass*.

Moss Adams LLP

ADDENDUM A

We will perform the following services:

1. We will compile, from information you provide, the annual Financial Report Form to the Wisconsin Department of Revenue, for the year ended December 31, 2021. Upon completion of the compilation of the annual Financial Report Form, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the City of Fort Atkinson, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the annual Financial Report Form to you as a result of this engagement.

Our report on the annual Financial Report Form of the City of Fort Atkinson is presently expected to read as follows:

Management is responsible for the 2022 Financial Report Form C for the year ended December 31, 2022 included in the accompanying prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the 2022 financial report form C included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the 2022 Financial Report form C included in the prescribed form.

The Financial Report Form C included in the accompanying prescribed form is presented in accordance with the requirements of the Wisconsin Department of Revenue, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Wisconsin Department of Revenue and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The City of Fort Atkinson's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the Financial Report Form C included in the form prescribed by the Wisconsin Department of Revenue, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the Financial Report Form C, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

ADDENDUM B

We will perform the following services:

2. We will compile, from information you provide, the Public Service Commission Annual Report, including the balance sheets of the City of Fort Atkinson Water Utility, an enterprise fund of the City of Fort Atkinson, as of December 31, 2022 and 2021, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2021. Upon completion of the Public Service Commission Annual Report, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the City of Fort Atkinson, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the Public Service Commission Annual Report to you as a result of this engagement.

Our report on the Public Service Commission Annual Report of the City of Fort Atkinson is presently expected to read as follows:

Management is responsible for the balance sheets of the City of Fort Atkinson Water Utility, an enterprise fund of the City of Fort Atkinson, as of December 31, 2022 and 2021, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2022 included in the accompany prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards of Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements included in the prescribed form.

These financial statements included in the accompanying prescribed form are presented in accordance with the requirements of the Public Service Commission of Wisconsin, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Public Service Commission of Wisconsin and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The City of Fort Atkinson's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements included in the form prescribed by the Public Service Commission of Wisconsin, (ii) designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.



MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Review and possible action relating to a proposal from Artisan Graham to list the City-owned parcels in the Klement Business Park

BACKGROUND

City staff received a proposal from Brandon Housley and Jeff Hoeye, representing Artisan Graham Real Estate, in early August to represent the City in the marketing, listing, and sale of the City-owned parcels in the Klement Business Park.

The current listing agent for the Klement Business Park is Madison Commercial Real Estate, LLC. This firm has represented the City since 2019. The current agreement expired on August 11, 2021. Prior to this agreement, the listing agent for the business park was CBRE, Inc. from 2016 to 2019.

DISCUSSION

Staff reviewed the proposal from Artisan Graham in August and set up an interview with EDC Chairperson Jim Nelson, City Engineer/Public Works Director Andy Selle, and City Manager Rebecca LeMire. During that interview, staff was impressed with the quality of the marketing materials and the strategy for marketing the land. Mr. Housley and Mr. Hoeye are local to the Fort Atkinson community and have been very successful in the commercial and residential real estate field over the past several years.

The Artisan Graham proposal is attached for review and consideration by the City Council. The firm is proposing a slight decrease in the cost per acre of the lots with Janesville Avenue frontage from \$40,000/acre to \$30,000/acre. Other parcels will remain at \$20,000/acre. The firm is proposing a discounted commission of 5%, which is paid from the proceeds of the sale at closing. The 5% commission represents a decrease of 1% from the current (but expired) listing contract with Madison Commercial Real Estate.

In addition, Artisan Graham has offered new strategies for listing the land by parcel with individual pricing instead of in aggregate with a large lump sum that may be outside potentially interested parties' filters through Multiple Listing Services (MLS). Although not included in the proposal, Artisan Graham has committed to quarterly reports or updates relating to the contacts and interest they receive in the business park with the goal of working as a team on the future development of the park.

FINANCIAL ANALYSIS

The Klement Business Park is located within the City's Tax Increment District (TID) #6. The expenditure period for this TID is closed, and no new financial incentives or infrastructure projects may be paid for through Tax Increment Financing (TIF). The City's plan for this TID is to repay the debts associated with the borrowing for the purchase of the land and installation of infrastructure and then to close the TID. After closure, the Joint Review Board and the City Council may propose to open a new TID including the undeveloped and underdeveloped land in the area. The current projection for closure is between 2025 and 2027.

Any sale of land within the business park will reduce the overall debt and allow the City to close the TID earlier. The reduction in the price per acre may increase the interest in the parcels, and staff supports this strategy. There is no financial impact to the City's general fund, nor to the general property tax payer in the City for this proposal.

RECOMMENDATION

The Economic Development Commission reviewed this proposal and asked questions of Mr. Housley and Mr. Hoeye at the meeting on August 29, 2022. The Commission recommended that the City Council authorize the City Manager to sign a two-year agreement with Artisan Graham Real Estate to list the City-owned parcels in the Klement Business Park.

Staff recommends that the City Council review the proposal from Artisan Graham and authorize the City Manager to sign a two-year agreement with Artisan Graham Real Estate to list the City-owned parcels in the Klement Business Park.

ATTACHMENTS

Artisan Graham Klement Business Park Listing Proposal

KLEMENT BUSINESS PARK | LISTING PROPOSAL



*PROPERTY SUMMARY

Status	Available
Price	\$20,000-\$30,000 per acre
Parcel Size	76.2 acres
Divisible To	5.8 - 17.1 acre parcels
Price Per S/F	\$.46 - \$.69 per S/F
Utilities	Public utilities run to sites
Zoning	BP (Business Park)
Impact Fees	None
Sewer & Water	City

*Pending City Review & Approval

The following is a proposal from Brandon Housley and Jeff Hoeye to co-list the Klement Business Park in Fort Atkinson, Wisconsin. Brandon, a long-time resident of Fort Atkinson, is well connected within the Fort Atkinson community. Over the years, he has held several seats on local boards and owned and operated several businesses within the community. He has a passion for real estate and is driven by helping people. Jeff is the co-founder, managing partner, and broker of Artisan Graham Real Estate. He specializes in commercial real estate and real estate investments with over 10 years of experience. He has also been a Fort Atkinson resident for 35 years.

"As residents of Fort Atkinson, we have knowledge of the market, neighborhoods and city regulations to educate Buyers on the quality of this location. We are confident the Klement Business Park is primed for significant development if marketed and transacted appropriately. Understanding your vision for the property will help us to create a marketing plan that will appeal to buyers and investors nationwide, ultimately yielding higher returns and a quicker sale for the City of Fort Atkinson.

We look forward to hearing from you."

Brandon & Jeff

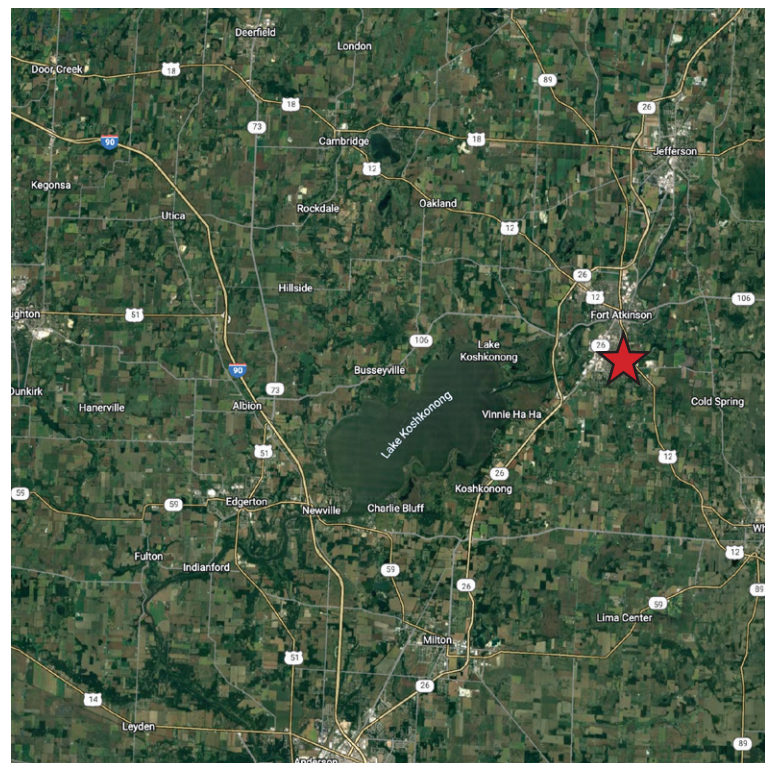
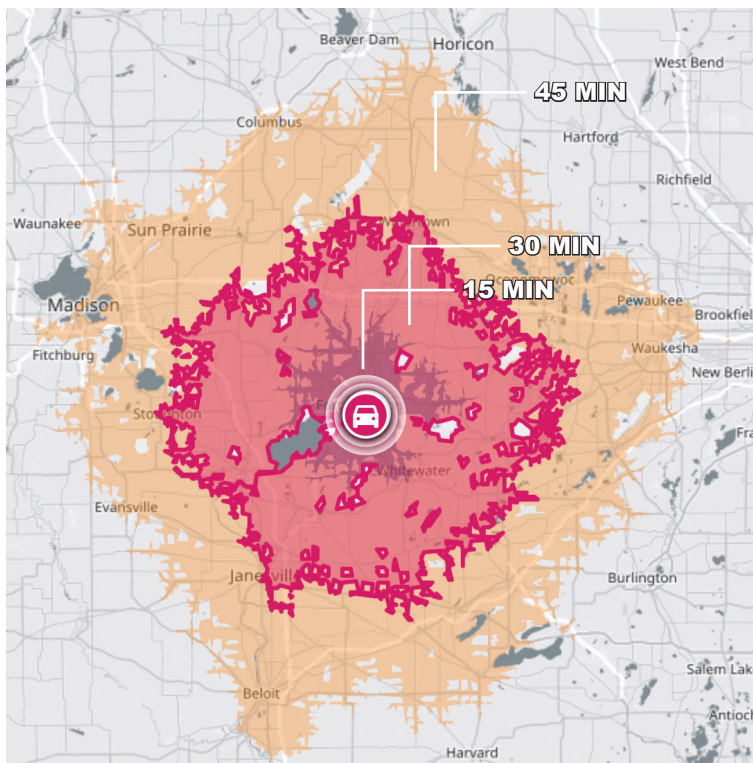


Artisan Graham Real Estate
106 E. Doty St. Suite 320
Madison, WI 53703

Brandon Housley | Real Estate Agent
920.723.1886 | bhousley@artisangraham.com

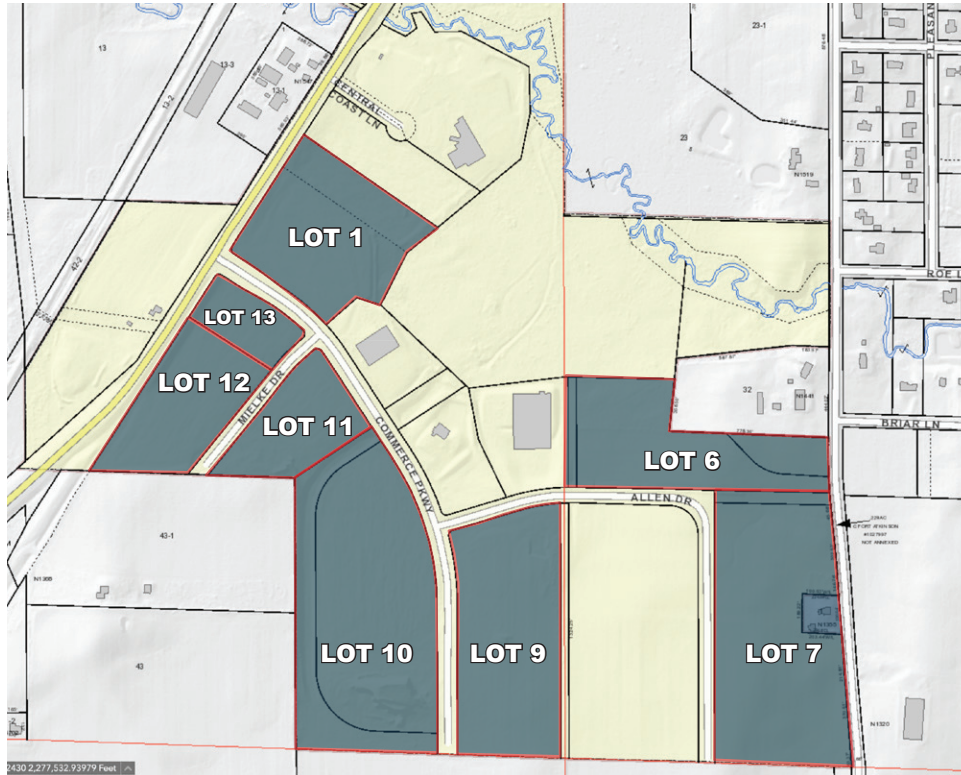
Jeff Hoeye | Broker
920.728.1111 | jhoeye@artisangraham.com

KLEMENT BUSINESS PARK | LOCATION DETAILS



SERVICES PRICING INFORMATION

Artisan Graham Real Estate is a full service commercial real estate brokerage company that historically charges a 6% commission for all commercial or land listing services. As a courtesy to the city, listing services for the Klement Business Park will be discounted to **5%**, which is paid from proceeds at closing.



