



CITY OF RIPON

100 Jackson Street Ripon, WI 54971-1396

CITY OF RIPON COMMON COUNCIL MEETING Council Chambers, City Hall Tuesday, October 12, 2021 7:00 p.m.

- I. Call to order/roll call
- II. Pledge of Allegiance/Invocation – Kevin Mundell
- III. Approval of agenda
- IV. Public communications and comment
- V. Accept Informational Reports from Standing Committees and Staff
 1. Historic Preservation minutes – September 7, 2021
 2. Building Inspector report – September
 3. EMS report – September
 4. Public Works Department report – September
 5. Ripon Area Fire Department report - September
 6. Senior Citizen report – September
 7. Water Department report – September
 8. City Administrator report – September
- VI. Consent calendar (Unless the Mayor, Council or staff asks that one or more of the items listed be pulled, this list may be approved with a single vote.)
 1. Common Council minutes – September 14, September 27
- VII. Action items
 1. Application in the City of Ripon for a “Class B” Fermented Malt Beverage and Intoxicating Liquor license for the remainder of 2021-2022 licensing year: Patina Vie, LLC, (trade name) Patina Vie, 205/207 Watson Street, Ripon, WI 54971, Sarah Willett, N5634 Skunk Hollow Rd, Ripon, WI 54971, Agent (Staff note: If this application is approved, the city will have 4 available "Class B" licenses left to issue.)
 2. Payment Request – Vermont Street and Parkway Terrace Reconstruction

3. (Staff note: James Peterson Sons, Inc. has submitted pay request #4 for the project totaling \$1,074,319.34. Staff and MSA recommend approval.)

4. Labor Agreement Between City of Ripon and WPPA/LEER Division Ripon Professional Police Association
(Staff note: The city's union negotiating team (UNT) has met with members of the WPPA and RPPA to renegotiate the expiring Labor Agreement. The enclosed Labor Agreement has received tentative approval from the RPPA and is before the Common Council for ratification. The agreement will be summarized, but includes the following: three-year term, proposed 3% annual wage increase, and an increase in health plan contributions.)

5. Resolution to Write-off Ambulance Bills
(Staff note: Periodically, staff brings forth certain ambulance bills deemed uncollectible by City staff and the City Attorney. Staff recommends approval of the attached resolution writing off one account in the amount of \$34,696.93.)

6. Resolution Establishing City of Ripon Wards Within County Supervisory Districts
(Staff note: The City of Ripon is required to establish wards within Fond du Lac County Supervisory Districts after every census. The Common Council reviewed the preliminary ward map at the September 27 Common Council meeting and recommended the resolution establishing the wards be drafted for approval.)

7. Ordinance to Create Chapter 6.37 Outdoor Open Container Entertainment Event Permit
(Staff note: The draft ordinance was reviewed at the September 27 Common Council meeting and was recommended for inclusion on the Council agenda for action. The ordinance creates guidelines for Temporary Class B license holders to permit the consumption of alcohol outdoors in open containers at entertainment events with Common Council approval.)

VIII. Discussion Items

1. 2022 Budget Update
(Staff note: Staff presented the 2022 Preliminary Budget on October 6. Common Council will be provided staff updates and discuss budget schedule.)

IX. Project updates & staff reports

X. Mayor's communications and appointments

XI. Agenda items for future Council meetings

XII. Adjourn

Ripon Historic Preservation Commission
Meeting Minutes from Tuesday, September 7, 2021

1. Call to order

Splitt brought the meeting to order at 6:31 pm

2. Roll call

Present: Arbaugh, Gallops, Splitt, Willett

Absent: B. Hutton, H. Hutton, Pollesch and Robida

Guests: Sontag

3. Approval of Agenda

A motion to approve the agenda was made by Gallops

Willett then gave a second approval

Yes votes were unanimous

The agenda was carried

4. Approval of Minutes

A motion to approve the minutes was made by Gallops

Willett then gave a second approval

Yes votes were unanimous

The minutes were carried

5. Acceptance of Financial Report

The Boy Scott Project expenditure brought the balance to \$3,657.82

A motion to approve the financial report was made by Arbaugh

Splitt then gave a second approval

Yes votes were unanimous

The financial report was carried

6. Public Comments

Splitt noted a new commissioner may be coming on board

7. Certificate of Appropriateness applications:

None

8. Residential and Commercial Building application for an informational historic plaque

Discussion about: how we will inform the public the plaques are available, how to collect information from those who apply to avoid confusion, can additional plaques funding be shared by the Historical Society; possibly 50/50? Arbaugh will put together an application form with misc information required to place an order.

9. Next meeting date

October 5, 2021 at 6:30 PM

10. Adjournment

A motion to adjourn was made by Gallops

Arbaugh then gave a second approval

Yes votes were unanimous

Adjournment was carried

The Ripon Historic Commission Meeting Minutes for Tuesday, September 7, 2021 are respectfully submitted by Cathylee Arbaugh, current resident of Ripon, WI

TYPE OF PERMIT	CITY OF RIPON		BUILDING REPORT			SEPTEMBER			2021
	No.	MONTH Estimated Value	Permit Cost	No.	YEAR TO DATE Estimated Value	Permit Cost	No.	LAST YEAR TO DATE Estimated Value	
Single Family Residence	1	\$340,000.00	\$1,855.52	4	\$1,407,000.00	\$7,404.16	3	\$540,000.00	\$5,231.12
Two-Family Residence							1	\$504,000.00	\$2,541.36
Multi-Family Residence									
Residential Garage	1	\$9,500.00	\$100.00	4	\$82,000.00	\$557.52	5	\$209,300.00	\$1,234.80
Residential Garage Alteration				2	\$5,000.00	\$150.00	9	\$46,950.00	\$788.80
Residential Alteration	16	\$301,331.00	\$1,899.66	85	\$1,487,337.00	\$9,455.01	73	\$1,447,338.00	\$5,602.85
Commercial									
Commercial Alteration	2	\$22,000.00	\$170.00	10	\$637,038.00	\$3,979.03	9	\$1,140,675.00	\$5,074.50
Industrial				1	\$350,000.00	\$330.00			
Industrial Alteration									
Signs	3	\$6,000.00	\$293.79	16	\$51,042.00	\$1,414.28	14	\$90,329.00	\$1,204.99
Miscellaneous	10	\$70,530.00	\$728.00	57	\$331,671.00	\$3,837.58	59	\$671,104.00	\$5,307.57
Demolition				6	\$143,665.00	\$700.00	1		\$50.00
Hospital									
Church									
School									
College				1	\$44,025.00	\$264.15			
Trailer Homes									
Total Building Permits	33	\$749,361.00	\$5,046.97	186	\$4,538,778.00	\$28,091.73	174	\$4,649,696.00	\$27,035.99
Commercial Plan Approval				1		\$600.00			
Plumbing Permits	4		\$175.00	24		\$1,606.00	31		\$1,484.00
Electrical Permits	16		\$1,160.00	64		\$5,054.77	42		\$4,178.25
Heating Permits	3		\$200.00	43		\$2,600.00	38		\$3,280.00
Total Permit Fees			\$6,581.97			\$37,352.50			\$35,978.24
Totals	56	\$749,361.00	\$6,581.97	318	\$4,538,778.00	\$37,952.50	285	\$4,649,696.00	\$35,978.24

RGAS Monthly Report September 2021

Response Mode to Scene

Response Mode To Scene (eResponse.23)	Number of Runs	Percent of Total Runs
Non-Emergent	113	75.33%
Emergent (Immediate Response)	35	23.33%
Emergent Downgraded to Non-Emergent	2	1.33%
Total: 150		Total: 100.00%

Transport Mode from Scene

Disposition Transport Mode From Scene (eDisposition.17)	Number of Runs	Percent of Total Runs
Non-Emergent	107	71.33%
Not Applicable	33	22.00%
Emergent (Immediate Response)	5	3.33%
	3	2.00%
Non-Emergent Upgraded to Emergent	2	1.33%
Total: 150		Total: 100.00%

Runs by Response Disposition

Disposition Incident Patient Disposition (eDisposition.12)	Number of Runs	Percent of Total Runs
Treated, Transported	114	76.00%
Eval, No Treatment/Trans Req'd	15	10.00%
Treated, Released (AMA)	8	5.33%
Canceled on Scene (No Pt Contact)	4	2.67%
Canceled (Prior to Arrival At Scene)	2	1.33%
Canceled on Scene (No Pt Found)	2	1.33%
Dead at Scene-No Resuscitation Attempt (w/o Trans)	2	1.33%
Treated, Transported by Private Vehicle	2	1.33%
Treated, Released (per protocol)	1	0.67%
Total: 150		Total: 100.00%

Runs by Response Request

Response Type Of Service Requested (eResponse.05)	Number of Runs	Percent of Total Runs
911 Response (Scene)	107	71.33%
Interfacility Transport	43	28.67%
Total: 150		Total: 100.00%

Runs by Responding Unit

Response EMS Unit Call Sign (eResponse.14)	Number of Runs	Percent of Total Runs
148	106	70.67%
149	41	27.33%
147	3	2.00%
Total: 150		Total: 100.00%

Report Filters

September 2021 Public Works Report

Overview:

Currently the department has 107 workorders that are in the system to be completed.

Streets:

- Catch basin Rebuilds - Completed
- Manhole rebuilding - Completed
- Paving starting

Overall Monthly Comments:

- Council Meetings
- Weekly Staff meetings
- oOo Meeting weekly with Adam
- Vermont and Parkway Project
 - Project is on schedule
 - Curbing and approaches starting
- Meeting with tree contractors
- MSA Meeting on street improvements 2022
- LRIP Webinar

Mike Ehrenberg

Ripon Area Fire District
September 2021 Monthly Report

Fire Calls for the month:

- 09/05/21 Activated smoke detector (City).
- 09/09/21 Activated fire alarm pull station (City).
- 09/12/21 Mutual aid to Oshkosh Fire station 14.
- 09/12/21 Power line down (City). *
- 09/13/21 Activated fire alarm from candle (City).
- 09/13/21 Fire alarm/smoke in building from burning motor on laundry equipment (City).
- 09/14/21 Person stuck in elevator (City). *
- 09/15/21 Activated fire alarm pull station (City). *
- 09/15/21 Two vehicle crash (City).
- 09/15/21 Two vehicle crash rollover (Town of Ripon). *
- 09/16/21 Ditch on fire (Town of Ripon). *
- 09/16/21 Hay bailer on fire (Town of Ripon). *
- 09/17/21 Gas main struck by construction leaking (City).
- 09/18/21 Structure fire, fire in bathroom (City).
- 09/18/21 Activated fire alarm (City).
- 09/19/21 Activated CO detector (Town of Ripon). *
- 09/22/21 Mutual aid truck to City FDL.
- 09/23/21 Activated fire alarm (City).
- 09/23/21 Two vehicle crash (Town of Ripon).
- 09/24/21 Child ran over by vehicle (City).
- 09/24/21 Activated fire alarm due to power outage (Town of Ripon). *

- 09/24/21 CO check (Town of Ripon). *
- 09/24/21 Power lines arching (City). *
- 09/24/21 Vehicle drove into building (City). *
- 09/28/21 Mutual aid truck to City FDL.
- 09/29/21 Person not breathing (City).

Total Calls for the month: 26

***Rapid Response only calls: 11**

Mutual Aid Given: 3

Y.T.D 47

Mutual Aid Received: 1

Y.T.D 7

Total Calls for the year: 257

- Fire inspection update: total of 175 inspections completed.
- Project update building, ground, vehicles: Boat
- Staffing update: 29 active members including chiefs & support.
- Call volume 77 calls ahead of last year – 35 of those from storm. Theoretically 42 “normal” calls ahead.
- Grant update: preparing info for 2022 safer grant.
- Iso visit review.
- Car seat safety check with FDL county completed.
- Participated in September fest: recruiting effort.
- Participated in homecoming parade.
- Performed Fire watch duties.
- Rennert’s annual apparatus maintenance completed.
- Annual Ripon College fire drills completed.
- Covered FDL during Police Officer funeral.
- Fire prevention open house Monday Oct 11 6-8pm- masks.

RIPON SENIOR CENTER September 2021

September is National Senior Center Month. Our newsletter cover consisted of logos for the senior centers that are members of our WASC district. (Wisconsin Association of Senior Centers)

We are now totally masked. Can't wait for this to be over.

We had our monthly get together at the Green Lake Conference Center (GLCC, ABA, American Baptist). We had a campfire and roasted hot dogs, made s'mores. Saw Deer. Enjoyed the beautiful weather. We did have Thermocell Mosquito repellent going.

We held a birthday party for anyone that had a birthday during the CoVid pandemic. We had 2 cakes, and additional desserts as well as ice cream. It was great. We loved seeing faces of people.

Water Aerobics Monday, Wednesday, Friday 8 or 9 AM \$1.00 per person per session (wear a mask into the building.)

