



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

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, SEPTEMBER 7, 2021 – 7:00 PM
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/83950900371?pwd=a2hTMGgrUG94OXhVTi9nUVhDcXFBUT09>

Meeting ID: 839 5090 0371
Passcode: 53538

Dial by Location
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If you have special needs or circumstances which may make communication or accessibility difficult at the meeting, please call (920) 563-7760. 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 17, 2021 regular City Council meeting** (Ebbert)
 - b. Review and possible action relating to the **minutes of the August 24, 2021 Plan Commission meeting** (Ebbert)

6. Petitions, Requests, and Communications

- a. Presentation from Vandewalle and Associates relating to the **Banker Road Neighborhood Concept Plans** (LeMire)
- b. Review and possible action relating to the **Banker Road Neighborhood Concept Plans** (LeMire)
- c. Presentation relating to a proposal for additional staffing for **Fire/EMS Services and Police Services** (Rausch/Bump)

7. Resolutions and Ordinances:

- a. Second reading of an Ordinance to amend Sections 2-52(c) and 15.10.13(2) and to create Section 2-3 of the City of Fort Atkinson Municipal Code relating to allowing **electronic participation at meetings by members of the City Council, Boards, Commissions, and Committees** (LeMire)

8. Reports of Officers, Boards, and Committees:

- a. City Manager's Report (LeMire)

9. Unfinished Business – None

10. New Business:

- a. Review and possible action relating to a one-lot **Certified Survey Map for the Badgerland After School Enrichment (BASE)** project located at 520 Edward Street/509 Clarence Street (CSM-2021-05) (Selle)
- b. Review and possible action relating to the Ryan Brothers Fort Atkinson, LLC, **Contract for Provision of Ambulance and Emergency Medical Services (EMS)** (LeMire)
- c. Review and possible action relating to a Request for Proposals for **Referendum Consulting and Communications Services** for a potential Public Safety Referendum in April 2022 (LeMire)

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)

13. The City Council may consider a motion to convene in closed session pursuant to State Stat. §19.85(1)(c) to consider employment, promotion, compensation, or **performance**

evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility [6-month review of the City Manager]

14. Adjournment

Date Posted: September 3, 2021

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

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

**CITY COUNCIL MEETING
REMOTE VIA PHONE USING ZOOM
TUESDAY, AUGUST 17, 2021 – 7:00 PM**

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. Housley, Cm. Johnson and President Scherer. Also present: City Manager, City Attorney, City Engineer, City Clerk/Treasurer, Police Chief, Library Director, Public Works Superintendent, Fire Chief and Park & Recreation Director.

3. PUBLIC HEARINGS – NONE

4. PUBLIC COMMENT:

Ann Engelman, 428 Sherman Ave E spoke in favor of the Plan Commission action to approve a mural of a poem

Cynthia Ficenec, 414 Maple Street provided support for the City Departments from the Oak Street fire that occurred on August 10th. She had concerns for the cause of the fire and had questions in regard to the property.

5. CONSENT AGENDA:

- a) Review and possible action relating to the minutes of the August 3, 2021 Ordinance Committee meeting (Ebbert)*
- b) Review and possible action relating to the minutes of the August 3, 2021 regular City Council meeting (Ebbert)*
- c) Review and possible action relating to the minutes of the August 10, 2021 Plan Commission meeting (Ebbert)*
- d) City Sewer, Water, and Stormwater Utility Financial Statements as of July 30, 2021 (Ebbert)*
- e) Review and possible action relating to building, plumbing, and electrical permit report for July, 2021 (Juarez)*
- f) Review and possible action relating to the City Clerk-issued License and Permit Report for July 2021 (Ebbert)*
- g) Review and possible action relating to the Appointment of Jeanne Delacruz-Raub to the Police and Fire Commission for the remainder of a five-year term expiring in 2026 (LeMire)*
- h) Review and possible action relating to the Police Chief's recommendations for Trick or Treat hours (10/31/21 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: Trunk or Treat on October 31, 2021 at Jones Park (Ebbert)*
- j) Review and possible action relating to a Temporary Class "B"/"Class B" Retailer's License for the Fort Atkinson Club Summer Patio Concert on August 20, 2021 (Ebbert)*
- k) Review and possible action relating to a request to extend the licensed premise of Café Carpe for outdoor consumption of alcohol during Rhythm Remix event, August 21, 2021 (Ebbert)*

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

6. PETITIONS, REQUESTS, AND COMMUNICATIONS

a) Notice of Intent to meet in-person and via Zoom (hybrid) for City Council meetings starting September 7, 2021 (LeMire)

No action was required.

7. RESOLUTIONS AND ORDINANCES:

a) First reading of an Ordinance to amend Sections 2-52(c) and 15.10.13(2) and to create Section 2-3 of the City of Fort Atkinson Municipal Code relating to allowing electronic participation at meetings by members of the City Council, Boards, Commissions, and Committees (LeMire)

Cm. Hartwick moved, seconded by Cm. Becker to direct the City Manager to prepare this Ordinance for a second reading at the meeting on September 7, 2021. Motion carried.

b) Second reading of an Ordinance to Amend the Official Zoning Map of the City of Fort Atkinson for the property located at 520 Edward Street/509 Clarence Street, from MI, Medium Industrial, and TF-10, Two-Flat Residential, to I, Institutional Zoning District, to accommodate the redevelopment of the site for the Badgerland After School Enrichment (BASE) Program (ZMA-2021-03) (Selle)

Cm. Becker moved, seconded by Cm. Johnson to direct the City Manager to prepare this Ordinance for a third reading at the meeting on September 7, 2021. Motion carried.

c) Final reading of an Ordinance to create Section 58-76 (d) of the City of Fort Atkinson Municipal Code relating to alcohol prohibitions on streets, sidewalks, and public rights-of-way (LeMire/Bump)

The Council discussed the Ordinance in depth with varying opinions for and against the approval. Cm. Hartwick and Cm. Johnson surveyed members of the Community that suggested to not approve the Ordinance or set a timeframe to disallow open intoxicants between certain hours.

Cm. Becker moved, seconded by Cm. Housley to adopt the Ordinance creating Section 58-76 (d) of the City of Fort Atkinson Municipal Code relating to alcohol prohibition on streets, sidewalks, and

public rights-of-way. Motion carried with Becker, Housley and Scherer voted in favor. Hartwick and Johnson voted against.

8. REPORTS OF OFFICERS, BOARDS, AND COMMITTEES:

a) City Manager's Report (LeMire)

No action was required.

b) Report from the Fire Chief – Update on 700 Oak Street Fire (Rausch)

No action was required.

9. UNFINISHED BUSINESS – NONE

10. NEW BUSINESS:

a) Review and possible action relating to Fire Station Change Order #8 in the amount of \$8,221.00 (Rausch)

No action was required as this item was not discussed.

b) Review and possible action relating to the selection of a Design Engineer for the 2022 CDBG Water Main Replacement Project (Selle)

Engineer Selle stated that five firms provided RFP for the large project to replace water mains in 2022. This will be funded by the grant and budgeted funds from the water and streets.

Cm. Hartwick moved, seconded by Cm. Johnson to enter into a Contract with Ruekert-Mielke for the design work, Geotech, and bid services for the 2022 CDBG Water Main Replacement Project in an amount not to exceed \$56,230, to be funded through the CDBG-Close Grant. Motion carried.

c) Review and possible action relating to a one-lot Certified Survey Map for the Kwik Trip project located at 1680 Janesville Avenue (Selle)

Cm. Hartwick moved, seconded by Cm. Becker to approve a one-lot CSM for the Kwik Trip project located at 1680 Janesville Avenue. Motion carried.

d) Review and possible action relating to a Development Agreement between the City of Fort Atkinson and Kwik Trip, Inc. for the project located at 1680 Janesville Avenue (Selle)

Engineer Selle stated this is the last of the approvals for Kwik Trip. Major commitments include a turning lane on Janesville Avenue, future improvements with Comprehensive Plan corridor and utility easements as noted on the CSM.

Cm. Becker moved, seconded by Cm. Johnson to approve a Development Agreement between the City of Fort Atkinson and Kwik Trip, Inc. for the project located at 1680 Janesville Avenue. Motion carried.

e) Review and possible action relating to a three-lot Certified Survey Map for the True

Storage project located at 1425 Janesville Avenue (Selle)

Engineer Selle provided the recommendation from Plan Commission for the CSM.

Cm. Hartwick moved, seconded by Cm. Becker to approve a three-lot CSM for the True Storage project located at 1425 Janesville Avenue. Motion carried

f) Review and possible action relating to Development Agreement between the City of Fort Atkinson and True Storage for the project located at 1425 Janesville Avenue (Selle)

Cm. Becker moved, seconded by Cm. Johnson to approve a Development Agreement between the City of Fort Atkinson and True Storage for the project located at 1425 Janesville Avenue. 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)

Cm. Becker moved, seconded by Cm. Johnson to approve the list of verified claims and authorize payment. Motion carried.

13. THE CITY COUNCIL MAY CONSIDER A MOTION TO CONVENE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(C) TO CONSIDER EMPLOYMENT, PROMOTION, COMPENSATION, OR PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY [6-MONTH REVIEW OF THE CITY MANAGER]

Cm. Hartwick moved, seconded by Cm. Becker to adjourn into closed session pursuant to State Stat. §19.85(1)(c) to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility for the 6-month review of the City Manager. Motion carried unanimously.

14. ADJOURNMENT

Cm. Hartwick moved, seconded by Cm. Becker to adjourn. Meeting adjourned at 8:54 pm.

Respectfully submitted
Michelle Ebbert
City Clerk/Treasurer



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

**PLAN COMMISSION MEETING
REMOTE VIA PHONE USING ZOOM
TUESDAY, AUGUST 24, 2021 – 4:00 PM**

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Present: Cm. Becker, Cm. Highfield, Cm. Kessenich, Cm. Schultz, Cm. Lescohier, Manager LeMire and Engineer Selle. Also present: City Attorney.

Cm. Kessenich was present via zoom however experienced electronic difficulty and was not heard for comments or voting.

3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE AUGUST 10, 2021 REGULAR PLAN COMMISSION MEETING.

Cm. Becker moved, seconded by Cm. Highfield to approve minutes. Motion carried.

4. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO A PRELIMINARY CERTIFIED SURVEY MAP FOR BASE LOCATED AT EDWARD AND CLARENCE STREET (CSM-2021-05)(SELLE)

Engineer Selle reviewed the preliminary CSM for the future site of BASE. No concerns were provided by Departments.

Cm. Becker moved, seconded by Cm. Schultz to recommend the City Council approve the Preliminary Certified Survey Map for BASE located at Edward and Clarence Street. Motion carried.

5. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO THE BANKER ROAD NEIGHBORHOOD PLAN FROM VANDEWALLE & ASSOCIATES (LEMIRE)

Manager LeMire reviewed the various plans focusing on features, lot sizes

Marian Bardenwerper would like to see the area of Hoard and Banker Road as retirement housing community with multi-story housing and would like to see the tree-line saved as privacy for the housing.

Cm. Becker inquired on an additional water tower to service this year. Engineer Selle discussed options to include booster pumps or other methods to ensure proper functioning.

Kitty Welch asked if the area would be developed by one developer. Manager LeMire shared that it could be one or several that work together for specific areas or a phased approach.

Bill Camplin asked for any speed bumps or efforts to slow traffic. Manager LeMire commented the design of the meandering street would discourage higher speeds. Camplin also expressed support for the bike trail.

Michael Marr asked if the stormwater detention ponds would retain water or drain regularly. Engineer Selle stated that additional focus will be made on stormwater.

Cm. Lescohier moved, seconded by Cm. Becker to recommend the City Council approve the Banker Road Neighborhood Plan from Vandewalle & Associates. Motion carried.

6. ADJOURNMENT

Cm. Highfield moved, seconded by Cm. Kessenich to adjourn. Meeting adjourned at 4:41 pm.

Respectfully submitted
Michelle Ebbert
Clerk/Treasurer



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

MEMORANDUM

DATE: September 7, 2021

TO: Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Review and possible action relating to the Banker Road Neighborhood Plan from Vandewalle & Associates

BACKGROUND

In April, the City contracted with Vandewalle & Associates to create concept neighborhood plans for the City-owned property along Banker Road. We extended an invitation to the City's Management Team, asking anyone interested to serve on an ad-hoc planning team to support the process. The individuals included in the table below volunteered to work with Vandewalle to develop the concept neighborhood plans.

Banker Road Neighborhood Planning Team	
Name	Title
Rebecca Houseman LeMire	City Manager
Andy Selle	City Engineer
Brian Juarez	Building Inspector/Zoning Administrator
Merrilee Lee	Museum Director
Brooke Franseen	Parks & Recreation Director
Tim Hayden	Water Utility Supervisor
Tom Williamson	Public Works Superintendent

This group represents a cross section of the Management Team and brings a diversity of professional experiences and personal perspectives to the planning process. Elona Bartnick and Brian Munson from Vandewalle met with members of this planning team several times throughout the summer to gather input and data. We met on site in Fort Atkinson and toured a planned neighborhood in Madison to understand what this type of neighborhood may look like when it is built out. Vandewalle staff provided draft concepts, which were reviewed and by planning team with feedback given. The attached concept plan set is the result of these efforts and has the full support of the City's planning team.

DISCUSSION

There are 11 pages included in the attached concept plan set, which will be presented by Mr. Munson and Ms. Bartnick from Vandewalle:

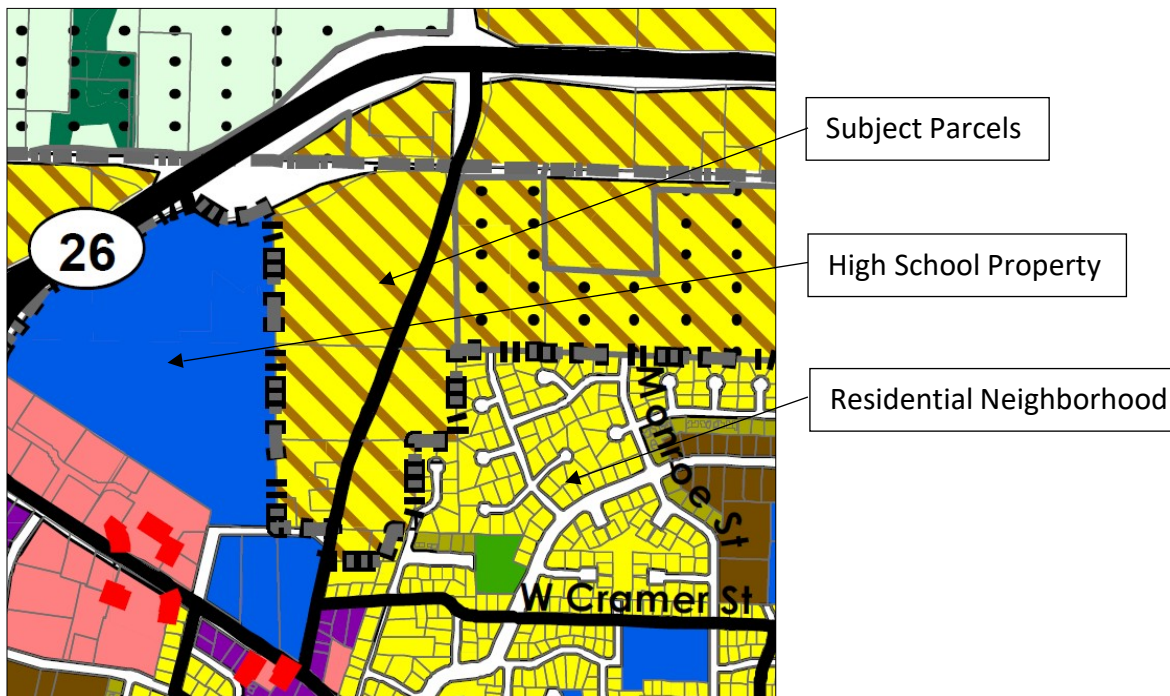
1. The Site Context map shows the location of the subject property and the

surrounding land uses.

2. The Site Analysis map shows the current conditions and limitations, including delineated wetlands, steep slopes, and substandard condition of Banker Road.
3. The Site Understanding map shows the extent of the steep slopes, the water runoff direction, and mature trees to be saved.
4. Concept 1 Highlights:
 - a. Relocation and reconstruction of Banker Road
 - b. Adjacent uses, current connections, and possible future connections
 - c. Variety of housing options, providing a range of price points and styles
 - d. Open space: parks, trails, and stormwater
 - e. Streets: various widths; green street; sidewalk, on-street parking, street trees
5. Concept 2 Highlights:
 - a. Many similarities to Concept 1
 - b. Addition of alleys
 - c. Increase of variety of housing options, including 40' and 50' lot widths
 - d. Fewer 100'+, 75-80' and 60-65' lots, creating more density and an additional 16 housing units
6. Single-family and duplex potential types and styles
7. Townhome & multi-family potential types and styles
8. Parks, Stormwater, and Trails sample images
9. Alley single-family and duplex potential types and styles
10. Potential street cross sections: 80'-wide and 66'-wide
11. Potential street cross sections: 60'-wide and 26'-wide (alley)

COMPREHENSIVE PLAN

The City's Comprehensive Plan was adopted in 2019. The plan shows this area as appropriate for "Planned Neighborhood" uses (see Figure 1 on page 3). This future land use category is intended to provide for a variety of housing choices and a carefully planned mix of non-residential uses consistent with the mainly residential character of the area. Overall, the composition, appearance, and pattern of development should promote neighborhoods that instill a sense of community with their design. The concept plan set is consistent with the City's Comprehensive Plan for this area.



The concept utility plan for the previously proposed development in this area is included as an attachment to show the differences in planning styles.

FINANCIAL ANALYSIS

The City Council approved the scope of services and estimated budget for this project in April 2021. The funds allocated from the Contingency Fund continue to be expended based on the time and materials invoiced by the consultants.

RECOMMENDATION

The Plan Commission reviewed the Banker Road Neighborhood Plan set at the meeting on August 24th. There was not a public hearing, but the Commission encouraged public input. The Commission members and the public had questions relating to water utility infrastructure, storm water management, and the trail corridor. The Plan Commission recommended the City Council approve the Concept Plan Set, including both Concepts 1 and 2 as options for a developer.

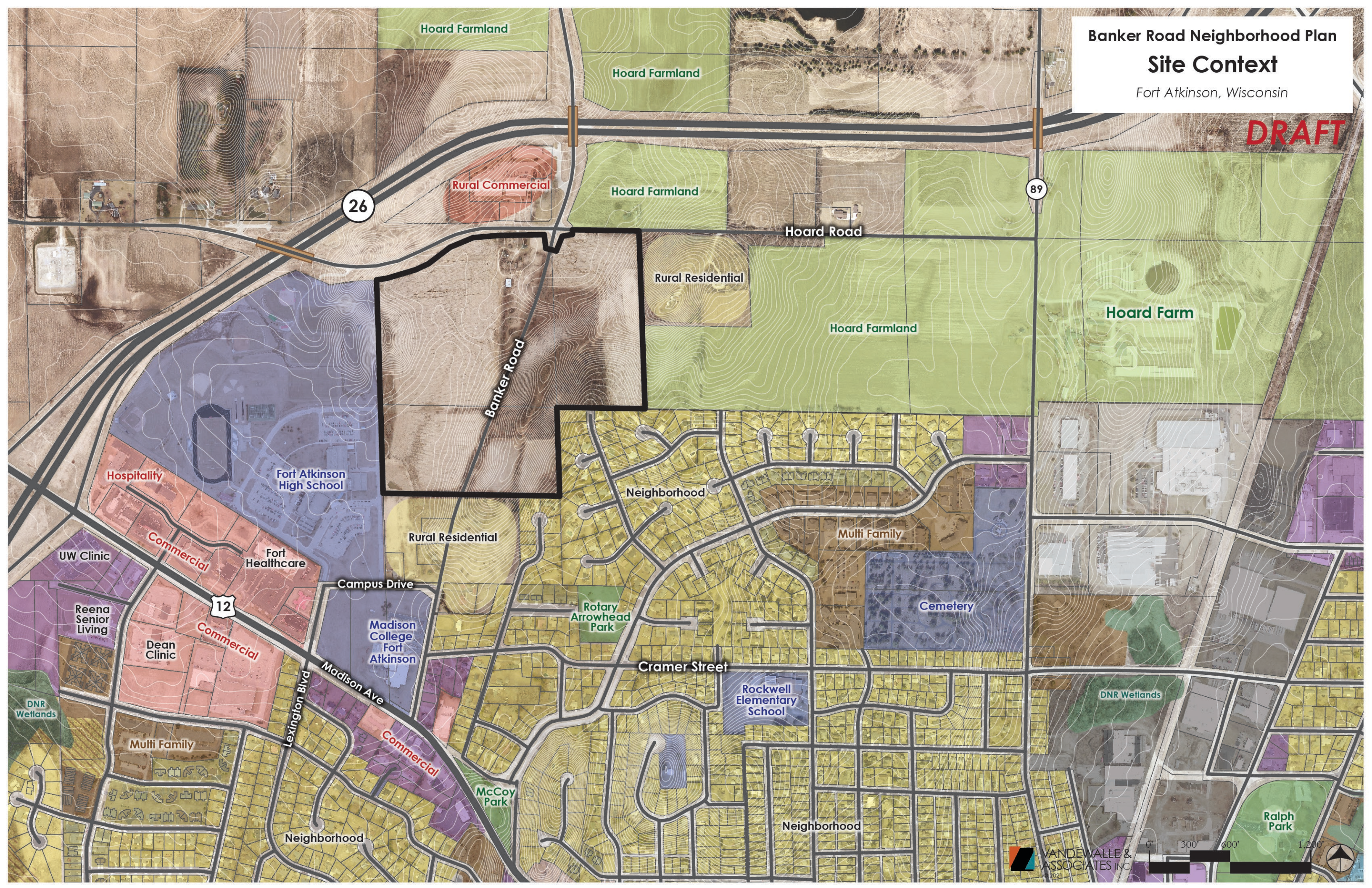
Staff recommends that the City Council approve the Banker Road Neighborhood Plan set, including both Concepts 1 and 2, and authorize staff to develop and issue a Request for Proposals for interested developers.