MARKETING PRICING INFORMATION

Lot #	Acres	Price (Per Acre)	Tax #	Water/Sewer	Impact Fees	Zoning
1	11.19	\$30,000	226-0514-1741-001	City	\$0	BP
6	9.28	\$20,000	226-0514-1632-001	City	\$0	BP
7	17.15	\$20,000	226-0514-1633-000	City	\$0	BP
9	13.81	\$20,000	226-0514-1744-001	City	\$0	BP
10	16.36	\$20,000	226-0514-1744-000	City	\$0	BP
*11	5.81	\$20,000	226-0514-1741-004	City	\$0	BP
12	7.80	\$30,000	226-0514-1742-000	City	\$0	BP
13	2.99	\$30,000	226-0514-1742-003	City	\$0	BP

*Under Contract



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106 E. Doty St. Suite 320
Madison, WI 53703

Brandon Housley | Real Estate Agent
920.723.1886 | bhousley@artisangraham.com

Jeff Hoeye | Broker
920.728.1111 | jhoeye@artisangraham.com

MARKET CONDITIONS

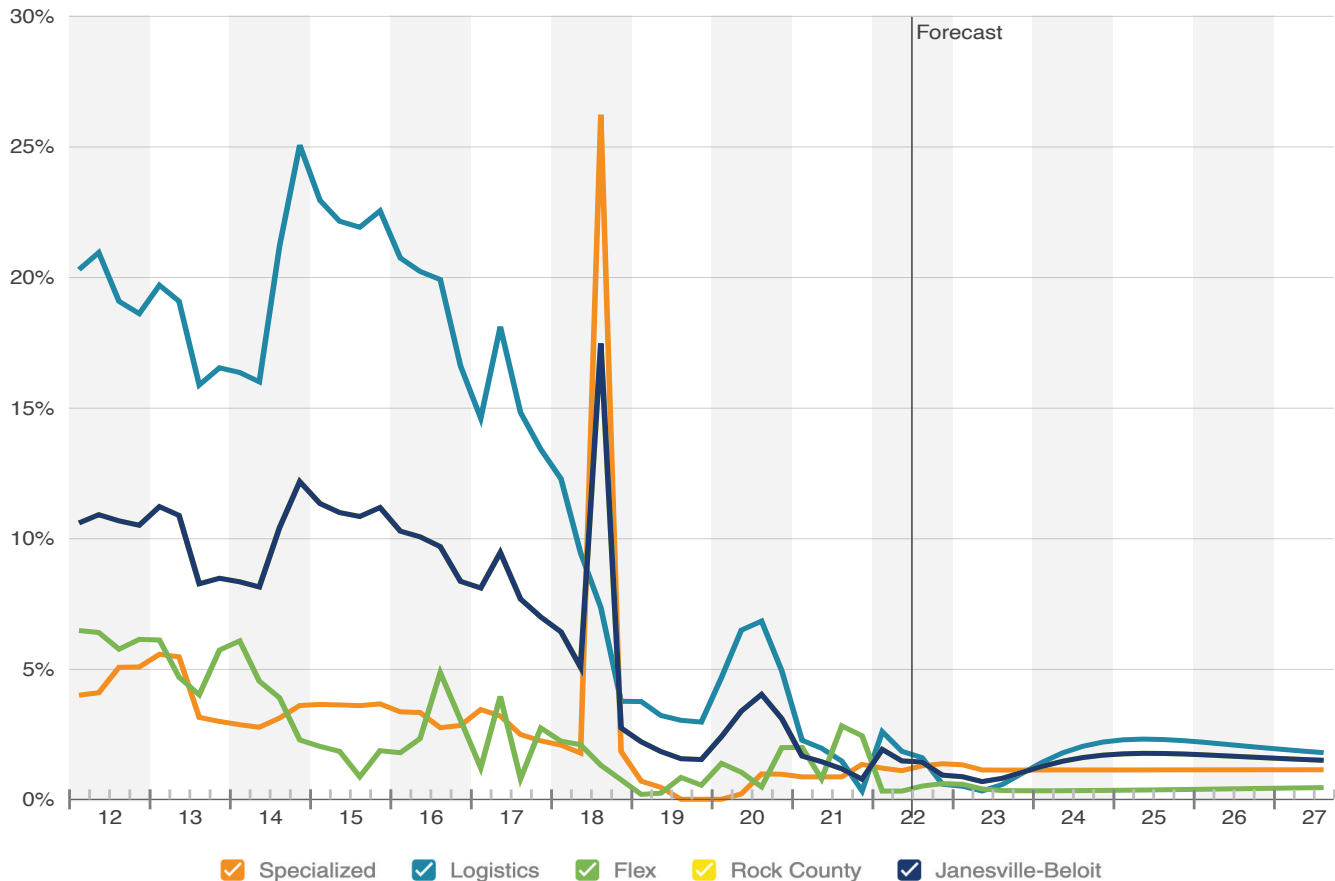
In 2021, vacancy did not move much at all, and at 1.5%, there isn't much room left for tightening. Net absorption over the past year came in at about 470,000 SF, substantially above the five-year average.

Rents increased by an impressive 9.6% over the past 12 months, the strongest pace of rent growth observed here in more than a decade.

The 90,000 SF currently underway in Rock County is the lowest construction count in more than three years. While this is not the only construction the submarket has seen in recent memory, it does represent a turnabout from the overall trend. Specifically, the inventory has contracted over the past five years, as demolition activity has outpaced new construction.

Industrial properties traded with regularity last year, consistent with the generally high level of activity over the past three years.

INDUSTRIAL VACANCY RATE (NEAREST SUBMARKET)



ABOUT OUR COMPANY

Artisan Graham Real Estate is a full service commercial real estate brokerage company with a team dedicated to making the process of buying, selling, or leasing commercial real estate as efficient and enjoyable as possible. By providing steadfast guidance every step of the way, we are committed to crafting personalized solutions to exceed your expectations.



Jeff Hoeye
Managing Partner | Broker



Cory Lucke, MBA
Managing Partner | Broker



Brandon Housley
Investment Sales



Brent Grauerholz
Investment Sales



TOP REASONS TO WORK WITH US

1

THE PLACE INVESTORS GO TO GET "OFF MARKET" OPPORTUNITIES

We continuously search for "off market" opportunities and actively market these to our database of past and prospective clients. Our "off market" inventory is created through our comprehensive farming, unique marketing and lead generation, social media, strong developer and broker relationships, and collaboration with other commercial and residential real estate agents.

2

LEADERS IN COMMERCIAL REAL ESTATE TECHNOLOGY

From database management to lead generation, Artisan Graham invests in technology to give their clients the edge. Technology that provides analytics, market statistics, email marketing, social media management, and more.

3

STRONG CLIENT RELATIONSHIPS

We're as hyper-focused on building client relationships as we are on enhancing value over the life of a client's project. For us, the deal is not the end of the transaction; it's the beginning of a long and meaningful relationship.

4

STRONG RELATIONSHIPS WITH DEVELOPERS

We identify land and building opportunities for development, assist with financial projections and proformas, advise on floor plans, unit mix, amenities, pricing and absorption rate. We also connect developers with lenders, investors, architects, and builders. Finally, we help the developer sell or lease the development. With strong relationships throughout the real estate, banking, developer, and building industries, we have the network and relationships that are unrivaled in the Madison Real Estate industry.

5

DOMINANT PRESENCE IN WISCONSIN'S MOST DESIRABLE NEIGHBORHOODS

Our partnership with design experts helps us create engaging signage that produces extensive call volume, lead generation and substantial presence in Wisconsin's most desirable neighborhoods. This presence gives us an insider expertise on current market trends in the local real estate market place.

6

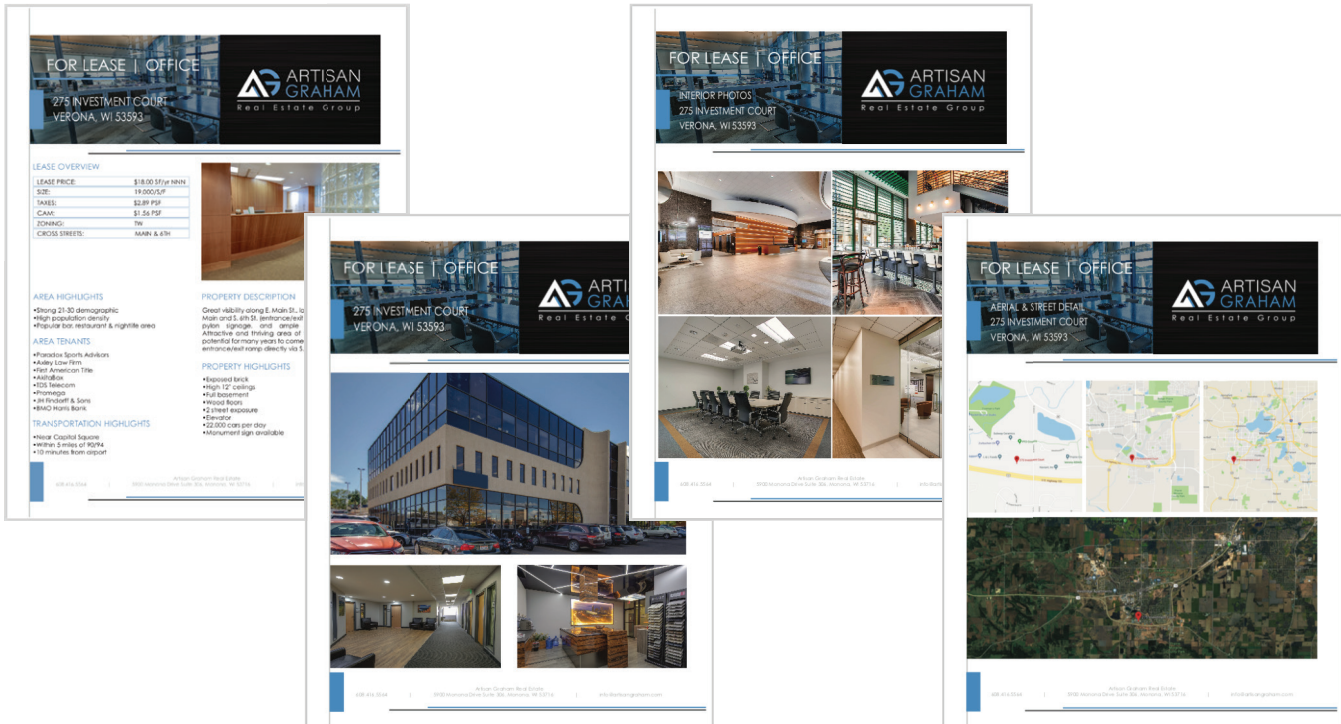
OUR STAFF AND STRATEGIC PARTNERS ARE THE BEST IN THE BUSINESS

We all know people make the difference. Our team of marketing professionals, Digital Marketing Strategists, legal counsel and managing Partners makes all the difference.



MARKETING PACKAGE

A custom, professionally designed marketing package will be created to highlight the property selling points and features.



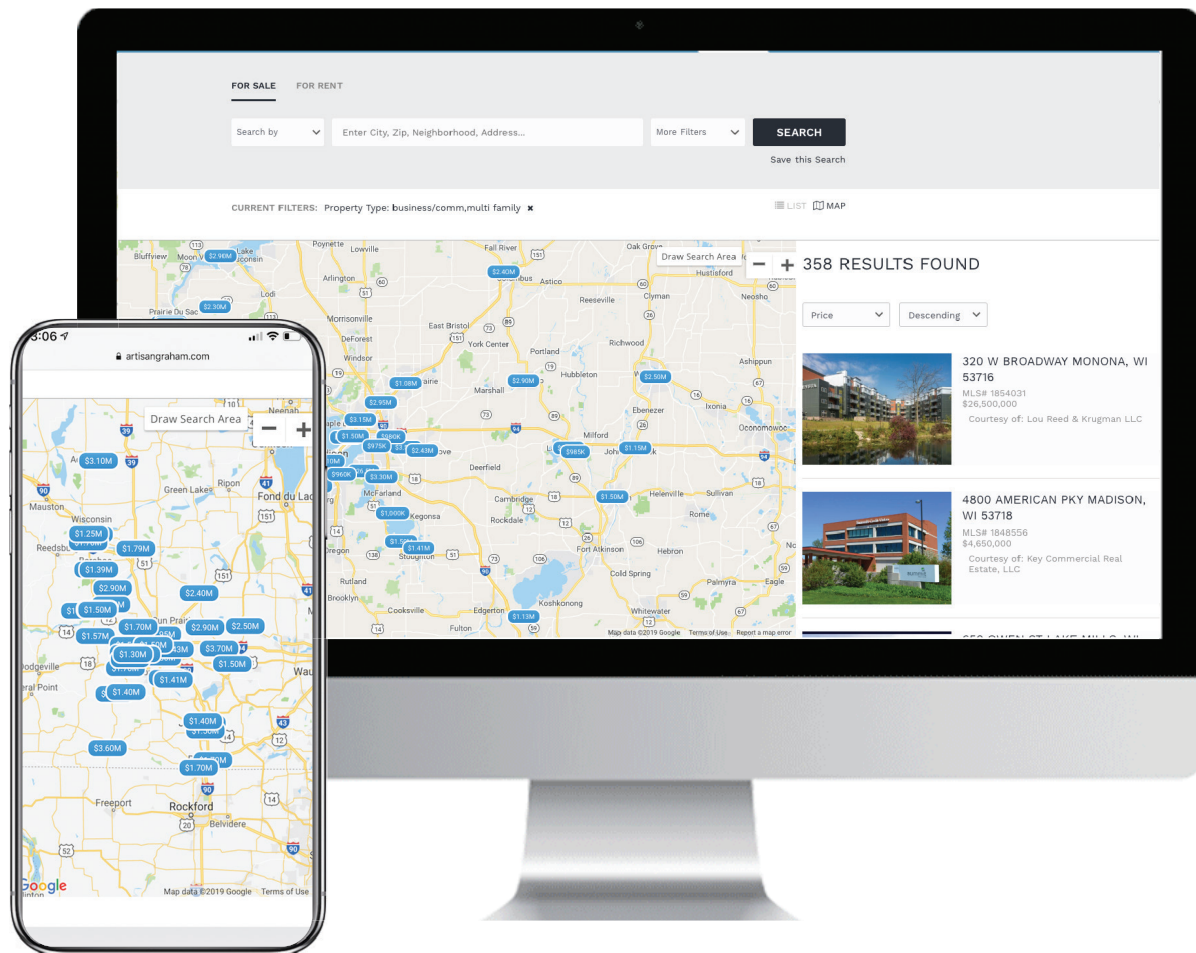
MARKETING SIGNAGE

Eye catching, professionally designed listing signage sets our listings apart from others. Our in-house design professionals make it easy for you to create, install, and display industry-unique signage. Final design of the signs will be approved by the property owner.