Tone and Stretch in the park (moving inside October 19th)

Outdoor activities continue

Stock box 40 people

Grab and Go meals continues and more people are signing up -

Volunteer appreciation dinner was provided. I am so grateful to the seniors and younger that help us to run the center and its activities.

A Public Community input meeting for our new building was held this month. A few members of the community as well as common council members were in attendance.

Foot Clinic was held twice

I continue to attend the Fond du Lac County Commission on Aging meetings once a month.

The center is open and being used.

We are watching the CoVid situation and conferring with other senior centers in our area.

Donations to our New Building fund can be made to the City of Ripon for the new Senior Center building.

Thanks.

Noreen

To: Mayor, City of Ripon Common Council & City Administrator

From: Jeremy Jess, Utility Manager

Ripon Utility Department Monthly Report for September 2021

Water Utility

Daily Well checks and sampling continued through the month.

The City of Ripon received \$100,000 from the DNR's Safe Drinking Water Program to replace private lead service laterals. Property owners that have a confirmed lead service line at their property are eligible to receive up to \$5,000 in financial assistance to have their lateral replaced. We have received one application so far, and replacement will begin in early October.

We received safe sample results for Well 6. However, a gasket in the booster pump failed on startup. We are currently waiting on replacement parts.

The hydrant that was hit by a car on corner of West Fond du Lac St. and Westgate Dr. was replaced. The hydrant extension was installed, and the hydrant was put back into service in early October.

Waste Water Utility

Daily lab work and monthly maintenance was performed by staff.

Both clarifiers had their scrapers and squeegees replaced. They are now functioning as they should be. The scraper skims floating solids off of the top of the water in the clarifier, and the squeegee moves settled sludge at the bottom of the clarifier, where it is then pumped as waste activated or return activated sludge.

While the clarifiers were drained for the replacement of the scrapers and squeegees, five plug valves were replaced on the piping below them. As the valves were disassembled we found that more of them had deteriorated than initially thought.

Two ORP monitoring displays were replaced on the oxidation ditches. They had become worn and unable to read. These control the set point at which the aerators run at. This allows operators to optimize conditions in the oxidation ditches for biological phosphorus removal.

After receiving applications and holding interviews, we have hired a new Wastewater Operator. Kevin Donahue will start at the Wastewater Treatment Plant on October 11th.



CITY OF RIPON

100 Jackson Street Ripon, WI 54971-1396

TO: Mayor Grant and Common Council Members

RE: City Administrator Report – October 2021

Finalizing the budget has been my primary focus over the past month. After the preliminary budget presentation, staff continue to review the budget and make minor changes. Utility budgets are still being finalized and will be shared soon.

An interesting opportunity to work with Enterprise Fleet Management has presented itself during the budget process to help update our vehicle fleet. Department Heads and I are working on finalizing a proposal to work with Enterprise to participate in a government lease program that utilizes government pricing to create a better replacement schedule for vehicles. It is not a traditional lease program, and we will share more information by the end of the month.

Here is a summary of the major projects I have been working on over the past month:

- Housing Study Project: I am working on finalizing 3 proposals to complete the housing study from different consultants. Funding may come from the city's existing Housing RLF budget. Likely an end of year project.
- LSL Replacement Program is up and running. All state award paperwork is completed, and the city is actively seeking applications (2 approved applications so far!). www.cityofripon.com/LSLR
- The Finance Manager/ Assistant City Administrator position has been reposted and we have been receiving additional interest. The plan is for interviews to be scheduled toward the end of the month and as applications continue to come in.
- The city was offered an opportunity from East Central Wisconsin Regional Planning Commission to receive free technical assistance from an EDA grant program to provide the city technical assistance from Ayres and Associates. The intention is to help build stronger, thriving, and sustainable communities and businesses in the East Central region by revitalizing community spaces and catalyzing economic development. I put in a request for code reform assistance based on the Congress for New Urbanism Missing Middle Zoning Code Reform report and community corridor planning. The city was selected for assistance, and we will be working with ECWRPC and Ayres over the coming months on these plans.
- Planning for the LGIP grant applications for St. Wenceslaus and S. Douglas with MSA.

Things have been busy! Please let me know if you have any questions. Thanks!

COMMON COUNCIL MEETING

September 14, 2021

Council Present: Schraeder, Schatzinger, Hansen, Gallops, Kane, Gatzke, Werch, Splitt, Grant

Absent:

Staff Present: City Administrator Sonntag, City Attorney Wurtz, Police Chief Wallner,
Public Works Director Ehrenberg, City Clerk Schommer, Utility Manager Jess

Grant called meeting to order at 7:00 p.m.

Pledge of Allegiance/Invocation- Jeffrey Dodson

Approval of Agenda

Motion made by Hansen, second by Kane to approve agenda as presented. Motion carried.

Public communications and comment

None

Accept informational reports from standing committees and staff

Motion made by Gallops, second by Splitt to accept the following informational reports from standing committees and staff as accurate. Motion carried. With this motion the following were accepted: Historic Preservation minutes – August 3, 2021; Board of Zoning Appeals – August 18, 2021; Police Commission – September 2, 2021; Building Inspector report – August; EMS report – August; Police Department report – July; Public Works Department report – August; Senior Citizen report – August; Water Department report – August; City Administrator report – August; City Administration reports

Consent calendar

Motion made by Schraeder, second by Kane to approve the following: Common Council minutes – August 10th and 23rd, 2021. Motion carried.

Action Items

Masking in City Hall and City Buildings

Grant stated due to the rising levels of COVID-19 in the community and region, he is requesting council to consider a masking policy for the public entering City Hall and other City Buildings and for city employees. He stated the following standard exemptions from the face covering requirement: Children under the age of two; individuals who are unconscious, incapacitated or otherwise unable to remove the face covering without assistance and individuals with medical conditions. Splitt asked what requirements would be in effect for city employees. Sonntag stated masking is currently required if they are within 6 feet of each other and when meeting with the public. Schraeder said this policy would take the city back to where we started in 2020 and that many companies are also requiring face coverings in their workplace. Schatzinger requested signage be put up in city buildings. Werch asked if citizens at park pavilions/shelters would have to have face coverings. Sonntag stated no, park pavilions/shelters are considered outdoors, not indoors. Motion made by Schraeder, second by Schatzinger to adopt face coverings policy from the City of Columbus with added language under exemptions: while performing some work requirements, face coverings may be removed for safety concerns. A copy of this policy is attached to the minutes. Roll call vote taken: Schraeder-yes; Schatzinger-yes; Hansen-yes; Gallops-yes; Kane-yes; Gatzke-yes; Werch-yes; Splitt-no. Motion passed 7-1 (Splitt voting no).

Resolution to Authorize Interim Financing for Water and Sewer Construction Project

Interim/construction financing totaling \$1.5 million will be required to fund expenditures for the Vermont / Parkway Project. ICB is offering terms of 2.5% with no prepayment penalty. Proceeds

from the CWF and SDWLP will refinance the interim financing with long-term utility/TID revenue. Motion made by Schraeder, second by Hansen to approve Resolution No. 2021-25, A Resolution Borrowing from Investors Community Bank a Maximum Aggregate Amount of \$1,500,000 to finance infrastructure improvements for street and sewer repairs. Friendly motion amendment by Gallops, second by Gatzke to add to motion to include the name of the project: Vermont/Parkway Terrace project. Friendly motion accepted by both Schraeder and Hansen. Roll call vote taken: Schraeder-yes; Schatzinger-yes; Hansen-yes; Gallops-yes; Kane-yes; Gatzke-yes; Werch-yes; Splitt-yes. Motion passed unanimously 8-0.

Budget and Finance Director Ordinance

The draft ordinance removes language stating the removal of the Budget and Finance Director shall require a three-quarter vote of the council for removal. Staff recommends approval of this ordinance ahead of hiring this position. Motion made by Gallops second by Kane to approve Ordinance No. 1499, An Ordinance to Amend Section 2.22.010 of the Municipal Code. Roll call vote taken: Schraeder-yes; Schatzinger-yes; Hansen-yes; Gallops-yes; Kane-yes; Gatzke-yes; Werch-yes; Splitt-yes. Motion passed unanimously 8-0.

Alarm Systems Ordinance

The existing ordinance is out of date due to modern security technologies. Staff recommend approval of this ordinance to update to current practice. Wallner stated this new ordinance will clean up language that is in the current ordinance and doesn't exist with the move of the Dispatch Center to Fond du Lac County. Werch had concern with 4.16.080 Police response to fire alarms and requested Wurtz contact Ripon Area Fire District Attorney Moniz regarding the language. Motion made by Kane, second by Gallops to approve Ordinance No. 1500, Ordinance to Repeal and Recreate Chapter 4.16 Alarm Systems of the Municipal Code of the City of Ripon, WI. Roll call vote taken: Schraeder-yes; Schatzinger-yes; Hansen-yes; Gallops-yes; Kane-yes; Gatzke-yes; Werch-yes; Splitt-yes. Motion passed unanimously 8-0.

Grass Clippings Ordinance

Current ordinance does not specifically reference the discharge of grass clippings as a nuisance. Although covered under other nuisance ordinances, staff recommends adopting the ordinance specifically addressing the discharge of grass clippings due to the number of violations and negative impacts. Wallner stated grass clippings had fallen under the city littering ordinance. This new ordinance cleans up language and any questions on enforcement. This ordinance allows residents to resolve problems. Schatzinger shared a communication with council from the Green Lake Association, Stephanie Prellwitz, Executive Director in support of council approving this ordinance. Motion made by Schatzinger, second by Gallops to approve Ordinance No. 1501, An Ordinance Creating Chapter 10.19 in the Ripon Municipal Code of Ordinances, Grass Clippings. Roll call vote taken: Schraeder-yes; Schatzinger-yes; Hansen-yes; Gallops-yes; Kane-yes; Gatzke-yes; Werch-yes; Splitt-yes. Motion passed unanimously 8-0.

Discussion Items

Capital Improvement Plan Review

City staff have produced a comprehensive 5-year capital improvement plan for future projects and capital purchases for review. 2022 projects and purchases will be prioritized in the upcoming city budget. Council input for prioritization and additional projects is being sought prior to finalizing the plan. Sonntag stated 2022 projects totaled around \$3.6 million, but it doesn't mean everything listed in 2022 will be done in 2022. This is an ever changing document, but gives council an idea of what is needed now and in the future for the city. Sonntag stated the Capital Improvement Plan is on the city website where the public can access and look at the plan. Council is to contact Sonntag with any questions or recommendations.

COVID-19 Vaccination Policy

A request was made to place a city staff COVID-19 Vaccination Policy on the council agenda for discussion. Sample policies from communities across WI have were provided for reference. Many questions from council regarding where city employees would be tested, if they were receiving compensation for going to be tested, if they need to use sick time/vacation time/PTO; if this put an undue burden on city staff to track information received. Many council members stated they had reservations about the policy and mandates. Grant stated this policy would keep everyone safe, especially if the all employees were vaccinated. Kane inquired of Wurtz the liability if a citizen is exposed to a city employee who hasn't been vaccinated and they were to get COVID. Wurtz stated the cases will probably be coming in the future from both sides of the issue.

Project updates & staff reports

Sonntag informed council the city is still looking for a Finance Manager/Assistant to City Administrator and Daniela Partipilo is working as Interim Finance Manager and has been focused on the 2022 budget. A draft copy of the budget will be given to council soon. Storm damage totaled over \$211,000.00 and a application for a DNR Urban Forestry Catastrophic Storm Grant has been submitted. WI Disaster Fund request has been finalized and sent to Fond du Lac County. The city was not awarded the DNR Stewardship grant and Sonntag will be contacting the DNR for their reasoning in denying the city. Sonntag stated the Senior Center/Trailhead project will move forward, but may need to be scaled back on the trailhead side. He is looking for other funding opportunities.

Mayor's communications and appointments

No Appointments. Grant stated COVID cases are on the rise in Ripon and the citizens need to do everything they can do to stop the spread of the disease. Only true way out is for everyone to get vaccinated and soon and to wear their masks. He is asking all businesses to require face masks coverings and to encourage vaccinations for employees. Stay safe, healthy, be kind and considerate to others. Hansen stated Ripon Taxi service is in dire need of driver's. Kane thanked Wallner for putting up signage and patrolling the drop off and pick up area around Barlow Park.

Agenda items for future Council meetings

Contact Sonntag or Grant

Motion made by Hansen, second by Kane to adjourn. Motion carried. With no further business, Grant declared meeting adjourned at 8:30 p.m.

Ann Schommer, City Clerk

COMMON COUNCIL MEETING

September 27, 2021

Present: Schraeder, Schatzinger, Hansen, Gallops, Kane, Gatzke, Werch, Splitt (left at 8:38 p.m.), Grant

Absent:

Others: City Administrator Sonntag, Public Works Director Ehrenberg, Police Chief Wallner, Utility Manager Jess, City Clerk Schommer

Grant called meeting to order at 7:00 p.m.