ATTACHMENTS

Banker Road Neighborhood Plan Set; Copperhead Concept Utility Plan 01-23-18; *The Municipality* September 2021 Feature Article: Local Governments Innovate to Meeting Housing Demand by Jerry Deschane

Banker Road Neighborhood Plan
Site Context
Fort Atkinson, Wisconsin

DRAFT

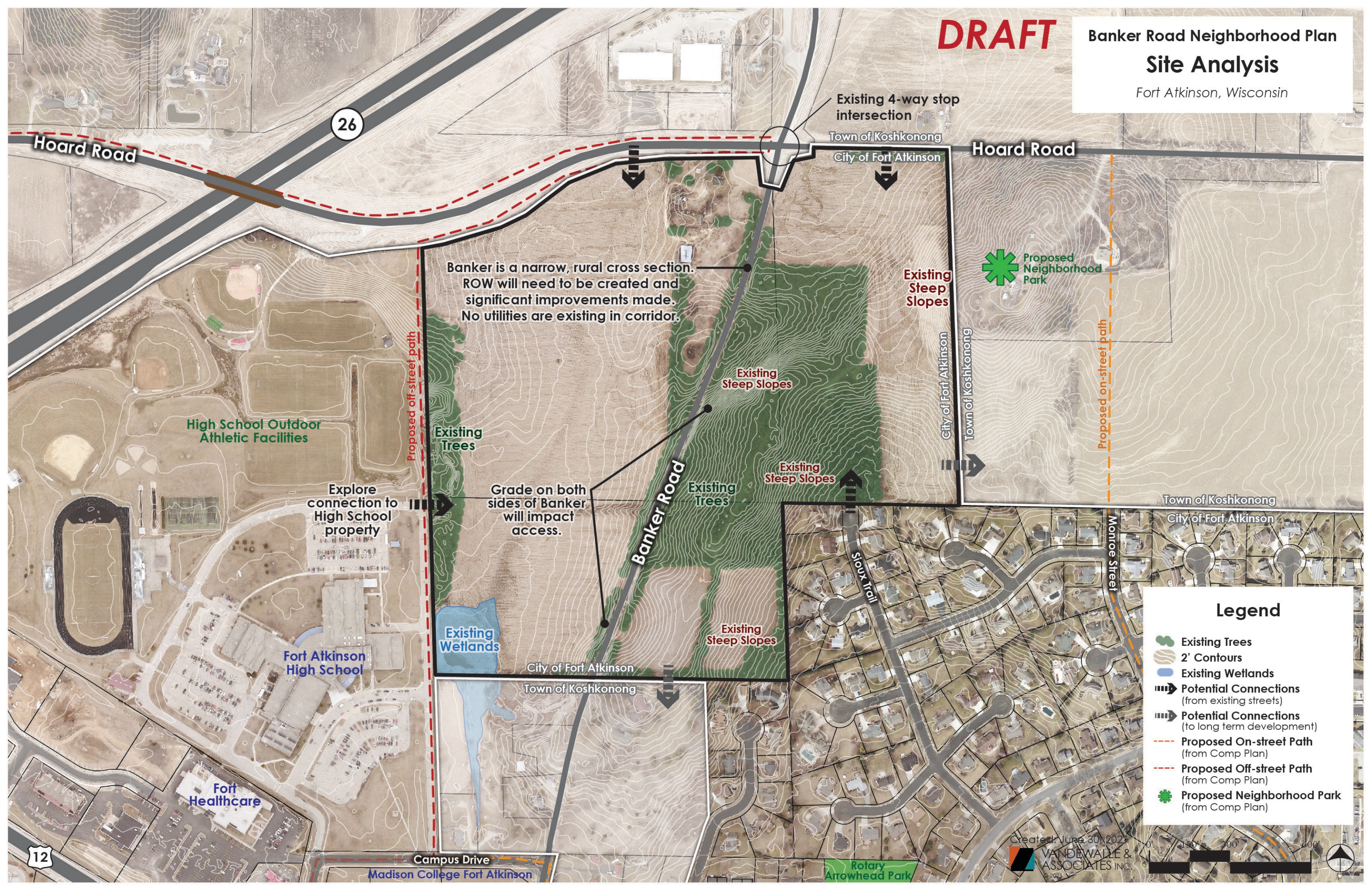


DRAFT

Banker Road Neighborhood Plan

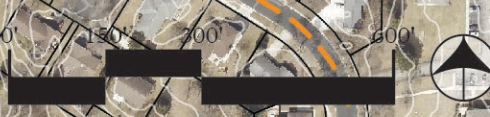
Site Analysis

Fort Atkinson, Wisconsin



Legend

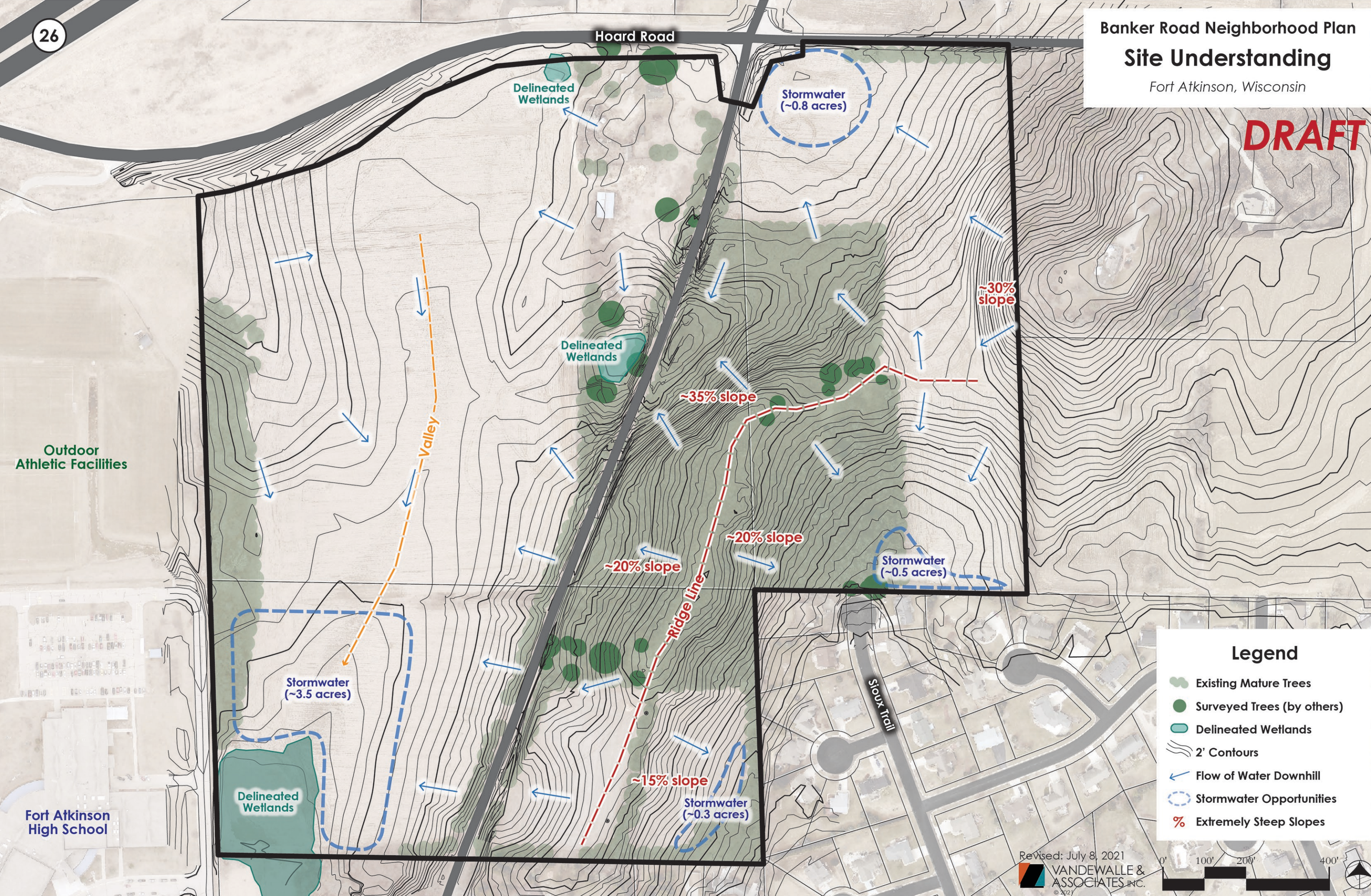
- Existing Trees
- 2' Contours
- Existing Wetlands
- Potential Connections (from existing streets)
- Potential Connections (to long term development)
- Proposed On-street Path (from Comp Plan)
- Proposed Off-street Path (from Comp Plan)
- Proposed Neighborhood Park (from Comp Plan)



DRAFT

Outdoor
Athletic Facilities

Fort Atkinson
High School



Legend

- Existing Mature Trees
- Surveyed Trees (by others)
- Delineated Wetlands
- 2' Contours
- Flow of Water Downhill
- Stormwater Opportunities
- Extremely Steep Slopes

Banker Road Neighborhood Plan
Concept 1
Fort Atkinson, Wisconsin

DRAFT

Potential Home Sites

Type	Units	%
~100'+ lots (wooded)	22	9%
~75-80' lots	49	21%
~60-65' lots	71	30%
Duplexes	14	6%
Townhomes	12	5%
Multi Family	70	29%
Total Units ~ 238		100 %

Stormwater (~5.2 acres)

Parks (~4.5 acres)

Trails

Potential Streets

Type	Linear Feet
80' row	~800
66' row	~3,250
60' row	~6,300
Total Linear Feet ~10,350	

Legend

	Existing Mature Trees Intended to be Preserved on Private Lots
	Existing Mature Trees Intended to be Preserved in Parks
	Surveyed Trees (by others)
	Delineated Wetlands
	2' Contours



Outdoor Athletic Facilities

High School Access Point

Fort Atkinson High School



Banker Road Neighborhood Plan
Concept 2
Fort Atkinson, Wisconsin

DRAFT

Potential Home Sites

Type	Units	%
~100'+ lots (wooded)	19	7%
~75-80' lots	44	17%
~60-65' lots	60	24%
~50' lots (Alley)	14	6%
~40' lots (Alley)	7	3%
Duplexes	24	9%
Townhomes	16	6%
Multi Family	70	28%
	~ 254	100 %

Stormwater (~5.2 acres)

Parks (~4.5 acres)

Trails

Potential Streets

Type	Linear Feet
80' row	~800
66' row	~3,250
60' row	~6,300
Total Linear Feet	~10,350

Potential Alleys ~1,150

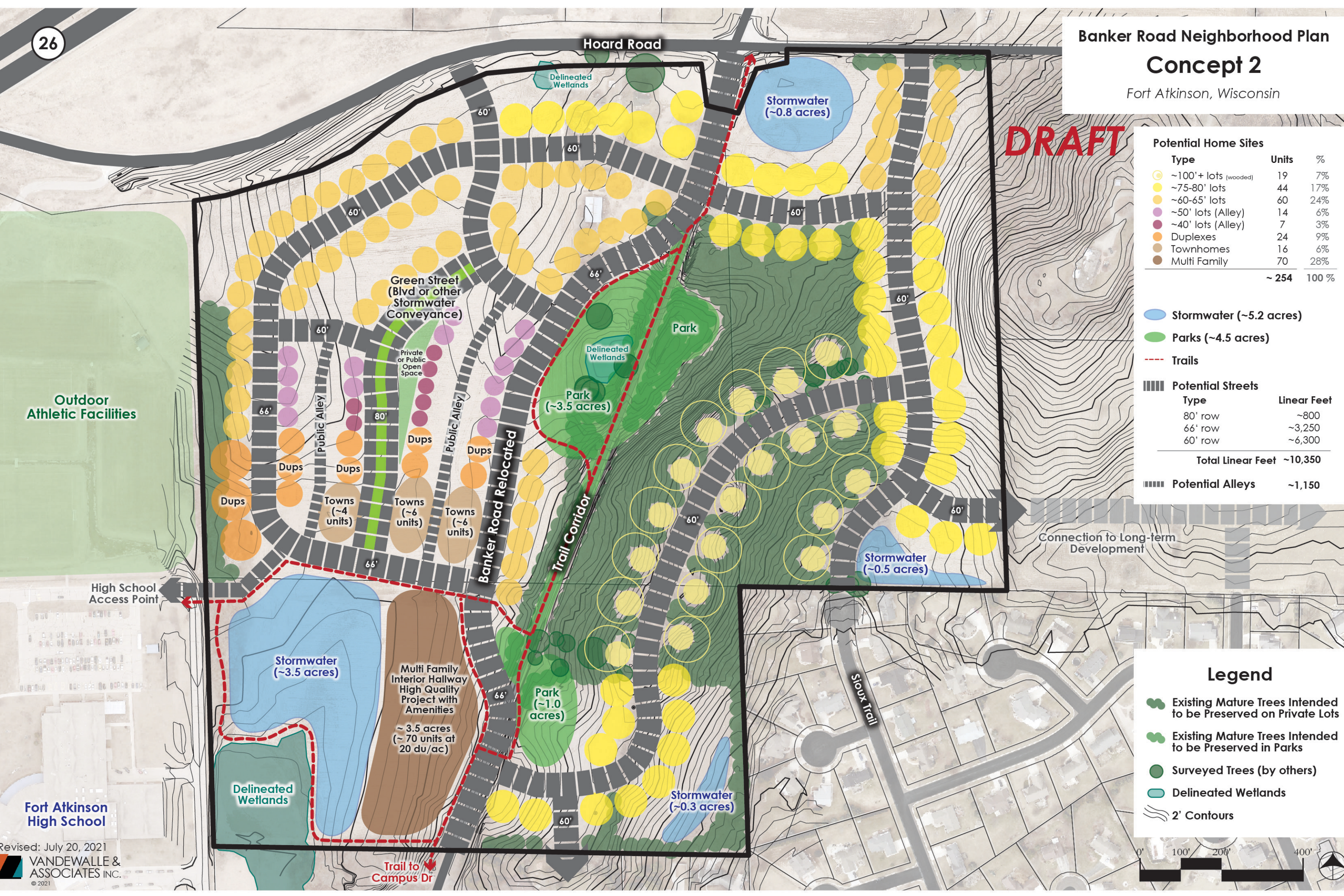
Legend

- Existing Mature Trees Intended to be Preserved on Private Lots
- Existing Mature Trees Intended to be Preserved in Parks
- Surveyed Trees (by others)
- Delineated Wetlands
- 2' Contours

Outdoor Athletic Facilities

High School Access Point

Fort Atkinson High School



DRAFT

Banker Road Neighborhood Plan
Single Family & Duplex
Fort Atkinson, Wisconsin



Duplex

DRAFT



Townhomes



Multi-Family



Townhomes



Multi-Family

DRAFT

Banker Road Neighborhood Plan
Parks, Stormwater, Trails
Fort Atkinson, Wisconsin



DRAFT

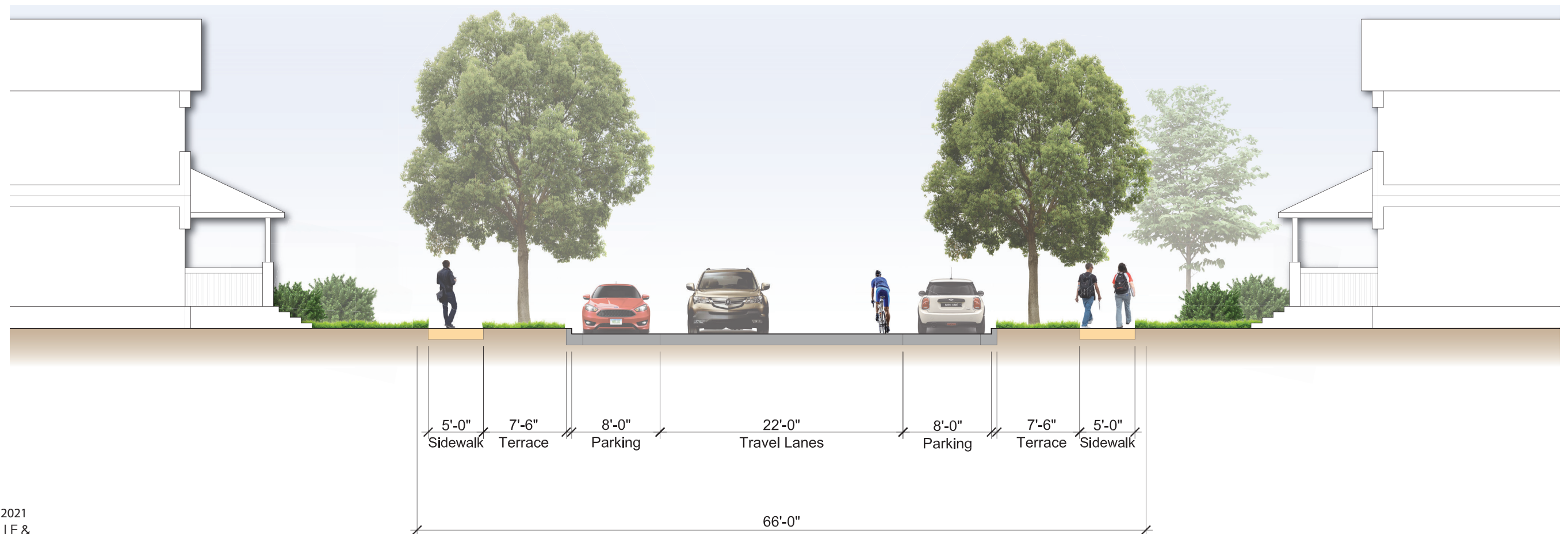
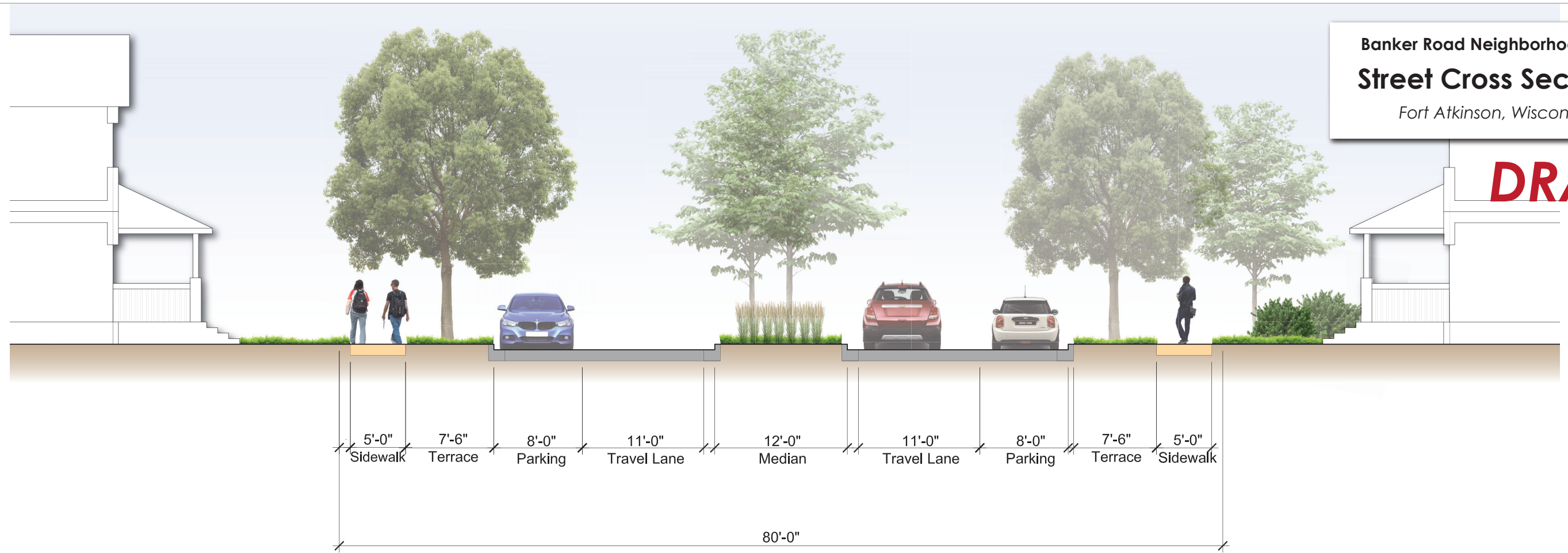
Banker Road Neighborhood Plan
Alley Single Family & Duplex
Fort Atkinson, Wisconsin