MARKETING EMAIL

Our email marketing system is designed to provide outstanding exposure for our properties and relevant market news, with a keen eye on creativity and functionality. Our staff routinely updates and increases our database to ensure we have access to the most relevant clients in the industry.

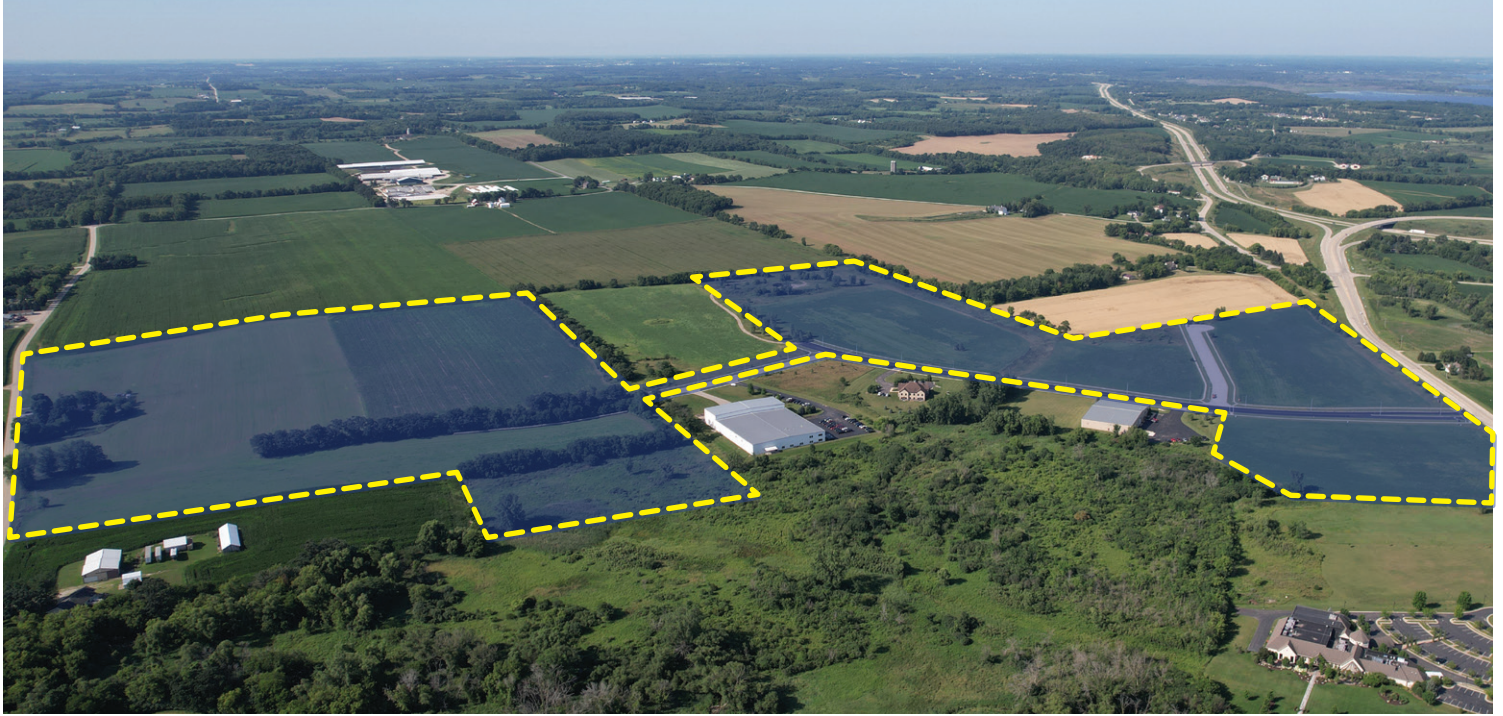


MARKETING **BROKER COOPERATION**

We welcome collaborating with brokers. Our philosophy of working together with outside brokers gives our clients a larger footprint and more exposure. Our goal is to get deals done and we understand that a majority of deals are transacted in cooperation.



ADDITIONAL PHOTOS



ADDITIONAL PHOTOS



STATE OF WISCONSIN BROKER DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS

Wisconsin law requires all real estate licensees to give the following information about brokerage services to prospective customers.

Prior to negotiating on your behalf the brokerage firm, or an agent associated with the firm, must provide you the following disclosure statement.

BROKER DISCLOSURE TO CUSTOMERS

You are the customer of the brokerage firm (hereinafter Firm). The Firm is either an agent of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A broker or a salesperson acting on behalf of the Firm, may provide brokerage services to you. Whenever the Firm is providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the customer, the following duties:

- The duty to provide brokerage services to you fairly and honestly.
- The duty to exercise reasonable skill and care in providing brokerage services to you.
- The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
- The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law (see "Definition of Material Adverse Facts" below).
- The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your confidential information or the confidential information of other parties (see "Confidentiality Notice To Customers" below).
- The duty to safeguard trust funds and other property held by the Firm or its Agents.
- The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

Please review this information carefully. An agent of the Firm can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional property inspection, contact an attorney, tax advisor, or property inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of a broker's duties to a customer under section 452.133 (1) of the Wisconsin statutes.

CONFIDENTIALITY NOTICE TO CUSTOMERS

The Firm and its Agents will keep confidential any information given to the Firm or its Agents in confidence, or any information obtained by the Firm or its Agents that a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

1. Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see "definition of material adverse facts" below).
2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its Agents is aware of what specific information you consider confidential, you may list that information below or provide that information to the Firm or its Agents by other means. At a later time, you may also provide the Firm or its Agents with other information that you consider to be confidential.

CONFIDENTIAL INFORMATION: _____

NON-CONFIDENTIAL INFORMATION (The following information may be disclosed by the Firm and its Agents): _____

(INSERT INFORMATION YOU AUTHORIZE TO BE DISCLOSED SUCH AS FINANCIAL QUALIFICATION INFORMATION)

SEX OFFENDER REGISTRY

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov/> or by phone at 608-240-5830.

DEFINITION OF MATERIAL ADVERSE FACTS

A "Material Adverse Fact" is defined in Wis. Stat. 452.01 (5g) as an adverse fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

An "Adverse Fact" is defined in Wis. Stat. 452.01 (1e) as a condition or occurrence that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

No representation is made as to the legal validity of any provision or the adequacy of any provision on any specific transaction.





MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Review and possible action relating to a Tentative Agreement with the Fort Atkinson Professional Police Association Local #40 and the City of Fort Atkinson

BACKGROUND

The City of Fort Atkinson has an Agreement with the Fort Atkinson Professional Police Association (FAPPA) in accordance with State Statutes ("Union Contract"). The current Union Contract expires at the end of 2022 and is attached to this memorandum for reference. In August, representatives from the Wisconsin Professional Police Association, the Fort Atkinson Police Department, City Staff, and the Finance Committee successfully negotiated a new Tentative Agreement for 2023 through 2025.

DISCUSSION

The Tentative Agreement is attached to this memorandum for review. Note that the FAPPA met on August 31st and unanimously approved the Tentative Agreement, which includes the following changes from the previous contract:

1. Article 6 – addition of remote appearance option for court appearances
2. Article 7 – Pay period language clean up to reflect current practice
3. Article 8 – Salaries:
 - a. New hires how must attend the Police Academy: \$22.00 for 2023-2025
 - b. Effective 1/1/23:
 - i. 1% increase for those up to 36 months of service
 - ii. 3% increase for those over 36 months of service
 - c. Effective 6/25/23: Additional 2% increase for those over 36 months of service
 - d. Effective 1/1/24: 3% increase for all (except those who have to attend Academy)
 - e. Wage reopener for 2025
4. Article 16 – Clothing allowance changes:
 - a. \$2,200 total for first 2 years reimbursed by City
 - b. \$750/year per officer reimbursed by City
5. Article 24 – Amendment to grievance procedure to allow 3 arbitrators if the WERC does not have 5 available
6. Article 29 – Term will be for 3 years (2023-2025)

FINANCIAL ANALYSIS

The estimated finance impact of the Tentative Agreement is \$76,500 over three years. Note that this does not include the impact of the 2025 wage re-opener.

RECOMENDATION

Staff recommends that the City Council approve the Tentative Agreement between the City of Fort Atkinson and the Fort Atkinson Professional Police Association Local #40 and authorize execution of the Agreement after final review by the Finance Committee, the City Manager, and the Police Chief.

ATTACHMENTS

Tentative Agreement 8/10/2022; Union Contract 2020-2022; and December 13, 2021 Memorandum of Understanding



TENTATIVE AGREEMENT

**FORT ATKINSON PROFESSIONAL POLICE ASSOCIATION
LOCAL #40
With the
CITY OF FORT ATKINSON
08/10/2022**

1) ARTICLE VI-EMERGENCY CALL-IN

New Section: 6.03 – Video Teleconference or Remote On-Line Live court appearances: Officers subpoenaed to court via video conferencing may attend online live court settings remotely if authorized by the court. Officers who choose to attend remotely will be reimbursed as follows: One (1) hour minimum at time and one-half for officers who attend court remotely away from the police department or court assigned location via a video conference or on-line live format. (Example: home or vacation) Officers who choose to respond to the police department to attend an online court appearance will continue to receive pay as outlined within 6.01.

2) ARTICLE VII-PAY PERIOD

Amend to read: Salaries personnel payroll vouchers shall be prepared and paid bi-weekly. The biweekly salary amount shall be determined by taking the annual salary and dividing it by twenty-six (26) pay periods, 74.89 hours bi-weekly. ~~Periodically (estimated to be once every six (6) to seven (7) years), the City Clerk/Treasurer will adjust ahead the first paycheck date by one week to continue the practice of 26 pay periods.~~

3) ARTICLE VIII-SALARIES

8.01- Effective January 1, 2023, and through the life of this Agreement, new hires who must attend the Police Academy shall be paid \$22.00 per hour.

Effective January 1, 2023, the salary schedule shall be amended (1% increase for Patrol Officers between 0 and 36 months: 3% increase for Sergeants, Detectives, and Patrol Officers over 36 months of service)

Effective on June 25th, 2023 the salary schedule shall be amended (an additional 2% increase for Sergeants, Detectives, and Patrol Officers over 36 months of service)

Effective January 1, 2024, the salary schedule shall be amended (3% increase)
For salaries effective January 1, 2025, the City and the Association agree to a wage reopener for all union members who have completed the academy. The parties agree to a meeting which will be scheduled by August 15, 2024 to discuss salaries for the year 2025. Information will be exchanged on positions of the parties for wages. The information may

include, but will not be limited to, consumer price index for the prior 12 months, shared revenue, net new construction, comparable settlements, comparable arbitrations, and other pertinent data. If an impasse develops, either party may use the impasse procedure as outlined in Wisconsin Statutes 111.77.

4) ARTICLE XVI-CLOTHING ALLOWANCE

Amend: 16.01 – The total purchases of the initial two (2) years for a police officer are not to exceed ~~\$1,500~~ \$2,200 and will be reimbursed by the City after the employee provides proof of payment and product. If employment is terminated within this period, the employee shall reimburse the City as follows: 1st year – 50%.

16.02 – An allowance of ~~\$45.83~~ \$62.50 per month is to be granted for the balance of the calendar year following the first twenty-four (24) months of service for all Patrol Officers (uniformed or in plain clothes) and Sergeants. Thereafter, at the beginning of each calendar year, the amount of seven hundred and fifty ~~six hundred~~ dollars (~~\$600.00~~750.00) shall be credited to be used to purchase uniforms, shoes, work-out clothing (\$75.00 maximum per year per officer) and other equipment, including duty weapons per the Department specifications. ~~credited~~. All other purchases must be authorized items of uniform apparel or equipment.