Pledge of Allegiance/Invocation- Rev. Harsha Kotian

Approval of Agenda

Motion made by Kane, second by Splitt to approve agenda as presented. Motion carried.

Public communications and comment

Orlando Nieves, 827 Watson St – mask mandate at city hall. Nieves requests someone from the city email answers to his questions regarding the mask mandate/accommodations/penalties for not wearing a face mask/who enforces the mask mandate.

Rob Wittchow, 223 Union St-mask mandate and accommodations for those who do want to attend meetings, but do not want to wear a mask.

Scott Zemlicka, N7847 Cty Rd E – mask mandate. Zemlicka had questions on accommodations for those who want to attend meetings and do not wear a mask.

Rod Reynolds, 648 Watson St-sidewalk repair. Reynolds had questions regarding cost, how city decides to replace sidewalks, etc.

Recognition of 15 Years of Service and Retirement – Brenda Miller, Custodian

Sonntag stated Miller's last day was Monday, September 20th. He thanked her for her service and wished her a happy retirement.

Financial Advisor Report – TID Update – Ehlers – Phil Cosson

Cosson gave a PowerPoint presentation to council explaining what a TIF District is, how TIF Districts work and the status of the city's TIF Districts.

Action items

Payment Request – Vermont Street and Parkway Terrace Reconstruction

James Peterson Sons, Inc. has submitted pay request #3 for the project totaling \$474,260.48.

Motion made by Hansen, second by Gallops to approve pay request #3 from James Peterson Sons, Inc for \$474,260.48 Motion carried.

Agreement Amendment with MSA for 2020 CDBG-PF and DNR SDWLP & CFWP Program Funding for Vermont St. and Parkway Terrace Improvements Project

This amendment is to an agreement that was approved on September 28, 2020, between MSA and the city for CDBG Administration and DNR SDWLP & CFWP Program application. The amendment addresses DNR SDWLP & CFWP Program Administration. Motion made by Schraeder, second by Kane to approve agreement amendment with MSA for 2020 CDBG-PF and DNR SDWLP & CFWP Program Funding for Vermont St and Parkway Terrace Improvement Project. Motion carried.

Review City of Ripon Ward Map

Fond du Lac County is currently redistricting supervisory districts with 2020 census information. The City of Ripon Ward Map creating city wards and aldermanic districts needs review and recommended approval ahead of the October deadline to establish new districts and draft the required resolution. Sonntag and Schommer explained reasoning to changing Ward 1, 6, 7, 9

and 10 from previous map. Motion made by Gallops, second by Splitt to approve changes and to bring resolution to council for approval at the next council meeting. Motion carried.

Resolution – Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement

The City of Ripon has been awarded \$100,000 through the Safe Drinking Water Loan Program for a project to replace private lead service lines. The Resolution authorizes the city to enter the Financial Assistance Agreement to access these funds. Motion made by Schraeder, second by Schatzinger to approve Resolution No. 2021-26, Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement. Motion carried.

Discussion Item

Outdoor Open Container Entertainment Event Permit Ordinance Discussion

The Outdoor Open Container Entertainment Event Permit Ordinance has been drafted to address requests to allow outdoor alcohol consumption for events due to COVID-19 concerns and provide flexibility for event organizers. Craig Tebon, Ripon Main Street Manager, explained he brought this item up to the City Administrator because of what other communities were doing for their special events. Sonntag explained the example he brought before council is from the City of Watertown. This ordinance would only be for special events and organizers would need to apply for a Temporary Class “B”/”Class B” license. The ordinance is very comprehensive and defines containers, controls, liability issues. City Attorney Wurtz has reviewed. Werch asked Wallner if he had any concerns. Wallner stated he did not and is in support of the ordinance. The ordinance gives guidelines that need to be followed and helps with enforcement issues. Motion made by Hansen, second by Kane to bring ordinance back to the next council meeting as an action item. Motion carried.

Finance Manager / Assistant City Administrator Position Update

The application deadline was September 24th and the city did not receive an adequate amount of applicants for the position. The position profile and the application deadline need to be reviewed. Sonntag stated he received two applications and is probably going to interview one. He has advertised in multiple locations. He believes the salary is not attractive enough to get a large application pool. Werch inquired about Envision Greater Fond du Lac worker relocation incentive program. Sonntag stated they have developed a county-wide workforce attraction and retention tool for employers to utilize across Fond d Lac County. They offer up to \$15,000 relocation incentive and the employer may qualify for 50% reimbursement from Fond du Lac County Capital Resources. The applicant must have 12 months of concurrent residency and employment in order for the employer to qualify for the 50% incentive reimbursement. Sonntag stated the city could look at offering a flex work schedule, with the applicant working from home for example two days and in the office three days, etc. Motion made by Werch, second by Hansen to repost position and work with legal counsel to draft relocation incentive package and bring back to council for action. Motion carried.

Project updates & staff reports

Sonntag stated he will send out an email polling council for a date and time to review the first draft of the 2022 budget. He is hoping to schedule the week of October 4, 2021.

Schraeder stated part of Sonntag’s contract is a performance review by November 1st. Within the week council members will be receiving a questionnaire to complete and return. Council will schedule meeting to discuss questionnaire answers by end of October and will then discuss with Sonntag.

Mayor’s communications and appointments

No appointments. Grant read a statement from Fox Valley Health Care Readiness Coalition regarding getting vaccinated, mask wearing and getting flu shot early.

Agenda items for future Council meetings

Contact Sonntag or Grant

Ward Map – action item

Open Container Ordinance – action item

Finance Manager Incentive Package – action item

Motion made by Kane, second by Gallops to adjourn. Motion carried. With no further business in open session, Grant declared meeting adjourned at 8:43 p.m.

Ann Schommer, City Clerk

SEP 20 REC'D

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 10/01/21 ending: _____
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } Ripon
 Village of }
 City of }

County of Fond du lac Aldermanic Dist. No. _____
(If required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1027485223-02</u>	
FEIN Number <u>45-3740628</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

Name (Individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

PATINA VIE, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>WILLETT</u>	(First) <u>SARAH</u>	(Middle Name) _____	Home Address (Street, City or Post Office, & Zip Code) <u>15634 SKUNK HOLLOW RD RIPON 54971</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>WILLETT</u>	(First) <u>SARAH</u>	(Middle Name) _____	Home Address (Street, City or Post Office, & Zip Code) <u>15634 SKUNK HOLLOW RD RIPON 54971</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name PATINA VIE Business Phone Number 920 896 2389
2. Address of Premises 205 WATSON / 207 WATSON Post Office & Zip Code 54971

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
STREET LEVEL RETAIL / LIFESTYLE / WINE BAR
wine and alcohol to be sold, and served first level only. Storage in basement on shelving unit with locked closure.

4. Legal description (omit if street address is given above): RETAIL / NOVELTY

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued? PATINA VIE

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain Yes No
CURRENT

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain Yes No

9. (a) Corporate/limited liability company applicants only: Insert state WI and date 2011 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain Yes No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. CLASS A / SAME PROPERTY Yes No

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 268-2776] Yes No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>WILLETT, SARAH, —</u>	Title/Member <u>OWNER/MEMBER</u>	Date <u>10.16.21</u>
Signature <u>Sarah Willett</u>	Phone Number <u>9208962389</u>	Email Address <u>PATINAVIE@GMAIL.COM</u>

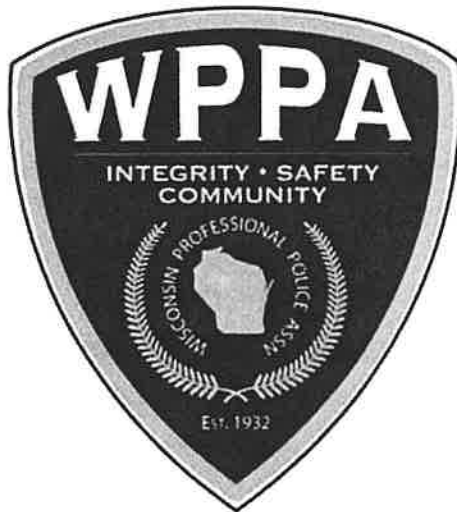
TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>9-17-2021</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk/Deputy Clerk <u>[Signature]</u>
Date license granted	Date license issued	License number issued	

Item No. (A)	Description of Work (B)	Scheduled Quantity (C)	Unit	Unit Price (D)	Current Contract Value	Work Completed		Total Completed and Stored to Date (E+F+G)	Percent Complete	
						Previous Request (E) Quantity	This Request (F) Quantity			Stored Materials (G) Quantity
1	MOBILIZATION, BONDS AND INSURANCE	1.0000	LS	\$ 26,114.00	\$ 26,114.00	0.75	\$ 19,585.50	0.75	\$ 19,585.50	75%
2	UNCLASSIFIED EXCAVATION	1.0	LS	\$ 113,700.00	\$ 113,700.00	0.17	\$ 19,329.00	0.17	\$ 19,329.00	75%
3	CLEAR AND GRUB	1.0	LS	\$ 3,800.00	\$ 3,800.00	1.00	\$ 3,800.00	1.00	\$ 3,800.00	100%
4	TOPSOIL PLACEMENT AND GRADING	3,700.0	SY	\$ 5.13	\$ 18,981.00	-	\$ -	0.00	\$ -	0%
5	SEEDING	3,700.0	SY	\$ 3.25	\$ 12,025.00	-	\$ -	0.00	\$ -	0%
6	EROSION CONTROL	1.0	LS	\$ 4,800.00	\$ 4,800.00	0.60	\$ 2,760.00	0.85	\$ 3,910.00	85%
7	TRAFFIC CONTROL	1.0	LS	\$ 6,350.00	\$ 6,350.00	0.75	\$ 4,762.50	0.75	\$ 4,762.50	75%
8	TEMPORARY ACCESS	1.0	LS	\$ 3,800.00	\$ 3,800.00	0.60	\$ 2,280.00	0.40	\$ 1,520.00	100%
9	CONCRETE CURB AND GUTTER, 30-INCH MOUNTABLE	5,500.0	LF	\$ 11.00	\$ 60,500.00	-	\$ -	0.00	\$ -	0%
10	6-INCH CONCRETE DRIVEWAY W/8-INCH DENSE GRADED BASE COURSE	21,800.0	SF	\$ 5.11	\$ 111,398.00	-	\$ -	0.00	\$ -	0%
11	4-INCH SIDEWALK W/8-INCH DENSE GRADED BASE COURSE	95.0	SF	\$ 5.08	\$ 480.70	-	\$ -	0.00	\$ -	0%
12	3-INCH ASPHALT DRIVEWAY W/8-INCH DENSE GRADED BASE COURSE	35.0	SY	\$ 31.43	\$ 1,100.05	-	\$ -	0.00	\$ -	0%
13	DENSE GRADED BASE, 1 1/4-INCH, (8-INCH THICK)	6,350.0	TON	\$ 9.47	\$ 60,134.50	-	\$ -	2,603.64	\$ 24,656.47	41%
14	BREAKER RIN (12-INCH THICK)	7,625.0	TON	\$ 9.47	\$ 72,208.75	-	\$ -	2,823.12	\$ 26,734.95	37%
15	ASPHALTIC BINDER (1.75-INCH THICK)	1,025.0	TON	\$ 66.48	\$ 68,121.50	-	\$ -	0.00	\$ -	0%
16	ASPHALTIC SURFACE (1.25-INCH THICK)	725.0	TON	\$ 58.58	\$ 42,470.50	-	\$ -	0.00	\$ -	0%
17	ROCK EXCAVATION	100.0	CY	\$ 150.00	\$ 15,000.00	3.50	\$ 525.00	0.50	\$ 75.00	4%
18	EXCAVATION BELOW SUBGRADE (EBS)	500.0	CY	\$ 20.00	\$ 10,000.00	-	\$ -	-	\$ -	0%
19	GEO TEXTILE FABRIC, TYPE S4S	12,700.0	SY	\$ 1.00	\$ 12,700.00	-	\$ -	6,896.00	\$ 6,896.00	54%
20	IMPORTED GRANULAR FILL	12,000.0	TON	\$ 12.00	\$ 144,000.00	13,223.62	\$ 158,683.44	14,052.86	\$ 168,634.32	227%
21	STREET INLET, 2' X 3'	14.0	EA	\$ 1,837.62	\$ 25,726.68	4.00	\$ 7,350.48	7.00	\$ 12,863.34	79%
22	STORM MANHOLE, 4' I.D.	1.0	EA	\$ 2,093.93	\$ 2,093.93	-	\$ -	1.00	\$ 2,093.93	100%
23	STORM MANHOLE, 6' I.D.	2.0	EA	\$ 4,035.48	\$ 8,070.96	-	\$ -	2.00	\$ 8,070.96	100%
24	STORM MANHOLE, 7' I.D.	1.0	EA	\$ 7,101.51	\$ 7,101.51	1.00	\$ 7,101.51	-	\$ -	100%
25	STORM INLET MANHOLE, 4' I.D.	2.0	EA	\$ 2,233.93	\$ 4,467.86	-	\$ -	2.00	\$ 4,467.86	100%
26	STORM INLET MANHOLE, 5' I.D.	3.0	EA	\$ 3,597.95	\$ 10,793.85	-	\$ -	3.00	\$ 10,793.85	100%
27	STORM INLET MANHOLE, 7' I.D.	3.0	EA	\$ 6,834.88	\$ 20,504.64	2.00	\$ 13,669.76	1.00	\$ 6,834.88	100%
28	STORM INLET MANHOLE, 8' I.D.	4.0	EA	\$ 6,303.50	\$ 25,214.00	1.00	\$ 6,303.50	3.00	\$ 18,910.50	100%
29	30-INCH RCP ENDWALL	1.0	EA	\$ 1,976.98	\$ 1,976.98	-	\$ -	1.00	\$ 1,976.98	100%
30	88-INCH X 43-INCH HEROP STORM SEWER	420.0	LF	\$ 206.60	\$ 86,772.00	-	\$ -	416.00	\$ 85,945.60	99%
31	60-INCH X 38-INCH HEROP STORM SEWER	295.0	LF	\$ 164.64	\$ 48,568.80	-	\$ -	288.00	\$ 47,416.32	98%
32	54-INCH RCP STORM SEWER	585.0	LF	\$ 180.63	\$ 105,668.55	574.00	\$ 103,681.62	-	\$ -	98%