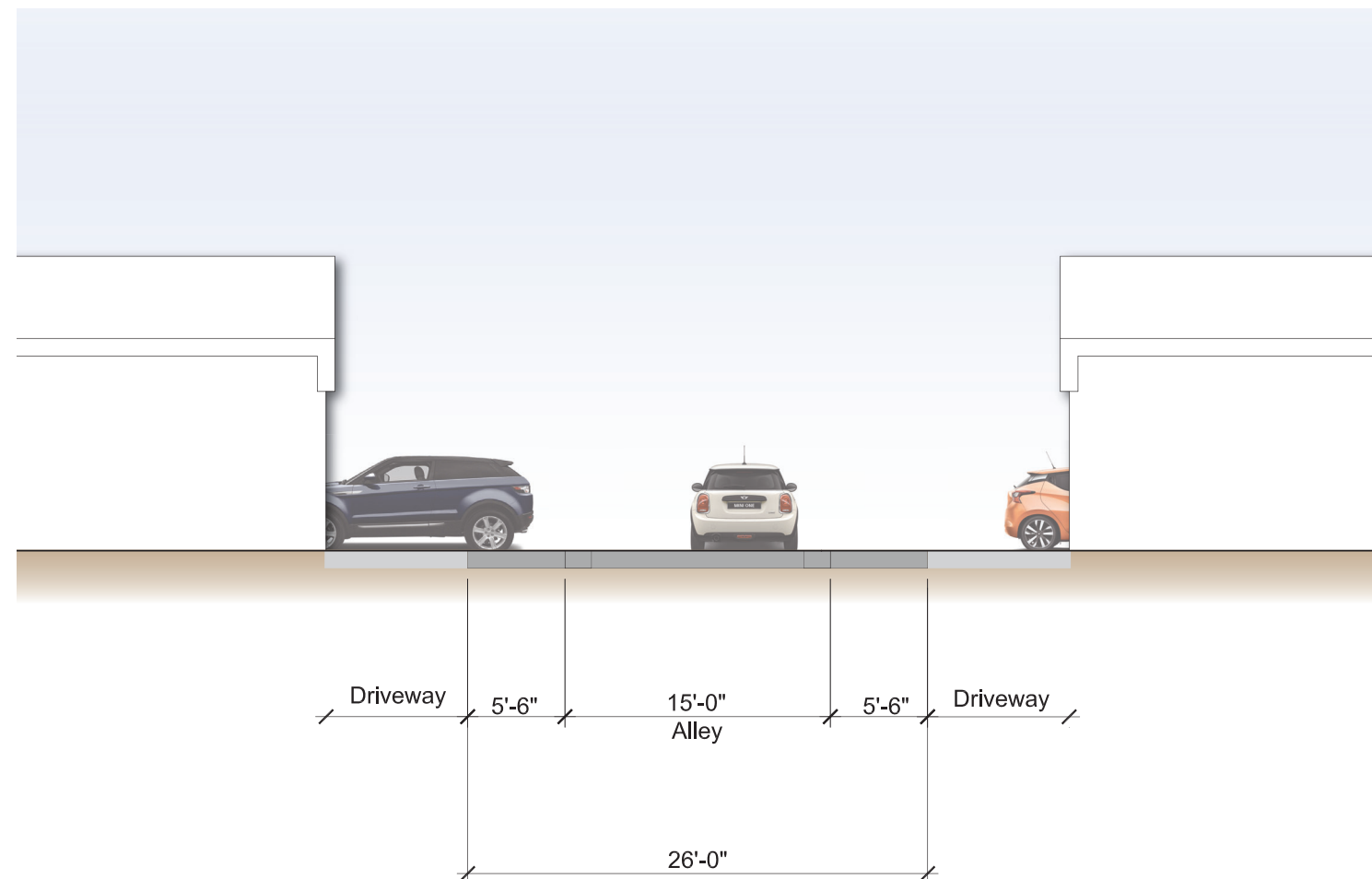
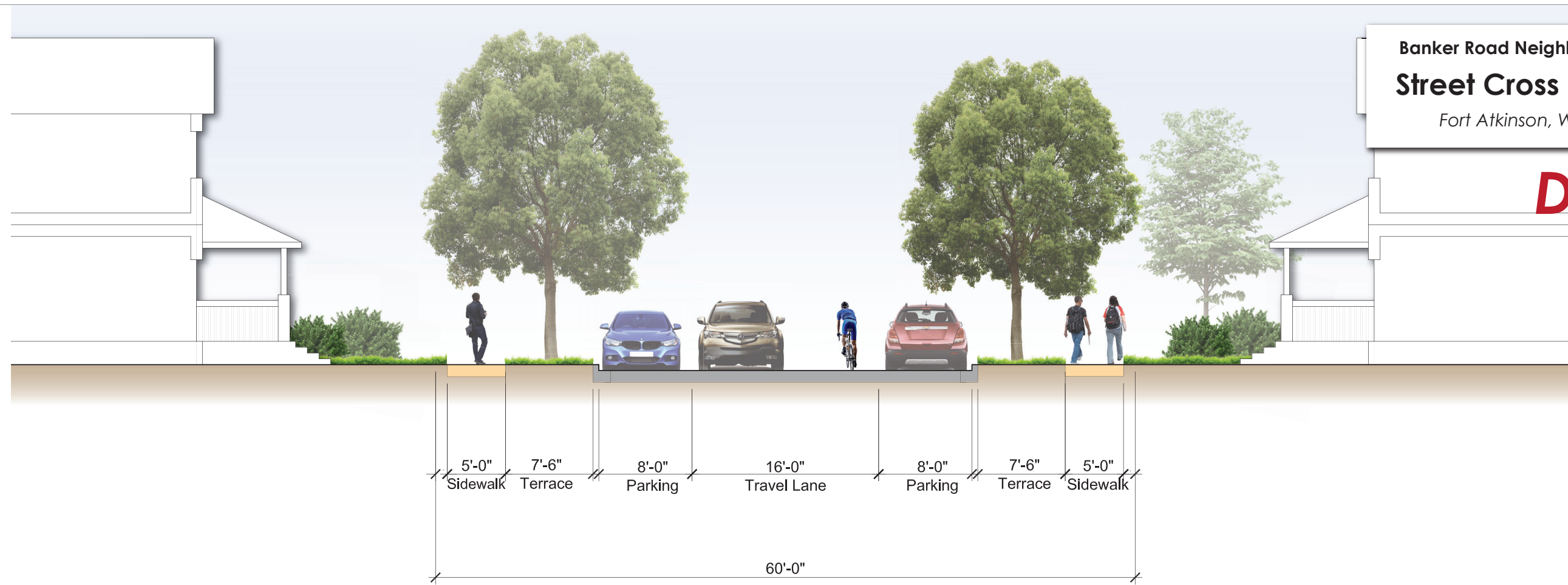
Duplex

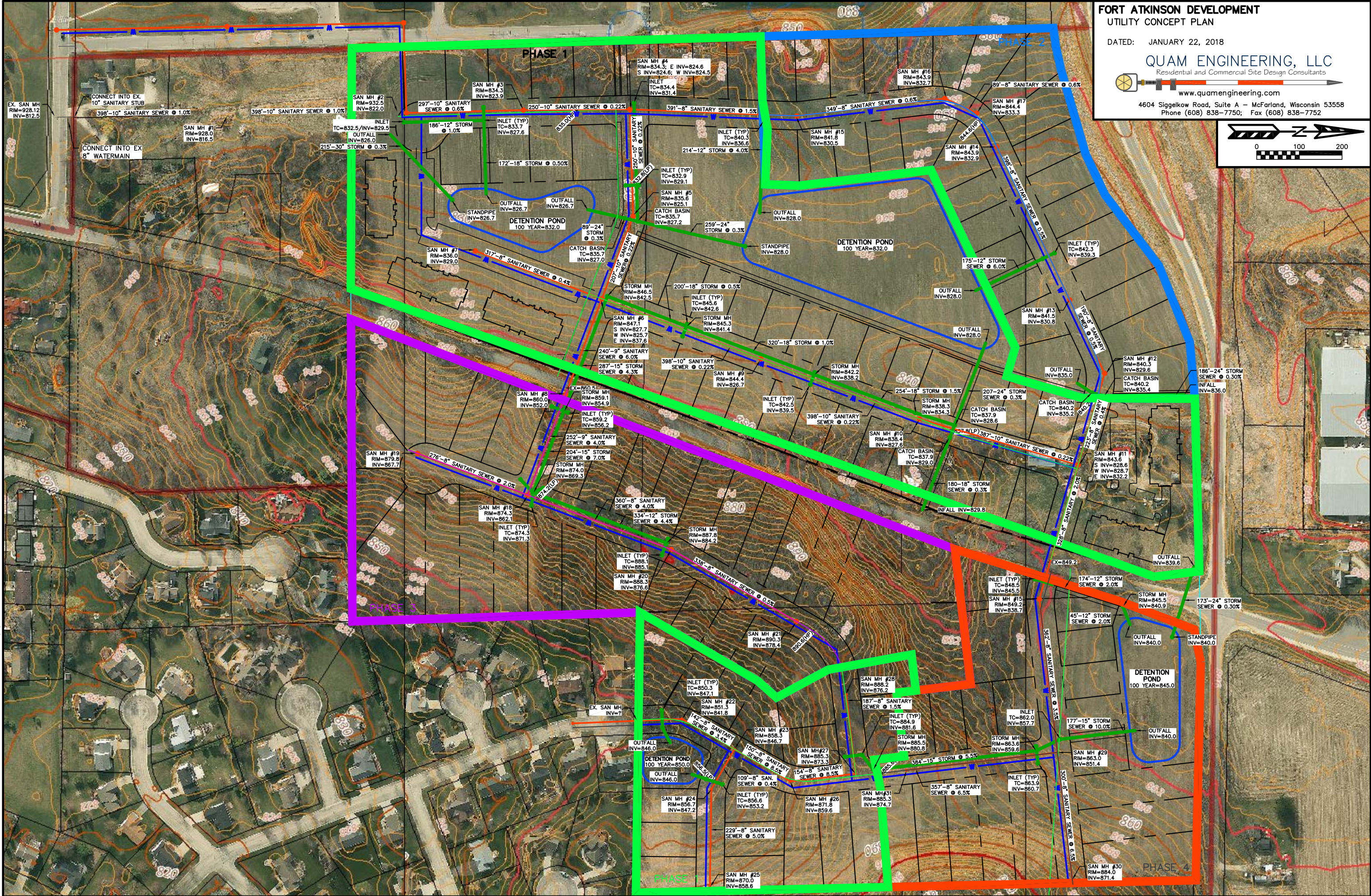
Banker Road Neighborhood Plan
Street Cross Sections
Fort Atkinson, Wisconsin

DRAFT



DRAFT







MEMORANDUM

DATE: September 7, 2021

TO: Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Ordinance to amend Sections 2-52(c) and 15.10.13(2) and to create Section 2-3 of the City of Fort Atkinson Municipal Code relating to allowing electronic participation at meetings by members of the City Council, Boards, Commissions, and Committees

BACKGROUND

Due to the COVID-19 pandemic over the last 18 months, the City has transitioned from in-person City Council, Board, Commission, and Committee meetings to fully remote or virtual meetings. The City has been using the Zoom teleconference application to support virtual public meetings with success. City staff also use various teleconference applications for staff meetings, meetings with the public and consultants, and any other meetings when the virtual option is convenient and desirable.

DISCUSSION

In the April 2021 issue of *The Municipality*, the League of Wisconsin Municipalities' monthly publication, Attorney Brian Sajdak contemplates electronic meetings under the New Robert's Rules of Order. The City has not adopted Robert's Rules of Order in its entirety; however, the Council and other Boards, Commissions, and Committees use the Rules as a guide for meeting management. In the attached article, Attorney Sajdak points out that the code of ordinances that includes the bylaws for governmental bodies should specifically authorize electronic meetings if the governing body desires to continue to meet in that manner beyond an emergency situation or authorization.

The City of Fort Atkinson desires to continue to support virtual public meetings through the pandemic and in the future when appropriate and convenient for the City Council, members of Boards, Commissions, and Committees; staff members; and the general public. Additionally, the City desires to provide an option for hybrid meetings in the future, when the City's technology in the Council meeting room allows for it, to support both in person participation and virtual participate in a hybrid environment.

The City Attorney has drafted the attached Ordinance relating to electronic participation at meetings by members of the City Council, Boards, Commissions, and Committees. This document amends three sections of the City's Code of General Ordinances. The first two Sections simply refer to Section 3, which amends 2-3 of the Code to define and permit remote electronic or virtual meetings and hybrid meetings. This section also establishes rules

and requirements for members of the governing bodies and the public to attend such virtual or hybrid meetings.

FINANCIAL ANALYSIS

This ordinance change is not expected to impact the City financially. The City Council has authorized Staff to contract with our IT provider to make technology upgrades to the Council meeting room to accommodate hybrid public meetings. These upgrades are now almost complete, and the Council Chambers can accommodate hybrid public meetings.

RECOMMENDATION

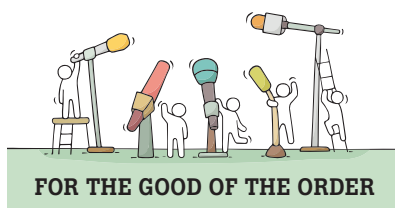
The City Attorney drafted the attached ordinance. All City Department Heads have reviewed it, and pertinent feedback was incorporated.

The Ordinance Committee reviewed this ordinance at the meeting on August 3, 2021 and recommended that the City Council review and adopt it.

The City Council performed the first reading of this ordinance at the meeting on August 17th and directed staff to prepare it for a second reading on September 7th. **Staff recommends that the City Council perform the second reading of this ordinance and direct the City Manager to prepare it for a third reading on September 21, 2021.**

ATTACHMENTS

The Municipality Electronic Meetings Under the New Robert's Rules of Order; Redline Virtual Meeting Ordinance; Clean Copy Virtual Meeting Ordinance



Electronic Meetings Under the New Robert's Rules of Order



Attorney Brian C. Sajdak, Wesolowski, Reidenbach & Sajdak, S.C.

Robert Heinlein, the so-called dean of science fiction writers, wrote in *Time Enough for Love* that “progress isn’t made by early risers. It’s made by lazy men trying to find easier ways to do something.” So it is with electronic meetings – something for many of us that was born from COVID-19 necessity. Yet, as the pandemic wanes, the push to continue with electronic meetings will be made largely because they are convenient and easy. Many do not see progress here, but instead fear of running afoul of proper parliamentary procedure or, worse, Wisconsin’s Open Meetings Law.

The fears of this technological advance are not unjustified. However, as Isaac Asimov once noted, “any technological advance can be dangerous. Fire was dangerous from the start, and so (even more so) was speech – and both are still dangerous to this day – but human beings would not be human without them.” Thankfully, at least from a parliamentary procedure perspective, any fears that might have existed may be allayed with the recent publication of *Robert’s Rule of Order Newly Revised* (RONR, 12th Ed.).^{1,2}

For the first time the RONR expressly contemplates electronic meetings for a parent body such as a common council or village board. Initially, it is important to note that under RONR 9:30, the default provision for these bodies is that a meeting must be held as a “single official gathering in one room or area.” Electronic meetings for a parent body

must be expressly authorized in the bylaws for the body. RONR 9:31. For a governmental body, this means your code of ordinances should authorize electronic meetings. Accordingly, if your municipal code adopts Robert’s Rules but you have not codified authority to hold electronic meetings, a conflict exists that could subject actions taken to potential legal challenges.

In making the decision to authorize electronic meetings, RONR advises that specific rules should be established to guide participation in the meeting, keeping in mind that “simultaneous aural communication is essential to the deliberative character of the meeting.” RONR 9:34. To assist in this regard, the 12th Edition includes a 14-page appendix with sample rules that could be used depending on the type of electronic meetings to be used by the body.

Before addressing the suggested rules, the oft-repeated caution about Robert’s Rules should be repeated here – the rules are drafted with larger deliberative bodies in mind, and they often do not translate well to smaller local government bodies. The suggested rules provide an excellent example of this caution in that they do not include any rules related to access and/or participation in an electronic meeting by members of the public.

Perhaps such rules are unnecessary for large deliberative bodies, but for local governments in Wisconsin such rules are critical since they help address many fears

raised by electronic meetings under the Open Meetings Law. You should discuss your rules with your municipal attorney to ensure your electronic meetings do not run afoul of the Open Meetings Law.

The sample rules proposed in RONR are based upon four meeting scenarios. First, a full-featured internet meeting. This meeting type utilizes an internet service that integrates audio and/or video with text and voting capabilities. The second meeting type is a mixed telephone and internet meeting. Here, participants utilize the phone to communicate and the internet for the purpose of having secret votes and sharing documents. Third is a speakerphone meeting. Under this approach, the majority of members meet in person while some members may call in to participate by speaker phone. Finally, the telephone-only option, which is self-evident.

Within these meeting scenarios, the proposed rules address multiple aspects that you will want to consider should you wish to authorize electronic meetings. On the simpler side, the rules address how notice of the meeting is provided and the process for attending the meeting. More complex considerations include how to count a quorum depending on the location of members, how to handle motions and voting, and technical issues like if and when a member can be forcibly muted or disconnected.

This column cannot address all of the permutations because those communities that choose to authorize electronic meetings will each do so in different ways. Those communities that choose to go this route are well-advised to review all of the proposed rules to best tailor your rules to your meeting structure. As discussed above, such review should also involve an analysis of the Open Meetings Law to ensure there is no conflict with your rules.

About the Author:

Brian C. Sajdak is a member of Wesolowski, Reidenbach & Sajdak, S.C. where he serves as municipal counsel to multiple southeast Wisconsin municipalities. In addition to his municipal law practice, he also practices in the areas of zoning and land use, condemnation, tax assessment, civil litigation, and real estate law. Mr. Sajdak earned his B.S. degree from the University of Wisconsin-Madison and his J.D. degree from Marquette University Law School. He is a member of the State Bar of Wisconsin where he is a member of the Administrative and Local Government Law Section and the Government Lawyers Division. Mr. Sajdak served two terms on the Administrative and Local Government Law Section Board, including serving as the Chair of the Section, and is a past Co-Chair of the Public Education Committee's Publications & Technology Task Force. Contact Brian at brian@wrslegal.net

1. For additional coverage of the changes in the 12th Edition of Robert's Rules, see the "For the Good of the Order" columns in *The Municipality* by Daniel Foth in the September 2020 and Michael May in February 2021.

2. All subsequent citations in this column to RONR are to the 12th Edition.

Legal Captions

Employees 370

HR Matters article by Attorney Lisa Bergersen explains how "100% Healed" policies, requiring employees to be released by their health care provider with no restrictions prior to returning to their jobs, can violate state and federal disability discrimination laws. To minimize legal liability such policies should be eliminated or rewritten to be flexible and allow an employee to return to work, even with restrictions, if the employer can accommodate those restrictions without undue hardship or posing a direct threat to safety.

Platting 174

Zoning 526

Article provides overview of Wis. Stat. § 62.23(7) zoning authority and § 236.45 local subdivision regulation authority and summarizes Wisconsin Supreme Court decision in *Anderson v. Town of Newbold*, 2021 WI 6, which reviews functional analysis

courts use to determine whether an ordinance is a zoning ordinance and holds town ordinance imposing minimum width on lakefront lot was a lawful exercise of town's subdivision authority rather than a shoreland zoning ordinance regulating shoreland zoning more restrictively than state law.

Powers of Municipalities 941

Article by attorney Matt Dregne (Stafford Rosenbaum LLP) emphasizes importance of rule of law, particularly in context of land use decisions, and distinguishes how it applies when making legislative decisions versus when making quasi-judicial decisions that require an impartial decision-maker to decide a particular matter after making factual findings based on evidentiary record and applying existing legal standards.

Board of Review Training Requirement

The Board of Review (BOR) hear property owners' objections to their tax assessments. In 2021, Wisconsin Law requires that at least one member of the BOR obtain Wisconsin Department of Revenue (DOR) approved training within two years of the BOR's first two-hour meeting. While it is recommended that all BOR members be trained, the law requires that only one member undergo training. (Wis. Stat. §§ 70.46(4) & 73.03(55).) Only 2021 training is certified.