16.03 – Any unused amounts shall carry over into the following year. No allowance hereunder shall be overdrawn. No changes in clothing shall be made in the term of this Agreement without consent of both parties.

~~Each employee may request that his clothing account be billed for an amount of \$150.00, this amount to be used for cleaning of uniform items only.~~

16.04 – Any personal items or clothing necessary to the performance of the employee's duties which may become damaged in the line of duty, will either be replaced or repaired at the City's expense, upon submitting a claim on the proper form, if not reimbursed through other means. This reimbursement shall not exceed: watch at \$100.00; eyeglasses at \$100.00; total loss from one incident not to exceed \$200.00. ~~Purchase of physical fitness wearing apparel shall be limited to \$75.00 per year per officer.~~

16.05 – The Department will purchase ballistic vests and issue to members based on need. The Department will purchase and replace officer vest in accordance with NIJ standards and best practices. Vests purchased by the Department shall remain property of the Department.

5) ARTICLE XXIV-GRIEVANCE PROCEDURE

Amend to add the sentence: If the WERC does not have five (5) arbitrators available, a panel of three (3) will be requested.

6) ARTICLE XXIX-DURATION

This is a 3-year agreement, 2023-2025, with a wage reopener in year 2025.

Agreement between the

CITY OF FORT ATKINSON

and the

FORT ATKINSON PROFESSIONAL POLICE
ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2020-2022

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ARTICLE I - PURPOSE OF AGREEMENT

This agreement is made and entered into by the City of Fort Atkinson, Wisconsin, a municipal corporation and municipal employer, hereinafter referred to as the "City" and the Fort Atkinson Professional Police Association, hereinafter referred to as the "Association" pursuant to the provisions of Chapter 111.70, 111.77, and 111.90, and subject to the sections of the Wisconsin Statutes as may be pertinent hereto.

It is the purpose of this Agreement and desire of both parties of this Agreement to reach an amicable understanding with respect to the employer/employee relationship which exists between them, and to enter into a complete agreement covering rates of pay, hours of work, and conditions of employment to allow the employer to operate and manage its affairs as efficiently as possible.

The City and the Association agree that there shall be no discrimination against any employee's covered by this Agreement because of an employee's membership or activities on behalf of the Association or lack of membership or activity on behalf of the Association.

ARTICLE II - RECOGNITION

The City of Fort Atkinson hereby agrees to recognize the Fort Atkinson Professional Police Association as the sole and exclusive collective bargaining representative of hours, wages and other conditions of employment pursuant to the certification of the Wisconsin Employment Relations Commission for the following employees:

All employees of the City of Fort Atkinson Police Department having the power of arrest, including Patrol Officer and sergeant, but excluding the Chief of Police, Lieutenants, meter maids, office-clerical employees, confidential employees, other supervisory employees and all other municipal employees of the City of Fort Atkinson.

ARTICLE III - MANAGEMENT RIGHTS CLAUSE

The Association recognizes the prerogatives of the employer to operate and manage its affairs in all respects in accordance with its responsibility and in the manner

1 provided by law, and the powers of authority which the Employer has not specifically
2 abridged, by other provisions of this Agreement are retained as the exclusive prerogatives
3 of the employer. Such power and authority, in general , include, but are not limited to the
4 following: the right to plan, direct and control the operation of the work force; to
5 determine its general business practices; to utilize personnel efficiently and flexibly; to
6 determine the size and composition of the work force; to make assignments of jobs; to
7 promote, layoff, transfer, discipline, discharge, or demote employees, to determine
8 qualifications and competency of employees; to establish and enforce rules of conduct; to
9 introduce new or improved methods of operations of work practices; to schedule
10 overtime; to create new positions; to terminate, modify or consolidate existing positions;
11 to determine and uniformly enforce standards of performance, subject to the express
12 provisions of this contract.

13 To the extent that the above rights are specifically limited by provisions of this
14 Agreement, alleged violations are subject to the grievance procedure.

15 It is agreed that the enumerations above or management prerogatives shall not be
16 deemed to exclude other management prerogatives not herein specifically enumerated.

18 ARTICLE IV - HOURS

19 4.01 - Work Week: A normal work day for personnel shall consist of an eight (8)
20 hour day or shift and include a lunch period of one-half (½) hour, during which the
21 officer shall be subject to call.

22 A normal work cycle for shift personnel shall consist of a twenty-seven (27) day
23 period during which they shall be allowed nine (9) days off. It shall be: (6-3)

24 When shift personnel are scheduled to have two (2) days off, those days off shall
25 commence at the end of their final working shift and continue for 64 consecutive hours.
26 When the shift personnel are to have three (3) days off, those days off shall commence at
27 the end of their final working shift and continue for 88 hours. When shift personnel are
28 required to interrupt those hours of time off, they shall be compensated at time and one-
29 half for any shift said personnel work wherein the above-stated hours of time off are
30 interrupted.

1 4.02 - Rotating Shifts:

- 2 1. Shifts shall be selected in four (4) month periods. Shift selection shall be
3 by seniority and shall be selected annually at least thirty (30) days prior to
4 the subsequent year.
5 The number of personnel on each shift shall be designated by the Chief of
6 Police and posted prior to the selection process.
7 2. If the City elects to maintain more than three (3) regularly schedule shifts,
8 employees may bid for additional shifts, subject to Section 4.02 (1).
9 3. Sergeants shall not be eligible to bid for swing or relief shifts.
10 4. It is fully understood by both parties that temporary shift reassignments
11 may be necessary from time to time due to emergencies, leaves of all types
12 and personnel problems.
13 5. No bargaining unit employees covered under this agreement will be
14 scheduled to work dispatch duties.

15 4.03 - Any police officer who is ordered to work a shift of hours other than one of
16 those regularly scheduled shifts under 4.02 shall be paid at the overtime rate for all time
17 worked outside of the regularly scheduled shifts that are selected annually.

18 4.04 - Officers not assigned a 6 - 3 work week may be assigned to a 5 - 2, 5 - 2,
19 4 - 3, or a 5 - 2 work schedule not to exceed 1947 hours annually.

20 4.05 - Employees shall be permitted to trade work days with other full-time
21 employees, provided that no overtime is incurred, and the proper forms are completed by
22 the employees involved and approved by the Chief of Police or his designee.

23
24 ARTICLE V - OVERTIME

25 5.01 - Eligible employees shall be compensated at the rate of time and one-half
26 for authorized hours worked in excess of the scheduled work day or standard work week.
27 However, authorized time spent by employees beyond normal hours to upgrade job skills
28 (training) and boat patrol shall be compensated at straight time, or compensation time at
29 the Police Chief's discretion. Members of the Bargaining Unit shall choose either
30 compensatory time or overtime pay for overtime hours worked. Compensatory time may
31 be chosen only with the approval of the Chief or his designee. The Chief's decision is

1 final, binding, and non-grievable. Training outside normal working hours shall be limited
2 to forty (40) hours per employee year. All overtime compensation must comply with
3 FLSA regulations. Compensatory time off shall not exceed two hundred forty (240) hours
4 of accumulation.

5 In all instances where hire back overtime is foreseeable when the monthly
6 schedule is posted, officers shall be allowed to sign up for said overtime on a seniority
7 basis, with the following restrictions:

- 8 1. Will not apply to emergency overtime.
- 9 2. Overtime must be signed up for within five (5) days of posting.
- 10 3. If no officer signs up for the posted overtime, the officer lowest in the
11 seniority, not on a regular day off, will be mandatorily assigned to work.

12 In cases where sick time occurs after the monthly schedule is posted and no swing
13 officer is utilized to cover the illness, the vacant shift(s) will be filled by
14 seniority with officers already scheduled to work the adjoining shift(s). If
15 the officers working the adjoining shift(s) are already working twelve (12)
16 hours that portion of the vacant shift will be offered by department
17 seniority. In no case shall the swing shift officer be required to change
18 their work schedule with less than four (4) hours' notice.

19 Any officer assigned to the position of Drug Investigator will not be assigned
20 overtime except as a last resort.

21 Compensatory time earned pursuant to this section, but not taken by November 30
22 of any year will be paid at the rate at which it was earned on the pay period nearest
23 December 15. Employees will have the option to request a compensatory time payout on
24 the pay period nearest June 15. In no event will any employee forfeit pay for
25 compensatory time not taken.

26 5.02 - Employees shall receive sixteen (16) hours off between the end of a
27 regularly scheduled shift and the commencement of their next regularly scheduled shift
28 with the following exceptions:

- 29 1. No overtime will be paid for work within said sixteen (16) hour period
30 necessitated by: (a) voluntary shift changes, training time or tri-annual
31 shift changes as provided in Article IV, Section 4.02; (b) the training time

1 exemption applies only to that officer attending said training; and (c)
2 changes in schedules necessitated by illness of fellow employees or other
3 emergencies.

4 In computing the start of sixteen (16) hour period, overtime hours worked at the
5 end of the regularly scheduled shift shall not be considered. Employees will be
6 compensated at the rate of time and one-half their normal hourly rate for hours worked
7 within said sixteen (16) hour period unless accepted above.

8 Nothing in this subsection shall be construed as limiting the eligibility of any
9 employee for overtime under Section 5:01.

10 11 ARTICLE VI - EMERGENCY CALL-IN

12 6.01 - Emergency Call-In: Employees authorized and required to return to the
13 work site to perform vital services at times other than normal working hours shall receive
14 a minimum of two (2) hours pay at time and one-half.

- 15 1. No officer shall be ordered in for overtime within less than eight (8)
16 hours from their previous shift, except in an emergency.
17 2. No officer shall be ordered in if they are on approved leave, except in
18 an emergency.

19 6.02 - Court Time: Officers scheduled for Court appearance, and not notified of
20 the cancellation prior to scheduled appearance shall be paid as follows:

- 21 A. Appearance: Officers shall not be required to return to the police
22 department to work in order to receive the pay stated in 6.01.
23 B. Day Off: Two (2) hours straight time if not notified of the
24 cancellation by the end of Court business hours of the
25 preceding day.
26 C. Work Day: One (1) hour straight time if not notified of the cancellation by
27 the end of Court business hours of the preceding day.

28 6.03 - Field Training Officers - A Field Training Officer actively training a new
29 Officer will be compensated at \$2.00 per hour.

1 ARTICLE VII - PAY PERIOD

2 Salaries personnel payroll vouchers shall be prepared and paid bi-weekly. The
3 biweekly salary amount shall be determined by taking the annual salary and dividing it by
4 twenty-six (26) pay periods, 74.89 hours bi-weekly. Periodically (estimated to be once
5 every six (6) to seven (7) years), the City Clerk/Treasurer will adjust ahead the first
6 paycheck date by one week to continue the practice of 26 pay periods.

7
8 ARTICLE VIII - SALARIES

9 8.01 -

10 Effective January 1, 2020, the following salary schedule shall be implemented (3.5%)

11 New hire that must attend the Police Academy: \$21.00

	0-6 Mos.	6-18 Mos.	18-36 Mos.	36 Mos.
12 Patrol Officer	\$27.8465	\$29.0070	\$30.2067	\$31.4364
13 Sergeant	\$33.4853			
14 Detective	\$32.9885			

15
16
17 Effective January 1, 2021 the following salary schedule shall be implemented (1.5%):

18
19 New hire that must attend the Police Academy: \$21.315

	0-6 Mos.	6-18 Mos.	18-36 Mos.	36 Mos.
20 Patrol Officer	\$28.2642	\$29.4421	\$30.6598	\$31.9078
21 Sergeant	\$33.9876			
22 Detective	\$33.4833			

23
24
25 Effective November 1, 2021 the following salary schedule shall be implemented (1.00%):

26
27 New hire that must attend the Police Academy: \$21.5281

	0-6 Mos.	6-18 Mos.	18-36 Mos.	36 Mos.
28 Patrol Officer	\$28.5468	\$29.7365	\$30.9664	\$32.2269
29 Sergeant	\$34.3275			
30 Detective	\$33.8181			

1 For vacation purposes, a day shall be consistent with the normally scheduled work
2 day.

3 Vacation accumulation starts with the first day of employment.

4 Employee vacation eligibility shall be computed on an anniversary date basis and
5 partial amounts shall be prorated for each calendar year.

6 Vacation leave shall not be cumulative and personnel shall take earned vacation
7 within one year following the date earned except that the City Manager or his authorized
8 representative will allow earned vacation time to be carried over and used by April 30th
9 of the following year, if an employee gets prior consent or it is for the best interest of the
10 City. Vacation carry over shall not exceed 10 days.

11 Employees, when separated from City employment, will be compensated at their
12 regular salary for earned and unused vacation accumulated to their credit.

13 The Chief of Police shall schedule vacations, giving due consideration to seniority,
14 rights, the needs of service, and the remaining staff to perform the necessary duties of the
15 Department.