Item No. (A)	Description of Work (B)	Scheduled Quantity (C)	Unit	Unit Price (D)	Current Contract Value	Work Completed				Total Completed and		Percent Complete
						Previous Requests (E)	This Request (F)	Stored Materials (G)	Stored to Date (E+F+G)			
					Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
33	30-INCH RCP STORM SEWER	975.0	LF	\$ 80.84	\$ 78,819.00	50.00	\$ 4,042.00	865.00	\$ 69,926.80	915.00	\$ 73,968.80	94%
34	30-INCH HDPE STORM SEWER	5.0	LF	\$ 102.52	\$ 512.60	-	\$ -	-	\$ -	0.00	\$ -	0%
35	24-INCH HDPE STORM SEWER	545.0	LF	\$ 63.33	\$ 34,514.85	-	\$ -	539.00	\$ 34,134.87	539.00	\$ 34,134.87	99%
36	12-INCH HDPE STORM SEWER	420.0	LF	\$ 57.75	\$ 24,255.00	105.00	\$ 6,083.75	200.00	\$ 11,580.00	305.00	\$ 17,613.75	73%
37	LIGHT RIP RCP	15.0	SY	\$ 30.00	\$ 450.00	-	\$ -	-	\$ -	0.00	\$ -	0%
38	CONNECT TO EXISTING STORM	6.0	EA	\$ 666.00	\$ 3,996.00	1.00	\$ 666.00	6.00	\$ 3,996.00	7.00	\$ 4,662.00	117%
39	ABANDON STORM SEWER	1.0	LS	\$ 34,160.00	\$ 34,160.00	0.20	\$ 6,832.00	0.80	\$ 27,328.00	1.00	\$ 34,160.00	100%
40	SANITARY MANHOLE 4' I.D.	12.0	EA	\$ 3,915.65	\$ 46,987.80	5.00	\$ 19,578.25	6.00	\$ 23,493.90	11.00	\$ 43,072.15	92%
41	12-INCH PVC SANITARY SEWER	1,530.0	LF	\$ 59.70	\$ 97,311.00	1,565.00	\$ 93,430.50	29.00	\$ 1,731.30	1594.00	\$ 95,161.80	98%
42	8-INCH PVC SANITARY SEWER	1,160.0	LF	\$ 50.26	\$ 58,301.60	188.00	\$ 9,448.88	1,000.00	\$ 50,260.00	1,188.00	\$ 59,708.88	102%
43	8-INCH PVC SANITARY SEWER LATERAL	40.0	LF	\$ 84.04	\$ 3,361.60	-	\$ -	29.00	\$ 2,437.16	29.00	\$ 2,437.16	73%
44	8-INCH PVC SANITARY SEWER LATERAL	2,550.0	LF	\$ 37.36	\$ 95,268.00	338.00	\$ 12,627.68	1,979.00	\$ 73,935.44	2317.00	\$ 86,563.12	91%
45	12-INCH X 8-INCH WYE	1.0	EA	\$ 499.20	\$ 499.20	1.00	\$ 499.20	-	\$ -	1.00	\$ 499.20	100%
46	8-INCH X 6-INCH WYE	34.0	EA	\$ 118.30	\$ 4,022.20	-	\$ -	34.00	\$ 4,022.20	34.00	\$ 4,022.20	100%
47	12-INCH X 6-INCH WYE	43.0	EA	\$ 296.40	\$ 12,745.20	40.00	\$ 11,956.00	-	\$ -	40.00	\$ 11,956.00	93%
48	6-INCH SANITARY CLEANOUT	77.0	EA	\$ 336.51	\$ 25,911.27	10.00	\$ 3,365.10	61.00	\$ 20,527.11	71.00	\$ 23,892.21	92%
49	8-INCH SANITARY CLEANOUT	1.0	EA	\$ 350.00	\$ 350.00	-	\$ -	-	\$ -	0.00	\$ -	0%
50	CONNECT TO EXISTING SANITARY LATERAL	78.0	EA	\$ 216.24	\$ 16,866.72	10.00	\$ 2,162.40	65.00	\$ 14,055.60	75.00	\$ 16,218.00	96%
51	CONNECT TO EXISTING SANITARY SEWER	5.0	EA	\$ 1,098.49	\$ 5,492.45	2.00	\$ 2,196.98	2.00	\$ 2,196.98	4.00	\$ 4,393.96	80%
52	ABANDON EXISTING SANITARY SEWER	1.0	LS	\$ 11,580.00	\$ 11,580.00	0.50	\$ 5,790.00	-	\$ -	0.50	\$ 5,790.00	50%
53	6-INCH PVC WATER MAIN	100.0	LF	\$ 70.55	\$ 7,055.00	22.00	\$ 1,554.30	70.00	\$ 4,945.50	92.00	\$ 6,499.80	92%
54	8-INCH PVC WATER MAIN	1,260.0	LF	\$ 52.69	\$ 66,389.40	-	\$ -	1,285.00	\$ 67,706.65	1,285.00	\$ 67,706.65	102%
55	10-INCH PVC WATER MAIN	1,570.0	LF	\$ 61.96	\$ 103,473.20	955.00	\$ 59,171.80	710.00	\$ 43,991.80	1,665.00	\$ 103,163.40	100%
56	6-INCH VALVE & BOX	5.0	EA	\$ 1,509.30	\$ 7,546.50	1.00	\$ 1,509.30	4.00	\$ 6,037.20	5.00	\$ 7,546.50	100%
57	8-INCH VALVE & BOX	3.0	EA	\$ 2,095.60	\$ 6,286.80	-	\$ -	4.00	\$ 8,382.40	4.00	\$ 8,382.40	133%
58	10-INCH VALVE & BOX	4.0	EA	\$ 3,948.80	\$ 12,199.20	2.00	\$ 6,099.60	2.00	\$ 6,099.60	4.00	\$ 12,199.20	100%
59	8-INCH TEE	1.0	EA	\$ 648.70	\$ 648.70	-	\$ -	1.00	\$ 648.70	1.00	\$ 648.70	100%
60	10-INCH TEE	2.0	EA	\$ 1,088.10	\$ 2,176.20	-	\$ -	1.00	\$ 1,088.10	1.00	\$ 1,088.10	50%
61	8-INCH X 6-INCH TEE	1.0	EA	\$ 553.80	\$ 553.80	-	\$ -	1.00	\$ 553.80	1.00	\$ 553.80	100%
62	10-INCH X 6-INCH TEE	1.0	EA	\$ 846.30	\$ 846.30	1.00	\$ 846.30	2.00	\$ 1,692.60	3.00	\$ 2,538.90	300%
63	10-INCH X 8-INCH TEE	2.0	EA	\$ 951.60	\$ 1,903.20	1.00	\$ 951.60	1.00	\$ 951.60	2.00	\$ 1,903.20	100%
64	8-INCH X 6-INCH REDUCER	1.0	EA	\$ 321.10	\$ 321.10	-	\$ -	1.00	\$ 321.10	1.00	\$ 321.10	100%

LABOR AGREEMENT
BETWEEN
CITY OF RIPON
AND
WPPA/LEER DIVISION
RIPON PROFESSIONAL POLICE ASSOCIATION
Local #486



JANUARY 1, 2022 – DECEMBER 31, 2024

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition and Bargaining Unit	1
II	Management Rights	1
III	Probationary Period	2
IV	Wages	2
V	Insurance	2
VI	Wisconsin Retirement Fund	3
VII	Uniform Allowance	3
VIII	Hours of Work and Overtime	4
IX	Holidays and Personal Time	6
X	Vacations	7
XI	Sick Leave	8
XII	Funeral Leave	9
XIII	Leaves of Absence Without Pay	9
XIV	Worker's Compensation Differential Pay	10
XV	Seniority	11
XVI	Grievance Procedure	14
XVII	Bulletin Board	15
XVIII	Entire Agreement	15
XIX	Separability	15
XX	Definitions	15
XXI	Union Activity	16
XXII	Dues Deduction	16
XXIII	Continuing Education	16
XXIV	Termination Clause	17
XXV	No Strike Clause	17
Appendix A - Pay Schedule		18

LABOR AGREEMENT
BETWEEN
CITY OF RIPON
AND
RIPON PROFESSIONAL POLICE ASSOCIATION (RPPA)
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION
JANUARY 1, 2022 – DECEMBER 31, 2024

THIS AGREEMENT made and entered into and to be effective January 1, 2022, by and between CITY OF RIPON, Ripon, Wisconsin, hereinafter referred to as the "Employer", and the RIPON PROFESSIONAL POLICE ASSOCIATION (RPPA) WISCONSIN PROFESSIONAL POLICE ASSOCIATION LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION (WPPA/LEER), hereinafter referred to as the "Union," for the purpose of maintaining harmonious labor relations, and to maintain a uniform minimum scale of wages, working conditions, and hours among the Employees, members of the Union, and to facilitate a peaceful adjustment of all grievances and disputes which may arise between the Employer and the Employees.

ARTICLE I – Recognition and Bargaining Unit

The Employer recognizes the Union as the exclusive bargaining agent in a collective bargaining agreement consisting of all regular full-time Employees including sergeants and police officers, but excluding the chief, captain, and all other City of Ripon Employees, as certified by the Wisconsin Employment Relations Commission on _____, 2021, pursuant to an election conducted by the Commission on _____, 2021.

At this time the Union recognizes there are no part-time Employees in the Union. If the Employer utilizes part-time Employees under the same classification of the unit or performing the same duties as association members in the future, the Union reserves the right to represent those part-time Employees.

ARTICLE II - Management Rights

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers of authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer. Unless otherwise herein provided, the management of the working forces, the right to hire, promote, transfer Employees and to create, combine, modify and eliminate positions; the right to suspend, demote or otherwise discipline Employees for proper cause; to lay off Employees; and to introduce new or improved methods or facilities, is vested exclusively in the Employer. The Union recognizes the right of the Employer to establish,

maintain and amend work rules. A written copy of all proposed changes to work rules will be provided to the Union not less than thirty (30) days prior to their implementation. Such rules shall be reasonable and shall in no way conflict with the specific provisions of this Agreement. Any claim that a work rule is unreasonable or conflicts with the terms of this Agreement shall be subject to the Grievance Procedure.

ARTICLE III - Probationary Period

All newly hired Employees shall be considered probationary Employees for the first one year of their employment. A probationary Employee may be disciplined or discharged for any reason without recourse to the Grievance Procedure. Continued employment beyond the first one (1) year of continuous employment shall be evidence of satisfactory completion of probation at which time the Employee's seniority shall be established as of their date of hire.

ARTICLE IV - Wages

A. The wages shall be as set forth in Appendix "A" and shall be effective on the dates noted therein. Said Appendix "A" shall be a part of this Agreement.

B. Employees shall be paid every two weeks on every other Thursday. All overtime accrued during a pay period will be paid in that period. If a pay day falls on a holiday, the Employer will make every reasonable effort to issue the pay check to Employees the day prior to the holiday.