The UW-Madison Division of Extension Local Government Education, the Wisconsin Department of Revenue (DOR), the Wisconsin Towns Association, and the League of Wisconsin Municipalities again partnered to develop the 2021 Board of Review (BOR) training. A new "How to Conduct a Board of Review Hearing" video and updated materials are available here: <https://localgovernment.extension.wisc.edu/board-of-review-training/>



Local Governments Innovate to Meet Housing Demand

Jerry Deschane, Executive Director, League of Wisconsin Municipalities

Since the Great Recession, the supply of new homes built in Wisconsin has been half the demand. The private housing market has been producing homes and apartments at less than half the rate of new household formations. For every new housing consumer graduating from college, getting married, or moving out of mom and dad's basement, there has been less than one-half an apartment or home created for them to live in. This simple mathematical mismatch has created a severe housing shortage. The causes of the shortage are less obvious, and the solutions are complicated. What is local government's role in addressing this severe and growing problem?

For a handful of municipalities, one solution has been to take matters into their own hands, developing and subsidizing new residential lots for sale to prospective homeowners or local builders. Done properly, a municipally-developed subdivision solves several problems at once. Obviously, first and foremost, local governments are providing their citizens with shelter. But there are other benefits. Local builders benefit by having new home sites available to them, typically at a lower cost, making it easier to build a new home in a small community. Local employers benefit from the addition of new residents who will shop locally and fill critical job openings. The municipality itself benefits from added property tax base.

Building residential subdivisions is not usually the role of local government. But Howard Village Administrator Paul Evert said if the marketplace is not taking care of the need, "You have to be proactive and do it yourself." In Howard's case, they have developed a residential subdivision along with a village square project that developers were unwilling to build without substantial subsidies. Howard also finances public improvements (streets, sewer, water, *et al.*) for private developments. (For more about Howard's residential development work, see the October 2017 issue of *The Municipality*.)

"Developers came to us, because local lenders would not finance those improvements," said Evert. If the village wanted to continue to grow, they needed to provide financing. Howard did so, utilizing utility reserves. Evert termed the result "terrifically successful," providing needed lots, increased property tax revenue, and an even better return for utility reserves than other investments would have provided.



Hillsboro School District Tigers show off their art skills at summer school.

Photo credit: Hillsboro School District. Published with permission.

Wisconsin's property tax levy limits are arguably the strictest in the country, allowing increases only up to the percentage of the tax base created by "net new construction." In other words: no building, no increases. "The bottom line is, under levy limits if you don't grow, you're in a lotta trouble," summarized Evert. Howard was facing budget and service cuts if it did not act.

The Village of Howard is a medium-sized municipality, in a growing urban marketplace. But smaller communities are facing the same housing shortage. The Village of Benton is located in southwest Wisconsin's Lafayette County, with a population of approximately 1,000. The City of Hillsboro is just a bit north of that in Vernon County. Hillsboro has a population of roughly 1,400. Both were in desperate need of new residential development; a need that the private marketplace was not filling.

Hillsboro took advantage of the city's ability to use Tax Increment Financing to purchase and develop a parcel of land in what is now known as Tinkers Bluff, a development that is half commercial/industrial and half residential. Former Hillsboro Administrator Adam Sonntag said it was "wildly successful." Sixty residential lots were developed; of which about 12 are still available on the market. The city is selling the lots for \$5,000 each. The increase in value within the TIF was remarkable. From an original base value of \$400,000, the property has a current value of over \$13 million.

Sonntag credits the vision of Hillsboro's former mayor for setting the wheels in motion nearly 30 years ago. "The private sector could not replicate what was done there," he said. The city was in a unique position; it could finance the development using the increased tax revenue. It did not need to earn an immediate rate of return. "The city could play 'the long game,' and wait for the development to pay off."

Sonntag was not aware of any complaints from private builders or developers. In fact, the city's efforts helped numerous local builders by providing them with attractive lots that were affordable, allowing the builders to put their money into the house itself, rather than the development of the land. That, in turn, helped the city.

"For a small community like Hillsboro, every new \$200,000-\$250,000 house is a huge addition to the city's tax base."

Tax Increment Finance law has changed since Tinker's Bluff was developed. The revisions make it harder to include residential development in a Tax Increment District. Tinker's Bluff was developed half-residential, half-industrial/commercial. TIF law now limits the residential portion of a TID to no more than 30% of the total project. Sonntag said TIF financing will still work, "but you need to be very strategic about how the development is laid out and where the residential portion is located."

Contractors also benefit from municipally-developed lots in the Lafayette County Village of Benton. In 2018, Benton

began selling the first of 24 lots it had developed. In exchange for a fully-improved lot costing \$7,500, the property owner must agree to build a home within a year to 18 months. Contractors are among the city's buyers, purchasing lots to build new "spec" homes for sale.

Benton Clerk Treasurer Sonya Silvers said the lots "sell really well," particularly since the village enlisted a local Realtor to help market the properties. Of the original 24 lots, four remain unsold and the village is looking into developing other property that it purchased in the past.

"We had the capability to do it, and it saved a lot of money to have the village develop the subdivision," said Silvers. The village hasn't had any negative pushback about the development.

Builders and developers react with caution to the idea of a municipality venturing into the development market. Wisconsin Builders Association (WIBA) Executive Director Brad Boycks solicited his leadership for their reaction to the concept. Two expressed concerns, warning that a municipality could dissuade future private developers from doing business there. One developer told Brad, "They are taking out any future opportunity for development by a private developer to happen in the immediate and/or near future. It is an unwelcome intrusion by government. The municipality can make profit/loss decisions that a private developer is not going to make." WIBA leadership also pointed out that a city can exempt itself from its own fees and other costs, further reducing the cost of the development.

Still others have seen examples where local government's involvement was necessary, either due to weak demand or an unfinished development begun by a private developer. "The City of Waterloo just did one of these on their north side. It was the last phase in a development that was started a long time ago, but never was finished for whatever reason. The city was able to do it and the home site costs were in the \$50-60k range. If a developer had to do it and pay all the fees etc., it might have been \$20-30k more per lot. In the case of Waterloo, once the market was aware of lots just outside of Dane County for \$50-60k, they sold like wildfire" leaders of the WIBA stated.

"I don't see it as competition, because if it is in an area of weak demand, it would be too risky for a developer if the rate of sales was too slow to overcome increased holding costs."

The overwhelming majority of cities and villages in Wisconsin will not choose to tackle a residential development

project on their own, either because the local housing market is functioning properly, or because of the financial risks. As with commercial, industrial, and even public works, a municipality only steps in when needed. "It sounds funny to say, but my job is to help local businesses make money, not compete with them," said Evert. But if the private sector cannot meet the need, then at some point, a municipality has an obligation to act on behalf of its citizens. The most pressing need in most Wisconsin communities, large or small, rural or urban, is for housing.

ICYMI - "Local Governments Can Address Wisconsin's Workforce Housing Shortage" by Kurt Paulsen, Professor of Urban Planning, University of Wisconsin-Madison was featured in the April 2020 *The Municipality*. Use the QR code to read the magazine online.

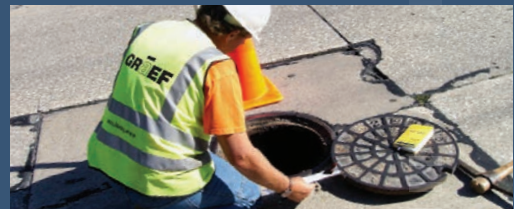


About the Author:

Jerry Deschane is the Executive Director of the League of Wisconsin Municipalities. He is the fifth League Executive Director since the organization was founded in 1898. Contact Jerry at jdeschane@lwm-info.org

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ORDINANCE NO. ____

AN ORDINANCE
TO AMEND SECTIONS 2-52(c) AND 15.10.13(2) AND TO CREATE SECTION 2-3
OF THE CITY OF FORT ATKINSON MUNICIPAL CODE
RELATING TO ALLOWING ELECTRONIC PARTICIPATION AT MEETINGS BY MEMBERS OF CITY
COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES

WHEREAS, on May 18, 2004, the City Council adopted Amended Ordinance 2-52(c) of Article II which governs the City Council meeting; and

WHEREAS, on October 20, 2020, the City Council adopted Section 15.10.13(2) specifying the details of the meetings of the Board of Appeals; and

WHEREAS, since the adoption of the above ordinances, the City Council has determined that the establishment of language allowing for electronic participation by members of the City Council and other boards, commissions, and committees is warranted.

NOW, THEREFORE, the City Council of the City of Fort Atkinson, Wisconsin, do ordain as follows:

Section 1. Section 2-52(c) of the City of Fort Atkinson Municipal Code is hereby amended to read as follows:

“Sec. 2-52. – Meetings.

- (a) *Regular meetings.* The Council shall meet annually on the third Tuesday of April for the purpose of organization, and regular meetings shall be held on the first and third Tuesdays of every month thereafter. If the date for such regular meeting falls upon a legal holiday or day of election, the council may meet the following Thursday.
- (b) *Special meetings.* Special meetings of the council may be called by the council president, or by any two councilmembers or by the city manager, by filing a written notice to members as required by Wis. Stats. §62.11(2); however, such written notice of meeting may be waived by any member.
- (c) *Time and place.* Regular meetings of the council shall be held in the council chambers in the municipal building in the city at 7:00 p.m. Special meetings shall be held at the same place and at the time designated in the notice thereof, except as found in Section 2-3 of the Municipal Code.

(Code 1969, §1.01; Ord. No. 615, 5-18-04)”

Section 2. Section 15.10.13(2) of the City of Fort Atkinson Municipal Code (Zoning Ordinance) is hereby amended to read as follows:

“Section 15.10.13: Board of Zoning Appeals

- (2) Meetings. All meetings of the Board shall be held at the Municipal Building unless a different meeting place is announced in a public notice of the meeting, except as found in Section 2-3 of the Municipal Code. All meetings shall be held at the call of the Building Inspector and at such other times as the Board may determine. The Building Inspector, or in his absence the Acting Chairman, may administer oath and compel the attendance of witnesses. Three (3) members shall constitute a quorum.”

Section 3. Section 2-3 of the City of Fort Atkinson Municipal Code is hereby created to read as follows:

“Section 2-3. – ~~Reserved.~~ Remote Electronic or Virtual Meetings.

- A. Remote electronic or virtual meetings generally. In lieu of meeting in person at the Municipal Building, the City Manager may make any meetings of the City Council, or its committees, including any Special Meeting, a remote electronic or virtual meeting or a hybrid meeting. A remote electronic or virtual meeting shall be conducted partially or entirely by telephone, electronically, or by other means of two-way communication so as to provide maximum participation by members and the public, in a manner consistent with the provisions of the Wisconsin Open Meetings law. A hybrid meeting combines virtual and in-person participation by the Council, Committees, Staff, and/or the public in order to accommodate schedules and promote engagement. Such meetings may also take place upon a majority vote of the City Council in advance of the proposed meeting date.
- B. Members attending virtual and/or hybrid meetings. All members of the City Council or committees shall be provided the capability to hear one another or otherwise communicate with one another during the conduct of the meeting, and to hear or read all discussion, comment, and testimony in a manner designed to provide greatest amount of openness and participation. Whenever possible, a two-way video connection should be utilized by member(s) appearing in this manner.
- C. Public attending virtual and/or hybrid meetings. Members of the public shall be able to hear or read all discussion, testimony and votes, in a manner designed to provide maximum notice and openness. For meetings or hearings requiring public commentary or input, a method shall be utilized to assure that such comment or input shall be received in a timely manner by the members of the City Council, boards, commissions or committees.
- D. Quorum. Virtual meeting attendance by any or all members of the City Council, boards, commissions, or committees shall be considered the same as physical

presence at the meeting for purposes of counting toward quorum and the ability to cast a vote at the meeting.

E. Minutes. The minutes of a meeting conducted by telephone, electronically, or other means are open to public inspection. Any audio or video recording of the meeting shall be made available in accordance with Wisconsin public records law and retained by the custodian of records in accordance with the City's records retention schedule.

F. Technical requirements and malfunctions. Each member is responsible for his or her connection to the internet and telephone conference call; no action shall be invalidated on the grounds that the loss of, or poor quality of, a member's individual connection prevented him or her from participating in the meeting.

G. Other Boards and Commissions. Other boards and commissions performing business for or on behalf of the City of Fort Atkinson, including citizen commissions, shall be permitted to conduct meetings in the manner described above.

Section 4. This ordinance shall take effect upon passage, posting, or publication as provided by law.

Enacted by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, this _____ day of _____, 2021.

Chris Scherer, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director

ORDINANCE NO. ____

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Enacted by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, this _____ day of _____, 2021.

Chris Scherer, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



CERTIFIED SURVEY MAP REPORT TO THE CITY COUNCIL

DATE: September 7, 2021

PROPERTY ADDRESS: 520 Edward St; 509
Clarence St

EXISTING ZONING: Med. Industrial / Two Flat
Residential

PARCEL NUMBER: 226-0614-3433-032;
226-0614-3433-029

PROPOSED ZONING: Institutional

OWNER: Brian Knox / Hoard Trust

EXISTING LAND USE: Commercial, Residential

APPLICANT: BASE Fort Atkinson

REQUESTED USES: Community Center / After School
Care

FILE NUMBER: CSM-2021-05

REQUEST OVERVIEW:

BASE, Badgerland After School Enrichment Program, has submitted an application for a preliminary Certified Survey Map, combining the lines among two different parcels to accommodate a new campus near the intersection of Lorman and Clarence St. The applicant will combine both parcels into a single lot. Planning Commission reviewed and recommended approval to the City Council at their August 24, 2021 meeting.

PUBLIC NOTICE:

Public Notice is not required for this Certified Survey Map

COMPREHENSIVE LAND USE PLAN (2019):

The subject parcel lies at the boundary of the North Railway District and Central Neighborhood District. Opportunities are noted below for these two areas within their respective story maps. After school care is a significant need within the community, as evidenced by the operations of BASE within the school district facilities over the last several years. The close proximity of Ralph Park will be a well utilized resource for this group. Consolidating this program within a single space will allow for additional programming opportunities. The location at the edge of an older residential neighborhood will provide a needed boost to the area. This development is in concert with the City's Comprehensive Plan.

NORTH RAILWAY DISTRICT PLANNING AREA

FIGURE: 2.14

CITY OF FORT ATKINSON
FUTURES OPEN HOUSE



Opportunities

- "Live-work" focus
- Business growth - infill industrial sites
- Job-focused redevelopment in areas closer to park & downtown
- Employment focused redevelopment (e.g. K-Mart site)
- Superior natural entryway experience

Conceptual Land Uses

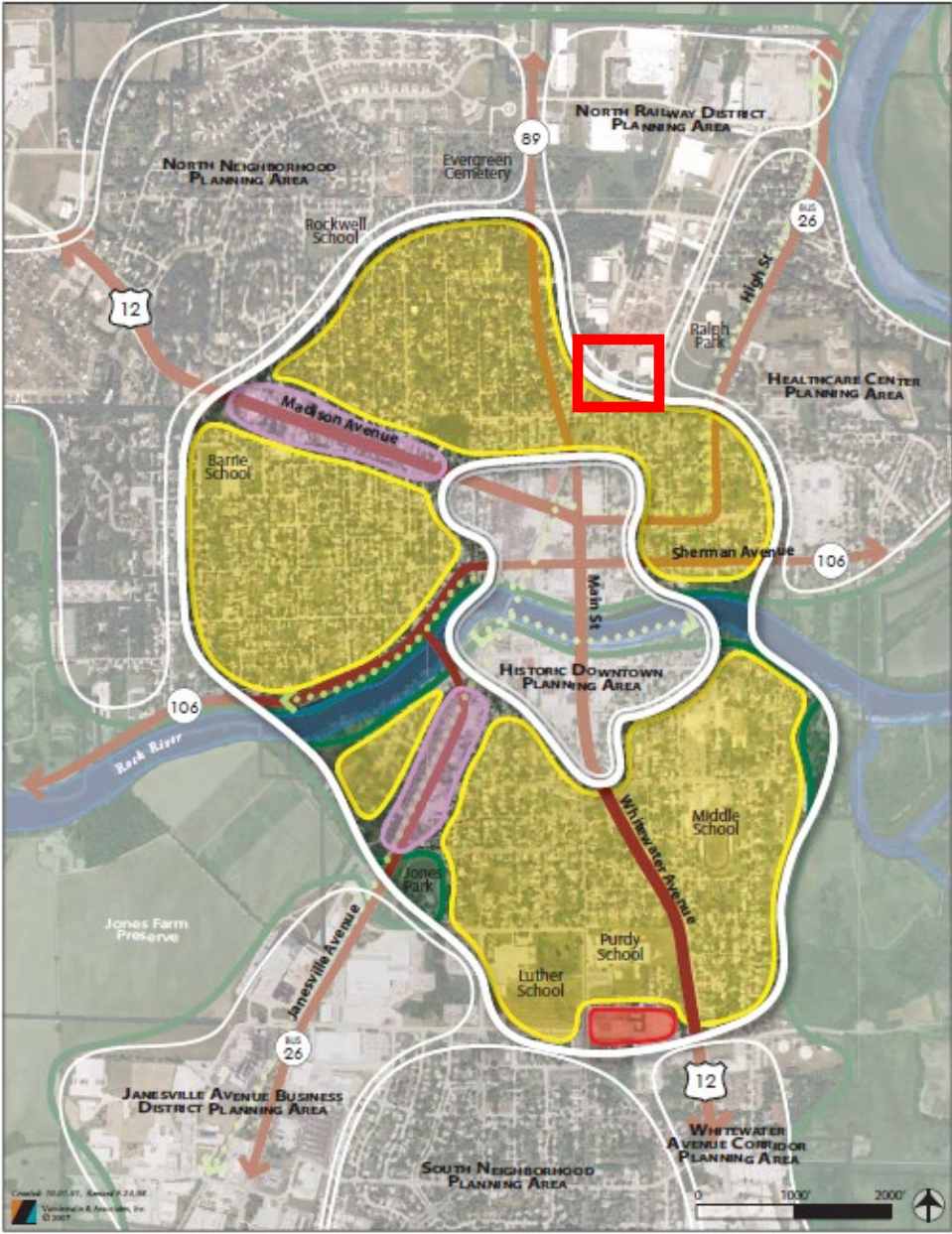
- Community Commercial
- Downtown
- Major Institutions
- Mixed-Use
- Neighborhood
- Employment
- Environmental Corridors
- Agriculture
- Existing Major Roads
- Potential Future Roads
- Main Trails (Existing & Proposed)

Note: This map is not a Detailed Future Land Use Map or Future Transportation Map for zoning and other decision making. The purpose of this map is to show conceptual future growth options and facilitate public discussion.

CENTRAL NEIGHBORHOODS PLANNING AREA

FIGURE: 2.16

CITY OF FORT ATKINSON
FUTURES OPEN HOUSE



Opportunities

- Urban living experience
- Single family neighborhood character
- Historic preservation balanced with modernization
- Bed & Breakfast Opportunities
- Schools, parks & downtown as gathering places
- Parks & streets maintenance & improvements
- Neighborhood retail revitalization, along Janesville, Madison & Whitewater Avenues

Conceptual Land Uses

- Community Commercial
- Downtown
- Major Institutions
- Mixed-Use
- Neighborhood
- Employment
- Environmental Corridors
- Agriculture
- Existing Major Roads
- Potential Future Roads
- Main Trails (Existing & Proposed)

Note: This map is not a Detailed Future Land Use Map or Future Transportation Map for zoning and other decision making. The purpose of this map is to show conceptual future growth options and facilitate public discussion.

RECOMMENDATION:

Staff recommends that the City Council approve this one-lot Certified Survey Map for the properties located at 520 Edward Street and 509 Clarence Street to accommodate the redevelopment of the site for the BASE program.

