

FINANCE, PERSONNEL & SAFETY COMMITTEE

Markesan City Hall

April 1, 2025

Immediately following the Public Property & Health meeting

AGENDA

Call to Order

Roll Call

Citizen's Comments

Emergency Management Report

Review and Approval of Vouchers Payable

Police Report & Schedule

Clerk's Office Report

Old Business

- Discussion & Action on Payroll Accounting System
- Discussion & Action on Elizabeth Amend's Payment Request of \$425.00 for 8.5 hours of assistance to the Deputy Clerk/Treasurer and new Clerk/Treasurer, Itemized Statement Provided

New Business

- Discussion & Action on Conditional Use Permit for the Markesan Elementary School
- Discussion & Action on Land Lease Renewal for Dale Lohrey
- Discussion & Action on Will Pflum's Sick Leave
- Discussion & Action on Employee Sick Leave policy
- Discussion & Action on Charter Spectrum Internet/Wifi/Firewall Quotes to Accept the 60-month term (Option #2) for a net increase of \$254.00 per month.
- Discussion & Action on discontinuing use of Doxo ACH Processing Service for online payment processing
- Closed Session: Chief of Police & Police Sergeant
The Common Council may, by roll call vote, convene in Closed Session, pursuant to Wis. Stats. 19.85(1)(c) to consider the employment, promotion, compensation or performance evaluation of a public employee over which the governmental body has jurisdiction or exercises responsibility, after which they will immediately convene in Open Session pursuant Wis. Stats. 19.85(2).
- Discussion & Action on Police Sergeant Position

A quorum of the Markesan Common Council may be in attendance at this meeting to gather information about a subject over which they have decision making responsibility. Under Wisconsin Open Meeting Law, this may constitute a meeting of the Common Council pursuant to the Badtke Decision, however, the Council will not take action at this meeting.

Any person requiring special assistance to participate in this meeting should contact the Clerk-Treasurer at 398-3031 at least 24 hours prior to the meeting so appropriate accommodations can be made.

Posted: City Hall
ERGO Bank Post Office
www.markesanwi.gov

Dated March 28, 2025
Tamra M. Harrington, Clerk/Treasurer

Adjournment

A quorum of the Markesan Common Council may be in attendance at this meeting to gather information about a subject over which they have decision making responsibility. Under Wisconsin Open Meeting Law, this may constitute a meeting of the Common Council pursuant to the Badtke Decision, however, the Council will not take action at this meeting.

Any person requiring special assistance to participate in this meeting should contact the Clerk-Treasurer at 398-3031 at least 24 hours prior to the meeting so appropriate accommodations can be made.

Posted: City Hall
ERGO Bank Post Office
www.markesanwi.gov

Dated March 28, 2025
Tamra M. Harrington, Clerk/Treasurer

Clerk's Report

April 2025

Our Quickbooks Accounting Software was finally fixed March 19th so we are now able to take more time considering our Accounting software options before renewal in June.

We are still having issues with the DOXO platform that we use to process online ACH payments. We don't get consistent notifications and we've also received complaints from residents that they were tricked into signing up for a monthly service (not affiliated with us). I have already been looking at alternatives since I found out DOXO was actually sued by the FTC in 2024 and would like to move away from using DOXO all together so that our residents aren't confused by our affiliation.

Jerry and I are still working with Spectrum to complete the set-up and installation of the new phone systems. We have received quotes for the upgrading of the internet speed, wifi and firewall in order to accommodate the new system and maintenance.

The clerk's office has been busy working with the Auditors through the month of March to provide the reports and figures they need for our audit. The Auditors were here March 36th & 27th. We will be finishing up the rest of the information they're needing by April 4th for their reporting deadlines.

Johnson Block is offering to quote the clerk's office for training in the Chart of Accounts and Journal so I will be putting that before the council as soon as I have those in hand and hopefully will be able to work with them this coming fall.

Clerk Election training was finally completed on March 26th and it's been very busy with early voting leading up to the election.

It's also been very busy with last-minute dog licenses since the due date is March 31.

April's plans in the clerk's office include finishing up BOR training, Zoning appeals training and Planning Commission training as well as eCode training.

As time permits, we are still working on the new website in order to get that launched to be able to end one of the two contracts we are paying for. I am still hoping to have it live before May and our next billing cycle.

End of quarter is here, so it's time for Quarterly reports and filings.