ARTICLE V - Insurance

The Employer will provide a health care benefit plan, during the term of this Agreement. Each employee shall be required to contribute not more than the following per month toward the premium costs of health insurance for the specific plan options:

Employee Only -	One-hundred dollars (\$100.00)
Employee + Spouse -	One-hundred fifty dollars (\$150.00)
Employee + Child(ren) -	One-hundred fifty dollars (\$150.00)
Family -	Two-hundred dollars (\$200.00)

Employees not participating in the Employer's health benefit plan shall receive one thousand eight hundred dollars (\$1,800.00) per year to be paid at a rate of seventy-five dollars (\$75) per paycheck on the first and second paycheck of each month. Employees must choose this option and notify the City by December 1 of the prior year. Employees who "opt-out" of the Employer's health insurance plan and later decide to enroll must meet underwriting and insurability requirements as established by the insurance carrier unless a major life changing event occurs as defined by the insurance carrier.

The employer will extend the health care benefit plan under the same terms to the family of participating police officers who die in the line of duty, covering the spouse until he/she reaches age 65 or remarries, covering dependent children until age 18 unless they are a full time student at a secondary school or are less than 27 years old and enrolled in an accredited college or university.

The employer agrees to sponsor comprehensive dental and vision coverage to be funded by employees through payroll deduction. The parties agree to negotiate the specific levels of coverage and the provider of the benefit and establish such benefit.

Section 125 - The Employer shall implement a full medical reimbursement program which is qualified under Section 125 of the Internal Revenue Code, allowing the maximum contribution provided by law. In addition, the Employer shall pay the premium for group and term life insurance through the Wisconsin Retirement Fund.

ARTICLE VI - Wisconsin Retirement Fund

The Employer shall participate in the Wisconsin Retirement System pursuant to Wisconsin State Statute Ch. 40. Employees shall pay the employee required contribution at 2% effective January 01, 2019 and at 3% effective January 01, 2020. Pursuant to 2011 Wisconsin Act 10 (the Budget Repair Bill) effective June 29, 2011 and 2011 Wisconsin Act 32 (the 2011-2013 Biennial Budget) effective July 1, 2011, all new employees hired after July 1, 2011 shall pay the employee required contribution to the Wisconsin Retirement System.

ARTICLE VII - Uniform Allowance

A. The Employer agrees to allow an initial uniform allowance of One Thousand Dollars (\$1,000.00) to new Employees (officers and sergeants) at the time of initial employment. Each officer and sergeant shall be provided an annual uniform allowance of Six Hundred Dollars (\$600.00) with such sum being prorated to the closest year or one-half year from the initial date of service to achieve a calendar year basis. Employees who fail to complete their initial employment probationary period shall return all uniform items to the City.

B. The Employer will furnish a minimum of (1) gun to each officer. All guns shall remain the property of the Employer and must be turned in when any Employee leaves employment for any reason. Failure to turn in such gun or guns, damage and/or loss thereof shall be handled pursuant to the rules of the department.

C. The City shall for initial purchase and replacement pay 100% of the cost of personal "Ballistic Vests" to a maximum of \$700. Said Vests shall meet the minimum standards as specified by the National Institute of Justice. Employees shall select a vest of their choice meeting NIJ standards. Participation of the City in the cost of replacement Vests shall be limited to Employees who wear the Vests on a daily basis. The City shall participate in the replacement of vests only once each five years per Employee.

D. Expenditures from the "Uniform Allowance" may be made for purchase consistent with Department policy as set forth in the Department Manual and/or as approved by the Chief of Police.

ARTICLE VIII - Hours of Work and Overtime

A. The normal work day shall consist of twelve (12) hours. The Association or City may request to modify the schedule by giving a sixty (60) day notice in order to enter into negotiations over schedule. Modifications will be made after a mutually agreed upon schedule. The Patrol classification shall work a repeating work cycle of four (4) days on duty followed by five (5) days off duty. Patrol shifts are for a period of twelve (12) hours from 4:00 am to 4:00 pm and 4:00 pm to 4:00 am, for all Employees, except as hereinafter provided.

Shifts are subject to alteration by the Chief upon mutual agreement.

Officers assigned to attend school and training programs on a normally scheduled work day, will owe the city whatever hours are needed to the total the 12-hour work day. This owed time will be worked by the officers as soon as possible after accrual. An example:

8-hour training day means an officer owes the city 4 hours of work

10-hour training day means an officer owes the city 2-hours of work

B. 1. Overtime shall be paid for all hours worked outside of the regular posted work schedule. However, the Employer may reassign shifts within such Employee's scheduled days so as to meet known needs of the department. In addition, the Employer may temporarily reassign individuals from one shift to another if conditions warrant. In the event the scheduled policies as set forth herein are desired to be changed, the Chief and the Union shall meet to discuss any such policy change prior to instituting same. The Employer shall pay overtime for time spent by the Employee outside the work schedule for the following: (1) court appearances beyond posted schedule; (2) time worked because of call-in on a scheduled day off; and (3) any time the presence of the officer is required by the Employer outside the work schedule. Overtime shall be paid at the rate of one and one-half (1-1/2) times the Employee's regular hourly rate as set forth in Appendix "A" herein. Changes in schedule policies, if any, shall not be implemented in an arbitrary or capricious manner and furthermore shall not be utilized for the purpose of avoiding overtime or to implement any discipline.

B. 2. The present schedule policy shall be adhered to as closely as possible so as to afford Employees their scheduled weekends off wherever reasonably possible, consistent with efficient operation of the department. If the Chief determines that any such assignment is not reasonably possible, he shall discuss the matter with the Union Steward and the Employee prior to such assignment.

C. Tentative work schedules shall be posted on the 15th of the month in advance for the information of the Employees.

D. Overtime hours shall be compensated at one and one-half (1-1/2) times such Employee's regular hourly rate, except as otherwise provided in paragraph B.2. of this Article. When Employees are required to participate in training, the Employer may change an Employee's shift to accommodate the training. If the training program exceeds twelve (12) hours in length on a scheduled work day, the Employee shall be compensated at one and one-half (1-1/2) times such Employee's regular hourly rate, for training time in excess of twelve (12) hours. Further, if the training is scheduled on an Employee's regularly scheduled day off, the Employee shall be compensated at one and one-half (1-1/2) times such Employee's regular hourly rate for actual training hours.

The Employer will provide a cash advance to an Employee attending training that requires overnight travel. The advance will be used for lodging and meal expenses. The Employer must have fifteen (15) day notice when an expense advance is required. The Chief of Police may grant a waiver of the fifteen (15) day notice requirement when reasonable circumstances prevent adequate notice.

E. Employees who are assigned to attend school and training programs shall be compensated at straight time at such Employee's regular rate of pay.

F. 1. Overtime is to be as equally distributed as is practicable among the Employees employed, provided the Employees are qualified to do the required work on such call for overtime.

F. 2. If an employee signs up for a full shift and other employee(s) sign up for split shifts, the employee desiring the full shift shall be awarded the shift assignment.

F. 3. If any shift remains unfilled at the end of the posting period, assignment shall be made by reverse seniority. When applicable the shift shall first be assigned by split shift between employees working the shift(s) before and after the unfilled shift, then by assignment of employee(s) on a scheduled day off.

G. Employees who are training other Employees shall receive an additional fifty cents (.50¢) per hour for each hour or portion thereof.

H. An employee called in to work during the employee's scheduled off time shall receive a minimum of two (2) hours pay at time and one-half of his/her regular wage rate or pay for the actual time worked, whichever is greater. The City reserves the right to assign such employee to any work which he/she customarily performs during such period.

I. If an employee is scheduled for a court case and receives notice of cancellation less than twenty-four (24) hours before the time they were ordered to appear for the court case, the employee shall

receive two (2) hours at time and one-half (1½) pay. The employee is not required to report to the Police Department to qualify for this compensation.

ARTICLE IX - Holidays and Personal Time

A. Holidays. The holidays referred to means the days designated as the legally recognized holidays by the State of Wisconsin.

New Year's Day	Labor Day
The Friday Preceding Easter Sunday	Thanksgiving Day
Easter Sunday	Day Before Christmas
Memorial Day	Christmas Day
Fourth of July	New Year's Eve Day

To be eligible for holiday pay for the above holidays an Employee must have worked the last scheduled work day in the week in which the holiday falls and the first scheduled work day in such week after the holiday, unless such Employee is absent due to illness, injury, or other justifiable reason acceptable to the Employer.

For each such holiday for which an Employee becomes eligible, time off with pay of eight (8) hours shall be credited to such Employee. The Employee may take such time off as vacation at the time of their choice provided the schedule of the department reasonably permits. Under this paragraph, no Employee may accrue more than 96 hours of unused holiday time off. The employee shall have the option to submit a written request, ten (10) days prior to the next pay day (defined in Article IV (B)), seeking payment at straight time of any accrued Holiday Hours, not to exceed payout of more than 96 hours in a calendar year.

Employees actually reporting for work on a full holiday, as indicated in this Article, shall be compensated at the rate of one and one-half (1-1/2) times such Employees regular rate for hours actually worked during the twenty-four (24) hour period of the holiday.

Employees actually working on a holiday, that work in excess of twelve (12) hours shall be compensated at the rate of two (2) times such Employee's regular rate for hours in excess of twelve (12) hours actually worked on the holiday. Employees who are scheduled off on a holiday and are called in to work shall be compensated at the rate of two (2) times such Employee's regular rate for hours actually worked on the holiday.

Holidays falling during periods taken as regular vacation or while an Employee is on paid sick leave shall not be charged as vacation or sick leave.

Employees shall not be eligible for holidays falling during any period of absence from work wherein they are not on a pay status with the Employer. (Normal days off shall not be considered

non-pay status.)

B. Personal Time. The City also recognizes thirty-six (36) hours personal time which may be used each calendar year for any purpose. The thirty-six (36) hours personal time accrue on January 1 each year. Arrangements should be made with the employee's supervisor in advance to use this personal time. Unused personal time will not carry over to the following calendar year. Any personal time not taken by December 31 will be lost.

ARTICLE X - Vacations

Section 1. Rate of Earning Vacation Time. Vacation eligibility shall be determined on the basis of length of continuous service of each Employee based on such Employee's anniversary date of employment. Each regular full-time Employee shall earn annual paid vacation time as follows:

A. Employees with less than one (1) year of service shall earn forty-eight (48) hours paid vacation time accrued proportionately each month.

B. Employees with one (1) year or more but less than two (2) years of service shall earn eighty (80) hours paid vacation time accrued proportionately each month.

C. Employees with two (2) years or more but less than eight (8) years of service shall earn ninety-six (96) hours paid vacation time accrued proportionately each month.

D. Employees with eight (8) years or more but less than fifteen (15) years of service shall earn one hundred forty-four (144) hours paid vacation time accrued proportionately each month.

E. Employees with fifteen (15) years or more but less than twenty (20) years of service shall earn one hundred sixty (160) hours paid vacation time accrued proportionately each month.

F. Employees with twenty (20) years or more but less than twenty-four (24) years of service shall earn one hundred eighty-four (184) hours paid vacation time accrued proportionately each month.

G. Employees with twenty-four (24) years or more of service shall earn two hundred (200) hours paid vacation time accrued proportionately each month.

H. Vacation time, not taken may be accumulated up to a maximum of two hundred forty (240) hours. However, no Employee shall be entitled to take more than two hundred forty (240) hours of vacation time in any one (1) year.

Section 2. Years of Service. Years of service shall mean the years of seniority of an Employee.

Section 3. Computation of Vacation Pay. Each Employee shall be compensated at the rate of

pay in effect at the time the vacation time is used.

Section 4. Use of Vacation Time. Preference as to time of vacations will be given in accordance with seniority wherever practical and provided it does not adversely affect the operation of the Employer. Reasonable rules may be made by the Employer with respect to the taking of vacation.

Section 5. Termination of Time. Upon termination of employment of any Employee for any reason, any accumulated vacation time shall be paid to such Employee due, up to the date of termination, less any offsets due the Employer from the Employee, if any.

ARTICLE XI - Sick Leave

All regular full-time Employees covered by this Agreement shall earn sick leave which shall accrue at the rate of eight (8) hours of sick leave for each calendar month of service. "Each calendar month of Service" shall mean any calendar month in which the Employee is compensated for at least one hundred forty-four (144) hours of compensated service.

A. Sick Leave. Sick leave allowance shall be accumulated in the Employee's base sick leave account until a maximum of nine hundred sixty (960) hours has been accrued. Each forty (40) hours of sick leave accumulated over nine hundred sixty (960) hours qualifies as eight (8) hours of vacation time upon retirement. The list of accumulated vacation time shall be posted each January.

B. Accrual Required Before Use. Sick leave shall not be used until it has been accrued.

C. Eligibility for Sick Leave. Each Employee who has earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to illness, bodily injury, or exposure to contagious diseases, if certified by a state-licensed physician. The Employer shall require a medical certificate to justify sick leave in excess of three (3) days duration. The Employer may also require any Employee claiming sick leave to submit to an examination by a doctor designated by the Employer at the Employer's expense. Sick leave may be used in segments of no less than one (1) hour.