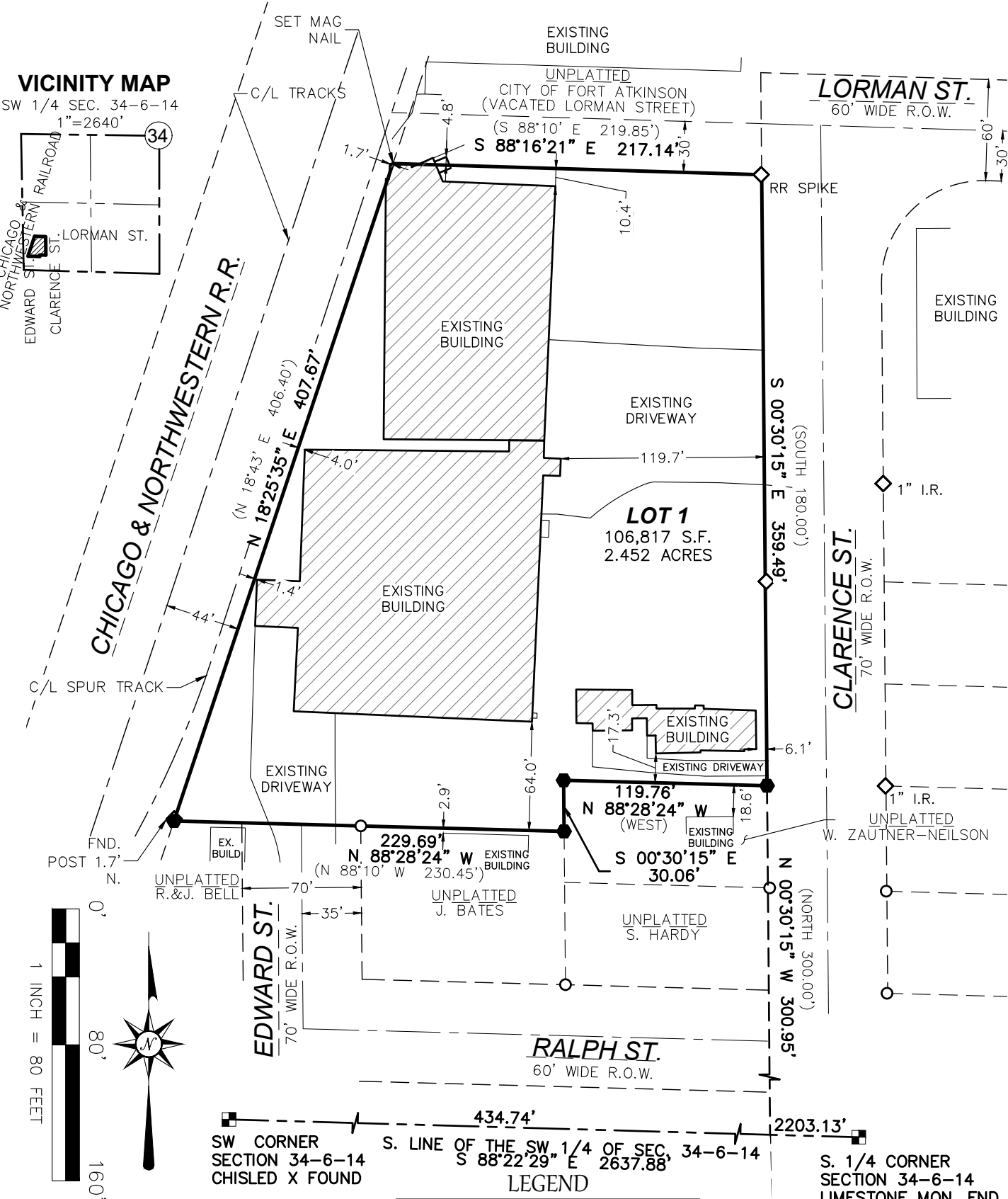
ATTACHMENTS:

Preliminary CSM

PRELIMINARY

JEFFERSON CO. CERTIFIED
SURVEY MAP NO. _____

UNPLATTED LANDS BEING PART OF THE SOUTHWEST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 34, TOWN 6 NORTH, RANGE 14 EAST, CITY OF
FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN



PREPARED FOR:
WD HOARD AND SONS CO.
P.O.BOX 801
FORT ATKINSON, WI. 53538



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DATED 07/13/2021
JOB# 21136
SHEET 1 OF 4

THIS INSTRUMENT WAS DRAFTED BY MATTHEW T. O'ROURKE, S-2771

JEFFERSON CO. CERTIFIED SURVEY MAP NO. _____
UNPLATTED LANDS BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 6
NORTH, RANGE 14 EAST, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, MATTHEW T. O’ROURKE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF UNPLATTED LAND BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 6 NORTH, RANGE 14 EAST, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 34, TOWN 6 NORTH, RANGE 14 EAST; THENCE S 88°22’29” E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 34, 434.74 FEET TO THE WEST RIGHT–OF–WAY OF CLARENCE STREET; THENCE N 00°30’15” W, ALONG THE WEST RIGHT–OF–WAY OF CLARENCE STREET, 300.95 FEET TO THE POINT OF BEGINNING; THENCE N 88°28’24” W, 119.76 FEET; THENCE S 00°30’15” E, 30.06 FEET; THENCE N 88°28’24” W, 229.69 FEET TO THE EAST RIGHT–OF–WAY OF THE CHICAGO & NORTHWESTERN RAILROAD; THENCE N 18°25’35” E, ALONG THE EAST RIGHT–OF–WAY OF THE CHICAGO & NORTHWESTERN RAILROAD, 407.67 FEET; THENCE S 88°16’21” E, 217.14 FEET TO THE WEST RIGHT–OF–WAY OF CLARENCE STREET; THENCE S 00°30’15” E, ALONG THE THE WEST RIGHT–OF–WAY OF CLARENCE STREET, 359.49 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 106,817 SQUARE FEET OR 2.452 ACRES

THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF THE WD HOARD AND SONS CO. OWNER OF SAID LANDS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH PROVISIONS OF S. 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION CONTROL ORDINANCE OF THE CITY OF FORT ATKINSON IN SURVEYING, AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 20_____.

MATTHEW T. O’ROURKE, S–2771

JEFFERSON CO. CERTIFIED SURVEY MAP NO. _____

**UNPLATTED LANDS BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 6
NORTH, RANGE 14 EAST, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN**

CORPORATE OWNER'S CERTIFICATE

WD HOARD & SONS CO., A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, MAPPED, AS REPRESENTED ON THIS PLAT.

WD HOARD & SONS CO., DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF FORT ATKINSON IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY: _____, ITS PRESIDENT, AND COUNTERSIGNED BY _____, ITS _____, AT _____ WISCONSIN, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED ON THIS _____, DAY OF _____, 20____.

IN THE PRESENCE OF:
CORPORATE TITLE: _____

PRINT NAME: _____

SIGNED: _____

COUNTERSIGNED BY TITLE: _____

PRINT NAME: _____

SIGNED: _____

CORPORATE OWNER'S NOTARY CERTIFICATE

STATE OF _____)
COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____, _____, AND _____ OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE _____ AND _____ OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

(NOTARY SEAL) _____ WISCONSIN

NOTARY PUBLIC, _____,

MY COMMISSION EXPIRES _____.

JEFFERSON CO. CERTIFIED SURVEY MAP NO. _____
UNPLATTED LANDS BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 6
NORTH, RANGE 14 EAST, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN

CITY OF FORT ATKINSON PLAN COMMISSION

THIS LAND DIVISION IS HEREBY APPROVED BY THE PLAN COMMISSION OF FORT ATKINSON, THIS

_____ DAY OF _____, 20____.

PRINT OFFICIAL TITLE: _____ PRINT OFFICIAL TITLE: _____

SIGNATURE: _____ SIGNATURE: _____

PRINT NAME: _____ PRINT NAME: _____

CITY OF FORT ATKINSON CITY COUNCIL

THIS LAND DIVISION IS HEREBY APPROVED BY THE FORT ATKINSON BOARD,

THIS _____ DAY OF _____, 20____.

PRINT OFFICIAL TITLE: _____ PRINT OFFICIAL TITLE: _____

SIGNATURE: _____ SIGNATURE: _____

PRINT NAME: _____ PRINT NAME: _____

CITY OF FORT ATKINSON TREASURER/CLERK

THIS LAND DIVISION IS HEREBY APPROVED BY THE CITY OF FORT ATKINSON ,

THIS _____ DAY OF _____, 20____.

MICHELLE A EBBERT – CITY CLERK/TREASURER



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

MEMORANDUM

DATE: September 7, 2021

TO: Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Review and possible action relating to the Ryan Brothers Fort Atkinson, LLC, Contract for Provision of Ambulance and Emergency Medical Services (EMS)

BACKGROUND

The City of Fort Atkinson ("City") and Ryan Brothers Fort Atkinson, LLC ("RBA"), have a contract stating that RBA is to provide 911 ambulance service within the City limits ("Contract"). The current contract was entered into on January 1, 2006, and renews annually unless either part elects not to extend the Contract.

Per the Contract, notice to prevent the automatic extension must be given between September 1st and November 30th of the year prior to the year in which the Contract will terminate at year end. For example, if either party wants to terminate the Contract on December 31, 2022, notice must be provided to the other party between September 1 and November 30, 2021.

DISCUSSION

The City is proposing to bring 911 ambulance service under the umbrella of the Fire Department. The City is proposing to hire 6 full-time Firefighter/Paramedics and 6 full-time Firefighter/Emergency Medical Technicians (EMTs). The full-time staff will provide 24/7 coverage for both emergency fire and ambulance calls for service.

Staff intends to request the City Council review and approve a Public Safety Referendum question to be on the April 5, 2022 ballot in January 2022. The referendum question will ask voters to exceed the City's state-imposed levy limits to pay for the additional staffing for the Fire Department to provide full-time firefighters/EMS staff as described above and two additional police patrol officers starting January 1, 2023.

If the referendum question is approved in April 2022, staff will proceed in making arrangements to transition from the contracted 911 ambulance and EMS service in-house starting in 2023. Bringing the service under the City's control will provide opportunities for additional community-based services, such as community paramedicine.

In addition to providing paramedic-level emergency response capabilities to the community, this proposal will bring four full-time cross-trained firefighters on-site 24 hours per day, seven

days per week. The Department's emergency fire response will still be supported by our volunteer members for structure fires, such as the incident on August 10th. However, staffing the Fire Station will allow call response within 90 seconds of dispatch. Staffing will also reduce the number of calls to which the volunteers respond significantly. This will reduce the stress on our volunteers, their families, and employers, and will extend the sustainability of the volunteer aspect of the City's fire service many years into the future.

Staff continues to work out the details of the proposal and the amount needed through the referendum process. At the September 7th meeting, the Council may authorize staff to seek assistance from a communications consultant to develop the referendum question, determine the appropriate amount, and communicate its necessity to the public.

If the referendum question is approved in April 2022 and the City hires the additional staff in the Fire Department, the Contract with RBA will no longer be needed. However, the Contract requires notice between September 1st and November 30th of 2021 to terminate on December 31, 2022. Therefore, this decision cannot wait until the results of a referendum question are known.

If the referendum fails, there will still be time to pursue a new contract with RBA or another private company and/or review other options for 911 ambulance service in the community.

FINANCIAL ANALYSIS

Per the current Contract, the City will pay \$112,000 for 911 ambulance and EMS service in 2022. Regardless of the decision on this agenda item, the City will continue to pay RBA under the current Contract terms in 2022.

There are significant financial impacts of providing full-time Fire/EMS service. Those impacts will become clear and be communicated to the Council and the public over the next several months. The staffing proposal will be more expensive than the current contract with RBA, hence the need for the referendum to exceed levy limits. However, note that there are significant revenues associated with paramedic-level EMS service that will assist in defraying the overall operating costs of the program. There are also additional benefits of providing the service with City staff including response time for fire and EMS calls, the possibility of implementing a community paramedicine program, and control over fees associated with services.

RECOMMENDATION

Staff recommends that the City Council provide official notice to prevent the automatic extension of the 911 ambulance service contract with Ryan Brothers Fort Atkinson, LLC, which will end the existing contract for services on December 31, 2022 at 11:59 PM CDT.

ATTACHMENTS

Agreement for Ambulance Services, 2020 Ryan Brothers Annual Report

"EXHIBIT A"

AGREEMENT FOR AMBULANCE SERVICES

AGREEMENT entered into this 1st day of January, 2006, by and between the City of Fort Atkinson (hereinafter the "City"), and Ryan Bros. Fort Atkinson, LLC (hereinafter "Provider").

RECITALS

WHEREAS, the City is a municipal unit of government operating pursuant to Chapter 62 of the Wisconsin Statutes, and

WHEREAS, Provider is a Wisconsin Corporation with its principal place of business at 922 South Park Street, Madison, Wisconsin, engaged in the business of providing ambulance and emergency services; Provider is licensed by the State of Wisconsin to provide such services and employs a qualified staff of ambulance attendants to provide medical care to sick, injured or disabled persons, and

WHEREAS, the City recognizes the desirability of promoting the availability of adequate and reliable 911 ambulance service to persons within the City, and accordingly, the City desires that Provider provide ambulance service (as set forth below) within its boundaries.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. AGREEMENT PERIOD. This Agreement shall commence on January 1, 2006 at 12:01 a.m. and terminate no later than December 31, 2008 at 12:00 p.m. However, each year beginning January 1, 2007, this Agreement will be extended for an additional calendar year unless one of the parties notifies the other in writing that the Agreement is not to be extended. The first extension will be for the year January 1, 2009, to December 31, 2009. Notice to prevent such automatic extension must be given between September 1 and November 30 with the first such period to be between September 1, 2007 and November 30, 2007. Again, it is the specific intent of the parties that the terms of this Agreement will be automatically extended year-to-year until a party notifies the other party of that party's election not to extend the contract as set forth herein.
2. PROVISION OF SERVICES. The provider agrees to provide no less than two appropriately equipped ambulances, all of which shall be based within the City to provide ambulance services upon call to any and all persons in need of such services within the City. The parties recognize that Provider may need to make a request for mutual aid from other area providers if the Provider is unable to perform due to other simultaneous usage of its ambulances (required herein) engaged in emergency transfers.

One (1) ambulance will be staffed 24-hours a day, seven days a week with on-site personnel and same must respond to 911 calls as

dispatched by the 911 center for service. A second ambulance will be staffed 24-hours a day, seven days a week with on-call personnel and may also respond to either emergency or non-emergency requests for service. Additional ambulances may be staffed as needed provided personnel are available. Unless ample staffing is available, the Provider will put off non-emergency out-of-town transfers while the first two ambulances mentioned above are simultaneously engaged in assignments. Such ambulances shall be properly approved and licensed by the necessary authorities. The Provider agrees to maintain all vehicles and related equipment in good working order as required by State law. The Provider also agrees to maintain all necessary licenses for the operation of the ambulance service. All EMTs functioning as ambulance attendants shall be licensed by the State of Wisconsin. The provisions of this paragraph do not apply to Provider's ambulances not devoted to the City.

In return, the City agrees to enter into no other ambulance service agreements during the time period this Agreement is in effect. Further, the City shall use no other provider for the services herein contemplated except upon such occasion as all of the Provider's available ambulances are engaged in assignments or otherwise unavailable. The parties stipulate that the City shall incur no liability for services rendered by the Provider, except as provided herein.

3. AMBULANCE STAFFING. The Provider will provide appropriate management to supervise the operation and provision of services as set forth herein. The Provider will schedule a two-person ambulance crew for each unit staffed under this Agreement.
4. OTHER RELATED SERVICES. The primary area within which the Provider shall provide ambulance services shall be the area within the City's legal boundaries. With the prior written consent of the City, the Provider shall also provide services to other Townships adjacent to the City and located within the "primary service area" as designated on Exhibit "A" (area in yellow), which is attached hereto and incorporated herein.

Upon commencement of this Agreement, the Provider shall provide at least EMT-IV Tech service, in accordance with HFS 110, on the front line 24-hour ambulance. In addition, the Provider shall also provide at least EMT-Basic service, in accordance with HFS 110, on the back-up on-call ambulance. Both ambulances will be based in the City.

The Provider will maintain mutual aid agreements with other nearby ambulance services, provided those services are able and willing to enter into such an agreement. The Provider will provide the City with a copy of any written mutual aid agreement to which the Provider becomes a party. When the use of mutual aid is needed in the City, the Provider will call upon other services based on their proximity to the call and/or capability.

5. CITY-PROVIDED SERVICES. The City shall receive emergency requests for ambulance service through its 911 communications center (the City Police Department and Jefferson County Sheriff's Department) and promptly notify the Provider via pager of the location and nature of each ambulance call. See attached Standard Operating Guidelines, Exhibit B, between Fort Atkinson Fire Department and EMS Provider.
6. SERVICE FEES. The Provider shall be responsible for billing and collecting all patient fees and charges at rates to be determined by the Provider. The Provider shall be responsible for all costs of providing services under this Agreement except as otherwise provided herein.

It is agreed that the City, through its police and fire departments, will provide assistance to its citizens in the course of emergency medical responses as is appropriate. No costs will be incurred by the Provider for services provided by the City to its citizens. It is understood between the parties that the City cannot provide EMS or transport services.

7. MISCELLANEOUS PROVISIONS.

- (a) Inspections. The City will be allowed, upon request, to inspect and examine the Provider's equipment and inspection sheets as they relate to the Provider's operation in the City.
- (b) Service to Other Townships. Should the City enter into Agreements with any of the surrounding participating Townships (see Exhibit "A") to provide 911 ambulance services, Provider shall be required to provide to said Townships within the primary service area, the same services as it is to provide the City as set forth in this Agreement. The parties agree that the Provider is not required to furnish any additional ambulances, equipment or personnel except as provided herein. It is expressly understood that utilizing ambulances based in Fort Atkinson pursuant to paragraph 2 of this Agreement to satisfy service obligations to surrounding Townships and entities within such Townships is permitted, so long as the ambulances required in paragraph 2 of this Agreement continue to be based in Fort Atkinson.

"Based in Fort Atkinson" means only that the ambulances specified in paragraph 2 are parked in Fort Atkinson: (a) during times when said ambulances are not on, or returning from, services calls; or (b) during times when said ambulances are not undergoing repair or maintenance services.

- (c) Fort Health Care Memorandum of Understanding. The Provider has entered into a Memorandum of Understanding with Fort Health Care to be the primary ambulance service for interfacility ambulance transports. Due to the fact that the revenue from the interfacility transports offsets the cost to the City, in the

event that Fort Health Care elects to discontinue or modify its relationship with the Provider which results in a decrease in call volume to the Provider, the City and the Provider will open negotiations in regard to future subsidies.

8. PROVIDE SUFFICIENT INSURANCE. The Provider will, at its own expense, provide comprehensive liability insurance to cover all activities done by it, its employees and agents, in pursuance of this Agreement. Such insurance coverage shall be considered as a condition precedent to all the Provider's rights and all of the City's duties and liabilities hereunder. Certificate of Insurance for liability coverage showing coverage limits satisfactory to the City shall be provided to the City upon request. The City shall be notified in writing, promptly after the Provider is notified, of any material change in the insurance coverage held by the Provider. Such insurance shall be obtained from a company licensed by the State of Wisconsin to issue such insurance. The City shall be named as an additional insured. If Provider fails at anytime to maintain such insurance, the City may obtain such insurance and deduct the cost of the premiums for same from any amounts paid by it to the Provider. The policy of insurance shall be in an amount of one million dollars (\$1,000,000) on an occurrence basis.
9. FEES FOR SERVICES. As an inducement to Provider to enter into this Agreement, the City shall pay to Provider as a subsidy, the following sums:
 - (a) For the calendar year 2006, the subsidy paid by the City to the Provider shall be \$75,000 (the base amount) plus a sum calculated by multiplying the base amount by the percentage of change in the preceding year's Consumer Price Index (or C.P.I.) as that term is defined below. The total of those two sums shall constitute the adjusted base amount. The adjusted base amount shall be paid in twelve (12) equal monthly installments commencing in January, 2006.
 - (b) The adjusted base amount to be paid by the City to the Provider shall continue to be adjusted on an annual basis for each year this Agreement is in force. Said annual adjustment shall be calculated on each anniversary date (January 1) using the same formula as set for the above. The amount of the adjustment shall be added to the adjusted base amount and used to calculate the amount of the adjustment for the next year. This procedure shall repeat itself annually. As stated above, the adjusted base amount shall be paid in equal monthly installments.
 - (c) For the purpose of this Agreement, the term "Consumer Price Index" or "C.P.I." shall mean the relative cost of living prepared by the United States Government for urban wage earners and clerical workers. All items to be based on Milwaukee, Wisconsin as the urban area. The parties specifically agree, however, that the Consumer Price Index (C.P.I.) shall not exceed

seven percent (7%) per annum in calculating the adjustment in any one year.

- (d) The parties acknowledge that the City will, in the near future, approach the surrounding Townships for the purpose of securing further Agreements as to providing ambulance services for those areas. Provider agrees that any sums paid by said Townships under such Agreements, will be the property of the City and the Provider shall have no interest in same.

Provider acknowledges, however, that it has a duty to perform the duties set forth in this Agreement throughout the "primary service area" as shown in Exhibit "A". The subsidy paid to Provider by the City takes into account the fact that Provider has such a duty. The parties have agreed that the City shall approach the surrounding Townships for contributions to the cost of this Agreement. If the City is not able to successfully negotiate an Agreement with a given Township, it shall notify Provider and Provider shall not provide ambulance services (except for mutual aid) to that area until otherwise notified by the City. The City will not expand the scope of the primary service area without the prior approval of the Provider. The area which is contained in the primary service area is more particularly defined in Exhibit A attached hereto and incorporated herein by reference.

- (e) Provider shall be entitled to receive and keep all sums realized from providing ambulance services pursuant to this Agreement subject to the aforementioned revenue sharing negotiations. Provider is liable for all costs and expenses in carrying out its duties hereunder and shall hold the City harmless from same.