RECEIVED MAR 20 2025

Carla VanRossum <cvanrossum@markesanwi.gov>

Detail for Consultation Work for the City of Markesan

1 message

Elizabeth Amend <elizabeth.amend@markesanwi.gov>
To: Carla VanRossum <cvanrossum@markesanwi.gov>

Thu, Mar 20, 2025 at 11:22 AM

Carla-
Please submit the details below to Council for payment.

December 9, 2024- worked with Carla for **1.75 hours** on agendas at City Hall.
December 5-18 (approx) - **2.5 hours** screening emails on my phone and communicating the emails to Carla for action.
After that time, Jerry forwarded my email to Carla.
December 18, 2024 on the phone with Carla for questions for **1 hour**.
January 17, 2025 worked with Carla on payroll for **2.75 hours** at City Hall. Discussed payroll for EM, Council, Committee, and Year End Bonus. Discussed how to set up new rates for employees first paycheck of the year and to adjust rates that were wrong on the first check.
January 28, 2025 discussions with Tamara for the W-2's - for a **half an hour** via phone.
Total Hours: 8.5 hours. Total \$425
This does not include my travel time either.

Thank you,
Betsy



LAND LEASE AGREEMENT

This agreement entered into between the City of Markesan of 150 South Bridge Street, Markesan, Wisconsin 53946, hereinafter referred to as the City and Dale Lohrey of N2254 Tichora Road, Markesan, WI 53946, hereinafter referred to as Lohrey.

1. The City, in consideration of the terms specified herein, leases to Lohrey approximately 17.5 acres of farmland to use for the growing of corn and soybeans, more specifically described as:

Parcel # 010-00056-0000 and that portion of Parcel # 010-00054-0000 highlighted in the attached Exhibit "A" all located in the Town of Mackford, Green Lake County, Wisconsin.

2. The term of the Lease shall be for three (3) years commencing on January 1, 2022 to December 31, 2024 and Lohrey shall surrender possession at the end of the term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least one (1) month before the end of the current term shall be constructive notice of intent to allow the lease to expire.
3. The rent for the farmland will be \$200 an acre for 16 of the acres and \$135 for 1.5 acres. Lohrey agrees to pay a sum of \$3,402.50 a year with 50% of the total cash rent paid on April 1st and the remainder of the total cash rent paid on November 1st.
4. Lohrey agrees to keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways and refrain from any operations or practices that will injure such structures; and do what is reasonably necessary to control soil erosion including, but not limited to abstaining from any practice that would cause damage to the real estate. Lohrey further agrees to remain in compliance with, the conservation plan of the farmland.
5. The City does not convey to Lohrey the right to sublease all or any part of the demised premises, or to assign this lease to any person or persons, unless prior approval is obtained in writing from the City.
6. This agreement shall be subject to termination upon the occurrence of an event of default by Lohrey under the terms and conditions of this agreement. The agreement shall terminate in the event Lohrey fails to cure the default within 15 days of written notice from the City of such default. In such event, Lohrey shall immediately vacate the farmland.

7. Lohrey agrees to indemnify and hold harmless the City for any damage, injury or any cost or liability which may arise or occur from the use of the premises.
8. The contact person for any questions regarding this agreement for Lohrey shall be Dale Lohrey, address N2254 Tichora Road, Markesan, WI 53946, phone number 920-398-2063. The contact person for any questions regarding this agreement for the City shall be the City Clerk, Betsy Amend, 150 South Bridge Street, Markesan, WI 53946, phone number 920-398-3031.
9. Failure of either party to comply with any provision of this agreement is a breach of the agreement and the non-breaching party may immediately terminate this agreement and be entitled to any remedy permitted by law to enforce the breach.

Dated this 25th day of May, 2022.

CITY OF MARKESAN

BY: Rich Slate
Rich Slate, Mayor

BY: Elizabeth Amend
Elizabeth Amend, Clerk-Treasurer

BY: Dale Lohrey
Dale Lohrey

March 20, 2025

Dear Mayor and Common Council,

I write to you with a request, while retiring, I recently realized that I didn't completely meet the requirements in the employee manual for the benefit of having my sick time paid into future health insurance premiums. While I understand that the employee manual is a guideline, I also know that there are times, situations that allow exceptions or changes and amendments to rules and guidelines.

While I am slightly too young per WRS guidelines to draw an annuity, I hope you will see the following points will justify my request and possible change to the policy for future employees that might fall into the same situation as me.