16 ARTICLE XI - LONGEVITY

17 11.01 - Longevity is to be paid all full-time officers at a rate as follows:

18 2 years of employment \$ 75.00 annually
19 3 years of employment \$ 100.00 annually
20 5 years of employment \$125.00 annually
21 7 years of employment \$175.00 annually
22 9 years of employment \$225.00 annually
23 13 years of employment \$325.00 annually
24 17 years of employment \$425.00 annually
25 20 years of employment \$525.00 annually
26 25 years of employment \$625.00 annually
27

28 Employees shall receive longevity pay under the above schedule after completion
29 of the described years of City employment. Years of employment must be complete (full)
30 years of service computed as of December 1 each year. Payment shall be made in a
31 separate check on or near the December 15 pay day each year.

32 11.02 - In the event of termination of employment during a calendar year, the
33 longevity payment shall be prorated on a monthly basis in the year of termination.
34

1 ARTICLE XII - HOLIDAYS/PERSONAL DAYS

2 All full-time employees shall be granted the following ten (10) paid holidays:

3 New Year's Day July Fourth Thanksgiving Day Christmas Day
4 Easter Sunday Labor Day Day after Thanksgiving
5 Memorial Day Veteran's Day Christmas Eve Day
6
7

8 1. In lieu of being granted a holiday off with pay, shift employees who work
9 on the holiday shall receive twelve (12) hours holiday pay at straight time. Shift
10 employees who do not work shall receive eight (8) hours pay at straight time. Payment
11 for holidays shall be made in the pay period in which the holiday occurs. Employees shall
12 have the choice to allow the Holiday to be taken as pay or added to the employee's comp.
13 bank.

14 To receive holiday pay, an employee must have worked or be on authorized leave
15 with pay, the days preceding and following the holiday.

16 If one of the holidays falls during an employee's vacation, the employee shall be
17 paid eight (8) hours Holiday pay.

18 2. Personal Days - In addition to the above holidays, each employee shall be
19 entitled to two (2) personal days off with pay. The employee must request and be granted
20 these personal days with due consideration to seniority rights, the needs of service and
21 the remaining staff to perform the necessary duties of the Department.

22 Personal days for new hire or terminating employees shall be prorated as follows:
23 Personal days shall be calculated as a percentage (%) of the number of full months
24 employed for the year multiplied by the personal days hours. For partial months of
25 service, employees must be employed a minimum of ten (10) days during the month to be
26 eligible for a full-month credit.

27 No employee covered under this agreement will be ordered to work overtime on a
28 holiday to accommodate granting extra days off on the designated holidays
29

30 ARTICLE XIII - SICK LEAVE

31 13.01 - All full-time employees shall earn and shall be granted sick leave with pay
32 at the rate of four (4) hours per pay period, accumulative to one hundred and twenty five
33 (125) days. An extended illness bank shall be established which allows employees to

1 bank 50% of their earned sick leave in excess of one hundred and twenty five (125) days
2 on an annual basis. Accumulation shall be twenty-four (24) days with no pay out. Banked
3 sick days may be used only when an individual sickness exceeds twelve (12) days.

4 Sick leave cannot be used until earned.

5 In order to be granted sick leave with pay, the employee must adhere to the
6 following:

7 (A) Report reason for absence from work promptly.

8 (B) Keep the City informed of his condition.

9 (C) Permit the City to make such medical inquiry or visit as it may determine
10 necessary.

11 (D) Submit doctor's certificate for an absence of more than three (3) working
12 days certifying as to inability to work unless excused by proper authority.

13 (E) An employee returning from any injury or serious illness of more than five
14 (5) working days may be required to furnish a doctor's certificate of ability
15 to work prior to his returning to work in order to safe-guard the health and
16 safety of the public and fellow employees.

17 When an insufficient sick leave balance remains to cover the absence of an
18 employee, the remainder shall be charged either to accumulated vacation or leave without
19 pay, at the employee's option.

20 While an employee is on paid sick leave, the accrual of sick leave and vacation
21 leave benefits shall continue during the period of convalescence. Employees shall be
22 allowed to use sick leave if they become ill on vacation (A doctor's certificate or other
23 evidence to support this sickness may be required).

24 Willful misuse of sick leave or the willful making of false reports regarding
25 illness shall subject the employee to disciplinary action and shall be considered just cause
26 for suspension, demotion or discharge.

27 Sick leave shall include absences from duty on a scheduled work day necessitated
28 because of illness in an employee's immediate family. Up to three (3) days leave with pay
29 shall be allowed per illness. "Immediate" family shall include an employee's spouse and
30 the children, mother, father, brother, and sister of the employee and his spouse.

1. Upon retirement or death of an employee, the City agrees to pay to the employee
2 or to the employee's beneficiary, an amount, in cash, less applicable taxes, equal to 100%
3 of the employee's unused accumulated sick leave. This percentage does not apply to any
4 sick leave in an employee's sick leave bank.

5 13.02 - Funeral Leave - The City will grant a leave of absence with pay to attend
6 and/or make arrangements for the funeral for up to three (3) days in case of a death in the
7 immediate family of a full-time employee. Immediate family is defined as father, mother,
8 husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law,
9 brother-in-law, grandparents, stepparents, stepchildren, spouse's grandparents,
10 grandchildren and spouses of children. The period of such leave of absence shall
11 commence on the date of death and terminate within ten (10) days. Any additional time
12 needed for funeral leave up to three (3) days shall be granted to an employee making such
13 request, but these additional days will be chargeable against accumulated sick leave.

14 On duty employees shall be allowed to attend the funeral service for the death of
15 an active police department employee.

16 13.03 - Leave of Absence: Employees must have a minimum of three (3) years
17 continuous service to be eligible for a written leave of absence.

18 Employees shall make written application for leaves to the Chief of Police and
19 shall, except in the case of illness or injury, make application ten (10) days prior to the
20 desired starting date of the leave.

21 Upon written application by the employee, the City, in its sole discretion, may
22 grant a leave of absence for any reason deemed acceptable to the City for a period not to
23 exceed ninety (90) calendar days.

24 The maximum accumulation under this paragraph shall be ninety (90) days and
25 granted only once during his employment with the City. The employee shall forfeit one
26 sick leave day for each leave of absence day not to exceed the total amount of
27 accumulated sick leave earned.

28 If an employee is granted a leave of absence and desires to have his/her insurance
29 coverage continued, he/she must pay the City, or make arrangements with the City
30 Finance Director for the payment of sufficient monies to pay the required contributions

1 into the health fund during the requested period of absence. The City's only obligations
2 shall be to make the deposits provided by the employee.

3 Should an employee overstay a leave, his employment shall be deemed to have
4 terminated unless an extension is granted for a serious personal reason.

5 6 ARTICLE XIV - RETIREMENT AGE

7 Retirement shall be in accordance with Wisconsin Statutes, Chapter 41, and
8 Sections 41.01 to 41.22, with respect to the Wisconsin Retirement Fund.

9 All employees shall be participants in the Wisconsin Retirement Fund. That
10 portion of the contribution which would, except for this provision, be contributed by the
11 employee shall be paid by the City in the name of the employee so that he may become
12 entitled to the separation benefits provided by the Wisconsin Statutes Effective January 1,
13 2019 the employees will pay 6.4% of the actuarially required Wisconsin Retirement
14 System contribution rate (or the "full" employee share, whichever is less) for the general
15 category employees. Effective January 1, 2021 employees will pay the full employee
16 share as required by the Wisconsin Retirement System, capped at 7.00%. Employees
17 hired after July 1, 2011 shall be required to pay the "full" employee share for general
18 category employees.

19 20 ARTICLE XV - INSURANCE PROGRAM

21 15.01 - Health Insurance: Full-time employees will be offered health insurance
22 provided by the City. The City shall pay 90% of the lowest cost plan. Beginning January
23 1, 2021, the city will pay 88% of the lowest cost plan. The City has established -a- 125
24 plan such that all employee premium co-payments are on a pre-tax basis.

25 15.02 - Life Insurance: The City shall maintain in full force and effect the present
26 plan of life insurance during the term of this agreement. The City shall contribute 50% of
27 the premium cost for said insurance coverage and the employees shall contribute the
28 remainder of the premium cost for said insurance.

29 15.03 - False Arrest Insurance: The City will continue to pay the entire cost of
30 insurance for officer's protection during the term of this Agreement.

31 The City may change the carrier provided the coverage is comparable.

1 15.04 - Health Insurance for Surviving Spouse: In the event of the death of an
2 employee in the line of duty, the City agrees to provide health insurance for the
3 employees spouse and dependent children for a period of six (6) months, subject to the
4 following conditions;

5 A. The City is not responsible for dependents that are not eligible for
6 coverage.

7 B. The City will cover any premium increase.

8 15.05 - Dental Insurance: Employees shall be provided the same Dental
9 Insurance coverage as other City Employees.

11 ARTICLE XVI - CLOTHING ALLOWANCE

12 The total purchases of the initial two (2) years for a police officer are not to
13 exceed \$1,500.00. If employment is terminated within this period, the employee shall
14 reimburse the City as follows: 1st year - 50%.

15 An allowance of \$45.83 per month is to be granted for the balance of the calendar
16 year following the first twenty-four (24) months of service for all Patrol Officers
17 (uniformed or in plain clothes) and Sergeants. Thereafter, at the beginning of each
18 calendar year, the amount of six hundred dollars (\$600.00) shall be credited. All
19 purchases must be authorized by the Chief of Police, and designated for purchase of
20 authorized items of uniform apparel.

21 Any unused amounts shall carry over into the following year. No allowance
22 hereunder shall be overdrawn. No changes in clothing shall be made in the term of this
23 Agreement without consent of both parties.

24 Each employee may request that his clothing account be billed for an amount of
25 \$150.00, this amount to be used for cleaning of uniform items only.

26 Any personal items or clothing necessary to the performance of employee's duties
27 which may become damaged in the line of duty, will either be replaced or repaired at the
28 City's expense, upon submitting a claim on the proper form, if not reimbursed through
29 other means. This reimbursement shall not exceed: watch at \$100.00; eyeglasses at
30 \$100.00; total loss from one incident not to exceed \$200.00. Purchase of physical fitness
31 wearing apparel shall be limited to \$75.00 per year per officer.

1 The Department will purchase ballistic vests and issue to members based on need.
2 The Department will purchase and replace officer vests in accordance with NIJ standards
3 and best practices. Vests purchased by the Department shall remain the property of the
4 Department.

5 Upon retiring or resigning from employment, employees shall reimburse the City
6 for clothing allowance purchases made in the last three (3) months of employment, unless
7 items purchased received prior approval by the Chief and are documented as a needed
8 equipment replacement.

10 ARTICLE XVII - SENIORITY

11 Seniority for the purpose of layoff and recall under this Article shall mean the last
12 date of hire in the Fort Atkinson Police Department. For the purposes of eligibility for
13 benefits under this Agreement, an employee's participation shall be determined by his
14 length of service as an employee of the City determined as of his last date of hire by the
15 City.

16 An employee shall be appointed to his position for a probationary period of one
17 (1) year. Employees being sponsored by the city to attend recruit school (Academy
18 Training) shall be appointed to his/her position for a probationary period of one (1) year
19 following the academy training. If the appointment is original, the probationary employee
20 may be discharged at any time during his probationary period at the discretion of the
21 Police Chief without further appeal. All officers who are promoted to Sergeant shall serve
22 a minimum of one (1) year probationary period.

23 An employee shall lose his seniority in the event:

- 24 (A) He retires, resigns, or is discharged;
- 25 (B) He is not recalled from a layoff for a period of two (2) years;
- 26 (C) He is recalled from a layoff and does not report for work within two (2)
27 calendar weeks after a notice of recall is sent to his last known address by
28 certified mail; or
- 29 (D) He does not return at the expiration of a leave of absence.

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ARTICLE XVIII - PERSONAL SAFETY PROVISION

In consideration of the personal safety of the employees the City shall maintain a minimum of two uniformed officers on patrol duty, except for unforeseen emergencies. It is agreed that officers will remain on duty until properly relieved.

ARTICLE XIX - AMENDMENT PROVISION

This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the City and the Association where mutually agreeable. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XX - SAVINGS CLAUSE

If any article or section of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section so indicated.

ARTICLE XXI - NO OTHER AGREEMENT

The City agrees not to enter into any other agreement written or verbal with the members of the Association individually or collectively which in any way conflicts with the provisions of this Agreement.

ARTICLE XXII - NO STRIKE CLAUSE

22.01 - The Association agrees, individually and collectively not to strike, slow down, engage in mass sick calls, or in any other manner impedes the full working efficiency of the City, including refusals to perform customarily assigned duties, including overtime.

1 22.02 - The Association shall neither cause nor counsel any or all of its members
2 to engage in the acts prohibited in Section 1.

3 22.03 - Participation by employees in the actions prohibited by Section 1 shall be
4 basis for disciplinary actions including discharge. In any arbitration proceeding involving
5 such disciplinary action, the only issue to be determined is whether the employee
6 participated in such prohibited activity.

7 22.04 - The acts prohibited by Section 1 are hereby deemed illegal and a violation
8 of this Agreement.

9 22.05 - In the event of any strike, slow down, mass sick call, interruption of work
10 or interference of operations of the City prohibited in this Article, the employer shall
11 notify the Association thereof and the Association shall give notice to the employees
12 involved that they are in violation of this Agreement and shall end such activity.