- 10. INDEPENDENT CONTRACTORS. The relationship between the parties is that of independent entities contracting for the provision of services. No provision of this Agreement is intended to, or shall be construed to, render one party an agent, employee, servant or partner of the other. Neither party shall represent to any third party or entity that it is authorized to enter into any contract for or on behalf of the other party. Neither party shall execute any contract for or on behalf of the other, nor attempt to bind the other to any obligation, without the other party's written consent. The Provider will, at all times during the provision of services hereunder, be deemed an independent contractor and will at all times retain full and complete control over the well-being of any transported patient, including the sole control over the methods and procedures used for transporting patients and for the life support provided by the Provider's personnel. The Provider also, at all times, will retain full and complete responsibility for the safe transport of any City employee that accompanies a patient during transport unless the loss is caused by the intentional or negligent act of an employee of the City.

11. DISCLAIMER. It is understood and agreed that neither of the parties to this Agreement shall be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction, and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties. In the event of a claim for any wrongful or negligent act, each party shall bear the cost of its own defense.
12. HOLD HARMLESS. The Provider will hold the City harmless and will indemnify the City from any injury to any third party claims against the City as the sole result of an act or omission of the Provider's employee during the provision of services under this Agreement. The City, as a prerequisite to the Provider's duty to indemnify and hold harmless, shall immediately notify the Provider in writing upon receipt of notice of any such claim, and shall provide the Provider with any information it has concerning the nature of the claim, the identity of the claimant and the identity of any witnesses to the alleged act or omission. Upon receipt of such notice, the Provider shall, at the Provider's cost, compromise, settle or defend against said claim on the City's behalf using counsel of the Provider's choice. Any settlement, compromise or verdict so obtained by the Provider, together with the costs thereof, shall be paid solely by the Provider. The City shall be deemed to have relinquished control of the claim to the Provider by providing the written notice of the claim to the Provider.

In the event any claim by a third party against either the Provider or the City involves the acts or omissions of both the City and the Provider's employees, each party will defend itself and its employees and the hold harmless and indemnification provisions of this paragraph shall not apply.
13. LICENSES AND CERTIFICATIONS. The Provider agrees to provide the City upon request with a copy of all certifications and licenses for the company and its employees that are required to effectuate the services described in this Agreement.
14. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the Provider and the City. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original.
15. MODIFICATIONS TO AGREEMENT. There shall be no modifications of this Agreement, except in writing and signed by both parties.
16. ASSIGNMENT OF AGREEMENT. No assignment of this Agreement, or the rights and obligations hereunder, shall be valid and binding on either party without prior written consent from both parties. The City shall not unreasonably withhold written consent to an assignment

by the Provider, and no written consent shall be required for an assignment of this Agreement by the Provider to a subsidiary or other related corporation.

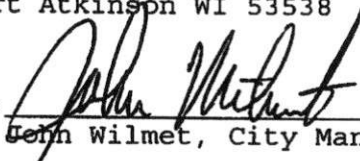
17. CONTACT PERSON. Any notice or demand required under this Agreement will be in writing, will be personally served or sent by certified mail, return receipt requested, postage prepaid, or be a recognized overnight carrier which provides proof of receipt, and will be sent to the addresses below. Either party may change the address to which notices are to be sent by sending written notice of such change of address to the other party. The contact person for the City shall be the City's Fire Chief. In his absence, the City Manager shall be the contact person. The contact person for the Provider shall be Erin Ryan, 922 South Park Street, Madison, Wisconsin, 53715; telephone 608-257-9591. In his absence, the contact person shall be Patrick T. Ryan.
18. PERFORMANCE STANDARDS. The Provider, in its performance of this Agreement, shall meet any standards as set forth in Wisconsin Statutes, Wisconsin Administrative Code and Health and Human Services rules on EMS where applicable.
19. EVALUATION OF CONTRACT COMPLIANCE. Commencing on or before February 1, 2006, and annually thereafter, the Provider shall submit to the City, an annual report. Said report shall contain the following information:
 - (a) The number of ambulance calls performed by Provider for the covered area during the preceding year;
 - (b) The response times for same;
 - (c) The number of complaints filed with Provider during the preceding year by residents of the covered area, other customers and governmental agencies. The nature of the complaints shall also be included;
 - (d) The response and/or resolution of such complaints;
 - (e) A cash flow statement for the covered area during preceding year; and
 - (f) Training and operational activities.
20. INVALID PROVISIONS. In the event that a provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will remain in full force and effect.
21. CONFLICTS WITH LAWS. Nothing in this Agreement is intended to conflict with applicable Federal, State or local laws and regulations. Should such conflicts exist, the parties agree to follow applicable laws and regulations.

22. CONTROLLING LAW - VENUE. This Agreement shall be governed by the laws of the State of Wisconsin. The parties agree that any action brought by either party to enforce or interpret this Agreement, or any action for breach of this Agreement, shall be brought in the Circuit Court, Jefferson County, Wisconsin, where venue shall exclusively lie.
23. UNRESOLVED COMPLAINTS. All complaints against Provider as set forth above in paragraph 19 shall be forwarded to the Ambulance Advisory Committee of the City and the Provider for further review and possible action. The Provider shall be given prior notice of such hearings and/or other action filed with or taken by the City.
24. DEFAULT. If either party commits a breach of this Agreement, the non-breaching party may notify the breaching party in writing of the relevant facts causing the breach. The writing shall be addressed to the breaching party's contact person and may be mailed or personally served. The breach must be cured within ten (10) days from the date of mailing or service to the satisfaction of the non-breaching party (or, if such default is not susceptible of cure within ten (10) days, the breaching party must make reasonable efforts to effect such cure and thereafter reasonably pursue such cure to completion). If the breaching party fails to cure the breach, the non-breaching party may then terminate this Agreement.
25. FORCE MAJEURE. The Provider shall be excused from performance under this Agreement if for any period the Provider is prevented from performing any obligation pursuant hereto, in whole or in part, as a result of an Act of God, war, civil disturbance, catastrophe, court order, labor dispute or cause beyond its reasonable control, including shortages or fluctuations in electrical power, heat, light, air conditioning or fuel shortages. In the event the Provider cannot obtain alternate services, the City may exercise its right to contract temporarily with another service until the Provider is once again able to meet the needs of the City.
26. NOTICE OF LITIGATION. The Provider and the City shall promptly notify the other in the event that any party learns of any threatened or actual litigation in which it is a party defendant in a case, which involves services provided under this Agreement. Within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any Federal or State court, or with any administrative or regulatory agency or after receiving notice of threatened litigation, the party so served or notified shall deliver copies of such document(s) to the other party.
27. HEADINGS AND CAPTIONS. Headings and captions are for the convenience of reference only, and do not form a part of this Agreement.
28. BINDING EFFECT AND AUTHORITY. The parties agree that this Agreement shall not be binding on either party unless and until it is executed

by an authorized representative of each party. The City and the Provider represent that their representative signatory, whose signature appears below, has been and is, as of the date he or she signs this Agreement, duly authorized by all necessary, appropriate and applicable corporate legal action to execute this Agreement.

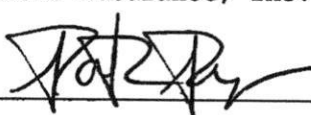
29. NO INFLUENCE ON REFERRALS. It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided.
30. AGREEMENT READ AND UNDERSTOOD. The parties hereto have read and understand this entire instrument and acknowledge that they both have had competent legal counsel available to them in their review and execution of said Agreement.
31. DEFINITIONS. The purpose of this Agreement is to provide to the residents of the City, 911 ambulance service. References to this term in this Agreement deal with requests for ambulance service through the established system for emergency care (i.e. 911 ambulance service).
32. MISCELLANEOUS. Should Jefferson County (Wisconsin) at any time adopt a County-wide system for ambulance and other related care, then the parties agree that this Agreement would be null and void as of that date. The parties would then be able to renegotiate the terms and conditions of this Agreement.

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

By:  8/22/05
John Wilmet, City Manager Date

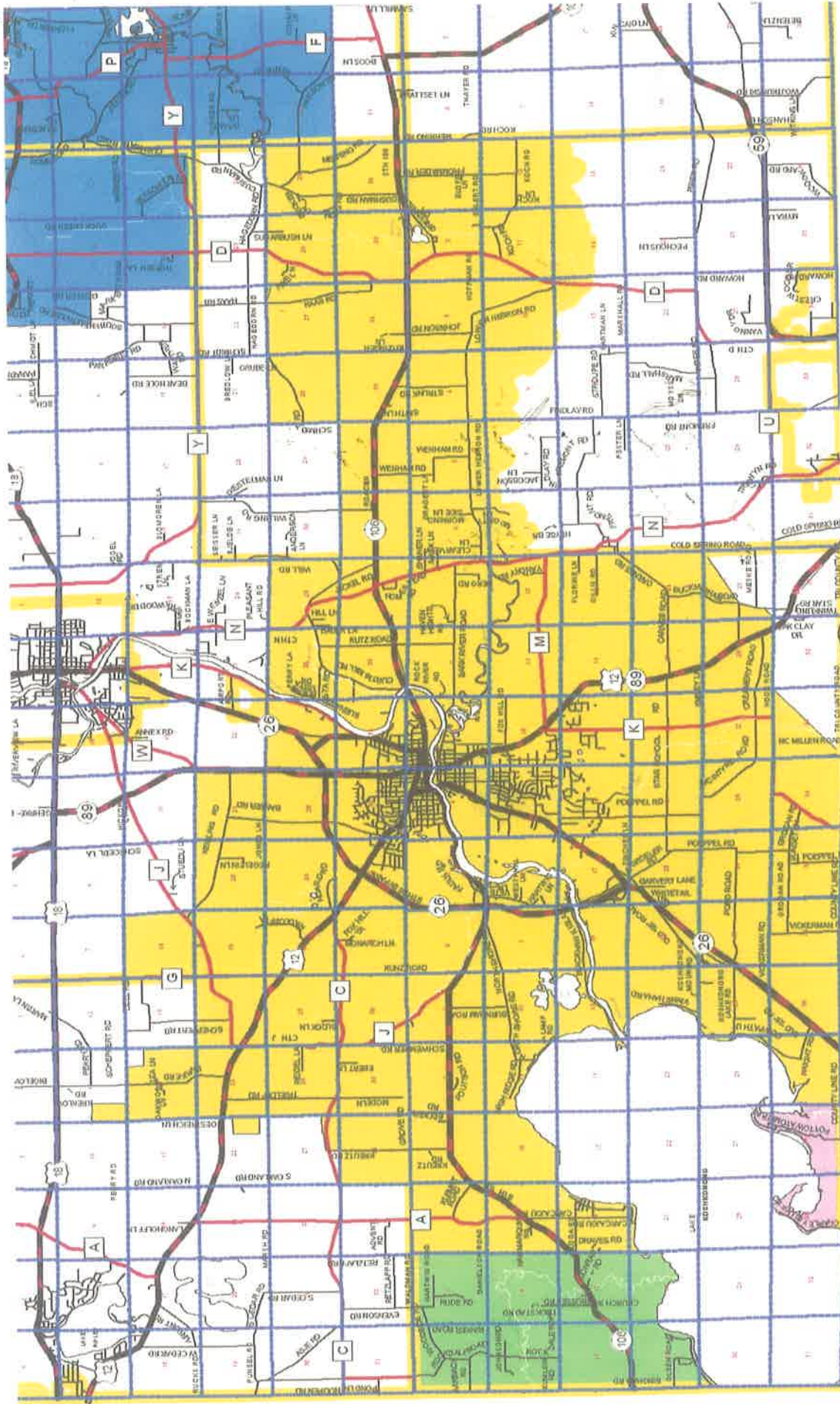
The terms and conditions of this Agreement are guaranteed by Ryan Brothers Ambulance, Inc.

RYAN BROS. FORT ATKINSON, LLC
922 South Park Street
Madison WI 53718

By:  8/24/05
Date

By:  8/24/05
Date

EXHIBIT A



- | | |
|---------------|---------------|
| RYAN BROTHERS | WATERLOO |
| PALMYRA | WATERTOWN |
| WHITewater | IXONIA |
| MILTON | SULLIVAN |
| EDGERTON | JOHNSON CREEK |
| JEFFERSON | LAKE MILLS |
| | CAMBRIDGE |

RYAN BROTHERS AND SURROUNDING DISTRICTS

Fort Atkinson Fire Department
Rescue Squad

Operations Manual
Emergency Operations

Fort Atkinson Fire Department Rescue Squad
Standard Operating Guidelines

CHAPTER: Command Procedures 109.01

SUBJECT: Fort Fire Rescue and Private Ambulance Service Guideline

DATE: December 6th, 2001

Scope: Use of the Incident command system between Ambulance Services and Fort Fire Rescue

Purpose: To enhance the organization of a call between Fire Rescue service and the private ambulance service.

Guideline: Operational guideline for communications

RESPONSE:

Any call that requires the Fort Atkinson Fire Department Rescue Squad to work with the City of Fort Atkinson's private ambulance provider or any other ambulance service within our district, the following guidelines shall be followed.

It is the responsibility of both services to concern themselves with scene safety upon arrival at any accident scene. Given the differences in response by Fort Fire Rescue and a private ambulance service, it is usually the case that the private ambulance service will arrive first, ahead of the first Fort Fire Rescue apparatus. Depending on geographic locations and/or staffing it is possible for Fort Fire Rescue to arrive on scene first. In either case, the same guideline can be followed.

If the first arriving unit is the private ambulance, a **medical sector** must be established. The designation of who will be the medical officer is the responsibility of the private ambulance service, following their company guidelines. Once medical sector has been established the following items shall be considered for scene safety:

Following items should be considered:

- Are objects in an around the accident scene secure
- Are wires down or power poles broken
- Fluids leaking, or are there hazardous materials, placards or D.O.T. labels present warning of hazards.
- Location of patients in regards to the unsafe accident scene

If the scene is considered unsafe, ambulance personnel shall remain a safe distance from the site and keep bystanders away prior to the arrival of Fort Fire Rescue. This statement shall not prevent any ambulance personnel from making verbal or visual contact with patient(s) providing that it does not compromise their personal safety, or making the accident more unstable by personnel on or near the accident scene. (COMMON SENSE PREVAILS).

The private ambulance service will then stage their rig a safe distance, (up hill, and up wind IF POSSIBLE) to allow room for the Fort Fire Rescue apparatus. Any information that the ambulance personnel feels is pertinent to the accident scene may be transmitted to Fort Fire Rescue on the Fort Fire Channel. Frequency Number 154.205 (P.L. Tone 107.2)

Once the first arriving Fort Fire Rescue unit arrives, the Fire Chief will become the incident commander. This will then be transmitted, verbally over the Fort Fire radio frequency. In the absence of the Chief, any one of his designees shall operate as the incident commander.

OPERATON - USING THE INCIDENT COMMAND SYSTEM

If the type of call requires additional positions such as operations officer or a landing zone officer, the Incident commander shall assign those positions, from available Fort Fire rescue personnel if any, or from Fort Fire Department personnel if required.

By using the incident command system, the medical sector shall request any additional resources IE: additional ambulances, paramedics, helicopters, etc through the incident commander. It will be the incident commanders responsibility to coordinate the call with ambulance personnel, and Fire Rescue personnel, in obtaining information and or resources from one or more of the following sectors:

- 1.) Ambulance Provider - Medical Sector
- 2.) Fort Fire Rescue - Operations Officer (If Needed)
- 3.) Fort Fire Rescue or Fire Department - Landing Zone Officer (IF Needed)
- 4.) Fort Fire Rescue - Staging Officer (If Needed)

The medical Sector officer will be responsible for triage, patient care, and report any additional resources needed to the incident commander.

The Incident Commander, and the Medical Sector Officer shall be visible and designated by wearing the proper vests that are appropriately labeled and colored for their respective positions.

The use of the incident command system shall not prevent any ambulance personnel that arrives first on scene to call for the paramedics or helicopter prior to the arrival of Fort Fire Rescue. If this does occur, ambulance personnel shall notify the incoming Fort Fire Rescue units that said resources have been requested, and from what agency. This will allow the Incident commander to further organize the scene once they arrive.

It shall be agreed upon between Fort Fire Rescue and the private ambulance service that additional resources will be requested from the closest available city, township, or village in relation to the accident scene. It will be common courtesy for Fort Fire Rescue to find out from the first responding ambulance, if they have a second ambulance available, prior to requesting other services. (Definition of Available: Be able to respond within 5 Minutes).

It is also agreed upon between Fort Fire Rescue and the private ambulance service that personnel from Fort Fire Rescue shall be authorized to request other E.M.S. services, paramedics or helicopters either prior to, or after arrival on scene. The decision to call these services will be based on dispatch information and/or first hand information working with multiple patients, whereas ambulance personnel are on scene, but unavailable to provide care due to the number of injured.

RADIO COMMUNICATIONS:

Small Scale accidents - No mutual-aid required.

Fort Fire Rescue will utilize the Jefferson Co. Radio protocols for going enroute, arriving on scene, and requesting any additional resources. All other radio traffic concerning the accident shall be handled on the Fort Fire channel. The City of Fort Atkinson's private ambulance provider has been authorized to use the Fort Fire channel for ease of communicating with the Fort Fire Rescue incident commander. The private ambulance service shall be authorized to use this channel only to advise first arriving Fort Fire Rescue units of the situation and also while working with the Fire Department Rescue Squad on the scene. Normal radio traffic that is used between the private ambulance providers base and their ambulances, shall be handled on their designated radio channel(s).

Mass Casualty Accident - Mutual-aid required

If the emergency scene requires mutual-aid ambulances and or Fire Departments, or any other additional services, the emergency scene shall be considered a mass casualty incident. The incident commander will make a verbal announcement on the **FORT FIRE radio channel** to the private ambulance provider, that the incident is considered a mass casualty incident. (At this point this is for information only, the rescue scene continues to operate on **FORT FIRE radio channel**).

When the incident commander requests mutual-aid for ambulances, and or Fire Departments, or any other additional services through a dispatch center, command will advise dispatch that all incoming units are to operate on the **FIRE COMM.** radio frequency. Frequency Number 154.295 (P.L. Tone - None). A staging area for incoming units will then be established and organized through a staging officer. Incoming units shall report to the staging officer on the **FIRE COMM.** radio channel.

Fort Atkinson Fire Department

Operations Manual

Rescue Squad

Emergency Operations

Fort Atkinson Fire Department Rescue Squad
Standard Operating Guidelines

CHAPTER: Command Procedures 109.02

SUBJECT: Notification for mutual-aid requests in the City

Date: August 5th, 2002 (revised- Dec 15th, 2004)

Scope: Dispatching mutual-aid Emergency Medical services in the City of Fort Atkinson, including Fort Atkinson Fire Department Rescue Squad

Purpose: To give the City police dispatchers a clear understanding when to dispatch mutual-aid from Fort Atkinson Fire Department Rescue Squad

Guideline:

Effective December 15th, 2004 Ryan Bros. Ambulance (R.B.A.) will start notifying Fort P.D. when 735 is no longer available for call. i.e. transfers, in town or out of town. Although this does not directly effect how Fort Fire Rescue gets paged, it does help the dispatchers decide when we get paged on mutual-aid E.M.S. calls. If you recall, R.B.A. had to request our services for mutual-aid on second or third calls for E.M.S. along with a mutual-aid ambulance. Many times our department was either ignored or at best delayed, and sometimes by several minutes.

The change that will affect Fort Fire Rescue and ultimately the fulltime staff receiving the mutual-aid request will be, who requests the mutual-aid ambulance. The change will be as follows:

When we (Fort Fire Department) receive the page for a mutual-aid E.M.S. call in the city, we will acknowledge the page as we have done in the past. Since the call becomes our responsibility in the short term, our department will be responsible for requesting the mutual-aid ambulance(s). If the mutual-aid request for E.M.S. is in the county, we need to acknowledge the page from Fort P.D. then make the mutual-aid request for ambulance(s) through Jefferson County Sheriff.

Because of our close geographic locations, and the level of care that both communities of Jefferson and Whitewater can provide, these are the first two services that we (Fort Fire Department) will be requesting for our mutual-aid ambulances. In the event that more than one rig is needed and/or another service, such as Jefferson is unavailable, we need to request mutual-aid from the next closest community. Please review the changes that are outlined in the memo attached.

New procedure Identified:

- 1.) First Call for E.M.S.: Ryan Bros. Ambulance (RBA) 736 typically responds
- 2.) Second Call for E.M.S.: Ryan Bros. Ambulance (RBA) 735 is paged directly if available
- 3.) If RBA 735 is NOT available or there is a third (3rd) call for EMS service, the dispatcher will do the following:
 - a.) Directly Page Fort Fire Rescue
 - b.) Fort Fire will acknowledge the page for response, and request a mutual-aid ambulance based on availability and level of service the mutual-aid ambulance can provide
 - c.) Mutual-aid ambulance is most likely going to be either Jefferson E.M.S. or Whitewater E.M.S. based on their geographic location to the City of Fort Atkinson
 - d.) 735 or 736 will not be paged in the above scenarios

Dispatchers can safely assume that once a RBA unit has said “735 or 736 are out at the Fort Hospital” they are available for another ambulance request. If for some reason the ambulance is not back in service after arriving at the hospital, they will request for the dispatchers to page Fort Fire Rescue.