D. Effect of Termination of Employment. Previously accumulated sick leave shall not be terminated by absence on approved leave. Termination of employment for any reason shall cancel all unused accumulated sick leave allowance, except as set forth in subsection F below. Whenever a regular Employee is laid off due to lack of work or funds, any accumulated unused sick leave allowance shall continue in effect if such Employee is rehired by any City department or agency within one (1) year from the date of layoff.

E. Notice Required if Unable to Work. An Employee unable to report to work due to illness or injury is required to give at least four (4) hours notice prior to the start of their work shift unless circumstances prevent him/her from doing so.

F. Retirement Sick Leave Benefit. At retirement under the Wisconsin Retirement Fund, any full-time Employee may take up to the following amounts of his/her accumulated sick leave in pay at his/her current rate of compensation. Employees shall have the option of converting the payout equivalent to be left with the City to pay health insurance premiums for the employee. It is understood that once one of the two options is chosen, it cannot be reversed. The payout schedule is as follows:

<u>Years of Service To the City</u>	<u>Percentage of Accumulated Sick Leave Paid Out</u>
15	60
20	65
25	70
30	75

G. Effect of Death. Upon an employee death in the line of duty, accrued but unused sick leave benefits shall be paid to the employee's estate or family in accordance with the schedule in paragraph F, and may be used to pay for on going health insurance premiums. In the event an employee elects at retirement to use their sick leave payout to pay for on going health insurance premiums and he or she subsequently dies prior to the full payout of said sick leave, the City will continue such payments for survivors electing to continue health insurance coverage under COBRA.

ARTICLE XII - Funeral Leave

All regular full-time Employees shall be allowed a maximum of three (3) days off with pay, if necessary, providing they are scheduled days of work, for the death of a member of their immediate family (defined as spouse, children, or the parents of the Employee or spouse, and brother or sister of the Employee or spouse) and one (1) day off with pay for the death of a grandparent, grandchild, aunt or uncle of the Employee or spouse. Such days off with pay shall be taken between the date of death and a period ending one (1) day after the date of the funeral. The amount of pay shall be based on the number of hours scheduled to work on the day or days taken as funeral leave. To be eligible for funeral leave, the Employee must attend the funeral of the deceased.

ARTICLE XIII - Leaves of Absence Without Pay

A. Military Leave. The Employer and the Union shall comply with the requirements of federal and state law with respect to the reinstatement and seniority of Employees entering or returning from service in the armed forces of the United States.

Time spent in military service shall not count as time that qualifies for progression in the wage schedule attached hereto inasmuch as such step increments are for actual training and experience gained upon the job, except temporary duty in National Guard, riot duty, or similar service shall not be deducted from continuous service for such purpose.

B. Family and Medical Leave. Employees will be allowed to take unpaid time off for family or medical leave as provided for and in accordance with state and federal statutes. Employees taking such leave shall be allowed to substitute any paid leave to which they are entitled for such unpaid time off while taking the leave.

Upon the exhaustion of all available paid leaves or leave allowed under the state and/or federal family and medical leave acts, employees shall be granted a leave of absence for up to one (1) additional year, without pay, for a serious medical condition.

C. Other Leaves. Any Employee who wishes to absent himself or herself from his or her employment for any reason other than sick leave, funeral leave, or any other reason specifically provided for in this Agreement, must make application for a leave of absence from the Employer. Whenever possible, all requests for leaves shall be made in writing at least fifteen (15) days previous to the start thereof. The Employer shall determine whether or not justifiable reason exists for granting a leave of absence. No leave shall be granted for the purpose of seeking other employment. The term "other employment" shall not include election or appointment to Federal, State, County or Municipal offices. Such leaves must be renewed at the end of the period. Upon return from said leave of absence (not exceeding ninety (90) days) the Employee shall return to the position held at the time the leave of absence was granted. The Union shall be notified of the leaves granted and the duration of such leave.

D. Insurance While on Leave. An Employee on granted leave of absence without pay shall be allowed to continue to maintain hospital and surgical care insurance, providing the Employee pays the full premium in advance each month to the City Treasurer.

There shall be no accumulation of time in grade for purpose of advancing from one step to another under the attached classification and wage plan during any leaves of absence without pay exceeding seven (7) calendar days.

ARTICLE XIV - Worker's Compensation Differential Pay

In the event that an Employee becomes eligible for worker's compensation disability pay, such Employee shall provide verification as to the amount of payment of each worker's compensation check and the Employer shall issue payments in an amount equal to the difference between such Employee's full regular pay in effect immediately preceding the cause of the disability and the amount received from the worker's compensation check. Such differential pay shall be chargeable and deducted from such Employee's sick leave credits, and shall continue to be paid until such sick leave credits, if any, are exhausted. After sick leave credits are exhausted,

the Employee shall retain the worker's compensation payments.

In the event that a worker's compensation claim is contested, an Employee may draw their normal pay chargeable against their sick leave account during the pendency of said claim; provided, however, that such Employee executes an assignment of such worker's compensation benefits accrued and accruing prior to payment by the Employer, which assignment must be acceptable by the compensation carrier. When an Employee's sick leave account is exhausted, such payments shall cease. In the event such claim becomes payable, the Employer shall reimburse such Employee's sick leave account for the period of time necessary out of such compensation check so as to conform the payments therefrom pursuant to the formula set forth in paragraph one of this Article.

ARTICLE XV - Seniority

A. The Employer agrees to the seniority principle.

B. Seniority shall commence upon the date of hire and shall be based upon the length of continuous full-time equivalency service since the Employee's most recent date of hire. Seniority and the employment relationship shall be broken and terminated if an Employee:

1. quits;
2. is discharged for just cause;
3. fails to return upon the expiration of a leave of absence unless unable to return for certified medical reasons or other excuse of a physical/traumatic nature;
4. fails to report to work within three (3) working days after having been recalled from layoff by the City sending a written notice by certified mail to the Employee's last known address appearing upon the Employee's records unless unable to notify the Employer for certified medical reasons or other excuse of a physical/traumatic nature;
5. following a layoff for a period exceeding one (1) year;
6. is absent from work for three (3) consecutive working days without notification to and approval by the Employer, unless unable to notify for physical or other reasonable excuse;
7. while on leave of absence, accepts other employment without permission; or
8. is retired.

The Employer shall post its seniority list of Employees showing anniversary dates each January.

C. There shall be two (2) types of seniority:

1. Classification seniority shall be the actual time spent within the classification.

a. This seniority shall be used for the implementation and use of all benefits and contractual language as stated herein as relates among Employees in that classification.

2. Bargaining Unit seniority shall be used for the accrual of benefits.

D. Layoff/Recall.

1. Layoffs. If a reduction of Employee personnel is necessary, the last person hired shall be the first person laid off and the last person laid off shall be the first person recalled, provided those retained or those recalled are immediately qualified to perform the available work, in accordance with S62.13 (Rm), Wis. Stats.

2. Recall. Employees on layoff shall immediately provide any change in address to their department head. An Employee being recalled from layoff shall be sent a notice of recall by certified mail to the Employee's last reported mailing address. An Employee shall have up to three (3) working days from the date of receipt within which to report to work unless unable to do so for certified medical reasons or other excuse of a physical/traumatic nature.

E. Promotions and Transfers

1. It shall be the policy of the Employer to give consideration to the present Employees when permanently filling job vacancies within the bargaining unit resulting from the separation of incumbent Employees, the creation of new positions, or for whatever reasons that a job vacancy may occur.

2. Job vacancies shall be posted on the bulletin board for at least five (5) working days; the job posting shall set forth the job title, shift, rate of pay and a brief description of the job requirements and qualifications desired.

3. Any Employee interested in such a posting may sign for it. The qualified Employee shall be selected to fill the job vacancy, however, where two or more Employees' qualifications are relatively equal, seniority shall apply. Selection of an Employee to fill the job vacancy shall be based on qualifications. The Employer reserves the right to make the final decision on filling job vacancies.

4. An Employee awarded a job shall be given a fair trial for a period not to exceed six (6) months unless extended, in writing, for a period not to exceed an additional thirty (30) days by the Employee's supervisor, but if it shall, at any time during the trial period, be decided by the Employer that such Employee is not qualified or adapted to the new position, then he or she shall

be returned to his or her old position without loss of seniority. If, prior to the end of any trial period, or any extension thereof, the Employee desires to return to his or her old job, he or she may do so without loss of seniority.

5. If an Employee bids into a different job classification, he or she shall be paid at the current rate for the new job during the trial period and if he or she successfully completes the trial period, than he or she shall continue to be paid at the current rate for the new job.

F. Qualifications Disputes. If there is any difference of opinion as to qualifications of an Employee, the Employer and the Union may take the matter up for adjustment through the Grievance Procedure.

G. Seniority Accumulation. The seniority of an Employee shall cease to accumulate During periods of layoff for any layoff periods in excess of thirty (30) days duration.

H. Lateral Transfer.

New hire law enforcement officers who may be hired by the City of Ripon who have years of experience working as a law enforcement officer in another jurisdiction and law enforcement agency.

New hire law enforcement officers shall receive lateral transfer benefits as follows:

1. Qualifier - Applicants for the position of law enforcement officer must have a minimum of 3 years full time experience as a certified law enforcement officer, at another law enforcement agency, to be considered for lateral transfer. It is understood that this service credit will play no role in establishing department seniority in any circumstance that might utilize seniority as a determining factor. Applicants with less than three years' experience will not qualify for the lateral transfer.
2. Wages - A new hire Law enforcement officer shall be granted a starting wage equivalent to the three (3) year wage, per the collective bargaining agreement pay schedule Appendix A. This starting wage will be credited toward the years of service in the Ripon Police Department wage schedule (i.e. – A Police Officer that qualifies for the lateral entry at the 3-year rate will become eligible for the 5-year pay rate after 2-years of service). This pay schedule is retroactive to those officers that were hired after the current MOU was enacted.
3. Vacation accrual rate - A new hire law enforcement officer will be placed in the category of earning ninety-six (96) hours paid vacation time accrued proportionately each month, in corresponding with Article X, Vacations, Section 1. Item C. per the collective bargaining unit agreement.
4. Sick Time - A new hire law enforcement officer will be advanced 120 hours of sick time, with the understanding that no additional sick time will be accrued until

after the month in which the same number of sick hours would have accrued naturally.

ARTICLE XVI - Grievance Procedure

Section 1. Grievance. A grievance is defined to be a controversy between the Union and the Employer, or between any Employee or Employees and the Employer as to:

- A. A matter involving the interpretation of this Agreement;
- B. A matter involving an alleged violation of this Agreement in which an Employee or group of Employees or the Employer maintains that any of their rights or privileges have been impaired in violation of this Agreement; and,
- C. Any matter involving the application or enforcement of the terms of this Agreement.

Section 2. Procedure. Grievances shall be processed in the following manner:

Step One. The Employee, the Union committee and/or the Union Representative shall take the grievance up orally with the Captain within ten (10) business days of their knowledge of the occurrence of the event causing the grievance, which shall not be more than fourteen (14) business days after the event. The Captain shall attempt to make a mutually satisfactory adjustment, and, in any event, shall be required to give an answer within ten (10) business days.

Step Two. The grievance shall be considered settled in Step One unless, within five (5) business days after the Captain's answer is due, the grievance is reduced to writing and presented to the Chief. The Chief shall respond to the grievance in writing within five (5) business days.

Step Three. The grievance shall be considered settled in Step Two unless, within five (5) business days from the date of the Chief's written answer or last date due, the grievance is presented in writing to the City Administrator and the Police Commission. The Police Commission shall respond in matters involving discipline and the City Administrator in all other matters in writing to the Union Representative within five (5) business days.

Step Four. If an Employee grievance is not settled at the third step or if any grievance filed by the Employer cannot be satisfactorily resolved by conference with the appropriate representatives of the Employees, either party may take the matter to arbitration as hereinafter provided.

Section 3. Arbitration. The grievance shall be considered settled in Step Three above, or if an Employer grievance in Step Four above, unless within ten (10) business days after the last

response is received, or due, the dissatisfied party (either party) shall request in writing to the other that the dispute be submitted to arbitration. A panel of five (5) arbitrators shall be jointly requested from which the parties shall each strike two (2) names to arrive at the selection of a Wisconsin Employment Relations Commission arbitrator to hear grievance arbitrations. Each party shall bear its own cost of arbitration and the cost of the arbitrator, if any, shall be shared equally by the parties. The arbitrator shall have no authority to add to, change, or modify any part of this Agreement.

With the exception of matters covered in Article XVI, Section 4, the arbitrator, in conformity with their jurisdiction, shall be final and binding upon both parties, but shall not constitute a binding precedent in connection with future negotiations.

Section 4. Discipline, Discharge and Suspension. No regular Employee shall be disciplined, discharged, or suspended except for just cause. Written notice of the suspension, discipline, or discharge and the reason or reasons for the action shall be given to the Employee with a copy to the Union Steward or Representative within twenty-four (24) hours, if reasonably possible. A grievance that may result from such action shall be considered waived unless presented in writing within five (5) business days of the receipt of the notice by the Employee. The grievance may be started at Step Two or Step Three.