14 ARTICLE XXIII - COMPLETE CONTRACT

15 This Agreement constitutes an entire agreement between the parties and no verbal
16 statement shall supersede any of its provisions. The parties acknowledge that this
17 Agreement is the result of the unlimited right and opportunity afforded to each of the
18 parties to make any and all requests and proposals with respect to the subject of rates of
19 pay, hours of work, and conditions of employment and incidental matters respecting
20 thereto. Any matter which directly or indirectly related to wages, hours or conditions of
21 employment, or which relates to other matters, whether the same are specifically covered
22 by this Agreement or not, will be a subject for bargaining during the term of this
23 Agreement.

24 ARTICLE XXIV - GRIEVANCE PROCEDURE

25 The Grievance Procedure provided for in this Article shall apply only to
26 grievances involving the interpretation or application of a specific provision of this
27 Agreement. Time limits set forth herein shall be exclusive of Saturday, Sunday, and
28 holidays. Grievances required to be in writing shall state the specific provision or
29 provisions of this Agreement involved. Suspensions, demotions and discharges shall be
30 processed under Section 62.13, Wisconsin Statutes.

1 Both the employee and the employer recognize that grievances and complaints
2 shall be settled promptly and at the earliest possible stage, and therefore, agree that the
3 grievance processes must be initiated within ten (10) days of the incident or the grievance
4 shall be invalid.

5 Step 1: The employee and/or his representative shall submit the grievance in
6 writing to the Police Chief. The Police Chief shall attempt to make a mutually
7 satisfactory adjustment within ten (10) days.

8 Step 2: The grievance shall be considered settled in Step 1 unless within five (5)
9 days from the date of the Police Chief's answer, the aggrieved employee and/or
10 his representative shall submit the grievance in writing to the City Manager or his
11 designee. The City Manager may confer with the aggrieved employee and/or his
12 representative before making his decision and shall submit his written decision to
13 the aggrieved employee and/or his representative within twenty (20) days from
14 his receipt of the grievance.

15 Step 3: The grievance shall be considered settled in Step 2 above unless, within
16 ten (10) days from the date of the City Manager's or his designee's decision or last
17 date due, the aggrieved employee and/or his representative shall notify the City
18 Manager or his designee in writing that the matter is to be submitted to arbitration
19 and shall request the Wisconsin Employment Relations Commission to submit a
20 list of five (5) arbitrators.

21 Each party shall alternately strike two names from the list submitted by the
22 Wisconsin Employment Relations Commission, the employees having the first
23 strike. The name remaining shall be the arbitrator.

24 Each party shall share equally in the cost of the arbitrator. Each party, however,
25 shall bear its own costs for witnesses and all other out-of-pocket expenses,
26 including possible attorney's fees.

27 Upon completion of this review and hearing, the arbitrator shall render a written
28 decision as soon as possible to both parties which shall be final and binding upon
29 both parties. In making his decision, the arbitrator shall neither add to, detract
30 from nor modify the language of the Agreement. The arbitrator shall have no
31 authority to grant wage increases or wage decreases. The arbitrator shall expressly

1 confine himself to the precise issue(s) submitted for arbitration and shall have no
2 authority to determine any other issue not so submitted to him or to submit
3 observations or declarations of opinion which are not directly essential in
4 reaching the determination. In any arbitration award, no right of management
5 shall in any manner be taken away from the employer, nor shall such right be
6 limited or modified in any respect excepting only to the extent that this
7 Agreement clearly and explicitly expresses an intent and agreement to divest the
8 employer of such right.

9 Time limits provided for in this Article may be extended however, by
10 mutual consent of the parties.

11 12 ARTICLE XXV – DUES DEDUCTION

13 25.01 - Membership in the Association is not compulsory. An employee may join
14 the Association and maintain membership therein consistent with its constitution and
15 bylaws. No employee will be denied membership because of race, color, creed, or sex.
16 This Article is subject to the duty of the Wisconsin Employment Relations Commission
17 to suspend the application of this Article whenever the Commission finds that the
18 Association has denied any employee membership because of race, creed, or sex.

19 25.02 - The Association will represent all of the employees in the bargaining unit,
20 members and non-members, fairly and equally

21 25.03 - The employer agrees to deduct the amount of dues certified by the
22 Association from each employee that voluntarily signs a dues deduction form, from the
23 earnings of the employees affected by this Agreement and pay the amount so deducted to
24 the Association on or before the end of the month in which such deduction is made. In the
25 event that an employee shall not have sufficient earnings due him during the pay period
26 when dues or fees are normally withheld to equal or exceed the amount of the certified
27 deduction, no dues or fees shall be withheld and the City shall have no obligation to
28 subsequently withhold dues or fees that may have been for the month.

29 Authorization of dues deduction by a member may be revoked upon notice
30 in writing to the Employer, WPPA or to the Local Association and with the

1 understanding that the deduction will cease as reasonably as practical after receipt of
2 written notice of revocation.

3 25.04 – Liability: The Association shall indemnify and save the employer
4 harmless against any and all claims, demands, suits or other forms of liability which may
5 arise out of any action taken or not taken by the employer for the purpose of complying
6 with the provisions of the Article.

7 8 ARTICLE XXVI - RESIDENCY

9 An employee shall live within a twenty-five (25) mile radius from the Police
10 Department building. An employee shall conform to the residency requirement prior to
11 the completion of his probationary period.

12 13 ARTICLE XXVII - JURY DUTY

14 Any officer who is called for jury duty during his regular shift hours shall be paid
15 his regular wages. The compensation paid to such officer serving as a juror shall be
16 turned over to the employer excluding mileage.

17 In such case as the officer is relieved of jury duty prior to the completion of an
18 eight (8) hour segment on such working day, the officers will report to the Police Station
19 for assignment until completion of that eight (8) hour segment. The employer shall not be
20 responsible for time spent in excess of the eight (8) hour day.

21 Officers required to serve as jurors on their days off or non-working hours are
22 excluded from any coverage under this Section. Regular shifts shall not be changed to
23 avoid payment under this provision.

24 25 ARTICLE XXVIII - PROVISIONAL EMPLOYEE

26 The City shall be allowed to employ only one provisional Certified Police Officer
27 at a time. The total number of hours for which the City may employ any (all provisional
28 officers) may not exceed 600 hours total per year (not including training). The
29 Provisional Employees shall be paid at the hourly rate of a 0-6 month Police Officer on
30 the current salary schedule, when replacing a scheduled Police Officer. The employee is

1 to be part of the bargaining unit. Provisional Officer is to be paid 75% Officer's salary for
2 in-service and other training. Not to be counted towards 600 hour limit.

4 ARTICLE XXIX - DURATION OF AGREEMENT

5 The provisions of this Agreement shall become effective January 1, 2020 and
6 shall continue in full force and effect until December 31, 2022. In the event the parties to
7 this Agreement have not agreed to a new labor contract on or before December 31, 2022,
8 this Agreement shall continue in full force and effect until a new Agreement is reached.
9 Either party shall request in writing to the City its intent to modify the existing labor
10 agreement by August 1, 2022.

12 ARTICLE XXX - TRAINING PAY

13 Officers attending either voluntary or involuntary training shall be paid current
14 IRS business mileage rate per mile if they use their own vehicle, provided no department
15 vehicle is available. Officers will be paid straight time for all training time, including all
16 travel time, from the Fort Atkinson Police Department.

17 To accommodate training of four or more hours, there must be at least 7 hours off
18 time between the end of the employee's regularly scheduled shift and the subsequent
19 training assignment.

20 Annual in-service and required training for all Patrol Officers will be paid for by
21 the City of Fort Atkinson Police Department.

23 ARTICLE XXXI - EDUCATIONAL PAY

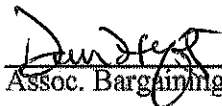
24 For employees pursuing an undergraduate degree in Police Science or Criminal
25 Justice, the employer agrees to pay \$250.00 per year towards the cost of tuition or books,
26 provided the employee attains a passing grade of "C" or better, or "pass" in a pass/fail
27 grading system.

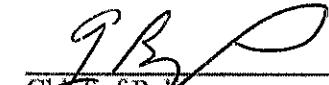
1 In witness whereof, the duly authorized representative of the parties hereto have
2 executed this Agreement on this...30th...day of December, 2019.


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4
5 CITY OF FORT ATKINSON

FORT ATKINSON
PROFESSIONAL POLICE
ASSOCIATION

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11 City Manager

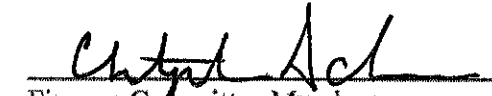

Assoc. Bargaining Committee

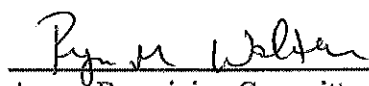
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14 Chief of Police

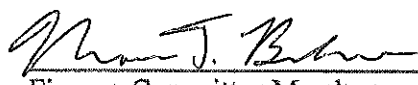

Assoc. Bargaining Committee

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17 City Council President


Assoc. Bargaining Committee

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22 Finance Committee Member


Assoc. Bargaining Committee

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26 Finance Committee Member


WPPA/LEER Bargaining Agent

FORT ATKINSON POLICE DEPARTMENT
PROMOTIONAL REGULATION

PROMOTIONS

1. The Chief of Police shall make all appointments and promotions in the Department subject to the confirmation of the Police and Fire Commission (State Statute 62.13[4]).
2. Officers making an application for the rank of Sergeant must have attained the classification of Patrol Officer I-(36 months).
3. Promotional notice shall be posted a minimum of ten (10) days prior to the written test. Signing the notice will signify an applicant's intention to apply for the promotion.
4. Officers eligible to compete for any promotion shall be given a promotional examination consisting of the following percentage values:
 - Qualified Written Test (State Bureau of Personnel) 25%
 - Must pass written test to take oral.
 - Professional Oral (Outside of Department) 25%
 - Performance (Merit) Rating (Supervisory Officers) 50%

Any promotion shall be made from one of the three (3) highest qualifiers.

NOTE: This procedure or any part may be eliminated if the number of applicants does not warrant the time or expense involved. Determination to be made jointly by the Chief of Police and the Police and Fire Commission after application date deadline has expired.

5. Any member promoted to the rank of Sergeant shall serve a one-year probationary period. Continuation in rank will depend upon the appointee's fitness for the performance of his duties as indicated by the progress evaluations of his superior officers.

Any person within the bargaining unit who has advanced to a higher classification may return to his old position without loss of benefits and/or seniority benefits rights within ninety (90) days from the day of promotion.

6. Any changes in the above promotional procedure shall not be made without adequate notification to the employee Association.

K-9 Memorandum of Understanding

The Fort Atkinson Police Department and FAPPA agree to the following implementation concepts related to the Fort Atkinson Police Working Dog Program (K9 Unit).

Commitment to Handler Position: Five years

Scope of Work: A canine handler/officer on the Fort Atkinson Police Department is first-and-foremost a patrol officer that responds to calls for service and conducts proactive patrol presence. The specialized training and equipment (canine) are intended to enhance the capabilities of the agency.

Hours of Work: The canine handler's default shift is 2nd shift or PM Power Shift (6:30p-2:30a). This is intended to have the canine resource on the street when the potential for contact with those who use and/or traffic drugs is the greatest. Flexibility is a must for community outreach events and working with community partners to put this resource where it can have the greatest impact (i.e. schools, demonstrations, etc.). Outreach events that require modifying the canine handler's hours of work will be made known to the handler at least seven (7) days in advance unless shorter notice opportunities are mutually agreeable.

Off Duty Compensation: The handler compensation is derived from a ½ hour per workday for handling, caring for, feeding, grooming, kennel cleaning, and other routine tasks associated with having a City owned canine at home. The ½ hour per work day equals 122 hours annually. The ½ hour per workday will be compensated as follows: The handler will be given 80 hours of K9 Comp to use during that year. The comp time must be used within the year and cannot be carried over or paid out. In extraordinary situations, any unused time may be carried over or converted (Carry over vacation or pay out) at the discretion of the Chief. The K9 Comp bank is separate from the normal officer comp time bank but the same procedures for use applies.

Additionally, to compensate the handler for the remaining 42 hours as well as care provided for the canine while on days/time off, the handler will be compensated \$117.70 K9 Differential Pay per paycheck.

If the canine handler is off work on a longer pre-approved leave which results in not being able to care for the canine, or is otherwise temporarily unable to care for the canine, the handler may: 1. Arrange for care of the canine at the handler's expense. or 2. Arrange for the canine to be kenneled at City expense.

The K9 Compensation Time and K9 Differential Pay is attached with the K9 Handler position. The pay and comp time compensation will not occur if there is no dog to handle or the officer is no longer assigned as a K9 handler.

Agency Responsibility: The canine will be the sole property of the City of Fort Atkinson Police Department. The City of Fort Atkinson will assume all liability for the Police Canine Unit and will indemnify the handler from liability resulting from proper performance of duties.

Provided Equipment: The handler will be assigned a specialized squad car equipped to accommodate the K-9. The K-9 Squad will be used as a take home vehicle to allow proper transportation of the K-9 to and from duty. Additionally, the handler will be allowed to use the squad for all transportation related to the care and handling of the K-9. The K-9 squad is not intended for personal use.