Fort Atkinson Fire Department
Rescue Squad

Operations Manual
Emergency Operations

Fort Atkinson Fire Department Rescue Squad
Standard Operating Guidelines

CHAPTER: Command Procedures 109.03

SUBJECT: Notification for mutual-aid requests in the rural area

Date: August 5th, 2002

Scope: Mutual-aid services of the Fort Atkinson Fire Department Rescue Squad and mutual-aid ambulances for rural response. (See separate S.O.G. for city response-chapter 109.02)

Purpose: The intent on this guideline is to have a clear understanding how mutual-aid services of Fort Fire Rescue and area community mutual-aid ambulances will be dispatched in the county response area when Ryan Bros. Ambulance (RBA) service is unavailable for call

Guideline:

Ryan Bros. Ambulance Service (RBA)- Fort Atkinson will request the City of Fort Atkinson Fire Department Rescue Squad to the scene(s) when both RBA ambulances are unavailable, and will do so immediately, while simultaneously requesting a mutual-aid ambulance from another community. The Fort Atkinson Fire Department Rescue Squad will take patient care from the time of arrival to the scene until the arrival of the mutual-aiding ambulance, and will work in the scope of First Responders. Upon the arrival of the mutual-aiding ambulance, that ambulance will assume care of the patient, and release the Fort Atkinson Fire Department Rescue Squad crew. The responding ambulance will then transport the patient if needed.

The request for mutual-aid will be done through the Jefferson County Sheriff's Department for the rural calls.

Response to the mutual-aid request by the City of Fort Atkinson Fire Department Rescue Squad will be, S-108 with a minimum crew of three (3) on the apparatus, unless the type of call dictates otherwise. Radio communications will be handled just like any rescue of fire calls for going enroute, and arriving on scene. Scene operations will be handled on our Fort Fire channel.



Ryan Bros Fort Atkinson LLC

Fort Atkinson

2020 Annual Report

AMBULANCE

CONTENTS

ORGANIZATION AND CONTACT INFORMATION	3
RYAN BROTHERS MISSION STATEMENT & VALUES	4
RYAN BROS FORT ATKINSON LLC	5
SERVICE DEFINITIONS	6
CITY OF FORT ATKINSON EMS CONTRACT	9
CONTRACTUAL VS ACTUAL SERVICES	10
COMPARABLE EMS SERVICES AND COSTS TODAY	12
RYAN BROS FORT ATKINSON LLC CAPITAL INVESTMENT	13
DESCRIPTION OF EQUIPMENT	15
CITY OF FORT ATKINSON CITIZENS AND COVID IMPACTS	17
2020 REQUESTS FOR SERVICE – OVERVIEW	20
SERVICE ANALYSIS AND MUTUAL AID	21
RYAN BROS FORT PROVIDERS AND TRAINING	22
COMMUNITY INVOLVEMENT & SUPPORT	25
2019 TRAINING AND EVENTS	27
PATIENT OUTCOMES	30

ORGANIZATION AND CONTACT INFORMATION

Erin Ryan, CEO

Co-Owner- Second Generation

Eryan@ryanbros.net

Stephanie Barganz, CPA, SPHR, CFF, CGMA

Co-Owner

Sbarganz@ryanbros.net

Michael Adams – Director of Operations

madams@ryanbros.net

Cody Letson – Paramedic, Quality Assurance Manager

Service Director – Fort Atkinson Operations

cletson@ryanbros.net

Dr. John C Yost, MD

Medical Director since 1982

jcyost@ryanbros.net

RYAN BROTHERS MISSION STATEMENT

Since 1962, Ryan Brothers Ambulance strives to provide the highest quality pre-hospital patient care with expertise, compassion, and professionalism. This is achieved by placing patients' and customer's needs first and treating every patient as if they were a member of our own family.

RYAN BROTHERS VALUES

In accordance with the philosophy of the founding brothers, Pat & Paul, we value the following:

- **Customers**- Treat people with the same care and compassion as you do your family
- **Pride** – We expect the best of ourselves and attend to all details that represent Ryan Brothers Ambulance
- **Above & Beyond** – A culture that practices and supports continuous improvement, training and exceeding customer expectations
- **Integrity** – Doing what is right even when no one is looking; being fair, consistent and accountable
- **Community** – We cultivate and contribute to relationships that value all people in our communities

Founded in 1962 by Pat and Paul Ryan, Ryan Brothers Ambulance (RBA) has been providing patient-centered ambulance services to Madison and surrounding communities for 6 decades.

In the continued spirit of family passion and doing what is right for both industry and community, Founder, Pat Ryan Sr., began to transfer leadership to son's Erin Ryan and Patrick Ryan nearly twenty years ago. Together, Erin and Patrick grew the organization by developing a solid management team, dedicated employees, building meaningful relationships while keeping a watchful eye on the industry's technological advancements.

"We take great pride in the services we deliver. We take even greater pride in delivering these services expeditiously and with great passion and compassion."

— The Ryan Brothers Ambulance Family

RYAN BROS FORT ATKINSON LLC

Ryan Brothers Ambulance Inc. established its relationship with Fort Atkinson and surrounding communities in 2002 after the former 911 provider terminated their contract with the city providing short notice. Since 2002, for 19 years Ryan Brothers has served the community 24 hours a day, 7 days a week, 365 days a year with in-house, full time career paramedics. With this 911 contract, owners Patrick and Erin Ryan created a separate entity - Ryan Bros Fort Atkinson LLC, which is independent from Ryan Brothers Ambulance Inc.

Ryan Bros Fort Atkinson LLC efficiently and effectively provides 911 services to the Fort Atkinson Community and its five original townships. This LLC utilizes and leverages beneficial resources from Ryan Brothers Ambulance Inc. It is because of this relationship and innovative model that Ryan Bros Fort Atkinson LLC is able to provide the Fort Atkinson contracted areas with competitive rates and superior services.

Ryan Bros Fort Atkinson LLC encompasses a station with five bedrooms, two fulltime crews for two fully equipped, state of the art ambulances. The second ambulance are crew are leased on a per call basis, as needed. This allows the city to have maximum resources available while paying minimum costs.

SERVICE DEFINITIONS

The ambulances provided are referred to as 735 & 736 and defined with the following:

736 – Primary Paramedic 911 Ambulance dedicated to City of Fort Atkinson and surrounding townships.

735 – Primary Critical Care/Paramedic Interfacility and Back up 911 Ambulance

Paramedic (P) – Paramedics are licensed healthcare professionals in pre-hospital care and their capabilities include, but are not limited to: advanced airway management, cardiac monitoring and defibrillation, IV administration, and administration of select life-saving medications. 1200 hours of training and 48 hours of refresher certified course every two years. Hands On Skills Fair annually in which Ryan Brothers requires above State requirements with two a year in coordination with our Medical Director.

Critical Care Paramedic (CCP) - the highest level of prehospital provider recognized by the state. This level of care requires provider knowledge, skills, equipment, and the ability to handle the added challenge of transport. Critical care transports require a high level of medical oversight and direction because of the patient's complex medical condition. This licensed professional is required to meet all Paramedic standards and in addition must compete an additional 90 hours and 72-hour refresher every two years. Hands On Skills Fair annually in which Ryan Brothers requires above State requirements with two a year in coordination with our Medical Director.

Mutual Aid – In emergency services, mutual aid is an agreement among emergency responders to lend assistance across jurisdictional boundaries. This may occur due to an emergency response that exceed local resources. A Mutual Aid agreement is required with that service.

Paramedic Intercept - This level of service is provided by 735 only. Rig 736 is restricted by the city and is not allowed to provide this service. An intercept is performed when Ryan Bros Fort is requested to respond along with another EMS service that operates at the BLS level and the patient they are responding to is acute. Ryan Bros Fort 735 will meet up, “intercept”, with the transporting BLS provider and will get on their ambulance to provide ALS care for the patient until they arrive at the destination hospital.

Treat and No Transport - A treat-no-transport EMS 911 call is provided by transporting providers that, as dispatched medics provide patient aid and care for BLS and ALS services as necessary, dispense medical supplies, but ultimately may not transport the patient to a hospital. If patient refuses transport, a comprehensive protocol is required and a patient signature. If a patient is not transported, there is no mechanism for an ambulance to bill a third party.\$

BLS Transports - BLS ambulances are staffed by EMT caregivers and provide transports for patients who require basic medical monitoring for situations such as:

- Lower extremity fractures
- Discharges to home and sub-acute care facilities (nursing homes)
- Medical & surgical patients who do not require cardiac monitoring
- Psychiatric patients

ALS Transports - ALS ambulances staffed by a paramedic, transport patients who require a higher level of medical monitoring. Patients who require ALS transport may include:

- Medical/surgical patient with continuous IV medicine.
- Patient on a cardiac monitor
- Patients moving to a higher level of care
- Patients on a chronic ventilator

MABAS – (Mutual Aid Box Alarm System) is a regional mutual aid system, headquartered in Illinois, with 1,500-member fire departments in Illinois, Indiana, Wisconsin, Iowa, Michigan, and Missouri.

Municipalities typically have enough fire and emergency medical services resources to handle large local incidents. However, in the case of multiple alarm fires, mass casualty incidents (MCIs) or large-scale hazardous material (hazmat) incidents, that municipality may call in resources from surrounding towns to either respond directly to the incident scene or take up quarters in their fire and EMS stations and respond to other incidents in that city or town when local crews are handling a protracted incident. Additionally, if one municipality's resources are on active calls and unable to respond to a concurrent call for service, a neighboring municipality may be dispatched.

Other agreements are common in small towns that have either no resources or limited resources. In these cases, local crews are capable of handling small incidents themselves, but in the case of larger incidents, surrounding municipalities will be called in along with the local resources upon initial dispatch. For instance, local fire and EMS departments will typically handle fire alarm activations and automobile crashes while reports of structure fires will cause the automatic dispatch (automatic aid) of surrounding towns.

Where a town has no resources of its own, it may contract with one or more surrounding towns to provide all coverage.

Such calls for mutual aid are the results of incident escalations as determined by the incident commander. The responses required from other towns are predefined, so all a dispatcher has to do is call the appropriate resources as determined by the "run card" for such an incident.

Partnerships and Collaborations - Ryan Bros Fort is an active participant in Jefferson County, providing mutual aid, MABAS responses, and intercepts to other local departments. Ryan Bros Fort has a representative on the Jefferson County EMS Association and actively maintains several partnerships within the greater Fort Atkinson community, specifically with the Fort Atkinson Fire Department, Fort Atkinson Police Department, Fort Atkinson Hospital, and Jefferson County Sheriff's Department.



CITY OF FORT ATKINSON EMS CONTRACT

Ryan Bros Fort Atkinson LLC is a subcontracted company that has fulfilled a critical city service 24/7/365 to the City of Fort Atkinson and its surrounding communities for the past 19 years. Ryan Bros Fort Atkinson has consistently, at significant company expense, provided a service that exceeds its contractual obligations to the City of Fort Atkinson. Ryan Bros Fort Atkinson is currently contracted to provide a single AEMT level ambulance and single EMT level ambulance to its 911 response area. For the previous 19 years, Ryan Bros Fort has consistently staffed both ambulances with the highest allowable level in the state. Ryan Bros Fort Atkinson has provided Paramedic level care on its primary 911 truck (736) and Critical Care Paramedics on its secondary truck, both of which far exceed the required staffing level in an effort to ensure that the citizens of Fort Atkinson consistently receive the best and highest level of care.

Contract Changes over Period	2006	2020	% Change
Payment to RBA	\$75,000	\$101,406	2.1% yearly increase
Annual Call Volume	1,033	1,358	31.5% increase
Population (City)	11,994	12,282	2.4% increase

CONTRACTUAL SERVICES REQUIRED vs ACTUAL SERVICES PROVIDED

Contractual	Actual
Advanced EMT Level Provider Staffed on Primary Ambulance (736)	Paramedic or higher Level Provider Staffed on Primary Ambulance (736)
On Call Back-Up Ambulance (735)	Fully Staffed Back-Up Ambulance (735)
Back-Up Ambulance Staffed with Basic EMT	Back-Up Ambulance Staffed with Critical Care Paramedic (Highest EMT level in State)
No Contractual Mutual Aid Agreements	Multiple Mutual Aid Agreements
No Contractual Intercept Requirements	Provides Intercepts to Surrounding Communities
No Obligation to Provide PD with Patient Supplies	Provides FAPD with Narcan and AED Pads
No community engagement Requirements	Participate in variety of community functions

COMPARABLE EMS SERVICES AND COSTS TODAY

The model and cost savings Ryan Bros Fort Atkinson LLC has provided to the City of Fort Atkinson and its citizens reflects cost efficiencies using Cost per capita rates published for Jefferson County EMS Wisconsin Policy Forum Report (October 2020). Out of nine different services, Ryan Brothers Fort Atkinson LLC cost per capita is the most economical service.

The comparison data is available below in the table:

Jefferson County EMS Services Overview (2019 Data)					
Service	Population (City)	Call Volume (2019 Service Level)	Staffing	Annual Budget (EMS)	Cost Per Capita (EMS Only)
Ryan Brothers Ambulance*	12437	1246 ALS	Full Time/Career	\$580,257	\$31
Jefferson County EMS	7989	1236 ALS	1 Full Time/1 On Call ALS Ambulance	\$808,400	\$77
Lake Mills EMS	6022	655 AEMT	Paid On Premise/Paid on Call	\$418,378	\$44
Cambridge EMS	1332	170 AEMT	Combination Full Time/Paid on Call	\$480,405	\$84
Whitewater	14923	1701 AEMT	Paid On Premise/Paid on Call	\$1 Million (Fire EMS Combined)	\$50
Johnson Creek	3021	414 ALS	Combination Full Time/Paid on Call	\$395,651	\$67
Palmyra	1756	203 EMT	Combination Full Time/Paid on Call	\$360,407	\$125 (Public Safety Model)
Western Lakes	40000 Total Service	245 ALS	Combination Full Time/Paid on Call	\$5.5 Million (Fire EMS Combined)	\$116
Watertown	23953	2092 ALS	Full Time/Career	\$2.9 Million (Fire EMS Combined)	\$74
Source: Taking The Pulse, October 2020					
EMS Collaboration Opportunities in Jefferson County					
			Ryan Brothers Ambulance Fort ACTUAL 2019	\$ 99,710	\$ 5.32
*Ryan Brothers amount stated in Study assumed station, taxes and depreciation costs which are not paid for by City of Fort Atkinson					

- Jefferson EMS has a similar organizational structure and call volume of 1200 calls per year with an annual budget of \$820,000 which is \$45.02 per resident covered per year (9x more)
- Whitewater EMS organizational structure is much different, relying on “on call staffing” but has a very similar call volume (1400). Whitewater staff ambulances at the AEMT level. Due to staffing concerns, in order to move to a part time staffing model Whitewater EMS is preparing to implement a possible \$200,000 cost increase to provide wages for this change.

RYAN BROS FORT ATKINSON LLC

CAPITAL INVESTMENT



Rig 736 (Ford F-550 with 4WD custom built by Life Line Emergency Vehicles)

New In-Service: July 2, 2020

Stryker® Power-Load and Power-Cot installed by Life Line

Cost: \$260,000+



Rig 735 (Ford E-450 custom built by Life Line Emergency Vehicles)

New In-Service: April 2, 2020

Stryker® Power-Load and Power-Cot installed by Life Line

Cost: \$225,000+ leased to Ryan Bros Fort Atkinson LLC from Ryan Brothers Ambulance, Inc.

Advancements in medicine lead to advancements in protocols, procedures, and care EMS can provide on scene. This in turn leads to increases in required equipment and significant capital costs associated with purchasing and maintaining this equipment. Equipment upgraded or implemented since inception of contract include but are not limited to the following:

- Monitor Upgrade (2019)
- LUCAS Compression Device (2018)
- King Vision (Video Intubation)
- Suction Units
- IV Fluid Warmers
- Personnel Protective Equipment (2020)
- UV Sanitation Lights (2020)
- Technology (Radios, iPhones, iPads, Mobile WiFi)
- EZIO and NIO intraosseous devices
- Ventilator/IV Pump (735 only)

RBA Rig Tour Link

<https://my.matterport.com/show/?m=oWGz6X11M8m>

Rig 736 is used exclusively by Ryan Bros Fort Atkinson LLC and is the dedicated 911 ambulance for the Fort Atkinson area. Rig 735 is used by Ryan Brothers Ambulance Inc for interfacility transfers but also leased by Ryan Bros Fort Atkinson LLC, on a per call basis, when Rig 736 is currently on a 911 call or an additional ambulance is necessary. The Fort Atkinson rigs have experienced no downtime during their times in service.

DESCRIPTION OF EQUIPMENT

Our fleet of ambulance vehicles are professionally maintained by a Certified Dealer Service Center with all maintenance performed on manufacturer recommended intervals. Any defects in our vehicles that are noted in the multi-point dealer service inspection are remedied using only parts as recommended by a professional service advisor. Service intervals follow the manufacturer recommended “severe service schedule” deemed most appropriate for an ambulance vehicle. The schedule for replacement of our ambulance vehicles is driven largely by accumulated mileage between 200,000-250,000, low by industry standard, but also factors in to cost of service, excess wear and tear, and availability of new vehicles. We pride ourselves on our equipment and spare no expense in maintenance, appearance, care, and reliability.

RBA staff perform daily inspections of the vehicle and its operation systems per the standard WI Trans 309 guidelines. Noted damage or malfunctioning equipment is quickly replaced, repaired, or taken out of service.

RBA exceeds the industry standard by taking patient comfort and staff safety into mind. All retrofitted and new purchases come standard with liquid suspension and Stryker® Power-LOAD system & Stryker® PRO-XT cots with wider frames and greater weight limits. These have resulted in fewer work injuries and loss of time while providing a more comfortable transport experience.

The patient care equipment standards require that all our ambulances carry a stretcher, restraints, suction unit, oxygen equipment, defibrillator, and medical/surgical/trauma equipment. These guidelines are exceeded to provide care to patients of all ages and sizes and provide for additional equipment intended for the care of critical patients. We have invested in Philips Heartstart MRX Monitors, having switched from the Lifepak 12 in 2010. These monitors are annually tested, re-calibrated and certified operational once a year by a 3rd source medical equipment company. Weekly tests of the machines are performed by RBA staff and any equipment needing calibration is taken out of service and shipped to the third-party expert and replaced with a loaner so RBA is never out of service. Monitors have been certified to be in working condition and are being certified by the manufacturer for an additional three years. Despite this, we have planned for a capital purchase of new monitors and are in early phases of rolling this project out for 2021. Since 2018, RBA has invested in a Lucas 3 chest compression device on our 911 rig.

CITY OF FORT ATKINSON CITIZENS AND COVID IMPACTS

It is no secret that this year was an especially difficult year for frontline EMS providers and all of our providers deserve our appreciation and gratitude for sacrifices they made to do this work. As a profession, Ryan Brothers Ambulance provided leadership and innovated safe and experts in highly contagious disease in an environment that changed every day. Ryan Brothers Ambulance did this on our own without any support – financially or emotionally from any city and/or county official. We truly felt like we were on our own. We developed a COVID Task Team that was on 24/7 that were incredible and kept our employees, our patients, and citizens safe. Dr. Yost and our Management Team deserve tremendous credit, especially Cody Letson, your Service Director.

COVID Transports in 2020:

Ryan Bros 911 Rig 736 transported 446 COVID patients with another 284 COVID patient transports in Fort Atkinson by Rig 735.

Financial: Ryan Bros Fort Atkinson spent upwards of \$80,000 on direct COVID related expenses in Fort Atkinson in 2020. This constitutes payroll funding for exposed employees and overtime required to ensure shift coverage, to purchasing UV lights and specialized sanitation equipment (TOMI SteraMist) to ensure ambulances were properly decontaminated for patient safety, as well as the purchase of personal protective equipment including respirators, N95 masks, gloves, gowns, glasses, and other PPE for all of our employees, required on every single call.

Ambulance Decontamination: In the initial phase of COVID, the CDC guidelines issued reflected that touching any surface would spread this horrible disease. Ryan Brothers Ambulance took the enormous challenge head on by identifying how to safely and thoroughly decontaminate the ambulance for EVERY patient on EVERY call. This required Ryan Brothers Ambulance to close down its Madison West station and required both 735 and 736 to drive to Madison to fully decon with specialized equipment before they would be placed back in service. This additional expense and time, as well as all COVID expenses have been covered by Ryan Bros Fort Atkinson LLC except for \$10,575 CARES ACT funds.

Mental Health: As EMS professionals, the opportunity to work from home and social distance until more information was available was not an option for our EMT's. They continued to come to work every day at great personal risk, not knowing what this could mean for their health or the health of their families. Burnout rates have been high as individual providers cope with difficult working conditions and day to day stress. RBA has developed several programs and utilized several

outside sources to ensure its employees receive education and treatment when necessary.

Family Losses: In 2020, Ryan Brothers Ambulance lost its founder Pat Ryan Senior and CO-Owner Patrick Ryan. 2020 was the toughest year out of the last 59, nonetheless, Ryan Bros Fort Atkinson LLC exceeded every commitment to City of Fort Atkinson.