That is why I humbly ask that you approve that I be allowed to have half of my sick time be put into a no interest account maintained by the city to cover my future health insurance premiums. I also ask that you consider amending the current policy on sick leave to the following:

“An employee that separates from service with the City of Markesan after 25 years or more of continuous service is entitled to half of their accumulated sick time and an employee that retires following WRS guidelines will be entitled to the full amount of their accumulated sick time”.

I feel that asking for this request and change is financially prudent and a reasonable way to show appreciation to employees dedicating 25 years or more to the City. I ask that you approve this request and change after taking the following items into consideration.

- I have been a faithful employee of the City of Markesan for over 26 years.
- I have always been happy with what wages you provided to me, I was brought up to be happy with what you have and not to keep going back to the “well” if you will asking for more.
- I faithfully served as the Chief of Police for 10 years and my salary last year was \$7,000 less than the newly hired Chief of Police salary. I believe the current salary is fair and reasonable for the current economy we are in, but I want to highlight that I believe my salary may have been low for the position that I served.
- I have stayed committed to the City of Markesan volunteering my time to sit in on interviews and deliberations.
- I quickly accepted the task of completing the background investigation of the newly hired Chief of Police and pulling together the offer of employment.
- I have retired from law enforcement and now am moving on into new endeavors, I am not leaving Markesan to take the skills and education you helped provide me to another city or agency.

I thank you for everything you have done for me and my family through the years; I humbly ask that you approve this request so that those hours can be converted to help offset health insurance premiums in the future.

William A. Pflum

Budgetary Proposal for Services



Prepared for: **City of Markesan**
 Contact Name: **Tamra Harrington**
 Contact Email: tharrington@markesanwi.gov
 Address: **150 S Bridge St**
 City, State, Zip: **Markesan, WI 53946**
 Phone:

Today's Date: **3/5/2025**
 Valid Until: **4/2/2025**
 Prepared by: **Gerald Wergin**

Email: gerald.wergin@charter.com

Phone Number: **715-803-2014**

Service Location: 150 S Bridge St: Option #1

Product Description	Quantity	Sales Price	Contract Term	Monthly Price
Spectrum Dedicated Fiber Internet 200 Mbps	1	\$641.00	36	\$641.00
Mandaged Network Edge MX Firewall	1	\$160.00	36	\$160.00
Managed Network Wifi (Access Points)	4	\$30.00	36	\$120.00
Current Spectrum DFI 50 Mbps	1	\$384.00	36	-\$384.00
Total Net Increase				\$537.00

Service Location: 150 S Bridge St: Option #2

Product Description	Quantity	Sales Price	Contract Term	Monthly Price
Spectrum Dedicated Fiber Internet 200 Mbps	1	\$475.00	60	\$475.00
Mandaged Network Edge MX Firewall	1	\$140.00	60	\$140.00
Managed Network Wifi (Access Points)	4	\$23.00	60	\$23.00
Current Spectrum DFI 50 Mbps	1	\$384.00	36	-\$384.00
Total Net Increase				\$254.00

One-Time Fees

Service	Description	Price
Install Fee	Inside Wiring/Truck Roll	\$500.00
Install Fee Waiver	Waived	-\$500.00
Total Installation Fees		\$0.00

Budgetary Proposal for Services



Prepared for: City of Markesan	Todays Date: 3/5/2025
Contact Name: Tamra Harrington	Valid Until: 4/2/2025
Contact Email: tharrington@markesanwi.gov	Prepared by: Gerald Wergin
Address: 150 S Bridge St	
City, State, Zip: Markesan, WI 53946	Email: gerald.wergin@charter.com
Phone:	Phone Number: 715-803-2014

Service Location: 150 S Bridge St: Option #1

Product Description	Quantity	Sales Price	Contract Term	Monthly Price
Spectrum Dedicated Fiber Internet 200 Mbps	1	\$752.00	36	\$752.00
Current Spectrum DFI 50 Mbps	1	\$384.00	36	-\$384.00
Total Net Increase				\$368.00

Service Location: 150 S Bridge St: Option #2

Product Description	Quantity	Sales Price	Contract Term	Monthly Price
Spectrum Dedicated Fiber Internet 200 Mbps	1	\$575.00	60	\$575.00
Current Spectrum DFI 50 Mbps	1	\$384.00	36	-\$384.00
Total Net Increase				\$191.00

One-Time Fees

Service	Description	Price
Install Fee	N/A	\$0.00
Total Installation Fees		\$0.00






FEDERAL TRADE COMMISSION
PROTECTING AMERICA'S CONSUMERS

For Release

FTC Takes Action Against Bill Payment Company Doxo for Misleading Consumers, Tacking on Millions in Junk Fees