Section 5. Time. The time limits set forth in the foregoing steps may be extended by mutual agreement in writing.

ARTICLE XVII - Bulletin Board

The Employee representative and Employees are hereby granted permission to post notices, announcements and other legitimate materials on one bulletin board, designated by the Chief for such purposes on the premises. Such materials must be signed by an officer of the bargaining unit. Any other material for posting must be approved by the Chief.

ARTICLE XVIII - Entire Agreement

The foregoing constitutes the entire agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE XIX - Separability

Should any of the provisions of this Agreement be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XX - Definitions

- A. Regular Full-Time Employees shall mean any Employee who regularly works an average of 74.87 hours per pay period.
- B. Gender. The use of the masculine gender shall be deemed to include the feminine gender wherever applicable.

ARTICLE XXI - Union Activity

Business agents or representatives of the Union having business with the officers or individual members of the Union may confer with such Union officers or members during the course of the work day for a reasonable time with permission and it is understood that the Employees involved will respond to any emergency situation.

ARTICLE XXII - Dues Deduction

- A. The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.
- B. It shall be WPPA/LEER's responsibility to obtain dues authorization forms from new employees and provide them to employer. Dues deductions will commence on the first pay period after receipt of the dues deduction form.
- C. The employer shall notify the WPPA of all new hires of the bargaining unit within 10 days of their start date.
- D. The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the 15th of each month.
- E. Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association.
- F. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently

with either the WPPA or local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

- G. It is expressly understood and agreed that WPPA/LEER will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the employer harmless against any and all claims, demands, suits, order, judgments or any other forms of liability against Employer which may arise out of employer's compliance with this Article.

ARTICLE XXIII - Continuing Education

The Employer agrees that it will reimburse Employees in the unit for the actual cost of tuition and/or registration fees incurred by the Employee for the taking of certain school courses which have been previously approved, in writing, by the Mayor and Chief. The courses in question must be specifically designated for the advancement of the Employee in his/her job classification. Text books, supplies, materials and all other costs of said courses will not be reimbursed by the City. Payment will not be due pursuant to this paragraph until the Employee has provided written proof, from the schools, that the Employee has satisfactorily completed the course of study. It is agreed and understood that attendance at courses, as well as study for courses, will be solely on the Employee's off-duty time and there will be no pay to the Employee while attending or studying for said courses.

Fifty percent (50%) of all tuition reimbursement shall be repaid if an employee remains on the department for less than five (5) years after completion of a non-required course.

ARTICLE XXIV - Termination Clause

This Agreement shall be effective as of the first (1st) day of January, 2022, and shall remain in full force and effect until the thirty-first (31st) day of December, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before 180 days prior to the contract expiration date that it desires to amend or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations, except that in the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE XXV - No Strike Clause

A. Strike Prohibited: Neither the Union nor any of its officers, agents, or City employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted

work stoppage, sympathy strike, or any other intentional interruption of work.

B. Penalties: Any or all of the employees who violated any of the provisions of this section may be discharged or disciplined by the City. In any arbitration proceeding involving breach of this position, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2021.

EMPLOYER:

UNION:

CITY OF RIPON

RIPON PROFESSIONAL POLICE ASSOC.

By: _____

By: _____

By: _____

By: _____

By: Kevin R Sorenson
Kevin R Sorenson, Business Agent
WPPA/LEER

**APPENDIX A
RIPON POLICE DEPARTMENT
PAY SCHEDULE EFFECTIVE JANUARY 1, 2022**

<u>Officers</u>	<u>Start</u>	<u>6 mo.</u>	<u>1 yr.</u>	<u>2 yrs.</u>	<u>3 yrs.</u>	<u>5 yrs.</u>	<u>8 yrs.</u>	<u>Raise</u>
01/01/2022 hrly biweekly	\$27.17 \$2,034.24	\$27.74 \$2,076.92	\$28.49 \$2,133.07	\$29.50 \$2,208.69	\$30.30 \$2,268.58	\$31.36 \$2,347.95	\$33.08 \$2,476.73	3.00%
1/1/2023 hrly biweekly	\$27.99 \$2,095.63	\$28.57 \$2,139.06	\$29.34 \$2,196.71	\$30.39 \$2,275.32	\$31.21 \$2,336.72	\$32.30 \$2,418.33	\$34.07 \$2,550.85	3.00%
1/1/2024 hrly biweekly	\$28.83 \$2,158.52	\$29.43 \$2,203.45	\$30.22 \$2,262.59	\$31.30 \$2,343.46	\$32.15 \$2,407.10	\$33.27 \$2,490.95	\$35.09 \$2,627.22	3.00%
<u>Sergeants</u>							<u>Max</u>	<u>Raise</u>
1/1/2022 hrly biweekly							\$34.61 2591.28	3.00%
01-01-2023 hrly biweekly							\$35.65 2669.14	3.00%
01-01-2024 hrly biweekly							\$36.72 2749.25	3.00%

(Biweekly wage based on 74.87 hours for full-time employees)

(Annual wage based on 1946.64 hours per year for full-time employees)

RESOLUTION NO. 2021-__

**A RESOLUTION WRITING OFF
UNCOLLECTIBLE AMBULANCE BILLS**

WHEREAS, the City of Ripon has made substantial efforts to collect certain ambulance accounts described on Attachment "A"; and,

WHEREAS, these accounts have been deemed uncollectible by City staff and the City Attorney for a variety of reasons; and,

WHEREAS, it is necessary to remove these delinquent accounts deemed uncollectible from the City's accounting records.

NOW, THEREFORE, BE IT RESOLVED that the list of ambulance accounts listed on Attachment "A" in the amount of \$34,696.93 shall be removed from the City's accounting records.

Theodore Grant, Mayor

Adam Sonntag, City Administrator

AYES _____ NAYES _____
PASSED THIS _____ DAY OF OCTOBER,
2021

Approved as to form:

L. Wurtz, City Attorney Ludwig

Attachment A

EMS Invoices Submitted to
COMMON COUNCIL
for Write-Off Consideration October 2021

INVOICE NUMBER	DATE OF SERVICE	REASON FOR WRITE-OFF	UNPAID BALANCE
900142983	7/18/2013	Statute of Limitations has expired (Received \$491.30 from TRIP)	\$1,221.70
900162915	8/4/2014	Statute of Limitations has expired (Received \$160.00 pymt from Patient)	\$298.00
900173999	4/16/2015	Statute of Limitations has expired	\$164.00
900174436	4/28/2015	Statute of Limitations has expired	\$716.00
90017447	5/2/2015	Statute of Limitations has expired (Received \$422.00 from All Savers Insurance)	\$261.00
90017467	5/11/2015	Statute of Limitations has expired	\$718.00
90017472	5/13/2015	Statute of Limitations has expired	\$835.00
90017506	5/28/2015	Statute of Limitations has expired	\$568.00
90017569	6/16/2015	Statute of Limitations has expired	\$738.00
90017704	7/5/2015	Statute of Limitations has expired (Received \$53.52 from AARP Medicare Complete MC Advantage Plan)	\$462.48
90017749	7/23/2015	Statute of Limitations has expired	\$620.00
90017778	8/6/2015	Statute of Limitations has expired	\$650.00
90017912	9/7/2015	Statute of Limitations has expired	\$155.00
90017923	9/9/2015	Statute of Limitations has expired	\$456.00
90017943	9/15/2015	Statute of Limitations has expired	\$753.00
90017949	9/17/2015	Statute of Limitations has expired (Received \$460.00 from All Savers Insurance)	\$243.00
90017959	9/20/2015	Statute of Limitations has expired	\$525.00
90018039	9/30/2015	Statute of Limitations has expired	\$736.00
90018068	10/1/2015	Statute of Limitations has expired (Received \$165.86 from Humana Gold Choice MC Advantage Plan)	\$416.14
90019804	2/10/2017	Patient Deceased & No Estate (Received \$100.15 from Humana Gold Choice MC Advantage Plan)	\$589.85
90020943	10/31/2017	Patient Deceased & No Estate (Received \$101.17 from AARP Medicare Complete MC Advantage Plan)	\$685.83
90021164	12/28/2017	PI Deceased & No Estate (Received Payment of \$193.20 from Humana Gold Choice Medicare Advantage & \$50.00 Partial Co-Pay from PI)	\$685.80
90021330	2/4/2018	Received Payment of \$597.21 from Tax Intercept & \$70.00 from PI's Mother Balance Remaining too small to pursue	\$2.79
90022412	9/24/2018	Received Pymt of \$104.00 from United Healthcare has Balance Remaining too small to pursue	\$26.00
90022859	11/11/2018	Pymt from Aetna Medicare Advantage \$160.92 & Co-Pay \$33.06 Pd. By PI. Copay balance due \$16.94 too small to pursue	\$671.02
90022878	12/6/2018	Received Pymt of \$301.79 from Medicare Part B & Unable to locate PI to collect co-ins amt due of \$76.98 w/off balance	\$422.21
90022879	12/6/2018	Received Pymt of \$301.79 from Medicare Part B & Unable to locate PI to collect co-ins amt due of \$76.98 w/off balance	\$319.21
90022862	12/7/2018	Received Pymt of \$302.66 from Medicare Part B & Unable to locate PI to collect co-ins due of \$77.21 w/off balance	\$456.34
90022869	12/9/2018	Received Pymt of \$302.66 from Medicare Part B & Unable to locate PI to collect co-ins due of \$77.21 w/off balance	\$320.34
90023027	2/24/2019	PI Deceased & Received Pymt of \$749.00 from All State Auto Insurance w/off Balance	\$324.00
90023249	4/14/2019	PI Deceased & No Estate	\$617.00
90023860	8/16/2019	PI Deceased & No Estate	\$130.00
90024197	10/23/2019	Chapter 7 Bankruptcy & Write off Balance	\$1,035.00
90024893	2/6/2020	PI Deceased & Received Pymt of \$205.97 from Medicare Part B w/off Balance	\$574.83
90025604	8/18/2020	Chapter 7 Bankruptcy & Write off Balance	\$1,056.00
90025630	8/24/2020	Unable to Locate PI originally from Guatemala w/off Balance per City Atty Wurtz	\$1,161.00
90025631	8/24/2020	Unable to Locate PI originally from Guatemala w/off Balance per City Atty Wurtz	\$2,489.00
90025861	10/14/2020	PI Deceased & No Estate (\$160.00 Base Charge Applied to PI. Co-pay)	\$215.00
90026093	11/22/2020	PI Deceased & No Estate (Received Pymt of \$194.46 from Medicare Part B)	\$626.62
90026095	11/22/2020	PI Deceased & No Estate (Received Pymt of \$352.96 from Medicare Part B)	\$748.94
90026183	12/10/2020	PI Deceased & No Estate (Received Pymt of \$156.33 from Medicare Part B)	\$628.97
90026184	12/10/2020	PI Deceased & No Estate (Received Pymt of \$207.41 from Medicare Part B)	\$550.09
90026343	12/20/2020	PI Deceased & No Estate (Received Pymt. Of \$691.60 from Anthem BCBS)	\$997.40
90026348	12/29/2020	PI Deceased & No Estate (Received Pymt of \$128.00 from Medicare Part B)	\$87.00
90026363	1/1/2021	PI Deceased & No Estate (Received Pymt of \$13.86 from Anthem Medicare Plus Medicare Advantage)	\$1,566.34
90026364	1/1/2021	PI Deceased & No Estate (Received Pymt of \$407.95 from Anthem Medicare Plus Medicare Advantage)	\$1,702.15
90026619	2/17/2021	PI Deceased & No Estate w/off Balance	\$1,963.00
90026675	2/23/2021	PI Deceased & No Estate w/off Balance	\$215.00
90026676	2/27/2021	PI Deceased & No Estate w/off Balance	\$619.00
90026697	3/4/2021	PI Deceased & No Estate w/off Balance	\$809.00
90026743	3/19/2021	PI Deceased & No Estate w/off Balance	\$215.00
90026901	4/24/2021	PI Deceased & No Estate (Received Pymt. of \$312.49 from Medicare Part B)	\$597.51
90026902	4/24/2021	PI Deceased & No Estate (Received Pymt of \$371.63 from Medicare Part B)	\$835.37
90027069	5/21/2021	Workman's Comp. Claim (Received Pymt of \$1260.00 from Secura Insurance Company)	\$199.00
TOTAL			\$34,696.93

RESOLUTION NO. 2021-_____

WHEREAS, a tentative supervisory district plan has been received from the Fond du Lac County Board;

WHEREAS, Wisconsin State Statutes 5.15(2)(d) require that every municipality make a good faith effort to accommodate the tentative plan submitted by the county and shall divide itself into wards in such a manner that will permit the creation of county supervisory districts;

NOW THEREFORE, be it resolved that the City of Ripon does hereby divide the municipality into the following wards with the polling place for all wards to be located at 100 Jackson Street, Ripon, Wisconsin.