COVID Specialized Training: Each employee was required to undergo additional hours of specialized training for proper use of all PPE and sterilization equipment to insure proper decontamination of the rigs after each use. This specialized training was developed by our QA Committee with direction from our Medical Director Dr. Yost, to meet or exceed recommended additional trainings set forth by the CDC and other Federal/State health agencies.



2020 REQUESTS FOR SERVICE - OVERVIEW

RBA Fort Atkinson Responded to **1358** emergency calls in 2020

Contracted Response Area:

City of Fort Atkinson.....	1040	76.6%
Town of Koshkonong.....	135	9.9%
Town of Oakland.....	45	3.3%
Town of Hebron.....	36	2.7%
Town of Sumner.....	35	2.6%
Town of Jefferson.....	24	1.8%
Other.....	43	3.2%

ALS Responses Required.....	469	34.5%
BLS Responses Required.....	546	40.2%
No Transports.....	343	25.2%

SERVICE ANALYSIS AND MUTUAL AID

Ryan Bros Fort responded to 469 calls in 2020 which required a level of care above RBA's contractually required level of service.

Ryan Bros Fort responded to 343 calls in 2020 which were considered unbillable due to a lack of transport. In conjunction with Fort Fire Department, Ryan Bros Fort initiated a \$300 charge for Lift Assists and Refusal of transport calls to help offset costs.

3.2% of calls responded to were outside of Ryan Bros Fort's contractually obligated response area (Mutual Aid, Intercepts, MABAS). A vast majority of these calls were into Whitewater Fire/EMS territory for mutual aid due to insufficient staffing.

2020 Average Response Times:

Dispatch to Enroute: 1m52s

Enroute to On Scene: 5m36s

On Scene to Transport: 21m52s

RYAN BROS FORT PROVIDERS AND TRAINING

Ryan Bros Fort requires all Fort Atkinson employees to complete and pass a comprehensive training module which evaluates a providers medical knowledge, medical skills, and operational ability as it specifically relates to Fort Atkinson. Ryan Bros Fort currently has 15 advanced care providers certified to operate in Fort Atkinson with an average of greater than 10 years of EMS experience amongst the group, with some providers who have serviced the Fort Atkinson community since the start of Ryan Bros Fort's contract. With EMS employee shortages across the state, retaining employees with this level of expertise and experience has required significant expenditures in both wages and benefits. Employees of this caliber are at a premium and require competitive pay and benefits.

Fort 911 Training – Experienced providers must complete a skills and knowledge based competency exam and demonstrate knowledge of 911 operations and incident command. Regular updates and ongoing trainings are conducted for this area of operation and service.

Fort Eligibility Provider Requirements – Each provider must be performing at above average in every performance metric for the company to be eligible to serve on the Ryan Bros Fort approved List. Provider must complete a minimum of experience at Ryan Brothers Ambulance prior to becoming eligible.

- Minimum of 1 year experience at RBA
- Minimum of 6 months experience at current licensure level
- Complete and submit ICS 100, 200, and 700 certifications
- Complete a specialized training demonstrating Operational Knowledge of Fort Atkinson 911 Operations

- Complete and pass a medical knowledge/protocol exam
- Successfully complete a hands-on Skills checkoff
- Pass overall review of performance by Medical Director and Service Director
- Remain in good standing within RBA company (exemplary performance metric marks) Operational Knowledge
- Medical Knowledge
- Skills/Field Performance

These highly qualified professionals are Ryan Brothers Ambulances' best providers.

All Ryan Brothers Ambulance EMS Providers must complete the following each year:

- Ten Skills Based Training and Quiz
- Ten Protocol Focused Review and Quiz

Skills Fair Training – These trainings are scenario based, hands on and overseen by our Medical Director in coordination with Ryan Brothers Ambulance Quality Assurance team. Each provider must pass a written test and demonstrate proficiency in a variety of areas.

- June Skills Fair – Adult Mega Code
- December Skills Fair – Pediatric Emergencies



CEVO Training and Driving Safety – All EMS staff are required to complete three CEVO trainings per year. These trainings are conducted at the Alliant Energy Center by our Driver and Vehicle Safety Team. In addition, each rig is supplied with a forward and driver facing camera that uses industry leading Artificial Intelligence to monitor drivers attentiveness, speed, following distance and overall driving safety. These are reviewed daily by our Driver and Vehicle Safety Team for any system alerts that are triggered.



Quality Assurance and Oversight – Every 911 call is reviewed directly by our Fort Atkinson Service Director. These calls are graded and reviewed with emphasis placed on Patient Care, Treatment and Transport Decisions, and Accurate & Complete Electronic Patient Care Records. Feedback is provided directly to each crew member with a goal of continuous quality improvement. Our Medical Director, Dr. Yost, remains highly involved in this process and assists with providing patient follow up, allowing crews to learn directly from patient outcomes.

COMMUNITY INVOLVEMENT & SUPPORT

As a member of Fort Atkinsons Emergency Services, we remain committed to providing support to our communities as well as surrounding communities in their times of need. In times of high demand, such as house fires, MABAS requests, change of quarters, and mutual aid, RBA reallocates services from outside of the Fort Atkinson Community to backfill resources and ensure that we not only assist those who need us, but ensure that the Fort Atkinson Community remains covered. Already this year our crews have responded to multiple house fires, both inside and outside of our communities, a shooting, and a large scale industrial fires.

Ryan Bros Fort routinely provides ambulances at community event standbys and demonstrations, actively placing ambulances on standbys as high school sporting events, professional sporting events, volunteer events, and parades.

Ryan Bros Fort has been proud to represent Fort Atkinson at the County level as well, whether it be through drills, training events, monthly organizational meetings, or public outreach.

Fort Atkinson Memorial Hospital has been a longstanding partner for Ryan Bros Fort and provides an invaluable service to the Fort Atkinson Community. Ryan Bros Fort has worked hard over the years to work closely with Fort Hospital staff and administration to provide a transportation service tailored to their specific needs to ensure that the appropriate resources are available when someone's life may hang in the balance. Having the ability to transport critically ill patients (cardia arrests, heart attacks, imminent births, major surgery) and providing

expert care in a timely fashion has directly resulted in improved outcomes for many members and families without our community.

In 2020, Ryan Bros Fort Atkinson EMS community events were modified due to COVID as they were in all communities.

- 2/25/2020 - St. Peter's Church - Pancake Dinner -
- 3/24/2020 - Nasco Product Testing - New Infant CPR Mannequins

We were on schedule to stand by for the high school football games until they were cancelled.

Ryan Bros Fort actively partners within the community as well, sharing training and knowledge with the Fort Atkinson Fire Department. Ryan Bros Fort has worked with the Fort Atkinson Police Department to provide training and equipment, stocking the police department with both lifesaving drugs such as Narcan, as well as necessary medical equipment such as AED pads, all which have directly impacted community member outcomes in emergencies.

Fort Police assistance - we provided the police with Narcan and defib PADs.

- Defib Pads - \$29.99 each, 10 units = \$300 annually
- Narcan - \$45.99 each, 10 units = \$459.90 annually

2019 TRAINING AND EVENTS

In 2019, our community involvement and participation were similar to historical support.

Fire Department Meetings – The Ryan Brothers Ambulance Director of Operations meets with the Fire Division Chief or designee every other month to talk about issues that may have come up on calls while working together. These meetings were very informative to both parties. Our relationship with the FD remains professional and we continue to work well together.

Police Department – Our relationship with the Fort Atkinson PD remains solid and we continue to work well with all the officers. They have been doing a great job at giving RBA first in reports and providing early CPR/defibrillation and Narcan when appropriate.

Fort Health Care – Our relationship with the Fort Atkinson hospital remains strong and we are still their primary ambulance provider for patients that are being transferred to other facilities. The Director of Operations meets with the ER Manager monthly to continue our excellent working relationship.

Jefferson County EMS Association – RBA has been active in this association. This group meets quarterly and discusses EMS issues, disaster planning and protocol issues. The Ryan Brothers Ambulance Director of Operations serves as the Treasurer of the organization.

Nasco – We have an amazing partnership with the people of Nasco. We are called upon to help develop, trial and test healthcare products, then provide feedback on these products. In return we are provided with state-of-the-art equipment that are made by Nasco. Using these

products, RBA has developed a state-of-the-art training facility at its headquarters in Madison.

World of Wheels – May 2019: RBA was asked and agreed to participate in the World of Wheels that was held at Jones Park. Crew members were there to give ambulance tours and to answer any questions about the ambulance and EMS.

Fort Atkinson Generals – June 2019: We were contacted and agreed to stand by for several hours on Friday and Saturday night of Fort's annual Baseball Fest at no charge.

Safety City – July 2019: Fort Atkinson was contacted and agreed to participate in the annual Safety City that was held at Luther Elementary. The RBA crews discussed the proper use of 911 and gave ambulance tours.

Fort 14 Run – August 2019: RBA provided coverage for the athletes competing in this annual event at no cost to the organizers or athletes.

Rhythm on the River – August 2019: RBA had an ambulance standby at this event free of charge.

Fort High School Athletics – August - October 2019: Ryan Bros Fort Atkinson stood by at ALL home varsity games, free of charge.

Frosty Rock Run/Walk – November 2019: RBA had an ambulance standby at this event free of charge.

Fort Atkinson FFA Spaghetti Dinner – November 2019: RBA had an ambulance on display for tours by people from the community. RBA staff was provided free tickets for the dinner.

Fort Fire CPR Training – December 2019: RBA staff provided discounted CPR refresher training for the entire Fort Atkinson Fire Department at their station. RBA employs several CPR instructors that assisted with this training.



PATIENT OUTCOMES

Our Ryan Bros Fort providers are special and take their commitment to this community personal. Below are just a few examples of the special things they do consistently and do not seek recognition for. However, when other communities are celebrating and commending their EMS providers and EMS Week – we would hope you would take a few minutes to acknowledge what an important role they fulfill in your community. It is disheartening that these simple gestures, especially over the last year, are not offered.

It has been frustrating to feel neglected by a community that Ryan Bros and its employees have worked so hard to help and protect for so many years. It is Ryan Bros Forts hope that whether EMS is provided as a city service or a subcontracted service – the people responsible for performing those services should be considered partners in serving the citizens.

We get to see our providers go above and beyond every day, and although none of them would ask for recognition, we feel that it is important to recognize their efforts and to share some of their successes with the community:

- Saves: There were 2 special occasions over the last year where our crews were able to successfully resuscitate an individual and the crews were later able to meet the individuals they saved.
- Inclement weather response: Through creativity our crew was able to access a patient that did not allow our ambulance to access
- Quick thinking and great management by our crew on a day with multiple ATV accidents.

- Providing comfort care to families displaced by fires
- Visiting events in the community, always being open and willing to provide numerous children with tours of the ambulance and emergency services education





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

MEMORANDUM

DATE: September 7, 2021

TO: Fort Atkinson City Council

FROM: Rebecca Houseman LeMire, City Manager

RE: Review and possible action relating to the distribution of a Request for Proposals for Communication Services relating to a possible Public Safety Referendum

BACKGROUND

At tonight's City Council meeting, the City's Police and Fire Chiefs presented information relating to additional staffing for the Police and Fire Departments starting in 2023.

The City of Fort Atkinson does not have the levy capacity needed to fund the public safety staffing proposal under the current levy limits imposed by state law. While City-offered EMS services will create a revenue stream in the future, the City does not currently have other options for obtaining the additional operating revenue necessary to fund the proposed public safety staffing. As such, City staff is recommending that the City Council ask our residents to pay additional property taxes for the additional services through a referendum question on the April 5, 2022 ballot.

This referendum will require significant outreach and education efforts within the community. Staff would like to distribute a Request for Proposals (RFP) to find and potentially select an experienced communication consultant to ensure that the messaging and information sharing with the public is done professionally resulting in a well-informed electorate before the election.

DISCUSSION

Attached to this memorandum are an RFP and a Proposal Evaluation form for the Council's review. Staff developed the RFP using samples from other municipalities with information and deliverables specific to the City of Fort Atkinson. If the Council authorizes staff to move forward with the RFP, we intend to do so by the end of this week. Staff has identified several communications consulting firms and intends to post the RFP to the [League of Wisconsin Municipalities Classified Ads](#) website. The tentative timeline is included on page 2.

TENTATIVE TIMELINE

1. **September 7, 2021** – The Fire Chief and Police Chief present information to the Council and the public relating to the need for additional Fire and Police staffing and recommend the Council put a referendum question on the ballot in April 2022.
2. **September 8, 2021** – Staff releases an RFP for Referendum Consulting Services.
3. **September 30, 2021** – 5:00 p.m. deadline for consultants to submit proposals.
4. **October 5, 2021** – An internal staff team including the Chief Rausch, Chief Bump, Manager LeMire, and PR/Executive Assistant Sarah Weihert will review proposals against the matrix included in the attached RFP document.
5. **October 19, 2021** – City Council reviews proposals and staff recommendation; may take action to hire a Communications Consultant.
6. **September – December, 2021** – Fact finding, public engagement, possible community survey work by the Consultant and staff.
7. **January 18, 2022** – The City Council approves a Resolution putting the Referendum question to exceed levy limits on the April 5, 2022 ballot (statutory deadline: January 25, 2022).
8. **January – April, 2022** – Additional public engagement, public meetings, possible direct mail campaign.
9. **April 5, 2022** – City of Fort Atkinson residents vote on the Referendum question.

FINANCIAL ANALYSIS

The City does not have funds budgeted for referendum consulting services, as it was not known in 2020 that the City would be pursuing this option in 2021 and 2022. However, there are several funding sources available to pay for the consultant, including American Recovery Plan Act funds (revenue replacement category), fundraising, donations from the Firefighters Association and/or Professional Police Association, and/or community grants. Staff intends to have more information about funding for Council consideration at the meeting on October 19th when the cost of such services have been identified.

RECOMMENDATION

Staff recommends that the City Council review the attached RFP and evaluation form and authorize the City Manager to distribute the documents to known communications consultants and through the League of Wisconsin Municipalities Classified Ads website.

ATTACHMENTS

Request for Proposals for Communication Consultant Services and blank evaluation form



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

**REQUEST FOR PROPOSALS
CITY OF FORT ATKINSON
COMMUNICATION CONSULTANT FOR PUBLIC SAFETY REFERENDUM
SEPTEMBER 8, 2021**

Introduction:

The City of Fort Atkinson has a population of roughly 12,443 and is located in the southern part of Jefferson County, Wisconsin. Fort Atkinson is the largest City located wholly in Jefferson County. The residents and corporate citizens of the City generally support their public safety departments and have expressed that support through the purchase of an ambulance in 2018 and during recent emergency events including several large fires in 2021.

The Fort Atkinson Police Department consists of 20 sworn officers, 5 telecommunicators, and 1 records clerk. The mission of the Police Department is to actively partner with citizens and collectively protect life, improve safety, and reduce crime. The Department continues to see an increase in call volume that makes pro-active policing and community engagement difficult to prioritize. Staffing has remained relatively constant since 2010 while call volume has steadily increased.

The Fort Atkinson Fire Department consists of 4 full time employees (Fire Chief and 3 Division Chiefs) and 41 volunteers who are paid to respond to calls from their work, home, or family life. The Department was created to respond to fires but has slowly morphed into responding to rescue calls and providing back-up services to the City's contracted EMS provider. The call volume has increased substantially over the last 20 years, and relying on volunteer response to calls is no longer sustainable or safe for the community.

On September 7, 2021, the City Council of the City of Fort Atkinson directed staff to release a request for proposals for communications consulting services for a referendum question relating to public safety staffing to be on the April 5, 2022 ballot. The City will likely approve a Resolution authorizing a referendum question be placed on that ballot asking the electorate for approval to exceed the state levy limit for the purpose of adding 2 police officers, 6 firefighter/paramedics, and 6 firefighter/EMTs (and all necessary equipment to support those additions) to allow those departments to meet the growing demand for their services.

This referendum will require significant outreach and education efforts within the community. The City is issuing this RFP for the purpose of selecting the most qualified, competent, and experienced communication consultant to ensure that the messaging and information sharing with the public is done professionally resulting in a well-informed electorate before the election.

The deadline for proposal submission is 5:00 p.m. CDT on Thursday, September 30th. Proposals must be submitted electronically to Rebecca Houseman LeMire, City Manager, at rlemire@fortatkinsonwi.net by the deadline for consideration. Questions and requests for additional information must be submitted to rlemire@fortatkinson.wi.net by Monday, September 27th at 5:00 p.m. CDT.

The Selection Committee will review all proposals and intends to enter into an agreement with the selected firm by October 29, 2021 at the latest.

Scope of Work & Deliverables:

The City of Fort Atkinson is seeking the services of an experienced firm to proceed with outreach and educational efforts to inform the electorate of the needs for additional staffing for their public safety departments. City staff has already compiled a considerable amount of data, and presented that data and information to the City Council to demonstrate the need for additional employees. Interested firms are invited to reach out to City staff to obtain information relating to the presentation that was made to the City Council at the September 7, 2021 meeting.

The proposing firms must demonstrate significant experience, and successful outcomes in prior efforts they have undertaken specifically for municipal public safety staffing referenda. The City has identified the following items as a scope of work, but interested consultants are invited to make recommendations for any alternative or additional activities that in their professional opinion are necessary for a successful outcome. Any additional recommendations or alternate activities should be submitted in a separate document and labeled as such.

- Work with city staff to compile information and create marketing materials that effectively convey the need for additional staff. These materials will be published on the City's website and may be shared with the community through direct mail.
- Develop and implement a significant outreach and educational effort within the community including presentations, media outreach, direct mail, social media, information session(s), and any other efforts to ensure the education of the electorate on the subject prior to the April 5, 2022 election.
- **OPTIONAL SURVEY:** Develop, administer, and promote a community survey that engages the community and provides options for the community to provide input. After completion of the survey, a report on the results of the survey will also be provided and promoted. Firms must be qualified and capable of preparing, promoting, and analyzing the survey and results; however, the City may choose not to pursue the option depending on schedule and cost.

The anticipated start date for the project is November 1, 2021 at the latest, with the potential of starting upon contract execution after October 19th.

Proposal Format:

Proposals are to follow the format and contain information listed in this section:

1. Letter of Transmittal introducing the firm and nature of proposal, highlighting what sets your firm apart from other firms that provide a similar service (2-page limit).
2. Resumes of principal-in-charge and key technical/professional personnel to be assigned to the project, showing strength of experience.
3. Program of work satisfying the requirements of the Scope of Services, including detailed tasks and anticipated deliverables. Description of the overall approach to ensuring success in communicating the need for public safety staffing.
4. Past project work on similar projects that your firm has completed, highlighting experience and qualifications. For similar past project work, firms should include the outcome of the referenda.
5. Provide a schedule, describing self-monitoring progress and meeting schedule milestones, and a proposed schedule for each task/scope item, including the optional community survey and any other recommendations and alternate activities.
6. Supply name, phone number, and/or email for three references who will attest to your firm's ability to undertake and complete projects similar to this on time and within budget. Provide a description of the work performed for each reference.
7. The cost of the proposed services should be formatted in a "not to exceed" lump sum amount for completing the efforts, including meetings your firm anticipates needing with involved parties. Also include hourly rates and anticipated time and materials needed. Include a separate cost in the same format for the optional community survey and any other recommendations and alternative activities.
8. Provide samples of previous deliverables including community surveys, marketing materials, direct mail, pandemic public meeting procedures, and examples of projects completed within the scheduled timeframe.

Evaluation and Selection Process:

The Selection Committee will review the qualifications of the respondents and the cost proposals, and uniformly evaluate them. Under the terms of this RFP, the services shall be provided only by organizations or individuals who are properly qualified to perform the work. A copy of the Proposal Evaluation form is attached for reference.

The Selection Committee will review all of the proposals received by the deadline using the Proposal Evaluation form. If there is not a clear winner, or if staff desires additional information or a presentation from not more than two firms, interviews may be scheduled the week of October 25th. However, the Committee's goal is to recommend that the City Council hire a firm at the meeting on October 19th with a contract in place by October 29th.

The City of Fort Atkinson specifically reserves the right to reject any or all proposals, to waive any proposal requirements, to investigate the qualifications of any proposal, to obtain new proposals, or to proceed to have the service provided in any way the City of Fort Atkinson deems appropriate.

Evaluator: _____

Communication Consultant for Public Safety Staffing Referendum	Maximum Points	Proposal A	Proposal B	Proposal C	Proposal D	Proposal E				
1. Firm highlights - what sets this firm or proposal apart from the others?	10									
2. Staff strength/experience	10									
3. Program of Work and Overall Approach	10									
4. Similarity of past projects	10									
5. Capacity to perform the work within the time limitations in this solicitation	10									
6. References	10									
7. Cost Proposal (ranking out of total proposals highest number is the lowest price)	10									
TOTAL:	70	0	0	0	0	0				

COST PROPOSALS

[illegible]