Federal court complaint alleges Doxo deceives consumers about affiliation with companies, has ignored consumer complaints and warnings from billers

April 25, 2024 |   

Tags: [Consumer Protection](#) | [Bureau of Consumer Protection](#) | [Finance](#) | [deceptive/misleading conduct](#) | [Technology](#) | [Finance](#) | [Credit and Finance](#) | [Payments and Billing](#)

The Federal Trade Commission is [taking action against bill payment company Doxo and two of its co-founders](#), charging that the company uses misleading search ads to impersonate consumers' billers and deceptive design practices to mislead consumers about millions of dollars in junk fees they tacked on to consumers' bills.

The complaint alleges that Doxo, its CEO and co-founder Steve Shivers, and its vice president and co-founder Roger Parks, have known from years of internal surveys and complaints from tens of thousands of consumers and hundreds of billers of the harms their business model caused consumers and have still failed to correct their unlawful actions.

The FTC's complaint notes that, even though Doxo immediately charges a consumer for payment, in many instances, the company then prints a paper check that is mailed to the biller – arriving days or sometimes weeks after the customer believes their bill is paid. As a result, many consumers have had their utilities shut off, have had car and health insurance lapse, and have been charged fees and fines even though they paid their bills on time.

"Doxo intercepted consumers trying to reach their billers and tricked them into paying millions of dollars in junk fees," said Samuel Levine, Director of the FTC's Bureau of Consumer Protection. "The FTC will continue to take action when companies use deceptive design tricks to harm consumers."

According to the FTC's complaint, Doxo purchases search engine ads that appear when consumers search online for information about companies they owe bills to. These ads are created to mislead consumers into believing that Doxo is affiliated with those companies. The complaint cites as an example Doxo's ads that are designed to trick consumers into believing they are affiliated with a prominent medical testing company. Doxo bought ads that appeared when consumers searched for the company's name or website, and the ads included headlines that included the company's name but not Doxo's.

Doxo's landing pages prominently feature the biller's company name and sometimes even their logo, even though Doxo generally does not have a formal relationship with the biller. In fact, less than two percent of the companies in Doxo's "network" authorize Doxo to accept payments on their behalf, according to the complaint.

Once consumers provide their billing details, Doxo then shows a final payment amount, onto which the company tacks an extra fee that is included only at the final payment step, and even then only in greyed-out fine print.

The complaint also outlines Doxo's deceptive process to sign consumers up for its recurring subscription program, noting that, until February 2024, after learning of the FTC's proposed complaint, the company would automatically check the box to sign consumers up when they clicked to read a terms of service document. In addition, while Doxo said consumers would save on the company's "delivery" fees, consumers paying for the monthly plan are still often charged those fees.

Tens of thousands of consumers have complained about Doxo's deceptive practices, according to the complaint, with many pointing to the fact that they paid more than their actual bill amount, even when the actual billers did not charge for online payments. The complaints were so numerous that, in 2021, employees of a major search engine declared Doxo's ads to be "super misleading," but the company still has not changed the fundamental structure of its ads. The complaint points to multiple instances in which the company's top executives, Shivers and Parks, were personally made aware of complaints against Doxo.

The complaint alleges that Doxo violated the FTC Act, the Restore Online Shoppers' Confidence Act, and the Gramm-Leach-Bliley Act.

The Commission vote authorizing the staff to file the complaint was 5-0. The complaint was filed in the U.S. District Court for the Western District of Washington.

NOTE: The Commission files a complaint when it has "reason to believe" that the named defendants are violating or are about to violate the law and it appears to the Commission that a proceeding is in

the public interest. The case will be decided by the court.

The staff attorneys on this matter are James Doty and Edward Smith of the FTC's Bureau of Consumer Protection.

The Federal Trade Commission works to promote competition and protect and educate consumers.

The FTC will never demand money, make threats, tell you to transfer money, or promise you a prize. Learn more about consumer topics at consumer.ftc.gov, or report fraud, scams, and bad business practices at ReportFraud.ftc.gov. Follow the FTC on social media, read consumer alerts and the business blog, and sign up to get the latest FTC news and alerts.

Contact Information

Contact for Consumers

FTC Consumer Response Center

877-382-4357

<https://reportfraud.ftc.gov>

Media Contact

Jay Mayfield

Office of Public Affairs

202-326-2656