1 All costs associated with maintaining a Police Canine Unit, including equipment, food, veterinary costs,
2 kennel costs, certification, licensing, training and insurance will be funded by the City. The Chief or his/her
3 designee must approve, in advance all non-routine expenses to include veterinary costs.

4 Call out Procedure: The handler will not be contacted directly by an officer on the road for any off duty or
5 out of city call outs. A supervisor (Chief, Lt, Sgt or OIC) will approve requests for the canine unit
6 response. The "spirit" of this is to shield the handler from direct contact to reduce the frequency of off-duty
7 calls. It will also allow for supervisory input when the call will result in overtime or the officer being
8 deployed outside the jurisdiction.

9 Canine Training: The NAPWDA recommends 16 hours of training monthly. The handler will participate
10 in the 8-hour multi agency canine training held locally or at the sponsoring kennel each month. This 8-hour
11 training will be the officers "shift" that day. If that day falls on the handler's day off, the handler will
12 coordinate a day off switch with the Lt responsible for scheduling to eliminate or reduce overtime. The
13 other 8 hours of training will be conducted while the handler is on duty but will not detract from patrol
14 operations or responding to calls. It is understood that additional kennel sponsored training may be needed
15 in the first year to ensure proper skills are retained by the dog and handler. The handler will maintain canine
16 certification (24 hours) as part of the existing allotment of training days/funds for each sworn officer.

17 Canine Retirement: When the canine is retired (at the end of its effective working life, as determined by the
18 Chief, or his/her designee), the City must offer the canine to its handler for \$1.00. If an officer ceases to be
19 a canine handler (voluntarily or otherwise) during the effective working life of the canine, the Chief or
20 his/her designee, will determine the disposition of the canine.

21 Collective Bargaining Agreement: All other terms and conditions of the labor agreement shall apply. This
22 MOU will be in effect until the next collective bargaining negotiations at which time it can be reviewed by
23 both parties.

24 FLSA: The City of Fort Atkinson Police Department and the FAPPA, to include the assigned handler agree
25 that this Memorandum of Understanding is fair and reasonable. Both parties agree that this MOU is a good
26 faith effort to comply with FLSA guidelines that govern compensation for canine handler duties.

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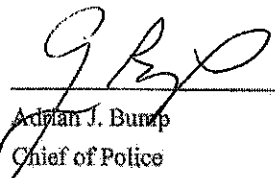
37

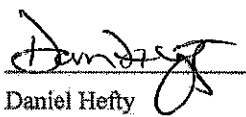
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 1-02-2020
Adrian J. Bump Date
Chief of Police

 12/31/19
Daniel Hefty Date
FAPPA Union President

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Memorandum of Understanding

City of Fort Atkinson and

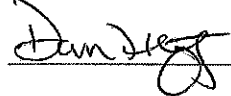
Fort Atkinson Professional Police Association

As a result of the negotiation for the 2020-2022 labor agreement between the City of Fort Atkinson and the Fort Atkinson Professional Police Association, the following items have been agreed to by the parties:

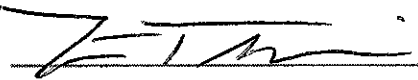
The parties agree to a meeting which will be scheduled by August 15, 2021 to discuss reopening Article V1-Salaries for the year of 2022. Information will be exchanged on positions of the parties for wages. The information may include but not be limited to Consumer Price index, shared revenue, net new construction, comparable settlements, comparable arbitrations and other pertinent data. If an impasse develops, either party may use the impasse procedure as outlined in Wisconsin Statutes 111.77.

Dated this 30th day of December, 2019.

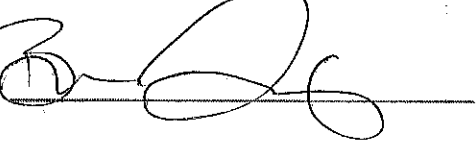
POLICE OFFICER'S ASSOCIATION



CITY OF FORT ATKINSON



POLICE OFFICER'S ASSOCIATION



WISCONSIN PROFESSIONAL POLICE ASSOCIATION



Memorandum of Understanding
Between the
City of Fort Atkinson and
Fort Atkinson Professional Police Association

Whereas; As a result of the negotiations for the 2020 – 2022 labor agreement between the City of Fort Atkinson and the Fort Atkinson Professional Police Association, it was agreed that a wage reopener would be discussed and negotiated for 2022 wages. The city has proposed a 2.0% ATB wage increase.

Whereas; the 2022 wage scales (Appendix A) shall be amended to read as follows:

January 1, 2022

ARTICLE VIII-SALARIES-2.0% ATB

The following hourly wage rates shall be in effect as of the date set forth below.

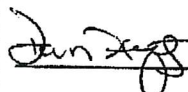
New hire that must attend the Police Academy: \$21.9587

	<u>0-6 Mos.</u>	<u>6-18 Mos.</u>	<u>18-36 Mos.</u>	<u>36 Mos.</u>
Patrol Officer	\$29.1177	\$30.3312	\$31.5857	\$32.8714
Sergeant	\$35.0140			
Detective:	\$34.4945			

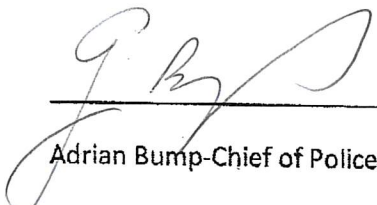
Whereas; All other terms of the 2020-2022 Collective Bargaining Agreement will continue to apply. In Witness Whereof, the parties hereto have executed this agreement on this the 13th day of December 2021.




Rebecca LeMire-City Manager



Dan Hefty-President



Adrian Bump-Chief of Police



Jim Schumitsch-WPPA



MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

FROM: Andy Selle, City Engineer, Paul Christensen, Wastewater Utility Supervisor, Kevin Berg, Donohue

RE: Review and possible action related to Wastewater Treatment Plant – Phase 2 improvements project change order 5 – Aeration Equipment Substitution

BACKGROUND

The Phase 2 Improvements project at the wastewater treatment plant (WWTP) includes the procurement and installation of new fine-bubble aeration equipment in Aeration Basins 1 and 4, and Aerobic Digesters 1, 2, and 3. These systems are critical to the treatment of wastewater and the stabilization of biosolids at the facility.

The selected manufacturer of the equipment has gone out of business as of early August 2022. The Contractor has engaged an alternate supplier that can meet the project specifications. The cost of equivalent equipment has increased since bidding in March 2021 – resulting in the need for a change order to make up the cost differential. The Contractor has submitted a request for a change of \$28,184 to address this issue.

A change of this value requires Council review and approval to move forward.

DISCUSSION

Three manufacturers were included in the design specifications, all with a history of producing this type of equipment. All firms produce a similar product, and were specified as equal options to the bidding general contractors. Aquarius, the manufacturer that has gone out of business, was listed as the “A-manufacturer” serving as the basis of the design and bid. Aquarius was a reputable, Wisconsin-based company that had successfully delivered this size project on many other Donohue designs, and was the current supplier of the existing equipment at the WWTP. The other listed manufacturers were Sanitaire and SSI, both of whom are very experienced and capable of providing a similar system to Aquarius.

The City opened bids in March 2021 and awarded the overall project to Staab Construction. It is important to note that the City's construction contract is executed with Staab directly, and does not include any reference to their suppliers, vendors, or subcontractors. As part of Staab's bid,

pricing was provided for all three manufacturers. The pricing consists of an equipment price provide to Staab and Staab's installation cost. The individual components varied in price significantly due to scope of supply differences. Staab's installation cost increased to cover these discrepancies and offer the City competitive pricing. Overall, the discount available to use a manufacturer other than Aquarius was not significant enough in value to warrant having multiple manufacturers of similar equipment in use at the same time. Aquarius was selected by the City to provide the specified equipment at the bid price.

46 51 33	Flexible Membrane Disc Diffusers	(A) Aquarius Technologies, Inc.	\$ 124,500	\$ 178,000
		(B) Sanitaire	\$ 93,000	\$ 170,000
		(C) Stamford Scientific International Inc	\$ 86,415	\$ 165,000
		(no substitute permitted)		

Summary of bid prices from March 2021

Staab and Aquarius proceeded with the scope of the project throughout 2021, developing final, approved shop drawings (detailed production drawings) in August 2021. The equipment was not delivered to the site at that time as storage through the winter can be difficult for rubber and PVC components and the work to install this equipment would proceed through the spring and summer of 2022.

Aeration Basin 4 was taken down in June 2022 to complete this work. Leading up to this point, Staab had requested delivery of the equipment several times, and been given shipping and delivery dates. These dates were repeatedly delayed reporting "supply-chain issues." Staab proceeded with their work in the basins in preparation for installation of the other equipment.

The Contract allowed 5 weeks total time to complete the work once the basin was out of service. Staab repeatedly contacted Aquarius to determine the timing of equipment delivery as the available timeframe to complete the work elapsed. Work extended an additional 3 weeks based on the available information for anticipated delivery. After 8 weeks, further communications were delayed or no response was received.

As communication deteriorated, Donohue began contacting William-Reid, the local sales representative for Aquarius, to determine the status of Aquarius as a company. William-Reid indicated they were having issues communicating with Aquarius as well. These discussions occurred through late June and early July 2022.

In late July, Staab indicated that Aquarius would not fulfill their contract for delivery of the equipment and would be ceasing operation. Staab requested updated proposals from the other companies specified (Sanitaire and SSI), along with one other reputable supplier, EDI.

Pricing is summarized here. The values indicated are the current equipment pricing, along with the increase relative to the Aquarius bid price in 2021. Staab indicated their installation costs will not change from the bid.

SSI	\$148,750	(+24,250)
Sanitaire	\$173,000	(+48,500)
EDI	\$184,400	(+59,900)

The increases in costs are attributed to general inflationary price increases, as well as specific increases within the rubber, PVC, and stainless steel markets.

With input from Donohue, City staff selected SSI as the alternate supplier of the equipment.

FINANCIAL ANALYSIS

The net impact to the project is an overall increase of \$28,184 (see attached change order proposal from Staab). This change is made up of several parts:

Remove Aquarius materials	DEDUCT	\$124,500
Add SSI materials	ADD	\$148,750
Contract eligible equipment markup by GC (15% of net equip.) ¹	ADD	\$3,638
Bonding modifications (approximately 1% of change)	ADD	\$296
Overall Net Change	ADD	\$28,184

¹The Contractor is entitled to a 15% markup as part of the contract per General Condition Article 11.07.C.2.a, as it pertains to a Contractor's supply of equipment and materials. This value represents the net markup applied the differential of \$24,250 resulting from the cover scope of supply price differences.

As of August 2022 – the project has enacted formal changes totaling \$280,416. Pending changes (agreed-to but not yet formalized in a change order) include both additive and deductive items of similar value.

Enacted Changes	\$280,416.00
Proposed Adders	\$102,544.00
<u>Proposed Deducts</u>	<u>(\$126,830.00)</u>
Net Projected Changes	\$256,130.00

Based on the proposed changes above, and including this request, the remaining value of the contingency is \$413,120, or about 62% of the original contingency. The project is approximately 71% complete as of the most recent pay application.

RECOMMENDATION

Staff recommends that Council move to approve Change Order 5 to the Phase 2 WWTP Improvements project in the amount of \$28,184 as presented.

ATTACHMENTS

Staab Construction - Change Order Estimate No. 21 Pricing summary



Staab PM Change Order Estimate

KEVIN BERG
DONOHUE & ASSOCIATES INC
3311 WEEDEN CREEK ROAD
SHEBOYGAN, WI 53081

File: 4611- CO
Date: 08/23/2022
Project: 4611- FORT ATKINSON WWTF
Re: Cost to change F.B Aeration Supplier from Aquaruis to SSI

PCO: 21 PCO Item #: 1

Phase	Description	Comments	Qty	UM	Material	Indirect	Rent	Hours	Rate	Labor	Sub	Equip	Totals
465136- -	Aeration Equipment - Fine Bubble, New		0	EA								24,250	24,250
	Total Cost											24,250	24,250
	Percent Margin											15.00%	
	Margin											3,638	3,638
	Contract Price Sub-Total											27,888	27,888
12200- -	BONDS												296
	Contract Price Total												28,184

Clarifications / Exceptions:

Leon Haffenbredl

Digitally signed by Leon Haffenbredl
DN: cn=Leon Haffenbredl, o=Staab
Construction Corporation, ou,
email=Leon.Haffenbredl@staabco.com, c=US
Date: 2022.08.23 10:29:29 -0500

Project Manager: _____

LEON HAFFENBREDL leon.haffenbredl@staabco.com
p. 715-387-8429201 f. 715-384-4846

The contract completion date to be increased

TBD

calendar days.

Price subject to change after 30 days.



MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

FROM: Andy Selle, City Engineer, Paul Christensen, Wastewater Utility Supervisor, Kevin Berg, Donohue

RE: Review and possible action related to Wastewater Treatment Plant – Phase 2 improvements project change order 6 – Influent Wastewater Valve Body Replacement

BACKGROUND

The Phase 2 Improvements project at the wastewater treatment plant (WWTP) included the refurbishment of existing ductile iron plug valves in the raw wastewater piping. These valves are original to 1971, but appeared to be in good condition at the time of design, aside from known difficulties operating the valves. Replacement of the rotating assembly while reusing the existing housing bodies was included in the design as a cost saving measure at the time of bidding. There was no reasonable way to isolate or inspect the valves to determine their exact condition at the time of design.