Ward No. 1

The First Ward shall encompass the following area: Commencing at NW city limits E along W Fond du Lac Street to Washington St, N on Washington St, E along Silver Creek to Hamburg St, N on Hamburg St to Oshkosh St, W on Oshkosh St to Mayparty St, N to Murray Park Dr, E to 50 Sunset Ave property line, N to Wolverton Ave, E to Eureka St, N along Eureka St to North city limits, W along North city limits to POB.

Ward No. 2

The Second Ward shall encompass the following area: Commencing at NW city limits, E along W Fond du Lac Street to Ransom St, S on Ransom St, W on Seward St, N on Elm Street, W Congress St, S on Union St, W to West city limits, N along city limits to POB.

Ward No. 3

The Third Ward shall encompass the following area: Commencing at Thorne St at Union St, E to Lincoln St, S to Howard St, W along Howard St to Thomas St, S to the South line of Lot 1 of CSM 1691-9, North and then West along municipal boundary to Union St, N on Union Street to POB.

Ward No. 4

The Fourth Ward shall encompass the following area: Commencing at Congress St at Union St, W to Elm St, S to Seward St, E to Woodside, S to Oak St, W to Lincoln St, N to Thorne St, W Union St, N to POB.

Ward No. 5

The Fifth Ward shall encompass the following area: Commencing at Oak St at Lincoln St, W to S Grove St, S to Griswold St, NE to Metomen St, S to South city limits, W to city limits, N & W along city limits to Radio Rd, S to South city limits, W to CTH E, S to South city limits, W to West city limits, N along W city limits to Skyline Rd, N along West city limits to S line of CSM-1691-9, E along S line of Lot 1 of CSM 1691-9 to Thomas St, N to Howard St, N along Lincoln St to POB.

Ward No. 6

The Sixth Ward shall encompass the following area: Commencing at Oak St at S Grove St, W to Woodside St, S to Howard St, W to Watson St, N to Belleville St, E to Metomen St, S to Griswold St, W to S grove St, N to POB.

Ward No. 7

The Seventh Ward shall encompass the following area: Commencing at Eureka St at N City limits, E along North city limits to Mascoutin Trail, N along Mascoutin Trail to North city limits, E to East city limits, South along East city limits to Oshkosh St, W to Mayparty Dr, N to Murray Park Dr, E to Sunset Ave, N to Wolverton Glen, E to Eureka St, N to POB.

Ward No. 8

The Eighth Ward shall encompass the following area: Commencing at Oshkosh St at Hamburg St, E to Douglas St, S along East city limits to Hall St, E to East city limits, S along East city limits to Douglas St, N to Jackson St, W to Fond du Lac Street, NW to Washington St, N to Silver Creek, follow creek to N to Hamburg St, N to POB.

Ward No. 9

The Ninth Ward shall encompass the following area: Commencing at E Jackson St at Tygert St, E to Douglas St, S along East city limits to E Fond du Lac St, NW to Houston St, N to POB.

Ward No. 10

The Tenth Ward shall encompass the following area: Commencing at W Fond du Lac St at W Jackson St, E to Ransom St, S to Seward St, W to Woodside Ave, S to Howard St, E To Watson St, N to Belleville St, E to Metomen St, N To E Fond du Lac St, E to Houston St, N to W Jackson St, W to POB.

Ward No. 11

The Eleventh Ward shall encompass the following area: Commencing at E Fond du Lac St at Metomen St, SE along E Fond du Lac St to East city limits, S to city limits, W and S along South city limits to Metomen St, N to POB.

BE IT FURTHER RESOLVED, that this ordinance shall be submitted to the Clerk of Fond du Lac County along with a map of the municipality which illustrates the revised ward boundaries for preparation of a final redistricting plan for the County Board.

Theodore Q. Grant, Mayor

ATTEST:

Adam Sonntag, City Administrator

AYES: _____ NAYES: _____

Passed this _____ DAY OF _____, 2021

Approved as to form:

Ludwig L. Wurtz, City Attorney

ORDINANCE NO. _____

**ORDINANCE TO CREATE CHAPTER 6.37 OUTDOOR OPEN CONTAINER
ENTERTAINMENT EVENT PERMIT
OF THE MUNICIPAL CODE
OF THE CITY OF RIPON, WISCONSIN**

WHEREAS, the Common Council for the City of Ripon is desirous to create Chapter 6.37 Outdoor Open Container Entertainment Event Permit of the Municipal Code of the City of Ripon,

NOW THEREFORE IT BE ORDAINED BY THE COMMON COUNCIL OF THE CITY OF RIPON, WISCONSIN CREATES CHAPTER 6.37 OUTDOOR OPEN CONTAINER ENTERTAINMENT EVENT PERMIT TO READ AS FOLLOWS:

Chapter 6.37 OUTDOOR OPEN CONTAINER ENTERTAINMENT EVENT PERMIT

Sections:

6.37.010 Definitions.

All terms or phrases for the purposes of this section shall have the meanings provided in Wis. Stats., § 125.02, except as described below:

EVENT LICENSED PREMISES or EVENT LICENSEE — A premises identified in the "outdoor open container entertainment event permit" application that has been issued a temporary class "B" pursuant to Chapter 6.36 of the City of Ripon Municipal Code of Ordinances and Ch. 125, Wis. Stats.

OPEN CONTAINER — A paper or plastic cup which does not exceed 16 fluid ounces in size located within the "outdoor open container entertainment event" boundaries. The open container shall bear the "outdoor open container entertainment event's" printed name and/or logo, or otherwise be identifiable as an open container if approved by the Common Council. Glass containers may only be used with approval by the Common Council.

OUTDOOR OPEN CONTAINER ENTERTAINMENT EVENT — A special event in a defined area of the City which, because of adjacent zoning, includes, but is not limited to, any combination of retail shops, galleries, bars, restaurants, entertainment venues and related businesses, located in any public area, including the streets, sidewalks and rights-of-way located within the City of Ripon, where the possession and consumption of "fermented malt beverages" and/or "wine" from an open container is permitted subject to an approved application, the regulations contained within this section and Chapter 125 of the Wisconsin State Statutes.

6.37.020 Outdoor open container entertainment event.

During dates, times and locations within areas of the City designated for an outdoor open container entertainment event, the possession and consumption of fermented malt beverages and/or wine purchased from an event licensed premises in an open container are permitted, notwithstanding Chapter 12.34 of the City of Ripon Municipal Code of Ordinances

6.37.030 Application.

Application for the outdoor open container entertainment event shall contain and disclose:

- A. A detailed description of the location of the outdoor open container entertainment event, including a proposed map detailing the location.
- B. A detailed event security plan.
 1. The applicant may use a private security firm or the City of Ripon Police Department with the required service fees.
- C. A specific plan indicating where patrons will be permitted to carry the fermented malt beverages and/or wine.
- D. Street closure. Identify any proposed street or public area closure, including proposed time and locations.
- E. Public entertainment. A detailed description of all public entertainment associated with the event.
- F. Such other reasonable and pertinent information as the Common Council may require.

6.37.040 Application fee.

The fee for an outdoor open container entertainment event shall be paid to the City Clerk at the time of application submission. The fees shall be established by the Common Council and may be modified from time to time.

6.37.050 Liability.

- A. Applicant shall supply the Certificate of Insurance listing the City of Ripon as additionally insured with the Application in an amount of not less than one-million dollars.
- B. Applicant shall submit a Hold Harmless Agreement with the City of Ripon with the Application.

6.37.60 Applicant's responsibility.

- A. Boundaries/signs. The applicant(s) shall be responsible for providing open and notorious notice of the event boundaries to all participants throughout the event by use of signs, barricades or other approved means.
- B. Cleanup. The applicant shall maintain the event area in a clean, sanitary, neat and orderly appearance at all times during the event. Applicants shall ensure that any event refuse is removed from the event area no later than 24 hours after the conclusion of the event.
- C. Security. The applicant shall provide security as detailed in the application security plan. All security personnel for an event shall be clearly identified by approved uniform.
- D. Nonalcoholic beverages. Applicants shall be responsible for providing an equal number of premises dispensing nonalcoholic beverages to premises dispensing fermented malt beverages and/or wine (1:1 ratio).
- E. Other permits. The applicant shall secure any other permits required by the City of Ripon Municipal Code of Ordinances for associated event activities.

6.37.070 Operational requirements.

Outdoor open container entertainment events shall be subject to the following regulations:

- A. Sale for event consumption. An event licensed premises licensed to dispense fermented malt beverages and/or wine by the drink for consumption on the event licensed premises is authorized to dispense fermented malt beverages and/or wine in an open container to a person of legal drinking age for removal from an event licensed premises; provided, however, that no event licensee shall dispense to any person more than one such fermented malt beverage and/or wine at a time for removal from the event licensed premises, and no person shall remove at one time more than one such fermented malt beverage and/or wine from the event licensed premises.
- B. Intoxicating liquors. The sale or consumption of intoxicating liquors at an event licensed premises is prohibited.
- C. Source of fermented malt beverage and/or wine.
 - 1. The permit holder shall purchase its alcohol from a source authorized under Wis. Stats., Ch. 125.
 - 2. Open containers of fermented malt beverages and/or wine within an outdoor open container entertainment event must be purchased/dispensed from an event licensee at an event licensed premises within the outdoor open container entertainment event boundaries. Alcohol in an open container within an outdoor open container entertainment event which has not been purchased from an event licensed premises is prohibited.
- D. Open container. No container in which a fermented malt beverage is dispensed and removed from the event licensed premises shall exceed 16 fluid ounces in

- size. No container in which wine is dispensed and removed from an event licensed premises shall contain more than 6.5 fluid ounces of wine.
- E. Event dates. Events shall be limited to the date(s) of the approved permits. An event may last no more than three days.
 - F. Hours of operation. Open containers of fermented malt beverages and/or wine shall not be permitted within an outdoor open container entertainment event between the hours of 11:00 p.m. and 6:00 a.m. An event licensee shall not allow the removal of alcohol in an open container for the consumption of alcohol off an event licensed premises between the hours of 11:00 p.m. and 6:00 a.m.
 - G. Possession or consumption of open containers of alcoholic beverages within or upon any parking lot, parking facility or motor vehicle within the outdoor open container entertainment event shall be prohibited unless otherwise permitted by Wisconsin State Statute.
 - H. Possession or consumption of alcoholic beverages by an underage person within an outdoor open container entertainment event is prohibited at all times except as otherwise permitted by law. All individuals wishing to possess or consume a fermented malt beverage and/or wine within an outdoor open container event must have a wristband issued by an authorized event licensee which sold the fermented malt beverage and/or wine to the individual.
 - I. This section shall not be construed to prohibit the sale of alcoholic beverages in the original, unopened containers for off-premises consumption. However, consumption of alcoholic beverages sold in original, unopened containers for off-premises consumption shall not be permitted during the outdoor open container entertainment event.
 - J. Consumption of alcohol within an outdoor open container entertainment event from a can, bottle or a container which is not authorized pursuant to this section is prohibited.
 - K. Event licensees shall not permit patrons to enter event licensed premises with fermented malt beverages and/or wine acquired from outside the outdoor open container entertainment event boundaries or a non-event licensed premises.
 - L. Any event licensee permitting patrons to remove a fermented malt beverage and/or wine from an event licensed premises for consumption during the outdoor open container entertainment event shall employ a person to monitor all exits of the event licensed premises to ensure that all beverages are removed in accordance with this section.
 - M. Neither event licensees nor patrons shall refill an open container with alcoholic beverages not purchased from an event licensed premises from which the open container originated.
 - N. No person shall exit a designated outdoor open container entertainment event boundary with fermented malt beverages and/or wine purchased in an open container for consumption within the outdoor open container entertainment event boundary.

- O. Special events and areas temporarily licensed pursuant to Wisconsin Statutes Chapter 125 occurring within boundaries of the outdoor open container entertainment event shall be subject to the provisions of this section.
- P. Event-specific operational requirements upon which approval of the application was conditional when approved by the Common Council.
- Q. Outdoor open container entertainment events are prohibited within residential zoning districts, nor shall the boundaries of an outdoor open container event abut a residential zoning district.
- R. Operators, including provisional or temporary operators, shall not imbibe alcoholic beverages while working or volunteering at an event licensed premises during the outdoor open container entertainment event.

6.37.080 Approval or denial of application.

Outdoor open container entertainment event permits are subject to approval by the common council.

Theodore Grant, Mayor

ATTEST:

Adam Sonntag, City Administrator

AYES _____ NAYES _____
 PASSED THIS _____ DAY OF _____, 2021.
 PUBLISHED THIS _____ DAY OF _____, 2021.

Approved as to form:

Ludwig L. Wurtz, City Attorney