The valves were isolated by the Contractor as part of the influent bypass in late August 2022. The local manufacturer's representative inspected the valves as the intimal step in replacing the rotating components. That inspection indicated the valve bodies are corroded from their long service time (approx. 50 years) and would not provide drip-tight shutoff if refurbished. These valves are used to isolate flow metering and pumping equipment, so drip-tight shutoff is critical to their usefulness at the facility.

The Contractor has submitted a request for a change to the Contract to address this issue by procuring new valve bodies, combining them with the rotating assemblies already procured as part of the project, removing the existing valves, and installing the new valve assemblies in their place. This will provide the level of service that is required for these valves in their critical location in the facility.

We recommend these changes proceed on a time and materials basis. Staab has provided an estimated value of the change at \$70,314. The value of the materials about \$36,000, and Staab has estimated the effort at about 280 hours of labor. This total includes setup/takedown of all rigging and equipment to facilitate the change, as well as direct labor to remove and install the valves. Staab confirms this change is provided as a cost not-to-exceed on a time and material

basis. Donohue and the City will track the labor hours actually required to complete the work, and Staab's cost will not exceed \$70,314 without prior authorization from the City accompanied by reasonable justification from Staab.

DISCUSSION

The existing DeZurik eccentric plug valves are located in the vertical raw wastewater discharge pump piping. There are six, 16-inch valves in this area, original the 1970s construction of the facility. The valves isolate the in-line magnetic flow meter, the flow meter bypass line, and the vortex grit removal discharge point. Four of the valves are shown in the image below.



Four of the valves are shown in this image – two similar valves are installed below the limits of this image.

The valves have been in continuous service since the 1970s, and cannot be effectively removed without a major bypass of the influent pumping system. This bypass is being provided as part of the Phase 2 WWTP Improvements project, allowing these valves to be serviced.

When the valve bonnet/plug assemblies were removed to be replaced, the installing contractor noticed the interior of the existing valve bodies were very corroded and would not provide drip-tight shutoff. They recommended replacement of the valve bodies entirely.



A corroded rotating assembly (left) and its replacement assembly (right).



*The corroded interior of a plug valve.
The corrosion present near the seat area (opening to the left) would result in unacceptable leakage.*

The project included replacement of the rotating assemblies, so the Contractor only needs to provide new valve bodies to be paired up with the rotating assemblies. The existing gear actuators are in working condition and do not need to be replaced.

The Contractor has sourced 6 valve bodies that are appropriate for the project. They comply with American Iron and Steel (AIS) requirements for state funding. Two of the bodies are available within 1-2 weeks, and the remaining 4 are available in 12-14 weeks.

The Contractor also investigated procurement of new valves that would be fully assembled at the factory. These valves would be available in approximately 15-17 weeks, and would require restocking of the already purchased rotating assemblies alongside the purchase of new valves. This option was significantly more costly than purchasing only the valve bodies and combining them with the rotating assemblies.

FINANCIAL ANALYSIS

The net impact to the project is an overall increase of up to \$70,314. The exact cost is unknown at this time, and will depend on the actual time required to remove and reinstall the valves. The change is proposed as a time and material/not-to-exceed price, meaning the Contractor will procure and itemize the required materials for the Work, and their efforts will be observed and recorded by the Owner/Engineer. The overall price of the work will not exceed \$70,314 without prior authorization from the City accompanied by justification from Staab.

The table below provides a summary of the anticipated time and materials.

Procure valve bodies	ADD	\$21,726
Add pipe accessory materials (gaskets, stainless bolt kits, etc.)	ADD	\$7,022
Add ductile iron pipe materials required by installation	ADD	\$2,800
Contract eligible equipment markup by GC (15% of net equip.) ¹	ADD	\$4,732
Demolition Labor (Remove 6 valves – 140 MH @ \$119/hr) ²	ADD	\$16,660
Installation Labor (Install 6 valves – 140 MH @ \$119/hr) ²	ADD	\$16,660
Bonding modifications (approximately 1% of change)	ADD	\$714
Overall Net Change (Approximate)³	ADD	\$70,314

¹ The Contractor is entitled to a 15% markup as part of the contract per General Condition Article 11.07.C.2.a, as it pertains to a Contractor's supply of equipment and materials. This value represents the net markup applied the differential of \$24,250 resulting from the cover scope of supply price differences.

² Hours for this work are estimated by Staab to provide a reasonable allowance to complete the Work. The actual amount of hours required to complete the Work will be observed and validated by City or Donohue staff.

³ The final value of this change is unknown at this time, and will be determined by the actual labor required for removal and reinstallation of the valves.

As of August 2022 – the project has enacted formal changes totaling \$280,416. Pending changes (agreed-to but not yet formalized in a change order) include both additive and deductive items of similar value.

Enacted Changes	\$280,416.00
Proposed Adders	\$172,858.00
<u>Proposed Deducts</u>	<u>(\$126,830.00)</u>
Net Projected Changes	\$326,444.00

Based on the proposed changes above, and including this request, the remaining value of the contingency is \$342,806, or about 51% of the original contingency.

RECOMMENDATION

Staff recommends that Council move to approve Change Order 6 to the Phase 2 WWTP Improvements project as a time and material change with a value not to exceed \$70,314. The exact value will be accounted and presented to the Council at a later date.

ATTACHMENTS

Staab change order request 23
Valve quotation from Dorner



Staab PM Change Order Estimate

KEVIN BERG
DONOHUE & ASSOCIATES INC
3311 WEEDEN CREEK ROAD
SHEBOYGAN, WI 53081

File: 4611- CO
Date: 08/31/2022
Project: 4611- FORT ATKINSON WWTF
Re: Cost to replace six, 16 in Plug Valve Bodies

PCO: 23 PCO Item #: 1

Phase	Description	Comments	Qty	UM	Material	Indirect	Rent	Hours	Rate	Labor	Sub	Equip	Totals
400506- -	Pipe Accessories Materials		1	LS	7,022								7,022
400519-005-	Exposed DI Pipe Materials		1	LS	2,800								2,800
400519-116-	16" Demo DI Pipe LBR		140	HRS				140	119	16,660			16,660
400519-516-	16 Flange DI Pipe LBR		140	HRS				140	119	16,660			16,660
400562-002-	Plug Valve Rehab	Allowance 16" Rehab Existing	1	LS	21,726								21,726
	Total Cost				31,548			280		33,320			64,868
	Percent Margin				15.00%								
	Margin				4,732								4,732
	Contract Price Sub-Total				36,280					33,320			69,600
12200- -	BONDS												714
	Contract Price Total												70,314

Clarifications / Exceptions:

Leon
Haffenbredl

Digitally signed by Leon Haffenbredl
DN: cn=Leon Haffenbredl, o=Staab
Construction Corporation, ou,
email=Leon.Haffenbredl@staabco.com, c=US
Date: 2022.08.31 06:20:13 -05'00'

Project Manager:

LEON HAFFENBREDL leon.haffenbredl@staabco.com
p. 715-387-8429201 f. 715-384-4846

The contract completion date to be increased

TBD

calendar days.

Price subject to change after 30 days.

DORNER QUOTATION

To: Staab Construction
Attn: Leon Haffenbredl
Ref: Fort Atkinson AIS Option

Date: 8/29/2022
Proposal No: Q1589dzst-1
Page: one of one
Industry Code: 9999

FOB: Factory
Terms: N30
Delivery: See Below

Make Order To: Dorner Company
N61 W23043 Silver Spring Dr.
Sussex, WI 53089

Phone No: (262) 932-2100 ext. 117
Fax No: (262) 932-2101

Sales Contact: Gordie Hoeft

Prepared By: Patrick Risko

Revision 1

Item	Quan.	Description	Unit Price	Total
1	6	16" DeZURIK PEC Eccentric Plug Valve, *VALVE BODY ONLY*, Cast Iron Body, Flanged Ends, for use with YXX Bonnet Assemblies. (AIS Compliant). Delivery: QTY (2) - 1-2 weeks; balance - 12-14 weeks	\$ 3,621	\$ 21,726
Total				\$ 21,726

Item	Quan.	Description	Unit Price	Total
1	4	16" DeZURIK PEF 100% Port Plug Valve, Flanged Ends, Cast Iron Body, NBR Packing, Chloroprene Plug Facing, USA Iron & Steel, G-Series Gear with Handwheel Operator. Model: PEF,16,F1,CI,NBR,CR,AIS*GS-12A-HD16 Delivery: 17 weeks	\$ 18,908	\$ 75,632
2	2	16" DeZURIK PEF 100% Port Plug Valve, Flanged Ends, Cast Iron Body, NBR Packing, Chloroprene Plug Facing, USA Iron & Steel, G-Series Gear with Chainwheel Operator. Model: PEF,16,F1,CI,NBR,CR,AIS*GS-12A-CW20 Delivery: 8 weeks	\$ 19,469	\$ 38,938
3	6	RESTOCKING FEE FOR YXX's	\$ 3,000	\$ 18,000
Total				\$ 132,570

Notes: Prices quoted are FOB Factory with freight pre-pay + add. Quote valid for 30 days. Delivery times are estimated and are not guaranteed.



MEMORANDUM

DATE: September 6, 2022

TO: Fort Atkinson City Council

FROM: Andy Selle, City Engineer, Paul Christensen, Wastewater Utility Supervisor Kevin Berg, Donohue

RE: Review and possible action related to Wastewater Treatment Plant – Phase 2 improvements project change order 7 – Primary Clarifier Floor Replacement Credit

BACKGROUND

The Phase 2 Improvements project at the wastewater treatment plant (WWTP) included removal and replacement of the grout topping on the floor of both primary clarifier tanks. The grout layer is typically about 2-3 inches thick and sits on top of the structural floor. The grout is installed with the mechanism rotating, so the bottom of the mechanism follows the floor closely. This work was included as Bid Alternate 2 which was accepted by the City at the time of bidding in March 2021.

After taking both clarifiers out of service and evaluating the condition of the floors, the recommendation was made to leave the floors intact. The overall condition was acceptable, with no areas of loose or deteriorating material identified. Comparison to historical photos in the 1993 improvements project indicated similar condition, confirming that no long-term degradation appears to be occurring.

The bid value of the alternate was \$42,000. Discussion with Staab indicates that no significant costs were incurred during the time of investigation, and the entire value of the Work will be returned to the City.

FINANCIAL ANALYSIS

The net impact to the project is an overall decrease of \$42,000.

As of August 2022 – the project has enacted formal changes totaling \$280,416 with pending changes anticipated to offset these adders. These changes include reconciliation of project allowances that are anticipated to go unused – returning funds to the project budget dollar-for-dollar.

Enacted Changes	\$280,416.00
Proposed Adders	\$172,858.00
<u>Proposed Deducts</u>	<u>(\$168,830.00)</u>
Net Projected Changes	\$284,444.00

Inclusion of this proposed change order along with all other pending changes results in a net addition to the project of \$284,444. The remaining value of the contingency is \$384,806, or about 57% of the original contingency.

RECOMMENDATION

Staff recommends that Council move to approve Change Order 7 to the Phase 2 WWTP Improvements, accepting the \$42,000 credit to the project.

ATTACHMENTS

Bid alternate summary from Contract Agreement

3. If a substitute is offered, Bidder has included the name of the Supplier and the amount to be deducted from the Bid price for the proposed substitute in the Base Bid (Type I) Material and Equipment Schedule in accordance with the Instructions to Bidders. Bidder agrees that the procedures for submission and consideration by Engineer for determining the acceptability of substitutes will be as set forth in the General Conditions and the Supplementary Conditions.

B. Base Bid (Type II) Material and Equipment:

1. Bidder has included in the Bid price, the installed cost of material and equipment furnished by Supplier A as named in the Base Bid (Type II) Material and Equipment Schedule, which is included at the end of this Bid Form.
2. Bidder has included the Supplier's price and the installed cost of each item for Suppliers A, B, and C in the Base Bid (Type II) Material and Equipment Schedule in accordance with the Instructions to Bidders.
3. If a substitute is offered, Bidder has included the name of the Supplier, the Supplier's price, and the installed cost for the proposed substitute in the Base Bid (Type II) Material and Equipment Schedule in accordance with the Instructions to Bidders. Bidder agrees that the procedures for submission and consideration by Engineer for determining the acceptability of substitutes will be as set forth in the General Conditions and the Supplementary Conditions.
4. Upon request by the Owner, the Bidder agrees to submit to the Owner a Supplier's price quotation.

C. ALTERNATES: Include the following alternates as described in Section 01 23 00:

Alternate 1 – Odorous Air Unit, Foundation and Screening Fence

☒ Add ☐ Deduct (circle one)

Two hundred seventeen thousand ----- Dollars
(words)

\$ 217,000.00
(figures)

Alternate 2 –Concrete topping removal and replacement for Structure 30-Primary Clarifiers.

☒ Add ☐ Deduct (circle one)

Forty-two thousand ----- Dollars
(words)

\$ 42,000.00
(figures)